

REGULAR MEETING OF THE BARTLESVILLE CITY COUNCIL



City Hall, Council Chambers
401 S. Johnstone Avenue
Bartlesville, OK 74003

Monday, July 1, 2024
Immediately Following the
Bartlesville Municipal Authority
Beginning at 5:30 p.m.

Vice Mayor Jim Curd, Jr.
918-338-4282

AGENDA

1. Call to order the business meeting of the Bartlesville City Council by Vice Mayor Jim Curd, Jr.
2. Roll call and establishment of a quorum.
3. Citizens to be heard.
4. City Council Announcements and Proclamations.
 - Recognition and presentation of awards to the graduates of the Citizens Academy 2024 Class I.
5. Authorities, Boards, Commissions and Committee Openings
 - One opening on the Ambulance Commission
 - One opening on the Adams Municipal Golf Course Oversight Committee
 - One opening on the City Planning Commission
 - One opening on the Bartlesville Water Resources Committee (Ward 4 Representative)
6. Consent Docket
 - a. Approval of Minutes
 - i. The Regular Meeting Minutes of June 3, 2024.
 - b. Approval and/or Ratification of Appointments to Authorities, Boards, Commissions, and Committees.
 - i. Appointment of Ms. Caroline Casselberry to a three-year term on the Community Center Trust Authority at the recommendation of Mayor Copeland.
 - ii. Ratify reappointment of Chase Allcott to the Bartlesville Development Authority Board of Trustees for a second three-year term at the recommendation of Mayor Copeland.
 - c. Approval of Ordinance
 - i. Amend Ordinance and Joinder Agreement on the Assistant City Manager Customized Manager Option (CMO) Plan through the Oklahoma Municipal Retirement Fund.
 - d. Approval of Resolutions
 - i. Resolution directing filing and notification of the publication of the 2024 printed supplement #31 to the City of Bartlesville Municipal Code.
 - e. Approval and/or Ratification of Agreements, Contracts, Engagement Letters, Change Orders, Addendums, Employment Agreements and Memorandums of Understanding.
 - i. Service Agreement between the City of Bartlesville/Bartlesville Police Department and Tri County Technology Center to provide a satellite office/substation and training classroom on the east side of the City of Bartlesville, including the Police Department providing one resource office on location for Tri County Technology Center.

- ii. Lease Agreement between the City of Bartlesville/Bartlesville Police Department and Tri County Technology Center to provide a satellite office/substation and training classroom on the east side of the City of Bartlesville.
- iii. Service Agreement between the City of Bartlesville/Bartlesville Police Department and Axon Enterprise, Inc. to provide an upgrade to Police Department's current body camera system.
- iv. Janitorial Contracts between the City of Bartlesville and Simply Green Clean LLC for janitorial services for City Hall and the Public Library.
- v. Short Form Contract between the City of Bartlesville and Canady Construction to construct a new roof on the Adams Golf Course Pro Shop.
- vi. Contract between the City of Bartlesville and Brightly Software, Inc. for purchase and implementation of Asset Management Software.
- vii. Amendment #1 to the Professional service Contract between the City of Bartlesville and Murray GeoConsulting LLC for monitoring and reporting of constituents of emerging concern (CEC) for the Wastewater Treatment Plant indirect potable reuse pilot plant study.
- viii. Contract between the City of Bartlesville and B-Town Construction to install flow meters at the Hillcrest and Nebraska lift stations.
- ix. Airport Hangar Lease Agreement between the City of Bartlesville/Bartlesville Municipal Airport and Wings of Change Ministries.
- x. Amendment to the Professional Service Contract with Guy Engineering Services, Inc. for design services on the Tuxedo Boulevard Bridges over the Caney River and Overflow/Pond Rehabilitation and Repair Project.
- xi. Memorandum of Understanding between the City of Bartlesville and Fraternal Order of Police, Lodge 117, for FY 2023-25, to change stipend payments to an hourly rate instead of monthly rates.
- xii. Memorandum of Understanding between the City of Bartlesville and the Fraternal Order of Police, Lodge 117, for FY 2023-2025, adding the City's Employee Performance and Recognition Program in to the collective bargaining agreement, effective July 1 of each year as incorporated as part of the agreement.
- xiii. Agreement between the City of Bartlesville and Wilson Psychological Associates, PLLC, to provide biannual "Wellness Visits" for police officers, E911 dispatchers, and peer support team members of the Bartlesville Police Department.
- xiv. Employment Agreement between Jason Dochney and the City of Bartlesville to provide interim leadership at Adams Municipal Golf Course.
- xv. Request approval for video depiction displaying all likenesses, images, property, and official personnel, from both the Bartlesville Police Department and the Bartlesville Fire Department for the purpose of honoring first responders in a musical video to the song, "Those Who Fight" by local artist Aaron Ray Vaughan.

f. Receipt of Bartlesville NEXT Progress Report

- i. Bartlesville NEXT Progress Report – June 2024.

g. Receipt of Financials

- i. Interim Financials for eleven months ending May, 2024.

h. Receipt of Bids

- i. Bid No. 2024-2025-001 for Water & Wastewater Line Repair Materials
- ii. Bid No. 2024-2025-002 for Water Treatment Chemicals

7. **Discuss and take possible action to award Bid No. 2024-2025-001 for Water & Wastewater Line Repair Materials. Presented by Councilman Loren Roszel.**
8. **Discuss and take possible action to award Bid No. 2024-2025-002 for Water Treatment Chemicals. Presented by Councilman Loren Roszel.**
9. **Discuss and take possible action to approve a Resolution calling and giving notice of an upcoming election for City Council Representatives for all wards of the City of Bartlesville, Oklahoma. Presented by Jess Kane, City Attorney.**

10. Discuss and take possible action to approve an Agreement for Services between JJ Keegan and the City of Bartlesville on conducting a comprehensive strategic review of the Adams Municipal Golf Course management model. Presented by Vice Mayor Jim Curd.
11. Discuss and take possible action to adopt an ordinance permitting the use of golf carts on City streets. Presented by Councilman Loren Roszel.
12. Discuss and take possible action to adopt an ordinance to change the name of the east/west segment of Oak Park Road to Roane Road within the Oak Wood Addition. Presented by Larry R. Curtis, Director of Community Development.
13. Discuss and take possible action to adopt an ordinance amending Appendix D-General Schedule of Fees, which establishes the fees and costs charged by the City of Bartlesville; authorizing periodic adjustment and the waiver of fees by the City Manager. Presented by Larry R. Curtis, Director of Community Development.
14. Discuss and take possible action to approve an Addendum to the Disposition and Development Agreement between the City of Bartlesville, Buffalo Roam, and Bartlesville Redevelopment Trust Authority. Presented by Mike Bailey, City Manager.
15. Discuss and take possible action to approve Amendment #1 to the Disposition and Development Agreement between the City of Bartlesville, Buffalo Roam, and Bartlesville Redevelopment Trust Authority. Presented by Mike Bailey, City Manager.
16. Discuss and take possible action to fill the City Council liaison positions for Authorities, Boards, Commissions and Committees vacated by the passing of Ward 4 City Councilor Billie Roane. Presented by Vice Mayor Jim Curd, Jr.
17. New Business.
18. City Manager and Staff Reports.
19. City Council Comments and Inquiries.
20. Adjournment.

The Agenda was received and filed in the Office of the City Clerk and posted in prominent public view at City Hall at 5:30 p.m. on Thursday, June 27, 2024.

Jason Muninger

Jason Muninger, City Clerk/CFO

/s/ Elaine Banes

by Elaine Banes, Deputy City Clerk

City of Bartlesville Website: <https://www.cityofbartlesville.org/city-government/city-council/meeting-agendas/>
Live Streaming: <https://www.cityofbartlesville.org/city-government/city-council/webcast/>
Sparklight: Channel 56

Open Meetings Act Compliance (25 O.S. Sec. 301 et seq.): all discussion items are subject to possible action by the City Council. Official action can only be taken on items which appear on the agenda. The City Council may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the City Council may refer the matter to the City Manager, Staff or City Attorney, or back to a committee or other recommending body. Under certain circumstance, items are deferred to a specific later date or stricken from the agenda entirely. Agenda items requiring a public hearing as required by law will be so noted. The City Council may at their discretion change the order of the business agenda items. City of Bartlesville encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least one working day prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive this rule if signing is not the necessary accommodation.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Recognition and presentation of awards to the graduates of the Citizens Academy 2024 Class I.

Attachments:

List of Graduates

II. STAFF COMMENTS AND ANALYSIS

We would like to recognize the graduates of the City of Bartlesville Citizens Academy for their dedication and achievement in completing the program. The Citizens Academy is an interactive program designed to familiarize the general public with the roles, services, and operations of the city government. This program educates residents, business owners, and other interested individuals about how daily city operations contribute to building a better community and how their tax dollars are being utilized.

The Citizens Academy offers participants an in-depth look at city operations through a series of sessions covering various departments and functions. Graduates of the program have gained valuable insights into the workings of city government, making them more informed and engaged citizens.

We would like to extend our heartfelt thanks to these individuals for their interest in the city, their commitment to learning, and the time they have sacrificed to complete this program. Their dedication is a testament to the community spirit that makes our city thrive.

III. BUDGET IMPACT

None.

IV. RECOMMENDED ACTION

Staff recommends recognition of the graduates of the Citizens Academy and present them with certificates of completion.

#	List of Graduates
1	Debra Cook
2	Shonda Crites
3	Dianne Crow
4	Hailey "Jade" Davis
5	Harry Deathe
6	Andy Dossett
7	Jennifer Ennis
8	Lonnie Gillman
9	Sarah Hester
10	Lauren McKinney
11	Robert McWilliams
12	Chenin Patton
13	Amos Radlinger
14	Ryan Reynolds
15	Stacie Sauber
16	Quinn Schipper
17	Barbara Shoff
18	Rachel Showler
19	Rachelle Wilson
20	Russell Zora

CITIZENS ACADEMY SCHEDULE

THURS.,
April 11
2024

SESSION 1: AT THE HELM

TIME: 1-4 P.M.

LOCATION: CITY HALL COUNCIL CHAMBERS
(PARKING AT COMMUNITY CENTER)

INTRODUCTION & ORIENTATION: WHO WE ARE AND WHAT WE DO, FEATURING MAYOR, CITY MANAGER, FINANCE AND MORE.

THURS.,
April 25
2024

SESSION 2: PUBLIC SAFETY

TIME: 1-4 P.M.

LOCATION: POLICE DEPARTMENT &
CENTRAL FIRE STATION
(PARKING AT COMMUNITY CENTER)

HEAR FROM LAW ENFORCEMENT AND FIRE SERVICE STAFF

THURS.,
May 23
2024

SESSION 3: COMMUNICATIONS, HR & COMMUNITY DEVELOPMENT

TIME: 1-4 P.M.

LOCATION: CITY HALL
(PARKING AT COMMUNITY CENTER)

HEAR ABOUT CITY COMMUNICATIONS, RECRUITMENT & HIRING. ALSO LEARN ABOUT ZONING, PERMITS & CODE ENFORCMENT. BUS TOUR INCLUDED.

THURS.,
June 6
2024

SESSION 4: LIBRARY, HISTORY MUSEUM, AIRPORT & WATER PLANT

TIME: 1-4 P.M.

LOCATION: BARTLESVILLE PUBLIC LIBRARY
(PARKING AT COMMUNITY CENTER)

LEARN ABOUT THE CITY'S PUBLIC LIBRARY & HISTORY MUSEUM. BUS TOUR TO MUNICIPAL AIRPORT AND WATER PLANT.

THURS.,
June 13
2024

SESSION 5: LEGAL, MUNICIPAL COURT, WASTE WATER & SEWER

TIME: 1-4 P.M.

LOCATION: CITY HALL (PARKING AT
COMMUNITY CENTER)

LEARN ABOUT LITIGATION AND MUNICIPAL COURT. BUS TOUR TO WASTE WATER TREATMENT PLANT AND SEWER LIFT STATION

THURS.,
June 20
2024

SESSION 6: GOLF COURSE, ENGINEERING, FINANCE & PUBLIC WORKS

TIME: NOON TO 4 P.M. (LUNCH INCLUDED)

LOCATION: ADAMS GOLF COURSE, 5801
TUXEDO BLVD.

LUNCH AT THE GOLF COURSE. LEARN ABOUT CITY PROJECTS/ENGINEERING AND MUNICIPAL BUDGET/FINANCE. BUS TO OPERATIONS CENTER, 1700 W. ADAMS BLVD., TO PARTICIPATE IN AN OPERATIONS RODEO WITH CITY CREWS.

MON.,
July 1
2024

SESSION 7: GRADUATION

TIME: 5:30 P.M.

LOCATION: CITY HALL COUNCIL CHAMBERS
(DOWNTOWN STREET PARKING AVAILABLE)

CEREMONY TO WRAP UP ACADEMY DURING CITY COUNCIL MEETING

FOR MORE INFORMATION ABOUT ANY OF THE CITIZEN'S ACADEMY SESSIONS, PLEASE CONTACT ELAINE BANES AT 918.338.4282.



City Hall, Council Chambers
401 S. Johnstone Avenue
Bartlesville, OK 74003

MINUTES OF THE REGULAR MEETING OF THE BARTLESVILLE CITY COUNCIL

Monday, June 3, 2024
5:30 p.m.

Mayor Dale Copeland
918-338-4282

MINUTES

(The Notice of Meeting was posted December 15, 2023 and the Agenda was posted May 30, 2024 at 5:30 p.m.)

City Council present were Mayor Dale Copeland, Vice Mayor Jim Curd, Jr., Councilmembers Trevor Dorsey, and Loren Roszel.

City staff present were Mike Bailey, City Manager; Jess Kane, City Attorney; Jason Muninger, CFO/City Clerk; Laura Sanders, Assistant City Manager; Terry Lauritsen, Director of Water Utilities; Micah Siemers, Director of Engineering; Shellie McGill, Director of the Library and Museum; Kelli Williams, Chief Communications Officer; Larry Curtis, Director of Community Development; Alicia Shelton, Accountant; Kelsey Walker, Communications and Marketing Manager; Steve Roper, Engineering; Robin Betts, Interim H.R. Director; Police Chief Kevin Ickleberry; Deputy Police Chief Troy Newell; Captain Andrew Ward; Fire Chief H.C. Call; and Elaine Banes, Executive Assistant.

1. **The business meeting of the Bartlesville City Council was called to order by Mayor Copeland at 5:38 p.m.**
2. **Roll call was conducted and a quorum established.**
3. **The Invocation was provided by Dr. Larry Cowan, Integrated Team Manager, Grand Mental Health.** Following the invocation, Mayor Copeland expressed his appreciation to Dr. Cowan for the good work that he and his organization provides to the community.

4. **Citizens to be heard.**

Ed Sheets spoke against allowing golf carts on City streets.

