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CITY COUNCIL MEETING AGENDA

JUNE 15, 2026, 5:30 PM

723 S. Lewis Street, Room 1122
Stillwater, OK 74074

Mayor Will Joyce, Vice Mayor Amy Dzialowski, Councilors Kevin Clark, Christie Hawkins,
& Tim Hardin

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 June 1, 2026 regular meeting minutes	
b.	Approve Lease Agreement with Oklahoma State University for property located at 6909 W. 56th Street in the amount of \$11,181 for the purpose of subleasing the property for the operation of a motorcycle and all-terrain vehicles recreational area for July 1, 2026 – June 30, 2027.	Jim Scott
c.	Approve a Sublease Agreement for FY26-27 with Stillwater Trailriders, Inc. for the operation of a motorcycle and all-terrain vehicle recreational area on land leased by the City of Stillwater from Oklahoma State University.	Jim Scott
d.	Approve Extension Agreement and Second Amendment to the City of Stillwater – Oklahoma State University Multi-Arts Center Lease and Operating Agreement for July 1, 2026 – June 30, 2029.	Christy Driskel
e.	Approve Extension Agreement #2 to the	Christy Driskel

	Operation/Maintenance Agreement for Lakeside Memorial Golf Course with Henderson Golf, LLC in the amount of \$120,000 for July 1, 2026 – June 30, 2027.		
f.	Approve Extension of Lake McMurry Operations Agreement with Lake McMurry Friends, Inc. in the amount of \$180,000 for July 1, 2026 – June 30, 2027.		Christy Driskel
g.	Approve Agreement with Independent School District No. 16 of Payne County for the School Resource Officers Program in Stillwater Public Schools for a term of July 1, 2026 – June 30, 2027, and authorize the City Manager to sign the contract.		Christy Driskel
h.	Approve budget amendments to increase sales and use tax projections for FY26, provide for funding of General Fund contingency and provide for the transfer of dedicated sales tax to the Stillwater Utilities Authority and a transfer to the City Capital Fund.		Christy Cluck
i.	Approve budget amendments to increase Visitor Tax projections for FY26 and provide for the transfer of dedicated Visitor Tax to the Stillwater Economic Development Authority.		Christy Cluck
j.	Approve budget amendments reflecting receipt and appropriation of donations to Animal Welfare and proceeds from a vaccine clinic.		Rachel Wasserman
k.	Approve budget amendments reflecting receipt and appropriation of grant funds through the Safe Oklahoma Grant Program for purchase of body worn cameras and a forensic computer for the Police Department.		Christopher Hassig
l.	Approve budget amendments for a donation from Mya's Promise to purchase an additional bench at the PlayAbility playground at Strickland Park.	CC-26-102	Jim Scott
m.	Approve a budget amendment to purchase traffic control materials, equipment and installation services in the amount of \$59,880.	CC-26-103	Mark White
n.	Accept Permanent and Temporary Construction Easements for the Airport Water Line Project: <ul style="list-style-type: none"> • Parcels A5 and 5.1, Airport Industrial/Office Park, from Tenmark 	CC-26-104	Bill Millis

	Yukon Industrial, LLC (15.582% interest), Tenmark Denton Industrial, LLC (71.357% interest), and TD Yukon Industrial, LLC (13.061% interest).		
o.	Approve Task Order No. 4 (TO4) for desktop review, field assessment, evaluation and recommendations for surface treatments, design, preparation of construction documents, and bid services for the Various Pavement Maintenance Treatments Project with Benham, LLC; authorize the City Manager to sign related documents; authorize the total additional expenditures of \$220,000, which includes 10% contingency; and approve the associated budget amendment.	CC-26-105	Bill Millis
p.	Approve the award of contracts by CMAR, Lippert Brothers, Inc., for Project Work Package # 9 (South Parking Lot) for the Stillwater Regional Airport Terminal and Improvements Project; Approve Amendment No. 9 to the CMAR Agreement which includes a partial conversion to guaranteed maximum price in the amount of \$1,202,046 for the relevant portion of work identified in Project Work Package #9, and authorize the City Manager to sign the Amendment and related exhibits.	CC-26-106	Kellie Reed
q.	Approve Amendment #12 to the Olsson Professional Services Agreement for the South Parking Lot Design and Construction Phase Services at the Stillwater Regional Airport terminal for a total of \$54,000 and authorize the City Manager to sign the agreement.	CC-26-107	Kellie Reed
r.	Approve a budget amendment to purchase a remote slope mower with funding from the Stormwater Fund to maintain drainage facilities.	CC-26-108	Jim Scott

4. Public Comment on Items not Scheduled for Public Hearings

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

5. Items Removed from the Consent Docket

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

6. Public Hearings

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

a.	Receive public comment regarding a request for a Map Amendment (MA26-02) to rezone 702 S. Adams Street from Small Lot Single Family Residential (RSS) to Public (P) zoning district.	CC-26-109	Henry Bibelheimer
b.	Receive public comment regarding a request for a Map Amendment (MA26-04) to rezone approximately 20.02 acres (m/l) addressed as 6603/6711 W. 6th Avenue and the north portion of 603 S. Range West Road from Commercial General (CG) to Two-Family and Multi-Family (RTM).	CC-26-110	Henry Bibelheimer

7. 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-2026-10: A RESOLUTION OF THE CITY OF STILLWATER NOMINATING MELISSA REAMES AS A CANDIDATE TO FILL AN OPEN POSITION ON THE BOARD OF TRUSTEES OF THE OKLAHOMA MUNICIPAL RETIREMENT FUND (OkMRF) REPRESENTING DISTRICT 5 FOR A FIVE YEAR TERM BEGINNING OCTOBER 1, 2026 THROUGH OCTOBER 1, 2031.		
b.	RESOLUTION NO. CC-2026-11: A RESOLUTION OF THE STILLWATER CITY COUNCIL APPROVING SUBMISSION OF AN APPLICATION FOR FY2025 ASSISTANCE TO FIREFIGHTERS GRANT FUNDS FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY TO PURCHASE FIREFIGHTING EQUIPMENT AND AUTHORIZING THE MAYOR OR VICE-MAYOR TO EXECUTE ANY RELATED GRANT DOCUMENTS	CC-26-111	
c.	RESOLUTION NO. CC-2026-12: A RESOLUTION OF THE STILLWATER CITY COUNCIL APPROVING SUBMISSION OF AN APPLICATION FOR STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE GRANT FUNDS FROM THE FEDERAL	CC-26-112	

	EMERGENCY MANAGEMENT AGENCY TO ASSIST WITH FUNDING FOR THREE NEW FULL-TIME FIREFIGHTER POSITIONS FOR A PERIOD OF THREE YEARS FOR THE STILLWATER FIRE DEPARTMENT AND AUTHORIZING THE MAYOR OR VICE-MAYOR TO EXECUTE ANY RELATED GRANT DOCUMENTS	
d.	RESOLUTION NO. CC-2026-13: A RESOLUTION AMENDING THE CITY OF STILLWATER TERMS AND CONDITIONS OF SERVICE BY AMENDING SECTION I, GENERAL INFORMATION, CHAPTER 1, TERMS AND CONDITIONS OF SERVICE, SECTION 1.1.1, PURPOSE OF TERMS AND CONDITIONS; ADDING 1.1.5, CUSTOMER RATES, CHARGES, AND FEES; AMENDING SECTION II, POLICY MANUAL FOR UTILITY ACCOUNTS, BILLING, & COLLECTIONS, CHAPTER 1, CONTRACT FOR UTILITY SERVICES AND DEPOSITS, SECTION 2.1.16, LOST CHECKS; AMENDING SECTION II, POLICY MANUAL FOR UTILITY ACCOUNTS, BILLING, & COLLECTIONS, CHAPTER 2, BILLING AND BILLING ADJUSTMENTS, SECTION 2.2.12, ANALYSIS OF APPLICABLE ELECTRIC RATE; AMENDING SECTION II, POLICY MANUAL FOR UTILITY ACCOUNTS, BILLING, & COLLECTIONS, CHAPTER 6, ADVANCED METERING INFRASTRUCTURE (AMI) OPT-OUT, SECTION 2.6.2, RATES & CHARGES; AMENDING SECTION IV, UTILITY DEPOSITS, CHAPTER 1, SECTION 4.1.1, DEPOSIT SCHEDULES, SECTION 4.1.2, RESIDENTIAL DEPOSIT SCHEDULE, SECTION 4.1.3, COMMERCIAL DEPOSIT / NON-RESIDENTIAL SCHEDULE, SECTION 4.1.4, HYDRANT METERS; AND ADDING SECTION VI, OUTAGE MANAGEMENT SYSTEM.	
e.	RESOLUTION NO. CC-2026-14: A RESOLUTION OF THE STILLWATER CITY COUNCIL APPROVING THE SUBMISSION OF AN APPLICATION FOR FISCAL YEAR 2026 AIRPORT IMPROVEMENT PROGRAM ENTITLEMENT FUNDS ADMINISTERED BY THE FEDERAL AVIATION ADMINISTRATION FOR AIRPORT INFRASTRUCTURE IMPROVEMENTS AT STILLWATER REGIONAL AIRPORT AND APPROVING THE ASSOCIATED BUDGET AMENDMENTS FOR THE REQUIRED SPONSOR MATCH	
f.	RESOLUTION CC-2026-15: A RESOLUTION ESTABLISHING THE CITY OF STILLWATER BOOK OF FEES; ADOPTING CHANGES TO UTILITY BILLING AND SERVICES FEES AND CHARGES; AND APPROVING THE ANNUAL FEE FOR SHORT-TERM RENTAL LICENSES.	

8. Ordinances

The City Council will hear a staff presentation, discuss, and take action including a vote or series of votes on each ordinance listed as presented or as amended or revised by the City Council.

First Read

a.	ORDINANCE NO. 3611: ORDINANCE REZONING 702 S. ADAMS STREET FROM SMALL LOT SINGLE FAMILY RESIDENTIAL (RSS) TO PUBLIC (P) ZONING DISTRICT.
b.	ORDINANCE NO. 3612: ORDINANCE REZONING APPROXIMATELY 20.02 ACRES (M/L) ADDRESSED AS 6603/6711 W. 6TH AVENUE AND THE NORTH PORTION OF 603 S. RANGE WEST ROAD FROM COMMERCIAL GENERAL (CG) TO TWO-FAMILY AND MULTI-

	FAMILY (RTM).	
c.	ORDINANCE NO. 3613: AN ORDINANCE AMENDING THE STILLWATER CITY CODE CHAPTER 12, BUSINESSES, ARTICLE II, FOOD SERVICE OPERATORS, SECTION 12-20, DEFINITIONS BY REMOVING THE DEFINITION FOR MOBILE FOOD SERVICE ESTABLISHMENT; AMENDING SECTION 12-22, EXEMPTION OF REQUIREMENT BY REMOVING REFERENCES TO MOBILE FOOD SERVICE ESTABLISHMENTS; AMENDING CHAPTER 12, BUSINESSES, ARTICLE IV, ITINERANT MERCHANTS AND PEDDLERS, DIVISION 1, GENERALLY, SECTION 12-117, DEFINITIONS BY REMOVING MOBILE FOOD ESTABLISHMENTS FROM THE DEFINITION OF ITINERANT MERCHANT; AMENDING SECTION 12-140, APPLICATION BY REMOVING REQUIREMENTS FOR MOBILE FOOD SERVICE ESTABLISHMENTS; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY.	
d.	ORDINANCE NO. 3614: AN ORDINANCE AMENDING THE STILLWATER CITY CODE CHAPTER 12, BUSINESSES BY CREATING ARTICLE III, MOBILE FOOD ESTABLISHMENTS; CREATING SECTION 12-58, DEFINITIONS; CREATING SECTION 12-59, MOBILE FOOD ESTABLISHMENT LICENSE REQUIRED; CREATING SECTION 12-60, OPERATION; CREATING 12-61, PENALTY; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY.	CC-26-113
e.	ORDINANCE NO. 3615: AN ORDINANCE TERMINATING THE STILLWATER WEST 51 DEVELOPMENT DISTRICT PROJECT PLAN AND DISSOLVING INCREMENT DISTRICT NUMBER TWO, CITY OF STILLWATER, APPROVED AND CREATED BY THE ADOPTION OF ORDINANCE NO. 3339 ON MAY 16, 2016.	
f.	ORDINANCE NO. 3616: AN ORDINANCE TERMINATING THE BOOMER LAKE STATION PROJECT PLAN AND DISSOLVING INCREMENT DISTRICT NUMBER FOUR, CITY OF STILLWATER, APPROVED AND CREATED BY THE ADOPTION OF ORDINANCE NO. 3465 ON DECEMBER 14, 2020.	

Second Read

a.	ORDINANCE NO. 3604: AN ORDINANCE AMENDING STILLWATER CITY CODE BY AMENDING CHAPTER 23, LAND DEVELOPMENT CODE, BY REPEALING ARTICLE V, USE CATEGORIES AND LIMITATIONS, DIVISION 4, RESIDENTIAL SHORT-TERM RENTAL, IN ITS ENTIRETY; AND CREATING AND ADOPTING CHAPTER 23, LAND DEVELOPMENT CODE, ARTICLE V, USE CATEGORIES AND LIMITATIONS; DIVISION 4, SHORT-TERM RENTALS, SEC. 23-115.1, DEFINITIONS; SEC. 23-115.2, PERMITTED DISTRICTS; SEC. 23-115.3, SHORT-TERM RENTAL LICENSE REQUIRED; COMPLIANCE WITH APPLICABLE CODES; SEC. 23-115.4, APPLICATION FORM AND PROCESS; SEC. 23-115.5, DENIAL, REVOCATION, NOTICE AND HEARING AND COMPLAINT PROCESS; SEC. 23-115.6,
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	COVENANTS, DEED RESTRICTIONS AND OVERLAY REQUIREMENTS; SEC. 23-115.7, PENALTY; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY.
b.	ORDINANCE NO. 3605: AN ORDINANCE REZONING A TRACT OF LAND LOCATED AT 214/220 S. CLEVELAND STREET FROM MULTI-FAMILY INTERMEDIATE (RMI) TO MULTI-FAMILY URBAN (RMU).
c.	ORDINANCE NO. 3607: AN ORDINANCE GRANTING A NON-EXCLUSIVE CABLE TELEVISION FRANCHISE TO CEBRIDGE ACQUISITION L.P., DOING BUSINESS AS OPTIMUM, THROUGH A CABLE TELEVISION FRANCHISE AGREEMENT TO CONSTRUCT, OPERATE AND MAINTAIN A CABLE SYSTEM IN THE CITY OF STILLWATER, OKLAHOMA, FOR THE PURPOSE OF PROVIDING CABLE SERVICE; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM AND THE PUBLIC RIGHTS-OF-WAY IN CONJUNCTION WITH THE CITY'S RIGHT-OF-WAY ORDINANCES, AND PRESCRIBING PENALTIES FOR THE VIOLATION OF THE PROVISIONS HEREIN.

9. Appointments

a.	Library Board	CC-26-114	Stacy Delano
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10. Reports from Officers and Boards

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

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

11. Questions and Inquiries

12. Adjourn

On June 11, 2026 at 4:40 p.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 29, 2026 AT 7:45 A.M.
AT THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER CITY COUNCIL
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
JUNE 1, 2026**

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

1. CALL MEETING TO ORDER

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

2. PLEDGE OF ALLEGIANCE

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

3. PROCLAMATIONS/PRESENTATIONS

- a. PTSD Awareness Month

Mayor Joyce read the proclamation declaring June 2026 as PTSD Awareness Month in Stillwater. Gary Kennedy accepted the proclamation and explained the outreach programs offered in this area.

4. CONSENT DOCKET

- a. Approve May 18, 2026 regular meeting minutes.
- b. Approve budget amendments to reflect receipt and appropriation of grant funds received from the Petfinder Foundation, in the amount of \$3,000 for dog play yard renovation at the current Animal Welfare Facility.
- c. Approve Extension of the Agreement between the City of Stillwater and Payne County Youth Services, Inc. in the amount of \$15,000 for July 1, 2026 – June 30, 2027.
- d. Approve Extension of the Lease Agreement with Project H.E.A.R.T., Inc. for July 1, 2026 – June 30, 2027.
- e. Approve Extension Agreement #2 of the Agreement between the City of Stillwater and the Stillwater Museum Association, Inc. in the amount of \$30,000 for July 1, 2026 – June 30, 2027.
- f. Approve Extension Agreement for City vehicle fuel services with OnCue Marketing, LLC for an additional one-year term beginning July 1, 2026, through June 30, 2027, and authorize the City Manager to sign the Agreement.
- g. Approve FY27 Oklahoma Municipal Assurance Group (OMAG) policies for property and general liability insurance coverage in the amount of \$1,324,212.
- h. Approve FY26-27 benefits administration contracts as outlined in the attached staff report and authorize the City Manager to sign the related agreements: UMR (third-party administrator); Surest (third-party administrator); Tokio Marine HCC (re-insurance carrier); Gallagher Benefit Services (health benefits broker); Express Scripts/RX Benefits through Gallagher Pharmacy Alliance (pharmacy); direct agreement with Surgery Center of Oklahoma (surgery facility benefits for enrolled medical coverage members).

City Attorney Kimberly Carnley reported that after posting of the minutes in the agenda packet, there was one typo identified. General Orders 7a. at the bottom of page three has just been corrected to show the correct votes. No additional changes.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HARDIN TO APPROVE THE CONSENT DOCKET AS AMENDED.

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

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

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

6. ITEMS REMOVED FROM CONSENT DOCKET

None.

7. PUBLIC HEARINGS

- a. Receive public comment regarding a request for a Map Amendment (MA25-11) to rezone from Multi-Family Intermediate (RMI) to Multi-Family Urban (RMU) at the property addressed as 214 and 220 S Cleveland St.

Senior Planner Henry Bibelheimer presented the report. He stated that a sorority house is permitted by right in the RMI and RMU zoning districts. The applicant is proposing to expand the existing building, which would exceed the maximum allowed lot coverage in RMI of 40%. The maximum lot coverage in RMU is 60%. The proposed addition would increase the lot coverage to 52.53%, which would be allowed in the proposed zoning district.

Mr. Bibelheimer answered Council's questions regarding parking for the proposed expansion of the sorority house.

Mayor Joyce opened the public hearing.

Trisha Carpenter, representing Kappa Delta House Corporation Board, stated that she doesn't have anything to add but she would be happy to answer any questions.

Mayor Joyce closed the public hearing.

Planning Commission recommended approval of the proposed Map Amendment as presented with a 4-0 vote.

MOTION BY COUNCILOR HAWKINS, SECOND BY VICE MAYOR DZIALOWSKI TO ACCEPT THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE THE PROPOSED MAP AMENDMENT FOR THE PROPERTY ADDRESSED AS 214/220 S CLEVELAND ST.

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

- b. Receive public comment for a Specific Use Permit (SUP26-02) to allow a medical marijuana dispensary in the Commercial Shopping (CS) zoning district addressed as 211 N Perkins Road #36.

Senior Planner Henry Bibelheimer presented the report. He stated that the property is located in the northeast portion of the Rosewood Hills Shopping Center located on the east side of North Perkins Road. There was a specific use permit approved for this unit in 2019 to allow for a medical marijuana dispensary, which is the current use. Section 23-180.h specifies that a specific use permit is valid until "such time the specific use permit holder ceases to operate the specific use". This business is changing hands, which means that a new specific use permit is required for the use to continue at this location.

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

Planning Commission recommended approval of the proposed Specific Use Permit as presented with a 4-0 vote.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HAWKINS TO ACCEPT THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE THE PROPOSED SPECIFIC USE PERMIT FOR A MEDICAL MARIJUANA DISPENSARY FOR THE PROPERTY ADDRESSED AS 211 N PERKINS ROAD UNIT #36.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-NAY. MOTION CARRIED WITH FOUR YEA VOTES AND ONE NAY VOTE.

- c. Receive Public comment for a Specific Use Permit (SUP26-04) to allow a medical marijuana dispensary in the Commercial Shopping (CS) zoning district addressed as 211 N Perkins Road #17.

Senior Planner Henry Bibelheimer presented the report. He stated that the property is located in the south portion of the Rosewood Hills Shopping Center located east of North Perkins Road. The applicant is seeking a Specific Use Permit (SUP) to allow a medical marijuana dispensary at this location. The owner of this license was approved for a medical marijuana dispensary in February of 2023 at 1023 E 6th Avenue. If this specific use permit is approved, the applicant intends to move their existing dispensary to this location.

Planning Commission recommended approval of the proposed Specific Use Permit as presented with a 4-0 vote.

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

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR CLARK TO ACCEPT THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE THE PROPOSED SPECIFIC USE PERMIT AS PRESENTED WITH A 4-0 VOTE.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-NAY. MOTION CARRIED WITH FOUR YEA VOTES AND ONE NAY VOTE.

- d. Received public comment for a Specific Use Permit SUP26-03 to install an electric message center sign in the Transect Zone 5 (T5) of the Corridor Redevelopment Area Planning District addressed as 311 S Duck St.

Senior Planner Henry Bibelheimer presented the report. He stated that the property is located near the southeast corner of East 3rd Avenue and South Duck Street in the Transcent 5 (T5) zone of the Corridor Redevelopment Area Planning District. The applicant is seeking this Specific Use Permit (SUP) to allow an electronic message center (EMC) sign at this location. Signs are regulated in the Form Based Code Area based on the property's permitted use. In this case, the property's use is office so signs must meet the Office (O) zoning requirements. Per Section 23-197, EMC signs are only allowed in the Office District with an SUP. Mr. Bibelheimer reported that all

EMC signs are required to meet the standards of Section 23-186.m Electronic Message Center signs. The applicant has agreed to meet all the requirements.

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

PLANNING COMMISSION RECOMMENDED APPROVAL OF THE PROPOSED SPECIFIC USE PERMIT AS PRESENTED WITH A 4-0 VOTE.

MOTION BY COUNCILOR CLARK, SECOND BY VICE MAYOR DZIALOWSKI TO ACCEPT THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE THE PROPOSED SPECIFIC USE PERMIT FOR AN ELECTRONIC MESSAGE CENTER FOR THE PROPERTY ADDRESSED AS 311 S DUCK STREET

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

8. RESOLUTIONS

- a. Resolution No. CC-2026-9: A resolution of the Stillwater City Council adopting an Operating Budget for the Fiscal Year 2026-27.

MOTION BY COUNCILOR HAWKINS, SECOND BY VICE MAYOR DZIALOWSKI TO ADOPT RESOLUTION NO. CC-2026-9 AS PRESENTED.

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

9. ORDINANCES

- a. First Reading

Ordinance No. 3605: An Ordinance Rezoning A Tract of Land Located at 214/220 S. Cleveland Street from Multi-Family Intermediate (RMI) to Multi-Family Urban (RMU).

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO ADVANCE ORDINANCE NO. 3605 TO SECOND READ AS PRESENTED.

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

Ordinance No. 3607: An Ordinance Granting A Non-Exclusive Cable Television Franchise to Cebridge Acquisition L.P., Doing Business as Optimum, Through a Cable Television Franchise Agreement to Construct, Operate and Maintain a Cable System in the City of Stillwater, Oklahoma, for the Purpose of Providing Cable Service; Setting Forth Conditions Accompanying the Grant of the Franchise; Providing for Regulation and Use of the System and the Public Rights-Of-Way in Conjunction with the City's Right-Of-Way Ordinances, and Prescribing Penalties for the Violation of the Provisions Herein.

Mayor Joyce reported that he occasionally hears from residents that don't appreciate the level of service they receive from Optimum as a cable provider. He stated he wanted to address that to the extent that the City can. This topic has been discussed with the City Attorney and the Federal Regulation of cable franchises is not a choice that the City just makes one time or another. There is also no other cable providers that actually serve Stillwater from this perspective. There is all kinds of federal law that determines how this renewal happens. The City Attorney's office has spent a lot of time negotiating this with Optimum. Mayor Joyce stated that a couple items that have been added to the ordinance is that

they are requiring Optimum to have a local office. This agreement will also allow for liquidated damages in circumstances that Optimum is not living up to the federal regulations regarding customer service obligations. Mayor stated that the City does have a little ability to help residents get Optimum to follow the rules they are supposed to be following. He thanked the City Attorney's office for making sure our residents are being provided for as best as possible under these cable franchise agreements. It is a non-exclusive agreement but there are no other companies coming in and asking for an agreement.

Councilor Clark stated that he has had Optimum cable service for many years and it has been a very positive experience.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HAWKINS TO ADVANCE ORDINANCE NO. 3607 TO SECOND READ AS PRESENTED.

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

b. Second Reading

Ordinance No. 3606: An Ordinance Amending the Employee Retirement System, Defined Contribution Plan for the City of Stillwater, Oklahoma; Providing Retirement Benefits for Eligible Employees of the City of Stillwater, Oklahoma; Pertaining to Contributions by Participants; Providing for Employer Pickup of Required Contributions; Providing for Repealer and Severability.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HARDIN TO ADOPT ORDINANCE NO. 3606 AS PRESENTED.

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

Ordinance No. 3608: An Ordinance Amending Stillwater City Code, Chapter 29, Motor Vehicles and Traffic, Article I, In General, By Creating Section 29-23, Use of Hand-Held Cell Phones or Communication Devices in a School or Construction Zone; Repealing All Ordinances to the Contrary; and Providing for Severability.

City Attorney Kimberly Carnley stated that at the last meeting there were a couple of questions that came up and she said she would bring back the additional information at the next meeting. There was a question about how this new section of law compares to the laws that have already been passed that prohibit texting and driving. The current texting and driving laws prohibit using a hand-held electronic communication device to manually compose, send or read an electronic text message while the vehicle is in motion so it prohibits texting while the new law goes further and establishes active school and construction zones as hands-free by prohibiting merely holding or using a communication device in those areas. The fine for violations under sections is \$100 so there is no difference in the fine, again this is really a stricter standard in those high-risk areas that is intended to limit distracted driving and provide additional protection to vulnerable pedestrians where the full attention of the driver is needed.

Ms. Carnley stated one other question that came up was a question of why the City should adopt a new section of City code rather than just citing the State law violations. She reported the short answer is so that officers can cite violations of City code and prosecute them in City court which promotes efficient local enforcement and prosecution. There is specific authority in the new law that cities may enact, and city officers may enforce ordinances under the specific provisions of the new law which is exactly what is being proposed in Ordinance No. 3608.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HAWKINS TO ADOPT ORDINANCE NO. 3608 AS PRESENTED.

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

Ordinance No. 3609: An Ordinance Amending the Stillwater City Code by Amending Chapter 33, Parks, Events and Recreation, Article 1, In General, Section 33-15, Camping Prohibited; Exceptions; Repealing All Ordinances to the Contrary' and Providing for Severability

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR CLARK TO ADOPT ORDINANCE NO. 3609 AS PRESENTED.

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

10. REPORTS FROM OFFICERS & BOARDS

- a. Miscellaneous items from the City Attorney: None.
- b. Miscellaneous items from the City Manager:
 - City Manager Brady Moore announced that while school may be out this summer, the activities around Stillwater aren't slowing down. The Stillwater Public Library is hosting its summer reading program for kids and adults alike. The Prairie Arts Center has a long list of classes to sign up for, including several that are free. Stillwater Animal Welfare is always looking for volunteers. Block 34 is always buzzing with activity, from yoga to live music to Market 34 every second and fourth Saturday.
- c. Miscellaneous items from the City Council:
 - Councilor Hardin stated that with all the rain we've been getting, our lawns and weeds are growing fast. Staff would like to remind Stillwater residents to regularly mow their properties. Doing so will lessen fire hazards when vegetation inevitably dries out in the coming months; reduce the amount of snakes, rodents, and insects taking up residence near homes; increase visibility for drivers and pedestrians; and ultimately bolster community pride and property values.
 - Councilor Clark reminded residents to vote on Tuesday, June 16. Among the many things on the ballot, this primary election includes choosing candidates for governor, lieutenant governor, state senators and representatives, U.S. representatives, and an open U.S. senate seat. We encourage every eligible voter to get involved in the civic process no matter what's on the ballot. It's a privilege and a right to be part of the democratic process.
 - Councilor Hawkins reported that as the temperatures get warmer, residents are encouraged to utilize the many parks and two water play areas. Splash pads in Boomer Lake Park and Southern Woods Park are now open daily from 10 a.m. to 8 p.m. They're free to use and are only closed during times of inclement weather and maintenance. While enjoying the parks, please remember to keep them clean and safe by using the trash bins.
 - Vice Mayor Dzialowski announced that the City will have two big events in celebration of Independence Day this year. Join us on Thursday, July 2, for the 250th Birthday Bash at Block 34. Then come to Boomer Lake Park on Friday, July 3, for our annual fireworks show. That leaves July 4 open for a full day of Saturday celebration with friends and family. As a reminder, City Hall will be closed Monday, July 6, in observance of the holiday.
 - Mayor Joyce announced that on Friday, June 19, from 5:30 to 7:30 p.m., the City will be co-hosting a special Juneteenth Picnic and Community Celebration at Southern Woods Park. Everyone is invited to come enjoy free food and drinks, games, prizes, and live music. Be sure to bring lawn chairs or blankets. As a

- reminder, City Hall will be closed in observance of Juneteenth on that Friday, June 19. Trash, recycling, and yard waste will be collected as usual.
- i. Discussion about scheduling items for future meetings.

11. QUESTIONS & INQUIRIES

None.

12. ADJOURN

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO ADJOURN THE JUNE 1, 2026 REGULAR MEETING OF THE STILLWATER CITY COUNCIL.

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

The June 1, 2026 regular meeting of the Stillwater City Council adjourned at 6:03 p.m.

**WILLIAM H. JOYCE, MAYOR
STILLWATER CITY COUNCIL**

**TERESA KADAVY
CITY CLERK**

DRAFT

LEASE AGREEMENT

THIS AGREEMENT, is effective the ____ day of _____, 2026, by and between Oklahoma State University, party of the first part, hereinafter referred to as "OSU" or "Lessor", and the City of Stillwater, Oklahoma, a municipal corporation, party of the second part, hereinafter referred to as "City" or "Lessee."

WITNESSETH:

That for and in consideration of the covenants and agreements herein contained, and the rental payment to be made, as herein provided, Oklahoma State University hereby grants, leases and rents to the City for a term of one (1) year, beginning July 1, 2026, and ending June 30, 2027, the following described real property located in Payne County, State of Oklahoma, to wit:

The North Half (N/2) of the Southwest Quarter (SW/4) of Section Seven (7), Township Eighteen (18) North, Range Two (2) East, Payne County, State of Oklahoma,

and

The South Half (S/2) and the Northwest Quarter (NW/4) of Section Twelve (12), Township Eighteen (18) North, Range One (1) East, Payne County, State of Oklahoma, less and except a portion of said Northwest Quarter (NW/4) of Section Twelve (12) described as follows: Beginning at the Northwest Corner of the Northwest Quarter (NW/4) of Section Twelve (12), Township Eighteen (18) North, Range One (1) East, Payne County, Oklahoma;

Thence east along the North side of said Northwest Quarter (NW/4) of Section Twelve (12) a distance of 830 feet; thence South along a line parallel to the West line of the Northwest Quarter (NW/4) of said Section Twelve (12) a distance of 1340 feet; thence southwesterly to a point on the West line of the Northwest Quarter (NW/4) of said Section Twelve (12), 1460 feet south of the Northwest Corner thereof; thence north along the West line of the Northwest Quarter (NW/4) of said Section Twelve (12) to the point of beginning.

and the Lessee agrees to pay to the Lessor, as rental for said land, the sum of Twenty-Two Dollars and fourteen cents (\$22.14) per acre per year on the basis of 505 acres, more or less, as described above, in the total amount of Eleven Thousand One hundred and Eighty-One Dollars (\$11,181.00), said rent to be due and payable in advance upon the execution of this Lease.

1. The Lessor understands that the Lessee will sublease the property to a third-party for use as a motorcycle and all-terrain vehicle ("ATV") recreational area, and that certain alterations of the surface of the ground and trees may be necessary to provide trails for the

motorcycle and ATV riders and also for parking and picnic areas. Lessee agrees, however, to take all reasonable steps necessary to prevent said alterations of the surface and the use of said property from causing any permanent damage to the Leased Premises through erosion or other kinds of waste.

2. The Leased Premises has perimeter fencing and the City agrees to require its sub-lessee to maintain the fence during the term of this Lease at no cost to OSU. Any necessary road crossing or gate shall be paid for and installed by the City, or its sub-lessee if so required by City. Improvements classified as fixtures under the laws of Oklahoma shall remain with the Leased Premises and become the property of OSU upon the termination of this Lease.
3. Representatives of the Lessor shall have the right to enter upon the Leased Premises to determine if unusual damage is taking place and proper management practices are being used in caring for the land and timber. It is realized that there will be some damage to the grass and surface of the land by the motorcycle and ATV recreation programs but if the Lessor, through its authorized representatives, determines that unusual wear, tear or damage to the Leased Premises is occurring, Lessor shall have the right to cancel the Lease upon thirty (30) days' written notice and, in such event, the Lessee shall be entitled to a pro rata refund of the rent paid hereunder.
4. The Lessor reserves the right to grant to third parties the right to enter upon the Leased Premises for conducting geophysical and geological surveys and for the drilling and operation of oil and gas wells. OSU retains the right to any surface or crop damages that might be incurred from any oil and gas operations.
5. No hunting, farming, or grazing rights shall accrue to the City by virtue of this Lease.
6. The City shall be permitted to sublease the Leased Premises with written approval by OSU, which approval shall not be unreasonably withheld.
7. City will require its sub-lessee to carry all necessary and appropriate insurance policies and will require such insurance policies to name Lessor as an additional insured.
8. In the event a fire occurs on the Leased Premises, any charges made by the Stillwater Fire Department shall be borne by the Lessee, unless such fire is the result of actions by OSU.
9. The Leased Premises shall be used only for motorcycle and ATV recreation. No overnight camping shall be allowed except during events sponsored by City's sub-lessee.
10. Lessor shall have the right to cancel this Lease during its term as to any portion of the Leased Premises not to exceed forty (40) acres. In the event Lessor intends to exercise this right, it shall give Lessee fifteen (15) days' written notice thereof containing a general description of the portion of the Leased Premises to be so withdrawn and Lessor shall, within a reasonable time thereafter, fence off the area so withdrawn and refund to Lessee the pro rata portion of the rent previously paid hereunder.

11. It is understood and agreed that this Lease shall automatically expire on June 30, 2027, and it may not be extended or renewed without the execution of a new lease.

12. This Lease shall be binding on the parties hereto, their successors and assigns.

IT IS FURTHER UNDERSTOOD AND AGREED THAT, upon Lessee's failure to pay the rental or any part thereof or failure to otherwise comply in full with the terms, conditions or covenants of this Lease, the Lessor may declare this Lease at an end and reenter and take possession of said Leased Premises and retain all rental paid hereunder as damages for the breach thereof.

Dated: _____

Dated: _____

**City of Stillwater, Oklahoma,
Lessee**

**Oklahoma State University
Lessor**

By: _____
William H. Joyce, Mayor

By: _____

Name, Title

SUBLEASE AGREEMENT

THIS AGREEMENT, entered into this ___ day of _____, 2026 is for the sublease of certain premises, between City of Stillwater, a municipal corporation, ("Stillwater") and Stillwater Trailriders, Inc., an Oklahoma not-for-profit corporation.

WITNESSETH:

WHEREAS, City of Stillwater is a municipal corporation established under the constitution and laws of the State of Oklahoma; and

WHEREAS, Stillwater Trailriders, Inc., is a not-for-profit corporation established for the purpose of operating a motorcycle and all-terrain vehicle ("ATV") recreational area; and

WHEREAS, City of Stillwater is Lessee of a parcel of land as more particularly described herein; and

WHEREAS, City of Stillwater is permitted to sublease the leased property to a third-party for use as a motorcycle and ATV recreational area; and

WHEREAS, it is the intention of the City of Stillwater and Stillwater Trailriders, Inc., to enter into an agreement to sublease the premises for this purpose;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, THE CITY OF STILLWATER AND STILLWATER TRAILRIDERS, INC., DO HEREBY AGREE AS FOLLOWS:

Leased Premises: Stillwater, in consideration of the rents, covenants and promises herein contained, does hereby sublease to Stillwater Trailriders, Inc., the following described premises situated in the County of Payne, State of Oklahoma, to-wit:

The North Half (N/2) of the Southwest Quarter (SW/4) of Section Seven (7), Township Eighteen (18) North, Range Two (2) East, Payne County, State of Oklahoma,

and

The South Half (S/2) and the Northwest Quarter (NW/4) of Section Twelve (12), Township Eighteen (18) North, Range One (1) East, Payne County, State of Oklahoma, less and except a portion of said Northwest Quarter (NW/4) of Section Twelve (12) described as follows: Beginning at the Northwest Corner of the Northwest Quarter (NW/4) of Section Twelve (12), Township Eighteen (18) North, Range One (1) East, Payne County, Oklahoma;

Thence east along the North side of said Northwest Quarter (NW/4) of Section Twelve (12) a distance of 830 feet; thence South along a line parallel to the West line of the Northwest Quarter (NW/4) of said Section Twelve (12) a distance of 1340 feet; thence

southwesterly to a point on the West line of the Northwest Quarter (NW/4) of said Section Twelve (12), 1460 feet south of the Northwest Corner thereof; thence north along the West line of the Northwest Quarter (NW/4) of said Section Twelve (12) to the point of beginning.

Use of Leased Premises: Said premises and building are subleased to Stillwater Trailriders, Inc., for the sole purpose of operating and maintaining a motorcycle and ATV recreational area. The premises shall not be used for any other purpose during the term of this Agreement. No overnight camping shall be allowed on the premises, except during events sponsored by Stillwater Trailriders, Inc.

Term; Termination: This Agreement shall commence on July 1, 2026, and end at 12:00 AM on June 30, 2027 unless otherwise terminated as provided herein. Stillwater shall have the right to terminate this Agreement at any time and for any reason during the term of this Agreement by providing ten (10) days written notice thereof. Stillwater shall also have the right to cancel this Agreement during its term as to any portion of the premises not to exceed forty (40) acres. In the event, Stillwater intends to exercise this option, it shall give Stillwater Trailriders, Inc., ten (10) days written notice thereof, and then the portion of premises withdrawn shall be fenced off. It is understood and agreed that this Agreement expires on June 30, 2027, and it may not be extended or renewed without execution of a new sublease agreement.

Rent: Stillwater Trailriders, Inc., shall pay to Stillwater during the term of this Agreement the sum of Eleven Thousand One Hundred Eighty-One Dollars (\$11,181.00) as rent for the leased premises. Said rent shall be due upon execution of this Agreement.

Premises Condition; Alterations and Improvements: Stillwater subleases the premises to Stillwater Trailriders, Inc., in "as is" condition and makes no representation or warranty as to its suitability or habitability for any purpose.

Stillwater Trailriders, Inc., may make alterations to the grounds and trees as necessary to provide and maintain trails for the motorcycle and ATV riders and also for parking and picnic areas. Stillwater Trailriders, Inc., shall be solely responsible for the cost of any such alterations and maintenance. Stillwater Trailriders, Inc., shall take all reasonable steps necessary to prevent said alterations of the surface and the use of the property from causing any permanent damage to the premises through erosion or other kinds of waste.

The leased premises has a perimeter fence. Stillwater Trailriders, Inc., shall maintain the fence at all times during the term of this agreement. Stillwater Trailriders, Inc., shall be solely responsible for the cost of fence maintenance during the term of this Agreement. Any necessary road crossing or gate shall be paid for and installed by Stillwater Trailriders, Inc. Improvements classified as fixtures under Oklahoma law shall remain with the premises and become the property of Oklahoma State University.

Lease and Assignment: Stillwater Trailriders, Inc., shall not sublease the leased premises or any portion thereof, nor assign this lease agreement or any part thereof, without the written consent of Stillwater.

Maintenance and Repair(s) to Premises: Unless otherwise provided herein, the cost of all maintenance and repairs to the premises and perimeter fence shall be borne exclusively by Stillwater Trailriders, Inc.

Release of Liability; Indemnity: Stillwater Trailriders, Inc., acknowledges that operating and providing a motorcycle and ATV recreational area is a hazardous activity and hereby assumes all liability for any damage, injury or death resulting from the operation of said motorcycle and ATV recreational area in accordance with this Agreement. Stillwater Trailriders, Inc., hereby releases Stillwater, its officials, employees, agents and volunteers from any and all liability resulting from any damage, injury, or death resulting from operation of the motorcycle and ATV recreational area at the leased premises in accordance with this Agreement. Stillwater Trailriders, Inc., agrees to hold Stillwater, its officials, employees, agents and volunteers, harmless and fully defend and indemnify Stillwater, its officials, employees, agents and volunteers for payment of any claim, action, or loss, including costs of litigation, attorney fees and court costs, arising from any damage, injury, or death, resulting from the operation of the motorcycle and ATV recreational area on the leased premises in accordance with this Agreement.

Insurance: Stillwater Trailriders, Inc., shall maintain Comprehensive General Liability Insurance in the following amounts during the term of this Agreement:

Combined Single Limit Per Occurrence	\$ 2,000,000
Bodily Injury, Each person	\$ 300,000
Property Damage, Each Person	\$ 300,000

Said policies shall be issued by an insurance carrier authorized to issue policies in the State of Oklahoma as reflected by the records of the Oklahoma Insurance Commission. Copies of said policies shall be provided to the City of Stillwater within seven (7) days of execution of this document. Said policies shall include an endorsement naming the City of Stillwater, a municipal corporation, and Oklahoma State University, as additional insureds up to the limits of liability set forth in the Oklahoma Governmental Torts Claim Act, 51 O.S. §151, *et seq.*

Utilities: Stillwater Trailriders, Inc., shall be responsible for utilities. Stillwater Trailriders, Inc., acknowledges that all utility connections to the premises and building are designed to carry specific capacities and/or loads and agrees not to use said utility connections in a manner that will exceed such capacity and/or load rating. Stillwater Trailriders, Inc., further agrees to obtain consent from Stillwater before making any alteration to utility connections that would increase, diminish, or otherwise alter the capacity and/or load rating of any utility connection to the premises.

Entry: Stillwater and Oklahoma State University and its authorized representatives shall have the right to enter upon the premises at reasonable hours to inspect the same, provided that during such entry Stillwater shall not unreasonably interfere with Stillwater Trailriders, Inc., operation thereon.

Damage and Destruction: If during the term of this Agreement, the premises are damaged by fire, other peril, or defect, such damage or defect not being the result of any intentional act or negligence by Stillwater Trailriders, Inc., its officers, employees and agents, or invitees, and that the premises cannot be used for Stillwater Trailriders, Inc.'s purposes as set forth herein, Stillwater Trailriders, Inc., shall have the right within thirty (30) days following the discovery of such damage or defect, to terminate this Agreement.

Default: Except as otherwise provided herein, in the event Stillwater Trailriders, Inc., fails to pay rent when due to Stillwater, Stillwater Trailriders, Inc., shall have fifteen (15) days after receipt of written notice thereof to cure such default. In the event of a default made by Stillwater

Trailriders, Inc., regarding any other covenant or condition of this Agreement, Stillwater Trailriders, Inc., shall have thirty (30) days after receipt of written notice thereof to cure such default. In the event Stillwater Trailriders, Inc., shall fail to cure any default within the time allowed under this paragraph, Stillwater may declare this Agreement ended and terminated by giving Stillwater Trailriders, Inc., written notice of such intention, and if possession of the premises is not surrendered, Stillwater may enter said premises and remove Stillwater Trailriders, Inc., from possession thereof. Stillwater shall have, in addition to the remedies herein provided, any other right or remedy available to Stillwater on account of any Stillwater Trailriders, Inc., default, either in law or equity. Stillwater shall use reasonable efforts to mitigate its damages.

Notice: Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent by United States mail addressed as follows:

Stillwater: City Clerk/ City of Stillwater
723 South Lewis/P.O. Box 1449
Stillwater, Oklahoma 74076

Lessee: Stillwater Trailriders, Inc.
6500 W. 56th Street
Stillwater, Oklahoma 74074

Waiver: No waiver of any default of Stillwater or Stillwater Trailriders, Inc., hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Stillwater or Stillwater Trailriders, Inc., shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

Headings: The headings used in this Agreement are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision thereof.

Governing Law: This Agreement is governed by the statutes and laws of the State of Oklahoma and the charter and ordinances of the City of Stillwater.

Final Agreement: This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both Stillwater and Stillwater Trailriders, Inc.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF STILLWATER, OKLAHOMA
A Municipal Corporation

William H. Joyce, Mayor

Attest:
(seal)

Teresa Kadavy, City Clerk

STILLWATER TRAILRIDERS, INC.

Derek Sowers, President

(SEAL)
ATTEST:

Ben Burkhart, Secretary

**CITY OF STILLWATER-OKLAHOMA STATE UNIVERSITY
MULTI-ARTS CENTER LEASE AND OPERATING AGREEMENT**

THIS AGREEMENT, entered in to this 17 day of July, 2017 for the lease, management and operation of programs and the lease of certain facilities, between the City of Stillwater, a municipal corporation, hereinafter referred to as "Stillwater" or "Lessor," and Oklahoma State University, hereinafter referred to as "OSU" or the "Lessee."

WITNESSETH:

WHEREAS, the City of Stillwater is a municipal corporation established under the constitution and laws of the State of Oklahoma; and

WHEREAS, OSU is a comprehensive research university established under the constitution and laws of the State of Oklahoma, and is governed by the Board of Regents for the Oklahoma Agricultural and Mechanical Colleges; and

WHEREAS, Stillwater is the record owner of a parcel of land and building located at 1001 S. Duck Street, Stillwater, Oklahoma commonly known as the "Multi Arts Center"; and

WHEREAS, Stillwater and OSU recognize the need for community-based programs related to arts education, display, exhibition, studio services, and other artistic endeavors; and

WHEREAS, OSU through its Department of Art, Graphic Design and Art History, in collaboration with the OSU Museum of Art ("OSUMA") and the OSU School of Visual and Performing Arts ("SVPA") has agreed to provide said programs utilizing the Multi-Arts Center facilities and equipment as an adjunct to the OSU Department of Art, Graphic Design and Art History.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND
THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET
FORTH, THE CITY OF STILLWATER AND OSU DO HEREBY AGREE AS
FOLLOWS:

1. **Operations:** OSU shall, during the term of this agreement, operate the Multi-Arts Center.

2. **Building and Premises:** Stillwater hereby leases to OSU certain real property located at 1001 S. Duck Street, Stillwater, Oklahoma 74076, consisting of a total of 14,544 sq. ft., hereinafter referred to as the "Leased Premises" or the "Arts Center," with the Stillwater-owned equipment contained therein, all as more particularly described on the attached Exhibit A, for the express and exclusive purpose of operating programs related to arts education, display, exhibition, studio services, retail art sales, and other artistic endeavors or events, set forth in this agreement. OSU shall rename the building "Stillwater Center for the Arts" during the term of this agreement.

3. **Consideration for Lease:** Stillwater and OSU mutually agree that the covenants, conditions, and promises set forth in this Agreement are valuable consideration for the Lease, the receipt, sufficiency, and validity of which are acknowledged. No other rent or rent payments will be due from OSU to Stillwater during the entire Term of the Agreement as set forth hereunder.

4. **Quiet Enjoyment:** Stillwater covenants that OSU shall peacefully and quietly have, hold, and enjoy the Leased Premises so long as OSU does not violate any of the covenants or conditions contained in this Agreement.

5. **Custodial Services:** OSU shall provide all custodial services and routine maintenance to the Leased Premises and shall maintain Stillwater-owned equipment described at Exhibit A in good working condition.

6. **Maintenance; Alteration:** Stillwater shall remain responsible for providing regular landscape maintenance, mowing and edging of all turf areas, weeding/trimming of flower beds regular maintenance of trees and shrubs, and removal of snow and ice. Stillwater shall remain responsible for all repair and major maintenance of the building and premises, including, but not limited to, maintenance and repair of the roof, load bearing surfaces and/or structures, electrical system, mechanical system, and plumbing system (except for clogs that result from normal use and are unrelated to plumbing system or defect). OSU may make alterations and/or improvements to the building and/or premises with prior written consent of Stillwater.

7. **Utilities:** Stillwater shall pay all charges for water, sewer, natural gas cost and transportation charge (not to exceed 900 MMBtu per year), electricity, telephone and/or other services and utilities used by OSU during the term of this agreement as such charges become payable and due. OSU acknowledges that all utility connections to the premises and building are designed to carry specific capacities and/or loads and agrees not to use said utility connections in a manner that will exceed such capacity and/or load rating. OSU further agrees to obtain consent from Stillwater before making any alteration to utility connections that would increase, diminish, degrade, or otherwise alter the capacity and/or load rating of any utility connection to the premises and building.

8. **Cooperation Between Parties:** OSU agrees to work cooperatively with Stillwater to develop and align educational programs and services for the Stillwater community.

9. **Commencement of Operations:** OSU shall commence full operation of the Arts Center facility on July 1, 2017. For purposes of this agreement, the term "full operation" shall mean that said Arts Center is open to the public and programs related to arts education, display, exhibition, studio services, and other artistic endeavors are available a minimum of forty (40) hours per week throughout the year. OSU shall be authorized to close the facility during the month of August 2017 for the purpose of inventory and remodeling and for periods of up to fourteen (14) days during the months of May and August thereafter during the term of this agreement for the purpose of cleaning and reorganizing. OSU is responsible for ensuring that any art classes, programs, or activities of any kind that are planned and scheduled prior to OSU commencing operations on July 1, 2017 are held as scheduled. In order to ensure that there is no disruption or gap to art programming during the commencement of operations, OSU may be required to allow the previous licensee to use the Arts Center building, premises, and equipment until the scheduled programming is completed.

10. **Director of the Arts Center:** The Director of the Arts Center shall be the Head of the OSU Department of Art, Graphic Design and Art History, or a faculty member appointed by the Head, in consultation with Stillwater and the Dean of the College of Arts and Sciences.

11. **Programming:** OSU shall conduct programs for the citizens of Stillwater related to arts education, display, exhibition, studio services, and other artistic endeavors. Said programs

shall be offered in accordance with all federal and state anti-discrimination statutes and/or regulations and shall be apportioned in a manner that is inclusive of all age groups. OSU shall submit to the City Manager on a semi-annual basis a program schedule containing a brief description of upcoming events, classes and/or activities and the age groups to be served. Any amendment to this schedule shall be submitted to the City Manager by electronic mail at least thirty (30) days before the class or activity is advertised. OSU shall also submit to the City Council an annual report of programs and activities conducted under this agreement which shall include class attendance and estimates of public attendance at events.

12. ***On-Site Studios; Artists in Residence:*** The Arts Center will house up to five (5) "artist in residence" studios divided among OSU faculty members and Stillwater community artists. Available on a competitive basis, the "artists in residence" will be required to teach a minimum of one (1) five-week course, or conduct a series of workshops, in the fall and spring.

13. ***OSU Department of Art Photography Program:*** The Arts Center will house the OSU Department of Art Photography Program Dark Room, and other studio facilities and equipment used by the program. These resources will be shared with the Arts Center community.

14. ***Personnel:*** OSU shall provide all administrative, instructional and custodial personnel necessary to provide the programs authorized under this agreement. Said personnel shall be under the exclusive direction and control of OSU, and shall not be considered employees or agents of Stillwater under any circumstance. Any and all volunteers participating in programs authorized by this agreement shall likewise be considered under the exclusive direction and control of OSU and not employees or agents of Stillwater under any circumstance. OSU shall conduct an extensive pre-employment criminal background investigation of all personnel and volunteers. Said background investigation process shall be subject to periodic review and approval by the City Manager.

15. ***Equipment, Tools, Materials and Supplies:*** OSU shall furnish all equipment, tools, materials and/or supplies necessary for it to conduct events, classes, and/or activities under this agreement. OSU may also use all equipment and supplies located on the premises owned by Stillwater.

16. ***Term of Agreement:*** This lease and operating agreement shall commence on July 1, 2017, and expire on June 30, 2020. The parties may mutually agree to extend this agreement for an additional three (3) year term, provided such agreement to extend is accepted in writing by both parties no later than thirty (30) days prior to the expiration of this agreement.

17. ***Oklahoma State University Contribution:*** Faculty, staff, and students from the OSU Department of Art, the OSU Museum of Art, and the OSU School of Visual and Performing Arts will contribute to the teaching and administration of the facility. The OSU Art Department will allocate funds, and the General University will supplement as necessary, to operate the Arts Center programs, which includes purchasing new equipment and paying for any required adjustments or renovations to the facility to create studio space, updating facilities/equipment, and improving the learning and teaching environment, but shall not include routine maintenance costs as set forth in Paragraph 7 above.

18. ***Program Fees; Gallery Receipts:*** OSU may charge a reasonable fee for any program offered under this agreement. All program fees collected shall be retained by OSU and used for the benefit of the program and operation of the Arts Center. OSU shall retain records of all program fee and gallery sales receipts for the duration of this agreement. OSU will provide an

annual financial report to the City Manager in sufficient detail to show the accounting for the Arts Center program.

19. **Audit, Public Disclosure Law Compliance:** Stillwater and OSU shall have a reciprocal right to audit all financial records kept by Stillwater and OSU pertaining to the operation of the Arts Center upon written notice. Stillwater and OSU shall make said records available for audit purposes as authorized herein within a reasonable time of receipt of such request. Stillwater and OSU acknowledge that the Arts Center is a public facility and that the records thereof are subject to public disclosure in accordance with the Oklahoma Open Records Act, 51 O.S. 24.A.1, *et seq.* Should OSU elect to hold public forums or organize a board or committee to advise on programming or operations, said gathering or entity shall be conducted in accordance with the Oklahoma Open Meetings Act, 25 O.S. §301, *et seq.*

20. **Entry:** Stillwater shall have the right to enter the Arts Center at any time, after reasonable notice to OSU, for purposes of inspection, maintenance, repair, or to make alterations. In emergency situations right of entry is immediate..

21. **Insurance, Indemnity:** OSU is an entity within the State System of Higher Education and, as such, represents that it has statutorily prescribed liability insurance coverage for the negligent acts of its officers, employees, and agents consistent with the provisions of The Oklahoma Governmental Tort Claims Act, including its limits of liability and exclusions therefrom. OSU represents that said insurance coverage and immunity are sufficient to meet the liability coverage standards set forth in the Stillwater City Code and other applicable regulations. OSU does not waive its sovereign immunity by entering into this Agreement and specifically retains all immunities and defenses available to it as a Sovereign pursuant to all applicable law.

22. **Signs:** OSU shall not affix nor otherwise place any sign on the exterior portion of the premises and building without first obtaining written consent from Stillwater. Stillwater may refuse consent to any proposed signage that is in Stillwater's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the premises and building. OSU shall repair all damage to the premises and building resulting from the attachment or removal of signs installed by OSU. Nothing in this provision shall be construed to prohibit OSU from utilizing existing signage and banner locations and altering the text and or symbols thereon as long as such alterations are specifically for the purposes as set forth herein.

23. **Default:** In the event OSU should default in the performance of any obligation hereunder on its part to be performed, Stillwater agrees to give OSU fifteen (15) days notice in writing of such default. Upon receipt of written notice of such default, OSU will work with Stillwater in good faith to correct issues that have caused said default and OSU shall have a period of thirty (30) days to take appropriate corrective action(s). In the event OSU shall fail to cure any default within the time allowed under this paragraph, Stillwater may terminate this agreement as set forth in Section 30 herein below, and if possession of the building and premises are not surrendered, Stillwater may enter said premises and remove OSU from possession thereof. Stillwater shall have, in addition to the remedies herein provided, any other right or remedy available to Stillwater on account of any OSU default, either in law or equity. Stillwater shall use reasonable efforts to mitigate its damages.

24. **Assignment or Sublease:** The Lessee may not assign the Lease or any interest therein, sublet the Leased Premises, or grant any concession or license within the Leased Premises, without the prior written consent of the Lessor. Any such assignment or subletting

without such written consent shall be void, and the Lessor shall have the option in such event to terminate this Lease.

25. **Notice:** Any notice required or permitted under this agreement shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

Stillwater: City Clerk/ City of Stillwater
723 South Lewis/P.O. Box 1449
Stillwater, Oklahoma 74076

OSU: Office of Legal Counsel
Board of Regents for the Oklahoma Agricultural & Mechanical Colleges
5th Floor, Student Union
Stillwater, Oklahoma 74078

26. **Waiver:** No waiver of any default of Stillwater or OSU hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Stillwater or OSU shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

27. **Headings:** The headings used in this agreement are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision thereof.

28. **Governing Law:** This agreement is governed by the statutes and laws of the State of Oklahoma and the Charter and Ordinances of the City of Stillwater.

29. **Termination:** This agreement is expressly terminable by either party providing sixty (60) days written notice to the other.

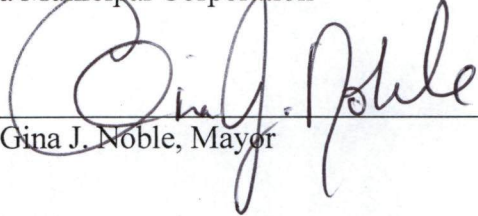
30. **Surrender of the Leased Premises:** At the expiration of the Term of the Agreement or other termination of this Lease, OSU shall quit and surrender the Leased Premises, including all equipment listed on Exhibit B, hereby demised in as good a state and condition as at the commencement of this Lease, reasonable use and wear and tear thereof and damages by the elements excepted. Any equipment that OSU purchased during the term of this agreement for the Arts Center may be removed at the option of OSU.

31. **Final Agreement:** This agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This agreement may be modified only by a further writing that is duly executed by both Stillwater and OSU.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

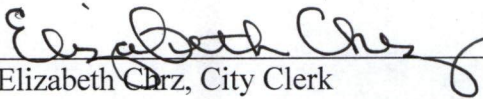
CITY OF STILLWATER, OKLAHOMA
a Municipal Corporation






Gina J. Noble, Mayor

ATTEST:


Elizabeth Chrz, City Clerk

APPROVED AS TO FORM AND LEGALITY THIS 17 DAY OF 8th, 2017.



John E. Dorman, City Attorney

OKLAHOMA STATE UNIVERSITY

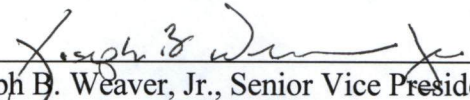
By: 
Joseph B. Weaver, Jr., Senior Vice President for
Administration and Finance

Exhibit A

Asset Description	Model/Serial #	Current Condition
Entry Room		
3 Tall Shelves with doors on wheels		Good
Black Table		Good
Front Counters		Good
Metal Stool		Good
3 Chairs		Good
Wood Room		
6 Tables on wheels		Good

2 Metal stools			Good
Wooden cabinet			Good
2 File Cabinets			Good
Lockers			Good
2 Metal cabinets on wheels	Transport		Good
Shelf with Wood Squares			Decent
Washing Machine	Maytag 3652		Good
Dryer	Maytag 3653		Good
Art Room			Good

Metal Cabinet on wheels	Transport	Good
Gray Wood table on wheels		Good
6 Folding tables		Decent (old)
4 Metal easels	Testrite	Good
Flammable Cabinet		Decent
Floor Heater		Good
6 Metal Frames for pictures		Great
2 Metal easels		Good

12 Wood easels		Good
16 Gray stools		Good
2 Tables		Decent
43 Black Metal chairs Stacked		Great
13 Clay Molding chairs		Good
1 Wood easel		Good
1 Metal easel		Good
Kitchen		
1 Dishwasher	Kitchen Aid	Good

2 Ovens	Kitchen Aid	Good
1 Fridge	Kenmore	Good
13 Black Metal Chairs		Good
2 Tables		Good
White Upright Freezer	Firgdaire	Good
TV	Phillips	Good
Brown Shelves		Good
Clay Room		Good
8 Medium Dry Racks	3656-3623-3641	Good

1 Large Drying Rack	3657	Good	
Bench Grinder	3642	Good	
15 Metal Stools		Good	
		Good	
3 Little chairs		Good	
6 Metal tables with wood tops		Good	
Clay Tables with circle wheel sitting by buckets	3643	Good	
Big Metal shelf on wheels	3664	Good	

Square woodne stand			Good
13 Metal shelves			Good
11 Pottery wheels	Thomas Sturart		Good
3 Wooden tables			Good
1 Metal table with wheels			Good
3 Red Metal Stools			Good
2 Metal stools			Good
2 Plastic drying cabinets			Good

Wood dolly with Drawer on top		Good
4 Clay containers		Good
Clay container on wheels		Good
Clay mixer	3664	Good
Clay folder/Peter Pugger	3665	Good
Scale	Morse	Good
Pottery Shelf for holding wood wheels		Good
Oxidizer/Silica		Good

2 Shelves for holding		Good
1 Red stool		Good
Chemical storage for glaze		Good
Kiln Room		Good
4 Kilns	3666-3669	Good
1 Kiln		Doesn't work
Metal Stool		Good
Shelves for Kiln Pieces		Good
Metal cart on wheels for wood pieces		Good

Black Metal Cabinet	3671	Good
Outside Patio		Good
Hot Box	Crescor	Good
Big Kiln	Olympic Gas Kiln	Good
53 Firing Pallets		Good
6 Bins on wheels		Good
Large Metal Trash container		Good
3 Metal shelves		Good
4 Wheel Dolly		Good

2 Wheel Dolly		Good	
Large Container ???		Good	
Shop Vac		Good	
2 Large cabinets holding outside tools		Good	
		Good	
Gallery		Good	
		Good	
8 Large wooden tables with handles		Good	
2 Medium wooden tables with handles		Good	
9 Large Black square tables		Good	

1 Rectangle table in Lobby		Good	
Front Offices		Good	
1 Metal desk	Transferred to Airport		
File Cabinet	Transferred to Airport		
4 Chairs on wheels	Transferred to Airport		
2 Metal Desk	Transferred to Airport		
Way Back Room			
3 Super Small file cabinet			
2 Small & 2 Large Diamond Router	Glastar Wising Inland		

4 Metal Tables with wheels		
4 Metal Tables with wheels		
15 Metal Stools		
1 metal chair		
Black Metal table on wheels		
Yellow Chair		
Desk		
Firing Box on Desk ???		

