



Together, Investing in Municipal Excellence

CITY COUNCIL SPECIAL MEETING AGENDA

JULY 7, 2026, 12:00 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 15, 2026 regular meeting minutes.	
b.	Approve Consent to Assignment and Assumption of the Amended and Restated Parking Space Lease Agreement between the City of Stillwater and Francis EVC, LLC for the operation of EV charging stations in designated parking spaces at Stillwater Public Library to GoodFinch EV 4V, LLC and authorize the City Manager to sign the Assignment Agreement and any related documents necessary for said assignment.	Christy Cluck
c.	Approve Short-Term Extension of Aviation Marketer Agreement with Phillips 66 for fuel at the airport for the period of July 1, 2026 – July 31, 2026.	Serge Walczak
d.	Approve Revised 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	CC-26-115 Barbara Bliss

	recreational area for July 1, 2026 – June 30, 2027.		
e.	Approve a Sponsorship Agreement with Bluepeak to provide Community Wi-Fi to Block 34 Park.	CC-26-116	Stacie McGrew
f.	Approve Development Agreement with D & T Outlaw Properties and authorize the City Manager to sign the agreement.	CC-26-117	David Barth
g.	Approve the Workplace Wellness Policy and authorize the Mayor to sign said policy.	CC-26-118	Leah Womack
h.	Approve Task Order No. 5 (TO5) for professional services related to intersection capacity evaluation, design, preparation of construction documents, bid services, and construction administration for the reconstruction of various streets with Benham Design, LLC; authorize the City Manager to sign related documents, authorize the total additional expenditures not to exceed \$1.98 million, which include 10% contingency; and approve the associated budget amendment.	CC-26-119	Bill Millis
i.	Approve the carry forward of budget appropriations from FY26 to FY27 as presented.	CC-26-120	Jared Thulin

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. 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-2026-13; 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,
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	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.
b.	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.
c.	RESOLUTION NO. CC-2026-17 RESOLUTION OF NECESSITY: A RESOLUTION DECLARING THE NECESSITY FOR ACQUIRING CERTAIN REAL PROPERTY, MORE PARTICULARLY HEREINAFTER DESCRIBED, ALL WITHIN NOBLE COUNTY, STATE OF OKLAHOMA, FOR THE PURPOSE OF ESTABLISHING, CONSTRUCTING, MAINTAINING, AND OPERATING THE LAKE MCMURTRY RAW WATER TRANSMISSION MAIN.
d.	RESOLUTION NO. CC-2026-18 RESOLUTION OF NECESSITY: A RESOLUTION DECLARING THE NECESSITY FOR ACQUIRING CERTAIN REAL PROPERTY, MORE PARTICULARLY HEREINAFTER DESCRIBED, ALL WITHIN NOBLE COUNTY, STATE OF OKLAHOMA, FOR THE PURPOSE OF ESTABLISHING, CONSTRUCTING, MAINTAINING, AND OPERATING THE LAKE MCMURTRY RAW WATER TRANSMISSION MAIN.

7. 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.

Second 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.
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.

8. 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

9. Questions and Inquiries

10. Adjourn

On July 2, 2026 at 2:45 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 JUNE 11, 2026 AT 4:40 P.M.
AT THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER CITY COUNCIL
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
JUNE 15, 2026**

**PRESENT: MAYOR WILLIAM H. JOYCE, VICE MAYOR AMY DZIALOWSKI,
COUNCILORS KEVIN CLARK AND TIM HARDIN**
ABSENT: COUNCILOR CHRISTIE HAWKINS

1. CALL MEETING TO ORDER

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

2. PLEDGE OF ALLEGIANCE

Boy Scout Troop 820 led the audience in the Pledge of Allegiance.

3. CONSENT DOCKET

- 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.
- 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.
- 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.
- e. Approve Extension Agreement #2 to the 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 McMurtry Operations Agreement with Lake McMurtry Friends, Inc. in the amount of \$180,000 for July 1, 2026 – June 30, 2027.
- 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.
- 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.
- 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.
- j. Approve budget amendments reflecting receipt and appropriation of donations to Animal Welfare and proceeds from a vaccine clinic.
- 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.

- l. Approve budget amendments for a donation from Mya's Promise to purchase an additional bench at the PlayAbility playground at Strickland Park.
- m. Approve a budget amendment to purchase traffic control materials, equipment and installation services in the amount of \$59,880.
- n. Accept Permanent and Temporary Construction Easements for the Airport Water Line Project:
 - Parcels A5 and 5.1, Airport Industrial/Office Park, from Tenmark 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.
- 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.
- 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.
- r. Approve a budget amendment to purchase a remote slope mower with funding from the Stormwater Fund to maintain drainage facilities.

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

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

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

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

5. ITEMS REMOVED FROM CONSENT DOCKET

None.

6. PUBLIC HEARINGS

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

Senior Planner Henry Bibelheimer presented the report. He stated that 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. The Public zoning district identifies properties that are operated for the use and benefit of the general public. Mr. Bibelheimer reported that 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.

Mayor Joyce opened the public hearing.

Katie Purdy, Gose & Associates, 113 E. 8th Avenue, spoke on behalf of the applicant, Stillwater Medical Center.

Mayor Joyce closed the public hearing.

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

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR CLARK TO ACCEPT THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE THE PROPOSED MAP AMENDMENT FOR THE PROPERTY ADDRESSED AS 702 S ADAMS ST.

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

- 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).

Mayor Joyce stated that he was recusing himself from this item as it involves a relative of his, so he is turning the item over to Vice Mayor Dzialowski to handle.

Senior Planner Henry Bibelheimer presented the report. He stated that 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. Mr. Bibelheimer reported that 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.

Mr. Bibelheimer and City Attorney Kimberly Carnley answered Council's questions.

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

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

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HARDIN TO ACCEPT THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE THE PROPOSED MAP AMENDMENT FOR THE PROPERTY ADDRESSED AS 6603/6711 W 6TH AVENUE AND 603 S RANGE WEST ROAD.

ROLL CALL VOTE: JOYCE-ABSTAIN, DZIALOWSKI-YEA, CLARK-YEA, HARDIN-YEA.
NAY-NONE. MOTION CARRIED WITH THREE YEA VOTES AND ONE ABSTENTION.

7. RESOLUTIONS

- 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.

City Attorney Kimberly Carnley reported that Melissa Reames previously served the City in the role of Deputy City Manager and CFO prior to her retirement. She currently represents District 5 on the Board of Trustees of the Oklahoma Municipal Retirement Fund. Her term is expiring and she has expressed a desire to continue to serve on the board. She remains eligible as a retiree. Approval of this resolution nominates her for a new five-year term.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR CLARK TO ADOPT RESOLUTION NO. CC-2026-10 AS PRESENTED.

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

- 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

City Attorney Kimberly Carnley stated that this resolution approves submission of a grant application for a FEMA Assistance to Firefighters Grant Fund to purchase firefighting personal protective equipment. Grant funds would be used to replace existing self-contained breathing apparatuses by purchasing 67 new ones, 134 air cylinders, eight rapid intervention team specialized air packs and a face mask for each Stillwater firefighter. She reported that the estimated total project cost is \$956,205 and the anticipated cost share is Federal Grant Funds \$860,585 and City cost share in the amount of \$95,620. Ms. Carnley stated that approval of this resolution approves submission of the application and authorizes the Mayor or Vice Mayor to execute the related documents.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HARDIN TO ADOPT RESOLUTION NO. CC-2026-11 AS PRESENTED.

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

- 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 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

City Attorney Kimberly Carnley stated that this resolution approves the submission of grant application for FEMA Staffing for Adequate Fire & Emergency Response (SAFER) Grant Funds to assist with funding three new full-time firefighter positions for a period of three years. She reported that the estimated total project cost for three full-time firefighter positions for three years is \$820,860.75. The anticipated cost share is Federal grant funds \$506,197.47 and City cost share in the amount of \$314,663.28. Ms. Carnley stated that approval of this resolution approves the submission of the application and authorizes the Mayor or Vice Mayor to execute related documents.

City Attorney Carnley and Deputy City Manager Christy Driskel answered Council's questions.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR CLARK TO ADOPT RESOLUTION NO. CC-2026-12 AS PRESENTED.

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

- 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.

Mayor Joyce stated that Resolution No. CC-2026-13 has been pulled from the agenda and will be brought back at a later meeting.

- 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

City Attorney Kimberly Carnley stated that this resolution approves the submission of a grant application for FAA FY 2026 Airport Improvement Program Entitlement Grant Funds for airport infrastructure improvements at Stillwater Regional Airport. She reported that the grant funds would be for the purpose of reconstruction of the terminal parking lot in connection with construction of the new terminal building. The estimated total project cost is \$1,256,046 and the anticipated cost share is Federal grant funds \$1,094,854 and City cost share in the amount of \$57,624. Ms. Carnley stated that approval of this resolution approves submission of the application and authorizes the Mayor or Vice Mayor to execute related documents and approves the associated budget amendment for the local share.

MOTION BY COUNCILOR CLARK, SECOND BY VICE MAYOR DZIALOWSKI TO ADOPT RESOLUTION NO. CC-2026-14 AS PRESENTED.

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

- f. Resolution No. 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.

Mayor Joyce stated that Resolution No. CC-2026-15 has been pulled from the agenda and will be brought back at a later meeting.

8. ORDINANCES

a. First Reading

Ordinance No. 3611: Ordinance rezoning 702 S. Adams Street from Small Lot Single Family Residential (RSS) to Public (P) Zoning District.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR CLARK TO ADVANCE ORDINANCE NO. 3611 TO SECOND READ AS PRESENTED.

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

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).

MOTION BY COUNCILOR CLARK, SECOND BY VICE MAYOR DZIALOWSKI TO ADVANCE ORDINANCE NO. 3612 TO SECOND READ AS PRESENTED.

ROLL CALL VOTE: JOYCE-ABSTAIN, DZIALOWSKI-YEA, CLARK-YEA, HARDIN-YEA.
NAY-NONE. MOTION CARRIED WITH THREE YEA VOTES AND ONE ABSTENTION.

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.

City Attorney Kimberly Carnley stated that the legislature recently passed the "Food Truck Freedom Act" which implements a streamlined, statewide licensing system for mobile food vendors. As such, changes to City code are needed to mirror the new State law provisions. The new State law does leave some authority to cities to require a local license fee and regulate operation on public property including city-owned parks. She reported that this first Ordinance No. 3613 simply removes from City code how we are currently regulating food trucks under the general food operator business provisions. This is needed so that the City can adopt an entirely new Article that just addresses mobile food establishments in compliance with the State law.

Mayor Joyce moved to Ordinance No. 3614 before voting on Ordinance No. 3613.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HARDIN TO ADVANCE ORDINANCE NO. 3613 TO SECOND READ AS PRESENTED.

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

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.

City Attorney Kimberly Carnley stated that Ordinance No. 3614 creates a new article to provide for regulation of mobile food establishments in accordance with State law. Mobile food vendors will now obtain a state license which includes compliance with fire and safety rules and operational requirements through an annual State inspection. Once they obtain the State license they may operate in accordance with State law or other local code requirements. The new state law provision does authorize the City to require a local license for operation in City limits. She stated with the proposed code changes, a mobile food vendor will still have to get a local license and pay a fee which will cover the administrative costs. Mobile food vendors may operate at any location allowed by the City or on private property in zoning districts where food service establishments are permitted to operate and the vendor has permission of the property owner or in residential zoning districts when the mobile food vendor has been invited by a resident or group of residents. Ms. Carnley reported that accordingly, the operation section of City code sets forth the appropriate zoning districts where they may operate. In addition, mobile food vendors may operate in the following City parks without a park permit: Boomer Lake Park, Southern Woods Park, and Couch Park. She stated that the City has established a Mobile Food Establishment Park Permit for operation at Block 34 Park. There will be an online application process once the changes go into effect.

Ms. Carnley and Deputy Director of Community Resources Stephanie Kinder answered Council's questions.

MOTION BY COUNCILOR HARDIN, SECOND BY COUNCILOR CLARK TO ADVANCE ORDINANCE NO. 3614 TO SECOND READ AS PRESENTED.

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

Mayor Joyce moved back to Ordinance No. 3613 for voting.

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.

City Attorney Kimberly Carnley reported that this ordinance is pretty straightforward as it pertains to the Stillwater West 51 Development District Project Plan. Since the Project Plan was adopted, no development within the Increment District has occurred, and the conditions and opportunities that supported adoption of the original Project Plan have not materialized so it is recommended that the Increment District No. 2 be dissolved.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HARDIN TO ADVANCE ORDINANCE NO. 3615 TO SECOND READ AS PRESENTED.

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

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.

City Attorney Kimberly Carnley reported that this ordinance is related to the Boomer Lake Station Project Plan and Increment District No. 4. Since adoption of the Project Plan, SEDA did enter into a Redevelopment Agreement with a redeveloper but since that time the redevelopment was no longer feasible, so a mutual termination agreement was executed. She stated that the TIF District and the Boomer Lake Station Project Plan are no longer needed and it is recommended to dissolve them.

MOTION BY COUNCILOR CLARK, SECOND BY VICE MAYOR DZIALOWSKI TO ADVANCE ORDINANCE NO. 3616 TO SECOND READ AS PRESENTED.

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

b. Second Reading

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, Covenants, Deed Restrictions And Overlay Requirements; Sec. 23-115.7, Penalty; Repealing All Ordinances To The Contrary; And Providing For Severability.

City Manager (CM) Brady Moore stated that staff is bringing back the proposed changes to the City's existing short-term rental license code provisions. In addition to the changes that were briefly discussed at the last meeting, CM Moore briefly addressed a couple of topics that staff was tasked at reviewing. The first was defensive licensing that is a practice of getting a license just to secure it without the intent to actually use it prior to any possible density impacts. To address this practice, staff has included a provision in this revised code that if an owner fails to maintain an active short-term rental license, then the license is subject to revocation. The code now defines what an active short-term rental license is as any short-term rental that is listed on a short-term rental platform and accepting bookings. He stated that staff has conferred with a third-party compliance software that they can work with to generate reports to show which licenses are active and which ones are not.

City Manager Moore reported that regarding the insurance issue that was discussed at the last meeting, staff has added the phrase that the application will require proof of current valid liability and property insurance.

City Manager Moore stated that the third item staff was asked to provide additional information was on whether owner-occupied properties should be treated differently. Staff worked with the City Attorney to address possible solutions to allow an exception from the density cap requirement for owner-occupied properties. The solution for owner-occupied addresses is that the City could create an exception to the density cap requirement for applicants of short-term rentals that are owner-occupied by looking at their homestead exemption. The Payne County Assessor's office website marks properties for homestead exemption and it is clear and easy for staff to look up this information. The City could then provide that as an exception to the density cap for homestead exemptions. CM Moore reported that there has been additional review about monitoring how the density cap gets applied once implemented. Staff recommends a review of the part of the new code that after six months staff could bring back a report with data that says are there any impacts that have been observed with the new code and give staff flexibility to make changes to the code. He reported that the City Attorney has prepared suggested language for both options if Council chooses to add those options to the code tonight. CM Moore thanked staff for all the time and effort that staff has put into these codes changes.

City Attorney Kimberly Carnley stated the suggested language for the additional options.

Councilor Clark and Mayor Joyce expressed their opinions on the density cap.

MOTION BY COUNCILOR HARDIN, SECOND BY COUNCILOR CLARK TO ADOPT ORDINANCE NO. 3604 AS AMENDED.

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

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 VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR CLARK TO ADOPT ORDINANCE NO. 3605 AS PRESENTED.

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

MOTION BY COUNCILOR CLARK, SECOND BY VICE MAYOR DZIALOWSKI TO ADOPT ORDINANCE NO. 3607 AS PRESENTED.

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

9. APPOINTMENTS

a. Library Board

MOTION BY MAYOR JOYCE, SECOND BY VICE MAYOR DZIALOWSKI TO APPOINT HEIDI WARREN AND REAPPOINT SHARON EDWARDS TO THREE-YEAR TERMS ON THE LIBRARY BOARD.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, CLARK-YEA, HARDIN-YEA.
NAY-NONE. MOTION CARRIED WITH FOUR 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 stated that staff wants to make sure the community is aware of two speed limit changes taking effect this week. To improve safety and traffic operations, the speed limit on 12th Avenue between Jefferson and Duck will increase from 30 to 35 mph, while the speed limit on 19th Avenue between Country Club and Sangre will decrease from 40 to 35 mph. These changes follow traffic engineering evaluations that consider factors such as pedestrian activity, crosswalks, school zones, roadway conditions, and speed limit transitions along each corridor.
- c. Miscellaneous items from the City Council:
 - Councilor Hardin reminded residents to vote tomorrow, Tuesday, June 16. This primary election includes races for governor, lieutenant governor, state

legislators, U.S. representatives, an open U.S. Senate seat, and county commissioner seats in Districts 1 and 3, and a State question. We encourage every eligible voter to participate.

- Councilor Clark invited residents to America's 250th birthday celebrations that City staff have planned for three days of free, family-friendly events: Wednesday, July 1, Cinema 34 at Block 34 featuring the movie, Captain America, Thursday, July 2, The 250th Birthday Bash at Block 34 with live music, vendors, and activities and last on Friday, July 3, the annual Boomer Blast at Boomer Lake Park, with activities beginning at 6 p.m. and fireworks at 9:30 p.m. With festivities wrapping up on July 3, families can enjoy a full day of Independence Day celebrations on July 4. As a reminder, City Hall will be closed Monday, July 6, in observance of the holiday.
 - Vice Mayor Dzialowski announced that on Friday, June 19, from 5:30 to 7:30 p.m., the City is proud to co-host the Juneteenth Picnic and Community Celebration at Southern Woods Park. Everyone is invited to enjoy free food and drinks, live music, games, prizes, and community fun. Many thanks to Stillwater Community United for organizing this annual event. As a reminder, City Hall will be closed on Friday, June 19, in observance of Juneteenth.
 - Mayor Joyce stated that staff is excited to invite the community to the ribbon cutting for the new "Thunder Community Court," at Southern Woods Park on Friday, June 26, at 2:30 p.m. Join us for the celebration alongside some special guests, including Rumble the Bison, Thunder Entertainers, OG&E Thunderbolt, and the Rolling Thunder Book Bus. The City is incredibly grateful to the Oklahoma City Thunder and the Thunder Community Foundation for selecting Stillwater as the newest recipient of a Thunder Community Court. This investment reflects shared commitment to creating spaces where our community can play, connect, and thrive.
- i. Discussion about scheduling items for future meetings.

11. QUESTIONS & INQUIRIES

None.

12. ADJOURN

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HARDIN TO ADJOURN THE JUNE 15, 2026 REGULAR MEETING OF THE STILLWATER CITY COUNCIL.

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

The June 15, 2026 regular meeting of the Stillwater City Council adjourned at 6:16 p.m.

WILLIAM H. JOYCE, MAYOR
STILLWATER CITY COUNCIL

TERESA KADAVY
CITY CLERK

ASSIGNMENT OF AMENDED AND RESTATED PARKING SPACE LEASE AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____ 2026, between the City of Stillwater, Oklahoma, a municipal corporation, and GoodFinch EV V4, LLC, a Delaware limited liability company.