John Hensley spoke about adding public comment before each agenda item. He also inquired as the status of the Amended Charter.

5. **Discuss and take possible action to fill the City Council position for Ward 4 in the City of Bartlesville, and to possibly administer the Oath of Office to appointee. Presented by Mayor Copeland.**

Mayor Copeland reported that due to the sad loss of Ms. Roane, her position on the City Council became open. The City received seven applications followed by interviews with the remaining four Councilmembers, two by two. Tonight a decision can be made from the seven qualified candidates. Mr. Roszel stated his appreciation to everyone who applied and how he missed his friend, Ms. Roane. Vice Mayor Curd stated his appreciation to Ms. Roane for her commitment to the City, and his appreciation for each of the candidates, as well as the City staff for setting up and scheduling the

interviews. Mr. Dorsey stated that the applicants were really good and his hopes that those not chosen will apply to serve on any of the City's Authorities, Boards, Commissions and Committees. Mr. Roszel concurred.

Mr. Roszel moved to appoint Mr. Quinn Schipper to the City Council position for Ward 4, seconded by Vice Mayor Curd.

Mr. Roszel added that he felt Mr. Schipper is engaged in the community and is well-prepared to serve in this position. Mayor Copeland concurred.

Voting Aye: Mr. Roszel, Mr. Dorsey, Vice Mayor Curd, Mayor Copeland
Voting Nay: None
Motion: Passed

Jess Kane, City Attorney, administered the Oath of Office to Mr. Schipper who then took his seat with the City Council.

6. City Council Announcements and Proclamations.

- Purple Heart City Proclamation was presented by Vice Mayor Curd.

7. Authorities, Boards, Commissions and Committee Openings

- One opening on the Ambulance Commission
- One opening on the Bartlesville Area History Museum Trust Authority

Mayor Copeland read the openings and encouraged citizens to volunteer on City Committees. Applications can be found at www.cityofbartlesville.org or at City Hall in the city Manager's Office.

8. Consent Docket

a. Approval of Minutes

- i. The Regular Meeting Minutes of May 6, 2024.

b. Approval and/or Ratification of Appointments to Authorities, Boards, Commissions, and Committees.

- i. Appointment of Ms. Melanie Bayles to fill an unexpired position on the Bartlesville Area History Museum Trust Authority at the recommendation of Mayor Copeland.
- ii. Appointment of Ms. Laura Jensen to a three-year term on the Keep Bartlesville Beautiful Committee at the recommendation of Mayor Copeland.
- iii. Reappointment of Ms. Jana Tresher to an additional three year term on the Street and Traffic Committee at the recommendation of Councilmember Roszel.
- iv. Ratify appointment of Ms. Tara Gotwalt for a three-year term as Trustee for the Bartlesville Development Authority at the recommendation of Mayor Copeland.
- v. Ratify the election of Ms. Gayle Lester as Chair and Ms. Jamie Bennett as Secretary/Treasurer of the Bartlesville Development Authority for FY 2024-2025.

c. Approval of Ordinances

- i. Ordinances and Joinder Agreements to implement Customized Manager Option (CMO) Plans through the Oklahoma Municipal Retirement Fund (OKMRF).

d. Approval of Resolutions

- i. Amending the contracts of the City Judge and Golf Professional adjusting their compensation to accommodate the approved cost of living adjustments and merit increases for Fiscal Year 2024-2025.
- ii. Amending the budget of the City of Bartlesville, Oklahoma for Fiscal Year 2023-2024, appropriating unanticipated revenue for the Golf Course Memorial Fund.

- iii. Amending the budget of the City of Bartlesville for Fiscal Year 2023-2024 appropriating grant funds from the Oklahoma Department of Aerospace and Aeronautics (ODAA) for the Bartlesville Municipal Airport.
- e. Approval and/or Ratification of Agreements, Contracts, Engagement Letters, Change Orders, Memorandums of Understanding, Fee Schedules, and Mayoral Proclamations and Letter.**
- i. Professional E-Rate Management Services – Fee Schedule between the City of Bartlesville/Bartlesville Public Library and Kellogg and Sovereign Consulting for completion and submission of all forms for E-Rate funding.
 - ii. Business Associate Agreement between the City of Bartlesville Group Benefit Plan and HCC Life Insurance Company to switch stop loss carriers from Optum to HCC Life Insurance Company.
 - iii. Airport Hangar Lease Agreement between the City of Bartlesville/Bartlesville Municipal Airport and BMI Aviation to store one Socata TB21 aircraft in Hangar 8.
 - iv. Airport Hangar Lease Agreement between the City of Bartlesville/Bartlesville Municipal Airport and Phoenix Rising Aviation, Inc. to lease South Hangar 1.
 - v. Location Facilities Agreement (non-filmed location) between Sarah’s Oil, LLC and the City of Bartlesville/Bartlesville Municipal Airport for Hangar 2 for personnel, vehicles and equipment.
 - vi. Amended Contract between the City of Bartlesville and Washington County SPCA.
 - vii. Short Form Construction Contract between the City of Bartlesville and Haynes Equipment Company to install a replacement filter aide chemical feed system at the Water Treatment Plant.
 - viii. Professional Service Contract between the City of Bartlesville and Keleher Architects for Architectural and Engineering Design of two equipment sheds located in the City’s operation yard.
 - ix. Professional Services Agreement Amendment No. 3 between the City of Bartlesville and Tetra Tech, Inc. for engineering services for the Wastewater Treatment Plant Expansion and the Limestone to Chickasaw Transport Corridor Improvements.
 - x. Operation and Maintenance Contract Amendment No. 4 between the City of Bartlesville and Veolia Water for the Chickasaw Wastewater Treatment Plant.
 - xi. Design Contract between the City of Bartlesville and CEC Corporation for engineering design for reconstruction of Yale Drive between Adams Boulevard and Frank Phillips Boulevard.
 - xii. Agreement with CivicPlus for codification and ordinance bank subscription, and supplementation services.
 - xiii. First Amended and Restated Employment Agreement between the City of Bartlesville and Jess M. Kane for his services as City Attorney.
 - xiv. Employment Agreement between the City of Bartlesville and Rocky R. Bevard to provide intensive background investigations on potential employees for the Bartlesville Police Department, a department of the City of Bartlesville, an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution.
 - xv. A Memorandum of Understanding between the City of Bartlesville and Bartlesville Professional Firefighters, Local 200, International Association of Firefighters, to provide paid administrative leave to Johnny Kelley, Bartlesville Fire Fighter and Barnsdall Mayor, so that he may provide full time assistance to Barnsdall to assist in its recovery effort from the May 6, 2024 tornado.
 - xvi. A Memorandum of Understanding updating Appendix 1 of the Fraternal Order of Police (FOP) Collective Bargaining Agreement for Fiscal Year 2023-2025 providing for a 6% cost of living increase.
 - xvii. A Memorandum of Understanding updating Article 15 of the Fraternal Order of Police (FOP) Collective Bargaining Agreement for Fiscal Year 2024-2025 regarding payout of monthly stipends.
 - xviii. Ratification of a Disaster Emergency Proclamation that was authorized and signed by Mayor Copeland at the request of Kary Cox, Director, Washington County Emergency Management on May 9, 2024 regarding the May 6, 2024 tornado event.

- xix. Ratification of a Detailed Rebuttal to Presumption of Minimal Adverse Impacts on Proposed Acquisition into Trust for Cherokee Nation Memo authorized and signed by Mayor Copeland on May 21, 2024.

f. Receipt of Bartlesville NEXT Progress Report

- i. Bartlesville NEXT Progress Report – May 2024.

g. Receipt of Financials

- i. Interim Financials for ten months ending April, 2024.

h. Receipt of Bids

- i. Bid No. 2023-2024-016 for the Pathfinder Improvements Projects 2024.

Mayor Copeland read the consent docket in its entirety. Mr. Roszel removed Items 8.e.xii and 8.e.xiv. for further discussion. Vice Mayor Curd removed Item 8.d.iii. for further discussion.

Vice Mayor Curd moved to approve the consent docket except for Items 8.d.iii., 8.e.xii. and 8.e.xiv., seconded by Mr. Dorsey.

Voting Aye: Mr. Dorsey, Vice Mayor Curd, Mr. Schipper, Mr. Roszel, Mayor Copeland
Voting Nay: None
Motion: Passed

Item 8.d.iii. Amending the budget of the City of Bartlesville for Fiscal Year 2023-2024 appropriating grant funds from the Oklahoma Department of Aerospace and Aeronautics (ODAA) for the Bartlesville Municipal Airport.

At Vice Mayor Curd's request, Mr. Siemers reported that this is a cost sharing agreement for the taxiway extension project. The largest share of funding is from the ODAA, along with funding from the FAA, NPE/AIP, and the AIG/ARPA funds. The FAA funding to be combined with the other funding is about \$700,000. The City's funding for the \$2.4 million project is only \$100,000 due to the funds committed by the other agencies. This extension will open up additional property at the airport, facilitating the potential for new hangars. Construction on the taxiway extension should start early Fall. The project has been awarded, and this action appropriates the funds for disbursement. Vice Mayor Curd appreciated the Engineering Department, the BDA in looking to develop business at the airport, and the airport management for the improvements and enhancements.

Vice Mayor Curd moved to approve Item 8.d.iii. as presented, seconded by Mr. Dorsey.

Voting Aye: Vice Mayor Curd, Mr. Schipper, Mr. Roszel, Mr. Dorsey, Mayor Copeland
Voting Nay: None
Motion: Passed

Item 8.e.xii. Agreement with CivicPlus for codification and ordinance bank subscription, and supplementation services.

At Mr. Roszel's request, Mr. Muninger explained that the City has a current contract with Civic Plus who is going to subscription services vs a per item service as in the past. It is not the only vendor available, but they are the City's current vendor and one of the biggest and best. By moving to a subscription service, the City will incur a savings and their service has been satisfactory for many years. Mr. Bailey explained what they provide contractually. Mr. Muninger

also added what they provide in addition to what Mr. Bailey explained, and he added that finding vendors that could meet their level of service and expense may be hard to find. The Mayor explained that Civic Plus ensures that the Municipal Code can be found online to City ordinances and is always up-to-date.

Mr. Roszel moved to approve Item 8.e.xii. as presented, seconded by Mr. Schipper.

Voting Aye: Mr. Schipper, Mr. Roszel, Mr. Dorsey, Vice Mayor Curd, Mayor Copeland
Voting Nay: None
Motion: Passed

Item 8.e.xiv. Employment Agreement between the City of Bartlesville and Rocky R. Bevard to provide intensive background investigations on potential employees for the Bartlesville Police Department, a department of the City of Bartlesville, an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution.

Mr. Roszel prefaced his comments by saying he has known former Deputy Police Chief Bevard and his questions about this item are not about Mr. Bevard's integrity. He wanted more information on how and why this is needed, and if a former officer is better than an objective, outside party to conduct the background search. Mr. Bailey explained that a basic background check can be conducted relatively easily on City employees, but conducting background searches on potential police officers is much more extensive. Captain Newell explained that background searches can take quite a while for a thorough search thereby pulling administrative or other officers away from their daily duties. He added that this position has been discussed and researched as it would be beneficial to the department to have one person designated to do this job. Mr. Roszel asked what the advantage is to have someone close to and even from the department hired for the job instead of an outside person who may be more objective. Mr. Bailey explained that the job covers entry level police officers, therefore he is comfortable with Mr. Bevard for this type of background search. He added that if the background search was for a Police Chief, the investigation would be from outside entities due to perception of objectivity and the element of having to work together once hired. Mr. Roszel stated that he has nothing against Mr. Bevard conducting the job, just wanted to ensure he and the potential employee are protected in the process. Mayor Copeland concurred adding that with Mr. Bevard's experience as a police officer and Deputy Chief will be conducive to him providing thorough background checks.

Mr. Roszel moved to approve Item 8.e.xiv. as presented, seconded by Vice Mayor Curd.

Voting Aye: Mr. Roszel, Mr. Dorsey, Vice Mayor Curd, Mr. Schipper, Mayor Copeland
Voting Nay:
Motion: Pass/Fail

9. Discuss and take possible action to award Bid No. 2023-2024-016 for the Pathfinder Improvements 2024 Project. Presented by Vice Mayor Curd.

Vice Mayor Curd moved to award Bid No. 2023-2024-016 to KSL Dirtworks, LLC in the amount of \$879,220.91 as presented, seconded by Mr. Dorsey.

Voting Aye: Mr. Dorsey, Vice Mayor Curd, Mr. Schipper, Mr. Roszel, Mayor Copeland
Voting Nay: None
Motion: Passed

10. Public hearing and possible action on a request by Chris Hester to close a portion of the Interurban Street right-of-way located adjacent to Lot 1, Block 1, Highland Park, 2nd Addition, (225 NE Howard Avenue) Bartlesville, Washington County, Oklahoma. Presented by Micah Siemers, P.E., Director of Engineering.

Mr. Siemers reported the applicant is requesting the closure so that they can utilize an existing footing for construction of a residential building on the property. Currently, the footing encroaches upon the Interurban Drive right-of-way. This would also help account for some building setback from the property line if approved. This is a very wide right-of-way that was originally used for the Interurban Railroad. Interurban Drive is located in the north half of the right-of-way, leaving a wide strip on the south side where this property is located. Staff has received no objection from City Departments, ONG, AT&T or Sparklight. However, PSO has stated that they cannot concur with the request. They have existing overhead electric lines and believe it in their best interest to keep the full right-of-way to be able to access and maintain the lines safely. Therefore, staff recommends holding the public hearing and denial of the request to vacate any portion of the Interurban Drive right-of-way based upon input from PSO.

In response to Mr. Dorsey's question about a structure on the easement, Mr. Siemers responded there is not an existing structure on the old footing. Mr. Hester wanted to use the existing footing for a structure which is the reason for his request, but he has still has room to develop what he needs with using the encroached footing.

Mayor Copeland opened the public hearing at 6:40 p.m. There being no one appear to speak, the Mayor closed the public hearing at 6:40 p.m.

A brief discussion ensued about taking no action or is action required; the option for the landowner to move the electrical issues that caused PSO to deny their approval; what was built on the remaining footing; and that denying the request to vacate does not prohibit Mr. Hester from building what is needed on his property.

Mr. Roszel moved to deny the request to vacate any portion of the Interurban Drive right-of-way based upon input from PSO and at staff recommendation as presented, seconded by Mr. Schipper.

Voting Aye:	Vice Mayor Curd, Mr. Schipper, Mr. Roszel, Mr. Dorsey, Mayor Copeland
Voting Nay:	None
Motion:	Passed

11. Discuss and take possible action on a recommendation from the Bartlesville Development Authority for extension of the Resident Recruitment Program incentive. Presented by Chris Batchelder, Vice President, Business Development, Bartlesville Development Authority.