Oil Burner Moter			
2 Shelves			
Some kinda rectangle shaped thing			
2 Camera Developers or Magnifires			
Negative Carrier	Beseler		
2 Shop Vacs			
2 Door Metal Cabinet			
3 Shop Light Trim Reflectors	Beseler		

8 Wooden Shelves with Drawers	Metalux	No value - trashed
Small can on wheels	For Looming ???	
3 Looms		
1 Wood Table		
Rusty File Cabinet for Slides ???		
6 Wood Turnin Stations	Jet	
2 Pasta Machines	Al Dente	
1 Toaster oven	Black & Decker	

4 Wheel Dolly			
Black Wood Shelf			
Glass Machiner	Denver		
Glass Table Blowing			
27 Metal Slide Holders			
1 White Square table on wheels			
7 Glass Blowing Kilns			
3 Metal Glass blowing rods			

Glass Fusing Tub							
Big Black Metal Box with exhaust hose	Ace						
Cooker							
3 Tall metal lockers							
2 Glass blowing work stations							
Black Shelf							
2 Metal Chairs							
Glass table							

Kerosine Floor heater			
2 Metal folding tables			
Christmas Tree stand			
Gallery			
3 Rectangle glass cabinets			
1 Round glass cabinet			
2 Square glass cabinet			
1 Tall glass cabinet/Black			
1 Small square glass cabinet			

5 white square blocks		
3 Medium square blocks		
1 Large White square block		
1 Rectangle block White		
1 White table		
Kids Crafting Area		
Brown Cabinet		
1 Gray metal bookshelf		
Wall Lockers		

3 Big Black cabinets			
2 Small Black cabinets			
6 6 foot folding tables			
14 Metal chairs			
1 Stool wood/metal			
3 Wooden shelves for paper			
1 Tall metal Shelf			
4 Heavy duty metal shelves			

3 Large Cabinet seats with folding lids			
1 Small Wooden table with drawers			
1 Wooden table with slots			
4 Wood Easels			
1 Large 2 door wood cabinet			
Photography Studio			
Drying Closet for Pictures			
6 Developers & Timers		Beseler	
2 Stop Bath Tables with Plastic Tubs			

1 Metal stool			
1 Lamp on wall			
3 Digital timers			
Didn't count 10 wooden trays or the tons of plastic stop bath trays			
Looming Room			
6 Large looms		Storage for Ebay	
2 Weavers			
10 Thread machines			
Metal String Threaders			

12 Chairs			
13 4 ft folding tables			
4 Cubicle walls		No value - trashed	
Quilt Metal Large hanging		No value - trashed	
Wall of Cabinets			
Tall Hot Box			
3 Sewing Machines			
White table with wheels			
Storage in offic			

1 small, 1 medium & 1 large metal racks			
1 Podium			
Ladder			
2 yellow tool boxes			
2 Slide projectors			
Small metal shelf			
Small plastic shelf			
1 Saw			

Lots of Glass ????	Safe

**EXTENSION OF
MULTI-ARTS CENTER LEASE
AND OPERATING AGREEMENT**

THIS AGREEMENT is made and entered into on this 15 day of June, 2020 by and between the City of Stillwater, Oklahoma, a municipal corporation (hereinafter "Stillwater") and Oklahoma State University, (hereinafter "OSU").

WITNESSETH

WHEREAS, Stillwater and OSU entered into a Lease and Operating Agreement for Stillwater's Multi-Arts Center on or about the 17th day of July, 2017; and

WHEREAS, Stillwater and OSU intend to continue the contractual relationship established under said Agreement for an additional three (3) year term pursuant to Paragraph 16 of said Agreement.

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

1. Term of Agreement. Stillwater agrees to extend the terms and conditions of the Agreement for an additional three (3) year term beginning July 1, 2020 and ending June 30, 2023.

2. Effect of Contract Provisions. All provisions contained within the Agreement dated July 17, 2017 shall remain in full force and effect during the extension period and shall be binding on the parties hereto, except the following provision:

Paragraph 2, Building and Premises, shall be revised as follows: OSU shall rename the building "~~Stillwater Center for the Arts~~" "Prairie Arts Center" during the term of this agreement.

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

OKLAHOMA STATE UNIVERSITY

Rebecca Brienen, Director
By:

Approved and executed this 15 day of June, 2020.

CITY OF STILLWATER, OKLAHOMA
A Municipal Corporation



Attest:
(seal)

William H. Joyce
William H. Joyce, Mayor

Teresa Kadavy
Teresa Kadavy, City Clerk

Approved as to form and content this 6 day of July, 2020.

John E. Dorman
John E. Dorman, City Attorney

**SECOND AMENDMENT TO AND EXTENSION OF
MULTI-ARTS CENTER LEASE AND OPERATING AGREEMENT**

THIS AGREEMENT is made and entered into this 5 day of June, 2023, and made effective July 1, 2023, by and between the City of Stillwater, Oklahoma, a municipal corporation (hereinafter "Stillwater") and Oklahoma State University (hereinafter "OSU").

WITNESSETH

WHEREAS, Stillwater and OSU entered into a Lease and Operating Agreement for Stillwater's Multi-Arts Center on or about the 17th day of July, 2017 (the "Agreement");

WHEREAS, Stillwater and OSU extended the term of the Agreement through June 30, 2023, by entering into an Extension in 2020; and

WHEREAS, Stillwater and OSU intend to extend the Agreement for an additional three (3) year term pursuant to Paragraph 16 of the Agreement.

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

Section 2, *Building and Premises*, is hereby revoked in its entirety and a new Section 2, *Building and Premises*, is inserted, which shall read as follows:

2. ***Building and Premises:*** Stillwater hereby leases to OSU certain real property located at 1001 S. Duck Street, Stillwater, Oklahoma 74076, consisting of 14,544 sq. ft., hereinafter referred to as the "Leased Premises" or the "Arts Center," with the Stillwater-owned equipment contained therein, all as more particularly described on the attached Exhibit A, for the express and exclusive purpose of operating programs related to arts education, display, exhibition, studio services, retail art sales, and other artistic endeavors or events, set forth in this agreement. OSU shall rename the building "Prairie Arts Center" during the term of this Agreement.

Section 9, *Commencement of Operations*, is hereby revoked in its entirety and a new Section 9, *Commencement of Operations*, is inserted, which shall read as follows:

9. ***Commencement of Operations.*** OSU became responsible for full operation of the Arts Center facility on or about July 1, 2017. For purposes of this agreement, the term "full operation" shall mean that said Arts Center is open to the public and provides programs related to arts education, display, exhibition, studio services, and other artistic endeavors both on and off site approximately forty (40) hours per week throughout the year; provided, however, OSU shall be authorized to close the facility for regularly scheduled holidays in accordance with OSU's normal calendar and when OSU closes its Stillwater campuses for inclement weather. OSU shall be

authorized to close the facility for up to fourteen (14) days annually during the term of this agreement for the purpose of cleaning and organizing.

Section 11, *Programming*, is hereby revoked in its entirety and a new Section 11, *Programming*, is inserted, which shall read as follows:

OSU shall conduct programs for the citizens of Stillwater related to arts education, display, exhibition, studio services, and other artistic endeavors. Said programs shall be offered in accordance with all federal and state anti-discrimination statutes and/or regulations and shall be apportioned in a manner that is inclusive of all age groups. OSU shall post its program schedule on the Art Center website and take reasonable steps to ensure the schedule is accurate, with any changes to the schedule posted in a timely manner. OSU shall also submit to the City Council an annual report of programs and activities conducted under this agreement which shall include class attendance and estimates of public attendance at events.

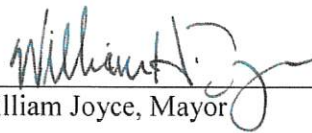
Section 13, *OSU Department of Art Photography Program*, is stricken in its entirety.

Section 16, *Term of Agreement*, is hereby revoked in its entirety and a new Section 16, *Term of Agreement*, is inserted, which shall read as follows:

16. ***Term of Agreement:*** This lease and operating agreement shall expire on June 30, 2026. The parties may mutually agree to extend this agreement for an additional three (3) year term, provided such agreement to extend is accepted in writing by both parties no later than thirty (30) days prior to the expiration of this agreement.

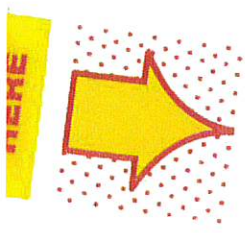
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF STILLWATER, OKLAHOMA
a Municipal Corporation



William Joyce, Mayor

ATTEST:





Seron Kadarog
City Clerk

APPROVED AS TO FORM AND LEGALITY THIS 5 DAY OF June, 2023.

Kimberly Carnley
Kimberly Carnley, City Attorney

OKLAHOMA STATE UNIVERSITY

Joseph B. Weaver, Jr.
Joseph B. Weaver, Jr., Senior Vice President for
Administration and Finance

**EXTENSION AGREEMENT AND SECOND AMENDMENT TO THE
CITY OF STILLWATER - OKLAHOMA STATE UNIVERSITY
MULTI-ARTS CENTER LEASE AND OPERATING AGREEMENT**

THIS AGREEMENT is made and entered into on this ___ day of _____ 2026 by and between the City of Stillwater, Oklahoma, a municipal corporation, and Oklahoma State University.

WITNESSETH

WHEREAS, the City of Stillwater (“Stillwater”) and Oklahoma State University (“OSU”) entered into a Lease and Operating Agreement dated July 17, 2017 (“Agreement”), for the lease and operation of the Multi-Arts Center, also known as the Prairie Arts Center, for an initial term beginning July 1, 2017, and ending June 30, 2020; and

WHEREAS, in accordance with Paragraph 16 of the Agreement, the parties extended the Agreement by executing an Extension of Multi-Arts Center Lease and Operating Agreement for an additional three (3) year term beginning July 1, 2020, and ending June 30, 2023; and

WHEREAS, pursuant to the Second Amendment to and Extension of Multi-Arts Center Lease and Operating Agreement dated June 5, 2023, the parties amended Paragraph 16 to extend the Agreement for an additional three (3) year term beginning July 1, 2023, and ending June 30, 2026, and authorized one additional three (3) year extension thereafter; and

WHEREAS, Stillwater and OSU intend to extend the agreement for an additional (3) year term in accordance with Paragraph 16 of the Agreement; and

WHEREAS, OSU has requested minor amendments to the Agreement to accommodate administrative changes to reflect which OSU Department will provide programs utilizing the Arts Center facilities and equipment; and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Extension Term. Stillwater and OSU agree to extend the Lease and Operating Agreement dated July 1, 2024, as amended, for an additional three (3) year term beginning July 1, 2026, and ending June 30, 2029.
2. Amendments. The Agreement shall be amended as follows:
 - a. Section 10, *Director of the Arts Center*, is hereby amended to be read as follows:

10. ***Director of the Arts Center:*** The Director of the Arts Center shall be appointed by OSU’s Associate Provost for the Arts, in consultation with Stillwater and OSU’s Provost for the Arts.
 - b. Section 12, *On-Site Studios; Artists in Residence*, is hereby amended to be read as follows:

12. ***On-Site Studios; Artists in Residence:*** The Arts Center shall provide studio privileges to a limited number of artists based on availability and programmatic needs. In consideration for studio access, participating artists shall contribute to the Arts Center’s programming and operations by engaging in activities such as teaching courses, leading workshops, offering open studio support to the public, and/or assisting with the maintenance and stewardship of studio

facilities. Specific exceptions and assignments may vary by term and will be determined by the Arts Center in accordance with its operational priorities.

c. Section 17, *Oklahoma State University Contribution*, is hereby amended to be read as follows:

17. ***Oklahoma State University Contribution:*** Faculty, staff, and students from OSU will contribute to the teaching and administration of the facility. The OSU Museum of Art will allocate funds, and the General University will supplement as necessary, to operate the Arts Center programs, which includes purchasing new equipment and paying for any required adjustments or renovations to the facility to create studio space, updating facilities/equipment, and improving the learning and teaching environment, but shall not include routine maintenance costs as set forth in Paragraph 7 above.

3. Effect of Contract Provisions. Except as amended herein, all provisions contained within the Agreement dated July 1, 2017, as previously amended, 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.

Oklahoma State University

City of Stillwater, Oklahoma
a Municipal Corporation

Brady Moore, City Manager

Name, Title

**OPERATION/MAINTENANCE AGREEMENT
FOR
LAKESIDE MEMORIAL GOLF COURSE**

THIS AGREEMENT, entered into this 10th day of July, 2024 for the management and operation of Lakeside Memorial Golf Course between the City of Stillwater, Oklahoma, a municipal corporation, hereinafter referred to as "Stillwater" and Henderson Golf Management, LLC, an Oklahoma Limited Liability Company, hereinafter referred to as "Henderson Golf".

WITNESSETH:

WHEREAS, the City of Stillwater is a municipal corporation established under the constitution and laws of the State of Oklahoma; and

WHEREAS, Henderson Golf Management, LLC is a limited liability company established under the constitution and laws of the State of Oklahoma; and

WHEREAS, Stillwater is the record owner of a parcel of land and buildings located at 5201 North Washington Street, Stillwater, Oklahoma commonly known as "Lakeside Memorial Golf Course" (hereinafter referred to as "Lakeside"); and

WHEREAS, it is the intention of Stillwater and Henderson Golf to enter into an agreement whereby Henderson Golf will operate and maintain Lakeside Memorial Golf Course.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, THE CITY OF STILLWATER AND HENDERSON GOLF DO HEREBY AGREE AS FOLLOWS:

**ARTICLE I
SCOPE, POSSESSION, TERM, DEBT LIMITATION**

1.1 SCOPE – OPERATION & MAINTENANCE

Henderson Golf shall operate and maintain Lakeside in accordance with the terms and conditions set forth in this Agreement and any executed amendment thereto.

1.2 POSSESSION

Stillwater shall deliver possession of Lakeside, including the clubhouse, a residential structure, and all out buildings to Henderson Golf. Henderson Golf shall have the right to utilize said facilities and equipment to execute its obligations set forth in this Agreement during the term thereof. Henderson Golf acknowledges that this Agreement is not a lease and that its right to possession and use of said facilities is limited by the terms of this Agreement.

1.3 TERM

This Agreement shall commence on September 1, 2024 and expire on June 30, 2025 unless earlier terminated as set forth herein. This Agreement may be extended for two (2) additional one-year terms by written agreement of the parties prior to expiration of the then current term. Each additional term shall correspond with Stillwater's fiscal calendar year as follows:

Optional Extension Year Two Term: July 1, 2025 through June 30, 2026

Optional Extension Year Three Term: July 1, 2026 through June 30, 2027

Any option to extend this Agreement must be made in writing and signed by the City of Stillwater.

1.4 DEBT LIMITATION

Henderson Golf acknowledges that any monetary obligation assumed by Stillwater after June 30, 2025 is subject to the debt limitation(s) set forth in the Oklahoma Constitution. Henderson Golf acknowledges that this Agreement extends beyond one or more fiscal years and pursuant to constitutional debt limitations there is no guarantee that funding will be available to service this agreement after June 30, 2025. In the event that no appropriation is made that is sufficient to service this agreement, then this agreement shall be null and void. The City of Stillwater shall notify Henderson Golf in writing of any such non-allocation of funds at the earliest possible date.

ARTICLE II OPERATION OF LAKESIDE BY HENDERSON GOLF

2.1 NAMING & LOGO

The name and logo of Lakeside shall remain unchanged. The official name of Lakeside shall continue to be **Lakeside Memorial Golf Course**. Nothing in this Agreement shall be construed as creating or assigning any naming rights or logo design rights to Henderson Golf. However, Henderson Golf may at its option choose to add language to promotional and informational materials to indicate or announce that the course is "**operated by Henderson Golf**". Any proposals by Henderson Golf to add such language are subject to the prior written approval of the Stillwater City Manager and if approved, added language shall appear in publications and materials below the official name of the golf course and in a type and size smaller than the official name of the golf course.

2.2 UTILITIES

Henderson Golf is solely responsible for all utilities, including but not limited to water, gas, and electricity, necessary to operate Lakeside on a daily basis. Provided however that Stillwater shall provide supplemental water to Henderson Golf in times of drought as set forth in Paragraph 3.3 of this Agreement.

2.3 TELEPHONE & INFORMATION TECHNOLOGY ('IT')

Stillwater shall continue to provide at no expense to Henderson Golf the current telephone and IT systems that are in place at Lakeside. Telephone and IT are to be used by Henderson Golf solely for matters necessary to the operation of Lakeside. Stillwater reserves the right to revoke these services if it at any time it deems that telephone and/or IT are being used for any purpose other than those specifically provided for herein. A schedule of telephone and IT equipment provided for Henderson Golf's use pursuant to this Agreement is attached as Exhibit A. The equipment in this paragraph is provided for Henderson Golf's use in operation of Lakeside only and nothing in this paragraph shall be construed as a transfer of ownership or title.

2.4 SECURITY

Henderson Golf is solely responsible for security at Lakeside including any costs thereof. Henderson Golf shall provide sufficient lighting and security personnel during off-hours. Henderson Golf may designate an authorized representative to reside in the residential structure located on Lakeside property in order to meet the security personnel requirement.

□

2.5 GOLF RATES, FEES, & SPECIALS

Henderson Golf shall in collaboration with Stillwater City Manager set the rates and fees for all activities and services at Lakeside. All rates and fees charged shall be consistent with those rates and fees charged by other municipal golf courses in Oklahoma. In establishing rates and fees, Henderson Golf may also take into consideration the rates and fees being charged by other golf courses in Stillwater, Oklahoma. A schedule of base and/or seasonal rates and fees shall be created once approved by both parties.

Henderson Golf may at its discretion offer specials, discounts, or coupons to various groups in order to increase rounds of golf played at Lakeside provided that any specials shall be offered and executed in a non-discriminatory manner.

2.6 MARKETING & PROMOTIONS

Henderson Golf shall be responsible for marketing and promotion of Lakeside through various media sources including but not limited to the official website, email, social media, and print media. The official website for Lakeside shall continue to be www.stillwatergolf.org. Henderson Golf shall submit updates and content recommendations for the official website to Stillwater for approval and publishing.

2.7 GOLF PROGRAMMING

Henderson Golf shall provide at a minimum golf programming as follows: junior or youth golf programs, tournaments, golf pro instruction, player development programs and instruction, league play, and management of daily play.

2.8 GOLF SCHOLARSHIP PROGRAM

Henderson Golf shall continue the Golf Scholarship Program that is currently in place at Lakeside. Henderson Golf shall identify recipients and offer scholarships to increase access to golf programs by underprivileged and low-income youth or junior golfers.

2.9 STILLWATER PUBLIC SCHOOL GOLF PROGRAMS

Henderson Golf shall continue to work in collaboration with Stillwater and Stillwater public schools to offer Lakeside facility and course privileges to Stillwater public school golf teams.

2.10 PRO-SHOP SALES

Henderson Golf shall be solely responsible for operation of the pro-shop during the term of this Agreement including but not limited to pricing, ordering inventory, retail sales and sales tax compliance. Henderson Golf is required to comply with all relevant state laws and city ordinances in operation of the pro-shop. Henderson Golf shall provide Stillwater a copy of its valid Oklahoma sales tax permit.

2.11 CLUBHOUSE FOOD & BEVERAGE

Henderson Golf shall be solely responsible for clubhouse food and beverage operations during the term of this Agreement including but not limited to pricing, ordering inventory, sales and sales tax compliance. Henderson Golf is solely responsible for all expenses related to Clubhouse food and beverage. Stillwater shall have no financial obligation for food and beverage orders or purchases during the term of this Agreement. Henderson Golf is required to comply with all relevant state laws and city ordinances in connection with clubhouse food and beverage operations. Henderson Golf shall provide Stillwater a copy of its valid Oklahoma sales tax permit and Payne County health inspection report.

Henderson Golf may at its option explore opportunities to expand the current food and beverage offerings at Lakeside. Any proposals to expand food and beverage services offered including but not limited to the option to offer a full-service bar including high point beer and/or liquor requires prior written approval of Stillwater.

Henderson Golf may contract with third-parties to offer clubhouse food and beverage services. Contracts with third-parties are subject to the prior written approval of Stillwater.

2.12 LICENSING & PERMIT COMPLIANCE

Henderson Golf shall at its own expense secure all necessary licensing and permitting required to operate Lakeside and all of its facilities and ancillary activities such as retail, food and beverage, and beer and alcohol sales. All required permits and licensing shall be in place and effective as of September 1, 2024.

2.13 TRACKING OF LAKESIDE STATISTICS

Henderson Golf shall track statistics including but not limited to rounds of golf played, tournament and league participation, and demographic data. Henderson Golf shall provide this information to Stillwater upon request.

**ARTICLE III
MAINTENANCE OF LAKESIDE BY HENDERSON GOLF**

For purposes of this Article "Facilities" shall mean any buildings or other city-owned structures or assets. "Golf Course" shall mean the grounds where the game of golf is played, comprised of a series of holes, each consisting of a teeing ground, a fairway, the rough and other hazards, and a green with a flagstick and hole.

3.1 FACILITIES MAINTENANCE

Henderson Golf shall maintain Lakeside facilities during the term of this Agreement at a high level and in a manner that Lakeside is returned in the same or better condition as it was as of the commencement of this Agreement. Henderson Golf shall be responsible for all regular custodial cleaning of all Lakeside facilities.

Henderson Golf shall be responsible for routine maintenance items including but not limited to painting, light bulb replacement as needed, and minor plumbing issues (e.g. clogged pipes)

Stillwater shall be responsible for major repairs of city-owned buildings and assets including repairs of structural or roof issues on buildings, any major plumbing and electrical issues requiring installation and/or re-routing of pipes or wiring, and any major appliance repairs or replacement. Major repairs shall be defined as required repairs costing more than \$1,500.

3.2 GOLF COURSE MAINTENANCE

Henderson Golf shall maintain Lakeside grounds during the term of this Agreement at a high level and in a manner that Lakeside is returned in the same or better condition as it was as of the commencement of this Agreement.

Acknowledgement of Present Condition of the Golf Course

The parties to this Agreement understand and acknowledge that Stillwater has a significant investment and interest in maintaining the present condition of the golf course. The parties to this Agreement have inspected and assessed the present condition of Lakeside golf course. Henderson Golf acknowledges and warrants that it has inspected the present condition of the course and understands that it is responsible for returning the golf course grounds in the same or better condition at the end of the term of this Agreement.

Maintenance Requirements

Henderson Golf shall maintain the golf course in accordance with Exhibit D. Henderson Golf shall ensure the golf course is maintained at a high level at all times to ensure safe playing conditions and that the present condition of the course remains or improves.

GCSAA Class "A" Superintendent Required

Henderson Golf shall employ a Superintendent who shall professionally manage all aspects of caring for the turfgrass and all landscaped grounds of the golf course. The superintendent shall be a member of the Golf Course Superintendents Association of America (GCSAA) and shall hold a valid and current Class "A" designation.

3.3 WATER

Henderson shall pay for all water used in maintenance and operation of the golf course grounds. Stillwater shall provide supplemental water at no additional cost to Henderson Golf during times of drought. For purposes of this Agreement, it will be deemed to be a "drought" when the holding pond water level drops below the effective level of the intake for the irrigation pumps.

**ARTICLE IV
COMPENSATION**

4.1 COMPENSATION

Stillwater shall pay Henderson Golf an annual sum of One Hundred Twenty Thousand and no/100 Dollars (\$120,000.00) for operation and maintenance of Lakeside. Stillwater shall pay this amount in monthly payments in the amount of Ten Thousand and no/100 Dollars (\$10,000.00) payable to Henderson Golf Management, LLC. This paragraph is expressly subject to the debt limitation(s) set forth in the Oklahoma Constitution as set forth in Paragraph 14 of the Agreement.

4.2 REPORTING

Henderson Golf shall submit an annual financial report to the City Council during a regular City Council Meeting on a form mutually agreed upon and approved by City Council no later than December 31, 2024. Said annual report shall be due on or before December 31, 2024, or December 31 of any exercised optional extension term, and shall, at minimum, contain the following details:

- a. Operating expenses;
- b. Revenue;
- c. Capital improvement expenditures and end of fiscal year balance in the capital improvement fund;
- d. Participant involvement;
- e. Problem resolution; and
- f. Goals for next fiscal year

4.3 REVENUE SHARING

Henderson Golf shall pay Stillwater a percentage of the revenues earned for operation of Lakeside based on Table 4.2A below. Revenue sharing applies for each year in which Henderson Golf's gross revenue exceeds \$900,000. This includes all gross revenues earned for operation of the golf course, clubhouse, pro shop, food and beverage, and any professional services rendered in connection with this Agreement. Henderson Golf shall retain all accounting records related to the operation of Lakeside for the duration of this Agreement and Stillwater shall have the right to audit such records at any time pursuant to Paragraph 5.2. The revenue sharing provided for under this provision shall be distributed on an annual basis prior to the end of the fiscal year.

**TABLE 4.2A
REVENUE SHARING**

Gross Annual Revenue	Percentage of Revenue due to City of Stillwater
\$900,001 – \$1,000,000	3%
\$1,000,001 – \$1,250,000	5%
\$1,250,001 and above	10%

4.4 NO MINIMUM REVENUE GUARANTEE

Henderson Golf acknowledges and understands that there is no minimum revenue guarantee for the operation and maintenance of Lakeside. Stillwater shall have no obligation under any circumstance to make any payments to Henderson Golf above and beyond what is provided for here in Article IV.

ARTICLE V GENERAL PROVISIONS

5.1 PERSONNEL

Henderson Golf shall provide all administrative, instructional, and custodial personnel necessary to provide the programs authorized under this agreement. Said personnel shall be under the exclusive direction and control of Henderson Golf, and shall not be considered employees or agents of Stillwater under any circumstance. Any and all volunteers participating in programs authorized by this agreement shall likewise be considered under the exclusive direction and control of Henderson Golf and not employees or agents of Stillwater under any circumstance. Henderson Golf shall conduct an extensive pre-employment criminal background investigation of all personnel and volunteers. Said background investigation process shall be subject to periodic review and approval by the City Manager. Henderson Golf shall be an equal opportunity employer and shall not discriminate on the basis of race, color, religion, sex, national origin, age, marital or veteran's status, political affiliation, handicapped status, or any other legally protected status.

5.2 AUDIT, PUBLIC DISCLOSURE LAW COMPLIANCE

Stillwater shall have the right to audit all financial records kept by Henderson Golf pertaining to the operation of Lakeside upon written notice. Henderson Golf shall make said records available for audit purposes as authorized herein within a reasonable time of receipt of such request. Henderson Golf acknowledges that Lakeside is a public facility and that the records thereof are subject to public disclosure in accordance with the Oklahoma Open Records Act, 51 O.S. 24.A.1, *et seq.* Should Henderson Golf elect to hold public forums or organize a board or committee to advise on programming or operations, said gathering or entity shall be conducted in accordance with the Oklahoma Open Meetings Act, 25 O.S. §301, *et seq.*

5.3 ENTRY

Stillwater shall have the right to enter Lakeside at any time, after reasonable notice to Henderson Golf, for purposes of inspection, maintenance, repair, or to make alterations. In emergency situations right of entry is immediate.

5.4 INSURANCE & INDEMNITY

Henderson Golf shall maintain a general liability insurance policy in minimum amounts equal to the liability limits for political subdivisions set forth in the Oklahoma Governmental Tort Claims Act, 51 O.S. §151, *et seq.*, and shall name the City of Stillwater, its officers, employees, and agents, as additional insured in such amounts, during the term of this agreement.

Henderson Golf further agrees to hold harmless and indemnify the City of Stillwater, its officers, employees, and agents or invitees for any liability occasioned by the intentional act or negligence of Henderson Golf officers, employees or agents while conducting operations authorized herein in or upon the premises, facilities, or buildings during the term of this agreement.

In addition to the foregoing, Henderson Golf shall maintain Workers' Compensation insurance in the statutory amounts.

Henderson Golf shall provide proof of all insurance coverage mandated by this agreement to the City Manager before entering onto Lakeside under this Agreement and shall thereafter provide such proof to the City Manager during the term of this agreement upon request.

STILLWATER DOES NOT PROVIDE ANY INSURANCE COVERAGE TO OR ON BEHALF OF

HENDERSON GOLF UNDER THIS AGREEMENT AND SHALL NOT BE LIABLE TO HENDERSON GOLF OR ANY THIRD PARTY FOR LOSS OR DAMAGE RESULTING FROM ANY ACTIVITY UNDER THIS AGREEMENT.

5.5 SIGNS

Henderson Golf shall not affix nor otherwise place any sign on the exterior portion of the premises and/or buildings without first obtaining written consent from Stillwater. Stillwater may refuse consent to any proposed signage that is in Stillwater's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the premises and building. Henderson Golf shall repair all damage to the premises and building resulting from the attachment or removal of signs installed by Henderson Golf. Nothing in this provision shall be construed to prohibit Henderson Golf from utilizing existing signage and banner locations and altering the text and or symbols thereon as long as such alterations are specifically for the purposes as set forth herein.

5.6 DEFAULT

In the event Henderson Golf should default in the performance of any obligation hereunder on its part to be performed, Stillwater agrees to give Henderson Golf fifteen (15) days notice in writing of such default. Upon receipt of written notice of such default, Henderson Golf will work with Stillwater in good faith to correct issues that have caused said default and Henderson Golf shall have a period of thirty (30) days to take appropriate corrective action(s). In the event Henderson Golf shall fail to cure any default within the time allowed under this paragraph, Stillwater may terminate this agreement as set forth in Section 5.12 herein below, and if possession of the building and premises are not surrendered, Stillwater may enter said premises and remove Henderson Golf from possession thereof. Stillwater shall have, in addition to the remedies herein provided, any other right or remedy available to Stillwater on account of any Henderson Golf default, either in law or equity. Stillwater shall use reasonable efforts to mitigate its damages.

5.7 ASSIGNMENT OR SUBLEASE

Henderson Golf may not assign this Agreement or sublet any portion of Lakeside, or grant any concession or license within Lakeside, without the prior written consent of the Stillwater. Any such assignment or subletting without such written consent shall be void, and Stillwater shall have the option in such event to terminate this Agreement.

5.8 NOTICE

Any notice required or permitted under this agreement shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

Stillwater: City Clerk/ City of Stillwater
723 South Lewis/P.O. Box 1449
Stillwater, Oklahoma 74076

Henderson Golf: Henderson Golf Management, LLC
4001 Fairfax Drive
Edmond, OK 73034

5.9 WAIVER

No waiver of any default of Stillwater or Henderson Golf hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Stillwater or Henderson Golf shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

5.10 HEADINGS

The headings used in this agreement are for the convenience of the parties only and shall not be considered in interpreting the meaning of any provision thereof.

5.11 GOVERNING LAW

5.12 TERMINATION

This agreement is expressly terminable by either party providing sixty (60) days written notice to the other.

5.13 EMERGENCY ENTRY

The Stillwater City Manager shall have the right to enter the premises and assume operational control of Lakeside without notice at any time the City Manager deems Lakeside facilities or golf course grounds have been damaged or are in imminent danger of being damaged or destroyed, irrespective of what or who caused the damage or imminent danger of damage.

5.14 NON-DISCRIMINATION

Henderson Golf shall manage its operations in accordance with all federal and state anti-discrimination statutes and laws and shall not deny access to any person based on race, ethnicity, national origin, gender, familial status, age, disability or any other protected status.

5.15 SURRENDER OF THE PREMISES

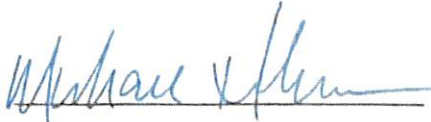
At the expiration of the Term of the Agreement or other termination of this Agreement, Henderson Golf shall quit and surrender the premises and any city-owned assets in as good a state and condition as at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted. Any equipment that Henderson Golf purchased during the term of this Agreement for Lakeside may be removed at the option of Henderson Golf.

5.16 FINAL AGREEMENT

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both Stillwater and Henderson Golf.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

HENDERSON GOLF MANAGEMENT, LLC



By: Michael Henderson, Managing Member

State of Oklahoma)

) ss

County of Oklahoma)

Subscribed and sworn to me before this 10th day of July, 2024 by



Rylee Light

Notary Public

(seal)
My Commission Expires: 15 Sept 2026
My Commission Number: 22012526

CITY OF STILLWATER, OKLAHOMA
A Municipal Corporation

William H. Joyce

William H. Joyce, Mayor



Teresa Kadavy

Teresa Kadavy, City Clerk

Approved as to form and content this 5 day of Aug, 2024

Kimberly Camley

Kimberly Camley, City Attorney

OPERATION/MAINTENANCE AGREEMENT
CITY OF STILLWATER LAKESIDE MUNICIPAL GOLF COURSE

EXHIBIT LIST

August 25, 2017

EXHIBIT	DESCRIPTION
A	Schedule of telephone and IT equipment
B	Pro-Shop Sales Inventory (February 1, 2017)
C	Clubhouse Food & Beverage Inventory (February 1, 2017)
D	Golf Course Maintenance Requirements
E	Grounds Equipment & Golf Carts
F	Maintenance Parts & Materials Inventory

EXHIBIT A

Henderson Golf may make the use of the following City of Stillwater IT equipment located at the golf course during the term of this agreement:

- (8) Dell Optiplex 7010 PC's
- (1) Dell Dimension 3100 PC
- (1) Toro Irrigation Custom Computer (City may be keeping / maintaining)
- (2) 17" POS Touchscreen LCD Monitors
- (6) 22" Dell Widescreen LCD Monitors
- (1) 19" Dell LCD Monitor
- (1) 15" Dell LCD Monitor
- (1) 24" Viewsonic Widescreen LCD Monitor (On Toro system – City may keep / maintain)
- (1) HP Black & White Laser Printer
- (1) HP Color Laser Printer
- (2) Receipt printers
- (2) barcode readers
- (2) Cash drawers
- (2) Dell 2824 Switches
- (1) Netgear 5-port 10/100 switch

The City of Stillwater will remove and retain the following IT equipment:

- (1) Cisco 2960S switch
- (1) NetVanta 3200 T1 Router
- (1) Eaton 5px1500rt UPS
- (5) Cisco 6941 VOIP phone sets
- (1) Cisco 8945 VOIP phone

EXHIBIT B

This page intentionally left blank. Exhibit B will be inserted upon completion of final inventory in February, 2018.

EXHIBIT C

This page intentionally left blank. Exhibit C will be inserted upon completion of final inventory in February, 2018.

Exhibit D

1. IRRIGATION – EQUIPMENT REQUIRED TO IRRIGATE ALL AREAS OF THE GOLF COURSE AND THE CLUBHOUSE GROUNDS

Scheduling - The entire Golf Course shall be irrigated as necessary in quantity and frequency consistent with seasonal requirements in order to support proper and vigorous growth of the turf. Additional hand watering shall be done to insure proper moisture levels of greens. The use of a hand held moisture meter is required while watering greens. Watering shall be done at night or other appropriate times so as not to interfere with golf play. Irrigation coverage shall be reviewed daily.

Maintenance - Vendor shall be responsible for the repair and/or replacement of all heads, wiring, electronics, computer systems, sensors, pumps, and pipe as needed to maintain the proper operation of the entire Golf Course irrigation system (including greens, tees, fairways, roughs, planters, flower beds, etc.) on an on-going basis. All replacement parts must meet or exceed original equipment installed. All repairs shall be approved by the City prior to any repair work. Any damage caused to the irrigation system including pumping station and control components, utilities, or structures, by the Vendor, shall be replaced or repaired at no expense to the City. All excavations shall be cordoned off to protect the public and filled in within 48 hours or less. At no time shall excavations be left open and unattended without proper barricades.

Duration - Irrigation maintenance includes system startup and proper winterization of irrigation system and pump house for the irrigation system on the Golf Course. Any damage incurred to the irrigation system, pump house components or related items through the improper winterization, improper maintenance or negligence of the Vendor will be replaced by the Vendor with original manufactured equipment and calibrated by an approved qualified technician at no additional expense to the City. All equipment shall be maintained in and in working condition within two (2) weeks of needed repair unless otherwise approved by the City. All repairs shall be brought to the attention of the City. Any third party vendors needed to repair components must first receive approval and provide the proper insurance before beginning work.

The Vendor shall be responsible for spring start-up and fall winterization of the entire system.

Trimming - Bi-monthly edging and trimming shall take place on all irrigation heads, isolation valves, splice boxes, and quick couplers.

Drainage Systems - All existing drain lines and fixtures should be maintained in working order at all times. Drain line risers are edged and trimmed monthly.

2. MISCELLANEOUS ITEMS

FENCES - Necessary repairs or replacement of all fences, gates and locking devices needed for the protection of the Golf Courses or equipment should be done immediately. All components shall meet or exceed current material specifications.

WET LANDS - Vendor shall clean all surface drains and culverts in wetland areas and throughout the Golf Course. All drainage structures must be kept free of debris at all times.

3. ENVIRONMENTAL COMPLIANCE AND RECORDKEEPING

Environmental Compliance / Sustainability Program - The Vendor shall comply with all City, local, State and Federal laws, regulations, policies and programs. City emergency pollution response procedures or equal must be adopted and followed. The Vendor is required to participate in the City's environmental compliance and Phase II Storm Water Management programs. Any costs associated with the proper disposal of environmental waste will be the responsibility of the Vendor.

Access to all facilities must be made available for environmental audit and review by City staff. Any environmental occurrence must be reported to the City immediately and/or as required by state and federal law.

The Vendor shall be responsible for maintaining all required licenses, certifications (i.e.: certified pesticide application), permits or other requirements for proper operation and maintenance of the Golf Course.

The City is actively involved in a sustainability program with the intent of reducing the negative environmental impact of golf maintenance and operations. The Vendor will be requested to cooperate with these existing programs.

Record Keeping & Reporting - The Vendor shall keep records of all maintenance practices on the Golf Course in such a fashion that the City can, at any time, audit records to determine that the terms of the contract are met, including but not limited to, pesticide application logs, fertilization applications, water use, hazardous and non-hazardous waste removal documents, fuel delivery and use, or others as requested.

4. MOWING

Greens, practice putting greens, and turf nursery shall be mowed seven (7) days per week during the active growing season by triplex type greens mowers. Frequency and height of cut should be 0.110" to 0.135" but may be modified, with prior approval by the City, as deemed necessary April through October. Early spring and end of season greens may be mowed as needed with height of cut not to exceed 0.145. The practice of alternate mowing patterns must be followed. Greens shall be mowed before daily course play begins.

Collars and aprons shall be mowed at least three (3) times per week during the active growing season, less during periods of dormancy. Collars and aprons height of cut shall be between 0.450 and 0.5 inches and shall be mowed with triplex greens mowers..

All tee areas shall be mowed with triplex greens mowers (alternating patterns) and grass clippings collected from the playing surface every other day, during the active growing season and less often during period of reduced growth. Height of cut shall be .450 to 0.5".

Fairways shall be mowed a minimum of three (3) times per week during the active growing season. Fairways are maintained at a height of 0.5" during the spring months and 0.75" on or about Labor Day.

Rough areas shall be mowed a minimum of twice one (2) time per week during the active growing season and less frequent during periods of slow growth. Roughts shall be maintained at a height of 2.0" during the growing season.

5. FERTILIZING

Types and analysis of fertilizers to be applied to greens, practice putting green(s), and turf nursery shall be determined from the results of soil nutrient testing and growing conditions. Approximately five (5) pounds of actual nitrogen per 1000 sq. ft. may be applied during the growing season. In general, greens shall be fertilized monthly with #1/2 lb. of N&K/1,000 sq. ft. (March through October) with a slow release fertilizer. Additional foliar application of 0.1 lb. N/1,000 sq. ft. shall be applied bi-weekly (March-April-May-Sept-Oct). Weekly foliar applications of 0.1 lb. N/1,000 sq. ft. June, July and August may also be applied. The application of micro nutrients shall be dictated by soil analysis results and recommendations. Applications of potassium are 5-7 pounds annually.

All tee areas shall be fertilized a minimum of three (4) times per year using a 1 to 1 N to K ratio applied at one and one-quarter (1-¼) lb. of Nitrogen per 1,000 sq. ft. The application of micro nutrients shall be dictated by soil analysis results and recommendations.

All fairways shall be fertilized a minimum of two (2) times per year with a 1 to 1 N to K fertilizer at an annual rate of 5.0 lbs. OF N&K/1,000 sq. ft. The application of micro nutrients shall be dictated by soil analysis results and recommendations.

Roughs between fairway and cart path and 40 ft. opposite side shall be fertilized at same rate as fairways.

6. AERIFICATION

Core aerify all greens, practice putting green(s) and turf nursery two times per year during the growing season. Remove cores; apply topdressing with 100% angular sand and drag until holes are completely filled. Spot topdressing may be applied to repair damage from ball marks or any other damage. Light topdressing may be done in conjunction with verticutting during the growing season. This shall be carried out with a minimum of interference with course play and with prior approval by the City.

Dry-jacking greens annually or deep tine aerify with using one-half inch (½") tines, with 2 X 2 spacing to an 8" to 10" depth in early spring. Application shall be done with an approved topdressing spreader. This shall be carried out with a minimum of interference with course play and with prior approval by the City

At a minimum, all tee areas are to be aerified once per year using 5/8" hollow tines at 2 X 2 spacing or use of an Aerway spiker once a year. An increased frequency of aerification may be required to promote turf health, using the appropriate equipment.

All fairways and rough shall be aerified one (1) time per year. Use of an Aerway spiker is allowed working compacted areas 2 times. If hollow tines are used cores are to be chopped, dragged, and tufts blown. Spot aerification may be done any time to relieve compaction. This shall be carried out with a minimum of interference to course play and with prior approval by the City.

7. TOPDRESSING

Topdressing specification and subsequent samples of the sand for greens, practice putting greens and nurseries shall be provided to the City for approval prior to application.

All tee areas shall be and top dressed monthly during the growing season with an approved as needed to recover divots.

8. WEED CONTROL

All greens, practice putting green(s) and turf nursery are maintained free of foreign grasses and weeds for a smooth playable surface. This will be achieved through both pre and post-emergence chemical applications. Applications will be done in a timely manner to minimize damage to course playability

All tee areas, fairways, and rough shall be kept free of weeds and undesirable grasses by the proper application of herbicides. Spot treatments with contact herbicide shall be performed as needed.

All planters, perennial or annual flower beds, perennial grass beds and landscaped beds shall be maintained and free of weeds and unwanted grasses whether by mechanical or chemical means. Adequate amounts (3" min.) of wood mulch should be maintained in beds at all times to prevent weed and grass infestation and maintain aesthetics

9. CHEMICALS AND PESTICIDES

This section applies to all Golf Course grounds including the maintenance of greens, tees, fairways, roughs, and right away.

All chemical and pesticide applications shall be made during the very early morning hours when golfers are not present.

Pesticide and chemicals shall be applied in accordance with all applicable laws and regulations, during proper weather conditions, and with all notifications and postings

The Vendor shall not use chemicals that require a special permit unless otherwise approved by the City.

10. INSECTICIDES

All greens, practice putting green(s) and turf nursery shall be treated on a preventative basis. An IPM (Integrated Pest Management) program will govern rates and timing of applications

Applications on tee areas shall be carried out on a preventive basis for white grubs. An IPM (Integrated Pest Management) program will govern rates and timing of applications.

All fairways are to be treated on a preventative basis for white grubs. An IPM (Integrated Pest Management) program will govern rates and timing of applications

Applications on roughs shall be carried out on a curative "as needed" basis. An IPM (Integrated Pest Management) program will govern rates and timing of applications.

11. FUNGICIDES

A preventative fungicide program with a minimum of 11 applications during the season and a minimum of 4 additional applications for the prevention of Take-all Patch and Fairy Ring shall be instituted on all greens, for prevention of all applicable diseases associated with bentgrass surfaces. An IPM (integrated Pest Management) program will govern rates and timing of applications.

Applications on tees, fairways, and roughs shall be carried out on a curative "as needed" basis. An IPM (Integrated Pest Management) program will govern rates and timing of applications.

12. GREENS

Cup Locations - Change cup locations on all greens and practice putting greens every day during the active season. Cup locations are moved at least twenty feet from the previous placement. Vendor must use hole target rings to help maintain a clean cup edge.

Grain Control - Verticutting shall be done a minimum of two (2) times from April to May and again at least two (2) times from September to October and shall be coordinated to compliment aerification and topdressing schedules. Combing and brushing may also be done.

Repair - Repair ball marks daily. Divots or any other damaged turf on all greens and practice putting greens should be repaired immediately.

Proper moisture levels shall be maintained with use of a moisture meter. Hand watering during the day shall be used to spot water greens as needed.

Bermuda grass encroachment should be managed around edges of bent grass greens.

Growth regulators should be used on a regular schedule throughout the growing season.

13. TEES – ALL AREAS USED FOR TEEING SURFACE

Set-up - Tee markers and all tee equipment shall be moved daily for proper teeing and to control turf wear. All tee and fairway yardage markers and GAM markers shall be trimmed monthly. Move green and tee markers to preserve hole yardage integrity.

14. FAIRWAYS, TEES, DRIVING RANGE TEE, and COLLARS

A minimum of four applications of primo max or similar growth regulator with 1/10 lb of N and 15 lbs per acre of a ferrous sulfate product shall be applied to the fairways, tees and collars during the growing season.

Driving range tee box shall be over seeded in fall with perennial at a rate of 600 lbs per acre with a minimum of 1 lb of N-P-K in fall.

Driving range shall be top-dressed on a three week interval to smooth teeing surface during growing season.

15. SAND BUNKERS

Maintenance - All sand bunkers (bunkers) shall be raked a minimum of four (4) times per week, edged and trimmed monthly, and sand added as needed to maintain a semi-soft dry smooth condition. Bunkers shall be maintained free of weeds, grasses and debris. Care shall be taken to maintain the design outline of the bunker to insure the integrity of the bunker shape. If integrity cannot be maintained the edges shall be rebuilt to the original design.

Depth - The depth of sand shall be checked on a regular basis and shall be an average depth of six inches (6") of soft, playable sand at all times.

Materials - Sand used to construct new and/or replenish existing bunkers shall meet the specifications of the City.

16. BERMUDA GRASS CHIPPING GREEN

Bermuda grass chipping green shall be aerified 3 times per year with ½ inch tines on a two (2) x two (2) inch spacing. Plugs shall be removed and top dressed with same sand used on greens.

Green shall be sprayed on same program as bentgrass greens. Additional granular fertilizer should be applied in the amount of 5lb N and K per season.

Green shall be managed similar to bentgrass greens when topdressing, and verticutting.

Mowing height shall be raised at Labor day to .175 and remain at that height until March 15.

17. PLANTERS, FLOWER BEDS AND LANDSCAPES

Trimming - The plant material (trees, shrubbery, perennial plants, flowers and ground covers) in planters, landscaped beds shall be trimmed for appearance and protected from wind, insect damage, and disease as needed or determined by the City.

New Trees - All trees planted within the twenty-four (24) month period previous to the commencement of this contract shall be maintained in good health by the Vendor. Trees shall be trimmed to improve appearance and to remove dying or dead branches. As directed by the City and as needed due to weather conditions, owner supplied water bags shall be reinstalled around the base of trees and filled with water for the remainder of the growing season. With City approval, guy wires and stakes shall be removed from those trees of sufficient size and establishment to be able to stand unassisted.

Mulch - Trees shall be mulched in accordance with the current practice by the City. Mulched areas around the base of trees shall be maintained at an adequate level (min. 3") and shall be kept free of weeds, unwanted grasses and litter.

Pruning - All ornamental trees are pruned for protection from wind and pests as well as for appearance. Large trees will be trimmed as needed to protect the public from injury or prevent damage to park facilities. Once identified by the City as a hazardous, all dangerous trees or limbs are to be removed promptly for public safety. All pruning, trimming or cutting will be done to International Society of Arboriculture standards. Unless damaged, no trees are to be removed without prior approval of the City.

Watering - All trees are watered as necessary to provide adequate moisture for proper growth.

18. GENERAL

Large area mowers should not be used within one foot of the trunk of all trees.

Girdling- Damage from string-line trimmers will not be tolerated. If the health of a tree is compromised as a result of Vendor's maintenance practices, it will be replaced as negotiated by the Owner.

Litter Control - Policing for debris and overall appearance of the Golf Course shall be done on a regular basis for the removal of litter (paper, leaves, cans, bottles, branches, etc.)

Weed eating- Creeks and all buildings and areas mowers cannot mow shall be weed eaten on a three week rotation during the growing season.

Cart path edging- Cart path edges shall be edged on a three week rotation during the growing season.

Clubhouse grounds- Clubhouse grounds including flower beds shall be mowed, edged and trimmed weekly during the mowing season.

Leaves shall be mulched and blown away during the fall months on greens, tees, and fairways during the fall months.

Fescue areas under trees shall be over seeded with a blend of turf type fescue and bluegrass blend in fall and spring with proper starter fertilizer.

Trees shall be removed from dam as required by NRCS.

Bent grass nursery shall be maintained for repairs to greens.

Right away along Richmond and Washington Street shall be mowed one a week during growing season.

Property consists of a total of 160 acres. It contains the following:

- 19 - SR1020 creeping bent grass greens- 120,000 square feet
- 1- 007 creeping bentgrass nursery- 5,000 square feet
- 1- Bermuda grass chipping green- 7,500 square feet
- 25 Acres of fairways, tees, and collars
- 100 Acres of rough and right away.

The Vendor shall employ a GCSAA Superintendent member (Superintendent) who shall hold a valid and current Class "A" DESIGNATION from the Golf Course Superintendents' Association of America (GCSAA).

Exhibit E



JOHN DEERE

P&K Equipment Inc

604 Eastgate
Stillwater, OK 74074
405.743.4050
Fax: 405.743.4089
Cell: 405.747.0621

June 27, 2017

Mike Buxton
405-614-3077
cwbymkb@gmail.com

Dear Mike,

Following is a listing of the equipment quotes that you requested. These are values that a buyer would purchase this equipment for.

➤ E Gator	W0E4X2E001108		\$200
➤ E Gator	W0E4X2E001572		\$200
➤ Turf Gator	W00TURF019199		\$750
➤ Turf Gator	W00TURF019125	(on blocks)	\$100
➤ Turf Gator	W00TURF019196		\$750
➤ 2500	TC250AG010467		\$200
➤ 2500	TC2500G015194		\$200
➤ 2500	TC250AG010476		\$200
➤ 2500	TC2500G011300	(on blocks)	\$200
➤ 2500	TC250AG010462		\$200
➤ (3) standard 11 blade reels			\$50
➤ (3) thatchaway reels			\$50
➤ (3) standard verticut reels			\$50
➤ 3235	TC3235T040204		\$750
➤ 3235	TC3235T040194		\$750
➤ 2030	VG2030A030127	(on blocks)	\$250
➤ 2030	TC2030A035388	(on blocks)	\$250
➤ 2030	TC2030A035389		\$1,000
➤ HD200			\$500
➤ 4400	LV3300H442030		\$2,000
➤ 4610	LV4610P265706		\$3,000
➤ 1200A	TC1200A136780		\$2,500
➤ 997	DM997SC022307		\$2,500
➤ 3682	28800907		\$500
➤ 721XR	14690703	(on blocks)	\$50
➤ 800	M0800AC010435		\$500

➤ 800	TC800AC040323	\$500
➤ 800	TC800AC040322	\$500
➤ 220B	M0220BX016481	\$50
➤ 220A	M00220A040139	\$50
➤ PF120B	16272284B	\$12,500
➤ Foley	31163201297	\$2,500
➤ 200	313000251	\$1,500

Please do not hesitate to contact me if you have any further questions or need additional information on this matter. Thank you once again for the opportunity to do business with your course.

Sincerely,



Alan Nietenhoefler, Golf/Turf Manager
P&K Equipment Inc

Justice Golf Car Co Inc OKC
 (405) 634-0571
 9300 S. I -35 Service Rd.
 Oklahoma City, OK 73160

Quote No. 12463
 Date: 06/27/17
 Page No. 1

Sold Lakeside Golf Club
 To 5201 N. Washington
 Stillwater, OK 74075

Ship Shawn Anderson
 To Justice Golf Car Co., Inc
 9300 S. I-35 Service Rd.
 Oklahoma City, OK 73160

Cust 2786 Ship date ASAP Ship via Company Truck
 Salesman Terms Net on receipt

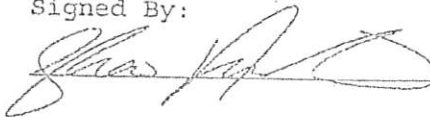
Quantity	Unit	Item Number	Description	Price	Unit	Extension
60	EACH	PARTS	2012 Precedent electrics	1250.00	EACH	75,000.00
1	EACH	PARTS	2013 Club Car range unit	2000.00	EACH	2,000.00
1	EACH	PARTS	2005 Club Car Cafe expres	1250.00	EACH	1,250.00
3	EACH	PARTS	2005 DS with cargo box	650.00	EACH	1,950.00

This is the actual cash value of the golf car & utility vehicle fleet at Lakeside Golf Course in Stillwater, Oklahoma.

Value assumes the equipment is in good overall condition, both mechanically and cosmetically, less normal wear and tear.

This is NOT an offer to purchase the fleet.

Signed By:



 * * * Q U O T E * * *
 Str: 1 Reg: 12 Drw: 12 Usr:CC 11:54
 Sale Amt 80,200.00
 Sales Tax .00
 Total 80,200.00

Golf Inventory
6.28.17

EXHIBIT F

Item	Number of Items	Unit of Measurement	Unit Price	Total Item Value
Irrigation Inventory				
Toro Gear drives	11	Units	\$ 95.00	\$ 1,045.00
2" compression	9	Units	\$ 8.00	\$ 72.00
2.5 "compression	9	Units	\$ 13.00	\$ 117.00
3" compression	7	Units	\$ 18.00	\$ 126.00
2.5 " couplers	12	Units	\$ 2.03	\$ 24.36
3" couplers	8	Units	\$ 3.00	\$ 24.00
2-2.5 " couplers	10	Units	\$ 9.99	\$ 99.90
2x3" couplers	10	Units	\$ 2.00	\$ 20.00
2x2" bushing	10	Units	\$ 2.14	\$ 21.40
2x1.5" bushing	20	Units	\$ 2.15	\$ 43.00
2x 2.5 adapter	20	Units	\$ 2.50	\$ 50.00
3" saddle	1	Units	\$ 50.64	\$ 50.64
4" barrel sleeve	2	Units	\$ 95.00	\$ 190.00
4" saddle	1	Units	\$ 79.00	\$ 79.00
diaphragms Toro	10	Units	\$ 75.00	\$ 750.00
Toro siliniods	10	Units	\$ 35.00	\$ 350.00
3" tees	10	Units	\$ 3.50	\$ 35.00
3"els	10	Units	\$ 300.00	\$ 3,000.00
1" hunter valve	1	Units	\$ 105.00	\$ 105.00
2" hunter valve	1	Units	\$ 65.99	\$ 65.99
2" tees	10	Units	\$ 4.14	\$ 41.40
6 " harco fittings	5	Units	\$ 100.00	\$ 500.00
2.5" els	12	Units	\$ 2.00	\$ 24.00
2.5 tees	8	Units	\$ 7.84	\$ 62.72
3" stick pipe	20	Units	\$ 20.00	\$ 400.00
4 inch drainage pipe	3	Units	\$ 20.00	\$ 60.00
1" pipe	8	Units	\$ 12.00	\$ 96.00
Irrigation Total				\$ 7,452.41
Fertilizer Inventory				
15-0-15	20	Bags	\$ 22.00	\$ 440.00
Extreme green 20	38	Bags	\$ 21.50	\$ 817.00
Super cal	15	Bags	\$ 13.00	\$ 195.00
21-0-0	80	Bags	\$ 12.50	\$ 1,000.00

Golf Inventory
6.28.17

Item	Number of Items	Unit of Measurement	Unit Price	Total Item Value
08-3-5 nature safe	15	Bags	\$ 20.00	\$ 300.00
15-2-15	12	Bags	\$ 62.80	\$ 753.60
long iron	2	30 gallon drums	\$ 249.00	\$ 498.00
8-16-16 fertilizer	11	Bags	\$ 55.00	\$ 605.00
ferrous suflate	8	Bags	\$ 20.00	\$ 160.00
epsom salt	3	Bags	\$ 15.00	\$ 45.00
Fertilizer Total				\$ 4,813.60
Chemical Inventory				
spray dye	1	Cases		\$ -
Headway	1	Link Pack	\$ 4,060.00	\$ 4,060.00
Primo	1	Link Pack	\$ 2,740.00	\$ 2,740.00
Ronstar G	11	Bags	\$ 50.00	\$ 550.00
007 spray	4	Cases	\$ 79.00	\$ 316.00
Tupersan	5	Bags	\$ 93.92	\$ 469.60
Seacal	7.5	Gallons	\$ 50.00	\$ 375.00
Ronstar flo	2.5	Gallons	\$ 412.50	\$ 1,031.25
Gulf stream	5	Gallons	\$ 75.00	\$ 375.00
Breeze	5	Gallons	\$ 75.00	\$ 375.00
Forte	1	Gallons	\$ 240.00	\$ 240.00
Dursban	2.5	Gallons	\$ 196.00	\$ 490.00
Avid	3	Gallons	\$ 150.00	\$ 450.00
tank cleaner	3	Quarts	\$ 13.00	\$ 39.00
defoamer	5	Quarts	\$ 15.00	\$ 75.00
Barricade	5	Bags	\$ 75.00	\$ 375.00
Koban	2	Cases	\$ 100.00	\$ 200.00
Chrolistar	2	Cases	\$ 150.00	\$ 300.00
Subdue	2	Gallons	\$ 199.00	\$ 398.00
Bensumec	8	Jugs	\$ 328.00	\$ 2,624.00
Offset	3	Gallons	\$ 65.04	\$ 195.12
Heritage	2	Cases	\$ 250.00	\$ 500.00
Freehand	1	Bags	\$ 150.00	\$ 150.00
Lexicon	0	Cases		\$ -
Dac-action	3	Cases	\$ 300.00	\$ 900.00
Triplet	1	Gallons		\$ 69.00
Chemical Total				\$ 17,296.97
INVENTORY TOTAL				\$ 29,562.98

**EXTENSION OF AGREEMENT #2
OPERATION/MAINTENANCE AGREEMENT
FOR LAKESIDE MEMORIAL GOLF COURSE**

THIS EXTENSION AGREEMENT is made and entered into on this ___ day of _____, 2026 by and between the City of Stillwater, Oklahoma and Henderson Golf Management, LLC.

WITNESSETH

WHEREAS, City of Stillwater (“Stillwater”) and Henderson Golf Management, LLC (“Henderson”) entered into a written Agreement on or about the 10th day of July 2024; and

WHEREAS, Paragraph 1.3 of said Agreement provides that the parties may extend the term of the Agreement for two additional one-year terms through execution of an extension agreement.