RECITALS

WHEREAS, Francis EVC, LLC (“Francis”) and Stillwater entered into an Amended and Restated Parking Space Lease Agreement dated March 23, 2026, for the purpose of upgrading and operating electric vehicle charging stations located at 1107 S. Duck St. Stillwater, OK 74074; and

WHEREAS, on or about May 7, 2026, Stillwater received notice of assignment from Francis to assign its rights and obligations under the Amended and Restated Parking Space Lease Agreement dated March 23, 2026, to GoodFinch EV V4, LLC (“GoodFinch”); and

WHEREAS, pursuant to Section 15 of the Amended and Restated Parking Space Lease Agreement, Francis may sell or absolutely assign the agreement and all its rights and obligations thereunder to any buyer or other absolute assignee of Francis’ right, title and interest in, to and under the charging stations; and

WHEREAS, Francis provided a Consent to Assignment and Assumption (Attachment A) on or about June 3, 2026, to Stillwater evidencing its intent to assign its rights and obligations under the Amended and Restated Parking Space Lease Agreement; and

WHEREAS, Stillwater has authorized the assignment of the rights and obligations of the Amended and Restated Parking Space Lease Agreement to GoodFinch.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. **Acceptance of Amended and Restated Parking Space Lease Agreement Terms.** GoodFinch agrees to assume the rights and obligations of Francis as set forth in the Amended and Restated Parking Space Lease Agreement (Attachment B) for the duration of the term of said Agreement and any extension authorized therein.

CITY OF STILLWATER, OKLAHOMA
a Municipal Corporation

Brady Moore, City Manager

(Seal)
ATTEST:

Teresa Kadavy, City Clerk

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

Kimberly Carnley, City Attorney

GOODFINCH EV V4, LLC

Name, Title

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

Before me, a Notary Public in and for said County and State, on this _____ day of _____, 2026, personally appeared _____, to me known to be the identical person(s) who executed the within and foregoing instrument as _____ of GoodFinch EV V4, LLC and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of the corporation/limited liability company for the uses and purposes therein set forth.

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

Notary Public
(SEAL)

My commission expires: _____
My commission number: _____

CONSENT TO ASSIGNMENT AND ASSUMPTION

This Consent to Assignment and Assumption (this “**Consent**”) is given by City of Stillwater, an Oklahoma Municipal Corporation (“**Site Host**”), with respect to that certain Amended and Restated Parking Space Lease Agreement dated March 23, 2026 (the “**Agreement**”), by and between Site Host and Francis EVC, LLC, an Oklahoma limited liability company (“**Francis**”), relating to the electric vehicle charging station site located at 1107 S. Duck Street, Stillwater, Oklahoma 74074, as more particularly described therein.

Site Host hereby consents, pursuant to Section 15 of the Agreement, to Francis’s assignment of the Agreement to GoodFinch EV V4, LLC, a Delaware limited liability company (“**Assignee**”), effective as of date set forth in the signature block below (the “**Assignment Effective Date**”). Site Host acknowledges that Francis has advised Site Host that Assignee will assume as of the Assignment Effective Date the rights and obligations of Francis under the Agreement. From and after the Assignment Effective Date, Francis shall be released from all rights, duties, obligations, and liabilities under the Agreement, and Assignee shall be the party responsible for performance of all obligations of Francis under the Agreement.

Sections 19, 21, 23, 25, 26, 27, 28, and 31 of the Agreement are hereby incorporated herein by reference, mutatis mutandis. Nothing in this Consent shall be deemed to amend the Agreement or waive any rights or obligations thereunder, except for Site Host’s consent to the assignment described herein and the release of Francis as expressly set forth herein. Nothing in this Consent shall be deemed to amend the Agreement or waive any rights or obligations thereunder, except for Site Host’s consent to the assignment described herein and the release of Francis as expressly set forth herein.

[*Signature Page Follows.*]

IN WITNESS WHEREOF, Site Host has executed this Consent as of the date set forth below.

SITE HOST:

CITY OF STILLWATER

By: _____

Name: _____

Title: _____

Date: _____

AMENDED AND RESTATED PARKING SPACE LEASE AGREEMENT

This Amended and Restated Parking Space Lease Agreement (this "**Agreement**") is made and entered into as of March 23, 2026 (the "**Agreement Date**"), by and between Francis EVC, LLC, an Oklahoma limited liability company with its principal office at 15 E 5th St., Suite 821, Tulsa, OK 74103 (together with its successors and assigns, "**Francis**"), and City of Stillwater, a Oklahoma Municipal Corporation with its principal office at 723 S. Lewis Street, Stillwater, OK 74074 (together with its successors and assigns, "**Site Host**"). Francis and Site Host are sometimes each referred to herein individually as a "**Party**", and collectively, as the "**Parties**".

RECITALS

WHEREAS, Francis is in the business of developing, installing, operating, maintaining, and owning direct-current fast-charging (DCFC) electric vehicle charging stations and associated infrastructure ("**Charging Stations**");

WHEREAS, Francis and Site Host are parties to that certain Parking Space Lease Agreement, dated as of June 3, 2019 (as amended before the date hereof, the "**Existing Agreement**"), pursuant to which Francis owns and operates Charging Stations on Site Host's real property located at 1050 S. Duncan St. / 1107 S Duck St, Stillwater, OK 74074 as shown on Exhibit A (the "**Premises**");

WHEREAS, Francis desires to upgrade, expand, or replace the existing Charging Stations (the "**Upgrade Project**") located on that certain portion of the Premises as shown on Exhibit B (the "**Leased Premises**"), which includes approximately 300 square feet of space in direct proximity to existing parking spaces upon which Francis may construct up to four (4) Charging Station(s) with up to four (4) charging ports;

WHEREAS, in connection with the Upgrade Project, the Parties wish to amend and restate the Existing Agreement in its entirety on the terms set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and adequacy of which, are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. **Amendment and Restatement.** This Agreement amends and restates the Existing Agreement in its entirety. From the date hereof, the Existing Agreement shall be superseded by this Agreement.

2. **Use of Premises; Upgrade Option Period; Upgrade Notice; Commencement Date.** Upon written notice from Francis to Site Host of its intent to commence the Upgrade Project (the "**Upgrade Notice**" and the date of delivery thereof, the "**Commencement Date**"), Francis shall have the right to effectuate the Upgrade Project. If Francis does not deliver an Upgrade Notice to Site Host within one (1) year after the Agreement Date (the "**Upgrade Option Period**"), Francis' option to submit an Upgrade Notice automatically shall terminate. Provided however, that any upgrades to the leased premises shall not expand the leased premises as depicted in Exhibit B of this Agreement. Any changes to the Leased Premises requires mutual consent of the parties by written Amendment.

3. **Term.** On the Commencement Date, the Upgrade Option Period (if then applicable) automatically shall expire. This Agreement shall expire on the date that is fifteen (15) years after the Commencement Date (the period from the date hereof¹ to such date, the "**Initial Term**"). Provided Francis is not in material breach of this Agreement, Francis shall have the sole right to extend the Agreement beyond the Initial Term for an additional period of five (5) years (the "**Renewal Term**", and together with the Initial Term, the "**Term**"). To extend the Initial Term, Francis shall deliver written notice of such extension to Site Host no later than thirty (30) days prior to the expiration of the Initial Term. Following the Renewal Term, any further renewals will be subject to mutual agreement between Site Host and Francis.

4. **Exclusivity.** For the duration of the Term, Francis shall have the exclusive right to install and operate Charging Stations on the Leased Premises.

5. Rent.

(a) Subject to **Section 5(b)**, as payment for its lease of the Leased Premises, Francis shall pay Site Host \$1 per year (the "**Rent**"). The Rent shall be payable annually, with the first payment to be made by Francis on July 1, 2026, and each subsequent year thereafter.

(b) Following delivery of an Upgrade Notice, **Section 5(a)** shall cease to apply and Francis shall pay Site Host a fee of Seventy Five Dollars (\$75) per electrified parking stall (collectively, "**Rent**") per month (prorated for any partial month), payable on the first day of each month, without demand, at Site Host's notice address set forth in this Agreement or through such electronic means as reasonably agreed upon by Francis and Site Host. The first monthly Rent payment shall be due on the date on which all of the Charging Stations installed as part of the Upgrade Project are operational.

6. **Construction.** Upon the Commencement Date, Francis may, at its sole cost and expense, construct improvements and install trade fixtures as described in Exhibit C. Site Host shall (acting reasonably) decide the final location of the Charging Stations, subject to Francis' approval, such approval not to be unreasonably withheld or delayed.

7. **Access.** Upon the Commencement Date, Site Host shall provide Francis and its designees access to the Premises to construct the Charging Stations. During the Term, Site Host shall provide Francis and its designees (including customers) access to the Premises to access the Charging Stations. Site Host shall not take any action that would unreasonably impair or interrupt the use of the Leased Premises by Francis or its designees (including customers).

8. **Utilities.** Francis agrees to arrange and pay the charges for all necessary utility services for the Charging Stations at the Leased Premises during the Term. Francis shall pay directly to any applicable party (such as the utility company) the cost of installation and shall arrange to have the utility service metered separately. Francis shall be responsible for required utility service to supply utilities to the Leased Premises, provided that Site Host shall authorize such and cooperate with Francis in obtaining such service, including by executing any necessary utility easements, for Francis's operation of the Charging Stations, all at Francis's sole cost and expense.

9. **Site Host Obligations.** Site Host represents and warrants that it is the owner of the Premises and that this Agreement

¹ Note to City: Much of this agreement references "during the Term", which should apply beginning now.

² Note to City: Francis doesn't have authority to grant easements—that's something that only the City can do. Also, generally,

Francis needs the City's cooperation in dealing with utilities, since Francis doesn't have a recorded interest in the property.

does not violate any commitment, lease or other agreement or arrangement of Site Host. As of the Agreement Date, Site Host has no intention of transferring, selling or otherwise changing the current use of the Premises.

10. Use of Leased Premises; Compliance with Laws. Francis shall use and occupy the Leased Premises during the Term solely for construction, operation and maintenance of the Charging Stations and activities incidental thereto, including operating an energy storage system or network and telecommunications equipment or solar technology. All use of the Leased Premises by Francis shall, at all times, comply with all applicable codes, laws, and ordinances. All use of the Premises by Site Host shall, at all times, comply with all applicable codes, laws, and ordinances. For a period of thirty (30) days after the Term, Francis may enter upon the Premises and remove any and all Charging Stations as well as any other ancillary property of Francis relating thereto. Upon removal, Francis shall ensure that all wiring is capped and left in a safe condition that is in compliance with all applicable laws. Francis shall coordinate the removal of the Charging Stations with Site Host.

11. Maintenance. Francis shall be responsible for maintaining the Charging Stations (including, without limitation, all routine and regularly scheduled maintenance and all emergency maintenance) and shall use commercially reasonable efforts to maintain functional availability of the Charging Stations and Site Host shall have no liability for damage to the Charging Stations except to the extent such damage is caused by Site Host's gross negligence or willful misconduct. Francis shall be responsible for all customer-service support. Site Host shall maintain the Leased Premises and the area appurtenant to the Leased Premises in clean, safe, and orderly condition, to at least the same standard as it customarily maintains the common areas that support its business conducted at the property adjacent to the Leased Premises, including providing for snow, ice, and debris removal and garbage collection and removal.

12. Alterations. Except for the construction and maintenance of the Charging Stations and activities incidental thereto, Francis shall not make any alterations, changes in or additions to the Leased Premises without the prior written consent of the Site Host.

13. Signage; Lighting. Francis shall be entitled to install signage (and commercial-grade lighting) on the Leased Premises. Upon request by Francis, Site Host shall allow at least two (2) signs to be placed on the Premises (outside of the Leased Premises) noting the location of the Leased Premises and the Charging Stations and/or providing directions thereto. The location of any such signs on the Premises shall be agreed upon by Site Host and the cost of any such signs shall be borne by Francis.

14. Insurance. Francis shall carry commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) for bodily injury or death and property damage and an umbrella insurance policy of not less than Five Million Dollars (\$5,000,000). A certificate evidencing such insurance shall be delivered by Francis to Site Host as requested. Site Host shall be named as an additional insured on the Comprehensive General Liability policy in amounts equal to the liability limits for political subdivisions set forth in the Oklahoma Governmental Tort Claims Act (51 O.S. § 151 et seq.). Provided, however, this shall not preclude Francis from carrying insurance in amounts exceeding said liability limits so long as Stillwater is not named as an additional insured in any amount in excess of said statutory liability limits.

15. Assignment. Except as otherwise set forth in this section, neither Party shall assign or otherwise transfer (whether by lease or license, sale, hypothecation or otherwise), in whole or in part, this Agreement or any of its rights or obligations hereunder. Either Party may assign or otherwise transfer this Agreement and/or any or all of its rights and obligations hereunder (i) to an affiliate of

such Party, or (ii) to a person or entity to which such Party sells all or substantially all of its assets, or (iii) through merger, division, consolidation or amalgamation.

(a) Site Host shall assign this Agreement to any person or entity to which Site Host sells, leases or licenses any portion of the Leased Premises (a "*Transferee*"). Site Host shall not sell, lease or license any portion of the Leased Premises without first obtaining the written agreement of the Transferee to be bound by this Agreement.

(b) Francis may, may upon written consent of Site Host, which consent shall not be unreasonably withheld, conditioned or delayed, collaterally assign this Agreement and all of its rights hereunder to any lender or equipment lessor (each, together with its successors and assigns, a "*Financing Party*"); provided that no such collateral assignment shall relieve Francis of any of its obligations hereunder. Any Financing Party may further collaterally or absolutely assign. Site Host shall provide a consent/acknowledgement to any collateral assignment to a Financing Party and such other documentation as is reasonably required by such Financing Party; provided that any expenses incurred by Site Host in connection therewith shall be reimbursed by Francis. Francis may sell or absolutely assign this Agreement and all of its rights and obligations hereunder to any buyer or other absolute assignee of Francis' right, title and interest in, to and under the Charging Stations.

16. Default; Remedies. Either Party may terminate this Agreement, effective immediately, upon written notice, in the event that either Party materially breaches this Agreement and such breach is incapable of cure, or with respect to a material breach capable of cure, the breaching Party has not cured such breach within thirty (30) days after receipt of written notice of such breach. If Site Host defaults in performing any of its obligations under this Agreement or is otherwise in material breach of this Agreement, Francis shall have all rights and remedies available to it at law or in equity resulting from Site Host's default.

17. Indemnification; Liability.

(a) Francis hereby agrees to indemnify, hold harmless and defend Site Host, its managers, members, officers, employees, agents and representatives (collectively, "*Site Host Indemnitees*"), from all judgments, debts, liabilities, expenses, costs, damages or losses, contingent or otherwise, whether liquidated or unliquidated, matured or unmatured, disputed or undisputed, contractual, legal or equitable, including professional fees, including fees and disbursements of legal counsel (collectively, "*Losses*"), in each case, incurred in connection with any claim by any third party directly related to Francis's use of the Leased Premises during the Term; provided that such indemnification shall not be available to the extent that any such loss is caused by the gross negligence or willful misconduct of any Site Host Indemnitee. To the fullest extent permitted by applicable law, Site Host hereby agrees to indemnify, hold harmless and defend Francis, its managers, members, officers, employees, agents and representatives (collectively, "*Francis Indemnitees*") from all Losses incurred in connection with claim by any third party directly related to any portion of the Premises other than the Leased Premises, in each case, to the extent that such claim arises during the Upgrade Option Period or the Term; provided that such indemnification shall not be available to the extent that any such loss is caused by the gross negligence or willful misconduct of any Francis Indemnitee.

(b) To Site Host's knowledge, the Premises is free of environmental contamination. No Francis Indemnitee will have any liability (i) for any environmental contamination of the Premises, except to the extent introduced by a Francis Indemnitee, or (ii) for diminution in value of the Premises as it relates to environmental contamination. To the fullest extent permitted by applicable law, Site Host shall defend, indemnify, and hold harmless Francis

Indemnitees from and against any and all Losses incurred in connection with any claim by any third party (including for loss of life or personal injury), and/or Losses to property, in each case, arising out of the presence or Release of any Hazardous Materials (a) at, on, under, or migrating from the Premises prior to the installation of any Charging Station or (b) first in existence at, on, under, or migrating from the Premises after the installation of any Charging Station, to the extent introduced by Site Host Indemnified Parties. Francis shall defend, indemnify, and hold harmless Site Host Indemnitees from and against any and all Losses incurred in connection with any claim by any third party (including for loss of life or personal injury), and/or Losses to property, in each case, arising out of the presence or Release of Hazardous Material introduced by Francis Indemnified Parties at the Leased Premises. For purposes of this Section 17(b), "**Hazardous Material**" means any (i) substance, material, or waste that is regulated, listed, or defined under any Environmental Laws, and (ii) asbestos-containing materials, polychlorinated biphenyls, petroleum, or any fraction thereof and per- and poly-fluoroalkyl substances. "Environmental Laws" means any federal, state, or local statutes, laws, ordinances, regulations, rules, resolutions, orders, determinations, writs, injunctions, common law rulings, awards, judgments, and decrees relating to the protection of human health or safety, the environment or natural resources, or the generation, use, recycling, processing, labeling, manufacture, storage, treatment, disposal, Release, threatened Release, transportation, or handling of Hazardous Materials. "**Release**" means any presence, emission, spill, seepage, leak, escape, leaching, discharge, injection, pumping, pouring, emptying, dumping, disposal, migration, or release of Hazardous Materials from any source into or upon the indoor or outdoor environment.

(c) To the fullest extent permitted by applicable law, Site Host shall not assert, and Site Host hereby waives, any claim of Site Host against any Francis Indemnitee, on any theory of liability, for special, indirect, exemplary, consequential or punitive damages (as opposed to direct or actual damages), or for any lost revenues, profits, savings or business, or contribution or indemnity in respect of any claim against Francis, in each case, arising out of, in connection with, or as a result of, this Agreement or the transactions hereby contemplated (the "**Transactions**"). In no event shall Francis's liability for any Losses (including costs, expenses and attorneys' fees incurred in any underlying action that may be characterized as "compensatory or other damages"), whether based on contract, tort (including negligence), or otherwise, in connection with the Transactions, exceed the amount of compensation payable to Site Host under this Agreement.

18. **Confidentiality.** Neither Francis nor Site Host will disclose the terms of this Agreement to others that are not parties to this Agreement, other than (i) in connection with evaluating, negotiating and, if applicable, consummating a permitted assignment, licensing or transfer hereunder, (ii) to such Party's accountants, attorneys or other consultants, or (iii) to any prospective or actual assignee permitted under Section 14. Provided, however, Francis understands and acknowledges that Site Host is subject to the Oklahoma Open Records Act (51 O.S. § 24A.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Francis pursuant to this Agreement that would be inconsistent with its compliance with its statutory requirements thereunder. Neither Francis nor Site Host will use the other Party's name or trademark without the other Party's prior written consent.

19. **Notices.** All notices required or permitted to be given by or pursuant to this Agreement shall be given in writing in the English language. All such notices shall be delivered: (a) personally, (b) by email, (c) by U.S. Registered or Certified Mail, Return Receipt Requested, or (d) by overnight delivery by a nationally recognized overnight courier service. Such notices shall be deemed to have been given (x) the first business day following the date of delivery

if delivered personally or by email, (y) on the third business day following the date of mailing if mailed by U.S. Registered or Certified Mail, Return Receipt Requested, or (z) on the date of receipt if delivered for overnight delivery by a nationally recognized overnight courier service. All such notices and, unless otherwise specifically provided herein for the exchange of particular information, all other communications related to this Agreement shall be given to any Party per the information set forth below (or such other contact information for any Party as is notified to the other Party in writing):

If to Site Host:

City of Stillwater, Oklahoma
Attn: Brady Moore, City Manager
Email: brady.Moore@stillwaterok.gov
Address: 723 S. Lewis Street, Stillwater, OK 74074

With copies to:

City of Stillwater, Oklahoma
Attn: City Clerk
Email: teresa.kadavy@stillwaterok.gov
Address: 723 S. Lewis Street, Stillwater, OK 74074

If to Francis:

Attn: Legal Department
Email: legal@francisenergy.com
Address: 15 E 5th Street, Suite 800, Tulsa, OK 74103

20. **Entire Agreement.** This Agreement is the entire agreement of the Parties respecting the subject matter hereof, and supersedes any other agreement regarding the subject matter hereof (including without limitation the Existing Agreement). There are no other agreements, representations or warranties, whether oral or written, respecting the subject matter hereof.