Mr. Batchelder opened by welcoming Mr. Schipper to the City Council and thanked him for his service. He also thanked the Council for the ratification of their members in previous actions at this meeting. He reported that since Resident Recruitment Program's inception, it has been a fantastically successful program. Several years ago, at the behest of ConocoPhillips, the program was developed to encourage employees to live where they are employed. To-date, 64 new residents have taken advantage of this program, six of which from international locations. The total amount disbursed so far is \$422,500 with four new residents who started as renter have converted to ownership.

Discussion covered that incentivizing businesses to come to Bartlesville is how it started, and incentivizing employees to live here has been a successful as well; this program as well as the City continuing to improve and provide enhancements made to the community hopefully makes the decision easier for employees choose to live here; a primary industry is any company located in Bartlesville who's revenue is more than 50% derived from outside the community; and that companies such as Blue Whale and Lincoln Electrical are using this incentive as part of their employee recruitment. Continued discussion covered the need for additional housing, and how the City's Strategic Plan is addressing the housing need. Mayor Copeland inquired if the proposed extension has an end date. Mr. Batchelder said the extension would be open ended within the constraints of the Economic Development Fund. Mr. Roszel confirmed that the City Council would have to end the program by Council action, since there will not be a sunset date. Mr. Bailey stated that this is how current BDA programs are set-up.

Mr. Dorsey moved to extend the Resident Recruitment Program Incentive with no end-date as presented, seconded by Vice Mayor Curd.

Voting Aye:	Mr. Schipper, Mr. Roszel, Mr. Dorsey, Vice Mayor Curd, Mayor Copeland
Voting Nay:	None
Motion:	Passed

12. New Business.

There was no new business to report.

13. City Manager and Staff Reports.

Mr. Bailey reported on:

The Civitan Park shade structure is now in place. Between contractors and weather, it was a long process, but it is now stronger with repairs made to the original structure. Vice Mayor Curd stated his appreciation to City staff for a job well done. Mr. Siemers came forward to give credit to the Public Works Department who did a fantastic job on the structure.

Curbside debris collection from the tornado event continues. There are still closures on the Pathfinder due to downed trees. The site west of town for tree debris is still open. Assistance has been offered to Barnsdall as well which directly related to an earlier action this evening allowing the Barnsdall Mayor, who is also a Bartlesville firefighter, approved leave to assist his community.

Endeavor 2025 Comprehensive Plan meetings will be held June 18 and 19, two sessions from 5 to 7 one at Ability Works and the second one at East Cross Church. Public input is invited and welcome.

The Library will be closed June 7 and 8 for installation of new sky lights.

H.C. Call was introduced to the City Council as the new Bartlesville Fire Chief. They all welcomed him.

Mr. Bailey concluded by thanking Mr. Schipper for agreeing to serve and to all of the other candidates. He added that he sat in on the interviews and was heartened by the quality of candidates and their interest in serving the community.

14. City Council Comments and Inquiries.

Mr. Schipper spoke about how he had set in this chair alongside Ms. Roane in the City Planning Committee, as well as on two additional committees, and feels the loss of her absence, friendship, and mentorship. He added that he looks forward to representing Ward 4.

Mr. Loren encourage the City Council applicants again to serve on one of the many City committees.

Mayor Copeland stated his appreciation of everyone who assisted in the clean up of the tornado event on May 6. It was heartening to see our citizens and those outside of the community pitch in and do the work necessary to help their neighbors.

Mayor Copeland also encouraged everyone to vote on June 18, as well as in all of the elections. It is an honor and privilege to be able to do so.

The Mayor also congratulated Mr. Schipper on his appointment and looks forward to working with him.

Vice Mayor Curd congratulated Mayor Copeland on receiving the Tom Shoemake Award recently and on his 13 years of service on the City Council. He added that serving under him has been an honor and that he is well deserving of this leadership award. Mayor Copeland thanked Vice Mayor Curd.

15. There being no further business to address, Mayor Copeland adjourned the meeting at 7:08 p.m.

Jason Muninger, CFO/City Clerk

Dale W. Copeland, Mayor

by _____
Vice Mayor Jim Curd, Jr.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to appoint Ms. Caroline Casselberry to a three year term on the Community Center Trust Authority.

Attachments:

Ms. Casselberry's application

II. STAFF COMMENTS AND ANALYSIS

The Community Center Trust Authority Trustees, Mayor Copeland and I feel that Ms. Casselberry will be a great asset as a Trustee. She is an active community member, serving and volunteering on various board over many years.

III. RECOMMENDED ACTION

The CCTA and Mayor Copeland recommends the appointment of Ms. Caroline Casselberry to the Bartlesville City Council at the July 1, 2024 City Council meeting.

Elaine Banes

From: no-reply@bitbrilliant.com
Sent: Monday, June 10, 2024 3:54 PM
To: Elaine Banes
Subject: New submission from Application for City Boards, Commissions, Committees & Trust Authorities

Rec'd. EB

*cc: Val Killaghan
Nelle [unclear]*

CAUTION: External Source. THINK BEFORE YOU CLICK!

Please check the ones you wish to serve on:

- Community Center Trust Authority

Name

Caroline Casselberry

Residential Address

4021 SE Silver Lake Rd.
Bartlesville, OK 74006
[Map It](#)

Home Phone

(918) 335-3876

Cell Phone

(918) 914-1343

Email

c.casselberry@gmail.com

What in your background qualifies you for service on the committees chosen (volunteer work, education, employment)?

Active community member, 7 years on BSO board, volunteer with many community needs

Tell us about your previous community involvement and the duration of your involvement.

See above

What would you like to see this board, commission, committee or authority accomplish?

I need to know more about what has been done, what goals are to better answer this question.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to amend the ordinance and joinder agreement on the Assistant City Manager Customized Manager Option (CMO) Plan through the Oklahoma Municipal Retirement Fund (OkMRF).

Attachments:

Amended Ordinance

Joinder Agreement for Assistant City Manager CMO Plan

II. STAFF COMMENTS AND ANALYSIS

On June 3rd, the City Council approved the ordinances and joinder agreements to implement two CMO plans for the City Manager and Assistant City Manager. The plan benefits include: employer contributions not subject to FICA/Medicare taxes (benefits to both employer and employee), qualified plan status allows for tax privileges prior to retirement, tax deferred employee contributions, and 100% immediate vesting of all contributions.

It is was brought to my attention by OkMRF that there was a scrivener's error in the drafting of the Assistant City Manager plan. This plan was supposed to include a 4% contribution from the employee to the plan but the percentage did not merge into the document. We are in need of updating the document to include the 4% contribution that will be paid by the employee in the joinder agreement as well as amending the ordinance.

The City Attorney Jess Kane has reviewed these documents and has approved them as to form.

III. BUDGET IMPACT

None.

IV. RECOMMENDED ACTION

Staff recommends approval and execution of amended ordinance and joinder agreement.

**OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED CONTRIBUTION PLAN
JOINDER AGREEMENT**

City of Bartlesville [a municipality or authority chartered, incorporated or formed under the laws of Oklahoma], a city, town, agency, instrumentality, or public trust located in the State of Oklahoma, with its principal office at Bartlesville, Oklahoma, hereby establishes a Defined Contribution Plan to be known as **City of Bartlesville ACM Plan** (the “Plan”) in the form of the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan.

Except as otherwise provided herein, the definitions in Article II of the Plan apply.

1. Dates.

This instrument is a new Plan effective October 1, 2024 (“Effective Date”) [such date may not be earlier than the first day of the Plan Year in which it is executed].

This instrument is an amendment, restatement, and continuation of the Previous Plan, which was originally effective __. The effective date of this Joinder Agreement is __ (“Effective Date”) [date may not be prior to Plan Year of the date of execution], except as otherwise stated in the Plan and the Joinder Agreement.

2. Employee.

The word “Employee” shall mean:

Any person, other than a Leased Employee, who, on or after the Effective Date, is considered to be a regular full-time employee in accordance with the Employer’s standard personnel policies and practices, and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.

Any person, other than a Leased Employee, who, on or after the Effective Date, is considered to be a regular employee in accordance with the Employer’s standard personnel policies and practices (including part-time, seasonal and temporary employees), and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.

Any person who, on or after the Effective Date, as of, holds the position of:

City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.

Assistant City Manager Chief of Police Fire Chief

Department Head or Department Manager Finance Director or Chief Financial Officer

General Counsel or Municipal Attorney Municipal Judge

____ (specify position)

The word “Employee” shall not include:

Any person who is currently accruing benefits under any other state or local retirement system.

Any person in the following position and who is covered under another retirement program or system approved by the City:

City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.

Assistant City Manager Chief of Police Fire Chief

Department Head or Department Manager

Finance Director or Chief Financial Officer

General Counsel or Municipal Attorney Municipal Judge

__ (specify position)

Any person who _ [description may include a position but not the name of an individual].

3. Entry Date.

Eligible Employees shall commence participation in the Plan: (Select only one)

- months (any number of months up to twelve) after the later of the Employee's Employment Commencement Date or the date the definition of Employee in Section 2 hereof was met, provided that the individual has met the definition of Employee in Section 2 hereof throughout such period.
- On the Employee's Employment Commencement Date. (If the Employer has opted out of Old Age and Disability Insurance (OADI), this option must be elected).**

4. Definition of Compensation.

Compensation shall exclude the item(s) listed below:

- No exclusions.**
- Overtime pay.
- Bonuses.
- Commissions.
- Longevity pay.
- Severance pay.
- Fringe benefits, expense reimbursements, deferred compensation and welfare benefits.
- Accrued vacation or sick leave paid upon termination of employment and moving expenses.
- Other: [must be definitely determinable]

5. Plan Design.

The Employer hereby elects the following Plan design:

- Pick-up Option.** Each Employee shall be required to contribute to the Plan **4.00%** of his or her Compensation. These contributions shall be picked up and assumed by the Employer and paid to the Fund in lieu of contributions by the Participant. No Participant shall have the option of receiving the contributed amounts directly as Compensation.

Thrift Plan Option.

- A Participant may elect to contribute to the Plan for each Valuation Period an amount which is at least 1%, but no more than % of his Compensation ("Mandatory Contributions"). Mandatory Contributions shall be made by payroll deductions. A Participant shall authorize such deductions in writing on forms approved by, and filed with the Committee.

- The Employer shall contribute to the Fund an amount equal to % of the total Mandatory Contributions contributed by Participants.

The Employer contribution shall be allocated in the proportion which the Mandatory Contributions of each such Participant for such Valuation Period bear to the total Mandatory Contributions contributed by all such Participants for such Valuation Period. Forfeitures attributable to Employer contributions under the Thrift Plan Option of this Section 5 shall be used to reduce Employer contributions under such Option.

- Fixed Option.** The Employer shall contribute to the Fund an amount equal to % of the total covered Compensation of all Participants for the Valuation Period. The Employer contribution shall be allocated in the proportion which the Compensation of each such Participant for such Valuation Period bears to the Compensation paid to all such Participants for such Valuation Period.

Variable Option.

- The Employer intends to make a contribution to the Plan for the benefit of the Participants for each Valuation Period. The contribution may be varied from year to year by the Employer. (Select one option below)**

- Option A:** The Employer contribution shall be allocated in the proportion that each such Participant's total points awarded bear to the total points awarded to all Participants with respect to such year. A Participant shall be awarded one point for each Year of Service.

- Option B: The Employer contribution shall be allocated in the proportion which the Compensation of each such Participant for such Valuation Period bears to the Compensation paid to all such Participants for such Valuation Period.**

- Option C:** A combination of Options A and B in the following ratios: % for Option A, and % for Option B.

- 401(k) Option.**
 (This Option available only if elected prior to May 1, 1986)
- Participant Deferral Elections shall be allowed under the provisions of Section 4.8 of the Plan. Participants shall be allowed to defer no more than % of their Compensation for each election period.
- Section 4.8(d) of the Plan (“Roth Elective Deferrals”) shall apply to contributions after (enter a date later than January 1, 2006, but not earlier than the date the Roth option was initially adopted), and the Plan will accept a direct rollover from another Roth elective deferral account under an applicable retirement plan as described in Code Section 402A(e)(1).
- Matching Contribution Option.** The Employer shall contribute to the Fund an amount equal to % of the Participant's contributions under the Employer's Section 457(b) Deferred Compensation Plan. The Employer matching contribution shall be limited to % of the Participant's Compensation. Forfeitures attributable to Employer matching contributions under this Matching Contribution Option of Section 5 shall be used to reduce Employer matching contributions under such Option.
- No Employer Contribution Option.**
- 6. Other Participant Contribution Options.**
- Voluntary Nondeductible Contributions by Participants shall be allowed under the provisions of Section 4.4 of the Plan.**
- A Participant may not withdraw Voluntary Nondeductible Contributions.
- Participants shall not contribute to the Plan.
- 7. Self-Directed Investments.**
- Are permitted.**
- Are not permitted.
- 8. Allocation of Forfeitures Available.**
 Forfeitures of Employer contributions attributable to the Fixed Option or Variable Option under Section 5 hereof:
- Shall be added to Employer contribution under such Option for the calendar quarter following the Participant's Break in Service.
- Shall reduce the Employer contribution under such Option for the current or next following Plan Year.**
- 9. Service for Worker's Compensation Period.**
 If a Participant is on an Authorized Leave of Absence and is receiving worker's compensation during such Authorized Leave of Absence, such Participant
- shall be credited with Service for such period for purposes of vesting only and not for purposes of allocations of Employer Contributions.**
- shall not be credited with Service for such period.

10. Vesting.

For purposes of vesting under Section 6.4 of the Plan, the Employer hereby elects the following Option:

Option A

<u>Years of Service</u>	<u>Vested Percentage</u>	<u>Forfeited Percentage</u>
less than 1	0%	100%
at least 1 but less than 2	10%	90%
at least 2 but less than 3	20%	80%
at least 3 but less than 4	30%	70%
at least 4 but less than 5	40%	60%
at least 5 but less than 6	50%	50%
at least 6 but less than 7	60%	40%
at least 7 but less than 8	70%	30%
at least 8 but less than 9	80%	20%
at least 9 but less than 10	90%	10%
10 or more	100%	0%

Option B

<u>Years of Service</u>	<u>Vested Percentage</u>	<u>Forfeited Percentage</u>
Less than 3	0%	100%
at least 3 but less than 4	20%	80%
at least 4 but less than 5	40%	60%
at least 5 but less than 6	60%	40%
at least 6 but less than 7	80%	20%
7 or more	100%	0%

Option C

<u>Years of Service</u>	<u>Vested Percentage</u>	<u>Forfeited Percentage</u>
less than 5	0%	100%
at least 5 but less than 6	50%	50%
at least 6 but less than 7	60%	40%
at least 7 but less than 8	70%	30%
at least 8 but less than 9	80%	20%
10 or more	100%	0%

Option D

<u>Years of Service</u>	<u>Vested Percentage</u>	<u>Forfeited Percentage</u>
Immediate 100% Vesting	100%	0%

Option E

The Schedule indicated below (the sum of the Vested Percentage and Forfeited Percentage at each Year of Service must equal 100%) the vesting schedule must be at least as favorable as one of the safe harbor pre-ERISA schedules. The safe harbor vesting schedules are:

- 15-year cliff vesting schedule: The plan provides that a participant is fully vested after 15 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service).
- 20-year graded vesting schedule: The plan provides that a participant is fully vested based on a graded vesting schedule of 5 to 20 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service).
- 20-year cliff vesting schedule for qualified public safety employees: The plan provides that a participant is fully vested after 20 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service). This safe harbor would be available only with respect to the vesting schedule applicable to a group in which substantially all of the participants are qualified public safety employees (within the meaning of Section 72(t)(10)(B)).