NOW, THEREFORE, the parties agree as follows:

1. Term of Agreement. The parties agree to extend the Operation/Maintenance Agreement dated July 10, 2024, for an additional one-year term beginning July 1, 2026 and ending on June 30, 2027.
2. Compensation. Stillwater shall pay to Henderson Golf an annual sum of One Hundred Twenty Thousand and no/100 Dollars (\$120,000.00) for operation and maintenance of Lakeside Memorial Golf Course. Stillwater shall pay this amount in monthly payments to Henderson in the amount of Ten Thousand and no/100 Dollars (\$10,000.00).
3. Effect of Contract Provisions. All provisions contained within the Agreement dated July 10, 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.

HENDERSON GOLF MANAGEMENT, LLC

By: Michael Henderson, Managing Member

State of Oklahoma)
) ss
County of Payne)

Subscribed and sworn to me before this ____ day of _____, 2026 by
Michael Henderson, Managing Member, Henderson Golf Management, LLC.

Notary Public

(seal)
My Commission Expires: _____
My Commission Number: _____

CITY OF STILLWATER, OKLAHOMA
A Municipal Corporation

William H. Joyce, Mayor

(seal)
ATTEST:

Teresa Kadavy, City Clerk

**LAKE McMURTRY
OPERATIONS AGREEMENT**

This operations agreement is made and entered into on this **5th** day of **June 2017**, by and between the City of Stillwater, Oklahoma, a municipal corporation (Stillwater) and the Lake McMurtry Friends, Inc., an Oklahoma non-profit corporation (LMF),

WITNESSETH:

WHEREAS, Stillwater is the owner of property and improvements generally located in Sections 15, 16, 17, 21, 22, 23, 26, 27, 28, 33, 34, and 35 Township 19 North, Range 1 East of the Indian Meridian, Noble County, Oklahoma, commonly known as "Lake McMurtry,"; and

WHEREAS, Lake McMurtry offers outdoor recreation for the benefit of the citizens of Stillwater; and

WHEREAS, LMF has offered and agreed to operate, manage, and maintain programming and facilities at Lake McMurtry, more specifically described herein, for the benefit of the citizens of Stillwater.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, IT IS MUTUALLY AGREED BETWEEN STILLWATER AND LMF, AS FOLLOWS:

1. **Operations:** LMF shall operate, manage, and maintain facilities and programming at Lake McMurtry. LMF's operation, management, and maintenance responsibilities under this agreement shall include:

- a. Facilities, buildings, grounds, trails, docks, camp grounds, and roads;
- b. Care, use, and operation of LMF owned equipment and Stillwater owned equipment on the premises used by LMF for its activities under this agreement;
- c. Concessions, including bait shops and sales, permit sales, and all recreation activities including camping, hiking, fishing, boating, hunting, biking, and related programs;
- d. Establishing and implementing fee structures for entry, access, and all activities or programs;
- e. Land leases, subject to Stillwater approval; and
- f. Capital improvements and facilities expansion, subject to the limitations set forth in Paragraph 14 of this agreement.

2. **Exclusions, Scope of Agreement:** This agreement shall not include operation, management, or maintenance of the Lake McMurtry Dam, the Stillwater Pistol and Rifle Club lease or Stillwater Police Department Gun Range area. LMF acknowledges that this agreement is only for the operation, management, and maintenance of Lake McMurtry, and is not a lease, nor does it entitle LMF to exclusive possession of the premises.

3. **Term:** This agreement shall commence on July 1, 2017, and expire on June 30, 2018.

4. **Commencement of Operations:** LMF shall enter and commence operations as provided herein on July 1, 2017.

5. **Hours of Operation:** Lake McMurtry shall be open to the public on a daily basis, between dawn to dusk, subject to seasonal adjustment and/or closure for inclement weather or public safety. LMF shall conspicuously post the hours of operation at all points of entry onto the Lake property.

6. **Personnel:** LMF shall provide all personnel necessary to operate, manage, and maintain Lake McMurtry in accordance with this agreement. Said personnel shall be under the exclusive direction and control of LMF, and shall not be considered employees or agents of Stillwater under any circumstance. Any

and all volunteers utilized by LMF in the execution of this agreement shall likewise be considered under the exclusive direction and control of LMF and not employees or agents of Stillwater under any circumstance. LMF shall conduct an extensive pre-employment criminal background investigation of all personnel and volunteers. Said background investigation process shall be subject to periodic review and approval by the City Manager. LMF may, at its option, make use of the Stillwater established background check program. If LMF uses the Stillwater background check program, LMF shall be responsible for all associated fees and costs.

7. Security, Fire Protection: Stillwater shall retain police and fire protection jurisdiction at Lake McMurtry during the term of this agreement. Neither LMF nor its employees shall have any law enforcement authority at Lake McMurtry and shall limit such activities to observation and reporting of violations of laws, ordinances, and/or posted rules and regulations to Stillwater. LMF may, however, construct or install security enhancements such as gates, alarm systems or cameras on the Lake property, provided that duplicate keys or access codes are provided to the City Manager.

8. Equipment, Tools, and Supplies: LMF shall furnish all equipment, tools, and/or supplies necessary for it to operate, manage, and maintain Lake McMurtry in accordance with this agreement.

9. Utilities: Stillwater shall maintain all septic systems existing on the effective date of this agreement. Stillwater shall additionally provide at no charge weekly trash pickup from two (2) centralized locations (one on each side of the lake) and water service.

10. Allocation of Revenue: LMF shall retain one hundred percent (100%) of all revenue generated by Lake McMurtry user fees and concessions during the term of this agreement. Said revenues shall be used by LMF to fund operations, management, and maintenance under this agreement. All excess user fee and concession revenue collected by LMF under this agreement shall be deposited in a designated fund to pay for capital improvements at Lake McMurtry.

11. Compensation: Stillwater and LMF each acknowledge that one of the purposes of this agreement is to make Lake McMurtry a financially self-sustaining recreational facility. Stillwater shall fund LMF's operation, management and maintenance activities during FY 2017-18 as follows:

- a. Stillwater shall make four (4) quarterly payments of \$50,000 to LMF on July 1, 2017, October 1, 2017, January 1, 2018, and April 1, 2018 for the operational services described in Paragraph 1 of this agreement.
- b. LMF shall submit quarterly reports to Stillwater during FY 2017-18 setting forth operating expenses, revenue, and capital improvement expenditures to date. Said reports shall be due on September 30, 2017, December 31, 2017, March 31, 2018, and June 30, 2018.

12. Annual Reporting: LMF shall submit an annual financial report to the City Council during a regular Council Meeting. Said report shall be due on or before May 31st, 2018 and shall, at minimum, contain the following details:

- a. Operating expenses
- b. Revenue
- c. Capital improvement expenditures and end of fiscal year balance in the capital improvement fund.

19. Audit, Public Disclosure Law Compliance: Stillwater has the right to audit all financial records kept by LMF pertaining to the operation of the Lake upon written notice. LMF shall make said records available for audit purposes as authorized herein within a reasonable time of receipt of such request. LMF acknowledge that the Lake is a public facility and that the records thereof are subject to

public disclosure in accordance with the Oklahoma Open Records Act, 51 O.S. 24.A.1, *et seq.* Meetings of Lake McMurtry Friends shall be conducted in accordance with the Oklahoma Open Meetings Act, 25 O.S. §301, *et seq.*

14. Capital Improvements, Alterations: LMF may make capital improvements, including the construction of new or alteration of existing buildings or structures on Lake McMurtry with the consent of Stillwater. LMF acknowledges that any such construction exceeding \$50,000 in value is subject to competitive bidding under the Public Competitive Bidding Act of 1974, 61 O.S. § 101, *et seq.* LMF agrees to comply with said Act.

15. Insurance, Indemnity: LMF shall maintain a general liability insurance policy in minimum amounts equal to the liability limits for political subdivisions set forth in the Oklahoma Governmental Tort Claims Act, 51 O.S. §151, *et seq.*, and shall name the City of Stillwater, its officers, employees, and agents, as additional insured in such amounts, during the term of this agreement. LMF further agrees to hold harmless and indemnify the City of Stillwater, its officers, employees, and agents or invitees for any liability occasioned by the intentional act or negligence of LMF's officers, employees, volunteers or agents while conducting operations authorized by this agreement during the term thereof. LMF further agrees to hold harmless and indemnify Stillwater, its officers, employees, and agents or invitees from all fines, suits, proceedings, claims, demands, actions, loss, expense from liability of any kind whatsoever (including but not limited to attorney fees and costs incurred in litigation) and from any whomsoever asserting the same arising or growing out of or in any way connected with the LMF's management and operation of its organization and service. LMF shall immediately report all accidents or serious injuries occurring at Lake McMurtry to the City Manager. LMF shall maintain Workers' Compensation insurance in the statutory amounts. LMF shall provide proof of all insurance coverage mandated by this agreement to the City Manager before July 1, 2017, and shall thereafter provide such proof to the City Manager during the term of this agreement upon request.

16. Entry: Stillwater shall have the right to enter the premises at any time and from time to time to examine the same or to make alterations and repairs, or for any purpose which it may deem necessary for the operation or maintenance of the Lake. Stillwater shall notify LMF in writing of all alterations and repairs performed. Stillwater specifically retains the right to use the above-described property in any way it desires which will not unreasonably interfere with LMF's use of said property.

17. Fee Schedules: LMF shall establish an annual schedule of user fees for Lake McMurtry patrons. Said schedule shall be submitted by LMF to the City Manager for review and approval by July 1, 2017.

18. Legal Compliance, Permits: LMF shall comply with all applicable laws, regulations, ordinances and codes of federal, state and local governments in its execution of this agreement. LMF shall apply for and secure any and all licenses and permits necessary to complete its responsibilities under this agreement.

19. Default: In the event of a default made by LMF regarding any covenant or condition of this agreement and upon receipt of written notice thereof, Stillwater and LMF will work together in good faith to correct issues that have caused said default and LMF shall have a period of one hundred eighty (180) days to take appropriate corrective actions. In the event LMF shall fail to cure any default within the time allowed under this paragraph, Stillwater may declare the agreement ended and terminated by vote of the City Council. Stillwater shall provide LMF a written notice of its election to so terminate, which said notice shall be served at least sixty (60) days prior to the effective date of such termination. Stillwater shall have, in addition to the remedies herein provided, any other right or remedy available to Stillwater on account of any LMF default, either in law or equity. Stillwater shall use reasonable efforts to mitigate its damages.

20. Non-Discrimination: LMF shall operate and manage Lake McMurtry in accordance with all federal and state anti-discrimination statutes and laws and shall not deny access to any person based on race, ethnicity, national origin, gender, familial status, age, disability or any other protected status.

21. Change of Status: LMF shall immediately report to Stillwater any change in its "not for profit corporation" status.

22. Notice: Any notice given hereunder by either of the parties hereto shall be considered as having been legally given when deposited in the United States Post Office with postage thereon fully prepaid, addressed as follows:

City Clerk
City of Stillwater
Post Office Box 1449
Stillwater, Oklahoma 74076

Lake McMurtry Friends, Inc.
324 S. Husband Street, Suite 101
Stillwater, Oklahoma 74074

23. Waiver: No waiver of any default of Stillwater or LMF hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Stillwater or LMF shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

24. Headings: The headings used in this agreement are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision thereof.

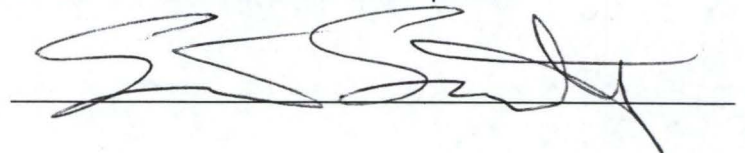
25. Governing Law: This agreement is governed by the statutes and laws of the State of Oklahoma and the Charter and Ordinances of the City of Stillwater.

26. Termination: This agreement is expressly terminable by either party providing one hundred eighty (180) days written notice to the other.

27. Final Agreement: This agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This agreement may be modified only by a further writing that is duly executed by both Stillwater and LMF.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

LAKE MCMURTRY FRIENDS, INC.,
an Oklahoma Not-For-Profit Corporation



ATTEST:

SECRETARY



CITY OF STILLWATER, OKLAHOMA,
A Municipal Corporation

Gina Noble
GINA NOBLE, MAYOR

ATTEST:

Elizabeth Chey
CITY CLERK

Approved as to form and legality this 19 day of June, 20 17.

J. Dorman
JOHN L. DORMAN, CITY ATTORNEY

**EXTENSION OF OPERATIONS AGREEMENT
LAKE MCMURTRY FRIENDS**

THIS AGREEMENT is made and entered into on this 4th day of JUNE 2026 by and between CITY OF STILLWATER, OKLAHOMA, a municipal corporation, and LAKE MCMURTRY FRIENDS, INC., an Oklahoma Not for Profit Corporation.

WITNESSETH

WHEREAS, City of Stillwater ("Stillwater") and Lake McMurtry Friends, ("LMF") entered into a written Operations Agreement on or about the 5th day of June 2017; and

WHEREAS, Stillwater and LMF 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, THE PARTIES AGREE AS FOLLOWS:

1. Term of Agreement. Stillwater and LMF agree to extend the Operations Agreement dated June 5, 2017, for an additional one-year term beginning July 1, 2026 and ending June 30, 2027.

2. Compensation. Stillwater shall fund LMF's operation, management and maintenance activities during the extension period of July 1, 2026 – June 30, 2027, as follows:

a) Stillwater shall make four (4) quarterly payments of Forty-Five Thousand Dollars and 00/100 (\$45,000.00) on July 1, 2026, October 1, 2026, January 1, 2027, and April 1, 2027 for the operational services set forth in the Agreement dated June 5, 2017.

b) LMF shall submit quarterly reports to Stillwater during the extension period (FY26-27) setting forth operating expenses, revenue, and capital improvement expenditures to date. Such reports shall be due on September 30, 2026, December 31, 2026, March 31, 2027, and June 30, 2027.

3. Fee Schedules. LMF shall establish an annual schedule of user fees for Lake McMurtry patrons. Said schedule shall be submitted by LMF to the City Manager for review and approval by July 1, 2026.

4. Effect of Contract Provisions. All provisions contained within the Agreement dated June 5, 2017, 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.

LAKE MCMURTRY FRIENDS, INC.,
an Oklahoma Not for Profit Corporation

[Signature]
PRESIDENT/CHAIRMAN

ATTEST:

N/A
Secretary
(seal)

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

Before me, a Notary Public in and for said County and State on this 4 day of June, 2026, personally appeared, Scott H. Stordley, President of Lake McMurtry Friends, Inc. to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

[Signature]
NOTARY PUBLIC

My Commission Expires: 1-27-28
My Commission Number: 20001037



CITY OF STILLWATER, OKLAHOMA
A Municipal Corporation

William H. Joyce, Mayor

(seal)
ATTEST:

Teresa Kadavy, City Clerk

AGREEMENT is made a term beginning July 1, 2026 and ending June 30, 2027 by and between Independent School District No. 16 of Payne County, Oklahoma (STILLWATER PUBLIC SCHOOLS) and the City of Stillwater, contracting on behalf of Stillwater Police Department (STILLWATER POLICE DEPARTMENT) as follows:

WITNESSETH:

WHEREAS STILLWATER PUBLIC SCHOOLS agree to work with the STILLWATER POLICE DEPARTMENT and the STILLWATER POLICE DEPARTMENT agrees to manage a School Resource Officer (SRO) Program in STILLWATER PUBLIC SCHOOLS consisting of full time School Resource Officers (SROs) as police department staffing levels permit, their vehicles, supplies and equipment; and WHEREAS STILLWATER PUBLIC SCHOOLS and the STILLWATER POLICE DEPARTMENT desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by the said SROs in STILLWATER PUBLIC SCHOOLS; NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Goals and Duties of School Resource Officers - It is understood and agreed that STILLWATER PUBLIC SCHOOLS and the STILLWATER POLICE DEPARTMENT share the following goals and duties with regard to the School Resource Officer (SRO) Program in STILLWATER PUBLIC SCHOOLS:

1.1. Goals of the SRO Program:

- 1.1.1. To prevent and reduce school violence and juvenile crime;
- 1.1.2. To create and maintain a safe, secure and orderly learning environment;
- 1.1.3. To create a positive image of police in the minds of students;
- 1.1.4. To enable students to become better informed and more effective citizens; and
- 1.1.5. To encourage members of STILLWATER PUBLIC SCHOOLS and the STILLWATER POLICE DEPARTMENT to continue working together towards these common goals.

1.2. STILLWATER PUBLIC SCHOOLS Goals:

- 1.2.1. To report any crimes that occur on campus, and to cooperate with the law enforcement officials in their investigation of crimes that occur at school or when a student is a victim of a crime and

1.3. STILLWATER POLICE DEPARTMENT Goals:

- 1.3.1. To respond quickly to major disruptions and criminal offenses at the various school sites; and
 - 1.3.2. To encourage SROs to attend extra-curricular activities held at schools, when possible.
- 1.4. To protect lives and property for the citizens and public-school students of the City of Stillwater;
 - 1.5. To enforce Federal, State and Local criminal laws and ordinances;
 - 1.6. To investigate criminal activity committed on or adjacent to school property;
 - 1.7. To schedule officers to provide security for athletic events or other school activities at the request of the principal or his designee;
 - 1.8. To coordinate with the school administration to develop plans and strategies to prevent and/or minimize dangerous situations on or near campus;

- 1.9. To develop and expand crime prevention programs and other programs that may be needed;
- 1.10. To provide law-related counseling to students, teachers, staff and parents;
- 1.11. To provide classroom instruction on a variety of law-related topics;
- 1.12. To prepare lesson plans for the instruction provided;
- 1.13. To assist the superintendent, principals, faculty and staff in enforcing the campus code of conduct and other schools' rules in order to maintain a safe learning environment in the following manner.
 - 1.13.1. When it pertains to preventing a disruption that would, if ignored, place students, faculty and staff at risk of harm, the SRO will resolve the problem to preserve the school climate.
 - 1.13.2. IN ALL OTHER CASES disciplining students is a School District responsibility, and the SRO will alert administration and/or take students to the office where school discipline can be meted out.
- 1.14. To provide traffic control during the arrival and departure of students and during special events as requested by school officials;
- 1.15. To establish and maintain a positive rapport with students, teachers and staff;
- 1.16. To participate in campus activities, student organizations, and athletic events when appropriate;
- 1.17. To participate in the Safe and Healthy Schools Committee; and
- 1.18. To become familiar with the various social service agencies available in the Stillwater community.

2. Employment and Assignment of School Resource Officers

- 2.1. The STILLWATER POLICE DEPARTMENT agrees to provide School Resource Officers (SROs) during the term of this agreement as department staffing allows. The SROs shall be employees of the STILLWATER POLICE DEPARTMENT and shall be subject to the administration, supervision and control of the STILLWATER POLICE DEPARTMENT, except as such administration, supervision and control are subject to the terms and conditions of this Agreement.
- 2.2. The STILLWATER POLICE DEPARTMENT agrees to provide and to pay the SROs' salary and employment benefits in accordance with the applicable salary schedules and employment practices of the STILLWATER POLICE DEPARTMENT. The SROs shall be subject to all other personnel policies and practices of the STILLWATER POLICE DEPARTMENT except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.
- 2.3. The STILLWATER POLICE DEPARTMENT, in its sole discretion, shall have the power and authority to hire, discharge and discipline SROs.
- 2.4. When police department staffing levels permit, SROs shall be assigned by the STILLWATER POLICE DEPARTMENT as follows:
 - 2.4.1. Of the 4 SROs one shall be assigned to Stillwater High School; one shall be assigned to Stillwater Junior High; and one shall be assigned to Stillwater Middle School. Any of the 4 SROs may be assigned to an Elementary School Site on an as-needed basis as determined by an internal schedule.
 - 2.4.2. Any of the four SROs may respond to Lincoln Alternative Academy as needed.

2.4.3. Rotation of SRO's will be considered on an annual basis as agreed upon by STILLWATER POLICE DEPARTMENT and STILLWATER PUBLIC SCHOOLS.

2.4.4. In the event an SRO is absent from work, the SRO shall notify both his/her supervisor at the STILLWATER POLICE DEPARTMENT and the principal of the school to which the SRO is assigned.

3. Duty Hours

3.1 When assigned, SROs will report to their assigned site 30 minutes before the beginning of school until 30 minutes after students are released at the assigned school site. Any time worked passed a 40-hour work week will be compensated in accordance with standard departmental practice.

3.2 When school is closed for a holiday or other reasons, the SRO may use his/her accumulated comp time and/or vacation time to take that day off, or be assigned other police department-related tasks. When school is not in session, but it is considered a workday for school employees (such as professional days and parent-teacher conferences), the SRO may work in the schools as needed or as requested by school officials for training, meetings, or as needed by the Stillwater Police Department.

3.3 Summer Hours

3.3.1 During the summer break, when school is not in session, the SROs will be assigned to the schools a minimum of **two weeks** after the last day of school and two weeks before the first day of school. Additional time in the schools may be requested by school officials and/or SROs, and must be approved by Police Department Administration.

3.3.2 Time will be allotted for the SROs to attend other school-related events and/or training.

3.4 The SROs will be allowed to use their time off as needed as long as it does not interfere with their duties as SROs or other needs of the Police Department. It is recommended that the SROs take the bulk of their time off in the summer or during scheduled school holidays; however, situations may arise whereas they may need time off during a regular school day.

3.5 STILLWATER PUBLIC SCHOOLS recognizes that in the event of an emergency, as defined by the needs of the Police Department, one or more SROs may be needed by the STILLWATER POLICE DEPARTMENT to leave their school duty station during normal duty hours as described above and to perform other services for the STILLWATER POLICE DEPARTMENT. STILLWATER POLICE DEPARTMENT and STILLWATER PUBLIC SCHOOLS will collaborate to minimize SROs from being removed from their assignments within the schools.

4. Basic Qualifications of School Resource Officers (SROs)

4.1. To be an SRO, an officer must first meet all of the requirements in SOP 340 and the following basic qualifications:

4.1.1. Shall possess sufficient knowledge of the applicable Federal and State laws, City ordinances, and Board of Education policies and regulations;

4.1.2. Shall be capable of conducting in-depth criminal investigations;

4.1.3. Shall possess even temperament and set a good example for students;

4.1.4. Shall possess communication skills that would enable the officer to function effectively; and

4.1.5. Shall maintain a harmonious relationship with STILLWATER PUBLIC SCHOOLS.

5. Chain of Command

- 5.1. As employees of the STILLWATER POLICE DEPARTMENT, SROs shall follow the chain of command as set forth in the STILLWATER POLICE DEPARTMENT Standard Operating Procedures (SOP) Manual.
- 5.2. In the performance of their duties, SROs shall coordinate and communicate with the principal or the principal's designee of the school to which they are assigned.

6. Training/Briefing

- 6.1. Training Sessions will be conducted to provide SROs with appropriate in-service training such as updates in the law, in-service firearms training, and CLEET training. The STILLWATER PUBLIC SCHOOLS also may provide training in Board of Education Policies, regulations and procedures. STILLWATER PUBLIC SCHOOLS agrees to pay an annual reimbursement to the City of Stillwater not to exceed \$4,000 for training costs associated with school resource officer safety and security.

7. Dress Code

- 7.1. The SROs will be required to wear a departmental-issued uniform. The uniform shall be provided by the STILLWATER POLICE DEPARTMENT.

8. Supplies and Equipment

- 8.1. Motor vehicles. The STILLWATER POLICE DEPARTMENT shall provide a vehicle for each SRO. The STILLWATER POLICE DEPARTMENT will be responsible for the Insurance, maintenance and any other expenses associated with the operation and upkeep of the vehicle.
- 8.2. Weapons and ammunition. The STILLWATER POLICE DEPARTMENT agrees to provide each SRO with all weapons and ammunition.
- 8.3. Office and Office Supplies. STILLWATER PUBLIC SCHOOLS agrees to provide each SRO with a private office that is properly lighted and climate controlled. The office shall be furnished with a desk with drawers, chair, worktable, phone and a filing cabinet that can be properly locked and secured for confidential files and/or records. The SRO also shall be provided a computer and printer. The SRO shall also have access to a copy machine, fax machine, secretarial assistance, and technical support. The school agrees to provide each SRO with the usual and customary office supplies and forms required in the performance of their duties.

9. Transporting Students

- 9.1. It is agreed that SROs shall not transport students in their vehicles except:
 - 9.1.1. When the students are victims, a witness of a crime, access Safe Place, are under arrest, or some other emergency circumstances exist; and
 - 9.1.2. When students are suspended and sent home from school pursuant to school disciplinary actions if the student's parent or guardian has refused or is unable to pick up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of other students and school personnel, as determined by the school resource officer or his/her supervisor.
- 9.2. If circumstances require that the SRO transport a student, other than an arrest, then the school must provide a school official or employee to accompany the officer in the vehicle.
- 9.3. If the student to be transported off campus is not under arrest, a victim, a witness of a crime, or violent or

disruptive, the school administration shall provide transportation for the student and the SRO may accompany a school official in transporting a student.

- 9.4. Student shall not be transported to any location unless it is determined that the student's parent, guardian or custodian is at the destination to which the student is being transported. SROs shall not transport students in their personal vehicles.
- 9.5. SROs shall notify the school principal, as well as the STILLWATER POLICE DEPARTMENT before removing a student from campus.

10. Investigation, Interviewing, Search and Arrest Procedures

- 10.1. STILLWATER PUBLIC SCHOOLS recognize that during the investigation of crimes, arrests may be necessary. Such "arrests" may be the mere issuance of a ticket or a summons or a custodial arrest. SROs may issue citations and/or summons as situations dictate, however, whenever possible, SRO's should notify the site principal, or their designee, prior to a student being taken into custody. If prior notification is not feasible, the SRO should notify the school administration as soon thereafter as possible.
- 10.2. STILLWATER PUBLIC SCHOOLS recognize that during any criminal search or investigation SROs are required to follow STILLWATER POLICE DEPARTMENT protocols and procedures.
- 10.3. STILLWATER PUBLIC SCHOOLS shall not restrict SROs' ability to search individuals under arrest, search for weapons based on probable cause, or to conduct a pat down for weapons based on reasonable suspicion. STILLWATER POLICE DEPARTMENT shall exercise sound professional judgment and comply with applicable law when conducting searches. STILLWATER POLICE DEPARTMENT shall be responsible for its own negligent acts and omissions.

11. Bomb Threats

- 11.1. It is a felony to give false information concerning the placement of a bomb in a school building. School officials, the SRO and fire safety officials shall cooperate in the implementation of procedures in the event of a bomb threat (see STILLWATER PUBLIC SCHOOLS Emergency Procedures Manual). In all cases, the principal shall report such incidents to the Superintendent, and to the SRO. In the absence of physical evidence, it is the Superintendent and Principal's decision to evacuate the school

12. Controlled Substances

- 12.1. School officials shall notify the SRO in all cases involving ALL possessions, sales or distribution of controlled substances at school or school activities as required by Title 70 in the Oklahoma State Statutes.
- 12.2. Any controlled substances or suspected controlled substances confiscated by school officials shall be turned over to the SRO for proper identification and eventual destruction as required by Title 70 in the Oklahoma State Statutes.
- 12.3. If there is probable cause to believe that a student or any other person has sold or is selling controlled substances at or near a school, the SRO shall be notified and the SRO should proceed according to law and Stillwater Police Department policy.

13. Riots and Civil Disorders

- 13.1. In the event of a riot or civil disorder the SRO is expected to take appropriate police action.
- 13.2. If, in the opinion of the principal or SRO, additional law enforcement personnel are needed to restore and/or maintain order, the SRO will contact the appropriate law enforcement agency and request

assistance. The principal or his designee also shall notify the Superintendent.

- 13.3. To the extent possible, all communications should be made by telephone or other secure communication to avoid alarming the public and news media.
- 13.4. The Superintendent or his designee shall be prepared to respond to questions from the news media, parents and other members of the public as soon as order is restored.
- 13.5. If deemed necessary by school and law enforcement officials, the media and the public may be restricted to an area *off campus* away from the disturbance until order is restored.
- 13.6. Information regarding those arrested and removed from campus shall be released in accordance with the Oklahoma Open Records Act or the Federal Freedom of Information Act.

14. Access to Education Records

- 14.1. School Official Designation. The District designates the assigned SROs as "School Officials" with a "Legitimate Educational Interest" as defined by FERPA (34 CFR § 99.31(a)(1)(i)). This designation is to be narrowly construed and is for the limited purpose of assisting the District with:
 - 14.1.1 Maintaining a safe and secure school environment.
 - 14.1.2 Investigations of criminal activity occurring on school property or at school-sponsored events.
 - 14.1.3 Protecting the health and safety of students or other individuals.
- 14.2. Scope of Access to Student Information System and Education Records. The District shall grant the SROs **limited, secure access** to the student information system or physical education records only as necessary to fulfill the legitimate educational interest defined above. This access shall be restricted to data points such as, but not limited to:
 - 14.2.1 Student directory information (as defined by the District's Board of Education).
 - 14.2.2 Class schedules and attendance records.
 - 14.2.3 Any other information specifically deemed necessary by the Superintendent of
 - 14.2.4 Schools or their designee for a health or safety emergency or criminal investigation.
- 14.3. Confidentiality and Training. SROs shall be trained annually by the District on the requirements of FERPA, specifically the proper handling, use, and non-disclosure and re-disclosure of Personally Identifiable Information (PII) from education records. SROs shall use PII only for the purpose of fulfilling their duties as a School Official under this MOU.
 - 14.3.1 Prohibited Use: SROs shall not use access to the student information system for general criminal law enforcement purposes unrelated to school safety or an incident involving a student on school grounds. Access shall not be utilized to create a law enforcement database of student information.
 - 14.3.2 Re-Disclosure: SROs shall not re-disclose PII obtained from student education records to any other person or agency, including other members of their employer, the Stillwater Police Department, unless:
 - 14.3.2.1 The re-disclosure is authorized by the District in writing.

14.3.2.2 The re-disclosure is allowed under a FERPA exception (e.g., in response to a lawfully issued subpoena or court order).

14.3.2.3 The re-disclosure requirements of FERPA are satisfied, including but not limited to, the receiving party uses the PII only for the purposes for which the disclosure was made and the SRO makes and maintains a record of the re-disclosure.

14.4. Law Enforcement Records. Records created and maintained by SROs in their capacity as a law enforcement officer, for law enforcement purposes (e.g., arrest reports, investigative reports), are Law Enforcement Records and are not considered "education records" under FERPA (34 CFR § 99.8). The disclosure of such records is governed by Oklahoma state law and City policy, not by FERPA.

15. Roles and Responsibilities of the District

15.1. Provide FERPA Training to all assigned SROs.

15.2. Establish and monitor the SROs' specific access level within the student information system.

15.3. Determine what student information is necessary for the SROs to perform their duties as School Officials

15.4. Maintain a record of all disclosures of PII from education records made by school personnel to the SRO under the "health or safety emergency" exception of FERPA, including the articulable and significant threat that formed the basis of the disclosure.

16. Roles and Responsibilities of the City

14.6.1 Ensure that all assigned SROs complete the District's FERPA training.

14.6.2 Require SROs to adhere to the limited scope of access and use of student information as defined in this MOU.

14.6.3 Require SROs to consult with the appropriate school administrator prior to requesting access to an education record, whenever practicable, and document the basis for the request.

14.6.4 Require SROs to safeguard any PII obtained from the District's education records, ensuring it is secured in a locked area or secure electronic system separate from general Department records.

17. Evaluation

15.1. It is mutually agreed that the STILLWATER PUBLIC SCHOOLS shall evaluate the SRO Program and the performance of each SRO annually. It is further understood that the STILLWATER PUBLIC SCHOOL'S evaluation of each officer is advisory only and that the STILLWATER POLICE DEPARTMENT retains the final authority to evaluate the performance of the SROs.

18. Compensation

16.1. The District agrees to reimburse The City of Stillwater for a portion of SRO compensation in the amount of \$50,000 per SRO per fiscal year. For the four (4) SROs designated under this Agreement, the total aggregate cost to the District shall be capped at \$200,000 annually. The City of Stillwater shall provide the District with itemized monthly invoices for reimbursement of actual expenses incurred.

19. Term of Agreement

19.1. The term of this agreement is one year commencing on 7/01/2026 and ending on 6/30/2027. The Agreement may be renewed and extended annually for additional and successive one-year terms pursuant to mutual ratification and written approval of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Operations Agreement to be executed the day and year first written above.

Independent School District No. 16 of
Payne County, Oklahoma, Stillwater
Public Schools

Dr. Gay Washington
President, Board of Education

Date _____

City of Stillwater, Oklahoma

Brady Moore
City Manager

Date _____



Budget Amendment Request
For Budget Year 2026

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

Office: 405.372.0025
Web: stillwater.org

Date: 06/08/2026

Department: City Manager's Office

Requested by: Christy Cluck

Explanation:

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

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:					
Sales Tax - GF	1010000 - 41000		\$ 33,000,000	\$ 525,000	\$ 33,525,000
Use Tax	1010000 - 41002		\$ 6,100,000	\$ 455,000	\$ 6,555,000
Sales Tax - Transportation	2600000 - 41000		\$ 11,000,000	\$ 175,000	\$ 11,175,000
	-				\$ 0
	-				\$ 0
Decrease:					
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

\$ 1,155,000

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Christy Cluck

Date: 6-8-2025

Approved by CMO: _____

Date: _____

Approved by City Council: Yes No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--



Budget Amendment Request
For Budget Year 2026

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

Office: 405.372.0025
Web: stillwater.org

Date: 06/08/2026

Department: City Manager's Office

Requested by: Christy Cluck

Explanation: Expenditure:
Increase transfers-out from General Fund to SUA for the dedicated portion of the increase in sales tax projections and from General Fund to the City Capital Fund for the increase in use tax projections.

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:					
Transfer Out - SUA	1010000 - 71003		\$ 11,000,000	\$ 175,000	\$ 11,175,000
Transfer Out - City Capital Fund	1010000 - 71000		\$ 7,129,211	\$ 455,000	\$ 7,584,211
	-				\$ 0
	-				\$ 0
	-				\$ 0
Decrease:					
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

\$ 630,000

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Christy Cluck

Date: 6-8-2026

Approved by CMO: _____

Date: _____

Approved by City Council: Yes No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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Budget Amendment Request
 For Budget Year 2026

Department of Finance
 723 S. Lewis Street/P.O. Box 1449
 Stillwater, OK 74076-1449
 Office: 405.372.0025
 Web: stillwater.org

Date: 06/08/2026

Department: City Manager's Office

Requested by: Christy Cluck

Explanation:

Expenditure:
 Increase contingency amounts using the increase in sales tax projections for the undedicated portion of the sales tax received in the General Fund.

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Contingency	1011020 - 53067	\$ 0	\$ 350,000	\$ 350,000
		-			\$ 0
		-			\$ 0
		-			\$ 0
		-			\$ 0
Decrease:		-			\$ 0
		-			\$ 0
		-			\$ 0
		-			\$ 0
		-			\$ 0

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

\$ 350,000

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Christy Cluck

Date: 6-8-2026

Approved by CMO: _____

Date: _____

Approved by City Council: Yes No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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Budget Amendment Request
For Budget Year 2026

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

Office: 405.372.0025
Web: stillwater.org

Date: 06/08/2026

Department: City Manager's Office

Requested by: Christy Cluck

Explanation: Revenue:
Increase transfers-in from General Fund to City Capital Fund for the increase in use tax projections.

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Transfer In	1050000 - 61000	\$ 3,744,781	\$ 455,000	\$ 4,199,781
		-			\$ 0
		-			\$ 0
		-			\$ 0
		-			\$ 0
Decrease:		-			\$ 0
		-			\$ 0
		-			\$ 0
		-			\$ 0
		-			\$ 0

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

\$ 455,000

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Christy Cluck

Date: 6-8-2026

Approved by CMO: _____

Date: _____

Approved by City Council: Yes No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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Budget Amendment Request
For Budget Year 2026

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

Office: 405.372.0025
Web: stillwater.org

Date: 06/08/2026

Department: City Manager's Office

Requested by: Christy Cluck

Explanation:

Revenue:
Increase revenue projections to account for increased visitor tax collections.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Visitor Tax	1500000 - 41104		\$ 1,800,000	\$ 462,000	\$ 2,262,000
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 462,000

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Christy Cluck

Date: 6-8-2026

Approved by CMO: _____

Date: _____

Approved by City Council: Yes No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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Budget Amendment Request
 For Budget Year 2026

Department of Finance
 723 S. Lewis Street/P.O. Box 1449
 Stillwater, OK 74076-1449
 Office: 405.372.0025
 Web: stillwater.org

Date: 06/08/2026

Department: City Manager's Office

Requested by: Christy Cluck

Explanation:

Expenditure:
 Increase transfers-out from Visitor Tax Fund to SEDA for the dedicated portion of the increase in visitor tax projections.

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Transfer Out	1500000 - 71000	\$ 1,800,000	\$ 462,000	\$ 2,262,000
		-			\$ 0
		-			\$ 0
		-			\$ 0
		-			\$ 0
Decrease:		-			\$ 0
		-			\$ 0
		-			\$ 0
		-			\$ 0
		-			\$ 0

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

\$ 462,000

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Christy Cluck

Date: 6-8-2026

Approved by CMO: _____

Date: _____

Approved by City Council: Yes No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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Budget Amendment Request
For Budget Year 2026

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

Office: 405.372.0025
Web: stillwater.org

Date: 06/15/2026

Department: Police

Requested by: Chief Christopher Hassig

Explanation:

Revenue:
Increase revenue to reflect receipt of donations and proceeds of the vaccine clinic.

	Account Name	Account Number (xxxxxxx-xxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Animal Welfare / Donations	1016027 - 48701	20PD09101	\$ 0	\$ 11,563	\$ 11,563
	Vac Clinic Proc / Donations	1016027 - 48701	23PD03101	\$ 0	\$ 2,750	\$ 2,750
	Heartworm Donation / Donations	1016027 - 48701	24PD03101	\$ 0	\$ 20	\$ 20
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 14,333

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Chris Church

Date: 6-9-2026

Approved by CMO: _____

Date: _____

Approved by City Council: Yes No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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Budget Amendment Request

For Budget Year 2026

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

Office: 405.372.0025
Web: stillwater.org

Date: 06/15/2026

Department: Police

Requested by: Chief Christopher Hassig

Explanation: Expenditure:
Appropriate funds received from donations to Animal Welfare and Proceeds of the vaccine clinic.

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:					
Animal Welfare / Donations	1016027 - 53041	20PD09101	\$ 12,433	\$ 11,563	\$ 23,996
Vac Clinic Proc / Donations	1016027 - 52033	23PD03101	\$ 6,190	\$ 2,750	\$ 8,940
Heartworm Donation / Donations	1016027 - 53041	24PD03101	\$ 0	\$ 20	\$ 20
	-				\$ 0
	-				\$ 0
Decrease:					
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

\$ 14,333

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Chris Clark

Date: 6-9-2026

Approved by CMO: _____

Date: _____

Approved by City Council: Yes No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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Budget Amendment Request

For Budget Year 2026

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

Office: 405.372.0025
Web: stillwater.org

Date: 06/10/2026

Department: Police

Requested by: Chief Hassig

Explanation:

Revenue:
Increase budget to reflect the award of SAFE grant funds received for FY26. This grant provides funding for body cameras and a forensic computer.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	SAFE Grant / State Grant Revenue	1016025 - 43200	26PD02101	\$ 0	\$ 27,600	\$ 27,600
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 27,600

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Chief Church

Date: 6-10-2026

Approved by CMO: _____

Date: _____

Approved by City Council: Yes No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--



Budget Amendment Request
For Budget Year 2026

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

Office: 405.372.0025
Web: stillwater.org

Date: 06/10/2026

Department: Police

Requested by: Chief Hassig

Explanation: Expenditure:
Appropriate funds for the SAFE grant for FY26. This grant provides funding for body cameras and a forensic computer.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	SAFE Grant/Police Other Equip	1016025 - 54008	26PD02101	\$ 0	\$ 27,600	\$ 27,600
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 27,600

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Chief Cluck

Date: 6-10-2026

Approved by CMO: _____

Date: _____

Approved by City Council: Yes No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--



REPORT TO: CITY COUNCIL

MEETING DATE: JUNE 15, 2026

Agenda Item:	3.I. CC-26-102
Previous/Related Action:	
Background/Issue:	We have had public requests for seating benches at Strickland Playground. Locations were determined and benches were ordered.
Proposal/Solution:	Install two benches on the west side of Mya's playground.
Financial Source/Impact:	Two benches were ordered from Oklahoma Correctional Industries for \$700. Mya's Promise offered to purchase one of the benches.
Related Pillar(s):	Quality of Life
Recommended Action/Motion:	Accept the donation of \$350 for a bench for Mya's Playground at Strickland Park.
Prepared By:	Jim Scott
Reviewed By:	Barbara Bliss Christy Driskel Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Parks Donation Mya's Promise



Budget Amendment Request
For Budget Year 2026

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

Office: 405.372.0025
Web: stillwater.org

Date: 06/03/2026

Department: Events and Recreation

Requested by: Barbara Bliss

Explanation:

Revenue:
Increase revenue for the receipt of a donation from Mya's Promise for an additional bench at the PlayAbility playground at Strickland Park.

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Mya's Promise-Bench	2305010 - 48701	26PR03230	\$ 0	\$ 350
		-			\$ 0
		-			\$ 0
		-			\$ 0
		-			\$ 0
Decrease:		-			\$ 0
		-			\$ 0
		-			\$ 0
		-			\$ 0
		-			\$ 0

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

\$ 350

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance:  _____

Date: 6/4/2026

Approved by CMO: _____

Date: _____

Approved by City Council: Yes No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--

Budget Amendment Request
 For Budget Year 2026

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

Office: 405.372.0025
 Web: stillwater.org

Date: 06/03/2026

Department: Events and Recreation

Requested by: Barbara Bliss

Explanation:

Expenditures:
 Appropriate funds for an additional bench at the PlayAbility playground at Strickland Park. Funding is provided by a donation from Mya's Promise.

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount	
Increase:	Mya's Promise - Bench	2305010 - 53041	26PR03230	\$ 0	\$ 350	\$ 350
	-	-	-			\$ 0
	-	-	-			\$ 0
	-	-	-			\$ 0
	-	-	-			\$ 0
Decrease:	-	-	-			\$ 0
	-	-	-			\$ 0
	-	-	-			\$ 0
	-	-	-			\$ 0
	-	-	-			\$ 0

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

\$ 350

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance:  _____

Date: 6/4/2026

Approved by CMO: _____

Date: _____

Approved by City Council: Yes No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--



REPORT TO: CITY COUNCIL

MEETING DATE: JUNE 15, 2026

Agenda Item:	3.m. CC-26-103
Previous/Related Action:	
Background/Issue:	The City of Stillwater utilizes various traffic control materials and equipment for traffic safety at intersections, in school zones, and along roadways where traffic needs to safely merge. This requires maintenance to add or replace these items as needed.
Proposal/Solution:	Staff is requesting the purchase of one traffic signal pole to replace the damaged pole at Hall of Fame Avenue and Perkins Road, two school zone flashing beacons for placement on 12th Avenue near the Lincoln Academy and on Willis Street near Westwood Elementary School, two solar-powered crosswalk flashers for placement at the intersection of Sunrise Avenue and Jardot Road, pavement marking stencils for pavement painting on Washington Street near Will Rogers Elementary School and delineators (candlesticks) for placement at 6th Avenue and Western Road and at N. Washington Street and Richmond Road.
Financial Source/Impact:	Funds are available in the amount of \$59,880 from the Transportation Sales Tax Fund. The budget amendment is attached for approval.
Related Pillar(s):	Effective Services
Recommended Action/Motion:	During a meeting of the Transportation Project Advisory Committee (TPAC) on May 28, 2026, the committee took action to recommend commencement of the project. Motion to approve a budget amendment to purchase traffic control materials, equipment and installation services in the amount of \$59,880.
Prepared By:	Mark White, Public Works Dir.
Reviewed By:	Mark White Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Traffic Safety BA
2. Traffic Safety Materials Quote Table

Traffic Control Materials, Equipment, S

Item	Cost	Qty	Total
School Zone Flashing Beacons	\$ 10,200	2	\$ 20,400
Traffic Signal Pole Replacement	\$ 20,000	1	\$ 20,000
Solar Powered Crosswalk Flasher	\$ 1,750	2	\$ 3,500
Pavement Marking Stencils	\$ 4,000	LS	\$ 4,000
Delineators	\$ 2,000	LS	\$ 2,000
Subtotal			\$ 49,900
20% Contingency			\$ 9,980

Grand Total \$ 59,880

LS = Lump Sum

5/28/2026

Services

Description
12th Ave
Willis Street
Hall of Fame/Perkins
Sunrise/Jardot
Washington/Will Rogers
6th and Western
Washington/Richmond



REPORT TO: CITY COUNCIL

MEETING DATE: JUNE 15, 2026

<p>Agenda Item:</p>	<p>3.n. CC-26-104</p>
<p>Previous/Related Action:</p>	<ul style="list-style-type: none"> • CC 24-54; Task Order Agreement with Black and Veatch for Engineering Services for FY25 Water and Sewer Capital Projects. • SUA-2025-5, CC-2025-21, SUA-2025-6; authorizing a FAP loan from the Oklahoma Water Resources Board (OWRB). • SUA – 25-36; SUA authorizing easement acquisition expenditures.
<p>Background/Issue:</p>	<p>The FY25 CIP Water Projects include replacement of water lines along N Airport Industrial Access Road, W. Airport Road, Land Run Drive, and Wright Drive in the vicinity of Stillwater Regional Airport. The new waterlines are proposed within the City-owned and private properties. Staff have completed landowner negotiations for the attached permanent and temporary construction easements:</p> <p style="padding-left: 40px;">Parcels A5 and 5.1, being a part of Lot 1, Block 2, Airport Industrial/Office Park First Section, an addition to the City of Stillwater, Payne County, Oklahoma, for the Airport Water Line Project, from Tenmark Yukon Industrial, LLC (15.582% interest), Tenmark Denton Industrial, LLC (71.357% interest), and TD Yukon Industrial, LLC (13.061% interest). The proposed permanent easement is approximately 5,200 square feet. The proposed temporary construction easement is approximately 275 square feet.</p> <p>Appropriations and expenditures for the real estate acquisition for 25WL03 FY25 CIP Projects were authorized by SUA on 11/17/2025.</p>
<p>Proposal/Solution:</p>	<p>The above-mentioned easements are necessary for the project.</p>
<p>Financial Source/Impact:</p>	<p>No additional appropriations are necessary for this action.</p>
<p>Related Pillar(s):</p>	<p>Strong Infrastructure</p>

Recommended Action/Motion:	Accept Permanent and Temporary Construction Easements for Airport Water Line Project: <ul style="list-style-type: none"> • Parcels A5 and 5.1, being a part of Lot 1, Block 2, Airport Industrial/Office Park First Section, an addition to the City of Stillwater, Payne County, Oklahoma, from Tenmark Yukon Industrial, LLC (15.582% interest), Tenmark Denton Industrial, LLC (71.357% interest), and TD Yukon Industrial, LLC (13.061% interest).
Prepared By:	Bill Millis, Director of Engineering
Reviewed By:	Bill Millis Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Airport Water Line Easements

WATER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Tenmark Yukon Industrial, LLC, a Delaware limited liability company (15.582% int.), Tenmark Denton Industrial, LLC, a Delaware limited liability company (71.357% int.), and TD Yukon Industrial, LLC, a Delaware limited liability company (13.061% int), certify that they own and possess all rights, title, and interest to the following described real property situated in Payne County, State of Oklahoma, to-wit:

Lot One (1), Block Two (2), AIRPORT INDUSTRIAL/OFFICE PARK, FIRST SECTION, an Addition to the City of Stillwater, Payne County, State of Oklahoma, according to the recorded plat thereof.

and further that the undersigned, in consideration of the sum of One Dollar (\$1.00), in hand paid and other good and valuable consideration, for them, their heirs, successors, executors, administrators, and assigns do hereby grant, bargain, sell, and convey unto the City of Stillwater, Oklahoma, a Municipal Corporation, its successors and assigns, an easement for the installation, operation and maintenance of water lines through, over, under, and across the portions of the above-described property dedicated on said recorded plat or instrument, for the purpose heretofore stated as follows:

LEGAL DESCRIPTION PARCEL 5A

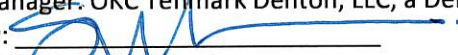
THE EAST 20 FEET OF LOT 1, BLOCK 2, AIRPORT INDUSTRIAL/OFFICE PARK FIRST SECTION, AN ADDITION TO THE CITY OF STILLWATER, PAYNE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:


BEGINNING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 2, AIRPORT INDUSTRIAL/OFFICE PARK FIRST SECTION; THENCE S01°01'20"E A DISTANCE OF 260.00 FEET; THENCE S89°30'25"W A DISTANCE OF 20.00 FEET; THENCE N01°01'20"W A DISTANCE OF 260.00 FEET; THENCE N89°30'25"E A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.12 ACRES OR 5200 SQUARE FEET MORE OR LESS.

The above-described easement is subject to all recorded easements and rights of way thereof.

Except as herein granted, the Grantor shall continue to have the full use and enjoyment of the property herein granted or described for appropriate purposes. At no time shall the Grantor commit a use, occupation or enjoyment thereof that might cause a hazardous condition and no building, structure or obstruction shall be located or constructed on said easement by the Grantor, their successors or assigns, nor shall the Grantor allow said easement to be encumbered in any way so that the City of Stillwater shall not be afforded access to said water line(s) at any and all times.

IN WITNESS WHEREOF, I have hereunto set my hand this 11 day of May, 2026.

Tenmark Denton Industrial, LLC (71.357% int.) by
Manager: OKC Tenmark Denton, LLC, a Delaware limited liability company
By: 
Michael Schau, Member

TD Yukon Industrial, LLC (13.061%) by
Manager: OKC TD Yukon, LLC, a Delaware limited liability company
By: 
Michael Schau, Member

Stillwater - Airport Water Line
Parcel 5A

Tenmark Yukon Industrial, LLC (15.582% int.) by
Manager: OKC Tenmark Yukon, LLC,
a Delaware limited liability company
By: 
Michael Schau, Member

Stillwater - Airport Water Line
Parcel 5A

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Before me, Charisse M. Westbrooks, a Notary Public in and for said County and State on this 11th day of May, 2026, personally appeared, Michael Schau, member of OKC Tenmark Denton, LLC, managing company for Tenmark Denton Industrial, LLC to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

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



Charisse M. Westbrooks
NOTARY PUBLIC

My Commission Expires: 02019720
My Commission Number: 11/27/2026

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Before me, Charisse M. Westbrooks, a Notary Public in and for said County and State on this 11th day of May, 2026, personally appeared, Michael Schau, member of OKC TD Yukon, LLC, managing company for TD Yukon Industrial, LLC to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

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



Charisse M. Westbrooks
NOTARY PUBLIC

My Commission Expires: 02019720
My Commission Number: 11/27/2026

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Before me, Charisse M. Westbrooks, a Notary Public in and for said County and State on this 11th day of May, 2026, personally appeared, Michael Schau, member of OKC Tenmark Yukon, LLC, managing company for Tenmark Yukon Industrial, LLC to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

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



Charisse M. Westbrooks
NOTARY PUBLIC

My Commission Expires: 02019720
My Commission Number: 11/27/2026

STATE OF OKLAHOMA)

) ss.

COUNTY OF PAYNE)

NOW, on this ____ day of _____, 2026, the City Council of the City of Stillwater, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during regular session, does hereby approve and accept from the named Grantor this delivered water line easement and directs the Mayor and Clerk of said City of Stillwater to indicate the same by their signatures and seal of the City of Stillwater, State of Oklahoma.

WILLIAM H. JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

(SEAL)

ATTEST:

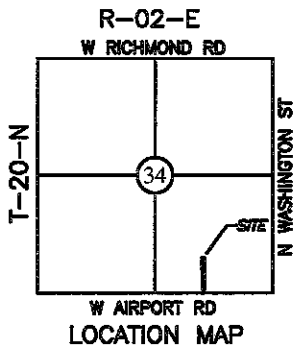
TERESA KADAVY, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

Approved as to form and legality this ____ day of _____, 2026.

KIMBERLY CARNLEY, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA

When Recorded Return To:
City of Stillwater/Water Utilities
PO Box 1449
Stillwater, OK 74076

Stillwater - Airport Water Line
Parcel 5A



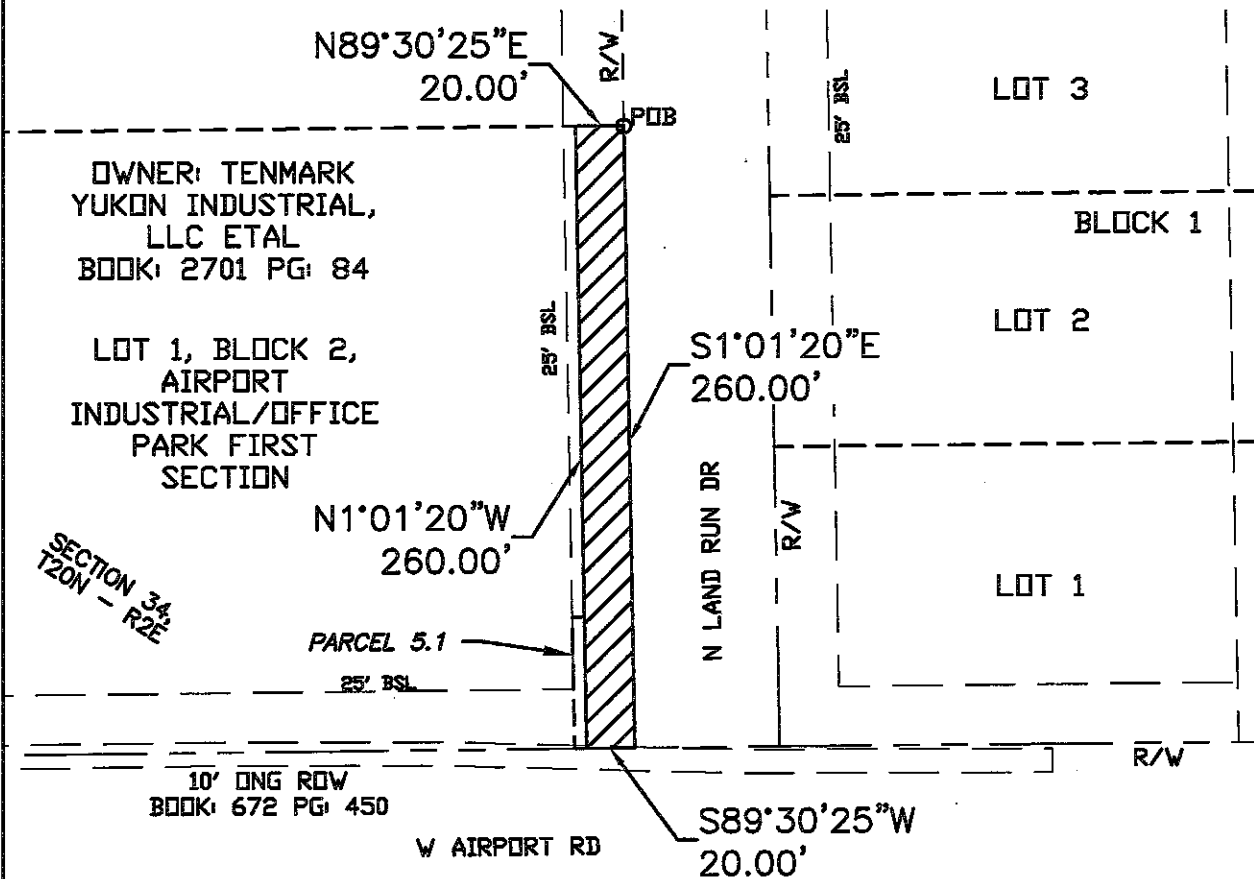
**EASEMENT EXHIBIT
PARCEL 5A**

SURVEYOR

WSB
1437 South Boulder Ave. Ste. 1550
Tulsa, Oklahoma 74119
Certificate of Authorization No. 1478
Expires June 30, 2027



SCALE: 1"=80'



SECTION 34
T20N - R2E

OWNER: TENMARK
YUKON INDUSTRIAL,
LLC ETAL
BOOK: 2701 PG: 84

LOT 1, BLOCK 2,
AIRPORT
INDUSTRIAL/OFFICE
PARK FIRST
SECTION

PARCEL 5.1

10' DRG ROW
BOOK: 672 PG: 450

W AIRPORT RD

S89°30'25"W
20.00'

SOUTH LINE SE/4

BASIS OF BEARING
OKLAHOMA STATE PLANE NORTH

LEGAL DESCRIPTION

THE EAST 20 FEET OF LOT 1, BLOCK 2, AIRPORT INDUSTRIAL/OFFICE PARK FIRST SECTION, AN ADDITION TO THE CITY OF STILLWATER, PAYNE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 2, AIRPORT INDUSTRIAL/OFFICE PARK FIRST SECTION; THENCE S01°01'20"E A DISTANCE OF 260.00 FEET; THENCE S89°30'25"W A DISTANCE OF 20.00 FEET; THENCE N01°01'20"W A DISTANCE OF 260.00 FEET; THENCE N89°30'25"E A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.12 ACRES OR 5200 SQUARE FEET MORE OR LESS.

SURVEYOR'S CERTIFICATION

I, MICHAEL ROYCE, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY STATE THAT THE BELOW MAP REPRESENTS A SURVEY PERFORMED IN THE FIELD AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS OF THIS DATE. THIS EXHIBIT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

Michael Royce

MICHAEL ROYCE PLS# 1627
NO. CA 1487
EXP. 06/30/2027

1/29/26

DATE OF SIGNATURE



TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Tenmark Yukon Industrial, LLC, a Delaware limited liability company (15.582% int.), Tenmark Denton Industrial, LLC, a Delaware limited liability company (71.357% int.), and TD Yukon Industrial, LLC, a Delaware limited liability company (13.061% int), certify that they own and possess all rights, title, and interest to the following described real property situated in Payne County, State of Oklahoma, to-wit:

Lot One (1), Block Two (2), AIRPORT INDUSTRIAL/OFFICE PARK, FIRST SECTION, an Addition to the City of Stillwater, Payne County, State of Oklahoma, according to the recorded plat thereof.

and further that the undersigned, in consideration of the sum of One Dollar (\$1.00), in hand paid and other good and valuable consideration, for them, their heirs, successors, executors, administrators, and assigns hereby grant, bargain, sell, and convey unto the City of Stillwater, Oklahoma, a Municipal Corporation, its successors and assigns, a temporary construction easement for the installation of utilities through, over, under, and across the portions of the above-described property, together with the right of ingress and egress to and from same, for the purpose heretofore stated to wit:

LEGAL DESCRIPTION PARCEL 5.1

A PART OF LOT 1, BLOCK 2, AIRPORT INDUSTRIAL/OFFICE PARK FIRST SECTION, AN ADDITION TO THE CITY OF STILLWATER, PAYNE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 2, AIRPORT INDUSTRIAL/OFFICE PARK FIRST SECTION; THENCE S89°30'25"W A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING;; THENCE S89°30'25"W A DISTANCE OF 5.00 FEET; THENCE N01°01'20"W A DISTANCE OF 55.00 FEET; THENCE N89°30'25"E A DISTANCE OF 5.00 FEET; THENCE S01°01'20"W A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING, CONTAINING 275 SQUARE FEET MORE OR LESS.

The above-described temporary construction easement is subject to all recorded easements and rights of way thereof.

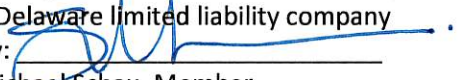
It is a condition of this temporary construction easement that it shall not be filed for record and that all rights conveyed to the City of Stillwater by this instrument shall terminate upon completion of the project.

IN WITNESS WHEREOF, I have hereunto set my hand this 11 day of May, 2026.

Tenmark Denton Industrial, LLC (71.357% int.) by
Manager: OKC Tenmark Denton, LLC, a Delaware limited liability company
By: [Signature]
Michael Schau, Member

TD Yukon Industrial, LLC (13.061%) by
Manager: OKC TD Yukon, LLC, a Delaware limited liability company
By: [Signature]
Michael Schau, Member

Stillwater - Airport Water Line
Parcel 5.1

Tenmark Yukon Industrial, LLC (15.582% int.) by
Manager: OKC Tenmark Yukon, LLC,
a Delaware limited liability company
By: 
Michael Schau, Member

Stillwater - Airport Water Line
Parcel 5.1

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Before me, Charisse M. Westbrooks, a Notary Public in and for said County and State on this 11th day of May, 2026, personally appeared, Michael Schau, member of OKC Tenmark Denton, LLC, managing company for Tenmark Denton Industrial, LLC to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

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



Charisse M. Westbrooks
NOTARY PUBLIC

My Commission Expires: 02019720
My Commission Number: 11/27/2026

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Before me, Charisse M. Westbrooks, a Notary Public in and for said County and State on this 11th day of May, 2026, personally appeared, Michael Schau, member of OKC TD Yukon, LLC, managing company for TD Yukon Industrial, LLC to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

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



Charisse M. Westbrooks
NOTARY PUBLIC

My Commission Expires: 02019720
My Commission Number: 11/27/2026

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

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



Charisse M. Westbrooks
NOTARY PUBLIC

My Commission Expires: 02019720
My Commission Number: 11/27/2026

STATE OF OKLAHOMA)

) ss.