21. **Mutuality.** This Agreement, and all the provisions of this Agreement, shall be deemed drafted by all of the Parties. This Agreement shall not be interpreted strictly for or against any Party, but solely in accordance with the fair meaning of the provisions hereof to effectuate the purposes and intent of this Agreement.

22. **Additional Representations.** Each Party hereto has entered into this Agreement based solely upon the agreements, representations and warranties expressly set forth herein and upon its own knowledge and investigation. Each Party hereto represents and warrants to the other Party that the person executing this Agreement on such Party's behalf has the requisite power and authority to execute and deliver this Agreement on its behalf and to bind such Party to the terms and conditions of this Agreement.

23. **Governing Law; Waiver of Jury Trial.** This Agreement shall be governed by and construed in accordance with the domestic laws of the state in which the Premises is located (the "State"), without giving effect to any choice or conflict of law provision or rule of law that would cause the application of laws of any jurisdiction other than the State in which the Premises is located. All disputes arising out of or relating to the operation of this Agreement shall be brought solely in the federal or state courts having territorial jurisdiction over the Premises. The Parties hereby irrevocably waive any objection and any right of immunity with respect to the jurisdiction of the forums specified in this Section 23 or on any grounds, including without limitation, venue or the convenience of such forums, or from the execution of judgment resulting therefrom. Each Party hereby irrevocably accepts and submits to the jurisdiction of the courts specified in this Section 23 with respect to any suit, action or proceeding arising out of or relating to the operation of this Agreement.

24. **No Partnership.** Nothing in this Agreement shall be construed to create a partnership or joint venture, nor to authorize any Party hereto to act as agent for or representative of any other Party hereto.

25. **Reformation.** In the event any provision of this Agreement, or the application of such provision to any person or set of circumstances, shall be determined to be invalid, unlawful, or unenforceable to any extent for any reason, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, or unenforceable, shall not be affected and shall continue to be enforceable to the fullest extent permitted by law.

26. **Waiver.** A Party to this Agreement may decide or fail to require full or timely performance of any obligation arising under this Agreement. The decision or failure of a Party to require full or timely performance of any obligation arising under this Agreement (whether on a single occasion or on multiple occasions) shall not be deemed a waiver of any such obligation. No such decisions or failures shall give rise to any claim of estoppel, laches, course of dealing, amendment of this Agreement by course of dealing, or other defense of any nature to any obligation arising hereunder.

27. **Amendment.** This Agreement may be amended or modified only in writing signed by the Parties which specifically references this Agreement.

28. **Further Assurances.** Each Party hereto, after the execution of this Agreement, shall execute, acknowledge, and deliver any further assurances, documents and other instruments reasonably requested by the other Party, and will take any other action reasonably requested, consistent with the terms of this Agreement.

29. **Waiver of Liens.** Site Host acknowledges that regardless of the manner of the Charging Stations' affixture to the Leased Premises, the Charging Stations are personal property of Francis and not fixtures. Site Host disclaims any interest in the Charging Stations and other physical assets or goods located at the Leased Premises (the "*Personal Property*") and hereby waives and releases any and all property rights, liens, security interests, claims, and all other rights (in each case, whether arising by contract, statute or otherwise) in, to or under any Personal Property and all proceeds thereof.

30. **Compliance.** Within the framework of its commercial dealings with each other, the Parties are obligated to desist from all practices which may lead to penal liability due to fraud or embezzlement, insolvency crimes, crimes in violation of competition, guaranteeing advantages, acceptance of a benefit, bribery, acceptance of bribes or other corruption crimes on the part of persons employed by such Party or other third parties. The Parties are obligated to comply with all laws and regulations applicable to both itself and the commercial relationship with each other.

31. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original. This Agreement shall become effective only when all of the Parties hereto shall have executed the original or counterpart hereof. This Agreement may be executed and delivered by a facsimile or digitized transmission of a counterpart signature page hereof.

[Signature Page Follows.]

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Agreement Date.

FRANCIS:
Francis EVC, LLC

By: 
Name: Ashton Valente
Title: General Counsel

SITE HOST:
City of Stillwater
723 S. Lewis Street,
Stillwater, OK 74074

By: 
Name: William Joyce
Title: Mayor

Exhibit A

Premises



Exhibit B

Leased Premises

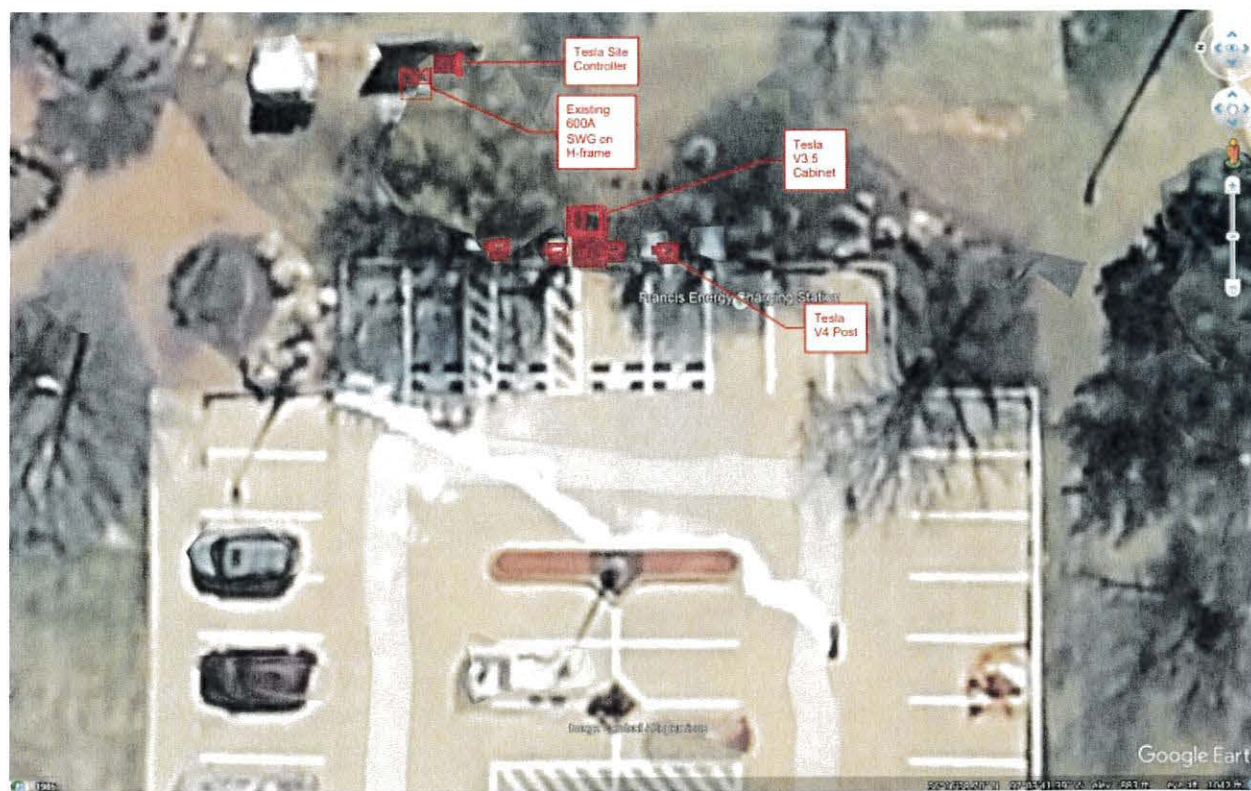


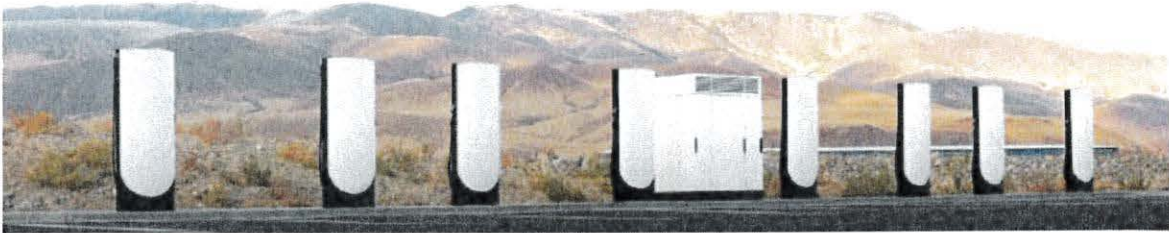
Exhibit C

Construction Specifics

Charging Capacity	Up to 325kWh Per Port
Charge Rate	Up to 800 Miles per hour
Charging Plug	NACS and CCS

Remote Monitoring and Controls:

24/7 Monitoring
Remote Troubleshooting
Territory-Wide Push Updates



**SHORT-TERM EXTENSION OF
AVIATION MARKETER AGREEMENT**

THIS AGREEMENT is made and entered into on this ____ day of _____ 2026 by and between the City of Stillwater, Oklahoma, a municipal corporation, as owner and operator of Stillwater Regional Airport, and Phillips 66 Company.

WITNESSETH

WHEREAS, on July 1, 2019, the City of Stillwater ("Stillwater") and Phillips 66 Company ("Phillips 66") entered into an Aviation Marketer Agreement ("Agreement") and Agreement to Fund Addendum to the Aviation Marketer Agreement, for the purpose of providing aviation fuels and the installation and upgrade to Stillwater's fuel storage tanks at Stillwater Regional Airport ("Airport") for an initial term beginning July 1, 2019, and ending June 30, 2024; and

WHEREAS, the parties executed an Amended and Restated Second Agreement to Fund Addendum to the Aviation Marketer Agreement dated July 1, 2020, to extend the term of the Agreement and provide for additional funding to be used for the installation and upgrade to Stillwater's fuel storage tanks at Stillwater Regional Airport; and

WHEREAS, the parties agree that a short-term extension of the current Agreement allows the parties to negotiate a new agreement and supports continued operation for airport users.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Extension Term. The parties agree to extend the Aviation Marketer Agreement dated July 1, 2019, for an additional one (1) month beginning July 1, 2026, and ending July 31, 2026. The parties agree that this Agreement may be terminated earlier than July 31, 2026, by execution of a new Aviation Marketer Agreement to provide aviation fuels to Stillwater Regional Airport.
2. Effect of Contract Provisions. Except as amended herein, all provisions contained within the Agreement dated July 1, 2019, and any subsequent addendums, 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.

Phillips 66 Company

City of Stillwater, Oklahoma
a Municipal Corporation

Barry Nordhues

Brady Moore, City Manager

Barry Nordhues, Branded Sales rep - Aviation
Name, Title

REPORT TO: CITY COUNCIL

MEETING DATE: JULY 7, 2026



Agenda Item:	3.d. CC-26-115
Previous/Related Action:	This was presented at last council meeting. However, revisions by OSU were not included in that agreement; we are therefor presenting the agreement again with the included revisions.
Background/Issue:	Additional revisions were requested by Oklahoma State University. Those are captured in the attached revised lease agreement.
Proposal/Solution:	Accept the revised agreement with OSU.
Financial Source/Impact:	The City is reimbursed for the full amount by the Trailriders Club.
Related Pillar(s):	Quality of Life
Recommended Action/Motion:	Approve Revised 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.
Prepared By:	Barbara Bliss, Community Resources Director
Reviewed By:	Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. FY 26-27 Motorcycle Lease final (highlighted changes)

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease"), is effective the 1st day of July, 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, OSU 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 Eighty-One Dollars (\$11,181), said rent to be due and payable in advance upon the execution of this Lease.

1. The Lessor understands that subject to Section 6 of this Lease, the Lessee may 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 third parties the right to enter upon the Leased Premises for conducting geophysical and geological surveys, cedar abatement activities, and for the drilling and operation of oil and gas wells. OSU retains the right to any surface or crop damage that might be incurred from any oil and gas operations or related authorized third-party activities
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 that such insurance policies name Lessor as a Certificate Holder and provide Lessor with notice of cancellation or material modification of coverage.
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. Either Lessor or Lessee may terminate this Lease in its entirety, with or without cause, by providing the other party with ninety (90) days' prior written notice. Upon termination, Lessor shall refund to Lessee the prorated portion of any rent previously paid that applies to any period after the effective date of termination.

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: _____

By: _____

Name: William H. Joyce
Title: Mayor

Name: Chris Kuwitzky
Title: Senior Vice-President and
Chief Financial/Administrative Officer



REPORT TO: CITY COUNCIL

MEETING DATE: JULY 7, 2026

Agenda Item:	3.e. CC-26-116
Previous/Related Action:	
Background/Issue:	Currently, Block 34 does not have dedicated Wi-Fi service, creating challenges for event operations, vendor participation, and future growth opportunities. The lack of reliable internet access impacts the ability to host larger-scale events, as many event operations rely on connectivity for communication, production needs, registration systems, and other technology-based services. Additionally, vendors require dependable Wi-Fi access to support payment processing systems and point-of-sale transactions, which can impact the overall vendor and attendee experience. The absence of Wi-Fi also creates limitations for security infrastructure, including the installation and operation of cameras and other connected safety equipment. Establishing Wi-Fi service at Block 34 will provide the necessary infrastructure to support current programming, enhance large events and rentals, improve vendor operations, and increase safety and security throughout the park.
Proposal/Solution:	An agreement has been established between the City of Stillwater/Block 34 and Bluepeak to provide complimentary public and vendor Wi-Fi services throughout Block 34 Park. This partnership will enhance connectivity for residents, businesses, vendors, visitors, and event attendees by providing reliable, high-speed internet access throughout the park. As part of the agreement, Bluepeak will install and maintain a 5Gbps fiber optic connection to Block 34 Park, including a minimum of eight (8) outdoor Wi-Fi 7 access points strategically placed throughout the park. The service will be provided at no cost to Block 34 users, supporting community engagement, event operations, rentals, and large-scale events. The availability of dedicated high-speed Wi-Fi will enhance the overall experience at Block 34 by supporting event production needs, vendor operations, guest connectivity, and future rental opportunities. Reliable internet access will help position Block 34 as a premier destination for community events, private rentals,

	festivals, and large gatherings. Community and Vendor Wi-Fi Features Include: Free and Secure High-Speed Internet Access for Vendors Block 34 vendors will have access to high-speed Wi-Fi to support payment processing, point-of-sale systems, and other business operations. Providing reliable connectivity will improve the vendor experience and encourage participation in Block 34 programs and events. Custom Wi-Fi Splash Page Visitors connecting to the Block 34 Wi-Fi network will be directed to a custom co-branded landing page, that can also include other sponsors of Block 34 such as KICKER, Simmons Bank Pavilion, etc.. The City of Stillwater may utilize this splash page to promote Block 34 events, programs, announcements, and community and City messaging. The page will include “Powered by Bluepeak” co-branding.
Financial Source/Impact:	Bluepeak will serve as the sponsor of Wi-Fi 34, providing \$6,000 annually for a two-year term to help offset equipment and ongoing Wi-Fi service costs. As part of the sponsorship agreement, Bluepeak will receive the following recognition and engagement opportunities: • Co-branding as the official Wi-Fi 34 sponsor • Presenting sponsorship recognition for Cinema 34 programming • Use of the Simmons Bank Pavilion once annually for a networking event • Promotional opportunities at Market 34 events • A branded sponsor table at two B34 LIVE Concert Series events • Digital advertising on the three Block 34 digital boards twice monthly during event programming
Related Pillar(s):	Quality of Life Strong Infrastructure Effective Services
Recommended Action/Motion:	Approve a Sponsorship Agreement with Bluepeak to provide Community Wi-Fi to Block 34 Park.
Prepared By:	Stacie McGrew
Reviewed By:	Barbara Bliss Christy Driskel Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. 2026 Sponsorship Agreement_Block34 Park (BP revisions 061826) (002)

SPONSORSHIP AGREEMENT – BLOCK 34 PARK COMMUNITY WI-FI

THIS SPONSORSHIP AGREEMENT (“Agreement”) is made and entered as of June 24, 2026 between Bluepeak (“Bluepeak”), a Delaware limited liability company qualified to do business in Oklahoma and the City of Stillwater, Oklahoma, a municipal corporation (“Stillwater”), as owner and operator of Block 34 Park.

BACKGROUND

- A. Block 34 Park is a unique community park in the center of downtown Stillwater, Oklahoma and hosts many community events as well as operates as a gathering space for residents and their guests.
- B. Bluepeak wishes to further its exposure of its products and/or services through its association with Block 34 Park and better support the local Stillwater residents.

NOW, THEREFORE, in consideration of the foregoing Background and other valuable consideration, Bluepeak and Stillwater (the “Parties” collectively or each referred to as a “Party”) agree as follows:

- 1. Term of Agreement. This Agreement shall be for one (1) year beginning June ____, 2026, and ending on June 30, 2027 (the “Initial Term”). This Agreement may be renewed, as evidenced by a written extension agreement signed by both parties, for one (1) additional year prior to the expiration of the Initial Term.

Neither Party shall have any of the rights set forth in this Agreement after its expiration or termination.

- 2. Sponsorship Benefits. During the Term, provided that Bluepeak and/or Stillwater respectively fulfills all of its obligations to the other party, Bluepeak and/or Stillwater will receive the benefits described on Exhibit A attached to this Agreement and made a part hereof (the “Sponsorship Benefits”).
- 3. Sponsorship Payment. In consideration of the Benefits to be provided to Bluepeak by Stillwater, Bluepeak will, in addition to providing the benefits outlined in Exhibit A, pay Stillwater the following sponsorship amount (net 30) and at the times set forth below:

Sponsorship Payment: \$6,000 June ____, 2026

Extension Term Sponsorship Payment (if extended):
\$2,000 (July 2027)
\$2,000 (Nov 2027)
\$2,000 (March 2027)

Bluepeak may terminate this Agreement for convenience by providing thirty (30) days' notice to Stillwater and then Bluepeak will have no further obligations under this Agreement to Stillwater. Bluepeak shall be liable for all costs and services actually provided by Stillwater up to the effective termination date. Stillwater may terminate this Agreement at any time if, in the City's sole discretion, continuation of the sponsorship is not in the best interests of the City of Stillwater.

4. City of Stillwater Marks. To the extent that any of the Bluepeak's Benefits described in Exhibit A hereto include the right to make use of City of Stillwater or Block 34 Park logos or trademarks, ("City of Stillwater/Block 34 Park Marks"), Bluepeak agrees that its use of City of Stillwater/Block 34 Park Marks is non-exclusive, limited, and non-transferable and must be approved by Stillwater prior to its use. Bluepeak further agrees that it may not make use of City of Stillwater/Block 34 Marks in any promotion without the prior written approval of the Stillwater City Manager or his designee. Bluepeak further agrees that it may not make use of City of Stillwater/Block 34 Park Marks for the retail sale of any products. All right, title, and interest in and to the City of Stillwater/Block 34 Marks is and shall remain the sole and exclusive property of Stillwater.
5. Bluepeak Marks. To the extent that any of the Stillwater's Benefits described in Exhibit A hereto include the right to make use of Bluepeak's logos or trademarks, ("Bluepeak Marks"), Stillwater agrees that its use of Bluepeak Marks is non-exclusive, limited, and non-transferable and must be approved by Bluepeak prior to its use. Stillwater further agrees that it may not make use of Bluepeak Marks in any retail promotion or sale of a product without the approval of Bluepeak or authorized agents. All right, title, and interest in and to the Bluepeak Marks is and shall remain the sole and exclusive property of Bluepeak.
6. Non-Exclusive. This Sponsorship Agreement is non-exclusive. Stillwater may enter into other sponsorship agreements for Block 34 Park with other parties.
7. No Endorsement. This Sponsorship Agreement shall not be deemed to constitute an endorsement by the City of Stillwater of Bluepeak or its services and products, or create any proprietary interest of Bluepeak in the City of Stillwater or Block 34 Park, or any City of Stillwater facility, park, program, equipment or tangible property.
8. Miscellaneous.
 - a) Control of City Assets. The City does not relinquish any aspect of the city's right to direct, manage and control any city facility, park, program, equipment, or tangible property.