<u>Years of Service</u>	<u>Vested Percentage</u>	<u>Forfeited Percentage</u>
less than 1	%	%
at least 1 but less than 2	%	%
at least 2 but less than 3	%	%
at least 3 but less than 4	%	%
at least 4 but less than 5	%	%
at least 5 but less than 6	%	%
at least 6 but less than 7	%	%
at least 7 but less than 8	%	%
at least 8 but less than 9	%	%
at least 9 but less than 10	%	%
10 or more	%	%

Option F

To comply with the Internal Revenue Service Regulations promulgated pursuant to the Code Section 3121(b)(7)(F), Participants who are part-time, seasonal or temporary Employees will have immediate vesting.

(If this Option F is elected, one of the other Options above must also be elected for Participants who are not part-time, seasonal or temporary Employees).

11. Participant Loans.

Participant loans shall be offered pursuant to Section 6.14 of the Plan.

Participant loans shall not be offered.

12. Direct Transfer to Other Retirement Plan.

Direct transfer of a Participant's accounts to another defined contribution plan sponsored by the Employer is not permitted.

The Accounts of any Participant who (i) is 100% vested in his Accounts in this Plan; (ii) has ceased to be eligible for participation in this Plan; and (iii) who becomes eligible for participation in another defined contribution retirement plan sponsored by the Employer (the "Other Retirement Plan"), shall be directly transferred to the Other Retirement Plan as soon as practicable after the Plan Administrator provides written direction to the Trustee to such effect in a form acceptable to the Trustee.

13. Valuation Date. Except with respect to any Special Valuation Date determined in accordance with Section 5.10, the Valuation Date for the Plan shall be on each business day of the Plan Year for which Plan assets are valued on an established market.

14. The Employer has consulted with and been advised by its attorney concerning the meaning of the provisions of the Plan and the effect of entry into the Plan.

IN WITNESS WHEREOF the City of Bartlesville has caused its corporate seal to be affixed hereto and this instrument to be duly executed in its name and behalf by its duly authorized officers this _____ day of

_____.

City of Bartlesville

By: _____

Title: _____

Attest:

Title: _____

(SEAL)

The foregoing Joinder Agreement is hereby approved by the Oklahoma Municipal Retirement Fund this
_____ day of _____, _____.

OKLAHOMA MUNICIPAL RETIREMENT FUND

By: _____

Title: _____

Attest:

Secretary

(SEAL)

Required Disclosures. This Joinder Agreement is to be used only with the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan. Failure to properly complete this Joinder Agreement may result in failure of the Plan to qualify under Code Section 401(a). In accordance with IRS Rev. Proc. 2017-41, the Provider (as defined in Rev. Proc. 2017-41) who has obtained Internal Revenue Service approval of the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan has authority under the Plan document to amend the Plan on behalf of adopting employers for certain changes in the Code, regulations, revenue rulings, other statements published by the Internal Revenue Service, including model, sample or other required good faith amendments. The Provider will inform adopting employers of any such amendments or of the discontinuance or abandonment of the Pre-Approved Plan document. The name, address and telephone number of the Provider is: McAfee & Taft A Professional Corporation, 211 N. Robinson, Oklahoma City, OK 73102, telephone (405) 552-2231. Any inquiries by the adopting employer regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the Internal Revenue Service advisory letter on the Pre-Approved Plan may be directed to the Provider.

Reliance on Sponsor Opinion Letter. The Provider has obtained from the IRS an Opinion Letter (as defined in Rev. Proc. 2017-41) specifying the form of this Joinder Agreement and the basic plan document satisfy, as of the date of the Opinion Letter, Code §401. An adopting Employer may rely on the Preapproved Plan Sponsor's IRS Opinion Letter only to the extent provided in Rev. Proc. 2017 41. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter and in Rev. Proc. 2017 41 or subsequent guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, the Employer must apply for a determination letter to Employee Plans Determinations of the IRS.

AN ORDINANCE OF THE CITY OF BARTLESVILLE, OKLAHOMA

ORDINANCE NO. 3590

AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED CONTRIBUTION PLAN FOR THE ASSISTANT CITY MANAGER FOR THE CITY OF BARTLESVILLE, OKLAHOMA; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE CITY OF BARTLESVILLE, OKLAHOMA; PERTAINING TO PLAN DESIGN; PROVIDING FOR EMPLOYER PICKUP OF REQUIRED CONTRIBUTIONS; PROVIDING FOR REPEALER AND SEVERABILITY.

BE IT ORDAINED BY CITY COUNCIL OF THE CITY OF BARTLESVILLE, OKLAHOMA.

Section 1. **AMENDATORY.** The Employee Retirement System, Defined Contribution Plan, of the City of Bartlesville, Oklahoma, is hereby amended as reflected on the attached Exhibit "A", which is incorporated herein and adopted by reference. These amendments shall become effective on 10/01/2024.

Section 2. **EXECUTION AUTHORIZATION.** The City Clerk and Mayor be and they are hereby authorized and directed to execute the amended Retirement System Plan documents and to do all the other acts necessary to put said amendment into effect and to maintain IRS qualification of the Plan. The executed amended document attached hereto as Exhibit "A" is hereby ratified and confirmed in all respects.

Section 3. **SPECIAL INCOME TAX TREATMENT FOR CONTRIBUTIONS UNDER IRC414.** The Plan contains provisions which are intended to constitute a pick-up program by the Employer which satisfies the requirements of section 414(h)(2) of the Internal Revenue Code of 1986 (the "Code"); and the Plan, be, and it is, approved and adopted as of the date therein stated; and required contributions described in Section 5 of the Joinder are designated as "picked-up" by the employer so as to not be included in Plan Participants' gross income for Federal income tax purposes as provided in Section 414(h)(2) of the Code. All such required contributions are to be paid by the employer in lieu of contributions by the Plan Participant. No Participant in the Plan shall have the option of choosing to receive the amounts of required Contributions directly in lieu of having such amounts paid by the employer to the Trustees of the Plan.

Section 4. **SEVERABILITY.** If, regardless of cause, any section, subsection, paragraph, sentence, or clause of this ordinance, including the System as set forth in Exhibit "A" is held invalid or to be unconstitutional, the remaining sections, subsections, paragraphs, sentences, or clauses shall continue in full force and effect and shall be construed thereafter as being the entire provisions of this ordinance.

Section 5. **REPEALER.** Any ordinance inconsistent with the terms and provisions of this ordinance is hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

END

The foregoing ordinance was introduced before the City Council on the _____ day of _____, _____, and was duly adopted and approved by the Mayor and City Council on the _____ day of _____, _____, after compliance with notice requirements of the Open Meeting Law (25 OSA, Section 301, et seq.).

ATTEST:

VICE-MAYOR

CITY CLERK

Approved as to form and legality on _____, _____.

CITY ATTORNEY

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approve a resolution directing filing and notification of the publication of the 2024 printed supplement to the Bartlesville Municipal Code.

Attachments:

Proposed Resolution
Supplement 31

II. STAFF COMMENTS AND ANALYSIS

The City contracts with Municode to prepare the City's supplements to the exiting Municipal Code. Pursuant to Section 14-110 of Title 11 of the Oklahoma Statutes, the City must adopt a resolution notifying the public of the publication and file a copy of the resolution and supplement in the offices of the County Clerks whom are affected by City of Bartlesville code changes.

III. RECOMMENDED ACTION

Staff recommends approval of the resolution as presented.

RESOLUTION NO. _____

A RESOLUTION DIRECTING FILING AND NOTIFICATION OF THE PUBLICATION OF THE 2024 PRINTED SUPPLEMENT TO THE BARTLESVILLE CITY CODE

WHEREAS, the City has contracted with Municode to prepare annual printed supplements to the City Code containing all permanent and general ordinances adopted in the past year and incorporating them into the codified and printed loose-leaf City Code books; and

WHEREAS, the City is required to publish its supplements and code of compiled penal ordinances and to deposit a copy with the County Law Library biennially pursuant to Sections 14-109 and 14-110 of Title 11 of the Oklahoma Statutes; and

WHEREAS, the City is required to adopt a resolution notifying the public of the publication of its supplements to the code pursuant to Section 14-110 of Title 11 of the Oklahoma Statutes and to file a copy of the Resolution in the Office of the County Clerk;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BARTLESVILLE:

THAT, the public is hereby notified of the publication of the 2024 Supplement No. 31 to the City Code; and

THAT, the City Clerk shall cause one copy of this Resolution and one copy of Supplement to the code to be filed with the Law Library of Washington County and Osage County; and

THAT, the City Clerk shall keep at least three copies of the Bartlesville City Code as supplemented available for public use, inspection and examination.

THAT, the City Code, as supplemented, shall be available electronically at https://library.municode.com/ok/bartlesville/codes/code_of_ordinances

DATED THIS 1st DAY OF July, 2024.

Jim Curd, Jr., Vice Mayor
City of Bartlesville, Oklahoma

ATTEST:

Jason Muninger, CFO/City Clerk

BARTLESVILLE MUNICIPAL CODE

Looseleaf Supplement

This Supplement contains all ordinances deemed advisable to be included at this time through:

Ordinance No. 3583, enacted January 2, 2024.

See the Code Comparative Table for further information.

Remove Old Pages

i
ix—xvi
SH:5, SH:6
121—122.2
128.1
461—465
517—519
521—540
751—755
1245—1248
2305, 2306
2371—2376

Insert New Pages

i
ix—xvi
SH:5—SH:7
121—122.2
128.1, 128.2
461—465
517—519
521—539
751—755
1245—1248.2
2305, 2306
2371—2376

Insert and maintain this instruction sheet in front of this publication. File removed pages for reference.

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P.O. Box 2235 Tallahassee, FL 32316

PREFACE

The Bartlesville, Oklahoma Municipal Code, originally published by Municipal Code Corporation in 1986, has been kept current by regular supplementation by Matthew Bender & Company, Inc., its successor in interest.

Beginning with Supplement No. 18, Municipal Code Corporation will be keeping this code current by regular supplementation.

During original codification, the ordinances were compiled, edited and indexed by the editorial staff of Municipal Code Corporation.

The code is organized by subject matter under an expandable three-factor decimal numbering system which is designed to facilitate supplementation without disturbing the numbering of existing provisions. Each section number designates, in sequence, the numbers of the Title, chapter, and section. Thus, Section 2.12.040 is Section .040, located in Chapter 2.12 of Title 2. In most instances, sections are numbered by tens (.010, .020, .030, etc.), leaving nine vacant positions between original sections to accommodate future provisions. Similarly, chapters and titles are numbered to provide for internal expansion.

In parentheses following each section is a legislative history identifying the specific sources for the provisions of that section. This legislative history is complemented by an ordinance disposition table, following the text of the code, listing by number all ordinances, their subjects, and where they appear in the codification; and beginning with Supplement No. 18, legislation can be tracked using the "Code Comparative Table and Disposition List."

A subject-matter index, with complete cross-referencing, locates specific code provisions by individual section numbers.

This supplement brings the Code up to date through Ordinance No. 3583, passed January 2, 2024.

Municipal Code Corporation
1700 Capital Circle SW
Tallahassee, FL 32310
800-262-2633

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***Charter reference**—Administration, Arts. 5, 6, 10—14, 16.

Cross references—Animals, Ch. 3; buildings and building regulations, Ch. 4; business taxes, licensees and regulations, Ch. 5; garbage and trash, Ch. 8; health and safety, Ch. 9; taxation, Ch. 18; utilities, Ch. 20; personnel, Ch. 14; Ch. 15.

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(c) The transportation committee shall meet in public meeting, in accordance with all open meeting laws as needed. A quorum necessary to conduct an official meeting shall consist of at least three (3) members.

(d) The transportation committee shall elect from its membership a chairman and a vice-chairman. The city engineer, community development director, and chief financial officer shall provide staff support to the transportation committee.

(Ord. No. 3497, § 2, 7-2-18)

Sec. 2-163. Duties and responsibilities.

The transportation committee shall serve in an advisory capacity to the city council and be charged with the following duties and responsibilities:

- (1) Assess community needs as it pertains to providing an efficient and financially sustainable multi modal transportation system for all users, including but not limited to, pedestrians, bicyclists, motorists, and transit riders of all ages and abilities;
- (2) Identify best design practices to ensure that public streets are built to be safe and convenient for all users, regardless of mode of transportation;
- (3) Assess opportunities to improve mobility through the community by developing transit and rideshare collaborations and partnerships with existing public or private agencies or organizations;
- (4) Explore emerging transportation operating models and technologies that have the potential to improve the performance, efficiency, and safety of the city's transportation systems; and
- (5) Evaluate and assess the financial sustainability of potential transportation improvement policies, ordinances, strategies, projects, and investment opportunities that may enhance the city's transportation system.

The transportation committee has no authority to make decisions binding on the city.
(Ord. No. 3497, § 3, 7-2-18)

**DIVISION 9. KEEP BARTLESVILLE
BEAUTIFUL COMMITTEE**

Sec. 2-164. Title.

This ordinance shall be known as the "Keep Bartlesville Beautiful Ordinance."
(Ord. No. 3581, § 1, 6-1-23)

Sec. 2-165. Findings and purpose.

The City Council of Bartlesville finds that enhancing the visual appeal and environmental sustainability of the city is of utmost importance. To achieve this goal, the city council hereby establishes the Keep Bartlesville Beautiful (KBB) committee under article III, division 9 of the City Code.

(Ord. No. 3581, § 2, 6-1-23)

Sec. 2-165.1. Creation of Keep Bartlesville Beautiful.

(a) The Keep Bartlesville Beautiful committee (hereinafter referred to as "KBB") is hereby established as a city government committee.

(b) KBB shall operate under the provisions set forth in the City Code, article III, division 9, and these ordinances.

(Ord. No. 3581, § 3, 6-1-23)

Sec. 2-165.2. Purpose of Keep Bartlesville Beautiful.