COUNTY OF PAYNE)

NOW, on this ____ day of _____, 2026, the City Council of the City of Stillwater, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during regular session, does hereby approve and accept from the named Grantor this delivered water line easement and directs the Mayor and Clerk of said City of Stillwater to indicate the same by their signatures and seal of the City of Stillwater, State of Oklahoma.

WILLIAM H. JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

(SEAL)

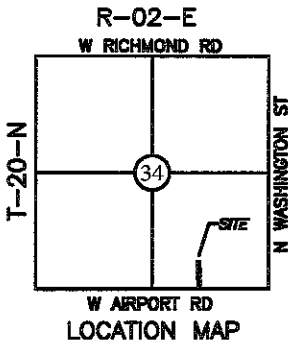
ATTEST:

TERESA KADAVY, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

Approved as to form and legality this ____ day of _____, 2026.

KIMBERLY CARNLEY, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA

Stillwater - Airport Water Line
Parcel 5.1



**EASEMENT EXHIBIT
PARCEL 5.1**

SURVEYOR

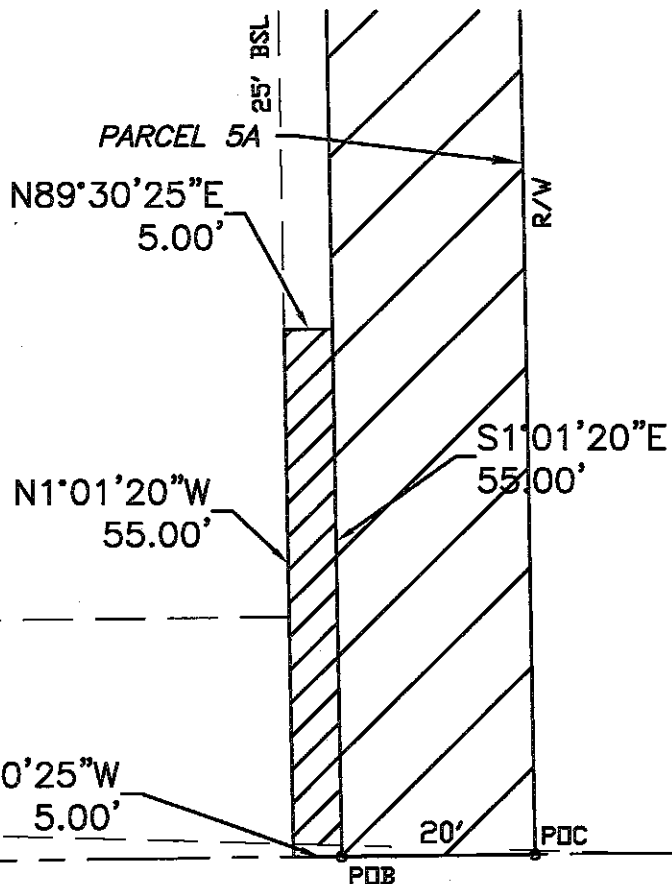
WSB
1437 South Boulder Ave. Ste. 1550
Tulsa, Oklahoma 74119
Certificate of Authorization No. 1478
Expires June 30, 2027



SCALE: 1"=20'

LOT 1,
BLOCK 1,
AIRPORT
INDUSTRIAL/OFFICE
PARK

OWNER: TENMARK YUKON
INDUSTRIAL, LLC ETAL
BOOK: 2701 PG: 84



25' BSL

S89°30'25"W
5.00'

N1°01'20"W
55.00'

N89°30'25"E
5.00'

20' POB

BASIS OF BEARING
OKLAHOMA STATE PLANE NORTH

LEGAL DESCRIPTION

A PART OF LOT 1, BLOCK 2, AIRPORT INDUSTRIAL/OFFICE PARK FIRST SECTION, AN ADDITION TO THE CITY OF STILLWATER, PAYNE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 2, AIRPORT INDUSTRIAL/OFFICE PARK FIRST SECTION; THENCE S89°30'25"W A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING;; THENCE S89°30'25"W A DISTANCE OF 5.00 FEET; THENCE N01°01'20"W A DISTANCE OF 55.00 FEET; THENCE N89°30'25"E A DISTANCE OF 5.00 FEET; THENCE S01°01'20"W A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING, CONTAINING 275 SQUARE FEET MORE OR LESS.

SURVEYOR'S CERTIFICATION

I, MICHAEL ROYCE, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY STATE THAT THE BELOW MAP REPRESENTS A SURVEY PERFORMED IN THE FIELD AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS OF THIS DATE. THIS EXHIBIT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

Michael Royce

MICHAEL ROYCE PLS# 1627
NO. CA 1487
EXP. 06/30/2027

06/09/25
DATE OF SIGNATURE



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REPORT TO: CITY COUNCIL

MEETING DATE: JUNE 15, 2026

Agenda Item:

3.o. CC-26-105

Previous/Related Action:

- CC-24-34, April 1, 2024: FY25 Pavement Management Program (PMP)
- CC-24-129, November 18, 2024: FY25 PMP Task Order Agreement and Task Order 1 Design, Bidding, and Construction Administration
- CC-25-134, September 22, 2024: FY25 PMP Task Order 2 Design, Bidding, and Construction Administration
- CC-26-13, January 26, 2026: FY25 PMP Task Order 3

Background/Issue:

- In November 2024, Council authorized Staff to execute an Agreement with Benham, LLC. This Agreement included the scope of TO1 for partial implementation of the FY25 PMP. Subsequently, TO2 and TO3 have been approved by Council. They will complete the City's PMP for FY25 upon construction.
- The proposed TO4 includes a Condition Assessment of approximately 30 miles of streets which have been identified as candidates for surface rehabilitation in FY26. The Condition Assessment will be used to determine which treatments are appropriate for each street, and which streets will require Full Depth Repairs (FDRs) or additional investigation prior to surface rehabilitation. Streets not suitable for surface rehabilitation will be deferred to future projects.
- The final design will be expedited with up to two (2) construction contracts. The construction packages may be divided up by the recommended topical surface rehabilitation.

Proposal/Solution:

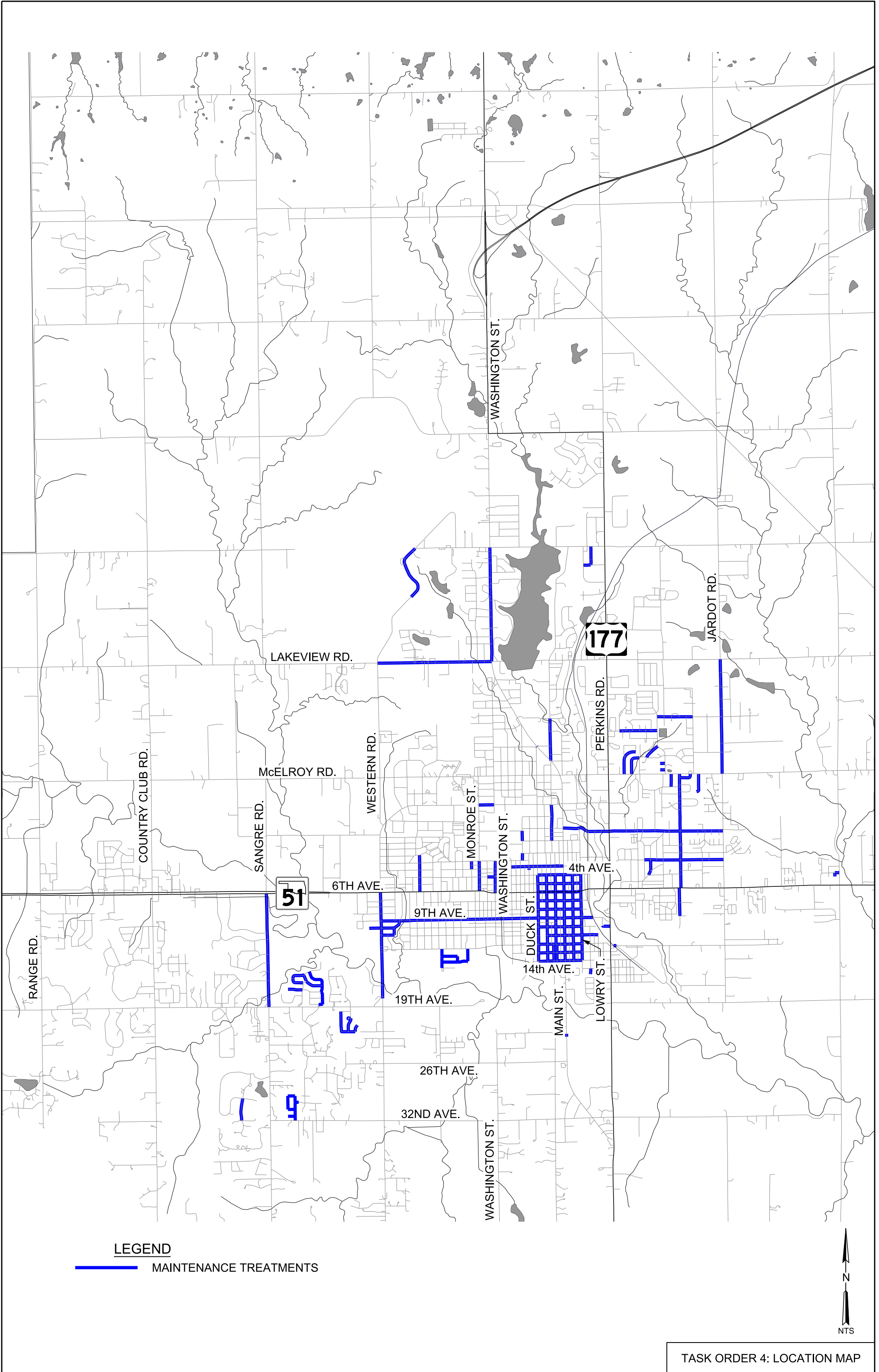
Through Task Order 4, Benham, LLC will design surface treatments for several streets. The scope of work to be carried out by Benham includes, but is not limited to, the following:

- Perform a Condition Assessment.

	<ul style="list-style-type: none"> • Identify locations where full-depth repairs are necessary. • Recommend surface treatments. • Prepare 100% construction plans for surface rehabilitation of various streets. • Provide bid services. <p>During a meeting of the Transportation Project Advisory Committee (TPAC) on May 28, 2026, the committee took action to recommend commencement of the project.</p>
Financial Source/Impact:	Sufficient funds are available in the Transportation Sales Tax Fund.
Related Pillar(s):	Strong Infrastructure
Recommended Action/Motion:	<ul style="list-style-type: none"> • Approve Task Order 4 for desktop review, field assessment, evaluation and recommendations for surface treatments, design, preparation of construction documents, and bid services for the Various Pavement Maintenance Treatments Project with Benham, LLC; • Authorize the City Manager to sign related documents; • Authorize the total additional expenditures of \$220,000, which includes 10% contingency; • Approve the associated budget amendment.
Prepared By:	Bill Millis, Director of Engineering
Reviewed By:	Bill Millis Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Location Map TO4
2. Budget Amendment



LEGEND

— MAINTENANCE TREATMENTS





Budget Amendment Request
For Budget Year 2026

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

Office: 405.372.0025
Web: stillwater.org

Date: 06/08/2026

Department: Transportation

Requested by: Bill Millis

Explanation:

Expenditures:
Increase budget appropriations for the Professional Services Agreement (for Task Order #4 with Benham Design, LLC) on the FY26 PMP. Funding is from the Transportation Sales Tax Fund.

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:					
FY26 PMP/Const Prof Serv	2604035 - 54020	26TR01260	\$ 0	\$ 220,000	\$ 220,000
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
Decrease:					
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

\$ 220,000

Reviewed by Department Manager: *W. Millis*

Date: 2026 Jun 10

Reviewed by Finance: *Chris Church*

Date: 6-9-2026

Approved by CMO: _____

Date: _____

Approved by City Council: Yes No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--



REPORT TO: CITY COUNCIL

MEETING DATE: JUNE 15, 2026

Agenda Item:

3.p. CC-26-106

Previous/Related Action:

October 2, 2023: Council Approved the selection of Lippert Brothers, Inc. as Construction Manager at Risk (CMAR) to provide services for the design, bidding, and construction of the new terminal building, parking, and parking access development at Stillwater Regional Airport.

July 15, 2024: Council Approved the award of contracts by CMAR, Lippert Brothers, Inc. for Bid Package 1 (Phase 1) for Stillwater Regional Airport terminal project for a total of \$18,592,300.

Background/Issue:

- October 2, 2023: Council Approved the selection of Lippert Brothers, Inc. as Construction Manager at Risk (CMAR) to provide services for the remaining design, bidding, and construction of the new terminal building, parking, and parking access development at Stillwater Regional Airport.
- July 15, 2024: Council Approved the award of contracts by CMAR, Lippert Brothers, Inc. for Bid Package 1 (Phase 1) for Stillwater Regional Airport terminal project for a total of \$18,592,300.
- The Stillwater Regional Airport (SWO) terminal project is ongoing and has surpassed 95% completion.
- On November 3, 2025, Council approved for submission to the FAA the SWO Capital Improvement Program (CIP), which identified the FAA funding opportunity in FY26 for the South Parking Lot.
- The last phase of the terminal project is the south parking lot. Bids were opened for all various bid packages for the south parking lot on June 3, with the low bidders outlined in the attached bid recommendations listed by bid packages. The south parking lot total project cost is \$1,256,046. Total project costs include the bid recommendation total of \$1,202,046, and the Olsson project design and construction administration services cost of \$54,000.

Proposal/Solution:

Staff is seeking Council's approval to apply for the FAA grant for

	<p>the South Parking Lot with a resolution included in this council packet. Further, staff is seeking Council's approval of the award of contracts by CMAR, Lippert Brothers, Inc., for Project Work Package #9 (South Parking Lot) for the Stillwater Regional Airport Terminal and Improvements Project; approval of Amendment No. 9 to the CMAR Agreement which includes a partial conversion to guaranteed maximum price in the amount of \$1,202,046 for the relevant portion of work identified in Project Work Package #9. This brings the CMAR Agreement total partial GMP with this approval to \$24,513,351.</p>
Financial Source/Impact:	<p>The South Parking Lot costs will be funded through FAA grant funds with the grant match and project contingency being funded from the City Capital Fund. A resolution authorizing a grant application to the FAA for the parking lot is included in this council packet.</p>
Related Pillar(s):	
Recommended Action/Motion:	<p>Motion to approve the award of contracts by CMAR, Lippert Brothers, Inc., for Project Work Package # 9 (South Parking Lot) for the Stillwater Regional Airport Terminal and Improvements Project; Approve Amendment No. 9 to the CMAR Agreement which includes a partial conversion to guaranteed maximum price in the amount of \$1,202,046 for the relevant portion of work identified in Project Work Package #9, and authorize the City Manager to sign the Amendment and related exhibits.</p>
Prepared By:	Kellie Reed, Airport Director
Reviewed By:	<p>Kellie Reed Christy Cluck Teresa Kadavy</p>
Submitted By:	Brady Moore, City Manager

Attachments

1. SOV - Site and Direct GR - Stillwater Airport Terminal Building - Phase 4
2. Stillwater Airport Terminal Bldg - Phase 4 - Bid Recommendations - 6-3-26
3. Am9 Exh A-1 Exh C-9 6.8.26 (CLEAN - CAO edits)

**APPLICATION AND CERTIFICATE FOR PAYMENT
ARCHITECTURAL AND ENGINEERING SERVICES**

CONTINUATION SHEET

OWNERS BID/PROJECT NO.: 1862

PERIOD FROM:

APPLICATION NO.:

PURCHASE ORDER NO.: SAM.GOV Unique Entity ID: HAAZJCX7UB3

PERIOD TO:

APPLICATION DATE:

Name of Project: Stillwater Regional Airport - New Terminal Building - Phase 4 South Parking Lot CMAR Direct / Site Requirements

A	B	C	D	E	F	G	H	J	K
			WORK COMPLETED						
ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	Previous Application (D+E)	This Application	Stored Material (Note in D or E)	Total Completed & Stored (D+E+F)	% (G-C)	BALANCE TO FINISH (C-G)	RETAINAGE
	Direct Requirements								
	Project Manager	\$30,958.00				\$0.00	0.00%	\$30,958.00	\$0.00
	Superintendent	\$92,186.00				\$0.00	0.00%	\$92,186.00	\$0.00
	Project Intern/Assistant Superintendent	\$40,626.00				\$0.00	0.00%	\$40,626.00	\$0.00
	Project Office	\$8,492.00				\$0.00	0.00%	\$8,492.00	\$0.00
	Project Office - Power Pole/Trailer Power	\$1,640.00				\$0.00	0.00%	\$1,640.00	\$0.00
	Home Office IT Expenses	\$7,105.00				\$0.00	0.00%	\$7,105.00	\$0.00
	Cell Phone	\$956.00				\$0.00	0.00%	\$956.00	\$0.00
	Ice and Cups	\$678.00				\$0.00	0.00%	\$678.00	\$0.00
	CPM Schedule	\$2,979.00				\$0.00	0.00%	\$2,979.00	\$0.00
	Office Supplies	\$383.00				\$0.00	0.00%	\$383.00	\$0.00
	Add' Cost for Plans	\$217.00				\$0.00	0.00%	\$217.00	\$0.00
	TOTAL FOR DIRECT REQUIREMENTS	\$186,220.00							
	Site Requirements								
	Toilets	\$3,061.00				\$0.00	0.00%	\$3,061.00	\$0.00
	OSHA Requirements	\$1,623.00				\$0.00	0.00%	\$1,623.00	\$0.00
	Safety Consultant	\$8,472.00				\$0.00	0.00%	\$8,472.00	\$0.00
	Internet	\$689.00				\$0.00	0.00%	\$689.00	\$0.00
	Fire Protection	\$841.00				\$0.00	0.00%	\$841.00	\$0.00
	Cleanup Weekly	\$2,301.00				\$0.00	0.00%	\$2,301.00	\$0.00
	Dumpster Fees	\$1,202.00				\$0.00	0.00%	\$1,202.00	\$0.00
	Road Cleaning	\$915.00				\$0.00	0.00%	\$915.00	\$0.00
	Testing (Quality Control) - Allowance	\$13,472.00				\$0.00	0.00%	\$13,472.00	\$0.00
	Equip. Rental - Company	\$10,166.00				\$0.00	0.00%	\$10,166.00	\$0.00
	Equip. Repair	\$1,653.00				\$0.00	0.00%	\$1,653.00	\$0.00
	Small Tools	\$1,158.00				\$0.00	0.00%	\$1,158.00	\$0.00
	Gas, Oil and Grease (Trucks/Equipment)	\$10,166.00				\$0.00	0.00%	\$10,166.00	\$0.00
	Shop Dryage	\$360.00				\$0.00	0.00%	\$360.00	\$0.00
	Job Dryage	\$2,876.00				\$0.00	0.00%	\$2,876.00	\$0.00
	TOTAL FOR SITE REQUIREMENTS	\$58,955.00							

Date: June 3, 2026

Stillwater Regional Airport New Terminal Building Phase Four
South Parking Lot

Work Package #08

City of Stillwater
723 South Lewis Street
Stillwater, OK 74076



CONSTRUCTION MANAGER: Lippert Bros., Inc.
ENGINEER: Olsson

LIPPERT BROS., INC. BID RECOMMENDATION REVIEW COMMENTS

Lippert Bros., Inc. has completed our review and investigation into potential discrepancies in all bids received and offers the following comments for Work Package #08 for the Phase Four South Parking Lot project that bid on June 2, 2026, which Lippert Bros., Inc. did not find any discrepancies. Below is the list of the base bid and our recommendations for award.

BID TOTALS AND LIPPERT BROS., INC.'S BID RECOMMENDATIONS TOTAL

Base Bid **\$1,202,046**

The above totals includes Lippert Bros., Inc's Direct Project Support, Site General Requirements, the below listed allowance in the base bid and a contingency totaling \$103,568, insurance, and fee. All contractors with bids over \$50,000 will provide their bonds for their scope of work.

PROJECT WORK PACKAGE COSTS

Cost of Direct Project Support	\$186,750
Cost of Work w/ Site General Requirements	\$861,916
Construction Contingency	\$103,568
Fee (4.75%)	\$49,812
TOTAL	\$1,202,046

ALLOWANCES

If any allowances result in being under budget, then Lippert Bros., Inc. will provide a deductive change order to give that said amount back to the Owner to be put into the construction contingency. All savings (100%) from these allowances will be returned to the Owner.

1. Lippert Bros., Inc. has included a total testing allowance budget of \$13,472 in the Site General Requirements. This testing allowance or budget was from ECS Southwest, LLP. Lippert Bros., Inc. will follow all testing/quality control requirements listed in the specifications.



GENERAL CONTRACTORS SINCE 1920 ■ E-MAIL: lippert@lippertbros.com

2211 E. I-44 SERVICE ROAD ■ P.O. BOX 17450 OKLAHOMA CITY, OK 73136-1450 ■ 405-478-3580 ■ FAX 405-478-3301

2. Bid Package #31.0 - Earthwork, includes a total of 6,100 square yards of soil stabilization of the subgrade, if this soil does not pass the initial proof roll test. The total allowance amount of \$56,425 is included in the earthwork contractor's base bid amount. If this allowance is not used or any remaining portion of this allowance is not used, then that allowance or portion thereof will be given back to the Owner as a result of a deductive change order.

BID PACKAGE REVIEW

With respect to specific bid packages and/or bidders review we offer the following comments on a bid package by bid package basis.

Bid Package #26.0 – Electrical

Lippert Bros., Inc. received a total of two bids for this bid package, which Apex Electrical Solutions LLC. base bid resulted in them being the apparent low bidder. Lippert Bros., Inc. discussed the bid results with Apex Electric Solutions LLC. and they have indicated that they bid per the plans and specifications and that they do not have any errors in their estimate. Lippert Bros., Inc. recommends award of Bid Package #26.0 – Electrical to Apex Electric Solutions LLC.

Bid Package #31.0 – Earthwork

Lippert Bros., Inc. received a total of six bids for this bid package, which North Central Construction Co. base bid resulted in them being the apparent low bidder. Lippert Bros., Inc. discussed the bid results with North Central Construction Co. and they have indicated that they bid per the plans and specifications and that they do not have any errors in their estimate. Lippert Bros., Inc. recommends award of Bid Package #31.0 – Earthwork to North Central Construction Co.

Bid Package #32.0 – Paving and Walks

Lippert Bros., Inc. received a total of five bids for this bid package, which Ellsworth Construction OKC base bid resulted in them being the apparent low bidder. Lippert Bros., Inc. discussed the bid results with Ellsworth Construction OKC, and they indicated that they had an error in their bid. Ellsworth Construction OKC did not include in their bid the stabilization of soil under the parking lot. Lippert Bros., Inc. contacted the 2nd place bidder, Kerns Construction, Inc. and they indicated that they bid per the plans and specifications and that they do not have any errors in their estimate. Lippert Bros., Inc. recommends award of Bid Package #32.0 – Paving and Walks to Kerns Construction, Inc.

Bid Package #32.1 – Sodding

Lippert Bros., Inc. received three bids for this bid package, which Thrive Landscaping and Irrigation was the apparent low bidder for this bid package. Lippert Bros., Inc. discussed the bid results with Thrive Landscaping and Irrigation, and they have indicated that they bid per the plans and specifications and that they do not have any errors in their estimate. Lippert Bros., Inc. recommends award of Bid Package #32.1 – Sodding to Thrive Landscaping and Irrigation.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) BIDDERS

Lippert Bros., Inc. received a total of sixteen (16) sealed bids. Of those sixteen (16) sealed bids one bidder (BJ Civil) indicated that they were a DBE contractor, but they were not one of the lower bidders.

DAVIS-BACON WAGE RATES

Lippert Bros, Inc. was made aware that this project (Phase 4 South Parking Lot) will be Federally funded. Davis-Bacon Wage Rates will be applicable to this project phase.

INVOICING PROCEDURES

Lippert Bros., Inc. will bill equal monthly amounts for the Direct Project Support and Site General Requirements each month. If the project starts or ends on a partial monthly (not a full month) then the Direct Project Support and Site General Requirements amounts will be adjusted accordingly. Lippert Bros., Inc. will invoice the full amount for our insurance at the first monthly billing. Our insurance carrier invoice these amounts once they issue the insurance certificate. Lippert Bros., Inc., fee will be invoiced on a percentage basis on each monthly billing based upon the total percentage of work completed.

Lippert Bros., Inc. has not included the costs for CM bonds for this Phase 4 work. The contractors with bids over \$50,000 will provide their bonds for their scope of work.

APPROVALS

Lippert Bros., Inc. is aware that these bid recommendations need to be approved by the City of Stillwater City Council and the FAA. This project advertised that all bids will need to be good for forty-five (45) days. The thirty (45) day mark after the June 3, 2026 bid date is July 18, 2026. Lippert Bros., Inc. recommends that the City of Stillwater and/or Stillwater Airport notify us with a Notice of Award or Intent no later than **July 13, 2026**, so that we can issue Notice of Intent, and subcontracts to the contractors. Once Lippert Bros., Inc. receives the City of Stillwater's Notice of Award we will begin to mobilize on-site no later than ten (10) business days after the receipt of the Notice of Award.

BUILDING PERMIT

Lippert Bros., Inc. requests that the City of Stillwater provides the building permit (if required) for this scope of work as quickly as possible so that this work is not delayed.

PROJECT SAVINGS

Lippert Bros., Inc. would like to assure the City of Stillwater that 100% of the savings from any remaining construction contingency and any remaining allowances amounts will be returned to the City of Stillwater. If the construction contingency becomes over budget because of additional scope of work or the allowance amounts are exceeded then Lippert Bros., Inc. will consult with the City of Stillwater and the Civil Engineer to issue a change order or amendment to this work package.

Attached you will find our project cost summary sheet, along with the final bid tabulations. We request that the City of Stillwater review the above information and attached documents and inform us of any changes to our recommendations.

If you should have any questions regarding this letter or the attached documentation, then please contact me via phone at 405-478-3580 or email at svanoosten@lippertbros.com.

Respectfully,

Lippert Bros., Inc.



Shane VanOosten
Vice-President / Project Manager

Attachments: Project Cost Summary Sheet
Final Bid Tabulations

Cc: File

STILLWATER REGIONAL AIRPORT- NEW TERMINAL BUILDING - PHASE 4 SOUTH PARKING LOT
 2020-10 W. AIRPORT ROAD
 STILLWATER, OKLAHOMA 74075

CONSTRUCTION MANAGER: LIPPERT BROS., INC.

CIVIL ENGINEER: OLSSON



**STILLWATER REGIONAL AIRPORT NEW TERMINAL BUILDING PHASE 4
 SOUTH PARKING LOT
 BID GROUP #1 - BASE BID TOTALS - Bid Date: JUNE 3, 2026**

BID PACKAGE TOTALS	Bid Results
DIRECT PROJECT SUPPORT - LBI	\$186,220.00
SITE GENERAL REQUIREMENTS - LBI (Includes Testing Allowance \$13,472)	\$58,955.00
BID PACKAGE #26.0 - ELECTRICAL Apex Electrical Solution, LLC	\$36,592.00
BID PACKAGE #31.0 - EARTHWORK North Central Construction Co.	\$169,200.00
BID PACKAGE #32.0 - PAVING Kerns Construction, Inc.	\$573,100.00
BID PACKAGE #32.1 - SODDING Thrive Lanscape & Irrigation	\$16,570.00
SUBTOTAL	\$1,040,637.00
PROFESSIONAL LIABILITY INSURANCE	\$1,041.00
GENERAL LIABILITY AND UMBRELLA	\$5,888.00
BUILDERS RISK INSURANCE	\$1,100.00
SUBTOTAL	\$1,048,666.00
CM P&P BONDS (Not applicable)	\$0.00
CONTINGENCY (Lump Sum)	\$103,568.00
CM FEE - 4.75% (NO FEE ON CONTINGENCY)	\$49,812.00
BASE BID TOTAL	\$1,202,046.00

LIST OF ALLOWANCES	
Testing Allowance (included in CM's Site General Requirements)	\$13,472.00

Excludes: Temporary Power from transformer to LBI's power pole, meter base, temporary power fees and water meter / water usage fees.

END OF BID RECOMMENDATION SUMMARY



OWNER'S BID TABULATION SHEET
STILLWATER REGIONAL AIRPORT - NEW TERMINAL BUILDING - PHASE 4 South Parking Lot
 Bid Group #01 - Bid Packages #26.0 thru #33.0
 Bid Date: June 3, 2026 at 3:00 p.m.



B.P. #26.0 - Electrical	Apex	KB Electric				
Base Bid	\$36,591.62	\$43,000.00				

B.P. #31.0 - Earthwork	North Central	MK Excavation	Lopp	GPC	BJ Civil	Rudy
Base Bid	\$169,200.00	\$256,000.00	\$224,592.00	\$313,800.00	\$300,327.20	\$411,000.00

B.P. #32.0 - Paving & Walks	Lopp	Kerns	Rudy	Ellsworth	Stan's Asphalt	
Base Bid	\$670,498.00	\$573,100.00	\$670,000.00	\$550,062.28	\$602,124.00	

B.P. #32.1 - Sodding	Thrive	Greenshade	Rudy			
Base Bid	\$16,570.00	\$19,250.00	\$20,000.00			

**AMENDMENT TO
AGREEMENT FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES**

Amendment No. 9

1. Background Data:

- a. Effective Date of Owner-CMAR Agreement: June 17, 2024
- b. Owner: City of Stillwater, Oklahoma
- c. CMAR: Lippert Bros., Inc.
- d. Project: Stillwater Airport Terminal Building and Improvements

2. Background Information:

- a. The contract identified above (“Agreement”) was executed as a Construction Manager at Risk contract in accordance with the Oklahoma Construction Management Act for Political Subdivisions, 61 O.S. § 215 et seq.
- b. A portion of the work identified as “Bid Package #1” was previously awarded by the Owner and is underway. The Agreement was amended on August 6, 2024, to adopt the parties’ agreement that the GMP for the relevant portion of the work including Pre-Construction Services and Bid Package #1 is \$18,622,424, as detailed in Exhibit C-1 to Amendment No. 1.
- c. On December 16, 2024, Amendment No. 2 to the Agreement was approved to amend the Agreement as follows: Amended the Agreement to revise Total Project IGMP to \$25,547,582 as set forth in Amended Exhibit B and Amended Exhibit B-2 to Amendment No. 2 which includes all Phases of the Stillwater Regional Airport Terminal Building and Improvements Project. Award of any Project Work Package is contingent on receipt of federal funds or specific action by the City Council to appropriate funds sufficient for the Project; amended the Agreement to clarify that Olsson Inc. shall serve as Project Engineer for Phase 2, Access Road Relocation and Roundabout Development, of the Project; Phase 3, North Triangle Parking and Lighting; and Phase 4, South Parking and Lighting; amended the Agreement to revise the bonding requirements of the CMAR to clarify that the Construction Manager shall provide bonds for any self-performed work as well as any work where the total cost of the work is less than \$50,000. The Construction Manager shall require that all subcontractors provide bonds when the cost of the work is more than \$50,000; amended the Agreement to clarify that the Construction Manager’s Fee is 4.75%; and amended the Agreement for a portion of work identified as “Project Work Package 2” (PWP2) for partial Phase 2 work for partial conversion of guaranteed maximum price in the amount of \$660,445 as detailed in Exhibit C-2 to Amendment No. 2.
- d. On February 25, 2025, Amendment No. 3 to the Agreement was approved to amend the Agreement as follows: Amended the Agreement to include the Project Schedule, Exhibit A-1, which includes the substantial and final completion dates for PWP1, PWP2 and “Project Work Package #3” (PWP3); amended the Agreement to revise the City’s

Agreement for At Risk Construction
Management Services for
Stillwater Regional Airport Terminal Building and Improvements

representative as provided in Article 9(h); and amended the Agreement for a portion of work identified as PWP3 for partial Phase 2 work for partial conversion of guaranteed maximum price in the amount of \$3,124,479 as detailed in Exhibit C-3 to Amendment No. 3.

- e. On March 11, 2025, Amendment No. 4 to the Agreement was approved to amend the Agreement as follows: Amended Exhibit A-1 to the Agreement to include the substantial and final completion dates for “Project Work Package #4” (PWP4); amended the Agreement for a portion of the work identified as PWP4 for partial Phase 2 work for the partial conversion of guaranteed maximum price in the amount of \$61,638 as detailed in Exhibit C-4 to Amendment No. 4.
- f. On December 1, 2025, Amendment No. 5 to the Agreement was approved to amend the Agreement as follows: Amended the Agreement to revise the City’s representative as provided in Article 9(h); amended Exhibit A-1 to the Agreement to include the substantial and final completion dates for “Project Work Package #5” (PWP5); amended the Agreement for a portion of the work identified as PWP5 for Phase 3 North Triangle Parking Lot work for partial conversion of guaranteed maximum price in the amount of \$633,308 as detailed in Exhibit C-5 to Amendment No. 5.
- g. On January 12, 2026, Amendment No. 6 to the Agreement was approved to amend the Agreement as follows: Amended Exhibit A-1 to the Agreement to include the substantial and final completion dates for “Project Work Package #6” (PWP6); amended the Agreement for a portion of the work identified as PWP6 for Directional Signage and Information Monitors for partial Phase 1 Terminal work for partial conversion of guaranteed maximum price in the amount of \$93,539 as detailed in Exhibit C-6 to Amendment No. 6.
- h. On March 9, 2026, Amendment No. 7 was approved to amend the Agreement as follows: Amended Exhibit A-1 to the Agreement to include the substantial and final completion dates for “Project Work Package #7” (PWP7); amended the Agreement for a portion of the work identified as PWP7 for passenger boarding bridge apron support and potable water cabinet for partial Phase 1 Terminal work for partial conversion of guaranteed maximum price in the amount of \$107,535 as detailed in Exhibit C-7 to Amendment No. 7.
- i. On April 6, 2026, Amendment No. 8 was approved to amend the Agreement as follows: Amended Exhibit A-1 to the Agreement to include the substantial and final completion dates for “Project Work Package #8” (PWP8); amended the Agreement for a portion of the work identified as PWP8 for the baggage handling system baggage carousel infill and associated stud gauge change for partial Phase 1 Terminal work for partial conversion of guaranteed maximum price in the amount of \$7,937 as detailed in Exhibit C-8 to Amendment No. 8.
- j. This Amendment No. 9 provides for the following contract amendments:
 - a. Amends Exhibit A-1 to the Agreement to include the substantial and final completion dates for “Project Work Package #9” (PWP9).
 - b. Amends the Agreement for a portion of the work identified as PWP9 for the south parking lot for Phase 4 South Parking and Lighting work. Construction Manager is prepared to enter into written agreements with subcontractors and suppliers. Exhibit C-9 to this Amendment No. 9 sets forth the relevant partial conversion of the guaranteed maximum price for the relevant portion of work.

3. Amendment:

The Agreement is amended as follows:

- a. The parties agree that the attached Amended Exhibit A-1 includes the substantial and final completion dates for each work package bid to date by adding the substantial and final completion date for PWP9.
- b. Exhibit C-9 attached hereto provides for the partial conversion of guaranteed maximum price for the relevant portion of work identified as PWP9 for the south parking lot for Phase 4 South Parking and Lighting.

4. Effect of Contract Provisions: All provisions contained within the Agreement dated June 17, 2024, and any amendments thereto shall remain in full force and effect and shall be binding on the parties except as amended herein and pursuant to all other properly executed amendments.

5. Effective Date: This Amendment No. 9 is effective upon signature of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 9 to be executed by their duly authorized officers or representatives on the dates set forth below.

OWNER:

City of Stillwater, Oklahoma

By: _____

Title: J. Brady Moore, City Manager

Date Signed: _____

CONSTRUCTION MANAGER AT RISK:

Lippert Bros., Inc.

By: _____

Title: T.M. Lippert, President

Date Signed: _____

AMENDED EXHIBIT A-1
TO THE AGREEMENT FOR AT RISK CONSTRUCTION MANAGEMENT SERVICES
PROJECT SCHEDULE

Stillwater Airport Terminal Building and Improvements

Liquidated damages are per Article 5.

Project Work Package #1

Substantial Completion shall be on or before July 26, 2026.

Final Completion shall be achieved within 30 days of Substantial Completion.

Project Work Package #2

Substantial Completion shall be on or before November 10, 2025.

Final Completion shall be achieved within 30 days of Substantial Completion.

Project Work Package #3

Substantial Completion shall be on or before January 10, 2026.

Final Completion shall be achieved within 30 days of Substantial Completion.

Project Work Package #4

Substantial Completion shall be on or before January 10, 2026.

Final Completion shall be achieved within 30 days of Substantial Completion.

Project Work Package #5

Substantial Completion shall be on or before March 31, 2026.

Final Completion shall be achieved within 30 days of Substantial Completion.

Project Work Package #6

Substantial Completion shall be on or before July 31, 2026.

Final Completion shall be achieved within 30 days of Substantial Completion.

Project Work Package #7

Substantial Completion shall be on or before July 31, 2026.

Final Completion shall be achieved within 30 days of Substantial Completion.

Project Work Package #8

Substantial Completion shall be on or before July 31, 2026.

Final Completion shall be achieved within 30 days of Substantial Completion.

Project Work Package #9

Substantial Completion shall be on or before December 31, 2026.

Final Completion shall be achieved within 30 days of Substantial Completion.

RECOMMENDED:

By: _____
Kellie Reed, Airport Director
Owner: City of Stillwater

Date: _____

ACCEPTED:

By: _____
J. Brady Moore, City Manager
Owner: City of Stillwater

Date: _____

ACCEPTED:

By: _____
T.M. Lippert, President
Lippert Bros., Inc.

Date: _____

EXHIBIT C-9
 TO THE AGREEMENT FOR AT RISK CONSTRUCTION MANAGEMENT SERVICES
 GUARANTEED MAXIMUM PRICE, PARTIAL CONVERSION

Stillwater Airport Terminal Building and Improvements
Project Work Package 9 (PWP9) - Phase 4 South Parking and Lighting

Project Work Package #9

Cost of Direct Project Support	\$ 186,7500
Cost of the Work	\$ 861,916
Construction Contingency	\$ 103,568
Fee (4.75% of Cost of the Work)	\$ <u>49,812</u>

Total Work Package #9 Partial Guaranteed Maximum Price \$1,202,046

Partial Guaranteed Maximum Price (GMP) Summary

Prior to this Amendment:

Amendment No. 1, PWP1 Partial GMP:	\$ 18,622,424
Amendment No. 2, PWP2 Partial GMP:	\$ 660,445
Amendment No. 3, PWP3 Partial GMP:	\$ 3,124,479
Amendment No. 4, PWP4 Partial GMP:	\$ 61,638
Amendment No. 5, PWP5 Partial GMP:	\$ 633,308
Amendment No. 6, PWP6 Partial GMP:	\$ 93,539
Amendment No. 7, PWP 7 Partial GMP:	\$107,535
Amendment No. 8, PWP 8 Partial GMP:	\$7,937

This Amendment:

Amendment No. 9, PWP9 Partial GMP:	\$ 1,202,046
------------------------------------	--------------

Total Partial GMP: \$ 24,513,351

RECOMMENDED:

By: _____
 Kellie Reed, Airport Director
 Owner: City of Stillwater

Date: _____

ACCEPTED:

By: _____
 J. Brady Moore, City Manager
 Owner: City of Stillwater

Date: _____

ACCEPTED:

By: _____
 T.M. Lippert, President
 Lippert Bros., Inc.

Date: _____



REPORT TO: CITY COUNCIL

MEETING DATE: JUNE 15, 2026

<p>Agenda Item:</p>	<p>3.q. CC-26-107</p>
<p>Previous/Related Action:</p>	
<p>Background/Issue:</p>	<p>October 2, 2023: Council Approved the selection of Lippert Brothers, Inc. as Construction Manager at Risk (CMAR) to provide services for the remaining design, bidding, and construction of the new terminal building, parking, and parking access development at Stillwater Regional Airport.</p> <p>July 15, 2024: Council Approved the award of contracts by CMAR, Lippert Brothers, Inc. for Bid Package 1 (Phase 1) for Stillwater Regional Airport terminal project for a total of \$18,592,300.</p> <ul style="list-style-type: none"> • The Stillwater Regional Airport (SWO) terminal project is ongoing and has surpassed 95% completion. • On November 3, 2025, Council approved for submission to the FAA of the SWO Capital Improvement Program (CIP), which identified the FAA funding opportunity in FY26 for the South Parking Lot. • The last phase of the terminal project is the south parking lot. Olsson submitted a Amendment #12 for \$54,000 to support south parking lot design and construction administration support. • The south parking lot total project cost is \$1,256,046. Total project costs include the bid recommendation total of \$1,202,046, and the Olsson project design and construction administration services cost of \$54,000.
<p>Proposal/Solution:</p>	<p>Approve the City Manager to sign Amendment #12 to the Olsson Professional Services Agreement for the South Parking Lot Design and Construction Phase Services at the Stillwater Regional Airport terminal for a total of \$54,000.</p>
<p>Financial Source/Impact:</p>	<p>The South Parking Lot costs will be funded through FAA grant funds with the grant match and project contingency being funded from the City Capital Fund. A resolution authorizing a grant application to the FAA for the parking lot is included in this council packet.</p>

Related Pillar(s):	
Recommended Action/Motion:	Motion to approve Amendment #12 to the Olsson Professional Services Agreement for the South Parking Lot Design and Construction Phase Services at the Stillwater Regional Airport terminal for a total of \$54,000 and authorize the City Manager to sign the agreement.
Prepared By:	Kellie Reed, Airport Director
Reviewed By:	Kellie Reed Christy Cluck Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Olsson Amendment No. 12



January 9, 2026

Kellie Reed, P.E.,
City of Stillwater
3304 N. Airport Industrial Access Rd.
Stillwater, OK 74075

RE: STPW27 - Airport Industrial Arterial Road - Amendment 12
South Parking Lot – Design and Construction Phase Services

Dear Ms. Reed:

We respectfully request a scope revision to include design and construction phase services for the south parking lot associated with the access road and roundabout for the Airport Industrial Arterial Road Improvements (STPW27).

We are requesting amendment 12 in the amount of \$54,000, for the design and construction phase surfaces for the north parking lot to be approved, resulting in a total not to exceed fee of \$888,472.55 for the project to be able to complete the requested scope.

If you have any questions or concerns, please contact me at (405)242-6628 or rbeaty@olsson.com.

Respectfully,
OLSSON

A handwritten signature in black ink that reads "Russell L. Beaty". The signature is written in a cursive, flowing style.

Russell Beaty, PE
Sr. Project Manager/Vice President

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 13, 2021.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 12**

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: May 13, 2021
- b. Owner: City of Stillwater, Oklahoma
- c. Engineer: Olsson, Inc.
- d. Project: Airport Industrial Arterial Road Improvements

2. *Description of Modifications to Scope:*

Design

The scope of this amendment includes the design and construction phase services for the south parking lot for the project, services to include preparing final plans and bid packages along with bidding assistance, addenda, preconstruction conference, site visits, RFIs, submittal reviews, change orders and record drawings.

The original scope of the project and previous amendments remain unchanged unless mentioned above.

The total estimated compensation for Basic Services and Additional Services is detailed below:

	Original Agreement	Increase per Amendment	Total Amended Fee
Total Basic Services	\$315,000	\$0	\$315,000
<i>Amendment No.1 Services</i>	-	\$30,870.95	\$30,870.95
<i>Amendment No.1 Services requiring Owner's written approval</i>	-	\$2,900	\$2,900
Amendment No.2 Services	-	\$35,657.60	\$35,657.60
Amendment No.3 Services	-	\$2,500	\$2,500
Amendment No.4 Services	-	\$205,140	\$205,140

Amendment No.5 Services	-	\$5,100	\$5,100
Amendment No.6 Services	-	\$96,890	\$96,890
Amendment No.7 Services	-	\$18,500	\$18,500
Amendment No.8 Services	-	\$9,940	\$9,940
Amendment No.10 Services	-	\$25,474	\$25,474
Amendment No.9 Services	-	\$39,300	\$39,300
Amendment No.11 Services	-	\$47,200	\$47,200
Amendment No.12 Services	-	\$54,000	\$54,000
Total Agreement Services	-	\$573,472.55	\$888,472.55

Refer to the attached Table 1 for the itemized basis of fee for this Amendment.

5. Agreement Summary (Reference only)

a. Original Agreement amount:	\$ 315,000.00
b. Net change for prior amendments (1-11):	\$ 519,472.55
c. This amendment (12) amount:	\$ 54,000.00
d. Agreement amount:	\$ 888,472.55

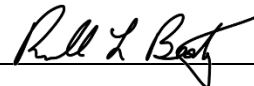
The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:
City of Stillwater, Oklahoma

ENGINEER:
Olsson Inc.

By: _____

By:  _____

Title: Brady Moore, City Manager

Title: Russell Beaty P.E., Sr. Project Manager/
Vice President

Date Signed: _____

Date Signed: 01/09/2026

City of Stillwater
 Access Road and Roundabout - South Parking Lot
 Amendment 12 - South Parking Lot Bid Plans & Construction Phase Services
 1/9/2026

	Category & Loaded Rate (\$/HR)						Total Hours	Direct Cost	FEE
	Sr. Civil Engineer	Mid-Level Civil Engineer	Engineer	Jr. Civil Engineer	Technician				
	\$ 196.00	\$ 165.00	\$ 145.00	\$ 119.00	\$ 103.00				
1. Bid Plans	22	56	22	58	8	166		\$ 24,500.00	
2. Construction Phase Services	66	80	0	28	0	174		\$ 29,500.00	
Total Hours	88	136	22	86	8	340			
Total Fee	\$ 17,248.00	\$ 22,440.00	\$ 3,190.00	\$ 10,234.00	\$ 824.00	\$ 53,936.00	\$ -	\$ 54,000.00	

1. Bid Plans	Category & Loaded Rate (\$/HR)						Total Hours	Direct Cost	FEE
	Sr. Civil Engineer	Mid-Level Civil Engineer	Engineer	Jr. Civil Engineer	Technician				
	\$ 196.00	\$ 165.00	\$ 145.00	\$ 119.00	\$ 103.00				
Title Sheet		2		2		4			
General Notes		4				4			
Typical Sections		2		2		4			
Summaries		2	2	4		8			
Demolition		2		2		4			
Site Plan		6		6		12			
Grading		16				16			
Drainage Plan			8	8		16			
Spot Elevations		4		4		8			
Erosion Control			4	6		10			
Signing and Striping	4	8		8		20			
EV Parking and Security	12				8	20			
Lighting Design	4	8		8		20			
Details & Support Sheets			8	8		16			
Final OPCC	2	2				4			
Total Hours	22	56	22	58	8	166			
Total Fee	\$ 4,312.00	\$ 9,240.00	\$ 3,190.00	\$ 6,902.00	\$ 824.00	\$ 24,468.00	\$ -	\$ 24,500.00	

2. Construction Phase Services	Category & Loaded Rate (\$/HR)						Total Hours	Direct Cost	FEE
	Sr. Civil Engineer	Mid-Level Civil Engineer	Engineer	Jr. Civil Engineer	Technician				
	\$ 196.00	\$ 165.00	\$ 145.00	\$ 119.00	\$ 103.00				
Contract Document Package	4	16				20			
Attend Pre-Bid Meeting & Document Discussion	4	4				8			
Generate Addenda & Provide Clarifications/Changes	4	4				8			
Preconstruction Conference	4	4				8			
Site Visits & Project Meetings	24	24				48			
RFI's/Submittal Reviews/Change Orders	24	24		24		72			
Record Drawings	2	4		4		10			
Total Hours	66	80	0	28	0	174			
Total Fee	\$ 12,936.00	\$ 13,200.00	\$ -	\$ 3,332.00	\$ -	\$ 29,468.00	\$ -	\$ 29,500.00	



REPORT TO: CITY COUNCIL

MEETING DATE: JUNE 15, 2026

Agenda Item:	3.r. CC-26-108
Previous/Related Action:	None
Background/Issue:	The City does not currently have a mower that is rated to safely mow the dam at Lake McMurtry. Inspectors from the Oklahoma Water Resources Board have flagged the dam as an issue since trees are starting to sprout on the dam. This slope mower is remote controlled, eliminating the danger associated to employees with mowing steep areas. A demonstration was performed at Lake McMurtry and we are excited at the capabilities of this mower. We will be able to use it for all the dam mowing in Stillwater as well as ditches and creek areas throughout the city.
Proposal/Solution:	This mower will bring us into compliance at our dam locations and will keep areas throughout Stillwater clear of unsightly weeds and brush, also allowing stormwater to flow freely.
Financial Source/Impact:	Money from the Wastewater fund is appropriate for this purchase since the mower will be used to clear channels and drainage ditches. Park employees in Community Resources will be trained and utilize the mower.
Related Pillar(s):	Effective Services Strong Infrastructure
Recommended Action/Motion:	Approve the transfer of \$77,186.29 from Wastewater account to Parks and Community Resources account.
Prepared By:	Jim Scott
Reviewed By:	Barbara Bliss Christy Driskel Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Mower BA



Budget Amendment Request
For Budget Year 2026

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

Office: 405.372.0025
Web: stillwater.org

Date: 06/03/2026

Department: Environment Programs

Requested by: Barbara Bliss

Explanation: Expenditures:
Appropriate funds for the purchase of a remote slope mower. Funding is from the Stormwater Fund.


Account Name	Account Number (xxxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Remote Mower	2104841 - 54009	26TR18210	\$ 0	\$ 77,187
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
Decrease:	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

\$ 77,187

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance:  _____

Date: 6/4/2026

Approved by CMO: _____

Date: _____

Approved by City Council: Yes No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--



REPORT TO: CITY COUNCIL

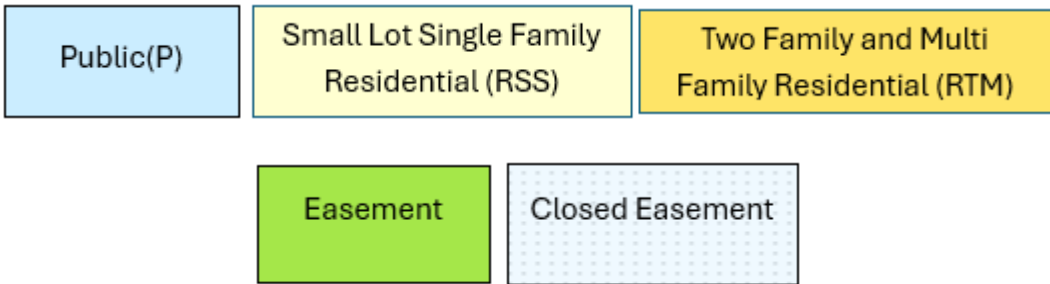
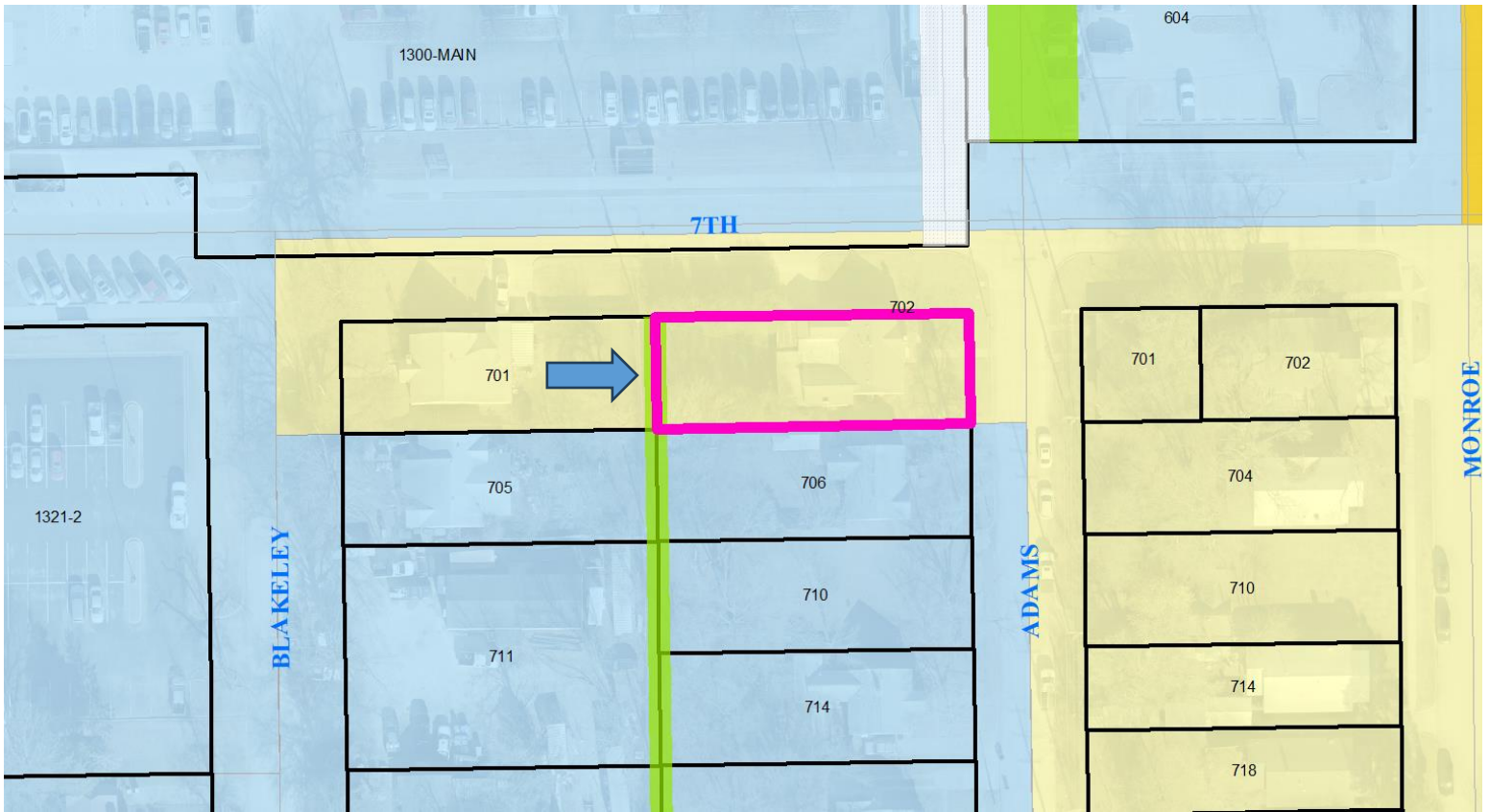
MEETING DATE: JUNE 15, 2026

Agenda Item:	6.a. CC-26-109
Previous/Related Action:	June 2, 2026 Planning Commission Report
Background/Issue:	<p>The subject property is located at the southwest corner of Adams Street and 7th Avenue. The property is approximately 0.16 acres and is currently developed as a single-family residence.</p> <p>The Public zoning district identifies properties that are operated for the use and benefit of the general public. The property is proposed to be redeveloped to support Stillwater Medical Center, which is directly north of the subject property. The existing Stillwater Medical Center facility, and support infrastructure, is zoned Public (P). Publicly zoned property for Stillwater Medical Center is located to the north, south, and one lot west of the subject property.</p> <p>On June 2, 2026 Planning Commission held a public hearing for the proposed map amendment, where a member of the community shared concerns about the hospital moving to the east side of Adams Street in the future.</p>
Proposal/Solution:	On June 2, 2026 Planning Commission recommended that the City Council approve the proposed Map Amendment as presented, with a 4-0 vote.
Financial Source/Impact:	None
Related Pillar(s):	Effective Services
Recommended Action/Motion:	Motion to accept the Planning Commission recommendation and approve the proposed Map Amendment for the property addressed as 702 S Adams St.
Prepared By:	Henry Bibelheimer, Senior Planner
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Area Map

2. PC Mtg Summary 06.02.2026 DRAFT



Stillwater. OKLAHOMA
stillwaterok.gov

Project Type: Map Amendment (MA26-02)
Request: RSS to P
Address: 702 S ADAMS ST.

STILLWATER PLANNING COMMISSION SUMMARY
REGULAR MEETING OF JUNE 2ND, 2026
IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING
LAW, THE AGENDA WAS POSTED May 29th, 2026 IN THE
MUNICIPAL BUILDING AT 723 SOUTH LEWIS STREET

MEMBERS PRESENT

Riley Williams, Vice Chair
Mark Prather, Member
Mike Shanahan, Member
David Peters, Member

STAFF PRESENT

Kim Payne, Assistant City Attorney
David Barth, Development Services Director
Henry Bibelheimer, Senior City Planner
Alexandria Holle-Maged, Administrative Assistant

MEMBERS ABSENT

Jana Phillips, Chair

Staff Absent

1. CALL MEETING TO ORDER.

Chair Phillips called the meeting to order at 5:30 pm.

2. PUBLIC HEARING

- a. Receive public comment regarding a request for a Map Amendment (MA26-02) to rezone 702 S. Adams Street from Small Lot Single Family Residential (RSS) to Public (P) zoning district.

Henry Bibleheimer, Senior Planner, presents the item and asks if there are any questions;

Vice Chair Williams inquired whether Stillwater Medical currently owns the property in question and asked for confirmation on whether the property directly to the west is still zoned as small-lot single-family. Mr. Bibelheimer responded that they believe the property is owned by an LLC under the Stillwater Medical umbrella, though they noted the applicant would have a more definitive answer and confirmed the zoning.

Vice Chair Williams invites the applicant or representative forward to present.

Stephen Gose, Gose & Associates - 113 E 8th Ave, comes to speak on the following:

- Explains that a previous rezoning occurred a year or two ago for a parking lot to support planned hospital expansions, including the emergency room.
- Since then, Stillwater Medical acquired this additional land, allowing them to expand the parking lot plan, which is the reason for the current rezoning request.

Vice Chair Williams asks if the lot directly to the west would be brought forward for consideration soon. Mr. Gose clarified that the lot to the west is still privately owned and is not currently under consideration.

Vice-Chair Williams asks if there are any additional questions; none respond.

Vice Chair Williams opens the public hearing and asks if anyone wishes to speak in favor of the item; none respond. Vice-Chair Williams asks if there is anyone that wishes to speak in opposition of this item.

Mr. Phillip Freeman, 722 S Monroe St. comes to speak:

- Inquires if there is intention to move to the block to the east.

Vice Chair Williams asks if there is anyone else in opposition; seeing none, Vice Chair Williams closes the public hearing and invites the representative back up to respond.

Mr. Gose states that the hospital does not currently have intentions to move to the east of the rezoning.

Vice-Chair Williams closes the public hearing and asks for findings and alternatives.

Henry Bibelheimer, Senior Planner presents:

Findings:

1. The proposed Map Amendment aligns with Envision Stillwater 2045.

Alternatives:

1. Accept findings and recommend that the City Council approve the proposed Map Amendment as presented.
2. Find that additional information or discussion is needed prior to making a recommendation and table the request to a future Planning Commission meeting.
3. Find that the Map Amendment is not needed and do not recommend that the City Council approve the request.

Staff recommends alternative 1, to accept findings and recommend that the City Council approve the proposed Map Amendment as presented.

Commissioner Prather motions to approve the Map Amendment as presented, Commissioner Shanahan seconds the motion.