- b) Personal Benefit to City officials or employees Prohibited. Bluepeak must not confer a personal benefit, directly, or indirectly, to any particular individual city official or employee.
- c) Compliance with Laws. Bluepeak and Stillwater will comply with all federal, state, and local laws in connection with their respective performance under this Agreement.
- d) Indemnification. Bluepeak agrees that the City of Stillwater, its agents, employees, directors and officers shall not be liable for any claim, demand, damage, accident or injury to persons or property occurring directly or indirectly as result of this agreement or Bluepeak's sponsorship. Bluepeak agrees to indemnify and hold harmless the City, its employees and agents from any and all loss, claims, settlements, or judgments for any injury or damage whatsoever including those for personal injury, bodily injury, property damage, and/or death arising out of the negligence or other actionable fault of Bluepeak, its affiliates, subsidiaries, subcontractors, agents, servants, and/or employees in the performance of this Agreement.
- e) Non-Transferrable / No Assignment. This Agreement is not assignable or transferrable. Bluepeak shall not transfer or assign its rights or obligations, or any benefits, under this Agreement. In the event that either Party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, or is the subject of a petition in bankruptcy and such petition is not dismissed within sixty (60) days from its filing, then this Agreement shall terminate immediately and be of no further force and effect.
- f) Notices. All notices hereunder must be in writing and shall be deemed to have been given when (a) delivered by hand (with written confirmation of receipt), (b) sent by facsimile (with written confirmation of receipt) (c) sent by certified mail, return receipt requested when received by the addressee; (d) sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses set forth on the signature page below (or to such other addresses as a signatory may designate by notice to the other signatories) or (e) when received by the addressee, if sent by e-mail to the appropriate e-mail address of the addressee.
- g) Entire Agreement. This Agreement including Exhibit A "Sponsorship Benefits" constitutes and contains the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior or contemporaneous written or oral understandings or



agreements with respect thereto. No amendment to this Agreement shall be valid unless in writing signed by each of the Parties hereto.

- h) No Waiver. The failure of any Party to exercise any of its rights under this Agreement shall not be deemed a waiver of such right or any other rights.
- i) Choice of Law. This Agreement shall be construed, interpreted, and enforced under the laws of the State of Oklahoma without regard to its principles of conflict or choice of law.
- j) Relationship of the Parties. Bluepeak and Stillwater are independent contracting parties and nothing in this Agreement shall be deemed to create a partnership, joint venture, or agency relationship between them nor does it grant either Party any authority to assume or create any obligation on behalf of or in the name of the other Party.
- k) This Agreement may be executed in counterparts by facsimile or electronic signature, each of which shall be deemed an original and each counterpart together shall constitute one document.

Bluepeak and Stillwater represents and warrants that the person whose signature appears below for Bluepeak or Stillwater is duly authorized to execute this Agreement and legally bind Bluepeak or Stillwater under this Agreement.



ACCEPTED AND AGREED AS OF THE ABOVE DATE:

Bluepeak
4600 S Ulster Street, Suite 1300
Denver, CO 80237

By: _____

Name: _____

Title: _____

Date: _____

City of Stillwater, Oklahoma,
a Municipal Corporation

By: _____

Name: William H. Joyce

Title: Mayor

Date: _____

Billing Contact Name & Address

Clarity Telecom, LLC d/b/a Bluepeak
Leslie Norgren
4600 S Ulster Street, Suite 1300
Denver, CO 80237

Stillwater's Contact Information

City of Stillwater
Attn: City Clerk
723 S. Lewis St.
Stillwater, OK 74074



EXHIBIT A

SPONSORSHIP BENEFITS

STILLWATER BENEFITS :

1. FREE COMMUNITY WI-FI AT BLOCK 34 PARK

Bluepeak will provide free public Wi-Fi (“Community Wi-Fi”) to the end user and vendor Wi-Fi to Block 34 Park; helping residents, businesses, and visitors stay connected. Bluepeak will install and maintain 5Gbps fiber optic cable to Block 34 Park with a minimum of eight (8) individual outdoor Wi-Fi 7 access points around Block 34 Park at no cost to Stillwater’s end users.

Bluepeak free Community Wi-Fi and free Vendor Wi-Fi provides the following features to Stillwater:

Free High-Speed Internet Access for Vendors

Vendors can access high-speed Wi-Fi for payments processing and POS systems which promotes vendor interest and participation at Block 34 Park programs and events.

Wi-Fi Splash Page

Visitors accessing the Wi-Fi network are directed to a custom co-branded landing page. Stillwater may utilize the splash page for Block 34 Park events and programs marketing and announcements for Block34 Park messaging. The Wi-Fi Splash Page shall include “Powered by Bluepeak” co-branding.

BLUEPEAK BENEFITS:

1. WI-FI 34 – SPONSOR LOGO

Bluepeak and Stillwater shall collaborate to create a co-branded Wi-Fi 34 Sponsor logo, as approved by both parties, for use by Stillwater and Bluepeak as follows:

- Branding on Block 34 Park Wi-Fi Splash Pages, signage, and inclusion in Stillwater’s Block 34 Park marketing materials
- Web Presence: Logo and link on the Block 34 Park webpage to recognize the corporate sponsorship of free community Wi-Fi at Block 34 Park
- Social Media Collaboration: Joint campaigns highlighting community impact of free public Wi-Fi at Block 34 Park



4600 S Ulster St. Suite 1300 | Denver, CO 80237 | mybluepeak.com

2. BLOCK 34 PARK DIGITAL BOARD SIGNAGE

Bluepeak-branded digital advertisements will be featured on Block 34 Park's on-site digital board prior to and during 24 designated events per year (2x/month). Bluepeak will provide all ad creative; Stillwater reserves approval rights.

Location: Primary digital board located at venue.

Timing: Ads to run at least 30 minutes before event start or during intermission.

3. CONCERT SPONSORSHIP

Bluepeak shall receive the following concert sponsorship benefits for two shows during the term of this Agreement:

- One Bluepeak-branded table per event in a high-traffic area (placement at Stillwater's discretion).
- Bluepeak's logo inclusion on designated primary event marketing materials (digital and print) including: Email newsletters, Event landing page, Social media posts (min. 1x per event) for the selected events.
- Scheduling Concert Dates: Bluepeak and Stillwater shall review the concert schedule and mutually agree on the concert dates no later than 90 days prior to the event. Bluepeak to supply logos and copy by agreed deadlines; all concert marketing materials and content is subject to the final approval of Stillwater.

4. SIMMONS BANK PAVILION RENTAL

Bluepeak may reserve the Simmons Bank Pavilion at no cost to Bluepeak for the July 18, 2026 concert event for the purpose of hosting a pre-concert networking event for the Stillwater Chamber Young Professionals Group. Rental of the pavilion shall be subject to all other Block 34 Park rental rules and policies.

5. MARKET 34

Bluepeak-branded advertisements will be featured during the Market 34 season:

- Stillwater will provide four (4) A-frame sign structures per event, placed in strategic, high-visibility locations throughout Block 34 Park
- Bluepeak will provide 24" x 36" sign panels for each A-frame.
- A-frames may be double-sided, allowing for up to eight (8) total sign panels per event.
- All signage creative is subject to final approval by the City of Stillwater.



6. PRESENTING SPONSOR OF CINEMA 34

Bluepeak will serve as the Presenting Sponsor of the monthly movie night event series held on the first Friday of each month, July through October, except July. This event will be held on Wednesday, July 1 to add an additional event for the 250th celebration of America at Block 34 Park. Times will be determined based on production team and City staff. Bluepeak will receive recognition as Presenting Sponsor in designated primary event advertising and promotional materials (digital and print), including social media promotions.

ADDITIONAL JOINT SPONSORSHIP BENEFITS:

1. PRESS RELEASE – ANNOUNCEMENT OF FREE COMMUNITY WI-FI AT BLOCK 34 PARK

Bluepeak and the City of Stillwater shall coordinate to publish a joint announcement highlighting Block 34 Park Free Community Wi-Fi powered by Bluepeak.

2. CO-BRANDED CASE STUDY

Stillwater agrees to be featured in a co-branded case study produced by Bluepeak. Stillwater shall have the opportunity to review and approve content prior to publication. Distribution may include but is not limited to Bluepeak's website, PR releases, and sales materials. Provided however, that in the event of termination of this Agreement by the City, or in the event the City otherwise determines it to be in the best interest of the City, Stillwater may request in writing to revoke use of the case study, and upon written request Bluepeak shall immediately discontinue use of the case study, including removing it from posting and distribution.

REQUIREMENTS APPLICABLE TO ALL SPONSORSHIP BENEFITS

The Simmons Bank Pavilion shall at all times be referred to as the "Simmons Bank Pavilion" in relation to the rental benefit provided for herein or any related marketing, announcements, communication, or otherwise related to the pre-concert networking event. Bluepeak understands and acknowledges that any banner or signage placed in accordance with this Agreement and the rental shall not exceed the size, number, or prominence of signage provided to Simmons Bank on the Simmons Bank Pavillion.

Any benefits outlined herein shall only apply to City sponsored programs, concerts, and events at Block 34 Park and in no way extend to any marketing or promotional materials or events



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provided by another entity, including but not limited to, Stillwater Community Center Foundation and the Block 34 LIVE concert series.



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REPORT TO: CITY COUNCIL

MEETING DATE: JULY 7, 2026



Agenda Item:	3.f. CC-26-117
Previous/Related Action:	
Background/Issue:	• D & T Outlaw Properties, LLC purchased seven (7) lots at the southeast corner of N. Husband Street and W. Miller Avenue. The lots were combined to create a new parcel addressed as 110 W. Virginia. The legal descriptions are referenced in Exhibit A. • D & T Outlaw Properties, LLC is completing a multi-family redevelopment project creating eight (8) town-home style structures which are facing W. Miller Avenue and are addressed as 119 W. Miller Avenue. • During the redevelopment project, the applicant is required to remove three existing driveway approaches on the south side of West Miller Avenue and replace those approaches with concrete curb and gutter that is built to City standards. • The applicant wishes to partner with City of Stillwater to reconstruct 252 linear feet of curb and gutter along the south side of Miller Avenue, east of Husband, that is in poor condition and does not meet current City Standards. • It is in the best interest of the public to rebuild the full length of curb and gutter up to current City standards, for stormwater conveyance and pedestrian safety. • As shown in Exhibit B, replacing the three approaches will be approximately 51 linear feet of the 252 linear feet proposed to be replaced with a cost estimate of \$20,618.14. • The development agreement proposes that the City reimburse the developer for the 201 linear feet of additional curb and gutter to be installed, the cost of which shall not exceed \$16,445.42
Proposal/Solution:	City Staff have identified a collaborative approach where the developer will rebuild the 252 linear feet of curb and gutter on the south side of West Miller Avenue, up to current city standards. The developer will be financially responsible for the 51 linear feet of curb and gutter that is required to remove the three approaches, and the city will reimburse the developer for the additional 201 linear feet, with a cost that shall not exceed \$16,445.42.
Financial Source/Impact:	Funding for the reimbursement will come from previously

	authorized transportation sales tax funds.
Related Pillar(s):	Strong Infrastructure
Recommended Action/Motion:	Motion to approve the Development Agreement with D & T Outlaw Properties and authorize the City Manager to sign the agreement.
Prepared By:	David Barth, Director of Development Services
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Development Agreement
2. Exhibit A - Property Legal Description
3. Exhibit B - Construction Plans & Quote

**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF STILLWATER, OKLAHOMA
AND DEVELOPER**

This Development Agreement ("Agreement") is made and entered into this ____ day of _____, 2026, by and between the City of Stillwater, Oklahoma, a municipal corporation (the "City"), and D&T Outlaw Properties, LLC an Oklahoma limited liability company ("DEVELOPER").

RECITALS

WHEREAS, the City is a municipal corporation organized under the laws of the State of Oklahoma; and

WHEREAS, DEVELOPER owns certain real property commonly known as 110 W. Virginia Avenue, and more particularly described in attached Exhibit A (the "Property").

WHEREAS, DEVELOPER is developing a multifamily project in an older part of town along the south side of Miller Street addressed as 111 W. Miller Avenue; and

WHEREAS, DEVELOPER is required to remove three existing driveway approaches along Miller Street and replace those approaches with concrete curb and gutter; and

WHEREAS, the City maintains the Miller Street paving, including the curb and gutter; and

WHEREAS, the existing curb and gutter along the south side of Miller Street is in poor condition and does not meet current City Standards; and

WHEREAS, replacement of the curb and gutter along the full length of the Property is a benefit to public welfare by improving stormwater conveyance along Miller Street, and providing a taller barrier between vehicles in the road and pedestrians along the public sidewalk; and

WHEREAS, it is in the best interest of the public to, when appropriate, partner with developers to improve and/or replace aged and inadequate infrastructure at a cost to the City below the cost the City would otherwise incur; and

WHEREAS, DEVELOPER provided design plans and a cost estimate of \$20,618.14 for replacing the curb and gutter, as shown on the attached Exhibit B.

NOW, THEREFORE, in consideration of the agreements contained herein, the recitals above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed to by the parties, the parties agree as follows:

Section 1: DEVELOPER will provide all materials and labor to install 252 linear feet of curb and gutter along the south side of Miller Street per the plan in Exhibit B and City

Standards. The City will reimburse DEVELOPER for the length of curb and gutter along the Property that is outside of the return radii of the three existing driveways highlighted in Exhibit B. The City's portion of the curb and gutter is estimated to be 201 linear feet. The reimbursement amount shall not exceed \$16,445.42.

Section 2: *Indemnification.* Developer understands and acknowledges that City of Stillwater is a municipal corporation that is funded by its taxpayers and ratepayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Developer harmless for loss, damage, expense or liability arising from or related to this Contract, including any attorney's fees and costs. Developer will indemnify, defend and hold the City, its employees and agents harmless from and against liability for any and all claims, demands, costs, penalties, fees (including without limitation, expert witness and attorneys' fees), damages, and liabilities whatsoever for, among other things, bodily injury, death, property damage, personal injury, economic loss and/or products liability asserted by any third party person or entity, resulting, in whole or in part, from the acts and/or omissions of Developer and/or its employees, directors, agents, subcontractors and/or consultants arising from or connected with Developer's and/or its employees', directors', agents', subcontractors' and/or consultants' performance under this Contract. In addition, Developer shall not limit its liability to City for actual loss or direct damages for any claim based on a material breach of this Contract and the documents incorporated herein. The City reserves the right to pursue all legal and equitable remedies to which it may be entitled.

Section 3: *Commencement.* This Agreement shall commence upon the date of the approval of this Agreement and shall continue in perpetuity unless terminated by mutual agreement of the parties.

Section 4: *Assignment.* This Agreement is not assignable. It shall be recorded with the County Clerk of Payne County and shall run with the land.

Section 5: *Compliance with Laws and Codes:* All construction on, over or under the subject property shall be in compliance with Stillwater Municipal Code and all applicable laws and regulations, including but not limited to ODEQ regulations.

Section 6: *Applicable Law and Attorneys' Fees.* This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma. Venue shall be in Payne County, Oklahoma. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

Section 7: *Severability; Waiver.* If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Oklahoma which became effective after the effective date of the ordinance adopting this Agreement, and either party in good faith determines that such provision or provisions are material to its entering into this Agreement, that party may elect to terminate this Agreement as to all of its obligations remaining unperformed. No waivers of a breach of any

of the covenants or promises of this Agreement shall be construed as a waiver of any succeeding breach of the same or other covenant or promise.

Section 8: *Modification.* The terms of this Agreement may be modified in whole or in part only by a written instrument signed by DEVELOPER and the City. Any oral agreement to modify this Agreement shall be void and of no force and effect.

Section 9: *Counterparts:* This Agreement may be executed in one or more counterparts. It shall not be necessary for the signature of more than one party to appear on any single counterpart. Each counterpart will be deemed to be an original of this Agreement, and all counterparts together shall constitute one agreement. The exchange of executed counterparts of this Agreement or of signature pages by facsimile or other electronic transmission (including in pdf format) shall constitute effective execution and delivery of this Agreement, and such counterparts may be used in lieu of the original for all purposes. Such signatures shall be considered as valid and binding as original, wet signatures.

D and T Outlaw Properties , LLC

CITY OF STILLWATER, OKLAHOMA

By: _____
Dan Grimsley, Member
D&T Outlaw Properties, LLC

By: _____
Mayor

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

[D&T Outlaw Properties, LLC Development Agreement Exhibit A](#)

110 W. Virginia Avenue Legal Description

Lot A-1 (Book 2742, Page 851)

The North 75 Feet Of Lots (7) And Eight (8) And The North Half (N/2) Of The East Half (E/2) Of Lot Nine (9) All In Block Two (2), Central Addition To The City Of Stillwater, Payne County, Oklahoma, According To The Recorded Plat Thereof. (115/117 W. Miller)

Lot A-2 (Book 2742, Page 851)

The North Half (N/2) of the West Half (W/2) of Lot Nine (9) and the North Half (N/2) of Lots Ten (10) and Eleven (11) In Block Two (2), Central Addition to the City of Stillwater, Payne County, Oklahoma, According to the Recorded Plat Thereof. (119 A/B W. Miller)

Lot A-3 (Book 2742, Page 851)

The South Half of the West Half (S/2 W/2) of Lot 9, and South Half (S/2) of Lots 10 and 11, In Block Two, Central Addition to the City of Stillwater, Payne County, Oklahoma, as Shown In the Recorded Plat Thereof, and More Particularly Described by Metes and Bounds as Follows, To-wit: Beginning at a Point Five (5) Feet North and One-hundred Seventy (170) Feet East of the SW/Corner of the NE/4 of Section 14, Township 19 North, Range 2 East of the Indian Meridian, Thence North 75 Feet, Thence East 62 1/2 Feet , Thence South 75 Feet, Thence West 62 1/2 Feet to the Point of Beginning, Together With an Easement Over the East Five (5) Feet of the North Half of the West Half of the Said Lot Nine (9) For Utility Purposes. (124 w. Virginia)

Lot A-5 (Book 2742, Page 851)

The South Half (S/2) of Lots Seven (7) and Eight (8) and the South Half of the East Half (E/2) of Lot Nine (9) all in Block Two (2), Central Addition to the city of Stillwater, Payne county, state of Oklahoma, According to the Recorded Plat Thereof. (110 W. Virginia)

Lot A-6 (Book 2742, Page 851)