The purpose of KBB shall be to lead, coordinate, and promote beautification efforts within Bartlesville, Oklahoma. The committee shall work towards enhancing the aesthetic appeal of the city, promoting sustainability, and fostering community engagement through collaborative initiatives, education, and advocacy.

(Ord. No. 3581, § 4, 6-1-23)

Sec. 2-165.3. Composition of Keep Bartlesville Beautiful.

(a) KBB shall consist of seven (7) members appointed by city council representing various city departments, community organizations, local businesses, and residents from within the city limits.

(b) The committee shall include the community development director, one (1) council representative, a member from the park board, and four (4) representatives appointed by city council.

(c) KBB shall have a committee comprising the chair, vice-chair, volunteer coordinator, event and education coordinator, and marketing coordinator.
(Ord. No. 3581, § 5, 6-1-23)

Sec. 2-165.4. Term, vacancies, compensation, and meetings.

(a) The term of office of the four (4) representatives appointed by city council shall be three (3) years and until each member's successor in office has been appointed and qualified.

(b) Any vacancy that may occur for any reason may be filled for the unexpired term in the same manner as the original appointment.

(c) No consideration for services shall be allowed to any member thereof. Meetings of the KBB shall be in accordance with all open meeting laws.

(d) KBB shall hold regular monthly meetings as set by the committee. The chairman may call special meetings.
(Ord. No. 3581, § 6, 6-1-23)

Sec. 2-165.5. Duties and powers of Keep Bartlesville Beautiful.

(a) KBB shall actively engage in strategic planning, identifying beautification projects, and developing programs to enhance the city's visual appeal.

(b) The committee shall coordinate volunteer efforts, publicize success stories, and collaborate with local organizations to maximize community engagement in beautification, maintenance, and clean-up activities.

(c) KBB shall have the authority to solicit and accept funds, grants, donations, and other financial resources to support its beautification initiatives, subject to city council approval.
(Ord. No. 3581, § 7, 6-1-23)

Sec. 2-165.6. Reporting.

KBB shall report to the city council on its activities, progress, and financial status annually or as requested by the city council.
(Ord. No. 3581, § 8, 6-1-23)

ARTICLE IV. OFFICERS AND EMPLOYEES*

DIVISION 1. GENERALLY

Sec. 2-166. Powers of certain officers.

(a) The codes enforcement inspector, building inspector, and health inspector of the city are hereby given authorization to issue citations for the violation of city ordinances and codes in the areas for which they have inspection authority. The officers of the city, are not authorized to effect the physical arrest of persons without a proper warrant being issued.

(b) Appropriate uniforms and badges in line with their law enforcement duties are required.
(Ord. No. 2496, §§ 1, 2, 10-1-84)

Secs. 2-167—2-175. Reserved.

***Charter references**—Appointive officers, Art. 5; city treasurer, Art. 5, §§ 2-4; city attorney, Art. 5, §§ 5, 6; city manager, Art. 5, §§ 7—15; city clerk, Art. 5, §§ 16, 17; municipal judge, Art. 5, §§ 18—20.

Cross reference—Traffic engineer, § 19-86 et seq.

State law references—Officers and employees, 11 O.S. § 1-102 et seq.; definition of officer, 11 O.S. § 1-102; conflict of interest, 11 O.S. § 8-113.

2. Would increase flood damage upon off-site properties during the occurrence of the regulatory flood as a result of increased flood flows or flood heights;
 3. Would individually or when combined with all other existing or anticipated development, expose upstream, downstream, or adjacent properties to adverse flood effects that would otherwise not be exposed to such effects due to the regulatory flood;
 4. Increase velocities or volumes of floodwaters to the extent that significant erosion of floodplains soils would occur either on the subject property or on some other property either upstream or downstream; and
 5. Does not provide for compensatory storage for any measurable loss of flood storage capacity.
- (b) Compensatory storage must be provided within the general location of the displaced storage and must serve the equivalent hydrologic function as the portion which is displaced with respect to the area and elevation of the floodplain.
 - (c) All new construction or substantial improvements shall be designed or modified, and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
 - (d) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage.
 - (e) All new construction or substantial improvements shall be constructed with materials resistant to flood damage.
 - (f) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are elevated a minimum of one (1) foot above the base flood elevation.
 - (g) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.
 - (h) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system and discharge from the systems into floodwaters.
 - (i) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.
- (Ord. No. 3277, § 2, 8-18-08; Ord. No. 3576, 10-2-23)

Sec. 7-18. Specific standards.

In addition to the general standards set forth in section 7-17, in all areas of special flood hazards, the following provisions are required:

- (a) *Residential construction.* New construction and substantial improvement of any residential structure shall have the lowest floor (including basement), elevated at a minimum of one (1) foot above the base-flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the floodplain administrator that the standard of this subsection as required in section 7-15(A)(1), is satisfied;
- (b) *Nonresidential construction.* New construction and substantial improvements of any commercial, industrial or other nonresidential structure shall have the lowest floor (including basement) elevated at a minimum of one (1) foot above the base flood level;
- (c) *Enclosures.* New construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which

are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

1. A minimum of two (2) openings having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding shall be provided,
2. The bottom of all openings shall be no higher than one (1) foot above grade,
3. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters;

(d) *Manufactured homes.*

1. Require that all manufactured homes to be placed within Zone A on a community's FHBM or FIRM shall be installed using methods and practices that minimize flood damage and have the bottom of the I-beam elevated at a minimum of one (1) foot above the base flood elevation. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for a licensed installer shall install resisting wind forces and the home and comply with State Law.
2. Require that manufactured homes that are placed or substantially improved within Zones A1-30, AH, and AE on the community's FIRM on sites (i) outside of a manufactured

home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, have the bottom of the I-beam elevated on a permanent foundation at a minimum of one (1) foot above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement. Also, the home shall be installed by a licensed installer and comply with State Law.

3. Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with Zones A1-30, AH and AE on the FIRM that are not subject to the provisions of subsection (d) of this section be elevated on a permanent foundation so that the bottom of the I-beam of the manufactured home is at a minimum one (1) foot above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement support the manufactured home chassis and also installed by a licensed installer that complies with state law;

(e) *Recreational vehicles.* Require that recreational vehicles placed on sites within Zones A1-30, AH, and AE on the community's FIRM either:

1. Be on the site for fewer than one hundred eighty (180) consecutive days,
2. Be fully licensed and ready for highway use, or

3. Meet the permit requirements of section 7-15(a)(1), and the elevation and anchoring requirements for "manufactured homes" in subsection (d) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions;
- (f) *Accessory structure.*
1. Structure is low valued and represents a minimal investment.
 2. Structure shall be small and not exceed six hundred (600) square feet in size.
 3. Structure shall be unfinished on the interior.
 4. Structure can be used only for parking and limited storage.
 5. Structure shall not be used for human habitation (including work, sleeping, living, cooking, or restroom areas).
 6. Service facilities such as electrical and heating equipment shall be elevated at a minimum of one (1) foot above the BFE.
 7. Structure is constructed and placed on building site so as to offer the minimum resistance to the flow of floodwaters.
 8. Structure is designed to have low flood damage potential i.e., constructed with flood-resistance materials.
 9. Structure is firmly anchored to prevent flotation, collapse, and lateral movement.
 10. Floodway requirements must be met in the construction of the structure.
 11. Openings to relieve hydrostatic pressure during a flood shall be provided below the BFE.
 12. Structure is to be located so as not to cause damage to adjacent and nearby structures.
- (g) *Primary critical facilities* means construction of any new primary critical facility, except utility facilities, within a special flood hazard area shall be protected or elevated, including mechanical and utility services, up to the 0.2% chance floodplain elevation and shall have at least one (1) road access at or above the 0.2% chance flood elevation. Substantial improvements to an existing primary critical facility, except utility facilities, shall be protected, where feasible and/or practical as determined by the city engineer, to the 0.2% chance floodplain elevation. For utility facilities, the city engineer shall determine if the facility shall be protected to the 0.2% chance floodplain elevation. This determination shall be based on the number of people served by the facility proposed for improvements, the need of the facility in question during a flood event, the feasibility of protecting the facility up to the 0.2% chance floodplain elevation as well as any circumstances specific for that utility that requires placement or improvement of the facility within a special flood hazard area. It is the intent of the City of Bartlesville to protect all critical facilities, including utility facilities, so that their use and operation will not be impaired during a 0.2% chance flood event.
- (h) *Bridges* require that, on an existing road alignment where the base flood does not overtop the existing roadway, all new bridges shall be constructed to pass the base flood without overtopping. Require that, on a new road alignment or on an existing road alignment where the base flood does overtop the existing roadway, all new bridges should be constructed to pass the base flood without overtopping when economically feasible and in conformance with the other articles in this chapter.
- (Ord. No. 3277, § 2, 8-18-08; Ord. No. 3284, § 1, 12-8-08)

Sec. 7-19. Standards for subdivision proposals.

(a) All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with sections 7-2, 7-3 and 7-4 of this chapter.

(b) All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet development permit requirements of section 7-8, section 7-15, and all other applicable provisions of this chapter.

(c) Base flood elevation data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions which is greater than fifty (50) lots or five (5) acres, whichever is lesser, if not otherwise provided pursuant to section 7-7 or section 7-14(h) of this chapter.

(d) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.

(e) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.
(Ord. No. 3277, § 2, 8-18-08)

Sec. 7-20. Floodways.

Floodways - located within areas of special flood hazard established in section 7-7, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters that carry debris, potential projectiles and erosion potential, the following provisions shall apply:

- (a) Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering

practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

- (b) If subsection (a) is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of this chapter.
- (c) Any proposed development involving the alteration of a stream bank or floodway shall not be permitted without the approval of the city council as provided in section 7-16.
- (d) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community complies with all of 44 CFR Chapter 1, Section 65.12.

(Ord. No. 3277, § 2, 8-18-08)

Sec. 7-21. Severability.

If any section, clause, sentence, or phrase of this chapter is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this chapter.

(Ord. No. 3277, § 2, 8-18-08)

Sec. 7-22. Penalties for noncompliance.

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this chapter and other applicable regulations. Violation of the provisions of this chapter by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any person who violates this chapter or fails to comply with any of its requirements shall upon conviction thereof be subject to the general penalties identified in section 1-18 of this Code. Nothing herein contained

shall prevent the City of Bartlesville, Oklahoma or the city attorney from taking such other lawful action as is necessary to prevent or remedy any violation.
(Ord. No. 3277, § 2, 8-18-08)

Chapter 8

GARBAGE AND TRASH*

Article I. Generally

- Secs. 8-1—8-15. Reserved.
- Sec. 8-16. Established.
- Sec. 8-17. Powers and duties.
- Secs. 8-18—8-30. Reserved.
- Sec. 8-31. Definitions.
- Sec. 8-32. Accumulation deemed nuisance.
- Sec. 8-33. Subscription and payment of refuse collection and disposal.
- Sec. 8-34. Establishment of services by department.
- Sec. 8-35. Collection by a refuse collection service other than the city.
- Sec. 8-36. Inspection.
- Sec. 8-37. Property maintenance.
- Sec. 8-38. Deposit on public or private property.
- Sec. 8-39. Unauthorized use.
- Sec. 8-40. Supervision of collection.
- Sec. 8-41. Vehicles.
- Sec. 8-42. Sanitary condition of vehicles.
- Sec. 8-43. Liquids, wrapping and grease.
- Sec. 8-44. Materials not to be placed in receptacles, refuse bags, yard trimming bags, commercial containers.
- Sec. 8-45. Unsanitary material storage.
- Sec. 8-46. Prohibited items.
- Sec. 8-47. Ownership of refuse.
- Secs. 8-48—8-80. Reserved.

Article II. Cart Service

- Sec. 8-81. Cart collection service.
- Sec. 8-82. Provision of carts and number and condition of carts.
- Sec. 8-83. Frequency for collection and disposal of refuse.
- Sec. 8-84. Unauthorized collection prohibited.
- Sec. 8-85. Cart specifications.
- Sec. 8-86. Ownership of cart.
- Sec. 8-87. Damaged, lost or stolen cart replacement.
- Sec. 8-88. Placement—Collections.
- Sec. 8-89. Placement—Inclement weather.
- Sec. 8-90. Bulky materials.
- Sec. 8-91. Closed lid required.
- Sec. 8-92. Damaging prohibited.
- Secs. 8-93—8-100. Reserved.

Article III. Commercial Container Service and Roll-Off Service

- Sec. 8-101. Commercial container service and roll-off service.

***Editor's note**—Ord. No. 3582, adopted Dec. 4, 2023, amended Ch. 8 in its entirety to read as set out herein. Former Ch. 8, §§ 8-16, 8-17, 8-31—8-47, 8-61—8-70, 8-81—8-93, 8-101—8-109, 8-121—8-128, 8-141—8-146, 8-161, 8-171, 8-172, 8-181—8-183, 8-191-8-204, pertained to similar subject matter and derived from Ord. No. 3394, adopted Sept. 4, 2012; Ord. No. 3426, adopted March 3, 2014; Ord. No. 3540, adopted June 7, 2021; Ord. No. 3554, adopted April 4, 2022.

Cross references—Administration, Ch. 2; animals, Ch. 3; planning department, § 2-366 et seq.; disposal of dead animals, § 3-1; business taxes, licenses and regulations, Ch. 5; fire prevention and protection, Ch. 6; health and safety, Ch. 9; nuisances, Ch. 11; parks and recreation, Ch. 13; streets, sidewalks and other public places, Ch. 17; utilities, Ch. 20.

State law reference—Solid Waste Management Act, 63 O.S. § 2551 et seq.

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- Sec. 8-102. Provision of commercial containers and roll-offs and number and condition of commercial containers and roll-offs.
- Sec. 8-103. Frequency for collection and disposal of refuse.
- Sec. 8-104. Unauthorized collection prohibited.
- Sec. 8-105. Ownership of commercial containers and roll-offs.
- Sec. 8-106. Damaged, lost or stolen commercial container and roll-off replacement.
- Sec. 8-107. Placement—Collections.
- Sec. 8-108. Closed lid required.
- Sec. 8-109. Commercial container and roll-off—damaging prohibited.
- Secs. 8-110—8-120. Reserved.

Article IV. Fees, Charges, Billing and Refunds

- Sec. 8-121. Unusual collection charges.
- Sec. 8-122. Requirements and fees for residential properties for collection of solid waste via carts.
- Sec. 8-123. Fees for collection of solid waste from commercial properties via carts, or commercial containers.
- Sec. 8-124. Fees for roll-off service.
- Sec. 8-125. Charges and billing.
- Sec. 8-126. Billing.
- Sec. 8-127. Fee for customers of private haulers.
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- Secs. 8-129—8-140. Reserved.