Roll Call:	Phillips	Williams	Prather	Shanahan	Peters
	Absent	Yes	Yes	Yes	Yes

Time: 8 minutes



REPORT TO: CITY COUNCIL

MEETING DATE: JUNE 15, 2026

Agenda Item:	6.b. CC-26-110
Previous/Related Action:	June 2, 2026 Planning Commission Report
Background/Issue:	<p>The subject property is located south of West 6th Avenue, one quarter mile west of Range Road. The property under the rezoning request is approximately 20.02 acres and is currently developed with three single family residences. The parcel, in whole, is ~84.91 acres, and is split into three zoning districts, with General Commercial along 6th Avenue, then a section of Office (O), with Two-Family Residential (RT) on the southern portion of the property. The applicant is requesting to rezone the portion of the parcel that is zoned CG to RTM.</p> <p>The applicant is seeking to construct two additional dwelling units adjacent to the three existing dwelling units. To allow for the construction of a group of dwelling units on the same lot, the applicant must rezone this portion of the lot to a zoning district that allows for multifamily. A group of dwelling units on the same lot is allowed by right in the Two-Family and Multi-Family District (RTM) zoning district.</p> <p>On June 2, 2026 Planning Commission held a public hearing for the proposed map amendment, where a member of the community requested clarification on the location of the proposed rezoning, as the parcel abuts his property.</p>
Proposal/Solution:	On June 2, 2026 Planning Commission recommended that the City Council approve the proposed Map Amendment as presented, with a 4-0 vote.
Financial Source/Impact:	None
Related Pillar(s):	Effective Services
Recommended Action/Motion:	Motion to accept the Planning Commission recommendation and approve the proposed Map Amendment for the property addressed as 6603/6711 W 6th Avenue and 603 S Range West Road.
Prepared By:	Henry Bibelheimer, Senior Planner
Reviewed By:	David Barth

Brady Moore

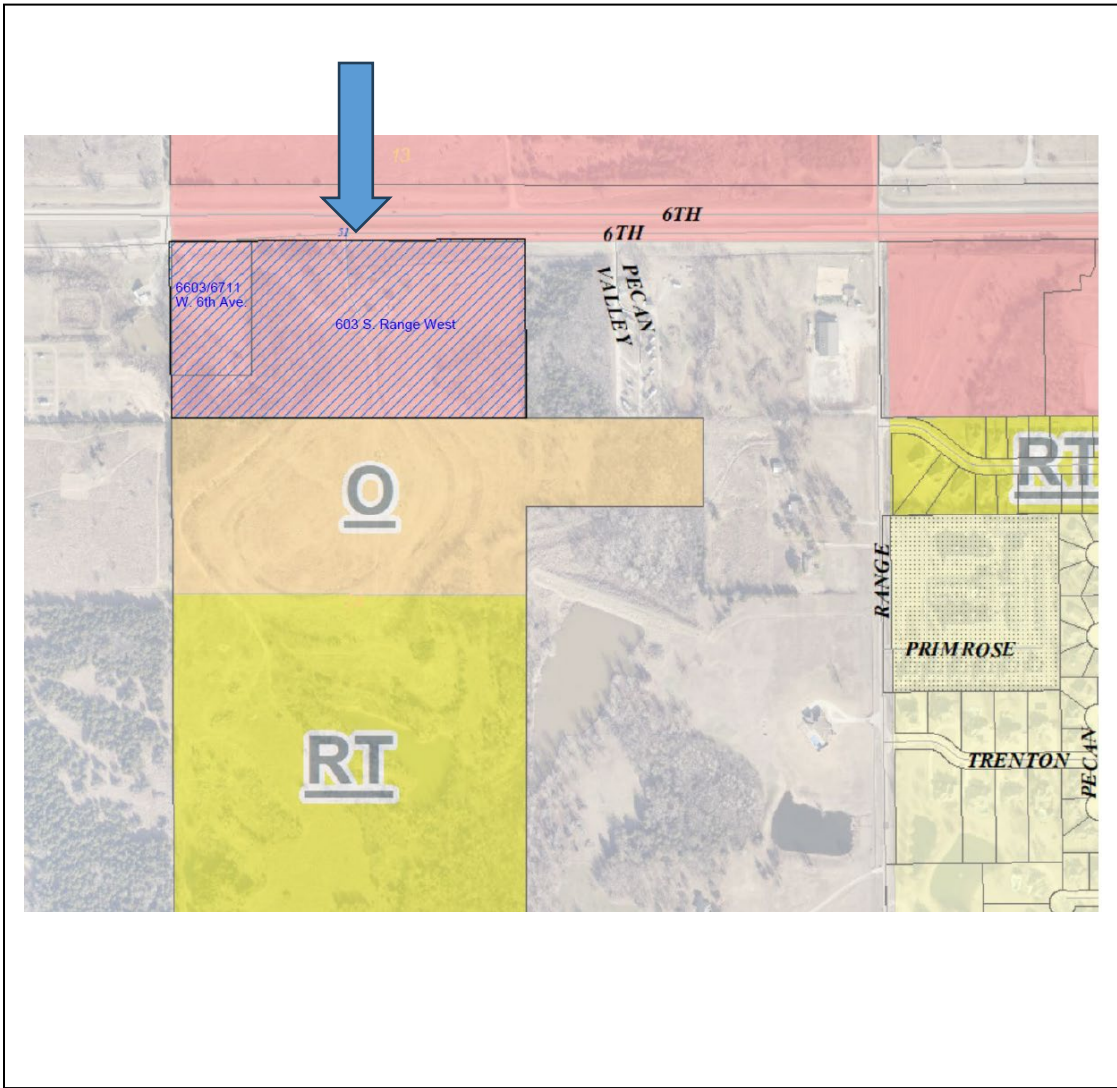
Teresa Kadavy

Submitted By:

Brady Moore, City Manager

Attachments

1. Area Map
2. Zoning Comparison Chart, CG to RTM
3. Planning Commission Mtg Summary 06.02.2026 DRAFT



Stillwater OKLAHOMA
stillwaterok.gov

Project Type: MA26-04
Request: Rezone from Commercial General (CG) to Two-Family & Multi-Family (RTM)
Address: Rezone 6603/6711 W. 6th Avenue and 603 S. Range West

ZONING COMPARISON CHART		
	CG (Commercial General)	RTM (Residential Two-family and Multi-family)
Min Lot Size	No min requirements	20,000 square feet
Min Lot Width/Depth	No min requirements	100/130 feet
Max Structure Height	No max height	35 feet
Min Front Yard	25 feet/10 feet from alley	20 feet/10 feet from alley
Min Side Yard - boundary with:		
Residential district	20 feet	5 feet
Commercial district	No min requirements	15 feet
Industrial district	No min requirements	15 feet
Min Rear Yard - boundary with:		
Residential district	20 feet	20 feet
Any other district	No min requirements	20 feet
Max Lot Coverage	50 percent	40 percent
Landscaping/Screening (earth berms, shrubs, fences, decorative man-made materials, trees)	Required when abutting RSS, RSL, RMH, RT or RM; 70% opaque up to 3-foot tall and 40% opaque up to 5-foot tall	Required for parking lots only
Permitted Uses by Right (Uses in <i>italic</i> are allowed in both zoning districts)	<ul style="list-style-type: none"> • Arts & Entertainment • Bed & Breakfast, Hotel, Motel • Beverage Services • <i>Churches & Religious Institutions</i> • Financial Institutions & Services • Food Services • Free-Standing Self-Service • Health Care & Social Assistance • Information • Parking Lots/Garages • Personal & Laundry Services • Personal Storage & Warehousing • Professional & Administrative Offices • Recreation • Research & Development • Retail Trade • Transportation Activities • Utilities • Vehicle & Equipment Sales/Service • Wholesale Trade 	<ul style="list-style-type: none"> • Boarding House/Rooming House • <i>Church and Religions Institutions</i> • Multiple-family with a maximum gross density of 20 units per acre • Townhome • Two-family (duplex)

STILLWATER PLANNING COMMISSION SUMMARY
REGULAR MEETING OF JUNE 2ND, 2026
IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING
LAW, THE AGENDA WAS POSTED May 29th, 2026 IN THE
MUNICIPAL BUILDING AT 723 SOUTH LEWIS STREET

MEMBERS PRESENT

Riley Williams, Vice Chair
Mark Prather, Member
Mike Shanahan, Member
David Peters, Member

STAFF PRESENT

Kim Payne, Assistant City Attorney
David Barth, Development Services Director
Henry Bibelheimer, Senior City Planner
Alexandria Holle-Maged, Administrative Assistant

MEMBERS ABSENT

Jana Phillips, Chair

Staff Absent

1. CALL MEETING TO ORDER.

Chair Phillips called the meeting to order at 5:30 pm.

2. PUBLIC HEARING

- b. Receive public comment regarding a request for a Map Amendment (MA26-04) to rezone approximately 20.02 acres (m/l) addressed as 6603/6711 W. 6th Avenue and the north portion of 603 S. Range West Road from Commercial General (CG) to Two-Family and Multi-Family (RTM).

Henry Bibelheimer, Senior Planner, presents the item and asks if there are any questions.

Commissioner Shanahan noted that based on a map they viewed previously, the area did not appear to be contiguous with the city to the direct east and asked for clarification. Mr. Bibelheimer confirmed that the property directly to the east is outside city limits; and explained that while the city limits run north of 6th Avenue and technically connect, making it contiguous, it does not touch the city limits on the south side of 6th Avenue.

Commissioner Shanahan pointed out that the annexation seemed unusual and noted from the documentation that there is no available sanitary sewer service or electricity, and asked about the connection plans. Mr. Bibelheimer explained that electricity is provided by Central Rural Electric Cooperative (CREC) rather than the City of Stillwater, per their agreement; and added that because city sewer is unavailable at that location, the properties would rely on private septic tanks or alternative private sewer systems.

Vice Chair Williams invites the applicant or representative forward to present.

Mr. Jack Razook, Applicant, comes to speak on the following:

- Stated intention is to build two single-family rental houses to replace one that had previously burned down, noting they would be placed in a different location on the property.

- Mentioned they would match the three existing rental homes already on-site and indicated he believed a variance might be required.

Vice Chair Williams asked if the applicant to confirm the structures would be single-family rental properties. Mr. Razook confirmed they would be two single-family rentals to match the other three existing houses on the property; and clarified that only one house burned down, and plans to rebuild it in a new spot while adding a second one nearby, close to the three existing homes.

Commissioner Prather confirmed rebuilding even a single home would still conflict with the property's current zoning.

Vice-Chair Williams asks if there are any additional questions; none respond. Vice Chair Williams opens the public hearing and asks if anyone wishes to speak in favor of the item; none respond. Vice-Chair Williams asks if there is anyone wishes to speak in opposition.

Mr. Wayne Flat, 1202 S Range comes and asks for clarification on exactly where the new buildings would be located in relation to his eastern fence line. Mr. Bibelheimer showed him the proposed location on the map and Mr. Flatt confirmed that would not affect him.

Vice Chair Williams asks if there is anyone else in opposition; seeing none, Vice Chair Williams closes the public hearing and stating as the questions have been addressed, invites staff back to present findings and alternatives.

Mr. Bibelheimer clarified that the applicant's mention of a variance actually pertained to a separate sidewalk application scheduled for the Board of Adjustment in July, meaning it was unrelated to the current rezoning request.

Findings:

1. The proposed Map Amendment brings the current land use into compliance.
2. Envision Stillwater 2045 calls for Regional Commercial at this location.

Alternatives:

1. Accept findings and recommend that the City Council approve the proposed Map Amendment as presented.
2. Find that additional information or discussion is needed prior to making a recommendation and table the request to a future Planning Commission meeting.
3. Find that the Map Amendment is not needed and do not recommend that the City Council approve the request.

Staff recommends alternative 1, to accept findings and recommend that the City Council approve the proposed Map Amendment as presented.

Vice Chair Williams asked if the applicant would still have needed a rezoning just to rebuild the single house that burned down. Mr. Bibelheimer confirmed that a rezoning would be required regardless.

Commissioner Prather asked for further clarification on whether the lot with three homes is currently out of compliance. Mr. Bibelheimer confirmed it is, explaining that the three homes constitute a multi-family use, which is prohibited in Commercial General zoning.

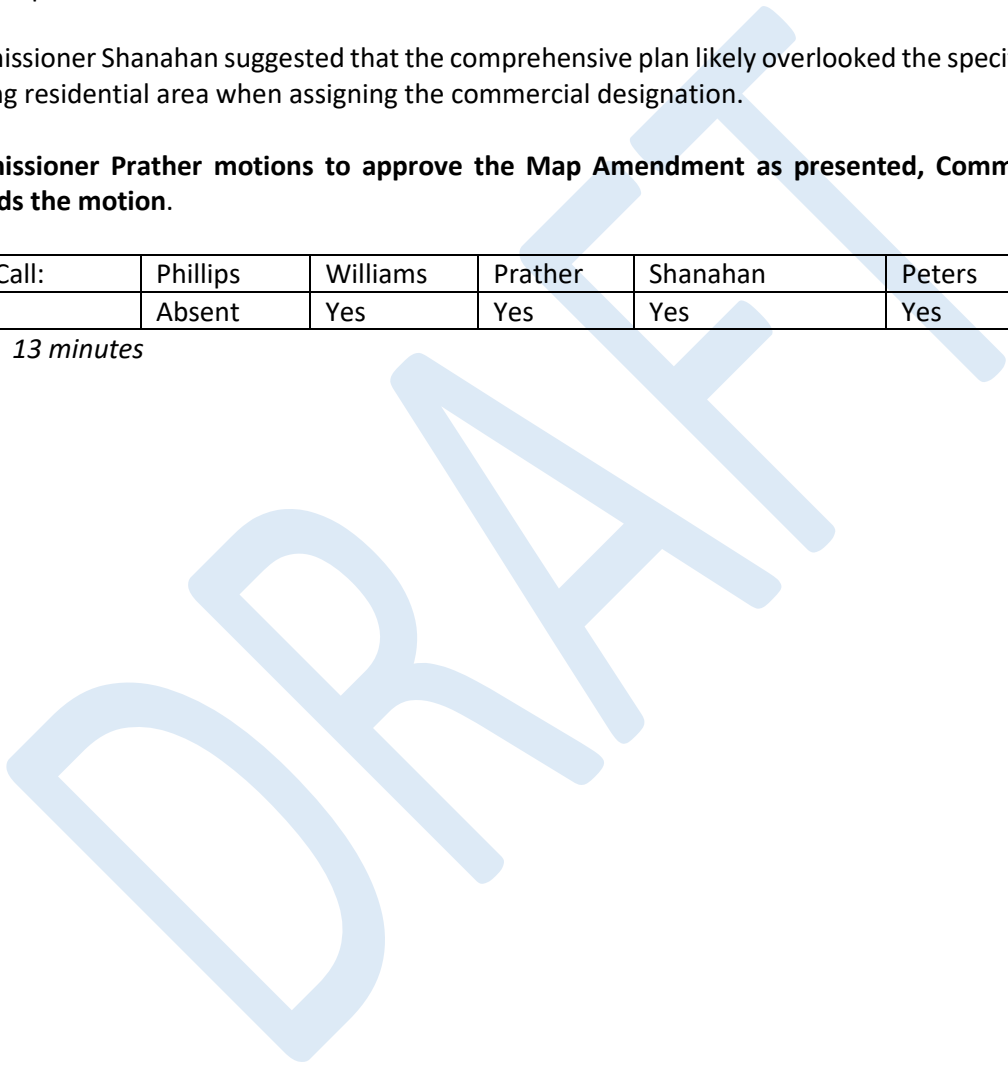
Commissioner Prather expressed curiosity about why staff recommended approval when the Envision Stillwater 2045 comprehensive plan calls for regional commercial use at that location. Mr. Bibelheimer acknowledged the conflict with the comprehensive plan but explained their recommendation was based less on the comprehensive plan and more on bringing the existing, reasonable historical use of the property into compliance.

Commissioner Shanahan suggested that the comprehensive plan likely overlooked the specific details of this existing residential area when assigning the commercial designation.

Commissioner Prather motions to approve the Map Amendment as presented, Commissioner Peters seconds the motion.

Roll Call:	Phillips	Williams	Prather	Shanahan	Peters
	Absent	Yes	Yes	Yes	Yes

Time: 13 minutes



RESOLUTION NO. CC-2026-10

A RESOLUTION OF THE CITY OF STILLWATER NOMINATING MELISSA REAMES AS A CANDIDATE TO FILL AN OPEN POSITION ON THE BOARD OF TRUSTEES OF THE OKLAHOMA MUNICIPAL RETIREMENT FUND (OkMRF) REPRESENTING DISTRICT 5 FOR A FIVE YEAR TERM BEGINNING OCTOBER 1, 2026 THROUGH OCTOBER 1, 2031.

WHEREAS, the Oklahoma Municipal Retirement Fund Executive Director/CEO, Jodi Cox, has notified all participating employers of District 5 that a five year term on the Board of Trustees is expiring September 30, 2026; and

WHEREAS, OkMRF is governed by a Board of Trustees who are nominated and elected by member cities, towns and municipal agencies.

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of Stillwater, Oklahoma that they do hereby nominate Melissa Reames for election to the OKMRF Board of Trustees.

The undersigned hereby certify that the foregoing Resolution was duly adopted and approved by the Mayor and City Council of the City of Stillwater on the 15th day of June, 2026.

WILLIAM H. JOYCE, MAYOR

(Seal)

ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 15TH DAY OF JUNE, 2026.

KIMBERLY CARNLEY, CITY ATTORNEY



REPORT TO: CITY COUNCIL

MEETING DATE: JUNE 15, 2026

Agenda Item:	7.b. CC-26-111
Previous/Related Action:	
Background/Issue:	
Proposal/Solution:	Grant funds will be used to purchase firefighting equipment to replace the existing self-contained breathing apparatuses (SCBA) by purchasing 67 SCBAs and 134 air cylinders and in addition, purchasing 8 Rapid Intervention Team (RIT) specialized air packs and a face mask for each firefighter for the Stillwater Fire Department.
Financial Source/Impact:	Total project cost is \$956,205. The city's cost share of \$95,620 is 10% based on population size. The federal share requested is \$860,585.
Related Pillar(s):	
Recommended Action/Motion:	APPROVE SUBMISSION OF AN APPLICATION FOR FY2025 ASSISTANCE TO FIREFIGHTERS GRANT FUNDS FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY TO PURCHASE FIREFIGHTING EQUIPMENT AND AUTHORIZE THE MAYOR OR VICE-MAYOR TO EXECUTE ANY RELATED GRANT DOCUMENTS.
Prepared By:	Shelly Crynes, Grants Manager
Reviewed By:	Michelle Wilhelm Christy Cluck Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. 2026-11 Assistance to Firefighters Grant (AFG) FINAL

RESOLUTION NO. CC-2026-11

A RESOLUTION OF THE STILLWATER CITY COUNCIL APPROVING SUBMISSION OF AN APPLICATION FOR FY2025 ASSISTANCE TO FIREFIGHTERS GRANT FUNDS FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY TO PURCHASE FIREFIGHTING EQUIPMENT AND AUTHORIZING THE MAYOR OR VICE-MAYOR TO EXECUTE ANY RELATED GRANT DOCUMENTS

WHEREAS, the Assistance to Firefighters Grant (AFG) Program has awarded approximately \$9 billion in grants to provide critically needed resources that equip and train emergency personnel to recognized standards, enhance operational efficiencies, foster interoperability, and support community resilience; and

WHEREAS, since 2001, AFG has helped firefighters and other first responders obtain critically needed equipment, protective gear, emergency vehicles, training and other resources necessary for protecting the public and emergency personnel from fire and related hazards

WHEREAS, the AFG Program will provide \$324 million to eligible applicants seeking to enhance their fire and medical response capabilities and protect the health and safety of emergency personnel and the public; and

WHEREAS, grant funds will be used to purchase firefighting equipment to replace the existing self-contained breathing apparatuses (SCBA) by purchasing 67 SCBAs and 134 air cylinders and in addition, purchasing 8 Rapid Intervention Team (RIT) specialized air packs and a face mask for each firefighter for the Stillwater Fire Department; and

WHEREAS, the estimated total cost of the firefighting equipment is \$956,205; and

WHEREAS, the anticipated cost share under the AFG Program is as follows: Federal Share: \$860,585 and City of Stillwater Applicant Cost Share: \$95,620;

WHEREAS, application for grant funds to assist in purchasing firefighting equipment is in the best interest of the city.

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

Section 1: The Stillwater City Council hereby approves submission of a AFG Program Grant Application in the amount of \$956,205 (Federal Share \$860,585; City of Stillwater Applicant Cost Share \$95,620) to be used for the purchase of firefighting personal protective equipment.

Section 2: The Mayor or Vice-Mayor is hereby authorized to execute any related grant documents.

PASSED AND ADOPTED THIS 15TH DAY OF JUNE 2026.

CITY OF STILWATER, OKLAHOMA
a Municipal Corporation

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 15TH DAY OF JUNE 2026.

KIMBERLY CARNLEY, CITY ATTORNEY



REPORT TO: CITY COUNCIL

MEETING DATE: JUNE 15, 2026

Agenda Item:	7.c. CC-26-112
Previous/Related Action:	
Background/Issue:	
Proposal/Solution:	Grant funds will be used to help fund three (3) new full-time firefighter positions for a period of three (3) years for the Stillwater Fire Department.
Financial Source/Impact:	The estimated total project cost for the three (3) new full-time firefighter positions for a period of three (3) years is \$820,860.75. The anticipated cost share under the SAFER Program is as follows: Federal Share: \$506,197.47 and City of Stillwater Applicant Cost Share: \$314,663.28 (25% first year, 25% second year, and 65% third year).
Related Pillar(s):	
Recommended Action/Motion:	APPROVE SUBMISSION OF AN APPLICATION FOR STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE GRANT FUNDS FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY TO ASSIST WITH FUNDING FOR THREE NEW FULL-TIME FIREFIGHTER POSITIONS FOR A PERIOD OF THREE YEARS FOR THE STILLWATER FIRE DEPARTMENT AND AUTHORIZE THE MAYOR OR VICE-MAYOR TO EXECUTE ANY RELATED GRANT DOCUMENTS.
Prepared By:	Shelly Crynes, Grants Manager
Reviewed By:	Michelle Wilhelm Christy Cluck Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. 2026-12 SAFER Grant FINAL

RESOLUTION NO. CC-2026-12

A RESOLUTION OF THE STILLWATER CITY COUNCIL APPROVING SUBMISSION OF AN APPLICATION FOR STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE GRANT FUNDS FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY TO ASSIST WITH FUNDING FOR THREE NEW FULL-TIME FIREFIGHTER POSITIONS FOR A PERIOD OF THREE YEARS FOR THE STILLWATER FIRE DEPARTMENT AND AUTHORIZING THE MAYOR OR VICE-MAYOR TO EXECUTE ANY RELATED GRANT DOCUMENTS

WHEREAS, since 2005, the Federal Emergency Management Agency (FEMA) has awarded approximately \$6.1 billion in grant funding through the Staffing for Adequate Fire and Emergency Response (SAFER) Program to provide critically needed resources to hire new, additional firefighters (or to change the status of part-time or paid-on-call firefighters to full-time firefighters); and

WHEREAS, the Full-Year Continuing Appropriations and Extensions Act, 2025, Pub. L. No 119-4, § 1101, appropriated \$324 million in FY 2025 SAFER Program funds to be awarded to an estimated 190 eligible fire departments and volunteer firefighter interest organizations; and

WHEREAS, SAFER Grants were created to provide funding directly to fire departments and volunteer firefighter interest organizations to help them increase or maintain the number of trained, “front line” firefighters available in their communities; and

WHEREAS, the goal of SAFER is to enhance the local fire departments’ abilities to comply with staffing, response, and operation standards established by the National Fire Protection Association (NFPA) and assist fire departments in increasing the number of firefighters to meet industry standards and attain 24-hour staffing to provide adequate fire protection from fire and fire-related hazards; and

WHEREAS, grant funds will be used to help fund three (3) new full-time firefighter positions for a period of three (3) years for the Stillwater Fire Department; and

WHEREAS, the estimated total project cost for the three (3) new full-time firefighter positions for a period of three (3) years is \$820,860.75; and

WHEREAS, the anticipated cost share under the SAFER Program is as follows: Federal Share: \$506,197.47 and City of Stillwater Applicant Cost Share: \$314,663.28 (25% first year, 25% second year, and 65% third year); and

WHEREAS, application for grant funds to assist in funding three (3) new full-time firefighter positions for a period of three (3) years for the Stillwater Fire Department is in the best interest of the city.

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

Section 1: The Stillwater City Council hereby approves submission of a SAFER Grant Application in the amount of \$820,860.75 (Federal Share \$506,197.47; City of Stillwater Applicant Share \$314,663.28) to be used to fund three (3) new full-time firefighter positions for a period of three (3) years.

Section 2: The Mayor or Vice-Mayor is hereby authorized to execute any related grant documents.

PASSED AND ADOPTED THIS 15TH DAY OF JUNE 2026.

CITY OF STILLWATER, OKLAHOMA
a Municipal Corporation

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 15TH DAY OF JUNE 2026.

KIMBERLY CARNLEY, CITY ATTORNEY

RESOLUTION NO. CC-2026-13; SUA-2026-2

A RESOLUTION AMENDING THE CITY OF STILLWATER TERMS AND CONDITIONS OF SERVICE BY AMENDING SECTION I, GENERAL INFORMATION, CHAPTER 1, TERMS AND CONDITIONS OF SERVICE, SECTION 1.1.1, PURPOSE OF TERMS AND CONDITIONS; ADDING 1.1.5, CUSTOMER RATES, CHARGES, AND FEES; AMENDING SECTION II, POLICY MANUAL FOR UTILITY ACCOUNTS, BILLING, & COLLECTIONS, CHAPTER 1, CONTRACT FOR UTILITY SERVICES AND DEPOSITS, SECTION 2.1.16, LOST CHECKS; AMENDING SECTION II, POLICY MANUAL FOR UTILITY ACCOUNTS, BILLING, & COLLECTIONS, CHAPTER 2, BILLING AND BILLING ADJUSTMENTS, SECTION 2.2.12, ANALYSIS OF APPLICABLE ELECTRIC RATE; AMENDING SECTION II, POLICY MANUAL FOR UTILITY ACCOUNTS, BILLING, & COLLECTIONS, CHAPTER 6, ADVANCED METERING INFRASTRUCTURE (AMI) OPT-OUT, SECTION 2.6.2, RATES & CHARGES; AMENDING SECTION IV, UTILITY DEPOSITS, CHAPTER 1, SECTION 4.1.1, DEPOSIT SCHEDULES, SECTION 4.1.2, RESIDENTIAL DEPOSIT SCHEDULE, SECTION 4.1.3, COMMERCIAL DEPOSIT / NON-RESIDENTIAL SCHEDULE, SECTION 4.1.4, HYDRANT METERS; AND ADDING SECTION VI, OUTAGE MANAGEMENT SYSTEM

WHEREAS, the City of Stillwater and Stillwater Utilities Authority previously revised and approved the Terms and Conditions of Service in July of 2025 pursuant to Resolution CC-2025-12; SUA-2025-3; and

WHEREAS, the Terms and Conditions of Service have been reviewed and proposed amendments are necessary and appropriate.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF STILLWATER, OKLAHOMA AND THE TRUSTEES OF THE STILLWATER UTILITIES AUTHORITY THAT:

Section 1: The Terms and Conditions of Service are hereby amended as reflected in the attached Exhibit A.

APPROVED AND ADOPTED THIS 15TH DAY OF JUNE 2026.

CITY OF STILLWATER, OKLAHOMA
a Municipal Corporation

William H. Joyce, Mayor

(SEAL)
ATTEST:

Teresa Kadavy
City Clerk

STILLWATER UTILITIES AUTHORITY
a Public Trust

William H. Joyce, Chair

(SEAL)
ATTEST:

Teresa Kadavy
Secretary

APPROVED AS TO FORM AND LEGALITY THIS 15TH DAY OF JUNE 2026.

Kimberly Carnley
City Attorney/General Counsel

CITY OF STILLWATER

TERMS AND CONDITIONS OF SERVICE

Adopted December 1, 2008
Resolution No. CC-2008-12; SUA-2008-5

Section II: Policy Manual for Utility Accounts, Billing and Collections
Amended February 2, 2015
Resolution No. CC-2015-3; SUA-2015-1

Section IV: Deposit Schedule
Amended February 2, 2015
Resolution No. CC-2015-4; SUA-2015-2

Section V: Electric Service Rules
Amended April 4, 2023
Resolution No. CC-2023-6; SUA-2023-2

Section I: General Information; Section II: Policy Manual for Utility Accounts, Billing and Collections;
Section III: Definitions; Section IV: Utility Deposits
Amended December 16, 2019
Resolution No. CC-2019-29; SUA-2019-4

Section II: Policy Manual for Utility Accounts, Billing and Collections
Amended August 7, 2023
Resolution No. CC-2023-25; SUA-2023-6

Section I: General Information; Section II: Policy Manual for Utility Accounts, Billing, & Collections;
Section III: Definitions
Amended July 7, 2025
Resolution No. CC-2025-12; SUA-2025-3

Section I: General Information; Section II: Policy for Utility Accounts, Billing, & Collections; Section IV:
Utility Deposits; Section V: Electric Service Rules; Section VI: SMS Messaging for Outage and Service
Notifications (Outage Management System)
Amended June 15, 2026
Resolution No. CC-2026-13; SUA-2026-2

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SECTION I

GENERAL INFORMATION

CHAPTER 1**TERMS AND CONDITIONS OF SERVICE****1.1.1 PURPOSE OF TERMS AND CONDITIONS OF SERVICE**

These Terms and Conditions of Service, as approved by the Stillwater City Council and the Trustees of the Stillwater Utilities Authority, shall govern all technical aspects for delivery of the City's utility services and all policies concerning the maintenance of accounts, billing procedures, and credit and collections procedures for those services. The Terms and Conditions consist of separate sections covering general information, utility account policies, definitions, and rules of service for each City utility service as they pertain to the various utilities. Revised sections shall supersede and cancel only those respective portions of previous Terms and Conditions of Service, or sections thereof as may be pertinent to the proposed revisions. Rates, charges, and fees shall be established in accordance with Section 1.1.5 of these Terms and Conditions of Service. ~~schedules are established by separate resolutions.~~

1.1.2 APPLICABILITY OF TERMS AND CONDITIONS OF SERVICE

Pursuant to the City of Stillwater's Anti-Discrimination Policy as set forth in Resolution No. CC-2019-12, the City does not discriminate against any person on the basis of age, race, religion, color, sex, disability, national origin, ancestry, sexual orientation, gender identity, or familial status with regard to access to city employment, city services and city facilities. These Terms and Conditions of Service and any modifications thereof and additions thereto lawfully made are applicable to all customers receiving utility service from the City and to all standard service agreements and contracts now existing or which may be entered into by the City, and to all rate schedules which may be established.

The City may decline to serve a customer or prospective customer until such customer has complied with the rules and regulations of the Council, Trustees, and any and all applicable federal, state, and municipal or other local laws, rules, and regulations.

The City may refuse or discontinue service to any customer for noncompliance with these Terms and Conditions of Service where it specifically so provides.

1.1.3 MODIFICATIONS TO TERMS AND CONDITIONS OF SERVICE

The Stillwater City Council retains the right to amend these Terms and Conditions of Service or to make additional terms and conditions, as it may deem necessary.

1.1.4 RESPONSIBILITY FOR PREPARATION AND ENFORCEMENT OF TERMS AND CONDITIONS OF SERVICE

The City Manager or designee has primary responsibility for the preparation, revision, and enforcement of the service rules governing technical requirements associated with each utility.

The Utility and Billing Services Director has the primary responsibility for enforcement of the administrative policies related to utility accounts, billing, and collections.

1.1.5 CUSTOMER RATES, CHARGES, AND FEES

All rates, charges, and fees charged to customers are established by resolution.

CHAPTER 2

GENERAL POLICIES

1.2.1 ACCESS BY CITY'S AUTHORIZED AGENTS

The customer shall give authorized agents of the City permission to enter the customer's premises at all reasonable times for any purpose incidental to the supplying of utility service, including tree trimming and tree removal in utility easements, and for the purpose of reading meters. It is not required for authorized City employees to seek permission from the customer to enter the premises for such purposes.

All authorized agents requiring access to premises of a customer shall be furnished with a badge or means of identification.

1.2.2 REFUSAL TO PROVIDE ACCESS

Refusal on the part of the customer to provide access for City authorized purposes after reasonable request shall be deemed to be sufficient cause for discontinuance of service. The customer will be notified by letter if the premises are deemed inaccessible and will be asked to contact the City within five (5) days to arrange for necessary access. Lack of response from the customer may result in discontinuance of service without further notice.

1.2.3 METER SEALS

No person, other than an authorized agent of the City acting in an official capacity, shall break the seal on any meter unless lawful authority from the City to do so has been granted in writing.

Licensed electricians who break the seal for the purpose of completing necessary repair work shall return the meter to its original status, whether the meter was on or off, and reseal the meter with the appropriate seal which has been issued to them by the City of Stillwater before they leave the premises. Failure to do so is a violation of Stillwater City Code and violators are subject to prosecution.

1.2.4 RIGHT OF SELF-DEFENSE

Authorized City employees and agents may carry pepper spray, animal bite stick or any other device deemed appropriate for self-defense.

1.2.5 DENIAL OF SERVICE

The City reserves the right to refuse to provide service to a customer, at any premises, until all delinquent bills for prior or current utility services incurred with the City are paid or acceptable arrangements for payment have been completed.

The City may refuse to provide service to an applicant when the applicant has not provided acceptable, valid and non-expired proof of identity. Acceptable, valid and non-expired proof of identity may include the following: driver's licenses or state identification card; social security card; student identification card; passport; birth certificate; or any other verifiable proof which would establish identity.

The City shall not be required to provide service to a customer due to misrepresentation of identity or facts for the purpose of obtaining service or use an alias, trade name, business name, relative's name or another person's name as a device to escape payment of an unpaid obligation for prior utility service provided to the consumer. The City may not require a payment of unpaid utility bills of any other person, except where the previous customer remains an occupant or user, as a condition to furnishing utility service. (*See Oklahoma Administrative Code, Title 165: Oklahoma Corporation Commission, Chapter 35. Electric Utility Rules, 165:35-23-1. Denial of service to a consumer.*)

1.2.6 DEFECTIVE CONDITIONS

The City reserves the right to discontinue service to any customer without advance notice when a defective condition of wiring, lines, or equipment upon the premises of the customer results, or is likely to result, in danger of life or property or in interference with proper service to others. Service to the customer will not be resumed until the dangerous condition has been remedied to the satisfaction of the City. If such dangerous ~~condition is~~conditions are the result of tampering with City equipment, other sections of these Terms and Conditions may also apply.

1.2.7 NON-SEPARATION OF SERVICES

When a customer applies for service at an account where more than one type of utility service is available, the customer must assume responsibility for all City utilities available at that address, whether or not the customer chooses to utilize those services. For example, if a customer requires only electric service at an address where water and sanitation services are also available, the customer is responsible for payment of billing for all three services, including the respective customer charges.

1.2.8 MULTIPLE ELECTRIC SERVICES

A non-residential customer may take electric service at one location under more than one rate schedule, if the services are separately metered, are in compliance with applicable code requirements, and otherwise meet the rules of electric utility service.

1.2.9 WATER LEAKS

The City will not be liable for any loss, damage, or injury whatsoever caused by leakage, escape, or loss of water after same has passed through the meter, nor for defects in the customer's piping or fittings. The customer is responsible for the cost of all water that passes through the meter in addition to relevant sewer charges. All pipes and fixtures on the customer's side of the meter shall be kept in good repair and free from leaks at the expense of the customer, and not of the City.

1.2.10 OPEN RECORDS

The City of Stillwater complies with the Oklahoma Open Records Act. Requests for information pertaining to utility accounts may be granted in accordance with the requirements of the act.

1.2.11 UNIFIED BILL

The City reserves the right to use a single unified bill (i.e., a single statement that includes the charges for all municipal utilities). Partial payments will be applied to the utility service according to the policy set forth by the City.

1.2.12 IDENTITY THEFT PREVENTION POLICY

The City has adopted, by Resolution No. CC-2024-6, an Identity Theft Prevention Policy in accordance with the Fair and Accurate Credit Transactions Act (“FACTA”) which provides consumers with increased protection from identity theft. As a result of FACTA, a federal program called “Red Flag Rules” has been developed. A “Red Flag” is a pattern, practice or specific activity that indicates the possible existence of identity theft. The Identity Theft Prevention Policy intends to comply with the Red Flag Rules and to reduce the risk of identity theft that could adversely affect the City’s customers and/or the safety and soundness of the City. Based on the definition of “covered accounts” contained in the Red Flag Rules and Identity Theft Prevention Policy, the City considers all residential utility accounts and certain commercial or business accounts in an individual’s name as covered accounts subject to the Identity Theft Prevention Policy. Such accounts relate to personal, family, and household purposes or any other account in which there is a reasonably foreseeable risk to customers or to the safety and soundness of the City. To protect you from the possibility of identity theft, our customer service agents may ask for additional identifying information or refuse to talk to a third party on your account due to this regulation.

CHAPTER 3

SPECIAL PROGRAMS

1.3.1 "MEDICAL ALERT" UTILITY ACCOUNTS

The City of Stillwater maintains a list of customers who submit written evidence that their health would be seriously impaired if electricity or water were disconnected, due either to outages or to non-payment of a utility account. This list is coordinated by the Utilities and Billing Services Division and disseminated to the Electric, Water, Emergency Coordination and Communication, Police, and Fire Departments, so that the City can expend all necessary efforts to maintain continuity of service to these consumers.

A customer may qualify for this category of service by supplying an affidavit from a physician that loss of electricity or water will cause serious impairment to the health of an individual who is in permanent residence at the account address for which “Medical Alert” consideration is being requested. Upon receipt of the affidavit and completion of an information sheet that will provide the data necessary for any affected department to properly serve the account, the electric meter(s) associated with the service address will be sealed with a unique “Medical Alert” seal to identify the service as one that requires special consideration.

The City will make all reasonable attempts for payment arrangements before the service is disconnected. Approval for an impending disconnection will be obtained and documented by the Utility and Billing Services Director, the Finance Director, or the City Manager, or their designees.

Medical Alert status need to be recertified yearly by the customer. Failure to recertify the account will result in removal from the program. If the customer is no longer living at the premises the Medical Alert services are no longer needed, it is the customer’s responsibility or their designee to immediately notify the City.

1.3.2 AVERAGE BILLING PROGRAM

For customers who wish to pay levelized monthly payments over the course of the year, the City offers an average billing program, available to customers who have received a utility bill in the customer’s name at the service address for twelve (12) consecutive months, whose account is current and whose account has not been removed from the program within the past 12 months. An Average Billing Agreement must be signed and filed with the City.

1.3.3 UTILITY ASSISTANCE PROGRAM

The City of Stillwater may enter into an agreement with a Utility Assistance Program Administrator to offer a joint program to provide emergency assistance for citizens in paying their utility bills. The funds for this assistance are provided by individual donations and all monies are held by the City of Stillwater. The program is administered by the City’s Utility Assistance Program Administrator in accordance with a written agreement.

Citizens can make donations to the fund by overpaying their monthly utility bill by the amount that they wish to donate. The return portion of each utility bill contains a field for donors to signify the amount they wish to donate to the program. The City retains records of all donations, and donations are distributed based on recommendations made by the Utility Assistance Program Administrator as a credit to the customer’s utility account.

SECTION II POLICY MANUAL

FOR UTILITY ACCOUNTS, BILLING, AND COLLECTIONS

CHAPTER 1

CONTRACT FOR UTILITY SERVICES AND DEPOSIT

2.1.1 CONTRACT FOR ELECTRIC, WATER, WASTE WATER AND SOLID WASTE UTILITIES

Responsible Party

Each customer desiring electricity, water, ~~waste-water~~wastewater, and/or sanitation service from the City shall complete a contract in person or by phone in the Utility and Billing Services Division, located in Stillwater’s Municipal Building. The account will be placed in the name of the person who signs or who had signed the previous application, and that applicant shall become the party responsible for the account. First time customers who are not able to appear in person, during business hours can submit, by mail, a valid, notarized, completed contract.

Information and Identification

Completion and validation of the Contract for Utility Services is subject to the applicant providing the true name of the applicant, mailing address, telephone number(s), social security number or other identification number, employer, next of kin not residing at the same address, and such other information as the City may deem necessary in order to ensure the effective billing and collection of each account.

Identification to substantiate the signature of the applicant and proof that the applicant is at least eighteen (18) years of age must be presented when the agreement is filed.

A legible, valid copy of an existing lease *or* a bill of sale may be required when a customer is applying for service.

Refusal to provide requested information or identification or providing false information may result in denial or termination of service.

Deposit and Processing Fee

Any necessary deposit shall be made at the time the Contract for Utility Services is completed. A processing fee is billed on the first monthly utility bill. Agreements and security deposits required in this section shall be deposited with and made of record in the Office of the Director of Finance.

2.1.2 INSPECTION OF PREMISES

The City of Stillwater may, at its option, inspect the premises prior to final approval of any service contract. If said premises are in conformance with these Terms and Conditions of Service and all applicable provisions of Stillwater City Code, and the Contract for Utility Services has otherwise been approved, the necessary connections and installations shall be made. However, the Contract for Utility Services will be deemed not to be approved if unacceptable conditions are found at the premises during the inspection. No service connections will be made until all such conditions have been corrected in accordance with all applicable local, state, federal, and other laws, rules, and regulations.

2.1.3 NEW DWELLINGS

After a permit for occupancy of any new dwelling or business concern has been approved and issued by the Community Development Department, Utility and Billing Services shall notify the occupant by letter or phone that a Contract for Utility Services must be completed and a deposit may be required by the City within ten (10) calendar days from the date of said letter. Failure to comply with such notification may result in disconnection of any existing services.

2.1.4 UNAUTHORIZED SERVICE

If the City leaves utility service(s) connected at a vacant premise, it does not constitute consent by the City for use of such services without completion of proper application for installation of said services. Nor is it permissible for occupants, whether authorized customers or not, to turn on services themselves or to cause services to be turned on by anyone other than City personnel acting in compliance with these Terms and Conditions.

The City may hold the owner of the property responsible for any unauthorized usage. Failure to complete the Contract for Utility Services will result in termination of service, in accordance

with these policies. Occupants who have used service without completing the required application procedures shall be liable to the City for the deposit amount, as well as for payment of bills resulting from usages, estimated or actual, on all services available to the premises, billed at the prevailing rates. All relevant fees and charges must be paid prior to any connection or reconnection of service at that or any other premises.

Said occupants will be required to show a lease or document specifying when occupancy began and will be billed from the reading nearest the commencement date of the occupancy. If no such document is available, billing will occur using the last available reading for the previous customer at that premises.

If it appears that metering was bypassed or other evidence of tampering is found, services will be discontinued immediately, without notice. Further, the City may estimate usage and bill the occupant based upon those estimates. Any resulting fees and charges, including charges assessed for damage to City property, together with any other outstanding utility bills, must be paid prior to any connection or reconnection of services at that or any other premises.

2.1.5 TEMPORARY SERVICE

The City of Stillwater may from time to time install service without requiring a deposit. Such service will be granted for limited periods of time and only under specific circumstances, including but not limited to:

- | | | |
|----|--|----------|
| 1) | Landlords of vacant premises | 180 days |
| 2) | Builders/renovators of vacant premises | 180 days |
| 3) | Divorced party at same premises | 30 days |
| 4) | After-hour installations | 2 days |

The customer is required to complete and sign a Temporary Utility Service Agreement prior to or at the time of installation and to pay a nonrefundable processing fee. All other billing activities will follow standard procedures.

Payment for any and all electric, water, wastewater, and sanitation base fees and usage charges will become the responsibility of the customer, whenever such services are tied to the account.

Temporary service will be disconnected without further notice on the expiration date designated on the Temporary Utility Service Agreement. A Contract for Utility Services must be completed and a deposit tendered, together with all associated reconnect fees, before service will be reconnected. It is the customer's obligation to make arrangements for permanent service. The City will not be responsible for any damages resulting from authorized disconnection of utility service(s). Service may be disconnected if it is determined that the premises is being occupied under this temporary agreement when request has been made for vacant premises service.

The City may decline to grant temporary service if the applicant has any delinquent account(s) for utility services at any premises. A deposit may be required for temporary service if the customer has not maintained a good payment history.

2.1.6 AFTER HOURS SERVICE

Utility and Billing Services personnel may install service for residential customers after normal working hours utilizing the Temporary Service Agreement. This service is not available to commercial establishments or to property managers/landlords.

A processing fee will be charged to the account and will appear on the first bill. The account holder is liable for the processing fee whether or not permanent service is established.

The customer will be allowed two (2) working days to complete a Contract for Utility Services and pay a deposit according to the standards set forth in these policies. If no such agreement has been completed nor deposit paid within that time, service will be disconnected immediately. A disconnect fee will be billed and service shall not be reinstated until a Contract for Utility Services and deposit review has been completed and any required deposit paid as well as a new installation fee and the disconnection fee.

2.1.7 TRANSFER OF SERVICE

The Contract for Utility Services and the associated deposit are only transferable in the event that a customer of record is deceased. A transfer of service between a legally married couple is required. A new Contract for Utility Services shall be completed by the new responsible party within 120 days. A death certificate and marriage license may be required.

Service at a new address for a customer moving within Stillwater may be established by transferring of the current deposit if it is deemed to be of adequate amount. The transfer of the deposit can only be made by the responsible person listed on the account.

Service will not be transferred if, on the date for which a connection is requested, there exists or will exist any past due balance on any prior account(s) after any existing deposit amount(s) have been applied. If the deposit is being transferred to the new location, the transfer must not overlap for more than one week. Otherwise, both accounts will need to be secured with a deposit based on the current deposit schedule.

Any outstanding balance from a closed account may be transferred to an open account under the same customer's name.

2.1.8 RESPONSIBILITY FOR CHANGES IN SERVICE

It is the responsibility of the customer to notify the City of any changes in occupancy that will affect the billing and/or service of the customer. Changes may be requested in person, in writing, or by telephone. However, the City will not be responsible for any error or omission in account changes if requests for changes are not made in writing. For any request necessitating installation of service, the customer must contact the City of Stillwater and may be required to sign a new Contract for Utility Services and tender a new deposit in person and in accordance with these policies.

2.1.9 TERMINATION OF SERVICE

When a customer elects to terminate service, it is the customer's responsibility to notify the City as to the day such termination is desired. The request to terminate the service must be made by the account holder. A 24-hour notice may be required. The customer will be responsible for all charges accrued on the account until termination arrangements have been made or another customer elects to become responsible for the account in accordance within

these Terms & Conditions. The City may disconnect service at any time on the day for which the disconnection is requested.

The City will read the appropriate meter(s) on the requested termination date, and may, at its option, disconnect the service. The City may require at least one days' notice for disconnection. A final bill will be prepared as a result of the final reading(s) and mailed to the current or forwarding mailing address of record. Any outstanding security deposit will be applied against the final account balance.

If the deposit is insufficient to cover the total balance, the customer will be required to pay all expenses incurred by the City of Stillwater in their collections efforts. These charges may include all costs and fees if turned over to a collection agency. If at the time the charges would be turned over to the collection agency, the balance is less than \$5.00, the City will issue a credit to zero out the account balance.

If service has been disconnected according to a customer's request and the customer then requests a temporary reconnect at that address for any reason, the customer must provide verification that the reconnect request is duly authorized by the party responsible for the account. A reconnection fee must be paid.

2.1.10 APPLICABILITY OF UTILITY SERVICE DEPOSITS

Every potential customer requesting utility services from the City of Stillwater may be required to make a deposit. A deposit may be made for every completed Contract for Utility Services and for each separate premises except as may be otherwise specified in these policies.

Utility deposits shall be held by the Director of Finance. In the event a customer discontinues service or the account is otherwise closed, the Director is hereby authorized to credit the customer's account in the amount of the outstanding deposit, if any. A potential refund shall not be used in lieu of tendering a new deposit for service at a new location. Further, if the meter or meters located on the premises are damaged in any way, except by ordinary wear, as ascertained by the appropriate utility director, the whole of the deposit or as much thereof as is necessary to pay for repair of damages shall be deducted from the deposit before any refund is made.

2.1.11 AMOUNT OF DEPOSITS

Residential

For the purpose of guaranteeing payment of the final monthly utility bill, a residential deposit may be required at the time the Contract for Utility Services is completed, and before service is installed. The amount of such deposit shall be determined according to the currently approved Deposit Schedule in Section 4.1.1.

An existing deposit will not be reduced due to a name change on the account if the same customer is still residing at the address.

Upon notification of a bankruptcy, the City may request a new deposit to establish a post-bankruptcy account in an amount to be determined by the deposit schedule. The current deposit on file will be held on the bankruptcy account until notified by the bankruptcy court as to how it is to be disbursed.

Commercial

Deposits for commercial and business establishments shall be determined based on the currently approved Deposit Schedule in Section 4.1.2. In particular, if the place of business has been newly constructed, square footage and type of business will be obtained and compared to existing businesses in the City. The amount of deposit may be determined, at the discretion of the Utility and Billing Services Director or designee, by comparing the incoming business with equivalent businesses where City utility services are established.

The first time a commercial account is issued a disconnection notice, a letter will be sent to the address on record that upon issuance of a second notice, the account may be billed the maximum amount according to the deposit schedule.

After twelve (12) continuous months of service, a commercial/business establishment may request that the amount of deposit be reviewed and adjusted to an amount determined to be the actual average monthly utility bill for the most recent twelve months of service. Such adjustment may result in an increase or decrease to the existing deposit. However, if payments on the account have been late more than once in the preceding twelve (12) month period, no adjustment will be made that decreases the existing deposit amount and an additional deposit may be required.

Upon notification of a bankruptcy, the City may request a new deposit to establish a post-bankruptcy account in an amount to be determined by the deposit schedule. The current deposit on file will be held on the bankruptcy account until notified by the bankruptcy court as to how it is to be disbursed.

2.1.12 IRREVOCABLE LETTER OF CREDIT OR SURETY BOND

In lieu of a cash deposit for guaranteeing payment of the final utility bill, commercial and business establishments may proffer an Irrevocable Letter of Credit or Surety Bond, designating the City as beneficiary. Any letter of credit or surety bond so given shall be renewed automatically by the customer. Failure to keep such letter of credit or surety bond current shall be treated in the same manner as failure to pay a monthly utility bill, and may result in disconnection of service.

2.1.13 REFUNDING OF DEPOSITS

After eighteen months of continuous service with no more than two late payments or any disconnection notices, the service deposit may be applied to the customer's utility account. Hydrant meter deposits will not be applied and/or refunded until the account is closed. Once the deposit has been returned to the customer, should the utility account payment history exceed two or more late payments, receive any disconnection notice, or get turned off for non-payment in the previous eighteen month period, a new deposit may be required on the account.

2.1.14 DEPOSIT-EXEMPT STATUS

Federal, state, and local governmental agencies shall be exempt from making deposits with the City. Public schools shall also be classified as exempt from making deposits.

2.1.15 UNCLAIMED MONEY

Deposits

When a utility account is closed, all existing deposits will automatically be applied to the account. Any remaining funds will be returned to the customer by check. If the deposit refund check is found to be undeliverable by the postal service, the City will make all reasonable attempts to locate the customer. When all reasonable steps to find the customer have been taken, and the check cannot be delivered, the check will be held in the Department of Finance for 90 days from the date of issue. After such time, the check becomes void and is subsequently handled by the Department of Finance in accordance with prevailing and applicable State regulations.

Credit Balances

If a credit balance arises on a closed utility account for any reason the credit balance may be transferred to an active account for the same customer. If no such account exists, a request for reimbursement to the customer will be made through the City's accounting system. If a check authorized through this system is deemed to be undeliverable by the postal system, and further steps to identify a correct mailing address have failed, the check will be held by the Department of Finance for 90 days, to be subsequently handled by that department in accordance with prevailing and applicable State regulations.

2.1.16 LOST CHECKS

When utility refund checks of any nature have been sent to the last known address of a utility customer, but have not been received by the customer, the City may, at its option and after a reasonable amount of time has elapsed, issue a "stop payment" request to the bank on which the lost check was drawn, and initiate those internal procedures appropriate for recreating the check.

The customer may be responsible for the stop payment charges ~~according to the~~ as established by Section 1.1.5 of these Terms and Conditions of Service. ~~fee schedule.~~

CHAPTER 2

BILLING AND BILLING ADJUSTMENTS

2.2.1 APPLICABILITY OF BILLS

No person shall use any utility service provided by the City without paying for same, unless otherwise authorized by appropriate City officials.

2.2.2 DELIVERY OF UTILITY BILLS

The City may mail a bill for utility services to the address at which service is taken or to such other address as designated by the customer; however, the City reserves the right to adopt other methods for delivery of bills.

Delivery is deemed to have taken place when, according to the City's records, a bill or any notice containing billing or past due information has been properly delivered to the U.S. Postal Service or sent by electronic notification to an account provided by the customer.

Failure to receive a duly delivered bill or other notification in no way exempts a customer from liability for payment of services and any application of late fees or other fees resulting from disconnection of services.

2.2.3 LATE PAYMENTS

If the balance of each monthly bill is not received in the Utility and Billing Services office on or before the “due date” as printed on each bill, a late payment charge may be applied to the next bill. The “due date” shall be no sooner than twenty-one (21) days after “date of bill” which is the date the bill is sent.

Each late charge applied to a utility account, whether due to non-payment or late payment, shall cause a “late payment indicator” to be generated within the computerized master account record.

2.2.4 READING AND BILLING CYCLES

City meters shall be read at monthly intervals. Should it not be possible to read meters for each billing period, the City may submit an estimated bill to the customer, based upon previous usage and other available information, to be adjusted, as necessary, when the next actual reading is obtained. Alternatively, the monthly bill may include notification that no usage was calculated for the current billing period and that charges for two months' usage will appear on the next bill.

2.2.5 BILLING RATES

The City's Standard Rate Schedules state the conditions under which each rate for each service is available. The Schedules also state the terms or period of time for which each is established.

Design of the rate structure shall be the responsibility of the appropriate utility director. Questions concerning the design of the rate schedule shall be addressed to that director.

2.2.6 BILLING FOR WASTE WATER SERVICE

Fees for waste water services may be calculated according to a "winter average" formula or actual water usage if the required months are not available or it is determined that winter averaging would not be of benefit to the customer. The stipulated formula shall be used automatically unless the customer prefers that wastewater charges be calculated from actual monthly water consumption. If the "actual water usage" method is selected by the customer, it must remain in force for twelve (12) months or until service is terminated.

2.2.7 BILLING FOR SANITATION SERVICE

Refuse collection services are available to every dwelling, business, organization, or other utility customer within City of Stillwater city limits, and are billed whether or not the services are used. Sanitation fees can be waived only if the metered services associated with the account register minimum or “zero” usages for the billing period, or if the billing period consists of seven (7) days or less or at the discretion of the Director of Waste Management.

2.2.8 ROLL OFF CONTAINERS

Roll Off Container accounts are subject to the same rules and regulations as other services in regards to billing, late penalties, and collection procedures. A deposit may be required.

2.2.9 **TESTING OF METERS**

It is the responsibility of the appropriate utility director to keep all meters related to the utility in good repair and proper working condition without cost to the customer, except where the customer may become liable, as stated in these Terms and Conditions of Service. All meters, whether electric or water, shall be inspected and tested as often as is deemed necessary and sufficient by the City in order to ensure their good working condition and accurate calibration. The City may replace any meter at any time, at its option.

The City will test the accuracy of any customer's electric and/or water meter within thirty (30) days after receipt of a written request from the customer and prepayment of the stipulated meter test fee. When the City has the ability to test the meter in-house, the customer may request to be present, during normal working hours when the meter is tested.

Further, the customer may, at the customer's option and own expense, have an expert or other representative present at the time of the test.

If the tested electric or water meter is found to be more than two per cent (2%) incorrect, the City will credit the cost of the meter test to the utility account, correct the billing, as set forth elsewhere in these policies, and shall replace or adjust the meter. In the case of customer requested water meter tests, the water meter shall be replaced at the time of the test. However, the result of the meter test will be the only determining factor in ascertaining whether an adjustment to the billing is warranted.

If the electric or water meter is tested and found to be within the accuracy limits of two per cent (2%), whether slow or fast, the City will not refund the meter test fee nor make any adjustment to the account.

2.2.10 **ADJUSTMENT OF BILLS RESULTING FROM METER ERROR**

If the results of any meter test, whether requested by the customer or performed at the option of the City, show that a meter registers inaccurately by more than two per cent (2%), fast or slow, the City will correct the customer's utility bills, using the percent of error as the factor for calculating adjustments:

- A. Fast Meters: The City shall credit to the customer's account the amount overcharged during previous billing periods, not to exceed six (6) months.
- B. Slow Meters: The City may charge for the electricity or water consumed but not included in bills previously rendered, for a period not to exceed six (6) months.
- C. Clerical/Technical Errors: If a meter or account record is found to have an incorrect register, connection, multiplier, or constant, or if a meter is found not to register or to have been registering intermittently for any period, or if a clerical error of any nature has been made on the account, the error shall be corrected and the account adjusted. Billable usage may be estimated based on such information as is available from the City's records and as is deemed reasonable in comparison to previous usage at the same account or similar usages at comparable accounts.

When the error is adverse to the customer, a credit adjustment will be made to the account for the amount charged due to incorrect metering or due to errors in billing calculations

for the period of time that the bills were in error, but not to exceed six (6) months. When the error is adverse to the City, the City may charge the customer the undercharge for the utility service incorrectly metered or billed for the period of time that the bills were incorrect, but not to exceed six (6) months.

- D. Minimum Adjustment: No billing adjustment will be made where the full amount of the adjustment is less than \$1.00.
- E. Payment of Retroactive Billing: The City may accept installment payments for account adjustments issued due to meter, billing, or technical errors. The maximum period of time for such installment payments to be spread may equal, at the discretion of the Utility and Billing Services Director, the same amount of time over which the error existed, but not to exceed six (6) months.
- F. Objections to Retroactive Billing: If the customer should object to a retroactive billing, the objection must be made in writing to the Utility and Billing Services Director on or before the Due Date specified for payment of the retroactive bill. Non-payment of the disputed amount will not cause the account to be subject to disconnection; however, the maximum objection period is limited to three (3) months. Thereafter, the account may become subject to disconnection, even if the dispute is unresolved.

During a period of dispute, applicable minimum charges and all properly billed subsequent charges shall be due and payable on each respective due date. Service will become subject to disconnection if current charges become delinquent, even if resolution of the disputed amount is still pending.

- G. Routine Testing: These procedures shall not apply to routine testing and/or replacement of meters.

2.2.11 ADJUSTMENT OF BILLS FOR INCORRECT SANITATION CHARGES

Where it has been established that sanitation charges have been incorrectly billed, whether or not the error is adverse to the customer, the City will adjust the billing account for the amount over-billed or undercharged. Such adjustment is to be calculated from the month in which the error occurred; the period subject to retroactive adjustment is limited to six (6) months. If necessary, the City will accept payment in installments over a reasonable period of time, but not to exceed the length of time during which the error existed and not to exceed six (6) months.

2.2.12 ANALYSIS OF APPLICABLE ELECTRIC RATE

Annually, Utility and Billing Services will analyze all nonresidential electric customer accounts that meet one or more of the established criteria for the GS or PLS rate schedules. This analysis will be done in November ~~each year. in order to include the most recent "on peak" months.~~

The guidelines as set forth in the rate schedules will be the only basis for establishing each customer's billing rate. These guidelines stipulate each customer's appropriate rate; it is not possible for a customer to meet the criteria for more than one rate at a location served by a single meter. The fact that one rate or the other might entail cost efficiencies to the customer who minimally meets the established criteria will not be a consideration; 'kwh' and 'kw' parameters will be the only factors for determining the correct billing rate. Once the rate is established, that rate will be in effect for the following 12 months of billing.

New commercial customers will normally be placed on the GS rate for their first three full months of operation. At the end of this time, the account will be evaluated to determine the customer's appropriate billing rate. If the criteria indicate that the PL-S rate would have been the correct rate, the customer's rate will be changed and there may be a one-time adjustment for the difference that would have resulted had the customer been on the PL-S rate since inception of service. However, no additional billing will result if the PL-S rate would have incurred higher monthly bills. Future assessments will occur in November of each year, but there will be no retroactive adjustments.

A customer may submit a written request for a rate review if the Customer's usage pattern has changed compared to the corresponding period in the previous calendar year for 3 consecutive months. Any approved rate adjustment shall apply from the effective date of approval and shall not result in any credits, refunds, or adjustments to previously billed usage. Upon approval, the revised rate shall remain in effect for a period of 12 months, after which the account shall be subject to the annual rate analysis and review process as described in these Terms and Conditions of Service.

Since the City will perform annual analyses of ~~high usage~~nonresidential electric customer accounts, it will be the City's task to assign the appropriate annual rate. ~~No n~~Notifications of rate changes will be sent to customers with the first bill reflecting the new rate; ~~contracts for selection of rate will not be relevant;~~ ~~n~~No credits for being on an inappropriate rate will be forthcoming.

CHAPTER 3

CREDIT AND COLLECTION POLICIES

2.3.1 DELINQUENT ACCOUNTS

Charges for utility service shall be due and payable monthly on such dates as shall be determined by the City of Stillwater, Utility and Billing Services Division. Each customer's monthly bill shall have printed thereon the date on which payment is due in full. If a monthly bill is not paid by the indicated due date, a late payment charge is assessed and the account is delinquent and becomes subject to disconnection.