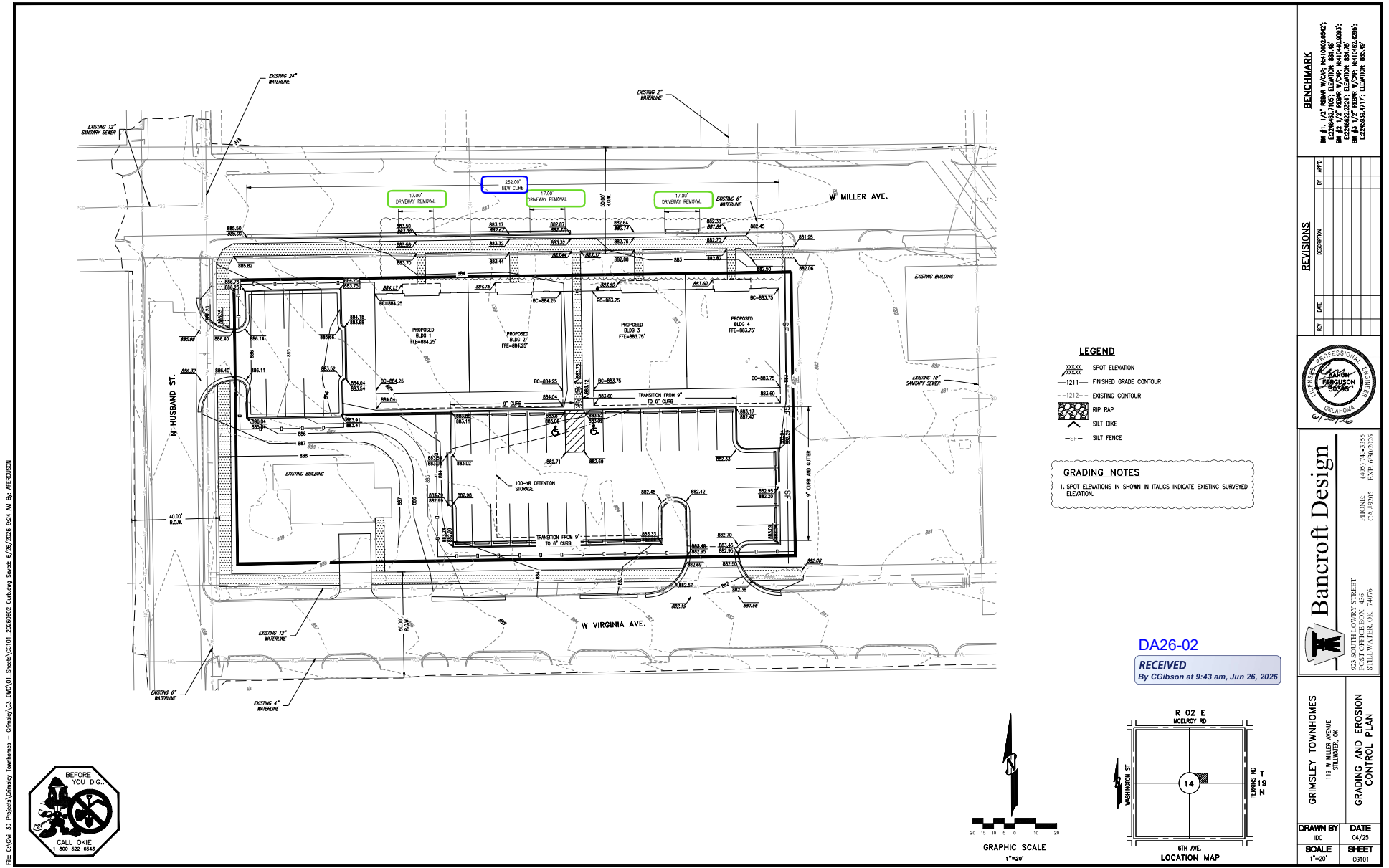
A Tract of Land Located in the Southwest Quarter (SW/4) of the Northeast (NE/4) of Section Fourteen (14), Township Nineteen (19) North Range Two (2) East of the Indian Meridian, More Particularly Described as Beginning at a Point 20 Feet East and 5 feet North of the

Southwest Corner (SW/Cor) of the Northeast Quarter (NE/4) of Said Section 14; Thence East 150 Feet; Thence 86.5 Feet; Thence West 150 Feet; Thence South 86.5 Feet to the Point of Beginning. (131 N. Husband)

Lot A-7 (Book 2742, Page 851)

Lot Twelve (12), Block Two (2), Central Addition to the City of Stillwater, Payne County, Oklahoma, According to the Recorded Plat Therefore and a Tract of Land Described as Beginning 20 Feet East and 91.6 Feet North of the Southwest Corner (SW/Cor) of the Northeast Quarter (NE/4) of Section Fourteen (14), Township Nineteen (19) North, Range Two (2) East of the Indian Meridian, Thence East 150 Feet; Thence North 56 Feet; Thence West 150 Feet; Thence South 56 Feet; to the Point of Beginning. (137 N. Husband)

D & T Outlaw Properties, LLC Development Agreement Exhibit B





Mayes Contracting

PO Box 2522

Stillwater, OK 74076-2522

June 8, 2026, 2026

RE: Concrete Curb and gutter

Job Name: Grimsley's Townhomes

Attn: Gary Gardner

We propose to provide labor, equipment, and supervision for the work in Stillwater, OK
for a firm price of:

ITEM	DESCRIPTION	UNIT PRICE	QTY	UNIT	TOTAL PRICE
221(G)2800	Silt dike on east side of the project	\$ 48.10	6	FT	\$ 288.60
230(A)7200	Sodding 2' back of curb	\$ 7.33	56	SY	\$ 410.48
303(A)1200	4" of ag. base Type A compacted	\$ 78.04	11	CY	\$ 858.44
501(D)1500	Backfill back of curb	\$ 25.02	9	CY	\$ 225.18
619(B)6356	Removal of curb and gutter	\$ 10.31	252	LF	\$ 2,598.12
619(C)6600	Saw of asphalt full depth	\$ 5.22	294	LF	\$ 1,534.68
609(B)4300	6" barrier curb and 18" gutter combined	\$ 45.32	252	LF	\$ 11,420.64
880(J)7110	Traffic Control	\$ 3,282.00	1	LS	\$ 3,282.00

**\$20,618.14 (Twenty thousand six hundred eighteen dollars and
fourteen cents)**



Mayes Contracting

PO Box 2522

Stillwater, OK 74076-2522

Inclusions:

Concrete, formwork

Dowels into existing curb

Saw cut, demo, haul off

Ag. base

Backfill and sod

Exclusions or items to be supplied by others:

Testing

Subgrade method B

Filter fabric

This proposal is good for 30 calendar days.

Jason Mayes

Mayes Contracting

REPORT TO: CITY COUNCIL**MEETING DATE: JULY 7, 2026**

Agenda Item:	3.g. CC-26-118
Previous/Related Action:	
Background/Issue:	The City is proposing the adoption of a formal Workplace Wellness Policy to strengthen and formalize its commitment to employee health and well-being. Since the establishment of the City's employee fitness facility in 2013, the City has encouraged healthy lifestyles and wellness activities among employees. Adopting a formal Workplace Wellness Policy will provide a structured framework to support these ongoing efforts, promote a healthier workforce, and reinforce the City's commitment to employee wellness. In addition, adoption of a formal Workplace Wellness Policy will position the City to pursue wellness-related grant opportunities, including grants offered through the Tobacco Settlement Endowment Trust (TSET). These funding opportunities can help enhance existing wellness programs, expand available resources, and support future initiatives that benefit City employees while minimizing the financial impact on the City's budget.
Proposal/Solution:	Staff recommends Council approve the Workplace Wellness Policy and authorize the Mayor to sign said Policy.
Financial Source/Impact:	N/A
Related Pillar(s):	Effective Services
Recommended Action/Motion:	Motion to approve the Workplace Wellness Policy and authorize the Mayor to sign said policy.
Prepared By:	Leah Womack, Human Resources Director
Reviewed By:	Christy Driskel Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Workplace Wellness Policy (CLEAN 6.22.2026)

WORKPLACE WELLNESS POLICY

Introduction

The City of Stillwater is committed to promoting the health and wellness of its employees by creating an environment that supports and encourages healthy lifestyles. The City acknowledges that physical inactivity, poor nutrition, and obesity are associated with an increased risk of serious health conditions, including diabetes, heart disease, stroke, certain types of cancer, and other chronic illnesses. Through promotion of good nutrition, physical activity opportunities, and wellness-focused initiatives, the City seeks to support healthier employees, enhance quality of life, and contribute to the overall well-being of both its employees and the community it serves.

Therefore, the City commits to creating a workplace environment that is conducive to eating healthy and being physically active by doing the following:

- Making healthy choices easier by providing opportunities for physical activity.
- Promoting these healthy options through appropriate communication resources, such as newsletters and meetings.
- Conducting ongoing evaluations of wellness policies and programs.
- Hosting, sponsoring, and/or promoting community health events, such as health fairs.
- Putting in place other workplace plans to support and promote wellness, including, but not limited to partnering with the City's current insurance vendors for workplace initiatives and promotional ideas.

NUTRITION

The City of Stillwater commits to promoting good nutrition by doing the following:

- Selecting Vendors to sell, offer, and/or cater food and beverages at events by:
 - Looking for and selecting vendors that do the following:
 - Use healthier cooking techniques, such as steaming, baking, roasting, and grilling.
 - Offer a variety of dishes in which vegetables or fruits are the main ingredient.
 - Serve condiments and dressings on the side.
 - Serve foods that are appropriate for the audience and event.
- Promoting Good Nutrition and Healthy Eating Habits Through These Activities and Services:
 - Promoting the purchase of healthy foods and beverages through flyers and newsletters.
 - Ensuring access to a private space (other than a restroom) that has an electrical outlet and providing flexible paid or unpaid break times to allow mothers to express

breast milk and/or breastfeed.

- Providing nutrition education through meetings and newsletters.
- Hosting and/or sponsoring a farmers' market on City property or nearby that is open to community members.
- Making cool drinking water available throughout the day at no cost.
- Providing employees with access to a refrigerator, microwave, and sink with a water faucet.
- Use individual and team competitions or challenges in combination with additional interventions to support employees making healthier choices (e.g., fruit and vegetable challenge, hydration challenge).
- Encouraging employees to bring healthy foods to special occasions like birthdays and retirement parties or celebrating with non-food items.

PHYSICAL ACTIVITY

The City of Stillwater commits to making physical activity opportunities widely available and easily accessible by doing the following:

- Providing information about local resources and facilities, such as walking trails, community parks, and/or recreation facilities.
- Promoting stairwell use, if applicable, throughout the workday by making stairs appealing and/or posting motivational signs.
- Using newsletters, flyers and other forms of communication to promote physical activity.
- Providing a fitness facility available to all employees.
- Providing a fitness facility available to spouses and children over the age of 18 covered on the City's health insurance plan.
- Promoting physical activity through activities, such as health fairs, newsletters and meetings.
- Promoting short activity breaks throughout the workday.
- Using individual and team competitions or challenges in combination with additional interventions to support employees making healthier choices (e.g., steps challenge, exercise minutes challenge).
- Providing safe and secure bicycle parking for employees and community members.
- Promoting walking meetings.
- Providing access to a fitness facility changing room and/or locker room with a shower.
- Providing wayfinding signs placed at strategic locations to make people aware of walkable destinations, including parks, recreational facilities, and other attractions.

Approved by City Council on the 7th day of July 2026.

William H. Joyce, Mayor

REPORT TO: CITY COUNCIL

MEETING DATE: JULY 7, 2026

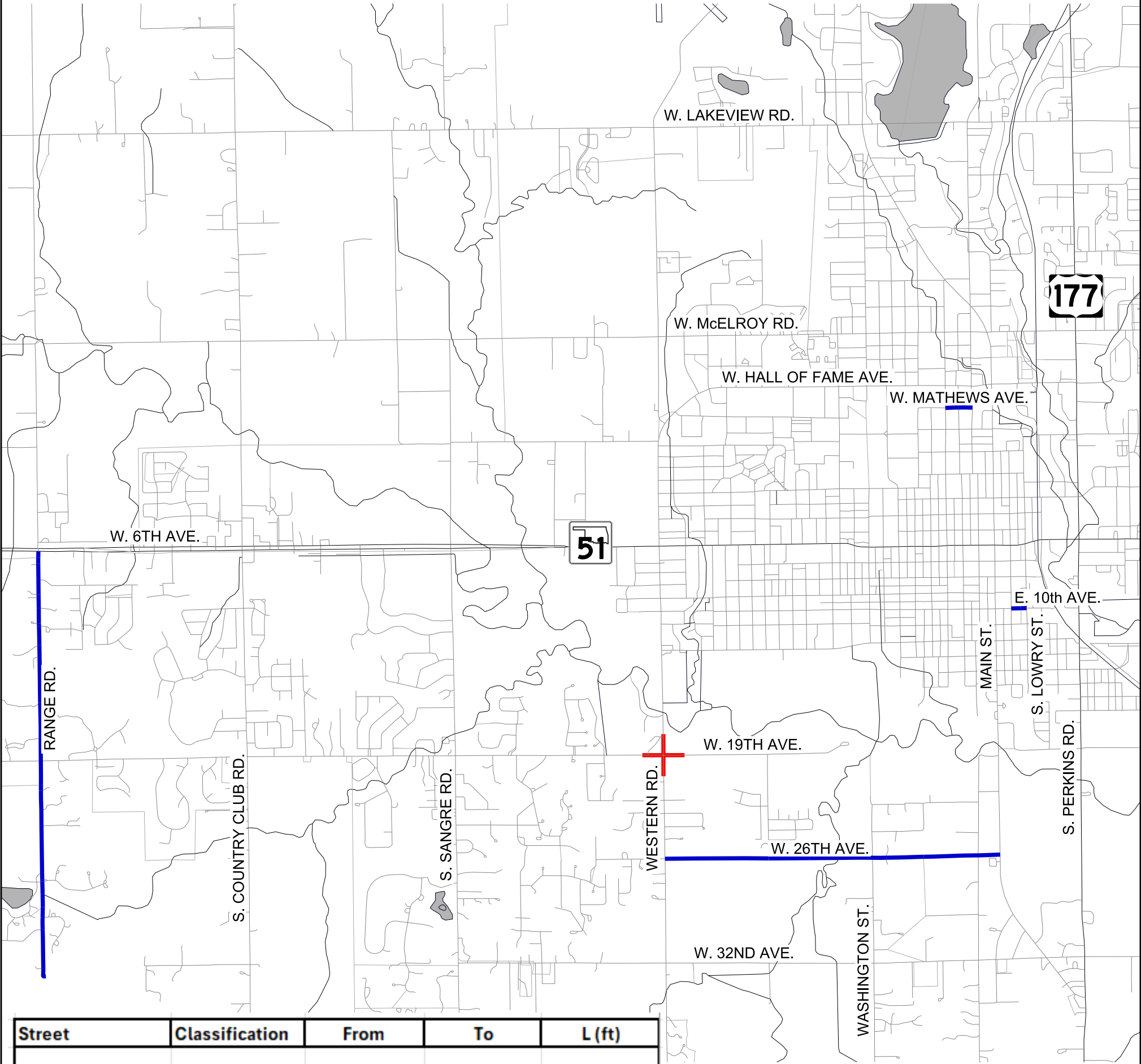


Agenda Item:	3.h. CC-26-119
Previous/Related Action:	• CC-24-129, November 18, 2024: FY25 PMP Task Order Agreement and Task Order No. 1 Design, Bidding, and Construction Administration • CC-25-134, September 22, 2025: FY25 PMP Task Order No. 2 Design, Bidding, and Construction Administration • CC-26-13, January 26, 2026: FY25 PMP Task Order No. 3 Design, Bidding, and Construction Administration • CC-26-105, June 15, 2026: PMP Task Order No. 4 Design and Bidding
Background/Issue:	• In November 2024, Council authorized Staff to execute an Agreement with Benham Design, LLC. This Agreement included the scope of TO1. Subsequently, TO2 and TO3 were approved by Council for transportation related engineering services. • In June 2026 , Council authorized Staff to execute TO4 with Benham Design, LLC for engineering services for the Various Pavement Maintenance Treatments.
Proposal/Solution:	Through Task Order No. 5, Benham Design, LLC will design the reconstruction of four (4) streets identified in the PMP. The scope of work to be performed by Benham includes, but is not limited to, the following: • Perform a Capacity Evaluation for the intersection at Western Road and 19th Avenue. • Prepare 100% construction plans for reconstruction of the following streets: ○ Mathews Ave. from N Duck St. to N Husband St. ○ 10th Ave. from S Lewis St. to S. Lowry St. ○ 26th Ave. from Western Rd. to Main St.

	○ Range Rd. from 6th Ave. to 32nd Ave. ● Perform bid and construction phase services. During a meeting of the Transportation Project Advisory Committee (TPAC) on June 25, 2026, the committee took action to recommend commencement of the project.
Financial Source/Impact:	Sufficient funds are available in the Transportation Sales Tax Fund.
Related Pillar(s):	Strong Infrastructure
Recommended Action/Motion:	Approve Task Order No. 5 (TO5) for professional services related to intersection capacity evaluation, design, preparation of construction documents, bid services, and construction administration for the reconstruction of various streets with Benham Design, LLC; authorize the City Manager to sign related documents, authorize the total additional expenditures not to exceed \$1.98 million, which include 10% contingency; and 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. Stillwater Location Map TO5
2. TO5 BA wbm signed



Street	Classification	From	To	L (ft)
W. Mathews Ave.	Local	N. Duck St.	N. Husband St	650
E. 10th Ave.	Local	S. Lewis St.	S. Lowry St.	302
26th Av West	Collector	Western	Main	8,500
Range Rd	Local	6th	32nd	10,500

- LEGEND**
- RECONSTRUCTION LIMITS
 - INTERSECTION STUDY



Budget Amendment Request

For Budget Year 2027

Office: 405.372.0025
Web: stillwater.org

Date: 06/29/2026

Department: Transportation

Requested by: Bill Millis

Explanation:

Expenditures:

Increase budget appropriations for the Professional Services Agreement (for Task Order #5 with Benham Design, LLC) on the FY26 PMP. Funding is from the Transportation Sales Tax Fund.