Article V. Private Refuse Hauling Services Permit

- Sec. 8-141. Required.
- Sec. 8-142. Investigation.
- Sec. 8-143. Term.
- Sec. 8-144. Nontransferable, revocation.
- Sec. 8-145. List of customers required.
- Sec. 8-146. Selling prohibited.
- Secs. 8-147—8-160. Reserved

Article VI. Disposal

- Sec. 8-161. Designated.
- Secs. 8-162—8-170. Reserved.

Article VII. Dead Animals

- Sec. 8-171. Dead animals—Exposed carcass prohibited.
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- Secs. 8-173—8-180. Reserved

Article VIII. Burning Refuse, Yard Trimmings, and Exempt Waste

- Sec. 8-181. Permit required.
- Sec. 8-182. Material not to be burned.
- Sec. 8-183. Incinerators.
- Secs. 8-184—8-190. Reserved.

Article IX. Dumping Sites

- Sec. 8-191. License required.

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- Sec. 8-192. Exceptions to permit requirements.
- Sec. 8-193. Approval or disapproval of licenses; standards.
- Sec. 8-194. License application; fee.
- Sec. 8-195. Term of license; nontransferability of license.
- Sec. 8-196. Posting signs at entrance.
- Sec. 8-197. Covering of dumped material.
- Sec. 8-198. Closing of site.
- Sec. 8-199. Right of entry and inspection.
- Sec. 8-200. Dumping on licensed site; permission of licensee required.
- Sec. 8-201. Revocation of license; appeals.
- Sec. 8-202. Service of notice.
- Sec. 8-203. Existing dump sites to require licensing.
- Sec. 8-204. Severability.

ARTICLE I. GENERALLY

Secs. 8-1—8-15. Reserved.

Sec. 8-16. Established.

There is a sanitation department, the head of which is the sanitation superintendent appointed by the city manager for an indefinite term and removable by the city manager. The sanitation superintendent is an officer of the city and has supervision and control of the sanitation department.

(Ord. No. 3582, 12-4-23)

Sec. 8-17. Powers and duties.

The sanitation department collects and disposes of refuse within the city and enforces the sanitation ordinances of the city.

(Ord. No. 3582, 12-4-23)

Secs. 8-18—8-30. Reserved.

Sec. 8-31. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

"Apartment" means a room or suite of rooms with cooking and dishwashing facilities arranged or designed for or occupied by a single-family including a subordinate dwelling occupied as garage apartment or employee's quarters.

"Apartment building" means a building or portion thereof or a group of buildings arranged or designed for three (3) or more apartments.

"Bulky materials" means refuse composed of materials not easily containerized in a cart such as, but not limited to, yard trimmings, furniture, cardboard, and large appliances.

"Cart" means an industry-standard watertight container provided by the city or its authorized agents having two (2) wheels, a tight-fitting attached lid and capacity of approximately thirty (30) gallons, sixty (60) gallons or ninety (90) gallons and designed to be mechanically dumped into a loader-packer type truck.

"Cart service" means the collection and disposal of refuse provided via carts and refuse bags with refuse disposal stickers. The sanitation superintendent shall have the sole authority to specify the residential properties and commercial properties to receive cart service.

"Collection" means the act of removing refuse for transport elsewhere.

"Commercial property" means all improved property other than a residential property including improved property with an apartment building or mixed-use property.

"Commercial container" means an industry-standard watertight container approved by sanitation superintendent and constructed of nonabsorbent material having a tight-fitting lid and capacity of approximately two (2) cubic yards up to approximately eight (8) cubic yards and designed to be mechanically dumped into a loader-packer type truck.

"Commercial container service" means the collection and disposal of refuse provided via commercial containers.

"Curbside" means the designated physical location for the placement of carts, and refuse bags. This designated location shall be as near as possible to the traveled streets normally serviced by the collection vehicles. The intention of a curbside designation is to allow collection in a rapid manner with walking or reaching minimized. In all cases, the sanitation superintendent shall have the sole authority to approve or specify the precise location for such curbside placement.

"Dispose", "disposed", or "disposal" means the discharge, deposit, injection, dumping, spilling, leaking, or placing of any refuse into or on any land or water that is licensed and permitted for disposing of refuse as required by all governmental bodies having jurisdiction.

"Enclosure" means any area enclosed by a fence or wall.

"Exempt waste" means body waste, hazardous waste, latex and oil based paints, stains and varnishes, adhesives, transmissions fluids, gasoline and diesel fuel, pesticides and fungicides, pool chemicals, household cleaners, propane tanks,

camping cylinders, fire extinguishers, tires, vehicles or vehicles parts, and automobile and household batteries.

"Garbage" means all waste animal or vegetable matter such as, but not limited to, waste material and refuse from kitchens, residences, grocery stores, butcher shops, restaurants, cafes, and all other deleterious substances.

"Hazardous waste" means materials or substances, which by reason of their composition or characteristics are:

- (1) Hazardous waste as defined in the Solid Waste Disposal Act, 42 USC 6901 et seq., or the regulations thereunder, or the Oklahoma Controlled Industrial Disposal Act, 63 O.S. § 1-2001 et seq., or the regulations thereunder, and any similar or substituted legislation or regulations or amendments to the foregoing; or
- (2) Any other materials, which any governmental agency or unit having appropriate jurisdiction shall determine from time to time are harmful, toxic or dangerous.

"Mixed-use property" means all improved property containing both residential properties and commercial properties, where refuse generated at such improved property cannot be readily separated by source of generation.

"Mobile home park" means an area designed for more than one (1) mobile home which is arranged, designed, or used as residential occupancy.

"Occupant" means any person occupying or having possession of an improved property or any portion thereof.

"Owner" means any person who, alone or with others, has title or interest in an improved property with or without accompanying actual possession thereof, and including any person who as agent, or as executor, administrator, trustee or guardian of an estate, has charge, care or control of any improved property.

"Receptacle" means a cart.

"Refuse" means all waste, rubbish, garbage, trash or any other material of any kind that has been discarded, rejected, cast aside or thrown away as worthless. Refuse shall not include exempt waste.

"Refuse bag" means an industry-standard watertight container constructed of a heavy, multiple ply paper or polyethylene or ethylene copolymer resin and designed for outdoor storage of refuse with a capacity of twenty (20) to thirty-two (32) gallons and a maximum loaded weight of no more than fifty (50) pounds. Refuse bags shall be of a material so liquids and greases will not be able to penetrate through the material, and be of sufficient thickness and strength to contain the refuse enclosed without tearing or ripping under normal handling.

"Refuse disposal sticker" means stickers purchased from the city or its authorized agents which will readily indicate to city that the refuse bags on which the stickers are affixed are intended for refuse collection.

"Residential property" means all improved property with a single-family residence, two-family residence, or mobile home park.

"Roll-off" means any industry-standard watertight container approved by the superintendent of the sanitation department and constructed of nonabsorbent material having a capacity of approximately ten (10) cubic yards up to approximately forty (40) cubic yards and designed to be mechanically loaded onto a motor vehicle.

"Roll-off service" means the collection and disposal of refuse provided via roll-off.

"Side yard" means the designated physical location between the front and back building line of a residential property for the placement of refuse accumulations. This designated location shall be visible and accessible by a direct, straight line from the collection vehicle but shall not include any portion of a back yard, any fenced area, or any enclosed area or any area where vision is obstructed such as around a corner from the collection vehicle. In all cases, the sanitation

superintendent shall have the sole authority to approve or specify the precise location for such side yard placement.

"Single-family residence" means a building having accommodations for a place of abode for one (1) dwelling unit which is arranged, designed, or used as residential occupancy.

"Trash" means rubbish such as feathers, ashes, tin cans, paper, boxes, glass, grass, wood, yard trimmings and similar matter.

"Two-family residence" means a building having accommodations for a place of abode for two (2) dwelling units sharing at least one (1) common wall or included under the same roof structure which is arranged, designed or used as residential occupancy and does not include a mobile home.

"Vehicle" means any type of trailer, automobile or truck propelled in any manner.

"Yard trimmings" means all brush, tree limbs, grass, leaves, shrubbery, vines, tree branches, and cuttings which are normally associated with the care and maintenance of landscaping.

"Yard trimmings bag" means a clear biodegradable bag having a capacity of less than approximately thirty (30) gallons.

"Yard trimmings service" means the yard trimmings collection service provided to residential properties.

"Yard trimmings sticker" means stickers purchased from the city or its authorized agents which will readily indicate to city that the yard trimmings contained in a yard trimmings bag on which the stickers are affixed are intended for yard trimmings collection.
(Ord. No. 3582, 12-4-23)

Sec. 8-32. Accumulation deemed nuisance.

The accumulation of refuse on the premises of a residential property, commercial property or public property including streets and alleys greatly increases the danger of fire and the spread of infections, contagious and epidemic diseases and shall constitute a public menace and nuisance.
(Ord. No. 3582, 12-4-23)

Sec. 8-33. Subscription and payment of refuse collection and disposal.

The owner or occupant of any residential property or commercial property shall subscribe to and pay for adequate collection and disposal of refuse.

(Ord. No. 3582, 12-4-23)

Sec. 8-34. Establishment of services by department.

The sanitation department superintendent shall establish the following services:

- (1) Cart service as described in article II at the fees as set forth in article IV; and
- (2) Commercial container service as described in article III at the fees as set forth in article IV.
- (3) Alternative collection and disposal services may be established to aid in citizens' needs and public safety.
- (4) The sanitation department superintendent shall have the authority to make adjustments to solid waste policies issues.

(Ord. No. 3582, 12-4-23)

Sec. 8-35. Collection by a refuse collection service other than the city.

Commercial properties may elect to receive refuse collection and disposal service from a private hauling company which is properly permitted and licensed by the city.

(Ord. No. 3582, 12-4-23)

Sec. 8-36. Inspection.

The solid waste department superintendent or his designee shall make, or cause to be made, inspection trips at regular intervals to determine that refuse is being properly stored, collected and disposed and that proper charges are being assessed. In the event violations of this chapter or related chapters are discovered, the solid waste department superintendent or his designee shall immediately act to affect the necessary corrective action. Cleanliness of carts or containers is the responsibility of the resident or occupant.
(Ord. No. 3582, 12-4-23)

Sec. 8-37. Property maintenance.

The owner or occupant of any residential property shall keep his premises clean of refuse thrown or left on such premises by any passersby or other person and prevent refuse drifting or blowing onto adjoining premises or public rights-of-way. The owner or occupant of any commercial property shall keep his premises clean of refuse thrown or left on such premises by its employees, customers, passersby, or other person and prevent refuse drifting or blowing onto adjoining premises or public rights-of-way. The owner or occupant shall place on the premises receptacles, commercial containers and/or roll-offs of sufficient size and number for deposit of refuse.

(Ord. No. 3582, 12-4-23)

Sec. 8-38. Deposit on public or private property.

(a) Any person who deliberately places, throws, drops, deposits or discards any refuse on any private property, including residential property and commercial property, or public property of another without consent of owner or occupant of such property shall be guilty of a misdemeanor. Any full-time peace officer of the city or state or persons authorized by the city, upon investigation of violation of this section which contains three (3) or more items bearing a common address in a form which tends to identify the latest owner of the items shall create a rebuttable presumption that all competent persons residing at such address committed the unlawful act.

(b) No person shall throw, drop, deposit or discard, or permit another to throw, drop, deposit or discard on any private property, including residential property or commercial property, and public property, except in refuse bags, receptacles, commercial containers, or roll-offs provided for such purposes without consent of the owner or occupant of such premises.

Depositing, leaving or storage of any item of any material, excluding motor vehicles parked in accordance with city traffic code, on public property including streets, alleys, parkways and other public rights-of-way is prohibited.

(Ord. No. 3582, 12-4-23)

Sec. 8-39. Unauthorized use.

(a) No person shall place, or permit another to place, any refuse in any receptacle, refuse bag, yard trimming bag, commercial container or roll-off unless the refuse is from the premises served by the receptacle, refuse bag, yard trimming bag, commercial container or roll-off.

(b) City provides commercial container services at several points in city areas for refuse from commercial properties within the city limits, and refuse from outside the city limits shall not be placed in the city commercial containers.

(c) No person shall place or deposit, or permit another to place or deposit, prohibited refuse in receptacles, refuse bag, yard trimming bags, commercial container or roll-off or to put prohibited refuse on the ground at any residential property, commercial property, unimproved property or public property in the city.

(d) The owner or occupant of any residential property, commercial property, unimproved property or public property in the city shall cause to be removed, collected and disposed within three (3) days of notice by the city to the owner all refuse items of the nature which are prohibited to the regular collection service, and which are located, owned or deposited on the property or on the public right-of-way adjacent to the property, and the existence of refuse or any other item on the property or the adjacent public right-of-way shall be prima facie evidence that such owner or occupant failed to remove, as provided by this chapter, at his own expense, the refuse or other item or items so stored or located thereon. Removal within three (3) days of notice by the city is required. If such refuse are not removed, collected and disposed within three (3) days after notice by the city to the owner, then city may remove, collect and dispose of such refuse and the owner of the residential property, commercial property or unimproved property shall be charged and shall be responsible for full payment of a fee set forth by city council resolution for removal, collection and disposal of the refuse.

(Ord. No. 3582, 12-4-23)

Sec. 8-40. Supervision of collection.

Each owner of a residential property or commercial property shall maintain supervision and surveillance over the refuse receptacles, refuse bags, commercial containers and roll-offs serving such premises, and if such refuse receptacles, refuse bags, commercial containers and roll-offs are not emptied and the contents collected by an employee of the city or other duly authorized person for a period of seven (7) days, he shall notify the sanitation department of the fact within five (5) days.

(Ord. No. 3582, 12-4-23)

Sec. 8-41. Vehicles.

All vehicles used in the collection of refuse shall be constructed in such a manner that will prevent any portion of the refuse from leaking, spilling, falling, or blowing out of said vehicles onto any public highway, street, avenue, boulevard, alley, highway or other public or private place in the city. Such vehicle being drawn or driven over the public ways or streets shall not be loaded above a point that will result in any portion of the contents being spilled therefrom.

(Ord. No. 3582, 12-4-23)

Sec. 8-42. Sanitary condition of vehicles.

All such vehicles shall be kept in a clean and sanitary condition at all times, and shall at all times be subject to inspection by the solid waste superintendent of the city solid waste department or his designee or persons authorized by the city. If in their judgment a vehicle is found to be defective or unfit for use, they are empowered to prevent the use of the same until put in proper condition to comply with the terms of this chapter. Any person aggrieved shall have the right to appeal to the city manager. The decision of the city manager thereon shall be final.

(Ord. No. 3582, 12-4-23)

Sec. 8-43. Liquids, wrapping and grease.