2.3.2 NOTIFICATION OF DISCONTINUATION OF SERVICE

In the case of discontinuation of service due to non-payment of account, the following procedures shall apply, except as otherwise provided for in these policies:

- A. A written notice stating the amount that must be paid in order to avoid discontinuation of service shall be sent by mail to the mailing address of the customer or sent by electronic notification to an account provided by the customer.
- B. The notice shall be sent at least five (5) business days prior to the disconnect date shown on the notice. The customer has the right to contact Utility and Billing Services and request a review of the account and/or meet with a representative in the event the customer disagrees with the amount due.

2.3.3 DISCONNECTION OF SERVICE

A. Disconnects with Prior Notice:

The City may discontinue utility service to a customer for the reasons set forth below, as long as notification of impending discontinuation of service has been sent to the customer in a timely manner, as set forth herein these policies, and in such manner as the City deems necessary and appropriate. Failure to receive or acknowledge notification shall not be cause for delay of the disconnection. Disconnection may take place at any time during normal working hours on or after the day designated for disconnect.

- 1) Nonpayment of any bill, or any portion of a bill, properly rendered by the City to the customer for any utility service.
- 2) Refusal by the customer to provide reasonable access for authorized City personnel to read, service, or otherwise maintain City equipment located on customer's premises, in accordance with these policies.
- 3) Violation of or noncompliance with an approved rule of service of the City, including these Terms and Conditions of Service.
- 4) Violation or noncompliance with of any rule or regulation of any applicable federal, state, municipal, or other local laws, rules, or regulations.
- 5) Failure by the customer to complete a Contract for Utility Services or to furnish a deposit.
- 6) Failure by the customer to complete the Contract for Utility Services in the true name of the customer.
- 7) Returned checks, bank drafts or electronic payments.
- 8) A household member, as defined in definitions, who owes a previous bill to the utility company.

B. Disconnects with Simultaneous Notice:

The City may discontinue utility service without advance notice to a customer for any of the reasons set forth below. However, notice will be posted at the premises at the time of discontinuation of service, indicating the reason for the disconnection.

- 1) Existence of a dangerous or defective condition of wiring, plumbing, or utility-related equipment on customer's premises.
- 2) Fraudulent use of electricity or water.
- 3) Tampering with the City's regulating and measuring equipment or other property.

C. Disconnects without Notice:

Under the following conditions, utility service may be disconnected without notification, either prior to or at the time of disconnect. Notice of the original disconnect date will have been made in writing at the time that the related agreement was signed, a copy of which was then given to the customer.

- 1) Expiration of a Temporary Utility Service Agreement.
- 2) Failure to comply with the terms of a Utility Payment Extension Agreement.

2.3.4 EXTENSION OF TIME TO PAY

- A. If a customer is unable to pay an outstanding amount on a utility bill and is in danger of service being disconnected, the customer may request an extension of up to fourteen (14) days to pay the account, provided that:

- 1) A Utility Payment Extension agreement is completed and approved by Utility & Billing Service representatives.
 - 2) The amount of the agreement includes the entire balance of the account, and;
 - 3) Such agreement is executed prior to the employees' arrival at the premises to disconnect the utilities.
 - 4) A 3 day extension may be granted for the only disconnection amount and agreement is executed prior to an employees' arrival at the premises to disconnect the utilities.
- B. Only two (2) extensions may be granted within any calendar year and each extension is limited to a maximum of fourteen days. Two extensions may be granted in succession only if approved by a Supervisor.
- C. Failure to comply with the terms of any extension agreement will result in disconnection of service without further notice. No additional extension will be granted for one year from the date of the broken agreement.
- D. Additional extension time may be granted due to special circumstances at the discretion of the Utility & Billing Services Director or their designee.

2.3.5 DISHONORED CHECKS, BANK DRAFTS OR *ELECTRONIC TRANSFERS*

In the event a customer should offer payment for any utility bill, deposit, fee, or portion thereof, by means of a check, bank draft or electronic transfer which is not honored by the payer's bank for any reason, a service charge shall be assessed.

Notification shall be delivered to the customer's premises that a check, bank draft, credit card payment or electronic transfer has been returned unpaid. Failure to replace the dishonored check, bank draft or electronic transfer and service charges with cash, certified check, credit card or cashier's check before 9:00 a.m. on the disconnection date will result in immediate disconnection of utility service.

The City may resubmit a dishonored check or bank draft to the bank on which it was drawn only upon the payer's specific request to do so. The City reserves the right to contact the payer's bank to insure that sufficient funds are available to cover the amount of the check, should the customer request its resubmission. If resubmitted, the return check charge will be billed to the customer's utility account.

In the event that two (2) dishonored payments have been tendered to the City of Stillwater as payment for utility service within a calendar year, payment of monthly bills by such customer for the remainder of the calendar year shall be accepted only when tendered by certified or cashier's check, cash or by credit card.

2.3.6 RECONNECTION OF SERVICE

When any utility service has been disconnected, reconnection shall occur only upon certified correction of the condition that caused the disconnection, including payment of any applicable costs and/or penalties, upon payment of the total past due amounts, and upon payment of all fees. Furthermore, the deposit amount will be subject to review, based on the deposit fee schedule. Under no circumstances will the deposit be less than the currently existing deposit on the account.

2.3.7 SUMMARY OF CUT-OFF POLICIES

- A. Commercial accounts:
- 1) Weather does not affect cut-off;
 - 2) Payment of all past due amounts made before 9:00 a.m. of the day indicated for cut-off will stop cut-off procedures;
 - 3) Returned checks, returned bank drafts or returned electronic payments are to be picked up with cash, cashier's check or by credit card by 9:00 a.m. on the disconnection date.
- B. Residential accounts:
- 1) Service will not be cut off when weather forecasts indicate that the temperature will fall to thirty-two (32) degrees Fahrenheit or below;
 - 2) Service will not be cut off when weather forecasts indicate that the heat index will be above one hundred (100) degrees Fahrenheit on the disconnection day;
 - 3) Payment of all past due amounts made before 9:00 a.m. of the day indicated for cut-off will stop cut-off procedures; returned checks, bank drafts, or electronic transfers are to be picked up with cash by 9:00 a.m. the first business day after the customer has been notified that a check or bank draft has been returned to the City;
 - 3) Service will not be disconnected on the day before any legal holiday;
 - 4) Service will not be disconnected during Christmas holidays (December 23 - January 1).

2.3.8 COLLECTION POLICIES

- A) Once staff has arrived at the location or service has been disconnected, payment of the entire past due balance on the account and/or any additional deposit and fees is shall be required before service is left on or turned back on.
- B) Employees responding to calls for connections or reconnections will carry a receipt book in order to record and provide customer receipts for payments taken in the field. Employees will not accept cash. Applicable charges will need to be paid no later than 9:00 a.m. on the first business day after service was connected to the Utility and Billing Services Division. If payment is not received the service will be disconnected.
- C) Agreements granting extensions of time for payments on account must be approved by the Utility and Billing Services Director or an authorized representative.
- D) If a designated cut-off date for which proper notification has been given is delayed because of inclement weather, service may be cut within the next five working days without further notice. If service cannot be cut within that time frame, a new cut-off day shall be established and a second notification shall be given indicating the new cut-off day.
- E) The city reserves the right to use an outside collection agency.

CHAPTER 4

FRAUDULENT USE OF UTILITY SERVICES

2.4.1 CUSTOMER'S RESPONSIBILITY FOR CITY PROPERTY

- A. No person shall deface, damage, or destroy any City property.
- B. No regulating or measuring equipment or other property or equipment owned by the City, wherever situated, whether upon the customer's premises or elsewhere, shall be tampered

with, removed, worked on, or interfered with, either for the purpose of adjustment or otherwise, except by authorized representatives of the City acting in their official capacity.

- C. The customer shall be responsible for all damage to or loss of City property located on the premises of said customer, unless the damage or loss is proven to be beyond the customer's control. In addition, the customer shall be responsible for any and all costs incurred by the City in the removal, relocation, or modification of the City's property, equipment, or facilities when such removal, relocation, or modification has been necessitated by some act of the customer and results in inaccessibility, danger, or interference with utility service.

2.4.2 RESALE AND/OR SUB-METERING

- A. Utility service delivered to customers shall be for use upon the premises of the customer only. Utility service shall not be resold off the premises or delivered for use off the premises.
- B. No person shall allow sub-metering for any utility service without express, written authorization and consent by the City.

2.4.3 METERED SERVICE

It shall be unlawful for any person to receive or use any utility service from the City's distribution systems which has not passed through a meter. All meters must meet all City specifications and all the provisions of these Terms and Conditions. No person shall install piping or wiring or make connections or attach pipes or wires to service lines in such a manner that service may be obtained without being supplied according to these Terms and Conditions.

2.4.4 EVIDENCE OF UTILITY SERVICE DIVERSION

Proof of the existence of or an attempt to create any bypass, tampering, or unauthorized metering shall be deemed prima facie evidence that the customer at the premises where such bypass, tampering, or unauthorized metering or an attempt thereof occurred had knowledge of the bypass, tampering, or unauthorized metering or an attempt thereof, if it is proved that the customer is an occupant of the premises and that said customer had or controlled access to the meter or other utility equipment where the bypass, tampering, or unauthorized metering or attempt thereof occurred.

2.4.5 TAMPERING WITH SERVICE EQUIPMENT

- A. It shall be unlawful for any unauthorized person to turn on service or otherwise tamper with shut-off devices on City metering equipment in any way, form, or manner.
- B. Tampering, bypassing, or unauthorized use of a meter, which is both subterfuge and a possible safety hazard, shall be grounds for immediate disconnection of service. Notification shall be delivered to the premises at the time of discontinuation of service. Service shall not be reconnected until any and all deficiencies in wiring, connections, meters, or other facilities at the premises have been repaired, corrected, or otherwise altered to conform to the requirements of all applicable ordinances, rules, and regulations.
- C. In addition, all charges and bills, whether current, past due, and/or estimated, must be paid in full before service is restored. The amount of deposit shall be reviewed and may be

subject to change, as if the account were being activated for new service. Any new deposit amount stipulated as a result of this review shall not be less than the currently-existing deposit.

2.4.6 PENALTIES FOR UTILITY SERVICE DIVERSION

Diversion of utility services under the provisions of these Terms and Conditions is a violation of Stillwater City Code and violators are subject to prosecution. The City may estimate any and all usage's not recorded as a result of tampering, bypassing, and/or unauthorized metering and bill an amount resulting from the estimated calculations. Such estimations may be derived from actual usage for the same account at a time when usage was known to be accurate, or in comparison with other premises of a similar size or nature, or in accordance with any other method that the Utility and Billing Services Director shall deem prudent and reasonable.

2.4.7 DECEASED ACCOUNT HOLDER

Utility services cannot be in the name of a deceased person. In the event that an account holder becomes deceased, an updated application of service is required within thirty (30) days. The City of Stillwater will notify the co-customer (if applicable) that the utility account holder will need to be updated. If the co-customer is an occupant or user of the utilities or is a legal owner of the property, the same utility account number can be updated with their information. The City may require legal documentation or other proof of authorization before updating the account holder pursuant to this section.

CHAPTER 5

CUSTOMER INQUIRIES OR OBJECTIONS

Customer inquiries or objections should be submitted in writing pursuant to the following:

- A. Customer may submit an inquiry or protest in writing specifically identifying the area of Concern or dispute including any supporting data or other pertinent information substantiating the concern or dispute. The concern or dispute shall be emailed to the Utility and Billing Services Director at utilitypayments@stillwater.org. The Utility and Billing Services Director will investigate the concern and review the findings with necessary staff representatives. The Utility and Billing Services Director will then reply in writing within five (5) working days of the date the concern or dispute is received.
- B. If the customer is not satisfied with the Utility and Billing Services Director's written reply, an appeal may be made in writing within five (5) working days to the City Manager or designee. The City Manager or designee will ascertain all facts within ten (10) working days after receiving the notice of appeal. The City Manager or designee may hold a hearing and invite witnesses if deemed necessary. The City Manager or designee will provide findings and a decision within ten (10) working days following the date of the hearing. There are no further steps in the protest process.

CHAPTER 6

ADVANCED METERING INFRASTRUCTURE (AMI) OPT-OUT

2.6.1 AVAILABILITY

This Policy is only available to residential customers who elect non-standard meter service in lieu of the standard communicating smart meter service and/or elects not to have a transmitter attached to their water meter.

Opt-Out Customers will receive meter service through a non-communicating meter of the SEU's choice. The SEU shall read and inspect every non-communicating meter for the Opt-Out Customers manually once a month.

2.6.2 **RATES & CHARGES**

All charges and provisions of the residential rate shall apply. In addition, customers who elect service under this Policy will be charged an Enrollment Fee and a Monthly Fee. The Enrollment fee consists of an initial lump sum payment. The Monthly Fee will recur each month. Fees related to the Opt-Out policy are established as set forth in Section 1.1.5 of these Terms and Conditions of Service. ~~are reflected in the non-rate revenue fee schedule.~~

2.6.3 **CUSTOMER REQUEST TO OPT-OUT**

To enroll in the Opt-Out program, the customer must:

- A. Sign and return to the SEU Acknowledgement Form to Utility & Billing Services.
- B. Pay the required, non-refundable Enrollment Fee.
- C. Affirm the right of SEU personnel to access the meter(s).

By signing the Acknowledgement Form, the customer accepts the fees, requirements, and limitations of non-standard metering service as detailed in the Acknowledgement Form. After signing and returning the Acknowledgement Form, paying the applicable Enrollment Fee, and acceptance by the SEU, a non-standard electric meter will be installed and/or the reading device will be removed from the water meter.

Customers taking service under this Policy relocating to a new premises who wish to continue service under this Opt-Out policy are required to request new service under the Policy including payment of the Enrollment Fee for the new premise. Customers who cancel service under this Policy, and then later re-enroll for this service at any location, would also be required to pay another Enrollment Fee.

Service under this policy will be terminated if a customer:

- A. Has obstructions that prevent meter access for meter reading and/or meter maintenance after SEU's reasonable attempt to access the meter, such as lock gate, dogs or other hazardous conditions to staff. SEU personnel is denied safe access to the non-standard meter.
- B. Have had occurrences of equipment tampering or electric diversion (past or present).
- C. Has had service disconnected for lack of payment 2 times in a 12 month period.
- D. Has a documented threat to SEU and/or Customer Service staff (past or present).

A customer who has requested non-standard metering service may, at any time, terminate non-standard metering and request an AMI Smart meter and/or an MTU be installed on a water meter, at which time the Monthly Fee will no longer be applicable. There will be no charge to replace the meter with an AMI Smart meter or install the recording device on the water meter.

SECTION III

DEFINITIONS

Wherever the following words or phrases are used in these Terms and Conditions of Service, the following definitions shall apply: (See Section 5.1.15 for Electric Service Rules definitions.)

BYPASS or BYPASSING shall mean any wire, cord, socket, pipe, motor, or other instrument, device, or contrivance connected to the electric or water supply system or any part thereof, so as to transmit, supply, or use any electricity or water without the electricity or water passing through an authorized meter for measuring or registering the amount of such electricity or water.

CITY shall mean the City of Stillwater.

COUNCIL shall mean the duly elected body of officials which, among other duties, is chiefly responsible for the development and enactment of the ordinances and resolutions that govern the affairs of the municipality of the City of Stillwater, Oklahoma.

CUSTOMER shall mean any person, firm, partnership, corporation, agency, or legal entity, including authorized agents or employees of an owner, who has assumed responsibility for and/or receives utility service of any nature for any given premises.

UTILITY AND BILLING SERVICES DIRECTOR shall mean the party chiefly responsible for, among other duties, ascertaining deposit amounts, assuring the accuracy of account maintenance and timely distribution of utility bills, overseeing credit and collection procedures, and reviewing the activities of the meter reading and utility service staff.

DIRECTOR OF ELECTRIC UTILITY shall mean the party chiefly responsible for, among other duties, all technical aspects of electric service, as provided by the City of Stillwater to its customers.

DIRECTOR OF FINANCE shall mean the party chiefly responsible for, among other duties, all fiscal record-keeping within the City of Stillwater.

DIRECTOR OF WASTE MANAGEMENT shall mean the party chiefly responsible for, among other duties, all technical aspects of waste management service, as provided by the City of Stillwater to its customers.

DIRECTOR OF WATER RESOURCES AND WATER UTILITIES DIRECTOR shall mean the party chiefly responsible for, among other duties, all technical aspects of water and waste water services, as provided by the City of Stillwater to its customers.

DWELLING UNIT shall mean any living unit containing kitchen appliances and facilities used for residential dwelling, either continuously or part-time. A weekend cabin or mobile home is a dwelling unit.

ELECTRICITY shall mean electric power and energy produced, transmitted, distributed, or furnished by the City.

HOUSEHOLD MEMBER shall mean anyone who is listed on the lease arrangements or a sub-lease thereof, is listed on the mortgage, or is in a spousal relationship with said person.

LEGAL HOLIDAYS shall mean those days declared by the Council to be days on which City offices are not open for business.

METER shall mean any device or devices, installed and approved for use by the City, used to measure or register electric power and energy or water consumption or waste water discharged.

NORMAL WORKING HOURS shall mean the hours of 7:30 a.m. to 5:30 p.m., Monday through Thursday, and 7:30 a.m. to 11:30 a.m. on Friday, with the exception of legal holidays.

POINT OF DELIVERY shall mean the point at which the utility supply system of the City connects to the wiring or piping system of the customer.

PREMISES shall mean any piece of land or real estate or any building or other structure or portion thereof or any facility where utility service is furnished to a customer, including dwelling units as defined herein.

WASTE MANAGEMENT shall mean garbage, refuse collection, recycling and yard waste service furnished by the City.

SERVICE or UTILITY SERVICE shall mean the supplying by the City of electricity, water, waste water, and/or garbage collection, or any combination thereof.

TAMPER or TAMPERING shall mean damaging, altering, adjusting, or in any manner interfering with or obstructing the action or operation of any meter provided by the City for measuring or registering the amount of City utility service passing through such meter.

TRUSTEES shall mean the elected members of the Council who simultaneously serve as Trustees of the Stillwater Utilities Authority.

UNAUTHORIZED METERING shall mean the installation, connection, moving, reconnection, removal, or disconnection of any meter or metering device for utility service by any person other than an employee of the City acting in an official capacity.

WASTEWATER shall mean wastewater service furnished by the City.

WATER shall mean water service furnished by the City.

SECTION IV

UTILITY DEPOSITS

CHAPTER 1

4.1.1 DEPOSIT SCHEDULES

All Deposit Schedules shall be established in accordance with 1.1.5 of these Terms and Conditions of Service.

4.1.2 RESIDENTIAL DEPOSIT SCHEDULE ~~Any service or combination of services, without electricity:~~

- ~~1) No risk \$ 00.00~~
- ~~2) Minimum risk \$ 50.00~~
- ~~3) Maximum risk \$100.00~~

~~A. "Senior Citizen": over 62, and living in the residence for which service is being requested.~~

- ~~1) No risk \$ 00.00~~
- ~~2) Minimum risk \$ 50.00~~
- ~~3) Maximum risk \$200.00~~

~~B. Any service or combination of services with electricity:~~

- ~~1) No risk \$ 00.00~~
- ~~2) Minimum risk \$100.00~~
- ~~3) Maximum risk \$200.00~~

Level of risk for residential customers will be determined based on credit report risk factor and/or City utility records. Accounts which have been closed due to non-payment or been processed for collections will be considered a maximum risk. A customer with no more than two late payments or any disconnections notices in the past 18 months of when service was provided, will be considered no risk.

The deposit shall not be less than the existing deposit that was on the account prior to being closed due to non-payment.

Refusal or inability to provide necessary information to obtain a credit report will result in the maximum deposit amount. BANKRUPTCY will result in the maximum amount allowed under the deposit schedule.

Accounts turned off for non-payment or have had a trip to the residence to turn off services will be required to pay an additional ~~\$25.00~~amount towards the deposit once the maximum amount has been reached.

4.1.3 COMMERCIAL DEPOSIT / NON-RESIDENTIAL SCHEDULE

Deposits shall be taken in the amount of two months' billing average, actual or estimated, as calculated from the City's records with a minimum deposit established by resolution. ~~of \$100.00.~~ If ~~additional deposit~~the customer is required to post an additional deposit due to the customer's payment history or if service is disconnected due to non-payment, ~~if the deposit~~ shall be based on three months' billing average for the location.

Accounts for which a service technician has arrived at a location to disconnect service for non-payment shall pay the amount necessary to bring the account to the maximum deposit amount (three months' average) or an additional amount as established by resolution if the

~~maximum deposit amount has been reached. Once staff has arrived at a location to disconnect service for non-payment, the amount necessary to bring the account to the maximum deposit amount (three months average) or an additional \$100 if the maximum amount has been reached must be paid.~~

BANKRUPTCY will result in the maximum amount allowed under the deposit schedule.

4.1.4 HYDRANT METERS

~~Deposits for hydrant meters shall be the amount as established by resolution. Hydrant meter deposit shall be \$2,000.~~

SECTION V

ELECTRIC SERVICE RULES

CHAPTER 1**5.1.1. PURPOSE**

The purpose of this section is to supply essential information to customers, architects, engineers, contractors, and others concerned with electrical installations in the City of Stillwater's electric service area. The City's objective is to cooperate with and assist Customers to obtain safe, efficient electric service at locations in and around Stillwater, Oklahoma.

To avoid misunderstanding and expense, customers, architects, etc. should consult with the City of Stillwater's electric utility, also known as Stillwater Electric Utility (SEU), during the project planning stage about the electric service available. Information in this section is to cover normal installations. SEU should be consulted for special cases and conditions.

All electric utility systems and facilities installed and maintained within the City of Stillwater shall adhere and conform to the installation and construction standards adopted by the Trustees of the Stillwater Utility Authority for the SEU electric system.

This document supersedes all previous sections of the Terms and Conditions of Service documents, and portions thereof, pertaining to electric utility service.

In compliance with the Stillwater City Code, Section 41-690, the responsibility of origination, content, and maintenance of this section rests with the Director of Electric Utility.

5.1.2. CODES AND RULES

All wiring installations must conform to requirements of applicable federal, state, and local electrical codes. State laws require that SEU must receive an authorized electrical inspector's certificate of approval stating that the wiring complies with the state electrical code before furnishing electrical service.

SEU is not required to inspect Customer wiring installations or equipment as to safety, suitability, or compliance with codes. SEU may refuse to connect or disconnect service to any installation which does not comply with these service rules or which may be dangerous to persons or property.

5.1.3. CONTINUITY OF SERVICE

A. The SEU goals are to provide continuous electric service, to restore service interruptions promptly, and to maintain its facilities with minimum inconvenience to customers.

B. SEU does not guarantee to supply continuous service or to maintain standard voltage or frequency at all times.

C. It shall be the responsibility of the consumer to install and maintain devices which will protect the consumer's equipment during abnormal service conditions or the failure of part or all of the electric service.

- D. SEU reserves the right to suspend service without notice to a consumer for such periods as may be reasonably necessary in order to make repairs to or changes in the SEU's facilities. When conditions permit, an attempt will be made to notify affected consumers prior to a planned outage insofar as is practicable.

5.1.4. **QUALITY OF SERVICE**

- A. SEU will strive to operate its electric system so that the quality of the electric service is consistent with normal, utility standards. However, SEU does not represent that this quality level will result in a pure, smooth sine wave voltage, without spikes or dips, as required by some electronic equipment.
- B. The Customer is responsible for supplying his own internal power conditioning equipment, as required, when his electronic equipment is unable to tolerate the voltage waveform aberrations which occur on the electric supply system.

5.1.5. **LIABILITY FOR ELECTRICAL EQUIPMENT DAMAGE**

- A. SEU will not be liable for any service interruption, irregularity, or any other cause or abnormality not caused by the sole negligence of SEU.
- B. In arriving at the determination of whether negligence was involved, accidents, acts of God, acts of terrorism, and other failures beyond the control of SEU shall not be considered as negligence.

5.1.6. **CHARACTERISTICS, TYPES AND AVAILABILITY OF ELECTRIC SERVICE**

- A. The electric service supplied by SEU is alternating current with a nominal frequency of 60 Hertz (or cycles per second).
- B. It is the policy of SEU that voltage levels within plus or minus five percent (+/-5%) of the nominal system voltage shall be acceptable.
- C. Each customer shall be provided with only one service voltage. Any exceptions must be approved by SEU and comply with Section 5.3 below.
- D. Standard service types available from SEU are listed below. All standard service types include a grounded neutral conductor. Not every voltage is available at every location.

Type	Nominal System Voltage	Application	Capacity
1	120/240-Volts	Single phase, 3-wire	Up to 500 kVA
2	120/208-Volts	Single phase, 3-wire	200 Amp max.
3	120/208-Volts (OH)	Three phase, 4-wire	25 to 500 kVA
4	120/208-Volts (UG)	Three phase, 4-wire	25 to 750 kVA
5	277/480-Volts (OH)	Three phase, 4-wire	75 to 500 kVA
6	277/480-Volts (UG)	Three phase, 4-wire	45 to 2500kVA
7	7,200/12,470-Volts	Three phase, 4-wire	Consult Utility

- E. Service type (3) may only be made available for individually metered loads in multiple-occupancy buildings. These loads must be supplied from a service type (4) system and be balanced.
- F. The following non-standard service types are being phased out of use on the SEU system. However, they still exist at some locations and may be available in some cases with special approval. These service types are only available from overhead construction.

Type	Nominal System Voltage	Application	Capacity
7	240-Volts	Three phase, 3-wire	Up to 300 kVA
8	120/240-Volts	Three phase, 4-wire	Up to 300 kVA
9	480-Volts	Three phase, 3-wire	Above 75 kVA

5.1.7. UNUSUAL CAPACITY REQUIREMENTS

Large power installations may require an extensive increase in the SEU distribution or transmission system which may take considerable time to complete. Such projects must be discussed with SEU well in advance to provide ample time for contract arrangements and construction of SEU facilities to meet the customer's start- up requirements.

5.1.8. ADDITION TO EXISTING LOADS

The customer shall give SEU reasonable notice of substantial load increases (permanent or temporary) which require a larger transformer, service, or meter. This notice will enable SEU to change out its equipment, preventing poor service or burned-out transformers and meters. Customer failing to notify SEU may be charged for the replacement cost of damaged SEU equipment.

5.1.9. SERVICE CONNECTIONS

SEU will make all service connections to its electric distribution system. Connection or alteration of SEU's electric service or other equipment is prohibited unless specifically authorized by SEU.

5.1.10. CUSTOMER OR PUBLIC ATTACHMENTS

- A. The City prohibits unauthorized attachment of wires, guys, signs, clothes lines, antennas, fences, etc. to its poles, pedestals, pad-mounted transformers, or other structures.
- B. Attachment of communications circuits such as telephone, cable television, other communications media, or electric lines may be made, provided that a joint use agreement has been entered into between the City and those desiring to make such attachments. Said attachments shall conform to the requirements of the latest edition of the National Electrical Safety Code and additional requirements, if any, by the City.

5.1.11. LOCATING OF UNDERGROUND ELECTRIC FACILITIES

- A. To prevent service interruptions, personal injury, and property destruction resulting from damage to underground facilities during excavation, Oklahoma state law requires

notification of utilities at least seventy two (72) hours, excluding Saturdays, Sundays, and legal holidays, prior to the commencement of any excavation. Notification shall be made through the Oklahoma One-Call system by dialing 8-1-1.

- B. Upon receiving such notice, the City shall advise the excavator of the type of facilities and their approximate location, if any, located in the proposed excavation area.
- C. SEU will designate the approximate location of existing underground electrical facilities with red colored markings. Approximate location of facilities is defined by the Oklahoma Underground Facilities Damage Prevention Act as a strip of land two (2) feet on either side of the utility's marks.
- D. The excavator shall undertake the excavation only after the City and other affected utilities have marked the locations of their facilities. Locate requests are only valid for (10) days from the initial request. If excavation has not commenced, or will exceed the (10) days, an update request will have to be submitted again (72) hours prior to the expiration of the initial request.
- E. In the event of damage to an underground utility facility, the excavator shall stop excavation and immediately notify the City of the location and extent of the damage. The excavator shall be responsible for the cost of repairing damaged facilities in the event of:
 - 1) Damage to correctly located underground facilities,
 - 2) Damage to facilities in areas where locations were not requested,
 - 3) Damage to facilities that were requested in excess of 10 days prior to excavation.
- F. Excavators contracted by the City on public infrastructure projects shall be solely responsible for complying with the Oklahoma Underground Facilities Prevention Act.

5.1.12. EXCLUSIVE USE

- A. The customer's electrical service from the City shall be exclusive. The City does not allow customers to have service connections from other electric utilities to the same premises served by SEU.
- B. Nothing in this section shall prevent an individual consumer from installing his own generation or power producing equipment (cogeneration, renewable generation, engine driven generation, etc.) However, the consumer shall not connect any such equipment in parallel with the SEU electrical system without permission. As a minimum, the City will require the following:
 - 1) Verification that the generation system has been designed and installed under the direction of a registered professional electrical engineer.
 - 2) The existence of a signed contract concerning at a minimum the operation, liability, power interchange, and responsibility of the parties involved with the interconnection and the City.
- C. Auxiliary, Breakdown, or Supplementary Service as furnished by the City is not to be connected or operated in parallel with a consumer's generating equipment except when such operation is provided for by a special contract.

D. Parallel operation of qualified customer-owned renewable energy generators up to a maximum rating of 100 kW is allowed if a customer enters into a Net Metering Interconnection Agreement with the City.

5.1.13. CUSTOMER CHARGES

The Board of Trustees of the SUA may from time to time establish by resolution infrastructure fees or aid-to- construction charges for utility services in addition to the fees and charges described herein. When established, such fees or charges will be filed with the office of the city clerk, for the City of Stillwater, and the same shall be hereby adopted and incorporated by reference as fully as if set out at length herein.

5.1.14. ADDITIONAL INFORMATION

Subject	Contact	Phone Number	Location
Electric Rates or Applications for Service	Customer Service	742-8250	City Hall 723 S. Lewis
Permits, Inspections, or Applicable Building Codes	Development Services	742-8220	City Hall 723 S. Lewis
Service Installations, Service Availability, or Transformer Locations	Stillwater Electric Utility	742-8230	Main Office 411 E. 3 rd
After-hours Power Outage or City Utility Emergency	Stillwater Energy Center	372-3292	Stillwater Energy Center 2000 E Airport Rd

5.1.15. DEFINITIONS

The following definitions are added here for use with this section of the Rules of Utility Service.

AUXILIARY, BREAKDOWN, OR SUPPLEMENTARY SERVICE is that electric service supplied by the City which is used to augment the normal electric service that the consumer secures from another source. This service is available to the consumer in the event of failure of the consumer's normal source, or to relieve, sustain, or reinforce the consumer's normal source.

CUSTOMER means a land owner, tenant or occupant who has entered into a service agreement with the SUA to receive electric service.

DEVELOPER means a land developer, land owner or business owner who is developing or redeveloping a land use project or expanding or remodeling an existing land use that requires the extension or expansion of electric service.

PROVIDE means to furnish and install.

SERVICE DROP means the overhead service conductor from the last pole or other aerial support, to and including the splices, if any, connecting to the service entrance conductors at the weather head, building, or other structure on the premises.

SERVICE ENTRANCE CONDUCTORS means the conductors between the terminals of the service equipment and a point usually outside the building, clear of building walls, where they are joined by tap or splice to the service drop. The service entrance conductors are installed, owned, and maintained by the customer.

SERVICE ENTRANCE CONDUCTOR RACEWAY means the conduit that encloses the service entrance conductors.

STILLWATER ELECTRIC UTILITY or SEU means the division of the Stillwater Utilities Authority responsible for electrical service. In this Section, **SEU, Utility** and **City** are used interchangeably.

STILLWATER UTILITIES AUTHORITY or SUA means a trust created by the City of Stillwater to oversee the operation of the water, wastewater, and electric utilities for the City.

SYSTEM EXTENSION means the addition of primary and/or secondary electric facilities to serve new customers or enhance facilities serving existing customers. These additional facilities may include construction required at the customer's location as well as other locations within the electric system where improvements are necessary to provide or enhance service to a customer.

UNDERGROUND SERVICE means the service conductors installed underground between the utility secondary and the first point of connection to the customer service entrance conductors. This termination point may be a meter base, a terminal box, or other enclosure with adequate space, located outside the building wall. On existing customers where there is no terminal box, meter, or other enclosure with adequate space, the point of connection is considered to be the point of entrance of the service conductors into the building.

UNDERGROUND SERVICE RACEWAY means the conduit which encloses the underground service conductors from the pedestal, transformer, or riser pole to the customer's meter base or junction box.

UNMETERED ELECTRIC POWER is any electricity which has not passed through an authorized utility metering device before being used by a consumer.

TARIFF means inclusion of every rate schedule, or provision thereof, and all terms, conditions, rules, and regulations for furnishing utility service.

WARRANTY PERIOD is the period of time that ends when SEU's equipment is connected to the developer- installed conduit system, and is in proper operation, as determined by SEU by inspection and functional testing.

CHAPTER 2

CITY EQUIPMENT ON CUSTOMER PREMISES

5.2.1. GENERAL

The City shall have the right to install its equipment on the Customer's premises as required to supply adequate service. All such equipment shall remain the City's property and will be removed when service is discontinued.

5.2.2. ACCESS TO CITY EQUIPMENT

The City shall have the right of access to its equipment for inspection, maintenance, and restoration of service. The City will attempt to give advanced notice of the need for access when possible, but may not be able to do so during emergencies.

5.2.3. ENCLOSURE OF CITY EQUIPMENT

The customer shall not erect fences, walls, or other constructions nor shall the customer plant shrubbery, trees, or bushes which would limit access to transformers, junction boxes, meters or other equipment on the customer's property. This section shall specifically prohibit the erection of such items around transformers which would limit ventilation to the transformers or provide an enclosure for the accumulation of debris around the transformer. The minimum clearance distance shall be ten feet (10') in the front of any access doors and three feet (3') to all other sides of any SEU equipment. Existing equipment with signage requiring less clearance will generally be allowed to remain unless it interferes with SEU's ability to safely operate and maintain its equipment.

Exception: A commercial customer may request a variance to install a screen wall on no more than three sides of a transformer location. Such variances must be approved by the Director of Electric Utility in advance. SEU may require screen walls to have removable sections or gates to comply with the requirements of section 5.2.5 below.

5.2.4. CUSTOMER PAINTING OF CITY EQUIPMENT

- A. Customers, property owners, or residents of a property shall not be permitted to paint, decorate, or otherwise modify the finish of SEU overhead or underground distribution equipment located on private or public property without prior approval of SEU.
- B. The only exception to this rule shall be that the meter base and underground riser conduit located on the customer's building may be painted by the customer to conform to the customer's building color scheme without prior approval of SEU. However, the customer shall not paint the glass or any other part of the electric meter itself.

5.2.5. PAD-MOUNT TRANSFORMER LOCATIONS

In areas other than residential subdivisions, customer shall provide a SEU approved location on their premises outside the utility easement that is adequate for the transformer's installation. Customer shall furnish a site plan or drawing to SEU that establishes the exact location of the transformer slab with respect to known points. The location shall provide for the following:

- A. Ready accessibility to transformer both vertically and horizontally.
- B. Allow close approach with SEU truck (within eight feet (8') of a hard driving surface fifteen feet (15') wide minimum).
- C. Separation of ten feet (10'), or more, from combustible walls, building overhangs, or building openings.
- D. Slab located a minimum of three feet (3') from the walls of non-combustible building structures, provided that the ten foot clearance from building openings in 5.2.5.C is met,

and provided that a reasonable wall clearance is left for air circulation and access to the back of the transformer along the wall.

- E. For purposes of definition of this section, building openings shall be defined to include doors, windows, air vent penetrations, or any other opening which would allow flames to penetrate an otherwise non-combustible wall.
- F. Allowance for eight feet (8') of clearance in front of transformer's doors. If possible, doors shall face away from buildings or other structures.
- G. Protection by use of concrete-filled bollards around transformer where it is exposed to vehicular traffic.

CHAPTER 3

CUSTOMER ELECTRICAL SERVICES

5.3.1. RESPONSIBILITY

Except as provided within these Terms and Conditions, the City will design, construct, own and maintain all extensions of its electric distribution system. The City will make all service and secondary connections on the electric distribution system. Rules governing electric services are established herein.

5.3.2. APPLICATION FOR SERVICE

- A. Application for service shall be in writing and shall be made well in advance of the date service is desired to be available, in order to permit SEU to plan and schedule its work to provide adequate service. No electrical or building permits will be issued until SEU is satisfied that the proposed service will comply with these Rules of Utility Service.
 - 1) **Individual Home or Subdivision:** Home builders or developers should consult with SEU as soon as possible in the planning stage to determine the availability and location of electric service.
 - 2) **Commercial Service:** A Commercial Service Request Form shall be submitted to, evaluated and accepted by the Electric Distribution Division, 411 E. 3rd Ave., for both new construction and modification to existing services.
- B. A single application for service cannot be made to apply to different locations, nor to cover more than one point of delivery at the same location to be used by the same customer, unless the City determines that the physical or electrical characteristics of the facility served requires more than one point of delivery according to good engineering and operating practices.

5.3.3. CUSTOMER'S WIRING SYSTEM

All electrical wiring and apparatus connected or to be connected to the City's electric distribution system shall be at the customer's expense and shall be installed and maintained by the customer.

5.3.4. POINT OF DELIVERY OF ELECTRIC SERVICE

The consumer may request a particular location for the electrical service entrance but the location must be approved by an authorized representative of SEU. If for a technical or code related reason the service cannot be supplied at that point, the SEU representative shall explain the problem, and a mutually agreed location will then be determined.

5.3.5. OVERHEAD SERVICE DROPS

- A. **City Responsibility:** SEU installs, owns, and maintains an overhead service drop to a suitable point of support on the customer's premises.
- B. **Location:** Overhead service conductors shall not be run along the exterior faces of buildings supported by insulators or other devices. Service conductors shall not be installed in violation of clearances specified in applicable sections of the National Electric Code or National Electrical Safety Code.
- C. **Minimum Capacity:** No service connection of less than three wires shall be made to a consumer's single phase electric installation consisting of more than two circuits.
- D. **Tree Clearance on Private Property:** Maintenance of the service drop does not include necessary tree trimming on private property along the service drop path. Trimming on private property is the responsibility of the property owner. A clear line-of-sight path from the pole to the service attachment point must be provided before a new or replacement service will be installed.

With adequate notice, SEU will make arrangements to lower and reinstall the service drop so that the owner's tree contractor can perform necessary trimming or tree removal. If SEU performs this work during normal working hours, there will be no charge to the customer for the work. If the work is done before or after normal working hours, the customer will be charged for a service call each time the crew comes to the location.

- E. **Overhead Service Repair Costs:** For the first such occurrence, SEU will repair and/or replace an overhead service drop which has been damaged by tree contact. The customer shall be informed of the tree clearance problem and asked to correct it. Thereafter, if the service drop is again damaged by tree contact due to the property owner's failure to provide adequate tree clearance, SEU reserves the right to bill the customer/ owner for the actual costs associated with the repair of service drop. Such costs shall include the labor and material expenses incurred by SEU for the repair operation.

5.3.6. UNDERGROUND SERVICE

SEU owns, and maintains underground secondary and primary voltage service conductors to a suitable point of termination on the customer's premises in accordance with rules established in Section 5.6.

5.3.7. EXTENSION OF CUSTOMER'S UTILITY SYSTEM

A customer shall not be permitted to extend his electric utility installation over, under, or across space dedicated for public use in order to obtain service at a lower rate for adjacent property, unless such extension is made pursuant to a special contract or filed rate schedule.

5.3.8. SINGLE PHASE AND THREE PHASE SERVICE TO RESIDENTIAL CUSTOMERS

- A. SEU's standard service to residential consumers shall be single phase, 120/240 volt power.
- B. In existing residential areas which previously contained three phase power for air conditioning, three phase 120/240 power may still be available. This type of service requires pole mounted transformer installations. However, three phase residential services are being removed and discontinued whenever possible. If an existing three phase residential service requires repair or replacement, and the three phase power is still needed, the consumer shall arrange for all single and three phase service to be taken through one, three phase meter.
- C. Any motors installed on residential three phase services must comply with the requirements of Section 5.5, below.
- D. Three phase power is not available in areas served by underground residential distribution systems.

5.3.9. UTILITY METHODS OF SUPPLYING ELECTRIC SERVICE

5.3.9.1. MOBILE HOME PARKS

- A. Electric service shall be provided by SEU through individual meters at each space within the mobile home park. Each space shall be billed separately under the appropriate residential rate schedule.
- B. The owner of the mobile home park shall furnish and install the necessary service equipment at each mobile home lot or location. The type and construction of the service equipment shall be as approved by SEU; however, SEU is not responsible for the sizing or capacity of the owner-installed service equipment.
- C. The construction of the distribution system within the mobile home park shall be as defined in Section 5.6.

5.3.9.2. MULTIPLE DWELLING UNITS, APARTMENT COMPLEXES

- A. Electric service shall be provided by SEU to all new-construction multiple dwelling units, apartment complexes, or similar residential units through individual meters for each dwelling unit or, at its discretion, SEU may choose to meter groups of dwelling units through a single meter.
- B. **Reserved**
- C. Service extensions to multiple dwelling structures shall be provided under terms defined in Section 5.6.

5.3.10. COMMERCIAL RATE CUSTOMERS; SINGLE AND THREE PHASE

Commercial rate customers may be served with single phase or three phase power, as requested by the customer, subject to the following provisions:

- A. Single phase service shall be available for single phase motors subject to the provisions in Chapter 5, below.
- B. **Reserved**
- C. **Reserved**
- D. When three phase service is furnished, the customer shall arrange his wiring so that all single phase and three phase service can be taken through one, three phase meter.

5.3.11. BILLING FOR MULTIPLE ELECTRIC SERVICES

- A. If SEU is requested to furnish two or more metering installations for one customer, each such installation shall be considered as a separate point of service and charges shall be calculated separately for each.
- B. If SEU determines that it is in the best interest of the electric utility that the customer be served with multiple metering points, and if such service configuration is in keeping with good engineering and operating practices, then this rule (5.3.11.A) may be waived.

CHAPTER 4

METERS

5.4.1. GENERAL

- A. All meters shall be furnished, installed, and maintained by SEU.
- B. All meter bases and meter enclosures shall be furnished by SEU and installed by the customer. This equipment shall remain the property of the City.

5.4.2. METER LOCATION

- A. Meters and associated equipment shall be placed outside in accessible, non-hazardous locations. They shall not be located where subject to damage, vibration, excessive dust, chemical vapors, or corrosive liquids.
- B. Meters bases shall be installed so that the center of the meter will be located from 4-1/2 feet to 5 feet above the finished grade at the meter location.
- C. Meters for new residential dwellings will not be installed on the front of the building unless builder/owner agrees to such location in writing.

5.4.3. SELF-CONTAINED METER INSTALLATION

- A. On new buildings and during remodeling of existing buildings involving the electrical services, all meter bases shall be installed or relocated outside.
- B. The meter base shall be installed on the source side of the service disconnect equipment.

5.4.4. INSTRUMENT TRANSFORMER METERING INSTALLATIONS

- A. Services involving loads of greater than 400 amps or voltages exceeding 500 volts (line to line) require instrument transformer metering systems. These systems require the installation of a meter base and conduit for metering conductors to the instrument transformer location.
- B. Multiple occupancy buildings with tenants that require both single phase and three phase services may also require instrument transformer metering. These applications will typically require the customer to provide a junction box for the instrument transformers on the building exterior.
- C. SEU will furnish the meter base. The consumer will install the meter base and provide conduit for the metering conductors. In cases when these systems require a junction box, the consumer shall provide a City- approved junction box at a mutually agreeable location. All metering wiring and connections will be done by SEU.

5.4.5. RELOCATION OF METERS

The City may relocate any meter at its option and expense.

5.4.6. PULSE OUTPUTS

Upon request, the City can provide meter pulse outputs at the meter location. The customer shall pay any applicable difference in cost for the utility to provide a meter with pulse output capability. Customer will provide a utility approved junction box and terminal strip adjacent to the meter for pulse connections. Customer is responsible for all wiring beyond the terminal strip. Terminations at the meter location shall be made by utility staff.

5.4.7. SERVICE MODIFICATIONS

- A. Meters shall be appropriately sized for the nature of the load served. If SEU determines that a meter is not appropriately sized, the service shall be modified to accommodate an appropriately sized meter. Meter size may be evaluated upon any disconnection, change of occupancy, change of use, or at the SEU’s discretion. The customer is responsible for the cost of the service modification. Failure to comply may result in disconnection.
- B. Services shall be maintained in safe and good working condition. If SEU determines that the condition of a meter or service is not safe or in good working condition, the service and/or customer-owned metering equipment shall be repaired or replaced. The customer is responsible for the cost of the service modification. Failure to comply may result in disconnection.

5.4.8 Reserved

**CHAPTER 5
MOTORS AND SPECIAL REQUIREMENTS EQUIPMENT**

5.5.1. GENERAL

Many types of electric equipment adversely affect the quality of electric service. Close consultation by the consumer with SEU will be required before such equipment is connected, or when it is necessary to remedy an unsatisfactory condition on SEU's system.

5.5.2. MOTORS - ALLOWABLE STARTING CURRENTS

- A. The following motors may be started across the line if the starting current (which is the locked rotor current of the motor at name plate voltage) does not exceed the limits given below. Groups of motors starting simultaneously shall be classed as one motor.

Application	Nominal Nameplate Voltage	Maximum Locked Rotor Current
Single phase	120-Volt	50 Amps
Single phase	208 or 240-Volt	200 Amps
Three phase	208, 240, or 480-Volt	200 Amps

- B. Larger across-the-line starting currents than those stated above may be permitted where SEU's facilities are adequate and the frequency of motor starts is such that other consumers' service will not be adversely affected. Upon request of the consumer, SEU will make individual studies to determine the maximum allowable starting current for each specific installation and if necessary recommend a motor starting device.
- C. When part-winding, wye-delta, auto transformer, or resistor-type motor starting devices are required; closed-transition transfer from the starting to running conditions must be used unless an open-transition type starter is specifically approved.
- D. In the case of thermostatically controlled air conditioning or heat pumping equipment, a time delay device to prevent simultaneous starting of the compressor motor and associated fan motors is an acceptable method for reducing the locked rotor starting currents to acceptable values.

5.5.3. INTERMITTENT ELECTRIC LOADS

Electric equipment such as spot and arc welding machines, x-ray machines, arc-furnaces, elevators, dredges, locomotives, shovels, feed grinders, etc., whose use of electricity is intermittent and subject to violent fluctuations may be served with other electrical loads or by a transformer dedicated solely to that equipment and served as a separate account. Except for individual transformer type arc welders whose rated primary input current does not exceed 15 amperes at 120 volt operation or 30 amperes at 240 volt operation (38 amperes if consumer is served by an individual transformer), all consumers contemplating the installation of such equipment must make specific prior arrangements with SEU.

5.5.4. INTERFERENCE PRODUCING EQUIPMENT

- A. In the event that any consumer operates or connects any electrical device to his electric system which causes an interference, noise, distortion of the 60 Hz sine wave, or other disturbance on the SEU electric system which results in a disruption, disturbance, or interference to the utility, its consumers, or a communication company or its consumers, SEU will:
- 1) Require the consumer causing the problem to take corrective measures by installing suitable or special equipment necessary to eliminate or reasonably limit such adverse effect, or

- 2) Install, at the consumer's expense, equipment specifically designed to reasonably limit such adverse effect(s).
- B. The consumer causing the problem shall bear all expenses necessary to eliminate the adverse conditions or be subject to disconnection of service after written notice so that other consumers are not deprived of the quality of service provided prior to the existence of the problem. Where SEU believes that the condition creates a hazard to the public, the utility, or the property, the disconnection may be made without prior notice. However, SEU will notify the consumer as soon as practical after the disconnection.

5.5.5. HARMONICS

In 60 Hz electric power systems, a harmonic is a sinusoidal component of the 60 Hz fundamental wave having a frequency that is an integral multiple of the fundamental frequency of 60Hz. "Excessive harmonics" in this section, shall mean levels of current or voltage distortion at the connection between the customer and SEU that exceed the levels recommended in IEEE Standard 519-1992, subsection (f)(1) (IEEE Recommended Practices and Requirements for Harmonic Control in Electric Power Systems) or any successor standards.

- A. In addressing harmonic problems, the customer and SEU will implement, to the extent reasonably practicable, and in conformance with prudent operation, the practices of IEEE Standard 519.
- B. After receipt of notice by a customer or communications provider that it is experiencing problems caused by harmonics, SEU will determine whether the condition constitutes excessive harmonics. If so, SEU will investigate and determine the cause of the excessive harmonics.
- C. If the excessive harmonics are caused by the customer, SEU will provide written notice to the customer causing the excessive harmonics. The notice shall provide two options to cure the problem:
 - 1) SEU may cure the problem by working on the customers' electric facilities at a mutually agreeable time and charge the investigation and repair costs to the customer.
 - 2) The customer may elect to cure the problem at its option and its cost, within a reasonable time approved by SEU.
- D. Failure of the customer to remedy the problem may require SEU to disconnect the customer's service. In the event that the customer refuses to allow SEU to remedy the problem and the customer does not stop creating excessive harmonics within the time period specified SEU will disconnect the customer's service until such time as the correction has been completed. Prior to disconnecting the service, SEU will provide written notice of its intent to disconnect at least five working days before doing so.

CHAPTER 6

SYSTEM EXTENSION POLICY, EASEMENTS & RIGHT OF WAY AND SERVICE CONNECTIONS

5.6.1. GENERAL

- A. **Applicability:** SEU's System Extension Policy governs the extension and furnishing of electrical service to its customers. The System Extension Policy shall be considered in conjunction with the provisions of SEU's various rate schedules and other provisions of these Terms and Conditions.
- B. **Philosophy:** The basic philosophy of SEU is to provide the best possible service to the consumer at the most reasonable investment. All applicable options shall be given consideration when applying the extension policy.
- C. **Authority:** This document supersedes all previously issued directives concerning the extension policy. The application of the extension policy to the various situations and types of consumers shall be as outlined below.
- D. **Responsibilities:** After the final grade has been established, the developer requesting an electric system extension shall be responsible for staking both sides of the utility easement for placement of underground electric utilities. SEU will provide the trenching, provide and place the conduit, bedding and warning tape and performing the backfilling and compaction of the trench within and immediately adjacent to their development. SEU shall be responsible for providing and installing the conductor, junction boxes, transformers and any other equipment necessary. Any portion of a system extension that is not within or immediately adjacent to the development shall be the full responsibility of SEU subject to funding availability.

5.6.2. EASEMENTS & RIGHT OF WAY

- A. **Easement:** The developer shall furnish a written easement for the location of SEU service facilities upon, over, or under the developer's premises.
- B. **Non-Owner Developer:** In the event that the developer is not the owner of the premises occupied by him, such developer shall be required to obtain from the property owner, or owners, the necessary easement for the installation, maintenance, and operation of SEU's service facilities on or under said premises.
- C. **Developments:** In any real estate development where SEU is requested or desires to install underground distribution facilities for service to existing and future consumers located therein, and the dedicated utility easements are found to be insufficient for such installations, the property owner/developer shall, upon request, furnish any additional easements required for such installations by SEU. The particular requirements and placements of equipment within an easement in an underground distribution area are explained in the City Code.
- D. **Obligation to Serve:** The City's obligation to render service to a customer/developer is contingent upon the City's ability to secure the necessary rights of way and/or easements for its facilities across intervening properties at a cost which in its judgment is reasonable. The customer/developer shall be required to pay any such right of way costs in excess of that amount which the City determines to be reasonable.

5.6.3 OVERHEAD DISTRIBUTION SYSTEM; OVERHEAD SERVICE FROM OVERHEAD DISTRIBUTION SYSTEM

- A. **Standard Overhead Electric Service:** The standard overhead electric service, as used herein, is one utilizing overhead conductors and not requiring support other than the line pole from which the service is taken and one standard service support for each wire or cable at the premises to be served. In cases where the premises cannot be served by a standard overhead service, other arrangements with SEU will be required.
- B. **Location and Support for Service Drop:** The standard service support at the premises for the service drop shall be provided by the consumer. The point of attachment for a service drop to the premises shall be at least ten feet above the ground and at a point designated by authorized employees of SEU. The service drop location will be chosen to meet the minimum clearance requirements of the National Electrical Safety Code as adopted by the City of Stillwater and to allow SEU to provide the service in the most cost efficient manner. In the case of a building which is not of sufficient height for conductors to be attached at least ten feet above the ground or the building is of other than wood construction, the consumer shall provide an adequate support mounted on the building to which the service drop may be attached.
- C. **Service Entrance Conductor:** Service entrance conductor raceways are to be terminated on the exterior of the building at a point six inches or more above the service drop attachments to prevent the entrance of moisture into the service cables. The service entrance and the service drop conductor connections are to be made at a point below the level of the rain tight service head.

The consumer's service entrance conductors shall extend not less than 36 inches outside the service head to permit connection to the service drop when self-contained meters are used. Where current transformer metering is required conductor length shall be a minimum of 48" beyond the weather-head to accommodate the mounting of current transformers.

Service entrance conductors shall be carried in approved raceways or approved service entrance cable, and the distance to the service equipment shall be as short as possible.

5.6.4. **SINGLE PHASE UNDERGROUND SECONDARY SERVICE FROM OVERHEAD DISTRIBUTION SYSTEM**

Single phase underground secondary service from an overhead distribution system shall be installed by SEU (if economically feasible), at the request of the customer, in accordance with the provisions set forth below. The customer shall provide any easements necessary. If the length of the secondary circuit or service, or the size of the load (generally any load in excess of 600 amperes), makes a secondary extension technically impractical, underground service shall be installed in accordance with Chapter 8.

5.6.4.1. **NEW RESIDENTIAL CUSTOMER - UNDERGROUND SERVICE TO A SINGLE METER OR MULTIPLE METER GROUP**

- A. SEU will install and maintain the underground service conductor and conduit on the property from a pole or service pedestal located at or near the property line, to a location designated by SEU on the building, or to such other point of service as approved by SEU, provided soil, available minimum side-lot width, or other conditions do not make underground construction economically unfeasible for SEU.

- B. The contractor shall install the standard meter base furnished by SEU and the service conduit (furnished by the contractor) to SEU's specifications from the meter base down to a point at grade level below the meter location. The customer's conduit shall terminate at the top of the 90° elbow provided by SEU.

If special, combination-type meter base/pedestals with receptacles and breakers are preferred by the owner of a mobile home park development; the owner shall purchase and install the special bases at their expense only after approval by SEU. The special meter base/pedestals shall remain the property of the mobile home park owner. Repair and maintenance of the pedestals shall be at the expense of the mobile home park owner.

- C. Installation of meter bases on riser poles is not permitted on new services. Where these installations exist, the point of delivery is defined as the line side of the meter base and the customer is responsible for all maintenance beyond that point.
- D. Services in excess of 150' will require a primary extension to a pad-mounted transformer location that is accessible and acceptable by SEU.
- E. When an obstruction has been installed, placed or planted after the initial underground installation, and maintenance requires access to a cable circuit or conduit under the obstruction, the customer shall:

- 1) Permit utility access to the premises;
- 2) Pay the cost of removing and replacing the obstruction;

- F. **10 Foot Rule:** If side-lot widths along the service path are less than 10 feet, or have a slope in excess of 1:5 rise to run ratio, the contractor shall provide the entire trench, conduit, and backfill for the underground service. The service shall consist of a continuous length of SDR-11 electrical conduit. All trenching shall be coordinated with SEU in accordance to SEU Trenching and Conduit Construction Guide.

- G. The contractor shall provide and install SDR-11 electrical conduit, bedding and warning tape and backfill and compaction. The service conduit shall be placed within an excavation having a minimum width of (6) inches, placed at a depth necessary for a minimal of (36) inches of cover above the top of the conduit system below the final finished grade. The contractor shall also install, to SEU's specifications, SEU owned meter base and the service conduit (furnished by contractor) down the wall to the underground conduit. If for whatever reason SEU is unable to pull the conductor wire through the conduit, it shall be the contractor's responsibility to correct the problem at their expense. For all services the backfill of native soil will be allowed. Native soil will be required to be backfilled to a depth of (18) inches above the top of the conduit, then placement of warning tape shall be installed prior to final backfill of the remaining ditch line.

5.6.4.2. NEW CUSTOMER - UNDERGROUND SERVICE TO FIVE OR MORE INDIVIDUALLY METERED LOCATIONS

- A. Single phase, 120/240 volt, underground service from the overhead distribution system shall be furnished in accordance with 5.6.4.1 to five or more contiguous:
- 1) Residential lots in a development;
 - 2) Mobile home park spaces;
 - 3) Dwelling units in an apartment house; or

B. Single phase, 120/240 volt secondary service shall, at the option of SEU, be provided underground as set forth above to one or more contiguous locations on the periphery of a development, where the services are underground.

5.6.4.3. EXISTING CUSTOMER - REPLACE OVERHEAD SERVICE TO A SINGLE METER WITH UNDERGROUND

A. In each case where the size and condition of the existing overhead service drop is adequate for expected loads, and the customer requests that service facilities be relocated underground, SEU will maintain the service lateral on the property from a pole or service pedestal located at or near the property line to a location designated by SEU on the building, or such other point of attachment as approved by SEU, provided soil or other conditions do not make underground construction economically unfeasible for SEU.

5.6.5. SERVICE INSTALLATIONS

Service installations shall meet the requirements specified under 5.6.4.1G above.

5.6.6. THREE PHASE UNDERGROUND SECONDARY SERVICE FROM OVERHEAD DISTRIBUTION SYSTEM

If three phase underground secondary service from an overhead distribution system is requested, such request shall be considered under Chapter 3. If, under the provisions of such sections, it is determined that three phase service is to be furnished, it shall be installed in accordance with Chapter 5.

5.6.7. SERVICE UPGRADES

A. **Upgrades to existing residential services:**

For upgrades to existing residential (single or multi- family) services, the customer or contractor shall pay the following service upgrade fee when payment is made for the building or electrical permit:

OVERHEAD UPGRADE:

Service Upgrade Fee	Fee per Meter
200 Amp Service	\$467
400 Amp Service	\$573

EXISTING UNDERGROUND UPGRADE:

Service Upgrade Fee	Fee per Meter
400 Amp	\$704

For conversions of an existing residential overhead service to an underground service the customer or contractor shall pay the following conversion fee when payment is made for the building or electrical permit. If the conversion from overhead to underground includes an upgrade, the applicable upgrade fee shall apply in place of the conversion fee.

Service Conversion Fee	Fee per Meter
200 AMP Service	\$680
400 AMP Service	\$847

Service upgrades above 400 Amps require metering with instrument transformers. The fee will be established based on the specific requirements of each individual request. The fee will be equal to the cost of all materials, labor and equipment necessary to make the requested upgrade.

The service upgrade and conversion fees may be reviewed annually. If the actual cost to install the service upgrade or conversion change, the service connection fees will be adjusted accordingly by the City Manager. Notice of any adjustments to the upgrade or conversion fees will be provided at least sixty (60) days prior to the effective date of the adjustment. The adjustment may occur on January 1st. Anyone who is aggrieved by an adjustment may make a written appeal to the City Manager.

CHAPTER 7

UNDERGROUND DISTRIBUTION FOR RESIDENTIAL SUBDIVISIONS (for one- and two-family dwelling units)

5.7.1. STANDARD DESIGN

- A. SEU's design standard for distribution system construction within all new residential subdivisions will be that of an underground distribution system. The system will be designed to supply single phase, 120/240 volt, underground service to each residence or mobile home space in an entire tract or subdivision.
- B. The location and placement of all utilities within the easements shall be as specified in this chapter.

5.7.2. CONDITIONS

SEU will provide and install the conductor wire for an underground distribution system with pad mounted transformers and equipment, subject to the terms contained in or referenced by this section, if the following conditions are met:

- A. The developer shall furnish Development Services with a subdivision plat map which contains the necessary utility easements. The utility easements shall be located as specified and approved by the City for the electrical system installation.
- B. The developer shall provide cleared easements which are graded to final elevation (grade) and which meet the easement requirements specified later in this chapter.
- C. The developer shall have all lot corner pins marked and identified by a registered surveyor.
- D. The developer shall assist the City in coordination with other utility companies regarding the installation sequence of the other utility facilities before and during electric utility installation.