Account Name	Account Number (xxxxxx-xxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
FY26 PMP/Const Prof Serv	2604035 - 54020	26TR01260	\$ 220,000	\$ 1,980,000	\$ 2,200,000
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

Increase:

Decrease:

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

\$ 1,980,000

Reviewed by Department Manager: _____ Date: _____

Reviewed by Finance: [Signature] Date: 6/30/2026

Approved by CMO: _____ Date: _____

Approved by City Council: _____ Date: _____

Processed by Finance: _____ Date: _____

Set ID: _____ Date Sent to SA&I: _____

--Print on Yellow Paper--

REPORT TO: CITY COUNCIL

MEETING DATE: JULY 7, 2026



Agenda Item:	3.i. CC-26-120
Previous/Related Action:	
Background/Issue:	• Municipalities in Oklahoma are required to adopt an annual budget. • When City Council/SUA Trustees/SEDA Trustees adopt the expenditure budgets, those funds become appropriated, which means they are reserved in the fiscal year for an identified purpose. • At the end of a fiscal year, there may be projects, materials, or services that have been appropriated for but are incomplete or not yet received. If no action is taken to re-appropriate those funds in the new budget year, the funding will lapse. City staff refer to the re-appropriation as a carry-forward. • Finance staff work with City departments to identify incomplete projects and materials or services not yet received for which the funds should be carried forward in order to complete the procurement process. • The list of carry-forward requests is attached for consideration by the Council/Trustees.
Proposal/Solution:	
Financial Source/Impact:	There is no cash balance impact when approving carry-forward requests since the funds have been previously reserved for the purpose they were intended.
Related Pillar(s):	Effective Services
Recommended Action/Motion:	Motion to approve the carry forward of budget appropriations from FY26 to FY27 as presented.
Prepared By:	Jared Thulin, Deputy Chief Financial Officer
Reviewed By:	Christy Cluck Teresa Kadavy
Submitted By:	Brady Moore, City Manager
Attachments	

1. CF - City Council - Exp
2. CF - City Council - Rev

Carry Forward Request - Expenditures							
Project #	PO #	Description	Account No.	FY26 Budget	FY26 Actual Expense	FY26 Balance	Carry Forward
General Fund							
Development Service							
23DS01101	P0025504	WSB, LLC - Contract for Prof. ServicesEngineering Review Services	1013530-53069	\$47,546	\$29,585	\$17,961	\$17,961
	P0025509	CivicDynamics, LLC for Prof. ServicesPlanning Review Services	1013530-53069	\$52,938	\$9,275	\$43,663	\$43,663
	P0029579	CivicDynamics, LLC for Prof. Services Chapter 23 Code Re-write	1013010-53069	\$98,500	\$54,175	\$44,325	\$44,325
		Comprehensive Plan - Housing Market Study	1013010-54010	\$100,537	\$10,536	\$90,001	\$90,001
Emergency Management							
	P0031132	Unit 06 Body Repair	1016026-53018	\$1,810	\$0	\$1,810	\$1,810
	P0031119	Male QMA Connectors for Mobile Radios	1016026-53030	\$230	\$0	\$230	\$230
CMO							
23GG02101	P0031207	Walton Property Services LLC	1011020-53064	\$10,000	\$0	\$10,000	\$10,000
		Designated Contingency	1011020-53131	\$2,199,375	\$0	\$2,199,375	\$2,199,375
		Washington School	1011020-54009	\$146,601	\$130,419	\$16,182	\$16,182
	P0028570	Washington School	1011020-53069	\$21,710	\$17,390	\$4,321	\$4,321
23GG02101		Sister City	1011050-53041	\$320	\$0	\$320	\$320
26GG01101		Contingency	1011020-53067	\$372,309	\$0	\$372,309	\$372,309
Fire							
22FD04101		Walmart Grant	1016510-53045	\$1,000	\$0	\$1,000	\$1,000
24FD02101		Donation-Training Materials	1016510-53055	\$1,000	\$0	\$1,000	\$1,000
25FD01101		Donation-Training	1016510-53055	\$725	\$0	\$725	\$725
26FD01101		Donation-Payne Co Stockyards	1016510-53041	\$466	\$0	\$466	\$466
26FD02101		Donation-Wildfire Equipment	1016510-54008	\$1,000	\$0	\$1,000	\$1,000
	P0031183	Bathroom partitions	1016510-53020	\$1,775	\$0	\$1,775	\$1,775
	P0030259	Medications and drugs	1016529-52033	\$356	\$0	\$356	\$356
PD							
20PD09101		Animal Welfare / Donations	1016027-53041	\$24,021	\$0	\$24,021	\$24,021
23PD03101		Vac Clinic Proc / Donations	1016027-52033	\$8,940	\$2,869	\$6,071	\$6,071
24PD03101		Heartworm Donation / Donations	1016027-53041	\$20	\$0	\$20	\$20
26PD03101	P0030948, P0031150	PD Vehicle Purch / Vehicles	1016025-54001	\$23,800	\$20,120	\$3,680	\$3,680
26PD04101		AW Play Yard Grant / Building/Struc	1016027-54012	\$3,000	\$0	\$3,000	\$3,000
26PD05101	P0031077	PD Gun Range / Construct Contrc	1016025-54009	\$43,481	\$500	\$42,981	\$42,981
25PD01101	P0028347	BF Animal Soc Gr / Prof Services	1016027-53069	\$3,000	\$1,595	\$1,405	\$1,405
21PD09101		DUI Simulator	1016025-53041	\$15,461	\$0	\$15,461	\$15,461
21PD11101	P0031087	Equitable Sharing Program	1016025-53045	\$4,094	\$3,385	\$709	\$709
25PD04101		OHSO Traffic Grant Expenditure - Travel Expense	1016025-53068	\$1,500	\$0	\$1,500	\$1,500
	P0031186	Police / Repair-Vehicles (Insurance Proceeds)	1016025-53018	\$20,271	\$11,861	\$8,410	\$8,410
City Attorney's Office							
	P0030175	Childs Law Firm	1011610-53069	\$20,000	\$15,194	\$4,806	\$4,806
	P0027364	David L Weatherford	1011610-53069	\$5,000	\$330	\$4,670	\$4,670
	P0027365	Collins, Zorn & Wagner PLLC	1011610-53069	\$20,000	\$7,980	\$12,020	\$12,020
	P0027366	Bradley Werner	1011610-53069	\$5,000	\$0	\$5,000	\$5,000
	P0027417	Westlaw Contract/Thomson Reuters	1011610-52040	\$24,000	\$19,171	\$4,829	\$4,829
	P0027922	Crowe & Dunlevy A Professional Corporation	1011610-53069	\$20,000	\$0	\$20,000	\$20,000
		Professional Services	1011610-53069	\$146,671	\$122,244	\$24,427	\$24,427
		Travel Expenses	1011610-53068	\$5,000	\$689	\$4,311	\$4,311
Library							
20LB02101		FOL-Teen / Donations	1015510-53041	\$5,831	\$3,102	\$2,729	\$2,729
20LB03101		FOL-Adult / Donations	1015510-53041	\$6,429	\$3,976	\$2,453	\$2,453
20LB04101		FOL-Children / Donations	1015510-53041	\$20,141	\$12,218	\$7,923	\$7,923

20LB05101		FOL-Misc / Donations	1015510-53041	\$15,753	\$11,008	\$4,745	\$4,745
20LB07101		Undesignated Don / Donations	1015510-53041	\$1,352	\$0	\$1,352	\$1,352
21LB07101		Designated Donat / Donations	1015510-53041	\$12,216	\$5,194	\$7,022	\$7,022
26LB01101		Health Literacy Grant	1015510-53045	\$5,000	\$4,600	\$400	\$400
26LB02101		StateAid25.26	1015510-53045	\$20,117	\$5,264	\$14,853	\$14,853
26LB03101	P0030149	eMedia F-26-077	1015510-53045	\$100,000	\$56,653	\$43,347	\$43,347
26LB05101		OHS26	1015510-53045	\$15,376	\$11,436	\$3,940	\$3,940
26LB06101	P0031176	ODL Lucky Day Grant	1015510-53045	\$30,000	\$7,500	\$22,500	\$22,500
26LB07101		America 250	1015510-53045	\$2,500	\$0	\$2,500	\$2,500
	P0031276	HVAC	1015510-53023	\$14,175	\$0	\$14,175	\$14,175
	P0031177	Repair Structures	1015510-53020	\$833	\$0	\$833	\$833
<u>Community Resources</u>							
25PR01101		Myers Park Equipment	1015010-54006	\$77,500	\$71,359	\$6,141	\$6,141
25PR02101		Comm Center & Block 34 Storage	1015220-54012	\$39,096	\$37,233	\$1,863	\$1,863
26PR02101		Strickland Ballfield Reno	1015010-54009	\$1,835,745	\$5,988	\$1,829,757	\$1,829,757
	P0031246	Lambert Construction	1015213-53020	\$8,682	\$0	\$8,682	\$8,682
	P0030817	Park benches for Strickland Park	1015040-52001	\$710	\$0	\$710	\$710
<u>Engineering</u>							
26TR07101		ODOT Sidewalk Project	1014015-54020	\$5,400	\$4,752	\$648	\$648
26TR12101		10th and Main Study	1014015-53069	\$36,850	\$8,355	\$28,495	\$28,495
<u>Marketing and Communications</u>							
	P0031203	The Perkins Journal Boomer Blast Ads	1011025-53057	\$567	\$0	\$567	\$567
	P0031205	CNHI LLC, NewsPress Boomer Blast Ads	1011025-53057	\$1,044	\$0	\$1,044	\$1,044
	P0031260	Facebook Boomer Blast Ads/JP Morgan	1011025-53057	\$150	\$0	\$150	\$150
	P0031262	Cushing Daily Citizen Boomer Blast Ads	1011025-53057	\$581	\$0	\$581	\$581
	P0031263	The Stillwegian LLC Boomer Blast Ads	1011025-53057	\$200	\$0	\$200	\$200
	P0030882	Stillwater Broadcasting Boomer Blast Ads	1011025-53057	\$2,800	\$0	\$2,800	\$2,800
	P0030883	Team Radio Boomer Blast Ads	1011025-53057	\$1,200	\$0	\$1,200	\$1,200
	P0031128	Kevin O'Dell/Coverage for Council Mtgs	1011025-53064	\$200	\$0	\$200	\$200
	P0031264	Clay Billman/Contract for Branding	1011025-53064	\$15,500	\$0	\$15,500	\$15,500
<u>Public Works</u>							
	P0031024	Kinnunen's - CORE CUT WALK BEHIND SAW 20"	1014841-52045	\$9,600	\$0	\$9,600	\$9,600
	P0031124	Overhead Door - REPAIR / MAINTENANCE OF PW SHOP OVERHEAD DOORS	1014841-53020	\$1,100	0	\$1,100	\$1,100
		B&L - Repair and Maintenance to HVAC system at the					
	P0030192	Municipal Building/P.D./Fitness Center	1014880-53023	\$10,000	\$6,943	\$3,057	\$3,057
	P0030724	Paradigm Traffic Systems - REPAIR TRAFFIC SIGNAL CABINET	1014841-53026	\$12,100	\$0	\$12,100	\$12,100
<u>Total General Fund</u>				\$5,760,206	\$712,898	\$5,047,308	\$5,047,308
<u>Capital Fund</u>							
<u>IT</u>							
25GG01105	P0026285	BerryDunn ERP Consulting	1051210-54010	\$204,645	\$113,462	\$91,183	\$91,183
<u>Engineering</u>							
19TR09105		Stormwater Master Plan	1054035-54010	\$6,263	\$0	\$6,263	\$6,263
23TR03105		Block 34 Area Improvements	1054035-54009	\$594,447	\$312,988	\$281,459	\$281,459
26AP04105		TSA Terminal Relocation	1054035-54009	\$100,000	\$0	\$100,000	\$100,000
<u>Total Capital Fund</u>				\$905,355	\$426,450	\$478,905	\$478,905
<u>Fire Fund</u>							
<u>Fire</u>							
25FD02160		FS#1 Training Room Remodel	1606510-52030	\$30,000	\$12,012	\$17,988	\$17,988
26FD03160		Mechanic Truck	1606510-54001	\$62,800	\$61,316	\$1,484	\$1,484
26FD04160		2022 Dodge Durango	1606510-54001	\$38,000	\$35,175	\$2,825	\$2,825

P0030232	Equipment for new fire trucks	1606510-52045	\$11,900	\$9,404	\$2,496	\$2,496
Total Fire Fund			\$142,700	\$117,907	\$24,793	\$24,793
Grant Fund						
Engineering						
23WT04180	WTP Lime System/Other Chemical	1809216-54009	\$860,088	\$461,535	\$398,553	\$398,553
23WT07180	Lagoon Dredging Project	1809216-54009	\$1,071	\$0	\$1,071	\$1,071
Total Grant Fund			\$861,159	\$461,535	\$399,624	\$399,624
Criminal Investigation Fund						
PD						
	Police / Misc Services	1916025-53066	\$59,978	\$10,178	\$49,800	\$49,800
Total Criminal Investigation Fund			\$59,978	\$10,178	\$49,800	\$49,800
Stormwater Fund						
22TR05210	Berry Creek Drainage	2104035-54020	\$4,114	\$445	\$3,669	\$3,669
22TR07210	Deferred Maintenance	2104035-53067	\$2,308	\$0	\$2,308	\$2,308
22TR07210	Deferred Maintenance	2104035-54009	\$165,000	\$0	\$165,000	\$165,000
22TR09210	Western Drain at OSU	2104035-54009	\$75,000	\$0	\$75,000	\$75,000
26TR02210	Misc Deferred Maintenance Impr	2104035-54009	\$52,325	\$33,400	\$18,925	\$18,925
26TR03210	Misc Deferred Maintenance Impr	2104035-54009	\$33,250	\$27,221	\$6,029	\$6,029
26TR18210	Remote Mower	2104841-54009	\$77,187	\$0	\$77,187	\$77,187
Total Stormwater Fund			\$409,184	\$61,066	\$348,118	\$348,118
Transportation Improv Fee Fund						
26TR08215	Rails to Trail Ph3	2154035-54009	\$389,695	\$0	\$389,695	\$389,695
Total Transportation Improv Fee Fund			\$389,695	\$0	\$389,695	\$389,695
Park Donations Fund						
Community Resources						
19PR02230	Strickland Park Ph II	2305010-54017	\$637	\$137	\$500	\$500
20PR06230	Dog Park Donations	2305010-53041	\$2,425	\$400	\$2,025	\$2,025
26PR03230	Myas Promise-Bench	2305010-53041	\$350	\$0	\$350	\$350
Total Park Donations Fund			\$3,412	\$537	\$2,875	\$2,875
Transportation Fund						
Engineering						
20TR06260	Pavement Reconstruction	2604035-53067	\$16,125	\$0	\$16,125	\$16,125
20TR06260	Pavement Reconstruction	2604035-54009	\$289,964	\$0	\$289,964	\$289,964
20TR06260	Pavement Reconstruction	2604035-54020	\$50,474	\$9,741	\$40,733	\$40,733
21TR09260	Deferred Maintenance	2604035-54009	\$13,788	\$388	\$13,400	\$13,400
22TR07260	Deferred Maintenance	2604035-53067	\$28,874	\$0	\$28,874	\$28,874
22TR07260	Deferred Maintenance	2604035-54009	\$35,000	\$0	\$35,000	\$35,000
22TR07260	Deferred Maintenance	2604035-54020	\$37,519	\$104	\$37,415	\$37,415
22TR12260	Boomer Lake W Shore Line Revet	2604035-53067	\$34,500	\$0	\$34,500	\$34,500
22TR12260	Boomer Lake W Shore Line Revet	2604035-54009	\$214,930	\$0	\$214,930	\$214,930
22TR12260	Boomer Lake W Shore Line Revet	2604035-54020	\$7,135	\$0	\$7,135	\$7,135
23TR02260	Pavement Assessment	2604035-54010	\$22,070	\$0	\$22,070	\$22,070

23TR03260		Block 34 Area Improvements	2604035-54020	\$23,332	\$504	\$22,828	\$22,828
23TR06260		Maple Ave & West St Replacemen	2604035-54020	\$50,597	\$0	\$50,597	\$50,597
23TR07260		Transportation Program Manager	2604035-54020	\$189,121	\$63,243	\$125,878	\$125,878
24TR06260		12th Ave Health Corridor Study	2604035-54020	\$15,490	\$7,390	\$8,100	\$8,100
24TR08260		Rails to Trails Grant Ph II	2604035-54009	\$300,000	\$0	\$300,000	\$300,000
25TR02260		Drainage Improvements - 2025	2604035-54009	\$310,923	\$284,268	\$26,655	\$26,655
25TR03260		Airport&Perkins Traffic Analys	2604035-54020	\$4,172	\$0	\$4,172	\$4,172
25AP04260		Terminal 44-24	2604305-54009	\$78,552	\$108,692	\$469,860	\$469,860
25TR04260		RW&UI-Kn,4th,Linc	2604035-54020	\$399,110	\$109,674	\$289,436	\$289,436
25TR05260		RW Imp - McEl, Man, and HOF	2604035-54009	\$1,417,500	\$1,372,391	\$45,109	\$45,109
25TR05260		RW Imp - McEl, Man, and HOF	2604035-54020	\$54,751	\$10,274	\$44,477	\$44,477
25TR06260		Full Depth Repair	2604035-54020	\$12,966	\$7,377	\$5,589	\$5,589
25TR07260		Crack Sealing	2604035-54009	\$760,817	\$759,899	\$918	\$918
25TR08260		RW & UI-Monticello	2604035-54009	\$1,537,515	\$1,217,661	\$319,854	\$319,854
25TR08260		RW & UI-Monticello	2604035-54020	\$138,163	\$72,648	\$65,515	\$65,515
25TR09260		FY25 PMP Task Order 1 - Maint	2604035-54009	\$1,399,127	\$0	\$1,399,127	\$1,399,127
25TR09260		FY25 PMP Task Order 1 - Maint	2604035-54020	\$616,876	\$118,304	\$498,572	\$498,572
25TR10260		FY25 PMP Task Order 1 - Cap	2604035-54009	\$768,718	\$0	\$768,718	\$768,718
25TR10260		FY25 PMP Task Order 1 - Cap	2604035-54020	\$1,127,375	\$29,804	\$1,097,571	\$1,097,571
25TR11260		Windsor Sidewalk&Crosswalk Imp	2604035-54009	\$16,176	\$8,419	\$7,757	\$7,757
25TR12260		Miscellaneous Sidewalk Improve	2604035-54020	\$173,253	\$30,300	\$142,953	\$142,953
26TR01260		FY26 PMP	2604035-54020	\$220,000	\$0	\$220,000	\$220,000
26TR03260		Misc Deferred Maintenance Impr	2604035-54009	\$344,284	\$317,480	\$26,804	\$26,804
26TR03260		Misc Deferred Maintenance Impr	2604035-54020	\$33,927	\$8,901	\$25,026	\$25,026
26TR06260		Rail Tie Removal - Phase 1	2604035-54020	\$60,000	\$9,130	\$50,870	\$50,870
26TR09260		Drury Culvert Improvements	2604035-54009	\$630,243	\$0	\$630,243	\$630,243
26TR11260		Applied Information FMUs	2604841-54008	\$340,280	\$224,000	\$116,280	\$116,280
26TR13260		Full Depth Repair	2604035-54009	\$800,000	\$84,962	\$715,038	\$715,038
26TR14260		Downtown Stop Signs & Streetli	2604035-54008	\$88,000	\$69,237	\$18,763	\$18,763
26TR15260		City Wide Pavement Markings	2604035-54010	\$400,000	\$399,458	\$542	\$542
26TR16260		Traffic Cameras	2604841-54008	\$50,000	\$0	\$50,000	\$50,000
STPW27260		1/2 Cent:Airport Industrial Rd	2604035-54020	\$82,996	\$0	\$82,996	\$82,996
26TR17260		Traffic Safety	2604841-54019	\$70,080	\$0	\$70,080	\$70,080
		Concrete/Sand/Asphalt	2604035-54020	\$325,157	\$171,151	\$154,006	\$154,006
Total Transportation Fund				\$14,089,880	\$5,495,400	\$8,594,480	\$8,594,480
GO Bond Fund A							
22G001330		Fire Station #2 / Office Furniture & Equipment	3300000-54002	\$84,200	\$43,537	\$40,663	\$40,663
22G001330		Fire Station #2 / Construction	3300000-54009	\$646,292	\$572,313	\$73,979	\$73,979
Total GO Bond Fund A				\$730,492	\$615,850	\$114,642	\$114,642
GO Bond Fund B							
25G001331		Animal Welfare / Construction	3310000-54009	\$7,690,325	\$0	\$7,690,325	\$7,690,325
25G001331	P0024656	Animal Welfare / Other Contracts	3310000-54010	\$567,317	\$0	\$567,317	\$567,317
Total GO Bond Fund A				\$8,257,642	\$0	\$8,257,642	\$8,257,642
Library Donation Fund							
		Donation recognition	6405510-53041	\$1,586	\$505	\$1,081	\$1,081
		Library Aministr / Prof Services	6405510-53069	\$12,563	\$8,509	\$4,054	\$4,054
Total Library Donation Fund				\$14,149	\$9,014	\$5,135	\$5,135
Airport Fund							
	P0031061	Unit 50 ARFF Truck repairs	8107040-53030	\$9,700	\$0	\$9,700	\$9,700