Refuse that is mixed with water or other liquids shall be drained before being placed in a receptacle, refuse bag, commercial container or roll-off. Animal matter that is subject to decomposition shall be wrapped in paper or

other compostable material before being placed in a receptacle, refuse bag, commercial container or roll-off. Grease in a free flowing state shall be reduced to a solid.

(Ord. No. 3582, 12-4-23)

Sec. 8-44. Materials not to be placed in receptacles, refuse bags, yard trimming bags, commercial containers.

Dead animals, feces, materials impregnated with urine, poisons, explosives, dangerous or corrosive chemicals, or clothing taken from persons with infectious diseases shall not be placed in receptacles, refuse bags, yard trimming bags, or commercial containers used for regular collection service or the city collection service. Bulky materials, appliances, furniture, heavy metals or metal parts, lumber, dirt, rocks, bricks, concrete blocks, tires, crates and other refuse from construction or remodeling shall not be placed in receptacles, refuse bags, yard trimming bags, or commercial containers used for regular collection service or the city collection service. Nor shall they be left at the collection point. The solid waste department superintendent or his designee shall have the right to further restrict any hazardous or incompatible materials.

(Ord. No. 3582, 12-4-23)

Sec. 8-45. Unsanitary material storage.

No person shall keep or permit another to keep upon any premises refuse or exempt waste, unless such material is retained in containers which deny access to humans, flies, insects, rodents and animals.

(Ord. No. 3582, 12-4-23)

Sec. 8-46. Prohibited items.

No person shall place nor permit another to place in any receptacle, refuse bag, yard trimming bag, yard trimming city bags, or commercial containers used for regular collection service or the city collection service bulky materials or heavy items such as tires, crates, refrigerators, stoves, air conditioners, sofas, chairs, auto parts weighing more than five (5) pounds, mufflers, tree limbs greater than three (3) feet in

length, heavy pipe or metals and other like items. The owner or occupant of any residential property or commercial property shall have these prohibited items removed and deposited in the city disposal area or other approved disposal area at his own expense within three (3) days. (Ord. No. 3582, 12-4-23)

Sec. 8-47. Ownership of refuse.

Refuse that is not otherwise prohibited under applicable law or this chapter that is set out for collection by the city shall be the sole property of the residential property or commercial property until the city takes actual or constructive possession of such refuse. Refuse for which the city does not take actual or constructive possession of shall be the responsibility of the owner and occupant of the residential property or commercial property. (Ord. No. 3582, 12-4-23)

Secs. 8-48—8-80. Reserved.

ARTICLE II. CART SERVICE

Sec. 8-81. Cart collection service.

The superintendent of the sanitation department shall have the authority to require an improved property, including a residential property or commercial property, to receive cart service. Carts or containers that are overloaded beyond capacity or weight as determined by the sanitation superintendent will not be emptied until the property owner or occupant has corrected the violation. Cart load rating specifications are three hundred thirty-five (335) pounds for ninety-six (96) gallons, two hundred twenty-four (224) pounds for sixty-four (64) gallons, and one hundred twelve (112) pounds for thirty-two (32) gallon carts. (Ord. No. 3582, 12-4-23)

Sec. 8-82. Provision of carts and number and condition of carts.

The city shall provide one (1) ninety-six (96) gallon cart to every residential property or commercial property with cart service within the city. Occupants shall acquire additional carts or

a cart of different capacity from the city at a fee as set forth in article V as to contain the refuse that will accumulate on the premises. The number of carts issued may be limited if deemed inappropriate by the superintendent of the sanitation department. Occupants shall maintain all carts in good condition. (Ord. No. 3582, 12-4-23)

Sec. 8-83. Frequency for collection and disposal of refuse.

(a) It shall be the duty of every owner and occupant of a residential property or commercial property with cart service to have refuse collected and disposed in accordance with this chapter at least once a week, excluding weeks wherein the sanitation superintendent has determined for safety reasons that refuse will not be collected.

(b) The owner or occupant of a commercial or residential property with cart service may request additional collections and shall be responsible for the fee as set forth in article V. Requests may be denied by the sanitation superintendent. (Ord. No. 3582, 12-4-23)

Sec. 8-84. Unauthorized collection prohibited.

(a) No person other than the duly authorized employee of the city shall collect refuse from any carts used in the city collection service. A cart shall be considered as used in the city collection service if such cart is used by any customer of the city for the purpose of containing or storing refuse awaiting collection by the city.

(b) Nothing in this section is to be interpreted to allow any person to dispose of refuse in any manner except as provided by the ordinances of the city. (Ord. No. 3582, 12-4-23)

Sec. 8-85. Cart specifications.

(a) It shall be the duty of every occupant of a residential property with cart service to use refuse bags and carts that meet the following specifications:

- (1) Occupants shall accumulate and store refuse in refuse bags. Refuse bags shall

be securely tied or sealed to prevent emission of odors. No loose trash shall be placed in the cart

- (2) Occupants shall accumulate and store refuse bags without a refuse disposal sticker in carts. Carts shall be loosely packed so that contents shall discharge freely when the cart is inverted.
- (3) Occupants shall purchase and affix a refuse disposal sticker to each refuse bag not contained in a cart.

(b) It shall be the duty of every occupant of a commercial property with cart service to use refuse bags and carts that meet the following specifications:

- (1) Occupants shall accumulate and store refuse in refuse bags. Refuse bags shall be securely tied or sealed to prevent emission of odors; and
- (2) Occupants shall accumulate and store refuse bags in carts. Carts shall be loosely packed so that contents shall discharge freely when the cart is inverted.

(Ord. No. 3582, 12-4-23)

Sec. 8-86. Ownership of cart.

All carts provided by city are the property of the city. Owners and occupants shall ensure that all carts remain at the residential property or commercial property after such property is sold or occupant moves out or in. Carts shall at no time be removed from the assigned property, except by a city official. Carts shall not be transported or used at multiple properties

Every owner and occupant shall be responsible for damage to private property due to improper placement or improper containment of cart.
(Ord. No. 3582, 12-4-23)

Sec. 8-87. Damaged, lost or stolen cart replacement.

It shall be the duty of every owner and occupant of a residential property or commercial

property with cart service to replace damaged, lost or stolen carts according to the following specifications:

- (1) The city shall provide a replacement cart of the residential property or commercial property at no charge where a replacement is necessary because of normal wear and tear caused by proper usage.
- (2) The city shall provide a replacement cart of the residential property or commercial property for which a cart has been stolen and the occupant has filed a police report at no charge a maximum of one (1) cart every ten (10) years for the improved property.
- (3) The owner or occupant of the residential property or commercial property for which a cart requires replacement for any other reason other than as specified in subsections (1) and (2) above shall be responsible for the fee as set forth in article V for a replacement cart.

(Ord. No. 3582, 12-4-23)

Sec. 8-88. Placement—Collections.

(a) Excluding side yard collection service as defined in subsection 8-88(c), it shall be the duty of every occupant of a residential property or commercial property with cart service to place carts and refuse bags with refuse disposal stickers according to the following specifications:

(b) Occupants shall place all carts and refuse bags with disposal stickers for cart service at the location specified herein by 6:00 a.m. on the day of the pickup. The preferred placement of carts is on the road's edge or against the curb. When not allowable due to safety or obstructions, the sanitation superintendent shall designate the location for cart placement. Carts shall only be placed in front or back of the residents or occupant's legal property lines. Occupants shall remove all carts and refuse bags not collected from the collection service location and return such carts and refuse bags to the side or rear of the residential property or commercial property by 10:00 p.m. on the day of the pickup. Occupants

or owners shall be responsible for any damage to private property due to improper placement or containment of carts.

- (1) Carts and refuse bags with refuse disposal stickers affixed shall be placed at curbside at a location designated by the solid waste superintendent of the city solid waste department or his designee for regular collection service. Carts shall be placed at the curbside with lids closed, the lid opening toward the street, a minimum of five (5) feet apart to facilitate automated collection. No refuse shall be placed on top of the cart. Carts shall be placed away from streetlight poles, mailboxes, parked vehicles, and any other obstacles at least five (5) feet. Refuse bags with refuse disposal stickers shall be placed adjacent to carts. Carts and refuse bags with refuse disposal stickers affixed may be placed on public property for removal by regular collection but in no case shall the carts or refuse bags project more than two (2) feet into the roadway. Carts and refuse bags shall be placed in such a manner as to not create a pedestrian hazard, impair the use of the sidewalk or interfere with vehicular traffic.
- (2) In the event curbside collection service is not available, then the sanitation superintendent shall designate the location for cart service.

(c) If the city deems all occupants of a residential service unit are handicapped or due to age or verified physical limitations cannot safely move a cart, it shall be the duty of such occupant of the residential property with cart service to place carts at the side yard. Yard waste or refuse bags will not be collected at the side yard. Only one (1) cart will be collected for handicap service.

Customers utilizing handicap service shall have their service renewed annually by the first of the calendar year. Customers should obtain a handicap release form from the city and have it filled out by a licensed physician each year.

(d) It shall be the duty of every occupant of a residential property or commercial property served by the city yard trimmings service to place the yard trimming at the curbside in such a manner as to not create a pedestrian hazard, impair the use of the sidewalk or interfere with vehicular traffic.

(e) It shall be the duty of every owner of a residential property or commercial property served by a private hauling company to place commercial carts in such a manner as to not create a pedestrian hazard, impair the use of the sidewalk or interfere with vehicular traffic.
(Ord. No. 3582, 12-4-23)

Sec. 8-89. Placement—Inclement weather.

When alleys or streets become impassable because of inclement weather or other unusual conditions, the superintendent may notify owners of residential properties or commercial properties to place carts and refuse bags with refuse disposal stickers at the nearest collection point which is accessible to collection vehicles.
(Ord. No. 3582, 12-4-23)

Sec. 8-90. Bulky materials.

It shall be the duty of every owner of a residential property or commercial property with cart service to place refuse that is of such nature that it cannot be placed in the required cart or refuse bag with refuse disposal sticker according to the following specifications:

- (1) Paper cartons or wood boxes that cannot be placed in a can or refuse bag shall be prepared for collection by placing the smaller cartons and boxes in the larger cartons and boxes until the larger cartons and boxes are completely filled each weighing not more than fifty (50) pounds. After the large cartons and boxes are completely filled, they shall be securely tied with refuse disposal sticker attached. Cartons and boxes shall not be larger than thirty-six (36) inches along any side.
- (2) Yard trimmings shall be prepared for collection by placing in yard trimmings bags with a yard trimming sticker, yard trimming city bag, or bundles. Yard trim-

ming placed in bundles shall be cut into four-foot lengths and tied securely into bundles weighing not more than fifty (50) pounds with a yard trimming sticker.

All bulky materials as described in section 8-91 shall be collected at the curbside in such a manner as to not create a pedestrian hazard, impair the use of the sidewalk or interfere with vehicular traffic. No other bulky materials shall be collected by the city and are the responsibility of the owner or occupant of the property.

Refuse other than paper cartons, wood boxes and yard trimmings shall be disposed of in cart or refuse bag with refuse disposal sticker. (Ord. No. 3582, 12-4-23)

Sec. 8-91. Closed lid required.

Except when refuse is being loaded into carts, the doors and lids shall be kept closed except at certain locations approved by the superintendent of the sanitation department. No refuse shall be placed on top of the doors or lids. (Ord. No. 3582, 12-4-23)

Sec. 8-92. Damaging prohibited.

No person shall damage, either willfully or through negligence, any cart of the city. (Ord. No. 3582, 12-4-23)

Secs. 8-93—8-100. Reserved.

ARTICLE III. COMMERCIAL CONTAINER SERVICE AND ROLL-OFF SERVICE

Sec. 8-101. Commercial container service and roll-off service.

The superintendent of the sanitation department shall have the authority to require an improved property, including a residential property or commercial property, to receive commercial container service and/or roll-off service. Carts or containers that are overloaded by capacity or weight as determined by the sanitation superintendent will not be emptied until the property owner has corrected the violation. Owners or occupants of residential property or commercial properties shall be responsible for

containment of all refuse in the containers. Where applicable all refuse shall be in bags or containers to prevent loose articles from leaving the container.

(Ord. No. 3582, 12-4-23)

Sec. 8-102. Provision of commercial containers and roll-offs and number and condition of commercial containers and roll-offs.

(a) Every owner and occupant of any commercial property with commercial container service within the city shall acquire and maintain in good condition and commercial containers of sufficient number to contain the refuse that will accumulate on the premises.

(b) Every owner and occupant of any residential property or commercial property with roll-off service within the city shall acquire and maintain in good condition and roll-offs of sufficient number to contain the refuse that will accumulate on the premises. Lids shall be used or containers covered where applicable. No refuse shall be outside or on top of container.

(c) Every owner and occupant shall be responsible for any damage to private property due do improper placement or improper containment of containers.

(d) Roll-off containers may be limited to a nine (9) day rental, or recalled after nine (9) days at the sanitation superintendents discretion. (Ord. No. 3582, 12-4-23)

Sec. 8-103. Frequency for collection and disposal of refuse.

(a) It shall be the duty of every owner and occupant of a commercial property with commercial container service to have refuse collected and disposed in accordance with this chapter at least once a week, excluding weeks wherein the sanitation superintendent has determined for safety reasons that refuse will not be collected.

(b) It shall be the duty of every owner and occupant of a residential property or commercial property with roll-off service to have refuse collected and disposed in accordance with this chapter at least once a month.

(c) The owner or occupant of a commercial property with commercial container service may request additional collections and shall be responsible for the fee as set forth in article V. Requested may be denied by the sanitation superintendent.
(Ord. No. 3582, 12-4-23)

Sec. 8-104. Unauthorized collection prohibited.

(a) No person other than the duly authorized employee of the city shall collect refuse from any commercial container or roll-off used in the city collection service. A cart, commercial container, or roll-off shall be considered as used in the city collection service if such cart, commercial container, or roll-off is used by any customer of the city for the purpose of containing or storing refuse awaiting collection by the city.

(b) Nothing in this section is to be interpreted to allow any person to dispose of refuse in any manner except as provided by the ordinances of the city.
(Ord. No. 3582, 12-4-23)

Sec. 8-105. Ownership of commercial containers and roll-offs.

All commercial containers and roll-offs provided by city are the property of the city. Owners and occupants shall ensure that all commercial containers and roll-offs remain at the residential property or commercial property after such property is sold or occupant moves out or in.
(Ord. No. 3582, 12-4-23)

Sec. 8-106. Damaged, lost or stolen commercial container and roll-off replacement.

(a) It shall be the duty of every owner and occupant of a commercial property with commercial container service to replace damaged, lost or stolen commercial containers according to the following specifications:

- (1) The city shall provide a replacement commercial container of the commercial property at no charge where a replacement is necessary because of normal wear and tear caused by proper usage.

- (2) The city shall provide a replacement commercial container of the commercial property for which a commercial container has been stolen and the occupant has filed a police report at no charge a maximum of one (1) every ten (10) years for the improved property.