5.7.3. RESERVED**5.7.4. RESERVED****5.7.5. TRANSFORMER AND EQUIPMENT LOCATIONS**

- A. The location of transformers and equipment shall be determined by SEU. The developer or customer shall not enclose or obstruct the transformers or equipment so as to impair ventilation to the transformers or restrict access by City personnel to the equipment or transformers for maintenance or replacement. Dirt, debris, rocks, ties, lumber, shrubs, tall vegetation, or other items which would impair ventilation, enhance rusting, and prevent access shall not be placed on or around transformers or equipment. The minimum clearance distance shall be ten feet (10') in the front of any access doors and three feet (3') to all other sides of any SEU equipment. Existing equipment with signage requiring less clearance will generally be allowed to remain unless it interferes with SEU's ability to safely operate and maintain its equipment.
- B. If obstructions are found in emergency outage restoration conditions, SEU shall have the right to remove the obstructions immediately. If the obstructions are found during normal maintenance activities, SEU will attempt to notify the property owner or consumer to remove the obstructions within 6 working days via phone contact and door handle notices (door knockers). If removal has not been completed within 6 working days, SEU shall have the right to remove said obstructions.
- C. SEU will endeavor to locate transformers and equipment outside of drainage ways and above expected water levels. The developer or owner shall not alter the drainage ways in such a manner that would place City equipment within these wet areas. If this provision is violated, SEU will modify the distribution system as necessary to correct the problem at the cost of the developer or owner.

5.7.6. SECONDARY SYSTEM

If required as part of a system extension, the utility secondary system shall be installed by the developer as shown on the SEU system extension plan and in accordance with SEU standards.

5.7.7. RESERVED**5.7.8. STREET LIGHTING ON PUBLIC STREETS**

Street light poles, fixtures and conductor wire will be installed and maintained by SEU. Street lighting is subject to the following conditions:

- A. The platted subdivision is within the City limits;
- B. The subdivision is served by the SEU electric system;
- C. The roads are dedicated City streets;
- D. The developer provides the necessary easements for the underground conduit and conductors.

5.7.9. STREET LIGHT FIXTURES ON PUBLIC STREETS

Street lighting fixtures and poles will be of SEU's current, standard design and powered by underground wiring. Locations of street lights will be determined by SEU and shown on the SEU system extension plan. Street lighting fixtures and poles will be installed after the adjacent streets have been constructed and final grading completed.

5.7.10. UNUSUAL CONDITIONS

When unusual conditions are encountered, such as extraordinarily difficult terrain, rocky soil conditions, abnormally wide lots, or other conditions which make underground distribution economically unfeasible, the conditions under which service is to be provided shall be considered on an individual basis.

5.7.11. OVERHEAD CONDUCTORS IN UNDERGROUND DISTRIBUTION SUBDIVISION

- A. **Underground Distribution Subdivision Source:** The wording in this section shall not prohibit SEU from installing overhead conductors to access the subdivision property from across roads or adjacent properties, nor shall it prohibit the installing of overhead conductors to underground riser poles on the subdivision property.
- B. **Preexisting Overhead Circuits:** Any pre-existing overhead circuits along or across land which is later platted as a subdivision shall remain overhead unless the developer pays the applicable costs for removing, relocating, and/or reinstalling them. This requirement shall not prevent SEU from removing overhead lines at its cost if SEU determines that the lines will no longer be needed.

5.7.12. GUIDELINES FOR EASEMENTS IN UNDERGROUND DISTRIBUTION SUBDIVISIONS

- A. **Easements:** With the exceptions of the following items, easements shall be required as specified in the City Code. Placement of utilities within an easement shall conform to the utility placement requirements in the City Code or any superseding city-approved construction standards, except when in the interest of constructability, operations safety, future access considerations, or any combinations thereof, the Director of Electric Utility, at his discretion, may approve of an alternate location of electric lines within an easement where existing conditions or extenuating circumstances warrant.
- B. **Coordination:**
 - 1) All easements shall be shown on a recorded plat before SEU begins the installation of conductor wire and the surface equipment associated with the underground distribution system, or
 - 2) If the developer requests SEU to begin installation of conductor wire and the surface equipment associated with the system extension based on an approved preliminary plat, the following process shall be followed:
 - a) The developer shall provide SEU with a document stating that the easements shown on the approved preliminary plat are for all intents and purposes the final easements that will be recorded.

- b) The developer shall acknowledge that if any of the easements are changed or relocated on any later version(s) of the plat that cause SEU to relocate its installed system, the developer shall bear the total costs incurred by SEU to relocate its equipment to be in compliance with the revised easements.
- C. **Easement Staking:** The staking defining the easement area must be done in such a manner as to allow easy identification during the construction period. The staking must be done in such a manner as to allow construction in any part of the easement.
- D. **Slope of Easement:** The preferred easement contour shall be that of a level section of land. If the easement must have a slope, the slope of the easement shall not exceed a 1 (vertical rise) to 4 (horizontal run) ratio. The calculation of the slope shall not be averaged over the full width of the easement to meet the ratio requirements. Retaining walls, near vertical drops, and/or ditches shall not be permitted within the easement.
- E. **Other Uses of Easement:** Utility easements shall only be used for the placement of utility equipment and other City-approved installations. The use of utility easements as drainage ways or pedestrian access ways shall not be permitted. The placement of permanent structures and trees within the easement are also prohibited.

5.7.13. NON-STANDARD CONSTRUCTION IN UNDERGROUND DISTRIBUTION SUBDIVISIONS

- A. **Optional Equipment:** SEU has the ability to install below-ground secondary splice boxes within underground residential subdivisions. These splice boxes are more expensive to install and more difficult for service personnel to subsequently locate than the above-ground pedestals used in standard underground residential subdivisions.
- B. **Conditions:** SEU will agree to install the below-ground splice boxes if the following conditions are met:
- 1) The customer/developer must request the below-ground splice boxes in writing.
 - 2) Pedestals must be located within recorded easements that are level and separate from any drainage ways.
 - 3) All easements must be adequately sized for the equipment. If the easements are shared with other utilities, the size of the easements may have to be larger than those specified in the City Code.
 - 4) Easements must be at final grade prior to the installation of the underground electric equipment.
 - 5) If the property owners in a 1- or 2-family subdivision request that an existing above-ground pedestal system, or portion thereof, be changed to a below-ground splice box system, in addition to the above items 1 through 4, the property owners shall be required to pay for all of the costs (including SEU labor) involved in changing the pedestal system from its existing configuration to the below-ground style. Costs for labor and materials shall be estimated prior to construction. The estimate shall be pre-paid by the property owners. When the work has been completed, the actual costs shall be compared to the estimated costs and a refund provided or an additional billing submitted to the property owners. The same payment terms for the installation of underground equipment also applies to new system extensions when requested by the developer.

CHAPTER 8**UNDERGROUND COMMERCIAL OR INDUSTRIAL SERVICE TO A SINGLE CUSTOMER
(SECONDARY METERING)****5.8.1. DELIVERY AT SECONDARY VOLTAGE THROUGH CITY-OWNED
TRANSFORMERS**

When in SEU's judgment a new commercial or industrial customer's load is sufficient to make an underground secondary extension impractical, generally any load in excess of 400 amps, SEU may provide service as defined below.

SEU requires easements for primary conductor installation necessary for the service.

The wording in this section shall not prohibit SEU from installing overhead conductors to access the customer's property from across roads or adjacent properties, nor shall it prohibit the installation of overhead conductors to underground riser poles on the customer's property.

5.8.2. SINGLE SECONDARY METERING POINT

- A. A primary voltage supply will be extended to a transformer location near the point of usage under extension rules stated in 5.8.4 below.
- B. The customer shall perform the necessary trenching, provide and place the electric conduit, bedding and warning tape, perform the trench backfilling and compaction and construct the required concrete transformer pad or pads. Where conduit will be installed under hard surfaces such as concrete, asphalt paving, etc., customer shall furnish and place a continuous length of Schedule 80 poly pipe sized for the application. The electric conduit shall be placed four (4) feet below the final finished grade. All work performed and materials provided by the customer shall be in accordance with SEU standards and as shown on the system extension plan. SEU will provide and install the primary conductor wire and transformer as needed. If for whatever reason SEU is unable to pull the conductor wire through the conduit, it shall be the customer's responsibility to correct the problem at their expense during the warranty period.
- C. The point of delivery will be defined as the lugs on the secondary bushings of the transformer and the customer shall be responsible for installing, owning, and maintaining all of the customer's distribution system beyond those lugs. SEU will provide the secondary lugs and make the secondary terminations on the transformer bushings.
- D. The customer shall install a Utility-supplied meter base in a location determined by SEU. The customer installation shall include the conduit to the secondary compartment of the transformer. SEU will provide necessary metering equipment and metering wiring.
- E. If a single customer is to be provided secondary service, and due to service requirements SEU determines that more than one transformer station is required, primary metering may be used at the option of SEU. The point of delivery remains at the lugs on the secondary bushings.

5.8.3 MULTIPLE SECONDARY METERING POINTS

- A. In cases in which several commercial customers are to be supplied from one pad-mounted transformer, or where residential apartment buildings require multiple meters, this section applies.
- B. SEU will make a reasonable estimate as to the capacity to be supplied and size its system accordingly. Any capacity requested by the customer above the estimated capacity shall be at the full expense of the customer.
- C. Any other special requests which require a more expensive installation than is judged to be necessary by SEU will be at the customer's expense.
- D. A primary voltage supply will be extended to a transformer located near the point of usage under extension rules stated in Section 5.8.4 below.
- E. The customer shall perform the necessary trenching, provide and place the electric conduit, bedding and warning tape, perform the trench backfilling and compaction for the primary and secondary conductors, construct the concrete transformer pad and install meter base(s) furnished by SEU in a location determined by SEU. Where conduit will be installed under hard surfaces such as concrete, asphalt paving, etc., customer shall furnish and place Schedule 80 poly pipe sized for the application. The electric conduit shall be placed four (4) feet below the final finished grade. All work performed and materials provided by the customer shall be in accordance with SEU standards and as shown on the system extension plan. When required, customer shall provide utility- approved junction boxes for current transformer installation. Customer may choose to provide a multi-positioned, ganged meter panel, with or without main breakers, instead of using SEU-furnished meter bases. If for whatever reason SEU is unable to pull the conductor wire through the conduit, it shall be the customer's responsibility to correct the problem at their expense during the warranty period.
- F. SEU will provide and install the primary conductors, transformer and meters.
- G. The customer shall group the meters, as specified by SEU at a mutually satisfactory location or locations on the premises. SEU will provide, operate, and maintain all secondary cable to the points of delivery. The point of delivery will be defined as the physical connection of SEU secondary cables to the service entrance bus conductors, ganged meter base bus bar, or the line terminals of SEU supplied meter base.
- H. SEU will install up to **150** feet of secondary cable to each set of service connection points. Any secondary cable on the consumer's premises in excess of **150** feet shall be installed by SEU at the expense of the customer.
- I. The consumer's secondary footage allowance shall be determined by multiplying the number of single meter or multiple meter groups by 150 feet. The installation costs for any and all secondary conductor footage in excess of footage allowance will be the actual cost of all materials and installation expenses for the secondary services(s), multiplied by the footage in excess of the footage allowance.

5.8.4. REQUIREMENTS FOR UNDERGROUND PRIMARY CONDUCTOR EXTENSION TO PAD-MOUNTED TRANSFORMERS

- A. The customer shall, at their expense, provide on their premises for each transformer installation, an approved transformer vault or transformer pad, as required by SEU. SEU shall provide to the customer a detailed drawing showing pad dimensions based upon the size of transformer that will be installed. Depending upon the method of metering to be used for the customer, additional drawings of required metering equipment may also be provided.
- B. When pad mounted transformers are to be used, the pad location shall be chosen to protect the transformers from damage by traffic, or the customer shall provide adequate guards, as approved by SEU.
- C. The transformer area shall be accessible to SEU's large trucks for installation and maintenance. The customer shall not enclose the transformer location so as to impair ventilation by the transformers or restrict access to SEU personnel for maintenance or replacement of SEU's equipment.
- D. The customer shall not paint the transformer or in any way alter its exterior finish without prior approval from SEU.

5.8.5. STANDARD CONSTRUCTION FOR PRIMARY VOLTAGE ROAD CROSSINGS

The electric utility's standard method for crossing City roads and state highways will be with overhead primary conductors. Where such crossings are necessary to serve a customer on the side of the road opposite the location of the distribution line, SEU will require that the customer provide the necessary easement(s) on their side of the road for installation of pole(s) and anchor(s) as required for the road crossing. If the needed easement is granted, this overhead crossing will be made at no charge to the customer.

5.8.6. RESERVED

5.8.7 MULTI-FAMILY SERVICE CONNECTION FEE

For all multi-family (**three** or more dwelling units per building) service connections the contractor shall provide the installation in accordance to 5.8.3 and 5.8.4 above. Service extensions greater than 150 feet will be subject to extension fees outlined in 5.8.3 (I) above.

CHAPTER 9

Reserved

CHAPTER 10

OVERHEAD SERVICE TO A SINGLE CUSTOMER FROM A PRIMARY OVERHEAD SYSTEM (PRIMARY METERING)

5.10.1. SERVICE AT PRIMARY VOLTAGE TO CONSUMER-OWNED OVERHEAD EQUIPMENT (PRIMARY METERING)

If the consumer requests single phase or three phase overhead service from SEU's primary system (7,200 or 12,470 volts), SEU, if it finds such service to be feasible, will provide the service based upon the following criteria.

5.10.2. SEU RESPONSIBILITY

- A. Requests for service to primary metered loads should be made far in advance. Requests will be analyzed in view of SEU's extension policy as covered herein or considered as special cases.
- B. For primary metered, overhead service, SEU will terminate its primary overhead conductors on the line side of the customer's switch.
- C. The point of delivery will be defined as the line side of the customer's gang operated disconnect switch.
- D. Metering will be done at primary voltage with equipment placed on a pole one span prior to the customer's point of service.
- E. At the option of SEU, and only in special cases, the metering may be done on the secondary voltage side of the service. In this case, plans for the facilities to be provided for the meter installation are to be submitted to SEU before the work is started in order to assure compliance with City and regulatory code requirements.

5.10.3. CUSTOMER'S RESPONSIBILITY

- A. The customer shall be responsible for the installation, ownership, maintenance, and operation of the customer's distribution system beginning with the gang operated switch and the pole on which it is mounted.
- B. The customer shall be responsible for providing qualified personnel trained in high-voltage maintenance and operations to oversee his system and equipment. SEU is not required to provide personnel, materials, or equipment for repairs on any equipment on the customer's side of the point of service.
- C. Customer shall prepay for balance of all utility-supplied materials and equipment including, but not limited to primary overhead wire, poles, and line hardware. SEU will install, operate and maintain the primary overhead system to the line terminations at the customer's gang operated switch.

5.10.4. CUSTOMER'S OVERHEAD SERVICE EQUIPMENT

- A. The customer shall supply a lockable, gang operated, 15 KV, load break switch as its point of service. The switch shall be of sufficient capacity to carry the customer's maximum electrical loads and to open successfully under loaded conditions.
- B. The switch shall be mounted on a substantial and sound pole owned and installed by the customer on the customer's property. As a minimum, the pole shall be a 40' Class 2, Southern Yellow Pine or steel pole equivalent to that size and class.
- C. The customer's gang operated switch shall have an insulated operating handle and shall be operable by the customer's employees from ground level.

- D. The customer shall provide a set of high voltage fuses sized for his electrical load and installed on the switch pole immediately after the switch. The fuses shall have an interrupt rating exceeding the available fault current at that location on the electric system.

5.10.5. SUBMETERING

Wording in this section shall not prohibit SEU from installing primary or secondary voltage sub metering equipment if necessary for metering customer usage for special tariffs.

5.10.6. TRANSMISSION VOLTAGE SERVICES

- A. Primary service at the transmission voltage of 69 KV may be available to qualified industrial customers in certain areas of the SEU system. If the size of the proposed industrial load indicates or requires a transmission voltage service, as determined by SEU staff, the general intent of this chapter shall be applied to the proposed service, but at the corresponding higher voltage and with the appropriate higher voltage class of equipment. In general, the minimum required customer loading needed to qualify for transmission voltage class service shall be any coincident customer demands greater than 10,000 KW.
- B. The customer shall contact SEU staff for a determination of the availability of such service. It is noted that transmission line construction and source substation modifications will require a significant lead time, and the customer should contact SEU as soon as possible to avoid excessive delays in receiving transmission voltage service.

CHAPTER 11

Reserved

CHAPTER 12

CUSTOMER COST CALCULATIONS

5.12.1. TEMPORARY ELECTRIC SERVICE

- A. A Temporary service may be provided for short-term use. The connection fee will be calculated by SEU for each service application. Customer shall pay connection fee prior to commencement of service installation. Building construction temporary service shall not be subject to the connection charge.
- B. Temporary service for building construction shall be metered and installed according to SEU construction standards. Billing shall be at the current General Service (GS) rate.
- C. **Reserved**

5.12.2. MODIFICATIONS OF SEU'S ELECTRICAL SYSTEM

SEU attempts to install its electrical system equipment on, over, and in easements, designated rights-of-way, and public property. SEU will consider relocating existing facilities in these areas only in the following cases.

- A. **Equipment Relocation and/or Removal for Property Owner's Convenience.**

The relocation and/or removal, for the convenience of a property owner, of an existing underground or overhead line, pad mount transformer, junction box, pedestal, guy, pole, street light, and/or other piece of equipment or conductor which is properly located on an easement, right-of-way, or public property, will only be performed if the following conditions are met:

- 1) **Relocation and/or removal work performed by SEU:** The requesting property owner shall pay the total estimated cost for installing, removing, and/or relocating the affected facilities. The cost to the property owner shall include the costs of all new materials and the labor and equipment needed to perform the work. The estimated costs shall be paid prior to the work. After completion of the work, any excess contribution shall be returned to the customer; if the actual cost was higher than estimated, the additional cost will be billed to the customer. **Exception:** If utility facilities are located upon, over, or under private property without a recorded easement and have openly existed at this location for more than 15 years, SEU will assume up to 50% of the relocation costs provided property owner grants or obtains, with no costs to utility, the easements necessary to serve any customers affected by the relocation of facilities.
- 2) **Relocation work performed by Third Party:** At SEU's option, the property owner may be required to hire an outside professional engineer to prepare a utility relocation plan for review by the utility. Once a relocation plan is approved by the utility, the property owner may then be required to hire an electrical contractor to perform the actual relocation work to the satisfaction of the design engineer and utility. "As-built" plans and a one year maintenance bond shall be submitted to SEU before final approval of construction, issuance of related building permits and provision of electric service.
- 3) **Relocation of Equipment:** Regardless of who performs the relocation work, the system equipment will only be relocated onto another easement, right-of-way, or public property location. If none is readily available, then a suitable qualifying location must be procured or the equipment will not be relocated.
- 4) **Cost of Easements:** If the relocation requires that additional easement(s) be acquired by or on behalf of the City, the cost(s) involved in securing the required easement(s) shall be included in the estimated cost of the construction.

B. Electrical Equipment Relocations Caused by Property Owner's Infringement on Clearance Spaces: When a property owner knowingly or unknowingly constructs a structure, deck, sign, wall, fence, or other obstruction which creates a violation of clearances from overhead or underground electric facilities as defined in the National Electric Safety Code (ANSI C2), or as required by SEU construction practices, the violation must be corrected as soon as possible. Corrective action shall be the responsibility of the property owner, regardless of whether the obstruction was constructed with or without the knowledge and/or approval of SEU. The property owner shall be given the following alternatives:

- 1) The property owner, at his expense, may remove the structure causing the violation, or the violating part thereof, to the level or location at which the structure is no longer in violation.

- 2) SEU will relocate the electric facilities, as required, to eliminate the clearance violation. All costs associated with this relocation shall be charged to the property owner. Charges may be paid outright or billed in equal monthly installments on the electric bill over a 12 month period.
- C. **Relocations to Provide Clearances for House Moves and Transport of Oversized Materials:** Where a house, structure, or equipment is to be moved upon, across, or over roadways, or along a way over which electric wires are strung, advance notice in writing must be made to SEU in accordance with Chapter 10, Article VI of the City Code. Notice shall include the dimensions of the object, the time of the move, and the precise route over which the object is to be moved. For moves that occur during regular business hours, SEU will provide the manpower necessary for clearance work without charge. If the move involves after- hours work and/or material costs, SEU will calculate the estimated costs involved in providing clearance to overhead power lines. Payment shall be made to SEU in advance for these estimated costs involved in providing the necessary clearance. In no case shall anyone other than employees of SEU remove, cut, raise, or handle any wires in connection with the moving and providing of clearance.

CHAPTER 13

STREET LIGHTING POLICY

5.13.1 STREET LIGHTS

- A. **General:** Appropriate street lighting is important to the night-time safety and way finding of both pedestrians and motorists along public streets. Street lighting is not intended for, or adequate to provide, security lighting of private property. The Director of Electric Utility shall approve of all designs and standard lighting equipment used on city street lighting projects. When selecting new lighting fixtures with light output above 9500 lumens, or mounting heights above 15 feet, it shall be the policy of SEU to use fixtures that will limit unnecessary up-light that can cause light pollution and glare that impairs safe travel along public streets.
- B. **Placement:**
- 1) SEU will attempt to place street lights at all intersections of two public streets where practical. Street lighting in new subdivisions with public streets shall be in accordance with the street lighting provisions contained within the City Code and City of Stillwater Design and Construction Standards.
 - 2) Street lighting on residential streets will not normally be placed mid-block unless there are exceptional circumstances such as a curve, significant change in elevation or the block is extremely long (in excess of 500 ft.).
 - 3) Residential cul-de-sacs or dead end streets serving four or more residential customers that exceed 250 ft. in length measured from the street light location at the intersection to the right-of-way boundary at the end shall qualify for a street light near the cul-de-sac or street's ending point.

- 4) Placement of street lights at other locations other than as described in 5.12.2.B can only be approved by special permission of the Director of Electric Utility and upon specific request. All associated costs with the installation shall be the responsibility of the customer. The customer shall provide all easements when existing easements are not available.
- 5) Nothing herein shall preclude the rental of security lights by customers at locations that do not qualify for street lighting.

C. Standard Street Lighting – Established Residential Areas:

- 1) The standard street light shall match the existing construction method in the area. Appropriate fixture and pole shall be used. Wiring shall be overhead or underground at the Utility's discretion.
- 2) If the customer requests a street light whose construction method is more expensive than the standard street light and the Director of Electric Utility determines such an installation is feasible and permits the installation, all costs above those of a standard installation shall be paid by the requesting customer(s). If the request is for replacement of a wood pole light, then the provisions of 5.13.1 G. below shall apply.

D. Standard Street Lighting – New Residential Areas:

- 1) Street lighting for new residential subdivisions with public streets shall be installed in accordance with the street lighting provisions contained within the City Code and City of Stillwater Design and Construction Standards.
- 2) Street lighting for any new residential area served overhead may have wood or metal poles with standard fixtures attached to the poles.

E. Standard Street Lighting – Non-Residential Areas:

- 1) The standard street lighting for non-residential areas shall use a variety of pole materials and fixture types selected for a given application. All new construction and materials shall conform to the SEU Electric Distribution Construction Specifications and standard drawings contained therein.
- 2) On collector and arterial streets, because of the increased traffic volume, continuous and more intense lighting is typically required. A request from a property owner, interested party in the area, or city department will prompt SEU to investigate, design and ultimately install lighting that is warranted.
- 3) Lighting installed on major arterial State controlled routes or highways must be designed in compliance with Oklahoma Department of Transportation (ODOT) regulations and be approved by ODOT prior to installation.

- F. Ownership:** All new street lighting fixtures and poles that are located along public streets will be owned, maintained and replaced as needed by SEU. All street lighting fixtures poles and service lines that are located along private streets shall be owned, maintained and replaced as needed by the property owners. Developers, homeowner associations, or

individuals shall not specify or install their own lighting fixtures on the public right-of-way.

G. Replacement of Fixtures, Overhead with Underground:

- 1) If requested by customers in an existing overhead service area, SEU will consider replacing the wood pole lights with aluminum poles and associated fixtures with underground wiring if the following conditions are met:
 - a. The customers requesting the change shall pay the total cost involved in removing the old fixtures and installing the new. This cost shall include all materials, labor, trenching, repair of affected properties, etc. involved with the project.
 - b. The customers shall aid SEU in obtaining all required easements for the equipment necessary for the underground lighting system. In no case will SEU purchase easements for this equipment.

H. Petition to Add or Remove Street Lights

- 1) Upon request by customers, SEU may consider the addition or removal of street lights on a case- by-case basis.
- 2) A petition signed by a majority of customers impacted by a street light (typically 3 of the 4 closest customers), is required before the utility will add a street light within a developed area.

I. Non-Standard Street Lights

- 1) Developers or customers may request a non-standard street light installation along public right- of-way. SEU has the sole right to approve or reject any non-standard street lights. If approved, the cost of materials and installation, including two additional poles, fixtures and accessories, shall be paid prior to the commencement of work. SEU will retain ownership of the installation, as provided in 5.13.1 F above.

5.13.2 RENTAL LIGHTS

- A. **General:** SEU will make available rental lights of various types and sizes, as economically feasible, for installation at the request of customers. Costs for installation and monthly rental rates shall be as listed in the current Outdoor Security Lighting (OSL) rate schedule.
- B. **Placement:** Rental lights will only be installed on existing wood poles in areas where overhead distribution is present. In the interest of structural integrity, rental lights shall not be attached to other types of SEU poles such as aluminum or fiberglass street lighting poles. Rental lights shall not be available in areas with underground distribution systems.

SECTION VI

OUTAGE MANAGEMENT SYSTEM

CHAPTER 1

TERMS AND CONDITIONS FOR SMS MESSAGING FOR OUTAGE AND SERVICE NOTIFICATIONS

6.1.1 PURPOSE

The Terms and Conditions for SMS Messaging for Outage and Service Notifications ("Terms") govern the use of SMS messaging services provided by the City of Stillwater and Stillwater Utilities Authority ("SUA"). Customers agree to receive SMS messages from the City of Stillwater and SUA in accordance with these Terms and Conditions and The Campaign Registry (TCR) compliance standards. Customers may opt out of SMS messaging service.

6.1.2 CONSENT AND REQUIREMENTS

By contracting for utility services with the City of Stillwater and SUA, customers provide express consent to automatically receive SMS messages regarding billing notifications, service alerts, utility outages, restoration updates, and other account-related information as part of their Contract for Utility Services. Participation in the SMS program is automatic; however, customers may opt out at any time. Upon account setup, customers will receive a confirmation message indicating their enrollment. Message frequency varies, and message & data rates may apply.

6.1.3 MESSAGE FREQUENCY AND TYPES

Message frequency may vary based on your account activity, service conditions, and system events. Messages may include, but are not limited to, billing notifications, service alerts, utility outage notifications, restoration updates, and account-related notifications. Message and data rates may apply in accordance with the customer's mobile carrier's standard messaging and data plans. Customer is solely responsible for any such charges imposed by the mobile carrier.

6.1.4 OPT-OUT INSTRUCTIONS

Customers may opt-out of receiving SMS messages at any time. To stop receiving messages, simply reply with the word "STOP" to any SMS message you receive. After sending "STOP" you will no longer receive messages.

6.1.5 LIMITATIONS OF LIABILITY

The City of Stillwater and SUA are not responsible for any delayed or undelivered messages resulting from factors beyond its control, including but not limited to mobile carrier delays or network outages. The City of Stillwater and SUA shall not be liable for any direct, indirect, incidental, consequential, or special damages arising out of or related to the use of, or inability to use, the SMS services.

6.1.6 CHANGES TO TERMS AND CONDITIONS

The City of Stillwater and SUA reserve the right to update or modify these Terms at any time. Any changes will be posted on the following website at <https://stillwaterok.gov/smstandc.htm>. Customers continued participation in the SMS program following any updates to these Terms constitutes acceptance of those changes.

CHAPTER 2

PRIVACY POLICY FOR SMS MESSAGING FOR OUTAGE AND SERVICE NOTIFICATIONS

6.2.1 PURPOSE

The City of Stillwater and SUA are committed to protecting the privacy of its customers. This Privacy Policy outlines how the City of Stillwater and SUA collect, use, and protect the information provided through its SMS services.

6.2.2 INFORMATION COLLECTION AND USE

Phone information is collected for communication purposes only. The City of Stillwater and SUA do not purchase or auto-generate phone numbers. The number provided by the customer is used exclusively to send SMS notifications regarding billing, service alerts, utility outage notifications, restoration updates, and other account-related notifications. These messages are general and do not include any personal information.

6.2.3 OPT-OUT

Customers may opt-out of receiving SMS messages at any time. To stop receiving messages, simply reply with the word "STOP" to any SMS message received. After sending "STOP" customer will no longer receive messages from the City of Stillwater and SUA.

6.2.4 NO THIRD-PARTY SHARING

The City of Stillwater and SUA will never sell, rent, or share a customer's opt-in status, phone number, or any other information with third parties for marketing purposes. Information will only be used as necessary to provide the SMS services and will not be shared with other organizations or parties.

6.2.5 NO MESSAGE STORAGE

The City of Stillwater and SUA do not store the content of any SMS messages sent. Messages are sent solely for the purpose of delivering billing notifications, service alerts, utility outage notifications, restoration updates, and other account-related notifications which are not retained by the City of Stillwater or SUA.

6.2.6 COMPLIANCE

This Privacy Policy complies with all applicable privacy laws and guidelines, including the CTIA (Cellular Telecommunications and Internet Association) standards. SMS services are used exclusively for service-related activities and remain in full compliance with all relevant regulations.

RESOLUTION NO. CC-2026-14

A RESOLUTION OF THE STILLWATER CITY COUNCIL APPROVING THE SUBMISSION OF AN APPLICATION FOR FISCAL YEAR 2026 AIRPORT IMPROVEMENT PROGRAM ENTITLEMENT FUNDS ADMINISTERED BY THE FEDERAL AVIATION ADMINISTRATION FOR AIRPORT INFRASTRUCTURE IMPROVEMENTS AT STILLWATER REGIONAL AIRPORT AND APPROVING THE ASSOCIATED BUDGET AMENDMENTS FOR THE REQUIRED SPONSOR MATCH

WHEREAS, the Federal Aviation Administration's (FAA) regular Airport Improvement Program (AIP) provides more than \$3.18 billion annually in entitlement and discretionary grant funds for a network of more than 3,300 eligible airports; and

WHEREAS, Stillwater Regional Airport intends to apply for FAA Fiscal Year (FY) 2026 AIP entitlement funds for the purpose of reconstructing the south terminal parking lot in connection with the Stillwater Regional Airport Terminal Building and Improvements Project; and

WHEREAS, the estimated total project cost is \$1,256,046 (\$103,568 of the total project cost is not eligible for the AIP funds); and

WHEREAS, the anticipated cost share under the FAA FY 2026 AIP entitlement grant is as follows: FAA: \$1,094,854 and City of Stillwater: \$57,624 (5% sponsor match); and

WHEREAS, these improvements will enhance operational efficiency and safety of airport users, particularly users of the commercial air service terminal.

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

Section 1: The City of Stillwater hereby authorizes submission of a Federal Aviation Administration grant application for FAA FY 2026 AIP entitlement funds in an amount not-to-exceed \$1,094,854 and payment of matching funds.

Section 2: The City of Stillwater hereby approves the attached Budget Amendment to appropriate funds for the required sponsor match.

Section 3: The Mayor or Vice-Mayor is hereby authorized to execute all necessary project documents including: grant applications, offers and agreements, sponsor certifications, DBE certifications, contract, and other related documents as may be required to secure funding and construct said airport project.

PASSED AND ADOPTED THIS 15TH DAY OF JUNE 2026.

CITY OF STILLWATER, OKLAHOMA
a Municipal Corporation

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 15TH DAY OF JUNE 2026.

KIMBERLY CARNLEY, CITY ATTORNEY



Budget Amendment Request
For Budget Year 2026

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

Office: 405.372.0025
Web: stillwater.org

Date: 06/08/2026

Department: Airport

Requested by: Christy Cluck

Explanation: Expenditures:
Authorize Transfer Out from the City Capital Fund to the Airport Grant Fund to fund Airport Improvement Program (AIP) grant match and contingency for construction of a parking lot near the new Airport terminal.

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Transfers Out	1050000 - 71000	\$ 177,635	\$ 161,192	\$ 338,827
		-			\$ 0
		-			\$ 0
		-			\$ 0
		-			\$ 0
Decrease:		-			\$ 0
		-			\$ 0
		-			\$ 0
		-			\$ 0
		-			\$ 0

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

\$ 161,192

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Christy Cluck

Date: 6-8-2026

Approved by CMO: _____

Date: _____

Approved by City Council: Yes No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--



Budget Amendment Request
For Budget Year 2026

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

Office: 405.372.0025
Web: stillwater.org

Date: 06/08/2026

Department: Airport

Requested by: Christy Cluck

Explanation: Revenue:
Authorize Transfer In from the City Capital Fund to Airport Grants Fund to fund Airport Improvement Program (AIP) grant match and contingency for construction of a parking lot near the new Airport terminal.

Account Name	Account Number (xxxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Transfers In	8200000 - 61000	\$ 860,261	\$ 161,192	\$ 1,021,453
		-			\$ 0
		-			\$ 0
		-			\$ 0
		-			\$ 0
Decrease:		-			\$ 0
		-			\$ 0
		-			\$ 0
		-			\$ 0
		-			\$ 0

Net Change: (will usually result in a total increase or decrease) \$ 161,192

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Christy Cluck

Date: 6-8-2026

Approved by CMO: _____

Date: _____

Approved by City Council: Yes No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--



Budget Amendment Request
For Budget Year 2026

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

Office: 405.372.0025
Web: stillwater.org

Date: 06/08/2026

Department: Airport

Requested by: Christy Cluck

Explanation: Expenditures:
To appropriate funds for Airport Improvement Program (AIP) grant match and contingency for construction of a parking lot near the new Airport terminal.

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	AIP Grant	8207010 - 54009	26AP09820	\$ 0	\$ 161,192
		-			\$ 0
		-			\$ 0
		-			\$ 0
		-			\$ 0
Decrease:		-			\$ 0
		-			\$ 0
		-			\$ 0
		-			\$ 0
		-			\$ 0

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

\$ 161,192

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Christy Cluck

Date: 6-8-2026

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-

RESOLUTION CC-2026-15; SUA-2026-3

A RESOLUTION ESTABLISHING THE CITY OF STILLWATER BOOK OF FEES; ADOPTING CHANGES TO UTILITY BILLING AND SERVICES FEES AND CHARGES; AND APPROVING THE ANNUAL FEE FOR SHORT-TERM RENTAL LICENSES

WHEREAS, the City of Stillwater is establishing a “Book of Fees” which will be a comprehensive fee schedule that sets forth the rates, charges, and fees of the City of Stillwater and its public trusts; and

WHEREAS, development of a comprehensive fee schedule promotes efficiency and improves the annual review process; and

WHEREAS, the City is working through a process to compile all existing rates, charges, and fees to the Book of Fees in order to have one comprehensive document; and

WHEREAS, moving forward any changes to, or adoption of new, rates, charges, and fees shall be set forth in the Book of Fees; and

WHEREAS, the Fees and Charges for Utility Services and Billing have been reviewed, and it has been determined that revisions are necessary and appropriate for the operation and administration of utility services; and

WHEREAS, the license fee for Short-Term Rentals has been reviewed in connection with city code changes, and it has been determined that revisions are necessary and an annual fee should be established as reasonable and appropriate to ensure sufficient recovery of the related administrative, compliance, and enforcement costs.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STILLWATER AND THE TRUSTEES OF THE STILLWATER UTILITIES AUTHORITY THAT:

Section 1. The City of Stillwater Book of Fees is hereby established as set forth in the attachment. City staff is directed to continue the process of compilation of all rates, charges, and fees into one comprehensive schedule. All existing rates, charges, and fees of the City of Stillwater and the Stillwater Utilities Authority shall remain in full force and effect until such time as they are included in the Book of Fees by further resolution.

Section 2. The changes to Utility and Billing Services fees and charges are hereby approved as set forth in the Book of Fees.

Section 3. The annual Short-Term Rental License Fee is hereby approved as set for the in the Book of Fees.

APPROVED AND ADOPTED THIS 15th DAY OF JUNE, 2026.

CITY OF STILLWATER, OKLAHOMA
a Municipal Corporation

William H. Joyce, Mayor

(SEAL)
ATTEST:

Teresa Kadavy
City Clerk

STILLWATER UTILITIES AUTHORITY
a Public Trust

William H. Joyce, Chair

(SEAL)
ATTEST:

Teresa Kadavy
Secretary

APPROVED AS TO FORM AND LEGALITY THIS 15TH DAY OF JUNE, 2026.

Kimberly Carnley
City Attorney/General Counsel

CITY OF STILLWATER

BOOK OF FEES

TABLE OF CONTENTS

DEVELOPMENT SERVICES
UTILITY & BILLING SERVICES

DEVELOPMENT SERVICES

Short-Term Rentals		
Annual Short-Term Rental License	\$250.00	City Code § 23-115.3(4)

UTILITY & BILLING SERVICES

INSTALLATION AND RECONNECTION FEES City Code § 41-50		
Processing Fee: New Service Installation During Normal Working Hours (Billed to Account)	Electric Service	\$15.00
	Water Service (without Electric Service)	\$55.00
	Garbage Service Only	\$15.00
Processing Fee: New Service Installation After Normal Working Hours (Prepaid by Check or Money Order)	Electric Service and/or Water Service	\$60.00
Disconnect Fee for Non-Payment or Failure to Complete Temporary Service Arrangements	Electric Service	\$15.00
	Water Service (without Electric Service)	\$55.00
	Garbage Service Only	\$15.00
Reconnection Fee: During Normal Working Hours (Billed to Account)	Electric Service	\$15.00
	Water Service (without Electric Service)	\$55.00
	Garbage Service Only	\$15.00
Reconnection Fee: After Normal Working Hours (Prepaid by Check or Money Order)	\$55.00	
Replacement Fee for Water Meter Removed to Avoid Base Charge (Prepaid)	\$55.00	
Installation, Removal, or Relocation Fee of a Hydrant Meter Assembly	\$125.00	
Customer Service Fee for the Purchase of Bulk Water	\$10.00 per load	

ADVANCED METERING INFRASTRUCTURE (AMI) OPT-OUT FEES

City Code § 41-50

Enrollment Fee for AMI Opt-Out Customers ¹	\$55.00
Change Meter Fee for AMI Opt-Out Customers ²	\$55.00
Monthly Recurring Fee for AMI Opt-Out Customers	\$28.00

MISCELLANEOUS FEES AND CHARGES

City Code §§ 41-50; 41-699

Electric Meter Test Fee	\$55.00 per test
Water Meter Test Fee	\$150.00 per test for ¾-inch and 1-inch meters; meters greater than 1-inch billed at actual cost
Penalty Fee ³	10% of outstanding balance, not to exceed \$2,500.00
Returned Check, Bank Draft, or Electronic Payment Fee	\$50.00
Stop Payment Fee ⁴	\$50.00 (90 days or less); \$0 (more than 90 days)
Cut-Off Notice Fee ⁵	\$5.00 per notice

¹ The Enrollment Fee for AMI Opt-Out Customers applies each time a customer establishes service at a new location.

² The Change Meter Fee for AMI Opt-Out Customers applies when a meter or Meter Transmission Unit (MTU) must be removed or installed to accommodate AMI opt-out status. A customer returning to AMI service for the first time shall not be charged the Change Meter Fee. Subsequent opt-in or opt-out requests requiring a meter change or MTU installation shall be subject to the fee.

³ The Penalty Fee shall be calculated based on the customer's total outstanding utility account balance when the monthly bill is determined to be past due.

⁴ No Stop Payment Fee shall be assessed if more than 90 days have elapsed since the check issuance date.

⁵ No Cut-Off Notice Fee shall be charged for the first notice issued during any 12-month period.

UTILITY DEPOSITS
City Code § 41-50

Residential Deposit Schedule

Any Service or Combination of Services without electricity	No Risk	\$0.00
	Minimum Risk	\$50.00
	Maximum Risk	\$100.00
"Senior Citizen" (Over 62 and living in the residence for which service is being requested)	No Risk	\$0.00
	Minimum Risk	\$50.00
	Maximum Risk	\$200.00
Any Service or Combination of Services with Electricity	No Risk	\$0.00
	Minimum Risk	\$100.00
	Maximum Risk	\$200.00

Additional Deposit for Accounts Disconnected for Non-Payment⁶

\$25.00

Commercial Deposit / Non-Residential Schedule

Initial Commercial / Non-Residential Deposit ⁷	2-Month Billing Average; Minimum \$100.00
Additional Deposit Due to Payment History	3-Month Billing Average
Additional Deposit for Accounts Disconnected for Non-Payment ⁸	3-Month Billing Average or \$100.00 if maximum deposit amount has been reached

Hydrant Meters

Deposit	\$2,000.00
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⁶ Accounts disconnected for non-payment or for which a service technician has been dispatched to disconnect service, shall be required to pay an additional \$25.00 towards the deposit once the maximum amount has been reached.

⁷ Commercial / Non-Residential Deposits shall be collected in an amount equal to the customer's actual or estimated 2-month billing average, as determined from City records, with a minimum deposit of \$100.00.

⁸ Accounts for which a service technician has arrived at a location to disconnect service for non-payment, shall pay the amount necessary to bring the account to the maximum deposit amount (three months average) or an additional \$100.00 if the maximum amount has been reached.

ORDINANCE NO. 3611

AN ORDINANCE REZONING A TRACT OF LAND LOCATED AT 702 S ADAMS STREET FROM SMALL LOT SINGLE-FAMILY (RSS) TO PUBLIC (P).

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

Parcel located at 702 S ADAMS STREET:

LOTS ONE (1) AND TWO (2) IN BLOCK TWO (2) DOUGLAS ADDITION, TO THE CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

be and the same is hereby rezoned from RSS (SMALL LOT SINGLE-FAMILY RESIDENTIAL) to P (PUBLIC).

PASSED, APPROVED, AND ADOPTED THIS ____ DAY OF _____, 2026.

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS ____ DAY OF _____, 2026.

KIMBERLY CARNLEY, CITY ATTORNEY

First Reading: 06/15/2026
Second Reading:

ORDINANCE NO. 3612

AN ORDINANCE REZONING APPROXIMATELY 20.02 ACRES (M/L) OF LAND LOCATED AT 6603 AND 6711 W. 6TH AVENUE AND THE NORTHERN PORTION OF 603 S. RANGE WEST ROAD FROM COMMERCIAL GENERAL (CG) TO TWO-FAMILY AND MULTI-FAMILY (RTM).

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

Parcels located at 6603 AND 6711 W. 6TH AVENUE AND 603 S. RANGE WEST ROAD:

A tract of land in the Northeast Quarter of Section 24, Township 19 North, Range 1 East of the Indian Meridian, Payne County, Oklahoma, being more particularly described as follows: Beginning at the Northwest Comer of said Northeast Quarter; thence, on a bearing of South 00 degrees 07 minutes 25 seconds East, along the west line of said Northeast Quarter, a distance of 660.28 feet; thence, a bearing of South 89 degrees 49 minutes 38 seconds East, a distance of 1320.81 feet; thence, on a bearing of North 00 degrees 02 minutes 47 seconds West, a distance of 659.65 feet, to a point on the north line of said Northeast Quarter; thence, on a bearing of North 89 degrees 48 minutes 00 seconds West, along said north line, a distance of 1321.70 feet, to the Point of Beginning, said tract containing 20.02 acres more or less and subject to all easements of record.

be and the same is hereby rezoned from CG (COMMERCIAL GENERAL) to TWO-FAMILY AND MULTI-FAMILY (RTM).

PASSED, APPROVED, AND ADOPTED THIS ____ DAY OF _____, 2026.

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS ____ DAY OF _____, 2026.

KIMBERLY CARNLEY, CITY ATTORNEY

First Reading: 06/15/2026
Second Reading:

ORDINANCE NO. 3613

AN ORDINANCE AMENDING THE STILLWATER CITY CODE CHAPTER 12, BUSINESSES, ARTICLE II, FOOD SERVICE OPERATORS, SECTION 12-20, DEFINITIONS BY REMOVING THE DEFINITION FOR MOBILE FOOD SERVICE ESTABLISHMENT; AMENDING SECTION 12-22, EXEMPTION OF REQUIREMENT BY REMOVING REFERENCES TO MOBILE FOOD SERVICE ESTABLISHMENTS; AMENDING CHAPTER 12, BUSINESSES, ARTICLE IV, ITINERANT MERCHANTS AND PEDDLERS, DIVISION 1, GENERALLY, SECTION 12-117, DEFINITIONS BY REMOVING MOBILE FOOD ESTABLISHMENTS FROM THE DEFINITION OF ITINERANT MERCHANT; AMENDING SECTION 12-140, APPLICATION BY REMOVING REQUIREMENTS FOR MOBILE FOOD SERVICE ESTABLISHMENTS; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY.

(AMENDMENTS HIGHLIGHTED BY STRIKETHROUGH AND UNDERLINING)

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

SECTION 1: The Stillwater City Code, Chapter 12, Business, Article II, Food Service Operators, Section 12-20, Definitions, to be amended as follows:

Sec. 12-20. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Critical violations or priority issues means violations noted in an inspection of a food establishment that is more likely to contribute to food contamination, illness, or environmental health hazard and is denoted on OAC 310:257-15-41.

Food means any raw, cooked, or processed edible substance, ice, beverage or ingredient used or intended for use or for sale, in whole or in part, for human consumption.

Food service establishment.

- (1) The term "food service establishment" means any place where food is prepared and intended for individual portion service, and includes the site at which individual portions are provided. The term "food service establishment" includes the following:
 - a. Establishments which are covered by the permit, license or certificate requirement of the state.
 - b. Any such place regardless of whether consumption is on or off the premises and regardless of whether there is a charge for the food.

- c. Delicatessen-type operations that prepare sandwiches intended for individual portion service.
- (2) The term "food service establishment" does not include private homes where food is prepared or served for individual family consumption, the location of food vending machines, and supply vehicles.

Food service establishment shall not include mobile food establishments, mobile push carts, or mobile retail food establishments as defined in Article III of this chapter.

Law includes all applicable federal, state and local statutes, ordinances, and regulations.

~~*Mobile food service establishment means one of two types of mobile food units:*~~

- ~~(a) A restricted unit that offers only prepackaged food in individual servings; beverages that are not potentially hazardous and are dispensed from covered urns or other protected vessels; and prepackaged frozen foods. Preparation, assembly or cooking of foods is not allowed.~~
- ~~(b) An unrestricted unit that may serve food as allowed in (a), may cook, prepare and assemble a full menu of food items;
 - ~~(1) Except as provided in subsection (2) below, an unrestricted unit must be secured and completely enclosed; and~~
 - ~~(2) Foods such as hot dogs, coffee, or shaved ice, or food with prior approval from the Payne County Health Department, may be served from vehicles with three sides and a cover.~~~~

~~This definition includes the following categories of mobile food establishments: full-service mobile, pre-packaged mobile, pusheart, and prepackaged pusheart, as set forth in OAC 310:251-17-1 through 310:257-17-6 and other Oklahoma State Department of Health regulations and guidelines issued in accordance with 63 O.S. § 1-1101, et seq.~~

Packaged means bottled, canned, cartoned, or securely wrapped.

Person includes any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, governmental entity, or any other legal entity, or their legal representatives, agents or assigns.

Person in charge means the individual present in a food service establishment who is the apparent supervisor of the food service establishment at the time of inspection. If no individual is the apparent supervisor, then any employee present is the person in charge.

Regulatory authority means the state and/or local enforcement authority or authorities having jurisdiction over the food service establishment.

Repeated violation means violation of the same item on two consecutive inspections.

Supervisory personnel means the certificate holder, individuals having supervisory or management duties and any other person working in a food service establishment who may be in charge of its operation.

Temporary means a food service establishment that operates at a fixed location for a period of time of not more than 14 consecutive days in conjunction with a single event or celebration.

SECTION 2: The Stillwater City Code, Chapter 12, Business, Article II, Food Service Operators, Section 12-22, Exemption of requirement, to be amended as follows:

Sec. 12-22. Exemption of requirement.

- (a) A food service operator's certificate shall not be required of food service establishments which are exempt from the permit requirements. Exemption shall also include establishments providing only beverages and/or pre-packaged foods, temporary food service establishments, ~~mobile food service establishments~~, and establishments that do not engage in preparation of food.
- (b) Exempted establishments shall be required by the regulatory authority to obtain certification if there are numerous critical or repeated food Code violations in said establishment, or, in the judgment of the regulatory authority, the nature of the operation requires food operator certification.
- (c) Notification or changes to the exemption status of an establishment will be made in writing to the owner, manager or person in charge of said establishment.

SECTION 3: The Stillwater City Code, Chapter 12, Business, Article IV, Itinerant Merchants and Peddlers, Division 1, Generally, Section 12-117, Definitions, to be amended as follows:

Sec. 12-117. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Itinerant merchant means any person, whether as owner, agent, consignee or employee, whether a resident of the city or not, who engages in a temporary business of selling and delivering or rental of goods, wares, food products and merchandise within said city, and who, in furtherance of such purpose, hires, leases, uses or occupies any building, structure, motor vehicle, tent, railroad box car or public room in hotels, lodginghouses, apartments, shops, or any street, alley, public or private parking lot, or other place within the city, for the exhibition and sale or rental of such goods, wares and merchandise, either privately or at public auction, provided that such definition shall not be construed to include any person, firm, or corporation who, while occupying such temporary location, does not sell from stock, but exhibits samples only for the purpose of securing orders for future delivery only. The person so engaged shall not be relieved from complying with the provisions of this article merely by reason of associating temporarily with any local dealer, trader, merchant or auctioneer, or by conducting such transient business in connection with, as a part of, or in the name of any local dealer, trader, merchant or

auctioneer. The term "itinerant merchant" shall also include transient merchants, and itinerant vendors, ~~and mobile food establishments as defined in section 12-20 of this Code.~~

Peddler means any person, whether a resident of the city or not, traveling by foot, wagon, motor vehicle, or any other type of conveyance, from place to place, from house to house, or from street to street, carrying, conveying or transporting goods, wares or merchandise, offering and exposing the same for sale, or making sales and delivering articles to purchasers. The term "peddler" shall include the terms "hawker" and "huckster."

SECTION 4: The Stillwater City Code, Chapter 12, Business, Article IV, Itinerant Merchants and Peddlers, Division 2, License, Section 12-140, Application, to be amended as follows:

Sec. 12-140. Application.

Applicants for license under this article shall file a written sworn application signed by the applicant, if an individual, by all partners if a partnership, and by the president or chief executive officer if a corporation, association, club or society with the city clerk, showing:

- (1) With respect to the applicant:
 - a. Name, permanent address and local address, if any, telephone number, and, driver's license;
 - b. Name of the person having the management or supervision of the applicant's business during the time such business will be carried on in the city; the permanent address or addresses of such person; the local address of such person;
 - c. Name and address of the person, firm or corporation for whose account the business will be carried on, if any;
 - d. Capacity in which the applicant will act (that is whether as proprietor, agent or otherwise);
 - e. If applicant is a corporation, under the laws of what state the same is incorporated;
- (2) The place or places in the city where it is proposed to carry on applicant's business;
- (3) The length of time during which it is proposed that said business shall be conducted;
- (4) If applicant is applying for an itinerant merchant's license, the place, other than the permanent place of business of the applicant where applicant within the six months next preceding the date of said application conducted a temporary business, stating the nature thereof and giving the post office and street address of any building or office in which such business was conducted;
- (5) With respect to the goods, wares or merchandise to be sold or offered for sale, a statement of:
 - a. Their nature or kind;
 - b. Their invoice value and quality;
 - c. Whether they are to be sold at auction, or by direct sale, or by direct sale and by taking orders for future delivery;
 - d. Where they are manufactured or produced;
 - e. Where they are located at the time the application is filed;
- (6) A brief statement of the nature and character of the advertising done or proposed to be done in order to attract customers, (such as handbills, circular newspaper advertising, radio advertising, etc.);

- (7) Whether or not the person having the management or supervision of the applicant's business have been convicted of a crime, misdemeanor or the violation of any city ordinance, the nature of such offense and the punishment assessed therefor;
- (8) A copy of the applicant's state sales tax permit including the sales tax permit number, or if the applicant is a charitable or religious organization, a copy of the applicant's state sales tax exemption;
- (9) If the application requests an itinerant merchant's license, written approval from the director of development services, or designee, approving the place within the city where the temporary business will be located.
- ~~(10) Subsections (4), (5), and (9) shall not apply to an applicant for an itinerant merchant's license operating a mobile food service establishment as defined by section 12-20 of this Code.~~
- ~~(11) The operator of a mobile food service establishment as defined by section 12-20 of this Code applying for an itinerant merchant's license shall provide the city clerk a copy of a current food service establishment license issued by the Payne County Health Department. Said operator shall provide the city clerk a copy of any renewal of such food service establishment license within 30 days of receipt thereof during the term of any itinerant merchant's license issued under this section.~~

SECTION 5: REPEALER. All ordinances or parts of ordinances conflicting or inconsistent with the provisions of this ordinance are hereby repealed.

SECTION 6: SEVERABILITY. If any section, subsection, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by a Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Ordinance.

Passed, approved, and adopted this ____ day of _____, 2026.

William H. Joyce, Mayor

(Seal)
Attest:

Teresa Kadavy, City Clerk

Approved as to form and legality this ____ day of _____, 2026.

Kimberly Carnley, City Attorney

First Reading: 6/15/2026
Second Reading:



REPORT TO: CITY COUNCIL

MEETING DATE: JUNE 15, 2026

Agenda Item:

d. CC-26-113

Previous/Related Action:

Background/Issue:

Oklahoma recently overhauled its mobile food establishment regulations through two major pieces of legislation: the Food Truck Freedom Act (HB 1076) codified at 63 O.S. § 1-1150 et seq. and fire safety HB 2459 codified at 74 O.S. § 325.20. These laws create a streamlined statewide licensing system while also introducing stricter fire safety mandates.

Proposal/Solution:

This ordinance change ensures that food trucks operating in the City are in compliance with state law while also providing clarity on locations where mobile food establishments may set up and when.

Key points:

- Compliance with Oklahoma State Department of Health food establishment license, new fire and safety rules through annual inspection from the Oklahoma State Fire Marshal, and operational requirements as outlined in state law.
- Requires City of Stillwater Mobile Food Establishment License in recognition of the state license and requirement before operation within the city limits of Stillwater.
- Clarifies allowable locations: private property with owner permission; public property in connection with a special event permit; Boomer Lake Park, Southern Woods Park, and Couch Park; additional park locations with appropriate park permit; and upon invitation at locations hosting a recreational or competitive sports programs or events conducted by an organization pursuant to a valid operating agreement with the City.
- Mirrors state law on time limits associated with mobile food establishments.
- Mirrors state law on operational standards and set up for

	mobile food establishments.
Financial Source/Impact:	None
Related Pillar(s):	
Recommended Action/Motion:	Advance ordinance to second read.
Prepared By:	
Reviewed By:	Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. 3614.firstread Mobile Food Establishments

ORDINANCE NO. 3614

AN ORDINANCE AMENDING THE STILLWATER CITY CODE CHAPTER 12, BUSINESSES BY CREATING ARTICLE III, MOBILE FOOD ESTABLISHMENTS; CREATING SECTION 12-58, DEFINITIONS; CREATING SECTION 12-59, MOBILE FOOD ESTABLISHMENT LICENSE REQUIRED; CREATING SECTION 12-60, OPERATION; CREATING 12-61, PENALTY; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY.

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

SECTION 1: The Stillwater City Code, Chapter 12, Businesses by creating Article III, Mobile Food Establishments to be read as follows:

Article III. Mobile Food Establishments.

SECTION 2: The Stillwater City Code, Chapter 12, Businesses, Article III, Mobile Food Establishments, by creating Section 12-58, Definitions, to be read as follows:

Sec. 12-58. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section as defined in Title 63, Section 1-1101 of the Oklahoma Statutes, except where the context clearly indicates a different meaning:

Mobile food establishment means a facility including a trailer, that prepares food and beverages, is vehicle mounted, is road-approved by the Department of Transportation including wheels and axles, is readily moveable, and remains at one physical address for no more than 12 hours at one time, unless the mobile food establishment is operating on private property. A mobile food establishment operating on private property may remain at one physical address for no more than 14 days.

Mobile push cart means a non-self-propelled food until that can be manually moved by an average person without being vehicle mounted.

Mobile retail food establishment means a licensed enterprise which sells packaged foods from a stationary display at a location some distance from the establishment but still at the same physical address for no more than 12 hours; provided, the licensed unit is on the premises and readily available for inspection and the food has been prepared in a facility that is regulated by the good manufacturing practices in Title 21 of the Code of Federal Regulations or pursuant to Section 310:260 of the Oklahoma Administrative Code, Good Manufacturing Practice Regulations, Oklahoma Department of Agriculture, Food, and Forestry, and United States Department of Agriculture, or the Food Truck Freedom Act established in Title 63 of the Oklahoma Statutes.

Mobile food vendor means any person who dispenses food or beverages from a mobile food establishment, mobile push cart, or mobile retail food establishment.

Mobile food vending means dispensing food or beverages from a food vending vehicle.

Food vending vehicle means a mobile food establishment, mobile push cart, or mobile retail food establishment.

Temporary mass gathering means an actual or reasonably anticipated assembly of 300 or more people for an event that continues, or reasonably can be expected to continue, for 2 or more hours per day.

SECTION 3: The Stillwater City Code, Chapter 12, Businesses, Article III, Mobile Food Establishments, by creating Section 12-59, Mobile food establishment license, to be read as follows:

Sec. 12-59. Mobile food establishment license required.

- (a) It shall be unlawful for any mobile food vendor to operate a mobile food establishment within the city without first obtaining the applicable mobile food establishment licenses issued by the State of Oklahoma and relevant Oklahoma Liquefied Petroleum Gas and State Fire Marshal permits as required by the laws of the State of Oklahoma and provisions of this article.
- (b) A mobile food vendor with a lawful and valid State of Oklahoma food establishment license may operate in the City of Stillwater upon submitting an application for a City of Stillwater Mobile Food Establishment License, providing a copy of its State of Oklahoma food establishment license and any applicable Oklahoma Liquefied Petroleum Gas and State Fire Marshal permits, remitting the applicable license fee as established by resolution of the City Council to the City Clerk, and obtaining a City of Stillwater Mobile Food Establishment License. The city license shall be issued in recognition of the mobile food vendor's State of Oklahoma food establishment license and applicable permits. A mobile food vendor shall also submit its Oklahoma Sales Tax Permit to the City Clerk when applying for a City of Stillwater Mobile Food Establishment License. Stillwater sales tax shall be applicable to all sales made in connection with operating in the City of Stillwater.
- (c) A City of Stillwater Mobile Food Establishment License shall be valid for 1 year from the date of issuance. A mobile food vendor shall be required to apply for a new yearly license upon expiration of its City of Stillwater Mobile Food Establishment License.
- (d) The City of Stillwater shall recognize a lawful and valid state food establishment license and authorize the mobile food vendor to operate within its corporate limit within 5 business days of receipt of the state license and verification of compliance with local regulations.

SECTION 4: The Stillwater City Code, Chapter 12, Businesses, Article III, Mobile Food Establishments, by creating Section 12-60, Operation, to be read as follows:

Sec. 12-60. Operation.