	P0031032	Unit 51 Foam Callibration	8107040-53030	\$5,000	\$0	\$5,000	\$5,000
	P0031004	S.W. travel for FAA conference	8107010-53068	\$875	\$0	\$875	\$875
26AP07810		Terminal IT Equipment	8107010-54008	\$35,000	\$0	\$35,000	\$35,000
26AP08810		ASOS Generator	8107010-54008	\$10,629	\$0	\$10,629	\$10,629
26AP04810		TSA Terminal Relocation	8107010-54009	\$72,515	\$15,000	\$57,515	\$57,515
26AP06810		Airfield Markings	8107010-54009	\$20,000	\$0	\$20,000	\$20,000
24AP04810		Terminal Parking Access Rd	8107010-54020	\$3,851	\$0	\$3,851	\$3,851
25AP07820		Terminal 47-2025	8207010-54008	\$65,677	\$4,610	\$61,067	\$61,067
25AP10820		Terminal 46-2025	8207010-54008	\$56,351	\$35,199	\$21,152	\$21,152
24AP02820		Terminal 43-2024	8207010-54009	\$4,500,000	\$4,408,166	\$91,834	\$91,834
24AP02820		Terminal 43-2024	8207010-54020	\$236,843	\$48,034	\$188,809	\$188,809
24AP08820		Terminal 42-2024	8207010-54009	\$1,445,042	\$1,234,480	\$210,562	\$210,562
24AP09820		Terminal 041-2024	8207010-54009	\$3,733,506	\$2,755,608	\$977,898	\$977,898
25AP02820		ODAA Terminal Grant	8207010-54009	\$1,100,000	\$0	\$1,100,000	\$1,100,000
25AP03820		CoS Terminal Costs	8207010-54009	\$1,027,780	\$1,009,171	\$18,609	\$18,609
25AP04820		Terminal 44-24	8207010-54009	\$2,811,696	\$2,293,243	\$518,453	\$518,453
25AP04820		Terminal 44-24	8207010-54030	\$312,411	\$235,725	\$76,686	\$76,686
25AP05820		Phase 2 Utility Relocation	8207010-54009	\$783,680	\$694,013	\$89,667	\$89,667
25AP06820		Terminal 45-2025	8207010-54009	\$763,781	\$93,074	\$670,707	\$670,707
25AP07820		Terminal 47-2025	8207010-54008	\$65,677	\$4,610	\$61,067	\$61,067
25AP07820		Terminal 47-2025	8207010-54009	\$1,247,865	\$244,180	\$1,003,685	\$1,003,685
25AP10820		Terminal 46-2025	8207010-54008	\$56,351	\$35,199	\$21,152	\$21,152
25AP10820		Terminal 46-2025	8207010-54009	\$1,126,871	\$719,348	\$407,523	\$407,523
26AP01820		Term-McFarland Amendment 006D	8207010-54009	\$177,635	\$159,872	\$17,764	\$17,764
26AP02820		ODAA - North Triangle Parking	8207010-54009	\$680,508	\$602,252	\$78,256	\$78,256
26AP03820		CMAR Work Package #3 CO#1	8207010-54009	\$333,099	\$124,271	\$208,828	\$208,828
26AP05820		CMAR Work Package 8	8207010-54009	\$7,937	\$1,797	\$6,140	\$6,140
26AP09820		FAA AIP - Parking 49-2026	8207010-54009	\$161,192	\$0	\$161,192	\$161,192
Total Airport Fund				\$20,851,472	\$14,717,852	\$6,133,620	\$6,133,620
Total Carry Forward				\$52,475,324	\$22,628,688	\$29,846,636	\$29,846,636

Carry Forward Request - Revenue

							FY27 Carry Forward Request
Project #	Description	Account No.	FY26 Budget	FY26 Receipts	FY26 Balance		
General Fund							
CMO							
26LB05101	OHS26 Grant	1015510-43200	\$ 15,376	\$ 10,292	\$ 5,084	\$	5,084
Fire							
22GO01101	Fire Station #2/Donations	1016510-48700	\$ 150,000	\$ -	\$ 150,000	\$	150,000
Total General Fund			\$ 165,376	\$ 10,292	\$ 155,084	\$	155,084
Airport							
24AP02820	Terminal 43-2024	8207010-43100	\$ 4,500,000	\$ 2,330,555	\$ 2,169,445	\$	2,169,445
24AP08820	Terminal 42-2024	8207010-43100	\$ 1,300,538	\$ 1,784	\$ 1,298,754	\$	1,298,754
24AP09820	Terminal 041-2024	8207010-43100	\$ 2,987,419	\$ 819,123	\$ 2,168,296	\$	2,168,296
25AP02820	ODAA Terminal Grant	8207010-43200	\$ 100,000	\$ -	\$ 100,000	\$	100,000
25AP04820	Terminal 44-24	8207010-43100	\$ 2,811,696	\$ 208,843	\$ 2,602,853	\$	2,602,853
25AP06820	Terminal 45-2025	8207010-43100	\$ 719,840	\$ -	\$ 719,840	\$	719,840
25AP07820	Terminal 47-2025	8207010-43100	\$ 1,247,865	\$ -	\$ 1,247,865	\$	1,247,865
25AP10820	Terminal 46-2025	8207010-43100	\$ 1,124,061	\$ -	\$ 1,124,061	\$	1,124,061
26AP02820	ODAA - North Triangle Parking	8207010-43200	\$ 646,482	\$ 242,469	\$ 404,013	\$	404,013
Total Airport			\$ 15,437,901	\$ 3,602,774	\$ 11,835,127	\$	11,835,127
Total			\$ 15,603,277	\$ 3,613,066	\$ 11,990,211	\$	11,990,211

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 7TH DAY OF JULY, 2026.

CITY OF STILWATER, 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 7TH DAY OF JULY, 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

TABLE OF CONTENTS

SECTION I: GENERAL INFORMATION

CHAPTER 1: TERMS AND CONDITIONS OF SERVICE

- 1.1.1 Purpose of Terms and Conditions of Service
- 1.1.2 Applicability of Terms and Conditions of Service
- 1.1.3 Modifications to Terms and Conditions of Service
- 1.1.4 Responsibility for Preparation and Enforcement of Terms and Conditions of Service
- 1.1.5 Customer Rates, Charges, and Fees

CHAPTER 2: GENERAL POLICIES

- 1.2.1 Access by City's Authorized Agents
- 1.2.2 Refusal to Provide Access
- 1.2.3 Meter Seals
- 1.2.4 Right of Self-Defense
- 1.2.5 Denial of Service
- 1.2.6 Defective Conditions
- 1.2.7 Non-Separation of Services
- 1.2.8 Multiple Electric Services
- 1.2.9 Water Leaks
- 1.2.10 Open Records
- 1.2.11 Unified Bill
- 1.2.12 Identity Theft Prevention

CHAPTER 3: SPECIAL PROGRAMS

- 1.3.1 Medical Alert Utility Accounts
- 1.3.2 Average Billing Program
- 1.3.3 Utility Assistance Program

SECTION II: POLICY MANUAL FOR UTILITY ACCOUNTS, BILLING, & COLLECTIONS

CHAPTER 1: CONTRACT FOR UTILITY SERVICES AND DEPOSIT

- 2.1.1 Contract for Electric, Water, Waste Water, and Solid Waste Utility Services Utilities
- 2.1.2 Inspection of Premises
- 2.1.3 New Dwellings
- 2.1.4 Unauthorized Service
- 2.1.5 Temporary Service
- 2.1.6 After-Hour Service
- 2.1.7 Transfer of Service
- 2.1.8 Responsibility for Changes in Service
- 2.1.9 Termination of Service
- 2.1.10 Applicability of Utility Service Deposits
- 2.1.11 Amount of Deposits
- 2.1.12 Irrevocable Letter of Credit
- 2.1.13 Refunding of Deposits
- 2.1.14 Deposit-Exempt Status

- 2.1.15 Unclaimed Money
- 2.1.16 Lost Checks

CHAPTER 2: BILLING AND BILLING ADJUSTMENTS

- 2.2.1 Applicability of Bills
- 2.2.2 Delivery of Utility Bills
- 2.2.3 Late Payments
- 2.2.4 Reading and Billing Cycles
- 2.2.5 Billing Rates
- 2.2.6 Billing for Waste Water Service
- 2.2.7 Billing for Solid Waste Service
- 2.2.8 Roll Off Containers
- 2.2.9 Testing of Meters
- 2.2.10 Adjustment of Bills Resulting from Meter Error
- 2.2.11 Adjustment of Bills for Incorrect Solid Waste Charges
- 2.2.12 Analysis of Applicable Electric Rate

CHAPTER 3: CREDIT AND COLLECTION POLICIES

- 2.3.1 Delinquent Accounts
- 2.3.2 Notification of Discontinuation of Service
- 2.3.3 Disconnection of Service
- 2.3.4 Extension of Time to Pay
- 2.3.5 Dishonored Checks
- 2.3.6 Reconnection of Service
- 2.3.7 Summary of Cut-Off Policies
- 2.3.8 Collection Policies

CHAPTER 4: FRAUDULENT USE OF UTILITY SERVICES

- 2.4.1 Customer's Responsibility for City Property
- 2.4.2 Resale and/or Sub-Metering Prohibited
- 2.4.3 Metered Service
- 2.4.4 Evidence of Utility Service Diversion
- 2.4.5 Tampering with Service Equipment
- 2.4.6 Penalties for Utility Service Diversion
- 2.4.7 Deceased Account Holder

CHAPTER 5: CUSTOMER INQUIRIES OR OBJECTIONS

CHAPTER 6: ADVANCED METERING INFRASTRUCTURE (AMI) OPT-OUT

- 2.6.1 Availability
- 2.6.2 Rates & Charges
- 2.6.3 Customer Request to Opt-Out

SECTION III: DEFINITIONS

SECTION IV: UTILITY DEPOSITS

CHAPTER 1: ~~DEPOSIT SCHEDULES~~

- 4.1.1 ~~Deposit Schedules~~ Residential
- 4.1.2 ~~Residential Deposit Schedule~~ Commercial
- 4.1.3 ~~Commercial Deposit / Non-Residential Schedule~~ Hydrant Meters
- 4.1.4 Hydrant Meters

SECTION V: ELECTRIC SERVICE RULES**CHAPTER 1**

- 5.1.1 Purpose
- 5.1.2 Codes and Rules
- 5.1.3 Continuity of Service
- 5.1.4 Quality of Service
- 5.1.5 Liability for Electrical Equipment Damage
- 5.1.6 Characteristics, Types and Availability of Electric Service
- 5.1.7 Unusual Capacity Requirements
- 5.1.8 Addition to Existing Loads
- 5.1.9 Service Connections
- 5.1.10 Customer or Public Attachments
- 5.1.11 Locating of Underground Electric Facilities
- 5.1.12 Exclusive Use
- 5.1.13 Customer Charges
- 5.1.14 Additional Information
- 5.1.15 Definitions

CHAPTER 2: CITY EQUIPMENT ON CUSTOMER PREMISES

- 5.2.1 General
- 5.2.2 Access to City Equipment
- 5.2.3 Enclosure of City Equipment
- 5.2.4 Customer Painting of City Equipment
- 5.2.5 Pad-Mount Transformer Locations

CHAPTER 3: CUSTOMER ELECTRICAL SERVICES

- 5.3.1 Responsibility
- 5.3.2 Application for Service
- 5.3.3 Customer's Wiring System
- 5.3.4 Point of Delivery of Electric Service
- 5.3.5 Overhead Service Drops
- 5.3.6 Underground Service
- 5.3.7 Extension of Customer's Utility System
- 5.3.8 Single Phase and Three Phase Service to Residential Customers
- 5.3.9 Utility Methods of Supplying Electric Service
 - 5.3.9.1 Mobile Home Parks
 - 5.3.9.2 Multiple Dwelling Units, Apartment Complexes
- 5.3.10 Commercial Rate Customers; Single and Three Phase
- 5.3.11 Billing for Multiple Electric Services

CHAPTER 4: METERS

- 5.4.1 General
- 5.4.2 Meter Location
- 5.4.3 Self-Contained Meter Installation
- 5.4.4 Instrument Transformer Metering Installations
- 5.4.5 Relocation of Meters
- 5.4.6 Pulse Outputs
- 5.4.7 Service Modifications
- 5.4.8 **Reserved.**

CHAPTER 5: MOTORS AND SPECIAL REQUIREMENTS EQUIPMENT

- 5.5.1 General
- 5.5.2 Motors – Allowable Starting Currents
- 5.5.3 Intermittent Electric Loads
- 5.5.4 Interference Producing Equipment
- 5.5.5 Harmonics

CHAPTER 6: SYSTEM EXTENSION POLICY, EASEMENTS & RIGHT OF WAY AND SERVICE CONNECTIONS

- 5.6.1 General
- 5.6.2 Easements & Right of Way
- 5.6.3 Overhead Distribution System; Overhead Service from Overhead Distribution System
- 5.6.4 Single Phase Underground Secondary Service from Overhead Distribution System
 - 5.6.4.1 New Residential Customer – Underground Service to a Single Meter or Multiple Meter Group
 - 5.6.4.2 New Customer – Underground Service to Five or More Individually Metered Locations
 - 5.6.4.3 Existing Customer – Replace Overhead Service to a Single Meter with Underground
- 5.6.5 Service Installations
- 5.6.6 Three Phase Underground Secondary Service from Overhead Distribution System
- 5.6.7 Service Upgrades

CHAPTER 7: UNDERGROUND DISTRIBUTION FOR RESIDENTIAL SUBDIVISIONS
(for one- and two-family dwelling units)

- 5.7.1 Standard Design
- 5.7.2 Conditions
- 5.7.3 **Reserved**
- 5.7.4 **Reserved**
- 5.7.5 Transformer and Equipment Locations
- 5.7.6 Secondary System
- 5.7.7 **Reserved**
- 5.7.8 Street Lighting on Public Streets
- 5.7.9 Street Light Fixtures on Public Streets
- 5.7.10 Unusual Conditions

- 5.7.11 Overhead Conductors in Underground Distribution Subdivision
- 5.7.12 Guidelines for Easements in Underground Distribution Subdivisions
- 5.7.13 Non-Standard Construction in Underground Distribution Subdivisions

CHAPTER 8: UNDERGROUND COMMERCIAL OR INDUSTRIAL SERVICE TO A SINGLE CUSTOMER (SECONDARY METERING)

- 5.8.1 Delivery at Secondary Voltage Through City-Owned Transformers
- 5.8.2 Single Secondary Metering Point
- 5.8.3 Multiple Secondary Metering Points
- 5.8.4 Requirements for Underground Primary Conductor Extension to Pad-Mount Transformers
- 5.8.5 Standard Construction for Primary Voltage Road Crossings
- 5.8.6 **Reserved**
- 5.8.7 Multi-Family Service Connection Fee

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)
- 5.10.2 SEU Responsibility
- 5.10.3 Customer's Responsibility
- 5.10.4 Customer's Overhead Service Equipment
- 5.10.5 Submetering
- 5.10.6 Transmission Voltage Services

CHAPTER 11: **RESERVED**

CHAPTER 12: CUSTOMER COST CALCULATIONS

- 5.12.1 Temporary Electric Service
- 5.12.2 Modifications of SEU's Electrical System

CHAPTER 13: STREET LIGHTING POLICY

- 5.13.1 Street Lights
- 5.13.2 Rental Lights

SECTION VI: OUTAGE MANAGEMENT SYSTEM

CHAPTER 1: TERMS AND CONDITIONS FOR SMS MESSAGING FOR OUTAGE AND SERVICE NOTIFICATIONS

- 6.1.1 Purpose
- 6.1.2 Consent and Requirements
- 6.1.3 Message Frequency and Types
- 6.1.4 Opt-Out Instructions
- 6.1.5 Limitations of Liability
- 6.1.6 Changes to Terms and Conditions

CHAPTER 2: PRIVACY POLICY FOR SMS MESSAGING AND OUTAGE AND SERVICE NOTIFICATIONS

<u>6.2.1</u>	<u>Purpose</u>
<u>6.2.2</u>	<u>Information Collection and Use</u>
<u>6.2.3</u>	<u>Opt-Out</u>
<u>6.2.4</u>	<u>No Third-Party Sharing</u>
<u>6.2.5</u>	<u>No Message Storage</u>
<u>6.2.6</u>	<u>Compliance</u>

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~~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 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 forth in the Book of Fees.

APPROVED AND ADOPTED THIS 7TH DAY OF JULY 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 7TH DAY OF JULY 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-Payment ⁶		\$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

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.

Resolution No. CC-2026-17

RESOLUTION OF NECESSITY

A RESOLUTION DECLARING THE NECESSITY FOR ACQUIRING CERTAIN REAL PROPERTY, MORE PARTICULARLY HEREINAFTER DESCRIBED, ALL WITHIN NOBLE COUNTY, STATE OF OKLAHOMA, FOR THE PURPOSE OF ESTABLISHING, CONSTRUCTING, MAINTAINING, AND OPERATING THE LAKE MCMURTRY RAW WATER TRANSMISSION MAIN.

Section 1. In accordance with Title 11, Oklahoma Statutes, Section 37-208, the City of Stillwater, Oklahoma is authorized and empowered to acquire by purchase or condemnation land or such interest therein as in its discretion may be necessary for the purpose of public use, occupation or possession in the construction and repair of public and district sewers and water distribution lines.

Section 2. The City of Stillwater, Oklahoma has determined to construct what is referred to as the Lake McMurtry Raw Water Transmission Main.

Section 3. The City of Stillwater, Oklahoma has found it necessary to acquire by purchase, if possible, or by condemnation, if necessary, certain property interests, described parcels of real property identified in Exhibit "A.1" and "A.2" (the "Real Property") for the above-designated purposes.

Section 4. The City of Stillwater, Oklahoma has made and continues to make diligent efforts to acquire the Real Property from the owners thereof through good faith negotiations, and resort to condemnation as a last resort when a mutually agreeable settlement cannot be achieved in a timely manner.

Section 5. There are on-hand funds available sufficient to pay fair, just, and reasonable compensation to the owners for the Real Property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF STILLWATER, OKLAHOMA:

Section 1. That the acquisition and appropriation of the Real Property, identified herein, is necessary for the purpose of constructing the Lake McMurtry Raw Water Transmission Main, and such purpose requires the acquisition primarily of easements on, and occasional fee simple title to Real Property.

Section 2. The City of Stillwater, Oklahoma caused the Real Property to be valued or appraised, and the Landowners or their designated representatives were given an opportunity to accompany the appraisers during the inspection of the Real Property, all in compliance with applicable laws.

Section 3. The valuation or appraisal established an amount that is believed to be reasonable and just compensation; therefore, and such amount has been or will be offered to the Landowners of Real Property.

Section 4. The City of Stillwater acting by and through its authorized representatives, will negotiate in good faith with the Landowners to acquire such Real Property at a fair, just, and reasonable price for the respective conveyances and grants of fee simple title, less and except the oil and gas, and other minerals lying beneath and that may be produced therefrom.

Section 5. If good faith negotiations and efforts to purchase the hereinabove described Real Property by agreement fail, the initiation of condemnation proceedings is hereby authorized for the reasons as heretofore stated.

ADOPTED this _____ day of July 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 7TH DAY OF JULY 2026.