- (a) A mobile food vendor may operate on private property under the following circumstances:
 - (1) The property is located in a Commercial Shopping (CS), Commercial Business (CB), Commercial General (CG), Light Industrial (IL), or General Industrial (IG) zoning district and the mobile food vendor has permission of the property owner, designee, or lessor;
 - (2) The property is located in a Large Lot Single-Family Residential (RSL), Small Lot Single-Family Residential (RSS), Two-Family Residential (RT), Two-Family and Multi-Family (RTM), Multi-Family Intermediate (RMI), Multi-Family Urban (RMU), High Rise (HR), or Mobile/Manufactured Home (MH) zoning district and the mobile food vendor has been invited by a resident or group of residents in that district to operate on their property for the purpose of serving food to that resident or group of residents, or their guests; provided, however, that the operation of mobile food vendors on the subject property shall not exceed 12 days per year; and
 - (3) The mobile food vendor would not cause a nuisance.
- (b) Mobile food vendors are prohibited from operating while upon any public street, public right-of-way, city-owned public parking lot or parking space, or city-owned property unless otherwise permitted in accordance with this Code or applicable Special Event Permit.
- (c) A mobile food vendor operating in a city-owned, public park shall first obtain a City of Stillwater Mobile Food Establishment Park Permit and remit payment of fees as established by resolution of the City Council prior to operating in a city-owned, public park. Provided, however, a mobile food vendor may operate on the park side of the street without a City of Stillwater Mobile Food Establishment Park Permit at the following city-owned, public parks; this exemption shall not apply during any special event for which a Special Event Permit has been issued by the City.
 - (1) Boomer Lake Park
 - (2) Southern Woods Park
 - (3) Couch Park
- (d) Mobile food vendors may operate in a city-owned, public park without a City of Stillwater Mobile Food Establishment Park Permit in connection with recreational or competitive sports programs or events conducted by an organization pursuant to a valid operating agreement with the City. Mobile food vendors shall obtain written authorization from the organization conducting the recreational or competitive sports program or event prior to operating in a city-owned, public park.
- (e) No mobile food vendor may stop for longer than 12 hours at a single location or address in a 24-hour period. For purposes of this Section, a single location or address shall include a single parking lot shared by multiple businesses. This section shall not apply during any special event for which a Special Event Permit has been issued by the City.
- (f) When operating a mobile food establishment, the mobile food vendor shall:

- (1) Maintain the food vending vehicle in good operating order.
- (2) Provide a waste receptacle for customers that is visible and request that customers use it.
- (3) Remove and dispose of all refuse within a 25-foot radius of the mobile food vendor's operating area at the conclusion of operation.
- (4) Display the mobile food vendor's State of Oklahoma food establishment license and City of Stillwater Mobile Food Establishment License in a conspicuous location for public view.
- (5) Install and maintain a portable fire extinguisher in accordance with the most current version of NFPA 10: Standard for Portable Fire Extinguishers if the mobile food establishment utilizes electric energy, liquefied petroleum gas, compressed natural gas, or a combination thereof for cooking.
- (6) If serving food at a temporary mass gathering, notify the State Department of Health and the City of Stillwater of the location of the gathering and the dates the mobile food vendor will operate at the temporary mass gathering at least 10 business days prior to the gathering.
- (7) If operating in a city-owned, public park or at an event sponsored by the city, the mobile food vendor shall maintain an insurance policy that names the City of Stillwater as an additional insured in amounts equal to the liability limits set forth in the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq.

(g) When operating a mobile food establishment, the mobile food vendor shall not:

- (1) Operate a mobile food establishment with a noisemaking device that exceeds 75 decibels measured at 23 feet from the food vending vehicle during the hours of 10:00 p.m. and 8:00 a.m.
- (2) Block or restrict ingress to or egress from private property.
- (3) Operate in any manner which will interfere with or obstruct the free passage of pedestrians or vehicles along any street, sidewalk, or parkway.

SECTION 5: The Stillwater City Code, Chapter 12, Businesses, Article III, Mobile Food Establishments, by creating Section 12-61, Penalty, to be read as follows:

Sec. 12-61. Penalty.

Any person violating any of the provisions of this article shall, upon conviction thereof, be guilty of a Class B offense.

SECTION 6: REPEALER. All ordinances or parts of ordinances conflicting or inconsistent with the provisions of this ordinance are hereby repealed.

SECTION 7: SEVERABILITY. If any section, subsection, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by a Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Ordinance.

Passed, approved, and adopted this ____ day of _____, 2026.

William H. Joyce, Mayor

(Seal)
Attest:

Teresa Kadavy, City Clerk

Approved as to form and legality this ____ day of _____, 2026.

Kimberly Carnley, City Attorney

First Reading: 6/15/2026
Second Reading:

ORDINANCE NO. 3615

AN ORDINANCE TERMINATING THE STILLWATER WEST 51 DEVELOPMENT DISTRICT PROJECT PLAN AND DISSOLVING INCREMENT DISTRICT NUMBER TWO, CITY OF STILLWATER, APPROVED AND CREATED BY THE ADOPTION OF ORDINANCE NO. 3339 ON MAY 16, 2016.

WHEREAS, after review, approval, and recommendation by the Stillwater Sales Tax Increment Financing District Review Committee, and proper notice and holding of public hearings by the City Council of Stillwater, pursuant to the Oklahoma Local Development Act, 62 O.S. §850 *et seq.* (“Local Development Act”), the Council of the City of Stillwater adopted Ordinance No. 3339 on May 16, 2016, approving the Stillwater West 51 Development District Project Plan (“Project Plan”) and creating Increment District Number Two, City of Stillwater, a sales tax increment district; and

WHEREAS, the Project Plan was adopted to support the achievement of revitalization efforts of the City of Stillwater to reverse economic stagnation and decline; to serve as a catalyst for retaining and expanding employment in the area; to attract major investment in the area; to enhance or preserve the tax base; and to make possible investment, development, and economic growth which would otherwise be difficult or impossible without the project and the apportionment of taxes from within the increment district; and

WHEREAS, no development within the increment district has occurred and no increment has been generated or collected by the City of Stillwater or the Stillwater Economic Development Authority; and

WHEREAS, no project costs have been paid from incremental revenues, no indebtedness was incurred or remains outstanding payable from incremental revenues, and no amounts remain on deposit in any apportionment fund established for the Project Plan; and

WHEREAS, the conditions and opportunities that supported adoption of the Project Plan have not materialized, and the City of Stillwater desires to terminate the Project Plan and dissolve the increment district; and

WHEREAS, in accordance with the Local Development Act, it is in the best interests of the City of Stillwater and its citizens to terminate the Project Plan and dissolve Increment District Number Two, City of Stillwater.

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

SECTION 1. The Stillwater West 51 Development District Project Plan and Increment District Number Two, City of Stillwater, previously approved and created by the City Council’s adoption of Ordinance No. 3339 on May 16, 2016, are terminated and dissolved, effective upon passage and adoption of this Ordinance.

SECTION 2. The Mayor, City Manager, City Clerk, and such other officers and staff as may be appropriate are authorized and directed to take all actions necessary or appropriate to carry out this Ordinance, including: (a) providing notice of the dissolution to the Oklahoma Tax Commission within thirty (30) days of dissolution of the increment district, pursuant to 62 O.S. §867.1; and (b) preparing the final annual report for Increment District Number Two, submitting the report to the Oklahoma Department of Commerce pursuant to 62 O.S. §860, and publishing a summary of the relevant financial information and notice of availability for public inspection, as required by 62 O.S. §867(C).

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional, such portion shall not affect the validity of the remaining portions of this Ordinance.

PASSED AND APPROVED in an open meeting of the City Council of the City of Stillwater this ___ day of _____, 2026.

William H. Joyce, Mayor

ATTEST:

Teresa Kadavy, City Clerk

(SEAL)

Approved as to form and legality this _____ day of _____, 2026.

Special Counsel for Economic Development

ORDINANCE NO. 3616

AN ORDINANCE TERMINATING THE BOOMER LAKE STATION PROJECT PLAN AND DISSOLVING INCREMENT DISTRICT NUMBER FOUR, CITY OF STILLWATER, APPROVED AND CREATED BY THE ADOPTION OF ORDINANCE NO. 3465 ON DECEMBER 14, 2020.

WHEREAS, after review, approval, and recommendation by the Boomer Lake Station Project Plan Review Committee, and proper notice and holding of public hearings by the City Council of Stillwater, pursuant to the Oklahoma Local Development Act, 62 O.S. §850 *et seq.* (“Local Development Act”), the City Council of the City of Stillwater adopted Ordinance No. 3465 on December 14, 2020, approving the Boomer Lake Station Project Plan (“Project Plan”) and creating Increment District Number Four, City of Stillwater, an ad valorem and sales tax increment district; and

WHEREAS, the Project Plan was adopted to support the achievement of revitalization efforts of the City of Stillwater to reverse economic stagnation and decline and serve as a catalyst for retaining and expanding employment in the area; to attract major investment in the area; to enhance or preserve the tax base; and to make possible investment, development, and economic growth which would otherwise be difficult or impossible without the project and the apportionment of taxes from within the increment district; and

WHEREAS, no development within the increment district has occurred and no incremental revenues have been generated or collected by the City of Stillwater or the Stillwater Economic Development Authority (the “Authority”); and

WHEREAS, no project costs have been paid from incremental revenues, no indebtedness was incurred or remains outstanding payable from incremental revenues, and no amounts remain on deposit in any apportionment fund established for the Project Plan; and

WHEREAS, the Authority and Lakeview Landing, LLC (“Redeveloper”) entered into a Redevelopment Agreement dated April 19, 2021 (the “Redevelopment Agreement”), for the redevelopment of the Boomer Lake Station Power Plant and certain adjacent properties located in the City of Stillwater, Oklahoma, as a new entertainment district destination area for the City of Stillwater, consisting of infill development with commercial, retail, residential, office, and recreational components, creating an entertainment venue and gathering space (the “Redevelopment”); and

WHEREAS, since the adoption of the Project Plan and execution of the Redevelopment Agreement, the Redeveloper determined that the proposed Redevelopment was no longer feasible due to changes in circumstances, including fluctuating material and labor costs and changes in market conditions, and the Authority and Redeveloper executed a Mutual Termination Agreement dated October 23, 2023, terminating the Redevelopment Agreement; and

WHEREAS, in accordance with the Local Development Act, it is in the best interests of the City of Stillwater and its citizens to terminate the Project Plan and dissolve Increment District Number Four, City of Stillwater.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Stillwater, Oklahoma that:

SECTION 1. The Boomer Lake Station Project Plan and Increment District Number Four, City of Stillwater, previously approved and created by the City Council’s adoption of Ordinance No. 3465 on December 14, 2020, are terminated and dissolved, effective upon passage and adoption of this Ordinance.

SECTION 2. The Mayor, City Manager, City Clerk, and such other officers and staff as may be appropriate are authorized and directed to take all actions necessary or appropriate to carry out this Ordinance, including: (a) providing notice of the dissolution to the Oklahoma Tax Commission within thirty (30) days of dissolution of the increment district, pursuant to 62 O.S. §867.1; and (b) preparing the final annual report for Increment District Number Four, submitting the report to the chief executive officer of each ad valorem taxing entity pursuant to 62 O.S. §867(A), submitting the report to the Oklahoma Department of Commerce pursuant to 62 O.S. §860, and publishing a summary of the relevant financial information and notice of availability for public inspection, as required by 62 O.S. §867(C).

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional, such portion shall not affect the validity of the remaining portions of this Ordinance.

PASSED AND APPROVED in an open meeting of the City Council of the City of Stillwater this _____ day of _____, 2026.

William H. Joyce, Mayor

ATTEST:

Teresa Kadavy, City Clerk

(SEAL)

Approved as to form and legality this _____ day of _____, 2026.

Special Counsel for Economic Development

ORDINANCE NO. 3604

AN ORDINANCE AMENDING STILLWATER CITY CODE BY AMENDING CHAPTER 23, LAND DEVELOPMENT CODE, BY REPEALING ARTICLE V, USE CATEGORIES AND LIMITATIONS, DIVISION 4, RESIDENTIAL SHORT-TERM RENTAL, IN ITS ENTIRETY; AND CREATING AND ADOPTING CHAPTER 23, LAND DEVELOPMENT CODE, ARTICLE V, USE CATEGORIES AND LIMITATIONS; DIVISION 4, SHORT-TERM RENTALS, SECTION SEC. 23-115.1, DEFINITIONS; SEC. 23-115.2, PERMITTED DISTRICTS; SEC. 23-115.3, SHORT-TERM RENTAL LICENSE REQUIRED; COMPLIANCE WITH APPLICABLE CODES; SEC. 23-115.4, APPLICATION FORM AND PROCESS; SEC. 23-115.5, DENIAL, REVOCATION, NOTICE AND HEARING AND COMPLAINT PROCESS; SEC. 23-115.6, COVENANTS, DEED RESTRICTIONS AND OVERLAY REQUIREMENTS; SEC. 23-115.7, PENALTY; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY.

(AMENDMENTS HIGHLIGHTED BY STRIKETHROUGH AND UNDERLINING)

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

SECTION 1: The Stillwater City Code, Chapter 23, Land Development Code, Article V, Use Categories and Limitations, be amended by repealing Division 4, Residential Short-Term Rental, in its entirety as follows:

~~**DIVISION 4. RESIDENTIAL SHORT-TERM RENTALS**~~

~~**Sec. 23-115.1. Definitions.**~~

~~[The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:]~~

~~*Residential short term rental means any dwelling, portion thereof, or habitable accessory structure, for rent for a temporary period of time up to 30 consecutive days per guest within a 90-day period.*~~

~~*Guest means a person who rents or occupies with others a residential short term rental.*~~

~~*Rent means all payments, except deposit and damages, to be made to the owner/operator of a residential short term rental property for the temporary occupancy of such dwelling.*~~

~~**Sec. 23-115.2. Permitted districts.**~~

- ~~(1) Section 23-136: RSL—Residential Large Lot Single Family.~~
- ~~(2) Section 23-137: RSS—Residential Small Lot Single Family.~~
- ~~(3) Section 23-138: RT—Two Family Residential.~~

~~Sec. 23-115.3.—Residential short-term rental; license required; compliance with applicable codes.~~

~~(1) No person shall manage/operate a residential short-term rental without an annual license, as provided herein, issued by the city clerk.~~

~~(2) Licenses for residential short-term rental shall expire on January 31 each year or immediately upon change of ownership. Licenses may be renewed on an annual basis upon filing a renewal application with the city clerk. Initial licensing of the residential short-term rental shall be a fee of \$100.00. The annual renewal fee shall be \$10.00.~~

~~(3) No license shall be issued or renewed until the applicant produces sales tax permits issued by the State of Oklahoma or evidence that such collection is done by a third-party rental agent.~~

~~(4) No license shall be issued or renewed wherein taxes levied pursuant to Chapter 39 of this Code are delinquent and are owed by the owner or operator of the property or if the property is in violation of any section of the Stillwater City Code. No renewal shall be issued for a property deemed to be in violation of the Stillwater City Code until such violation is resolved through final disposition of a prosecution filed in the Municipal or District Court or upon certification by the building code official that the property is in compliance with applicable codes.~~

~~(5) No person shall offer or engage in residential short-term rental in or on any part of the property not approved for residential occupancy, including but not limited to, a vehicle parked on the property, a storage shed, trailer or garage or any temporary structure such as a tent.~~

~~(6) No person shall offer or engage in residential short-term rental without complying with applicable building or fire codes.~~

~~Sec. 23-115.4.—Application form; process.~~

~~(1) An application for a residential short-term rental license shall be filed with the city clerk on a form furnished by the city clerk, which shall contain the following information:~~

~~(a) The name, mailing address, and telephone number of the property owner and the street address of the subject property;~~

~~(b) Number of bedrooms being offered for rent;~~

~~(c) Verification that the dwelling has working smoke detectors as required by city codes, a working carbon monoxide detector and a functioning fire extinguisher. This requirement is met by submitting a signed and notarized affidavit form provided by the city clerk and attaching a floorplan that depicts the location of (1) rooms provided for rent, (2) smoke detectors, (3) carbon monoxide detector, and (4) fire extinguishers;~~

~~(d) Proof of ownership of the property;~~
~~(e) The Uniform Resource Locator (URL), (i.e. the web site address) for any and all advertisements of the rental.~~

~~(f) A typewritten list and electronic/digital data capable of being reproduced as mailing labels, certified by the Payne County Assessor, licensed abstractor, attorney, engineer or architect, of all property owners within 300 feet of the subject property. The ownership list shall have been prepared no more than 30 days prior to submission.~~

~~(2) The city clerk shall send notification that an application for a residential short term license has been received to each property owner on the list required by subsection 23-115.4(1)(f). Such notification shall be documented by a certificate of mailing. If no written objection to the issuance of the license is received from a property owner sent such notice within 30 days of the mailing thereof, the city clerk may issue a license to the applicant provided all other requirements set forth in section 23-115.3 and section 23-115.4 have been met. If a written objection is received by the city clerk within 30 days of the mailing of notice thereof, the application shall be placed on a planning commission agenda and a public hearing shall be convened consistent with the criteria set forth in section 23-180(f). Appeal shall be to the city council in a manner consistent with section 23-180(f).~~

~~Sec. 23-115.5. — Suspension, revocation; notice and hearing; complaint process.~~

~~(1) A license issued pursuant to section 23-115.3 may be suspended or revoked by the city for failure to pay taxes due under Chapter 39 or for violation of any section of the Stillwater City Code or state law. No license shall be suspended or revoked until the owner/operator has been accorded written notice of the violation(s) and provided a public hearing before the planning commission. The planning commission may order the suspension or revocation of a license upon a preponderance of the evidence that the violation has occurred. The decision of the planning commission may be appealed to the city council by filing notice thereof with the city clerk within ten days of said action.~~

~~(2) The city manager shall establish written procedures to address complaints regarding residential short term rental properties and the operation thereof. Said procedure shall include the development of a webpage that will permit neighboring property owners and other aggrieved parties to report violations. The city manager shall also establish and publish on the website a list of all licensed residential short term rental properties.~~

~~Sec. 23-115.6. — Covenants; deed restrictions; overlay requirements.~~

~~This division or any section therein is not intended to be construed in derogation of or in conflict with any restrictive covenant, deed restriction or lease agreement that may be applicable. This division or any section therein shall be subject to any applicable overlay district or provision thereof or any zoning restriction unique to a particular area or parcel.~~

~~Sec. 23-115.7. — Penalty.~~

~~Violation of section 23-115.3 shall be deemed a Class "C" offense. Each day a residential short-term rental is operated in violation of said section shall constitute a separate offense.~~

SECTION 2: The Stillwater City Code, Chapter 23, Land Development Code, Article V, Use Categories and Limitations be amended by creating Division 4, Short-Term Rentals as follows:

Division 4. Short-Term Rentals.

Sec. 23-115.1. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Active short-term rental means any short-term rental that is listed on a short-term rental platform and accepting bookings.

Denial means the rejection of an application for a license.

Guest means a person who rents or occupies with others a short-term rental.

Property manager means any person or agency which provides the service of operating and maintaining the rental property and services.

Property owner means any person, partnership, or corporation, etc., which is the record owner of the property as listed on the last assessment roll by the Payne County Assessor.

Rent means all payments, except deposit and damages, to be made to the owner/operator of a short-term rental property for the temporary occupancy of such dwelling.

Revocation means the cancellation of a previously issued license.

Short-term rental means any dwelling, portion thereof, or habitable accessory structure, for rent for a temporary period of time up to 30 consecutive days per guest within a 90-day period.

Subject property means the property in which the short-term rental will be operating.

Sec. 23-115.2. Permitted districts.

Short-term rentals are permitted by right in all zoning districts.

Sec. 23-115.3. Short-term rental; license required; compliance with applicable codes.

(1) No person shall manage or operate a short-term rental without an annual license, as provided herein, issued by the City.

- (2) A property owner or manager seeking an annual license to operate a short-term rental must submit an application to Development Services for review.
- (3) An application is considered complete only after receiving the associated processing fees and related required documentation. City Staff will provide determination of completion by emailing the provided property owner and/or property manager listed on the application. A license is required before the operation of any short-term rental use on a property.
- (4) Licenses for short-term rentals shall expire one calendar year from the date of issuance of the license or immediately upon change of ownership. Licenses are non-transferable. License applications shall be submitted to Development Services for review. The application processing fee for the initial license and the annual renewal shall be set by resolution of the City Council. Renewal applications may be submitted up to 60 days prior to the expiration date, but no later than the expiration date. If an application is not submitted by the deadline, the applicant is prohibited from operating the short-term rental upon expiration of the issued license. Any application submitted after the renewal deadline must comply with the density cap provision provided in 23-115.5 and all other requirements of this Division. No application is complete without remittance of the required application processing fee, until and unless a renewal or new license is issued. After a license has been expired for a period of 30 days, a new license will be required.
- (5) No license shall be issued or renewed until the applicant produces sales tax permits issued by the State of Oklahoma or evidence that such collection is done by a third-party rental agent.
- (6) No license shall be issued or renewed wherein taxes levied pursuant to Chapter 39 of this Code are delinquent and are owed by the owner or operator of the property or if the property is in violation of any section of the Stillwater City Code. No renewal shall be issued for a property deemed to be in violation of the Stillwater City Code until such violation is resolved through final disposition of a prosecution filed in the Municipal or District Court or upon certification by the building code official that the property is in compliance with applicable codes.
- (7) No person shall offer or engage in operating a short-term rental in or on any part of the property not approved for residential occupancy, including but not limited to, a vehicle parked on the property, a storage shed, trailer or garage or any temporary structure such as a tent.
- (8) No person shall offer or engage in short-term rental without complying with all applicable federal, state, and local laws and regulations.

Sec. 23-115.4. Application form and process.

The following information must be provided along with the non-refundable processing fee to be deemed as a complete submittal to be reviewed by City Staff:

- (1) Address of the short-term rental.

(2) Proposed occupancy limits.

(3) Number of bedrooms being offered for rent.

(4) Copy of house rules.

(5) Proof of current, valid liability and property insurance. ~~Property Insurance: Certificate of Liability Insurance Coverage in the amount of \$100,000 for each occurrence from an insurance company licensed to do business in the State of Oklahoma. Said insurance policy shall remain effective and in place during the entire licensing period.~~

(6) The number of available on-site parking.

(7) Name, address, phone number and email of the owner and the property manager.

a. 24-hour contact for the property must be available to be on site within an hour of any issue or complaint.

b. If an applicant is a property manager on behalf of the owner, a letter of authorization to act signed by the owner must be submitted with the application.

(8) Outline of the screening process for guests to rent the property. Rentals within a 500-foot radius of schools and related buildings, day cares, playgrounds, or parks shall have additional screening through the sex offender registry in accordance with Title 57, Sections 581 through 590.2 of the Oklahoma Statutes.

(9) Floorplan that indicates the location of bedrooms, kitchen, and living room, including clear ingress and egress with fire exits and escape routes.

(10) Verification that the dwelling has working smoke detectors as required by Stillwater eCity eCode, a working carbon monoxide detector, and a functioning fire extinguisher. The applicant shall provide a signed and notarized affidavit verifying the above requirements with the application.

Sec. 23-115.5. Denial, revocation, notice and hearing and complaint process.

(A) The Development Services Director may deny or revoke an initial or renewal Short-Term Rental license for the following reasons:

(1) The maximum amount of short-term rental licenses issued in the Small Lot Single-Family (RSS) or Large Lot Single-Family (RSL) residential zoning districts shall not exceed twenty percent (20%) of the total dwelling units located within any block. For purposes of calculating the maximum number of permitted short-term rentals on a block, any fractional result shall be rounded up to the nearest whole number. No additional short-term rental licenses shall be issued once the maximum allowable

number of licenses has been issued unless an existing license is surrendered, revoked or otherwise becomes inactive.

(2) Failure to maintain an Active Short-Term Rental as defined in Stillwater City Code Sec. 23-115.1

(3) Applicant has an outstanding debt with the City.

(4) Unabated notice of violations of the Stillwater City Code of Ordinances that exceeds 30 days.

(5) Violation(s), Arrest(s), or Call(s) for Services at the property that the Development Services Director or designee deems relevant including, but not limited to:

a. Number of and frequency of violations(s), arrest(s), or call(s) for service

b. Relation to the impact that violation(s), arrest(s), or call(s) for service to the public health, safety, and/or the welfare of the community.

c. Consideration of efforts of good faith and actions taken by the responsible party to correct, reduce, and/or alleviate violations(s), arrest(s), or call(s) for service

(6) Unresolved documented violations of federal, state, and local laws and regulations which include the City's International Building, Fire, Mechanical, Fuel Gas and National Electric Code and all State amendments.

(7) Taxes levied pursuant to Chapter 39 of this Code are delinquent and are owed by the owner or operator of the property or if the property is in violation of any section of the Stillwater City Code. No renewal shall be issued for a property deemed to be in violation of the Stillwater City Code until such violation is resolved through final disposition of a prosecution filed in the Municipal or District Court or upon certification by the building code official that the property is in compliance with applicable codes.

(8) The short-term rental was advertised without posting the city permit issued license number on the listing platform.

(B) Complaints: Citizen complaints shall be made to Code Enforcement and include the address the complaint is regarding and a detailed description of the complaint.

(C) Denial or Revocation: The Development Services Director or designee shall provide written notice of denial or revocation of a Short-Term Rental License to the property owner and property manager listed on the Short-Term Rental Application. The notice of denial or revocation shall provide the reasons for denial or revocation of the Short-Term Rental License.

(D) Appeals:

- a. All appeals from decisions of the Development Services Director or designee shall be related to the interpretation of the provisions of this Division whenever a dispute arises as to the meaning or intent of any provision. For example, the density cap set forth in 23-115.5 shall not be exceeded; however, the determination of the final calculation of said density cap may be appealed.
- b. Applicants whose Short-Term Rental License is denied or whose license is revoked may appeal the denial or revocation to the City Manager by filing a “Notice of Appeal” form with the City Clerk. Appeals shall be filed within ten (10) days of receipt of written notice of denial or revocation. The City Manager shall render a decision within ten (10) working days. A response from the City Manager shall be made in writing and shall be supported by written findings establishing the basis of the decision.
- c. Appeal of any decision made by the City Manager shall be made to the Planning Commission which shall be filed with Development Services within ten (10) days of receipt of the City Manager’s decision. A public hearing shall be scheduled, and a notice of the public hearing date will be mailed to the property owner and property manager listed on the application and, if applicable, the complaining party, at least twenty (20) days prior to the date of the public hearing.
- d. Appeal of any decision made by the Planning Commission shall be made to the City Council and Notice of Appeal shall be filed with the City Clerk within ten (10) days of the Planning Commission decision. A public hearing shall be scheduled and notice of the public hearing date shall be mailed to the property owner and property manager listed on the application and, if applicable, the complaining party, at least twenty (20) days prior to the date of the public hearing. The City Council’s decision shall be final.

(E) Approval: Upon issuance or renewal of a Short-Term Rental License, written rules of the short-term rental shall be posted in the short-term rental unit(s) on the inside of the main entrance to the room or building of the short-term rental, which shall include:

- (1) Acknowledgment that it shall be unlawful to allow or make any noise or sound that exceeds the limits set forth in the ~~city’s noise ordinance~~ Stillwater City Code;
- (2) Acknowledgement of the maximum occupancy of the short-term rental and the amount and location of on-site parking that is permitted;
- (3) The 24-hour property contact information, including their name and phone number
- (4) A copy of the short-term license number must be placed in a window nearest the front door, visible to the public and unobstructed.
- (5) Floor Plan that shows clear ingress and egress with fire exits and escape routes.

(6) A copy of the house rules.

Sec. 23-115.6. Covenants, deed restrictions and overlay requirements.

This division or any section therein is not intended to be construed in derogation of or in conflict with any restrictive covenant, deed restriction or lease agreement that may be applicable. This division or any section therein shall be subject to any applicable overlay district or provision thereof or any zoning restriction unique to a particular area or parcel.

Sec. 23-115.7. Penalty.

It shall be deemed unlawful to operate a short-term rental without a valid license to operate or failing to comply with the requirements set forth in this Division. Violation(s) of this Division shall be deemed a Class "C" offense. Each day a short-term rental is operated in violation of this Division shall constitute a separate offense.

SECTION 3: REPEALER. All ordinances or parts of ordinances conflicting or inconsistent with the provisions of this ordinance are hereby repealed.

SECTION 4: SEVERABILITY. If any section, subsection, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by a Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Ordinance.

Passed, approved, and adopted this 15th day of June 2026.

William H. Joyce, Mayor

(Seal)
Attest:

Teresa Kadavy, City Clerk

Approved as to form and legality this 15th day of June 2026.

Kimberly Carnley, City Attorney

First Reading: 05/04/2026

Second Reading: 06/15/2026

ORDINANCE NO. 3605

AN ORDINANCE REZONING A TRACT OF LAND LOCATED AT 214/220 S. CLEVELAND STREET FROM MULTI-FAMILY INTERMEDIATE (RMI) TO MULTI-FAMILY URBAN (RMU).

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

Parcels located at 214/220 S. Cleveland Street:

Lot Four (4) in Block Three (3), West College Heights Addition to the City of Stillwater, Payne County, State of Oklahoma, according to the recorded plat thereof

AND

The South 10 feet of the vacated alley on the North side thereof per vacated of alley, Book 36 MISC., Page 315.

be and the same is hereby rezoned from RMI (MULTI-FAMILY INTERMEDIATE) to RMU (MULTI-FAMILY URBAN).

PASSED, APPROVED, AND ADOPTED THIS 15TH DAY OF JUNE, 2026.

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 15TH DAY OF JUNE, 2026.

KIMBERLY CARNLEY, CITY ATTORNEY

First Reading: 06/01/2026
Second Reading: 06/15/2026

ORDINANCE NO. 3607

AN ORDINANCE GRANTING A NON-EXCLUSIVE CABLE TELEVISION FRANCHISE TO CEBRIDGE ACQUISITION L.P., DOING BUSINESS AS OPTIMUM, THROUGH A CABLE TELEVISION FRANCHISE AGREEMENT TO CONSTRUCT, OPERATE AND MAINTAIN A CABLE SYSTEM IN THE CITY OF STILLWATER, OKLAHOMA, FOR THE PURPOSE OF PROVIDING CABLE SERVICE; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM AND THE PUBLIC RIGHTS-OF-WAY IN CONJUNCTION WITH THE CITY'S RIGHT-OF-WAY ORDINANCES, AND PRESCRIBING PENALTIES FOR THE VIOLATION OF THE PROVISIONS HEREIN.

WHEREAS, the City entered into a Cable Television Permit Agreement (the "Cable Franchise") with Peak Cablevision LLC dated October 11, 1999 (Ord. No. 2662);

WHEREAS, Suddenlink Communications was a successor in interest to Peak Cablevision LLC;

WHEREAS, the Franchise Agreement term was extended on February 1, 2010 (Ord. No. 3903), February 6, 2012 (Ord. No. 3157), and April 30, 2012 (Ord. No. 3175);

WHEREAS, Cebridge Acquisition L.P. acquired and is a successor in interest to Suddenlink Communications;

WHEREAS, the City and Cebridge Acquisition L.P., doing business as Suddenlink Communications renewed the Cable Franchise in a Permit Agreement dated July 16, 2012, and accepted on July 26, 2012 (Ord. No. 3182);

WHEREAS, Altice USA, Inc. acquired Cebridge Acquisition L.P. and is the ultimate parent company of Cebridge Acquisition L.P.;

WHEREAS, Cebridge Acquisition L.P., doing business as Optimum (the "Grantee"), is the current franchisee;

WHEREAS, Grantee has requested the renewal of the Cable Franchise with the City pursuant to 47 U.S.C. § 526;

WHEREAS, Grantee and the City agreed to pursue cable television franchise renewal through the informal cable television franchise renewal process pursuant to 47 U.S.C. § 526(h);

WHEREAS, Grantee and the City have negotiated the terms and conditions contained in this Ordinance and Cable Television Franchise Agreement;

WHEREAS, the City has determined that this Ordinance and Cable Television Franchise Agreement renewal should be approved, subject to written acceptance by Grantee;

WHEREAS, Grantee has indicated its acceptance of this Ordinance and Cable Television Franchise Agreement included in this Ordinance; and

WHEREAS, the City Council desires to enter into said Cable Television Franchise Agreement with Grantee.

NOW, THEREFORE, BE IT ORDAINED BY THE STILLWATER CITY COUNCIL THAT THE FOLLOWING ORDINANCE BE ENACTED:

CABLE TELEVISION FRANCHISE AGREEMENT

This Cable Television Franchise Agreement (the “Franchise”) is entered into by and between the City of Stillwater, Oklahoma (the “City”) and Cebridge Acquisition L.P., doing business as Optimum, a Delaware Limited Partnership (the “Grantee”). As used herein, the term “Party” or “Parties” shall refer to the City and Grantee individually or jointly as indicated by the context in which used.

SECTION 1: Definition of Terms

For the purpose of this ordinance (the “Ordinance”), the following terms, phrases, words and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

- a. "Affiliate" means any person or entity which owns or controls, is owned or controlled by, or is under common ownership or control with Grantee.
- b. "Basic Cable" means the tier of Cable Service regularly provided to all Subscribers that includes the retransmission of local broadcast television signals.
- c. “Cable Operator” means any person or group of persons (A) who provides Cable Service over a Cable System and directly or through one or more Affiliates owns a significant interest in such cable system, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.
- d. "Cable Service" means (i) the one-way transmission to Subscribers of Video Programming or Other Programming Service, and (ii) Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service

- e. "Cable System" shall have the meaning ascribed in 47 U.S.C. § 522(7).
- f. "City Council" means the City Council of the City of Stillwater or any body constituting in the future the legislative body of the City of Stillwater.
- g. "FCC" means Federal Communications Commission, or successor governmental entity thereto.
- h. "Grantee" means Cebridge Acquisition, L.P., a Delaware Limited Partnership, doing business as Optimum, or the lawful successor, transferee, or assignee thereof.
- i. "Gross Revenues" shall be defined as and shall be construed broadly to mean any and all revenues received by Grantee from the operation of the Cable System to provide Cable Services in the Service Area. Gross Revenues include, but are not limited to, revenues from Subscriber rates for pay television, premium channels, video programming service tiers, advertising on video programming channels, Cable Service installations, commissions received from home shopping services programming channels, commercial leased access of Cable Service channels, and all other Cable Services. Gross revenues shall not include:
 - i. The recovery of any government-imposed fees or taxes, excluding the Franchise Fee, which are passed through to a Subscriber thereof by the Grantee;
 - ii. The amount of any refunds, corrective billing credits or other re-payments made to Subscribers;
 - iii. Uncollectible fees, provided that all or part of uncollectible fees which is written off as bad debt but subsequently collected shall be included in gross revenues in the period collected.
- j. "Other Programming Service" is information that a Cable Operator makes available to all Subscribers generally.
- k. "Person" means an individual, partnership, association, joint stock company, trust corporation, or governmental entity.
- l. "Public Way" means the surface, the airspace above, and the area below any public street, highway, parkway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, other right-of-way, easement, or similar real property in which the City now or hereafter holds a real property interest which, consistent with the purposes for which it was dedicated, may be used for the constructing, installing, erecting, operating, and maintaining the Cable System.
- m. "Service Area" or "Franchise Area" means the area within the present municipal boundaries of the City of Stillwater, Oklahoma, and shall include any additions thereto by annexation or other legal means.

- n. "Stillwater" or "City" means the City of Stillwater, Oklahoma, a municipal corporation.
- o. "Subscriber" means a Person who lawfully receives Cable Service.
- p. "Transfer of Franchise" means any transaction in which:
 - (i) a fifty percent ownership or greater interest in Grantee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Grantee is transferred; or
 - (ii) the rights held by Grantee are transferred or assigned to another Person or group of Persons.
 - (iii) However, notwithstanding Sub-subsections (i) and (ii) above, a Transfer of the Franchise shall not include transfer of an ownership or other interest in Grantee to the parent of Grantee or to another Affiliate of Grantee; transfer of an interest in the Franchise or the rights held by the Grantee under the Franchise to the parent of Grantee or to another Affiliate of Grantee; any action which is the result of a merger of the parent of Grantee; or any action which is the result of a merger of another Affiliate of Grantee. Franchisee shall notify the City in writing within sixty (60) business days of any change in ownership or other interest. The new Grantee shall not use such change in ownership or other interest as a basis for challenging the validity of any past non-performance.
- q. "Video Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2: Grant of Franchise

2.1 Grant. The City hereby grants to Grantee a nonexclusive Franchise to construct, maintain, and operate a Cable System to provide Cable Service over the Cable System, in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System. This Franchise is an authorization to utilize the Public Ways to construct and operate a Cable System to provide Cable Service. Grantee agrees to provide Cable Service for the term of this Franchise. This Franchise does not grant the Grantee any right of eminent domain.

2.2 Term. The Franchise granted pursuant to this Ordinance shall be for a term of ten (10) years from the passed and adopted date of the Franchise unless otherwise lawfully terminated in accordance with the terms of this Ordinance.

2.3 Acceptance. Grantee shall accept the Franchise granted pursuant hereto by signing this Ordinance and filing same with the City Clerk or other appropriate official or agency of the City within sixty (60) days after the passage and final adoption of this Ordinance.

2.4 Additional Cable Franchises and Competitive Neutrality. Nothing in this Agreement shall be construed to prevent the City from granting a cable television franchise to any other Cable Operator. The City shall comply with 11 OK Stat § 11-22-107.1(B) and 47 U.S.C. § 541 concerning the granting of additional cable television franchises. In the event the City grants any other Cable Operator a cable television franchise with material terms or conditions that are more favorable or less burdensome, to use Public Ways to deliver Cable Services to residents, Grantee may, upon written notice to the City, adopt the terms in the overlapping franchise that are more favorable or less burdensome than those in this Franchise and the adopted terms shall become immediately enforceable by the City.

2.5 Reservation of Authority. The Grantee specifically agrees to comply with the lawful provisions of the City Code and applicable regulations of the City. Grantee acknowledges that the City may modify its regulatory policies by lawful exercise of the City's police powers throughout the term of this Franchise. Grantee agrees to comply with such lawful modifications to the City Code. Nothing in this Franchise shall (A) abrogate the right of the City to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City, or (C) be construed as a waiver or release of the rights of the City in and to the Public Ways.

2.6 Conformance with State and Federal Laws and Rules. The City and Grantee shall conform to state laws and rules regarding cable systems no later than one (1) year after they become effective, unless otherwise stated. The City and Grantee shall conform to federal laws and regulations regarding cable systems as they become effective.

2.7 Renewal of Franchise. Renewal of this Franchise must be conducted in compliance with 47 U.S.C. § 546.

SECTION 3: Standards of Service

3.1 Use of Public Ways. Grantee may, subject to the terms of this Franchise and City Code, erect, install, construct, repair, replace, reconstruct and retain in, on, over, under, upon, across and along the Public Ways within the City such lines, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of a Cable System within the City. Without limiting the foregoing, Grantee expressly agrees that it will construct, operate and maintain its Cable System in compliance with, and subject to, the requirements of the City Code, including by way of example and not limitation, those requirements governing the placement of Grantee's Cable System, and will obtain, pay for and maintain all permits and bonds required by City Code in addition to those required in this Franchise.

- a. All wires, conduits, cable and other property and facilities of Grantee shall be so located, constructed, installed and maintained as not to endanger or unnecessarily

interfere with the usual and customary trade, traffic and travel upon, or other use of the Public Ways of City. Grantee shall keep and maintain all of its property in good condition, order and repair so that the same shall not menace or endanger the life or property of any Person. Grantee shall keep accurate maps and records of all of its wires, conduits, cables and other property and facilities located, constructed and maintained in the City.

- b. All wires, conduits, cables and other property and facilities of Grantee, shall be constructed and installed in an orderly and professional manner in accordance with all applicable requirements of the City Code and applicable law.
- c. Nothing in this Franchise shall be construed to prevent the City from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Public Way; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.

3.2 Construction or Alteration. Grantee shall in all cases comply with applicable sections of City Code, resolutions and regulations regarding the acquisition of permits and/or such other items as may be reasonably required in order to construct, alter, or maintain the Cable System. Grantee shall, upon request, provide information to the City regarding its progress in completing or altering the Cable System.

3.3 Conditions of Public Way Occupancy. All transmission and distribution structures, poles, other lines, and equipment installed or erected by Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways. Grantee shall comply with all public way, right-of-way and easement management ordinances and/or regulations enacted by the City, including such ordinances and/or regulations enacted after the effective date of this Franchise, to the extent not inconsistent with applicable state and federal law.

3.4 Restoration of Public Ways. Grantee shall comply with all applicable restoration of Public Ways City Code requirements.

3.5 Relocation at Request of City. Grantee shall timely comply with any relocation request of the City in accordance with applicable City Code requirements. Nothing herein shall be deemed a taking of the property of Grantee and Grantee shall not be entitled to any costs, fees, damages or surcharges by reason of anything hereunder. To the extent there are state or federal funds available to compensate Grantee for the cost of relocating its facilities, Grantee shall be offered such compensation on a nondiscriminatory basis.

3.6 Relocation at Request of Third Party. Grantee shall make reasonable efforts to timely comply with any relocation request of a third party in accordance with applicable City Code requirements and any pole attachment agreement, provided: (a) the expense of relocation is paid by such third party, unless contrary to any pole attachment agreement, including, if required by

Grantee, making such payment in advance; and (b) Grantee is given not fewer than thirty (30) business days advance written notice to arrange for such relocation.

3.7 Trimming of Trees and Shrubbery. Grantee shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Service Area so as to prevent branches from coming in contact with Grantee's wires, cables, or other equipment. Grantee shall reasonably compensate the City or property owner for any damage caused by such trimming.

3.8 Safety Requirements. Construction, installation, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with applicable FCC or other federal, state, and local regulations. The Cable System shall not unreasonably endanger or interfere with the safety of persons or property in the Service Area. To the extent that the installation, repair and/or maintenance by Grantee of any component of the Cable System is lawfully subject to permitting and/or review by the City pursuant to generally applicable law, such permitting and/or review shall not be unreasonably denied or delayed, nor shall any fees be required (other than those necessary to offset the reasonable administrative costs of issuing such permit(s)), for the right and/or privilege to install, repair or maintain such component.

3.9 Aerial and Underground Construction. Grantee shall timely comply with all aerial and underground construction requirements in accordance with the City Code.

3.10 Line Extension. Grantee shall extend the Cable System to serve all areas of the City along public rights-of-way which have an average minimum density of fifteen (15) dwelling units per linear mile of cable or greater. Any household located within one hundred fifty (150) feet from the existing distribution system shall be connected to the Cable System at no charge other than the standard installation charge. However, non-standard circumstances, such as a Subscriber's request to locate a cable drop underground, or the existence of more than one hundred fifty (150) feet of distance from distribution cable to connection of service to Subscribers, Cable Service or other service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor, and easements. Potential Subscribers shall bear the actual incremental costs of the construction and any other associated incremental costs on a pro rata basis. Grantee may require payment in advance of the capital contribution in aid of construction borne by such potential Subscribers. Grantee shall, within fifteen (15) days of receiving a written request from such potential Subscriber requesting such non-standard installation, provide a quote for the non-standard installation. Any such non-standard line extension requested by a Subscriber shall be completed within thirty (30) days of the potential Subscriber's agreement to cover the pro rata costs of the non-standard installation. To the extent consistent with applicable laws, Grantee agrees that it shall impose installation costs for non-standard installations in a uniform and nondiscriminatory manner throughout the City.

3.11 Pole Attachments. To the extent utility poles owned by the City or an affiliated entity are made available for use by utility providers, they shall be available for use by Grantee on a nondiscriminatory basis, subject to the terms and conditions of a pole attachment licensing agreement.

3.12 Customer Service Standards. Grantee shall comply with the customer service standards set forth in 47 C.F.R. Part 76 of the FCC's rules and regulations, as amended, including, without limitation, 47 C.F.R. §§ 76.309-310, 76.1602, 76.1603 and 76.1713, and 47 U.S.C. §§ 543, 551-552. The City reserves the right to enact additional consumer protection laws or requirements, consistent with the federal Cable Act.

3.13 Technical Standards. Grantee agrees to maintain a state-of-the-art Cable System throughout the term of the Franchise with sufficient capability and technical quality to enable the implementation and performance of all requirements of this Franchise and in a manner which meets or exceeds FCC technical quality standards at 47 C.F.R. § 76 Subpart K, regardless of the particular format in which a signal is transmitted.

3.14 Local Office. Throughout the term of this Agreement, Grantee shall continue to maintain a convenient local customer service and bill payment location for matters including, but not limited to, receiving Subscriber payments, handling billing questions, equipment replacement and customer service information.

3.15 System Maps and Layout. In addition to any generally applicable mapping requirements included in the City Code, Grantee shall maintain complete and accurate system maps, which shall include trunks, distribution lines, and nodes. Such maps shall include up-to-date route maps showing the location of the Cable System adjacent to the Public Ways. The maps shall be maintained and made available to the City in such form and format that Grantee uses in the normal course of business; provided that such form and format be accessible, readable and transferable by and to the City. Grantee shall make all maps available for review by the appropriate City personnel.

3.16 Removal of Cable System. Subject to the cure provisions in Section 8.2 of this Franchise, in the event that: (1) the use of the Cable System is discontinued for any reason for a continuous period of twelve (12) months; or (2) the Cable System has been installed in the Public Ways without complying with the requirements of this Franchise or City Code, Grantee, at its expense shall, at the demand of the City remove promptly from the Public Ways all of the Cable System other than any which the City may permit in writing to be abandoned in place. In the event of any such removal, Grantee shall promptly restore the Public Ways or other public places in the City from which the Cable System has been removed in accordance with all requirements of the City Code and this Franchise. If Grantee has failed to commence removal of System, or such part thereof as was designated by the City, within thirty (30) Days after written notice of the City's demand for removal, or if Grantee has failed to complete such removal within twelve (12) months after written notice of the City's demand for removal is given, the City shall have the right to apply funds secured by performance bond toward removal and/or declare all right, title, and interest to the Cable System for the City with all rights of ownership including, but not limited to, the right to operate the Cable System or transfer the Cable System to another for operation by it.

SECTION 4: Franchise Consideration and Conditions

4.1 Franchise Fee. During the term of the Franchise, Grantee shall pay to the City a Franchise Fee in an amount equal to five percent (5%) of Gross Revenues. These payments shall

be calculated and remitted to the City on a quarterly basis, not later than forty-five (45) days following the end of a given quarter. If any law, regulation or valid rule increases the five percent (5%) Franchise Fee ceiling established by the Cable Act, then the City shall have the right to (but shall not be required to) increase the Franchise Fee accordingly, provided such increase is for purposes not inconsistent with applicable law. A report showing the basis for the computation, including all Gross Revenues received during the period for which the payment is made, shall be provided to the City upon request. No acceptance of any payment shall be construed as an accord that the amount paid is in fact, the correct amount, nor shall such acceptance of payment be construed as a release of any claim which the City may have for further or additional sums payable under the provisions of this Section. Grantee may use electronic funds transfer to make any payments to City required under this Franchise.

Franchise Fees owing pursuant to this Franchise which remain unpaid more than forty-five (45) Days after the dates specified herein shall be delinquent and shall thereafter accrue interest at eight percent (8%) per annum. All amounts paid shall be subject to audit and recomputation by the City and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount. The City shall have the right to audit any amounts determined to be payable under this Ordinance. Grantee shall be provided a reasonable opportunity to review the results of any audit and to dispute any audit results which indicate an underpayment to the City.

To the extent allowable by Federal Law, Grantee's cost of provision of the governmental and educational access services and emergency alert services required under Section 7 below shall not be included in the determination of the Franchise Fee and are provided in addition to payment of the Franchise Fee.

4.2 Rates and Charges. The City reserves the right to regulate rates or charges for any Cable Service to the extent allowed by applicable law. From time to time, and at any time, Grantee has the right to modify its rates and charges, at its discretion and without consent of the City, including, but not limited to, the implementation of additional charges and rates.

4.3 Transfer of Franchise. All the rights and privileges and all of the obligations, duties and liabilities created by this Franchise shall pass to and be binding upon the successors of the City. Subject to Section 617 of the Federal Communications Act, 47 U.S.C. § 537, as amended, no Transfer of the Franchise shall occur without the prior consent of the City, provided that such consent shall not be unreasonably withheld, delayed or conditioned. In considering an application for the Transfer of the Franchise, the City may consider the applicant's: (i) technical ability; (ii) financial ability; (iii) good character; and (iv) other qualifications necessary to continue to operate the Cable System consistent with the terms of the Franchise. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System in order to secure indebtedness, for any transaction in which Grantee retains the right, title or interest in the Franchise granted to it herein, or for transactions otherwise excluded under Section 1(p) above. Grantee shall pay all of the City's reasonable costs in reviewing and acting upon a transfer application up to twenty thousand dollars (\$20,000.00).

SECTION 5: Compliance and Monitoring

5.1 Books and Records. Grantee agrees that the City may review such of Grantee's books and records, during normal business hours and on a nondisruptive basis, as are reasonably necessary to monitor compliance with the terms hereof. Such records include, but are not limited to, any public records required to be kept by Grantee pursuant to the rules and regulations of the FCC. Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than five (5) years. Except as required for compliance with all right-of-way and easement management ordinances and/or regulations, Grantee shall not be required to disclose information which is proprietary or confidential in nature. To the extent allowed by the Oklahoma Open Records Act, the City agrees to treat any information disclosed to it by Grantee as confidential, and to disclose it only to employees, representatives, and agents of Stillwater that have a need to know, or in order to enforce the provisions hereof.

SECTION 6: Insurance, Indemnification, and Bonds or Other Surety

6.1 Insurance Requirements. Grantee shall maintain in full force and effect during the term of the Franchise, at its own cost and expense, Commercial General Liability Insurance in the amount of at least four million dollars (\$4,000,000). A combination of primary and umbrella policy limits are acceptable. Such insurance shall designate the City as an additional insured to the liability limits imposed by the Oklahoma Governmental Tort Claims Act, 51 O.S. §151, *et seq.*

6.2 Indemnification. Grantee agrees to indemnify, save and hold harmless, and defend the City, its officers, boards and employees, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death) which arise out of Grantee's construction, operation or maintenance of its Cable System, including, but not limited to, reasonable attorneys' fees and costs.

SECTION 7: Government and Educational Access; Emergency Alert

7.1 Government and Educational Access. During the term of this Franchise, Grantee, upon request, shall provide to the City three (3) public, educational, and governmental access channels (the "Access Channels") through Grantee's Cable System. The Access Channels shall be available to every Cable Service Subscriber, regardless of transmission method to the Subscriber. The City will transmit the Access Channels to Grantee at the demarcation point located in City Hall. Grantee will provide all necessary transmission equipment at its sole cost from the demarcation point for distribution over the Cable System. The City shall have the authority to designate the use of the Access Channels in its sole discretion.

The Access Channels shall not be used for cablecast of commercial advertising or a program whose purpose is commercial or for profit. All such programming shall be non-commercial in nature, and except as authorize by Title 47 U.S.C. § 531, Grantee shall not exercise editorial control over said programming of the Access Channels. All Access Channels provided by Grantee may be offered in any format using any transmission method. Grantee specifically reserves the right to make or change channel assignments at its sole discretion.

In the event the City or other PEG Access user elects not to fully program the Access Channel(s), thereby leaving an Access Channel(s) completely unused or dark for a period of time during the day, Grantee may program this unused time on the Access Channel(s) subject to 30 days written notice to the City of Grantee's intent to do so. If within 30 days, the City or other PEG access user do not program the unused time, Grantee may use such time. The City may reclaim the unused time by providing Grantee with no less than 30 days advance written notice.

7.2 Emergency Alert. Grantee shall comply with the federal Emergency Alert System regulations (47 C.F.R. Part 11).

7.3 Return Lines. Grantee shall provide an activated fiber connection to the Grantee's headend from City Hall, 723 S Lewis Street, Stillwater, OK that will allow video programming produced by the City to be cablecast on the Access Channel. The parties shall agree on the location of a demarcation point at City Hall. The Grantee shall provide such activated fiber connection at no cost to the City.

7.4 Connection of Public Facilities to Existing Service Locations. The Grantee shall continue to provide, at no cost to the City, the same level of video service/cable service and necessary equipment provided to the City on the effective date of this Ordinance, existing in the City as of the effective date of this Franchise.

SECTION 8. Franchise Enforcement.

8.1 Notice of Violation. In the event the City believes that the Grantee has not complied with the terms of the Franchise, it shall notify the Grantee in writing with reasonably specific details regarding the nature of the alleged noncompliance or default. Prior to issuing any written notice of noncompliance or default, the City shall make a good faith effort to contact Grantee in an attempt to resolve the issue through good faith consultation in the ordinary course of business.

8.2 Grantee's Right to Cure or Respond. Grantee shall have thirty (30) days from receipt of the notice described in Section 8.1: (a) to respond to the City contesting the assertion of default; or to (b) to cure such default (the "Cure Period"). If Grantee intends to cure the alleged noncompliance, but is unable to within the Cure Period with good cause, Grantee may request an extension of the Cure Period (the "Extended Cure Period"), which shall not be unreasonably denied. The Extended Cure Period shall not exceed 45 days beyond the Cure Period. Provided the Grantee cures the alleged noncompliance within the Cure Period or any Extended Cure Period, the City agrees not to assess any liquidated damages for the alleged noncompliance. Upon cure of any noncompliance, the City shall provide written confirmation to the Grantee that such cure has been effected.

In event that the Grantee fails to respond to the notice described in Section 8.1 pursuant to the procedures set forth above in this Section 8.2, or in the event that the alleged default is not remedied within the Cure Period or Extended Cure Period, if the City intends to continue its investigation into the default, then the matter shall be referred to the City Council for a public hearing. The City shall provide the Grantee at least ten (10) days prior written notice of such

hearing, which specifies the time, place and purpose of such hearing, and provide Grantee the opportunity to be heard. In a meeting before the City Council, or its designee, the City shall present information and make a brief oral presentation to the City Council, or its designee, demonstrating reasonable cause of a Franchise violation. Grantee may present information and make a brief oral presentation to the City Council, or its designee. The City Council shall adopt written findings on whether Grantee violated the Franchise and if the City Council determines a Franchise violation has occurred, the City Council shall determine the remedies for non-compliance. The City shall obtain and make available to Grantee, at a reasonable expense to Grantee, a transcript of said hearing.

8.3 Remedies for Non-Compliance. In the event the City Council, after conducting the public hearing outlined in Section 8.2, determines that Grantee is in default of any provision of this franchise, either Party may seek any remedies available to it in law and equity. Any decision and/or action taken by the City hereunder shall be delivered to the Grantee promptly and in writing.

The Grantee may appeal any final determination of default or revocation by the City to a court of competent jurisdiction pursuant to Section 9.5 (Choice of Forum and Governing Law), and no termination of the franchise shall be deemed final until any such appeal has become final or the time for taking such appeal shall have expired.

8.4 Liquidated Damages. For the violation of any of the material provisions of this Ordinance set forth in this Section 8.4, liquidated damages shall be paid by the Grantee to the City, subject to the procedures set forth herein and applicable law. The Parties agree that each case of noncompliance as set forth in this Section 8.4 shall result in damage to the City, compensation for which will be difficult to ascertain. The Parties agree that the liquidated damages in the amounts set forth in Section 8.4 are fair and reasonable compensation for such damage. On an annual basis, for each year of the term, beginning from the Effective Date, the Grantee shall not be liable for liquidated damages that exceed Thirty Thousand Dollars and No/Cents (\$30,000.00).

Liquidated damages shall accrue and be assessed, commencing on the date Grantee received written notice of noncompliance as provided for in Section 8.1, as follows:

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| (1) For failure to comply with the customer service standards as required by Sections 3.10, 3.12 and 3.14: | \$750 per day for each day or part thereof that such violation continues. |
| (2) For failure to comply with the provision of the Access Channels required by Section 7.1, or the emergency alert requirements in Section 7.2: | \$250 per day for each day or part thereof that such violation continues. |
| (3) For transfer of the Cable System without first seeking the City's approval under Section 4.3: | \$500 per day for each day or part thereof that such violation continues. |

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| (4) For failure to maintain insurance or indemnify the City under Sections 6.1 and 6.2: | \$250 per day for each day or part thereof that such violation continues. |
| (5) For failure to maintain the technical standards in Section 3.13: | \$500 per day for each day or part thereof that such violation continues. |
| (6) For failing to comply with any applicable public ways requirements in Section 3: | \$250 for each day that such violation continues. |
| (7) For failure to pay the Franchise Fee as required in Section 4.1: | \$500 for each day that such violation continues. |
| (8) For failure to provide books and records as required by Section 5: | \$100 for each day that such violation continues. |

Before the City may assess any liquidated damages under this Section and before any payments for liquidated damages are made by the Grantee, the City shall give the Grantee written notice, an opportunity to cure any noncompliance and an opportunity to be heard in accordance with the procedures outlined in Sections 8.1 and 8.2. Following the public hearing outlined in Section 8.2, and a majority vote of the City Council finding that a failure to comply with a material provision of the Ordinance has occurred, the City Council may issue a written decision ordering liquidated damages. The Grantee shall have the right to appeal any such final decision, within a time period consistent with the requirements of federal and state law, to a court of competent jurisdiction pursuant to Section 9.5 (Choice of Forum and Governing Law), and no payment for liquidated damages shall be made until any such appeal has become final or the time for taking such appeal shall have expired.

Any liquidated damages assessed pursuant to this Section 8.4 shall not be a limitation upon any other provisions of this Ordinance and applicable law, including revocation or any other statutorily or judicially imposed penalties or remedies; provided, however, that in the event that the City collects liquidated damages for a specific breach for a specific period of time, pursuant to this Section 8.4, the collection of such liquidated damages shall be deemed to be the exclusive remedy for that specific breach for such specific period of time.

Notwithstanding the foregoing, the City may waive any of the above penalties at its sole discretion. Except as otherwise specified herein, Grantee retains all rights it may have at law and equity. Nothing in this Section is intended to invalidate the Force Majeure provisions of Section 8.5.

8.5 Force Majeure. Grantee shall not be held in default of the provisions of the Franchise, nor suffer any enforcement or penalty relating thereto, where such alleged default is caused by strikes, acts of God, power outages, acts of war, riot, terrorist attacks, epidemics,

tornados or other catastrophic acts of nature, or other events reasonably beyond its ability to control, or where such default results from a good faith error that results in no or minimal negative impact to Subscribers.

SECTION 9: Miscellaneous Provisions

9.1 Employment Requirements. Grantee shall afford equal opportunity in employment to all qualified persons. No person shall be discriminated against in employment because of race, color, religion, national origin or sex. Grantee shall maintain and carry out a continuing program of specific practices designed to assure equal opportunity in every aspect of its employment policies and practices.

9.2 Notice. Unless expressly otherwise agreed between the Parties, every notice or response to be served upon the City or Grantee shall be in writing, and shall be delivered by overnight carrier service or by certified or registered mail. If questioned, the Party sending the notice shall have the burden to prove receipt or rejection. Rejected notices shall be deemed delivered.

The notices or responses to the City shall be addressed as follows:

City Clerk
City of Stillwater
723 South Lewis Street/P.O. Box 1449
Stillwater, Oklahoma 74076
And by email at: cityclerk@stillwaterok.gov

The notices or responses to Grantee shall be addressed as follows:

Cebridge Acquisition L.P.
1 Court Square West
Long Island City, NY 11101
Attention: Vice President, Government Affairs & Policy
And by email at: legalnotice@optimum.com

With a copy to:

Cebridge Acquisition L. P.
1 Court Square West
Long Island City, NY 11101
Attention: Legal Department
And by email at: legalnotice@optimum.com

The City and Grantee may designate such other address or addresses from time to time by giving written notice to the other Party in accordance with the provisions hereof.

Notwithstanding anything herein to the contrary, notices from either Party to the other Party may be served electronically, instead of by mail as described above, to an email address provided by each Party.

9.3 Descriptive Headings. The captions to Sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

9.4 Severability. If any Section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of the Franchise, or any renewal or renewals thereof.

9.5 Choice of Forum and Governing Law. Any litigation between the City and Grantee arising under this Ordinance shall occur, if in the state courts, in Payne County District Court, and if in the federal courts, in the United States District Court for the Western District of Oklahoma, and the law of the State of Oklahoma and the federal cable act shall govern.

PASSED, APPROVED AND ADOPTED BY THE STILLWATER CITY COUNCIL THIS 15TH DAY OF JUNE, 2026, SUBJECT TO APPLICABLE FEDERAL, STATE AND LOCAL LAW.

CITY OF STILLWATER, OKLAHOMA

William Joyce, Mayor

(SEAL)

ATTEST:

Teresa Kadavy, City Clerk

APPROVED AS TO FORM AND LEGALITY THIS ____ DAY OF _____, 2026.

Kimberly Carnley, City Attorney

ACCEPTANCE

Accepted this ____ day of _____, 2026, subject to applicable federal, state and local law.

CEBRIDGE ACQUISITION L. P.

By: _____

Jim Campbell
Vice President, Government Affairs



REPORT TO: CITY COUNCIL

MEETING DATE: JUNE 15, 2026

Agenda Item:	9.a. CC-26-114
Previous/Related Action:	
Background/Issue:	The Stillwater Public Library operates under a governing board with seven board members appointed by City Council. The Board has one vacancy following the completion of two-terms by Mike Woods. Board members are limited to two consecutive terms in most all cases. Sharon Edwards, first appointed in 2023, completed her first term and is now up for reappointment.
Proposal/Solution:	Fill the vacant seat with the applicant on file and reappoint Sharon Edwards to a second three-year term, or choose not to fill/reappoint the seats and request additional applicants for further consideration.
Financial Source/Impact:	A remote scenario exists wherein the Board does not reach quorum if the seats are not filled/reappointed, which could then affect decision-making on some financial matters.
Related Pillar(s):	Effective Services
Recommended Action/Motion:	Motion to appoint Heidi Warren to serve a three-year term on the Library Board, and to reappoint Sharon Edwards.
Prepared By:	Stacy Delano, Library Director
Reviewed By:	Stacy Delano Christy Cluck Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

None