KIMBERLY CARNLEY, CITY ATTORNEY

R-01-E
BRONCO

T-20-N

SITE

35

COUNTY ROAD 180

W AIRPORT RD

LOCATION MAP

WATER LINE EASEMENT

EXHIBIT

PARCEL 26A

SURVEYOR

WSB

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

N

SCALE: 1"=100'

OWNER: JANET M.
JONES-HARPER BK: 556 PG:
180

SECTION 35
T20N - R1E

N77°23'49"E
26.11'

N1°15'17"E
41.20'

PROPOSED TEMPORARY
CONSTRUCTION
EASEMENT 26.1

S77°23'49"W
26.54'

EAST LINE NW/4

40'

S0°40'25"W
41.10'

POB

N0°40'25"E
113.00'

POC
SOUTHWEST CORNER
NE/4

SOUTH LINE NW/4

SOUTH LINE NE/4

BASIS OF BEARING
OKLAHOMA STATE PLANE NORTH

LEGAL DESCRIPTION

A TRACT OF LAND IN THE NORTHWEST QUARTER (NW/4) OF SECTION 35, T-20-N, R-1-E, IB&M, NOBLE COUNTY,
OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF NW/4 OF SECTION 35, T-20-N, R-1-E; THENCE N0°40'25"E ALONG THE
EAST LINE OF SAID NW/4 A DISTANCE OF 113.00 FEET TO THE POINT OF BEGINNING; THENCE S77°23'49"W A DISTANCE
OF 26.54 FEET; THENCE N1°15'17"E A DISTANCE OF 41.20 FEET; THENCE N77°23'49"E A DISTANCE OF 26.11 FEET TO A
POINT ON SAID EAST LINE NW/4; THENCE S0°40'25"W ALONG SAID EAST LINE NW/4 A DISTANCE OF 41.10 FEET TO THE
POINT OF BEGINNING, CONTAINING 0.02 ACRES OR 1,053 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

NO. CA 1487

EXP. 06/30/2027

4/7/2026

DATE OF SIGNATURE

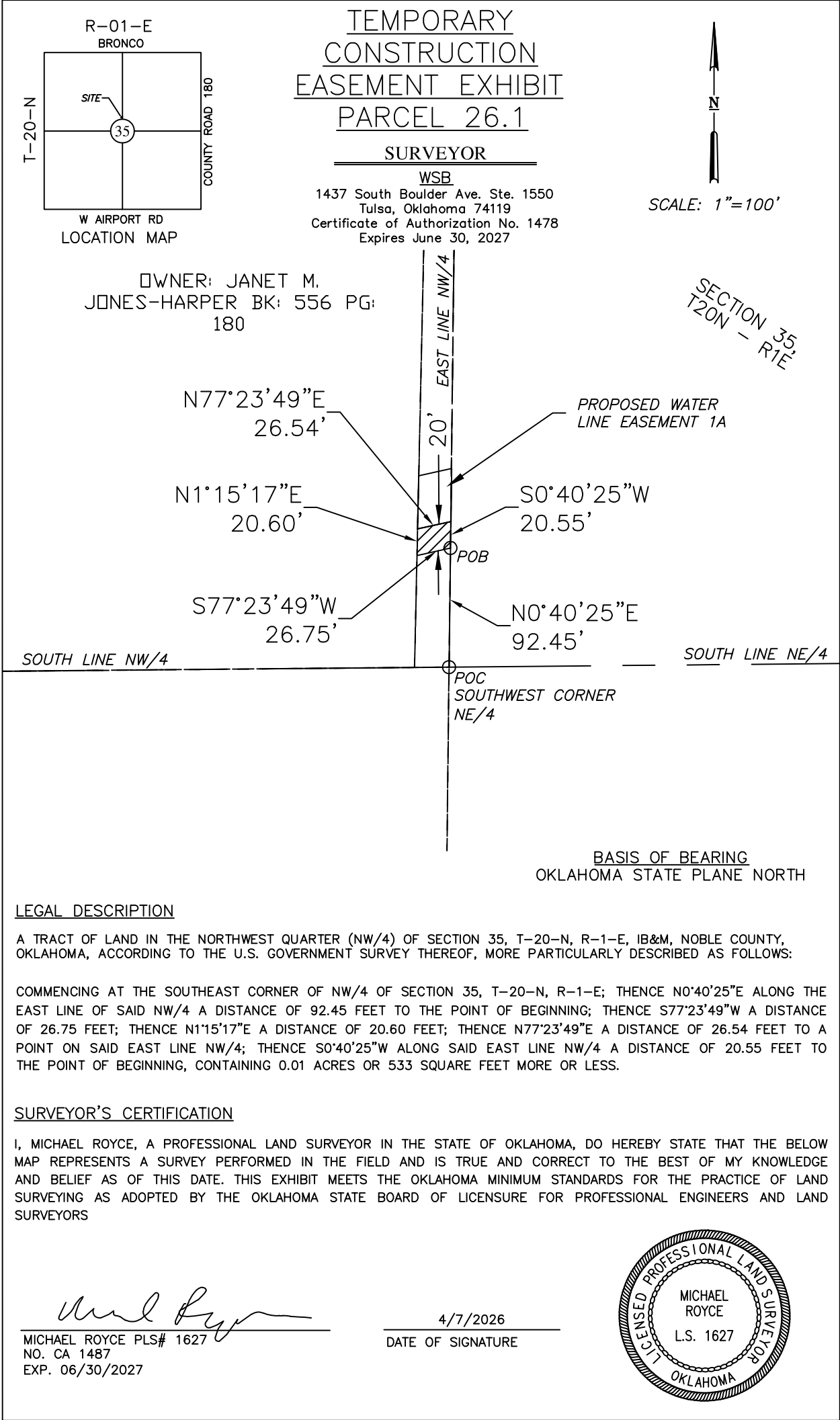
LICENSED PROFESSIONAL LAND SURVEYOR

MICHAEL ROYCE

L.S. 1627

OKLAHOMA

EXHIBIT A.2



Resolution No. CC-2026-18

RESOLUTION OF NECESSITY

A RESOLUTION DECLARING THE NECESSITY FOR ACQUIRING CERTAIN REAL PROPERTY, MORE PARTICULARLY HEREINAFTER DESCRIBED, ALL WITHIN NOBLE COUNTY, STATE OF OKLAHOMA, FOR THE PURPOSE OF ESTABLISHING, CONSTRUCTING, MAINTAINING, AND OPERATING THE LAKE MCMURTRY RAW WATER TRANSMISSION MAIN.

Section 1. In accordance with Title 11, Oklahoma Statutes, Section 37-208, the City of Stillwater, Oklahoma is authorized and empowered to acquire by purchase or condemnation land or such interest therein as in its discretion may be necessary for the purpose of public use, occupation or possession in the construction and repair of public and district sewers and water distribution lines.

Section 2. The City of Stillwater, Oklahoma has determined to construct what is referred to as the Lake McMurtry Raw Water Transmission Main.

Section 3. The City of Stillwater, Oklahoma has found it necessary to acquire by purchase, if possible, or by condemnation, if necessary, certain property interests, described parcels of real property identified in Exhibit "A.1" and "A.2" (the "Real Property") for the above-designated purposes.

Section 4. The City of Stillwater, Oklahoma has made and continues to make diligent efforts to acquire the Real Property from the owners thereof through good faith negotiations, and resort to condemnation as a last resort when a mutually agreeable settlement cannot be achieved in a timely manner.

Section 5. There are on-hand funds available sufficient to pay fair, just, and reasonable compensation to the owners for the Real Property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF STILLWATER, OKLAHOMA:

Section 1. That the acquisition and appropriation of the Real Property, identified herein, is necessary for the purpose of constructing the Lake McMurtry Raw Water Transmission Main, and such purpose requires the acquisition primarily of easements on, and occasional fee simple title to Real Property.

Section 2. The City of Stillwater, Oklahoma caused the Real Property to be valued or appraised, and the Landowners or their designated representatives were given an opportunity to accompany the appraisers during the inspection of the Real Property, all in compliance with applicable laws.

Section 3. The valuation or appraisal established an amount that is believed to be reasonable and just compensation; therefore, and such amount has been or will be offered to the Landowners of Real Property.

Section 4. The City of Stillwater acting by and through its authorized representatives, will negotiate in good faith with the Landowners to acquire such Real Property at a fair, just, and reasonable price for the respective conveyances and grants of fee simple title, less and except the oil and gas, and other minerals lying beneath and that may be produced therefrom.

Section 5. If good faith negotiations and efforts to purchase the hereinabove described Real Property by agreement fail, the initiation of condemnation proceedings is hereby authorized for the reasons as heretofore stated.

ADOPTED this _____ day of July 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 7TH DAY OF JULY 2026.

KIMBERLY CARNLEY, CITY ATTORNEY

EXHIBIT A.1

WATER LINE EASEMENT

EXHIBIT
PARCEL 1A

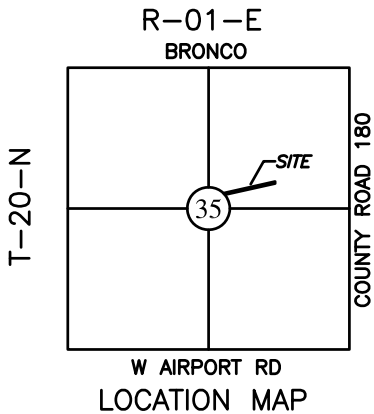
SURVEYOR

WSB

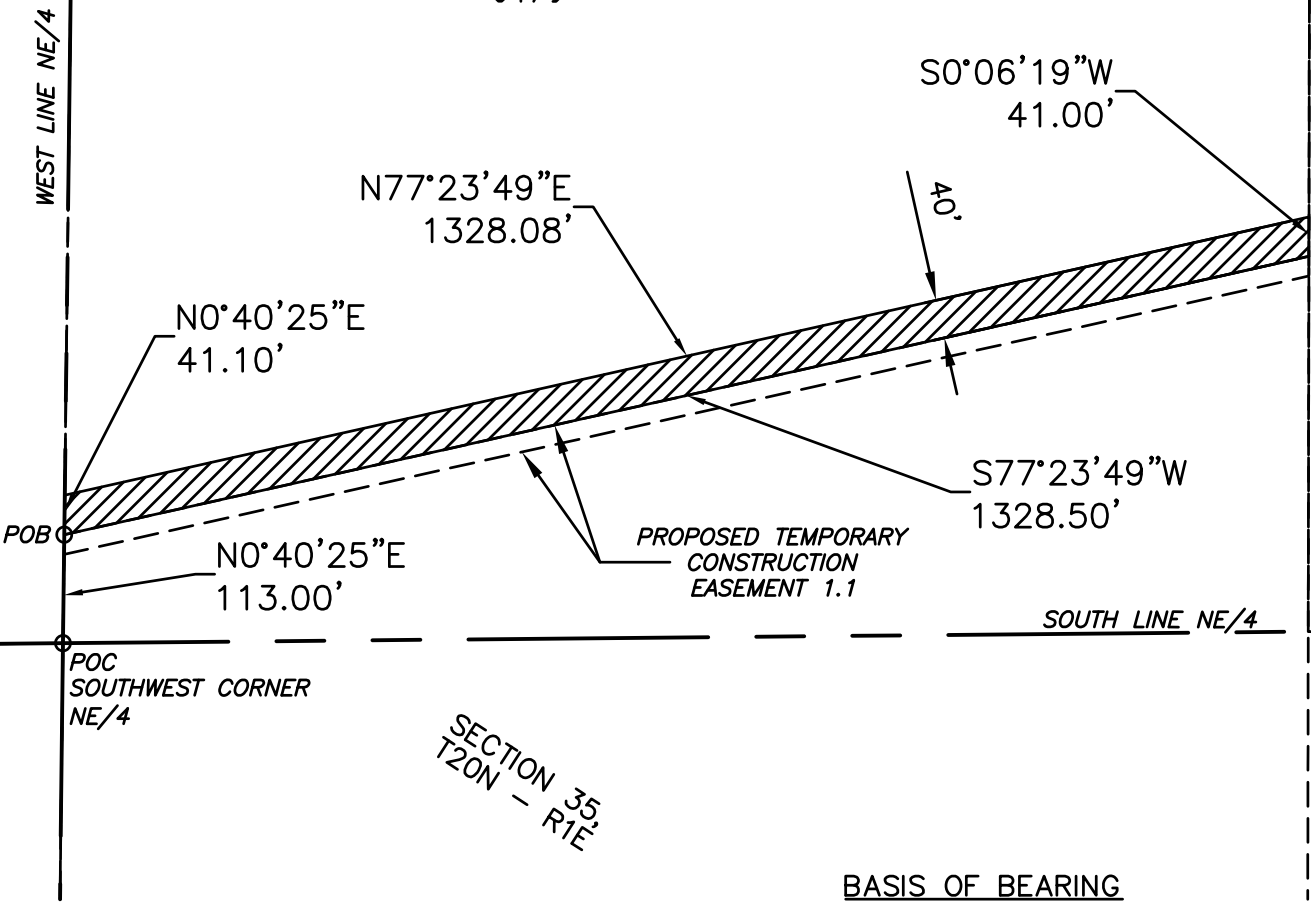
1437 South Boulder Ave. Ste. 1550
Tulsa, Oklahoma 74119
Certificate of Authorization No. 1478
Expires June 30, 2027



SCALE: 1"=200'



OWNER: JANET M.
JONES-HARPER BK: 0864 PG:
0479



BASIS OF BEARING
OKLAHOMA STATE PLANE NORTH

LEGAL DESCRIPTION

A TRACT OF LAND IN THE NORTHEAST QUARTER (NE/4) OF SECTION 35, T-20-N, R-1-E, IB&M, NOBLE COUNTY, OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF NE/4 OF SECTION 35, T-20-N, R-1-E; THENCE N0°40'25"E ALONG THE WEST LINE OF SAID NE/4 A DISTANCE OF 113.00 FEET TO THE POINT OF BEGINNING; THENCE N0°40'25"E ALONG SAID WEST LINE A DISTANCE OF 41.10 FEET; THENCE N77°23'49"E A DISTANCE OF 1328.08 FEET; THENCE S0°06'19"W A DISTANCE OF 41.00 FEET; THENCE S77°23'49"W A DISTANCE OF 1328.50 FEET TO THE POINT OF BEGINNING, CONTAINING 1.22 ACRES OR 53,131 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 PLS# 1627
NO. CA 1487
EXP. 06/30/2027

07/07/2025
DATE OF SIGNATURE



EXHIBIT A.2

TEMPORARY
CONSTRUCTION
EASEMENT EXHIBIT
PARCEL 1.1

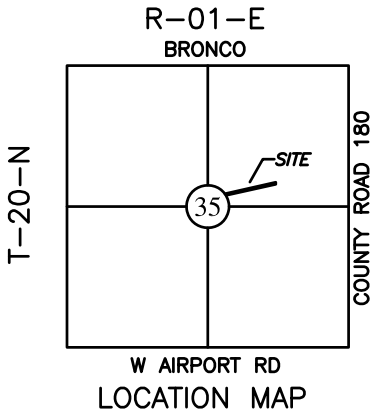
SURVEYOR

WSB

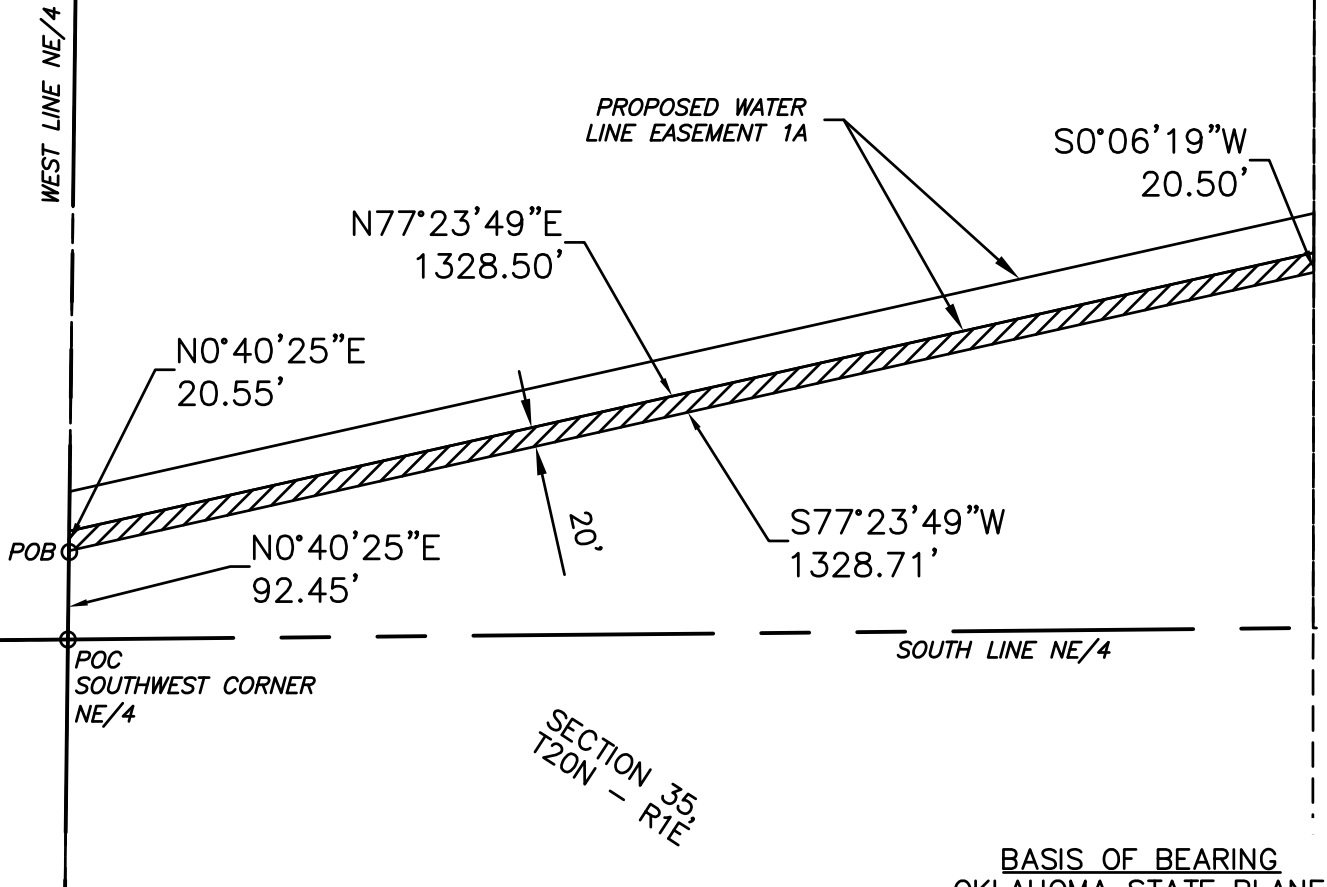
1437 South Boulder Ave. Ste. 1550
Tulsa, Oklahoma 74119
Certificate of Authorization No. 1478
Expires June 30, 2027



SCALE: 1"=200'



OWNER: JANET M.
JONES-HARPER BK: 0864 PG:
0479



BASIS OF BEARING
OKLAHOMA STATE PLANE
NORTH GRID

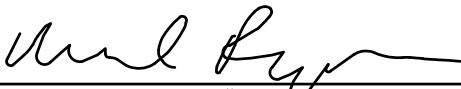
LEGAL DESCRIPTION

A TRACT OF LAND IN THE NORTHEAST QUARTER (NE/4) OF SECTION 35, T-20-N, R-1-E, IB&M, NOBLE COUNTY, OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF NE/4 OF SECTION 35, T-20-N, R-1-E; THENCE N0°40'25"E ALONG THE WEST LINE OF SAID NE/4 A DISTANCE OF 92.45 FEET TO THE POINT OF BEGINNING; THENCE N0°40'25"E ALONG SAID WEST LINE A DISTANCE OF 20.55 FEET; THENCE N77°23'49"E A DISTANCE OF 1328.50 FEET; THENCE S0°06'19"W A DISTANCE OF 20.50 FEET; THENCE S77°23'49"W A DISTANCE OF 1328.71 FEET TO THE POINT OF BEGINNING, CONTAINING 0.61 ACRES OR 26,572 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 PLS# 1627
NO. CA 1487
EXP. 06/30/2027

07/07/25
DATE OF SIGNATURE



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 7TH DAY OF JULY, 2026.

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 7TH DAY OF JULY, 2026.

KIMBERLY CARNLEY, CITY ATTORNEY

First Reading: 06/15/2026
Second Reading: 07/07/2026

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 Corner 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 7TH DAY OF JULY, 2026.

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 7TH DAY OF JULY, 2026.

KIMBERLY CARNLEY, CITY ATTORNEY

First Reading: 06/15/2026
Second Reading: 07/07/2026

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, lodgings, 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 7th day of July, 2026.

William H. Joyce, Mayor

(Seal)
Attest:

Teresa Kadavy, City Clerk

Approved as to form and legality this 7th day of July, 2026.

Kimberly Carnley, City Attorney

First Reading: 6/15/2026
Second Reading: 07/07/2026

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 unit 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 7th day of July, 2026.

William H. Joyce, Mayor

(Seal)
Attest:

Teresa Kadavy, City Clerk

Approved as to form and legality this 7th day of July, 2026.

Kimberly Carnley, City Attorney

First Reading: 6/15/2026
Second Reading: 7/07/2026

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