- (3) The owner or occupant of the commercial property for which a commercial container requires replacement for any other reason other than as specified in subsections (a)(1) and (2) above shall be responsible for the fee as set forth by city council resolution for a replacement commercial container.

(b) It shall be the duty of every owner and occupant of a residential property or commercial property with roll-off service to replace damaged, lost or stolen roll-offs according to the following specifications:

- (1) The city shall provide a replacement roll-off of the residential property or commercial property at no charge where a replacement is necessary because of normal wear and tear caused by proper usage.

- (2) The city shall provide a replacement roll-off of the residential property or commercial property for which a roll-off has been stolen and the occupant has filed a police report at no charge a maximum of one (1) every ten (10) years for the improved property.

- (3) The owner or occupant of the residential property or commercial property for which a roll-off requires replacement for any other reason other than as specified in subsection (b)(1) and (2) above shall be responsible for the fee as set forth by city council resolution for a replacement roll-off.

(Ord. No. 3582, 12-4-23)

Sec. 8-107. Placement—Collections.

(a) Occupants shall place all refuse to be collected by the city in the commercial container or roll-off by 5:00 a.m. on the day of the pickup.

(b) It shall be the duty of every owner of a commercial property served by the city to place the commercial container as directed by the sanitation superintendent.

(c) It shall be the duty of every owner of a residential property or commercial property served by the city to place the roll-off as directed by the sanitation superintendent.

(d) It shall be the duty of every owner of a residential property or commercial property served by a private hauling company to place commercial containers or roll-offs in such a manner as to not create a pedestrian hazard, impair the use of the sidewalk or interfere with vehicular traffic.

(Ord. No. 3582, 12-4-23)

Sec. 8-108. Closed lid required.

Except when refuse is being loaded into commercial containers, the doors and lids shall be kept closed except at certain locations approved by the superintendent of the sanitation department.

(Ord. No. 3582, 12-4-23)

Sec. 8-122. Requirements and fees for residential properties for collection of solid waste via carts.

(a) All residential properties with cart service shall be charged for collection by the city as follows:

(1) The monthly fee for regular collection at the curbside for the initial cart:

<i>Cart Size</i>	<i>July 1, 2021</i>	<i>July 1, 2022</i>	<i>July 1, 2023</i>	<i>July 1, 2024</i>
96 gal cart	\$17.00	\$18.00	\$19.00	\$20.00
64 gal cart	\$15.00	\$16.00	\$17.00	\$18.00
32 gal cart	\$13.00	\$14.00	\$15.00	\$16.00

(2) The monthly fee for regular collection for each cart after the initial cart is as follows:

<i>Additional Cart Collection</i>	<i>July 1, 2021</i>	<i>July 1, 2022</i>	<i>July 1, 2023</i>	<i>July 1, 2024</i>
Per addtl/cart	\$7.00	\$9.00	\$9.00	\$9.00

(3) The fee for delivery or pick-up of a cart shall be five dollars (\$5.00) per trip for change of service

(4) The fee for each refuse sticker shall be two dollars fifty cents (\$2.50) for each refuse sticker.

Sec. 8-109. Commercial container and roll-off—damaging prohibited.

No person shall damage, either willfully or through negligence, any commercial container or roll-off of the city.

(Ord. No. 3582, 12-4-23)

Secs. 8-110—8-120. Reserved.

ARTICLE IV. FEES, CHARGES, BILLING AND REFUNDS

Sec. 8-121. Unusual collection charges.

Refuse collection and disposal service may be provided, within the capabilities of the department, to installations with unusual locations, types or accumulations of refuse at a charge established by the superintendent based on actual cost.

(Ord. No. 3582, 12-4-23)

(5) The fee for each yard trimmings sticker shall be one dollar (\$1.00) for each yard trimmings sticker.

(6) Any fees levied on a per customer basis by law or regulation by the governments of the United States or the State of Oklahoma may be added to the rates

provided above without amendment of the ordinance codified in this article and shall at all times be in addition to the rates.

cart. Return service is subject to the approval of the sanitation superintendent and may be denied.

(Ord. No. 3582, 12-4-23)

(7) All fees and charges levied pursuant to this chapter shall be billed at the same time and in the same manner as all other municipal utility charges and are subject to the same terms of payment, late payment penalties, and discontinuance of service for failure to pay as apply to other municipal services.

Sec. 8-123. Fees for collection of solid waste from commercial properties via carts, or commercial containers.

All commercial properties not served through conventional collection methods, shall be served by one (1) of the following collection methods. The appropriate method shall be established by the superintendent of the sanitation department in consultation with the property owner or manager. Fees for such service shall be as follows:

(8) The fee for return service to a residential property shall be five dollars (\$5.00) per

(1) Monthly fees for cart service.

Beginning July 1, 2021

96 Gal Carts	Collections Per Week		
	1	2	3
One	\$20.50	\$41.00	\$61.50
Two	25.50	51.00	76.50
Three	30.50	61.00	91.50

Beginning July 1, 2022

96 Gal Carts	Collections Per Week		
	1	2	3
One	\$22.50	\$45.00	\$67.50
Two	27.50	55.00	82.50
Three	32.50	65.00	97.50

Beginning July 1, 2023

96 Gal Carts	Collections Per Week		
	1	2	3
One	\$24.50	\$49.00	\$73.50
Two	29.50	59.00	88.50
Three	34.50	69.00	103.50

Beginning July 1, 2024

96 Gal Carts	Collections Per Week		
	1	2	3
One	\$26.50	\$53.00	\$79.50
Two	31.50	63.00	94.50
Three	36.50	73.00	109.50

(2) Monthly fees for commercial container service.

Beginning July 1, 2021

Size	Collections Per Week					
	1	2	3	4	5	6
2 cu. yard	\$81.00	\$126.00	\$190.00	\$252.00	\$316.00	\$378.00
3 cu. yard	107.00	137.00	205.00	274.00	342.00	411.00

Beginning July 1, 2022

Size	Collections Per Week					
	1	2	3	4	5	6
2 cu. yard	\$89.00	\$139.00	\$209.00	\$277.00	\$348.00	\$416.00
3 cu. yard	118.00	151.00	226.00	301.00	376.00	452.00

Beginning July 1, 2023

Size	Collections Per Week					
	1	2	3	4	5	6
2 cu. yard	\$98.00	\$153.00	\$230.00	\$305.00	\$383.00	\$458.00
3 cu. yard	130.00	166.00	249.00	331.00	414.00	497.00

Beginning July 1, 2024

Size	Collections Per Week					
	1	2	3	4	5	6
2 cu. yard	\$108.00	\$168.00	\$253.00	\$336.00	\$421.00	\$504.00
3 cu. yard	143.00	183.00	274.00	364.00	455.00	547.00

In the event additional collections per week is requested beyond normal scheduled collection per week, the city shall charge twenty dollars (\$20.00) per two-cubic-yard container and twenty-five dollars (\$25.00) per three-cubic-yard container. The charge for each cart shall be five dollars (\$5.00). Requests may be denied by the sanitation superintendent.

In the event commercial container service is ordered and subsequently discontinued, proration of the monthly fee is not permitted. A minimum charge of one (1) month's service will be made.

Where commercial container service is shared among a group of commercial properties, the

charge may be allocated in an equitable manner among the commercial properties. The allocation of charges shall be determined by the director of the solid waste department of the city, provided, no individual commercial property may pay a fee less than one-third (1/3) of the rate for monthly service based on the container size and frequency of collection as provided above.

A refundable deposit shall be made for commercial container service if no other utility services are provided by the city on the account. The deposit shall be no less than the monthly fee for one (1) month to be paid by the customer. (Ord. No. 3582, 12-4-23)

Sec. 8-124. Fees for roll-off service.

Roll-off service is available to customers who purchase or rent a roll-off container meeting the specifications of the city. Fees for services to a roll-off container shall be as follows:

Beginning	July 1, 2021	July 1, 2022	July 1, 2023	July 1, 2024
Standard roll Off	\$168.00	\$188.00	\$208.00	\$228.00
Compactor	\$235.00	\$255.00	\$275.00	\$295.00
Rental Fee(Daily)	\$10.00	\$10.00	\$10.00	\$10.00

Service to roll-off containers is subject to the approval of the director of the solid waste department. Service may be denied if provision of such service would present a hazard to the city's personnel or equipment.

(Ord. No. 3582, 12-4-23)

Sec. 8-125. Charges and billing.

All fees and charges levied under this chapter shall be billed at the same time and in the same method as other municipal utility charges and are subject to the same terms and conditions, late payment penalties and discontinuance of service for nonpayment as applied to other municipal services.

(Ord. No. 3582, 12-4-23)

Sec. 8-126. Billing.

The charges fixed in this article are mandatory unless all utilities are disconnected. The charges for the collection, removal and disposal of all refuse shall be entered in their respective amounts as charges against each owner, manager, occupant, tenant or lessee, and the amount so fixed and charged shall be collected monthly in connection with and as a part of the water bill of the city. Should any owner, manager, tenant or lessee of any residential property or of any commercial property fail or refuse to pay the charges fixed against him and his residential property or commercial property when due, the city shall have the right to disconnect water service to his residential property or commercial property against which such refuse collection fees and water charges have been fixed and assessed.

(Ord. No. 3582, 12-4-23)

Sec. 8-127. Fee for customers of private haulers.

A fee of fifty cents (\$0.50) per month per residential unit is imposed on all apartment buildings and mobile home parks which elect to have trash and refuse collected by a private hauler.

(Ord. No. 3582, 12-4-23)

Sec. 8-128. Refund of sanitation fees for newly constructed residential homes.

Newly constructed residential properties are eligible for a refund of sanitation fees that were

paid to the city from the time of the issuance of the certificate of occupancy until the sale of the home if the sanitation service was not utilized during this period up to a maximum of twelve (12) months service. A newly constructed residential property is defined as a home that was still owned by the homebuilder until it was sold or transferred. Refunds must be applied for by the homebuilder in accordance with the following:

- (1) The homebuilder may apply for a refund at the utility billing office but only for the months that the sanitation service was not used.
- (2) The homebuilder will be required to provide a copy of a valid sales contract that includes the date of closing.
- (3) The refund will be provided in the form of a credit which may be placed on any utility account with the city that the homebuilder chooses.
- (4) Application for a refund must be made within sixty (60) days of closing on the home.

Anyone found to be or attempting to defraud this section of the municipal code will be fined up to the maximum amount allowed by law and will be forever barred from participation in this refund program.

(Ord. No. 3582, 12-4-23)

Secs. 8-129—8-140. Reserved.

ARTICLE V. PRIVATE REFUSE HAULING SERVICES PERMIT

Sec. 8-141. Required.

- (a) No person except a duly authorized agent and employee of the city shall collect refuse on the streets, alleys or public thoroughfares of the city without having first obtained a written

permit therefore granted and issued by the superintendent of sanitation and obtaining an occupation license from the city clerk.

(b) This shall not prohibit any person receiving regular city collection service from removing without a permit refuse from the premises under his control which are served by such service.
(Ord. No. 3582, 12-4-23)

Sec. 8-142. Investigation.

The superintendent of sanitation shall determine whether the applicant for a permit for the collection and disposal of refuse is fit and proper to conduct such business and shall make or cause to be made such investigation as he may consider necessary in order to determine whether the public convenience and necessity requires the granting of such permit.
(Ord. No. 3582, 12-4-23)

Sec. 8-143. Term.

Permits under this chapter shall be issued to qualified applicants for a period of one (1) year.
(Ord. No. 3582, 12-4-23)

Sec. 8-144. Nontransferable, revocation.

All permits granted pursuant to this chapter shall be nontransferable and may be revoked and rescinded by the superintendent of sanitation at any time when, in his judgment, such action is deemed to the best interest of the public.
(Ord. No. 3582, 12-4-23)

Sec. 8-145. List of customers required.

Applicants for permits to provide private refuse hauling services must provide to the sanitation superintendent a list of addresses where service is provided and maintain both general liability and vehicle liability insurance. All changes in private sanitation service customers must be reported to the superintendent within five (5) working days. Private hauling companies may not provide routine service to residential properties.
(Ord. No. 3582, 12-4-23)

Sec. 8-146. Selling prohibited.

No person collecting or disposing or in any manner dealing with refuse shall separate, unload, offer for sale or trade or exchange all or any part of such refuse.
(Ord. No. 3582, 12-4-23)

Secs. 8-147—8-160. Reserved

ARTICLE VI. DISPOSAL

Sec. 8-161. Designated.

(a) The superintendent of sanitation shall establish areas of disposal of refuse. He shall establish rules for the operation of disposal areas.

(b) No person, business or institution shall place, deposit or throw or permit, or cause to be placed, thrown, deposited or dumped, any explosive, poison, dangerous or corrosive chemicals, salt water, feces, materials impregnated with urine, dead animals, any material of any nature which emits foul or noxious odors, or any material prohibited by Oklahoma State Department of Health regulations in the city disposal areas.
(Ord. No. 3582, 12-4-23)

Secs. 8-162—8-170. Reserved.

ARTICLE VII. DEAD ANIMALS

Sec. 8-171. Dead animals—Exposed carcass prohibited.

(a) No person shall place or deposit the exposed carcass of any animal or fowl on any street, alley, highway or public place or upon private property or shall stand or permit to stand any truck or other vehicle containing such carcass on any street, alley, highway or public place or on private property within the city. The term "exposed," as used in this section, means the exposure of the carcass of an animal so that putrefying odors may escape therefrom and contaminate the air.

(b) The exposure of the putrefying carcass of a beast so that noxious or disagreeable odors may escape therefrom and contaminate the air is a public nuisance. The solid waste superintendent of the city solid waste department or his designee or persons authorized by the city or any police officer may summarily remove such carcass to a point outside the city or may bury or burn the carcass. The expense of such disposal shall be assessed in addition to the fine collected from any person violating this section.
(Ord. No. 3582, 12-4-23)

Sec. 8-172. Same—Disposal.

No person shall allow or permit any animal or fowl which has died and which at the time of death was owned or controlled or kept by such person to lie in or upon any street, alley, lot or other place in this city. Such person or persons shall cause the carcass of such animal or fowl to be disposed of as the solid waste superintendent of the city solid waste department or his designee or persons authorized by the city officer may direct.
(Ord. No. 3582, 12-4-23)

Secs. 8-173—8-180. Reserved

ARTICLE VIII. BURNING REFUSE, YARD TRIMMINGS, AND EXEMPT WASTE

Sec. 8-181. Permit required.

It is unlawful for any person to burn any refuse, yard trimmings, exempt waste, or any other substance out of doors without first obtaining a permit from the chief of the fire department or the assistant chief of the fire department. In determining whether or not to issue such a permit, the appropriate officer of the fire department shall consider weather, adjoining property, proximity of firefighting equipment, and the type of substance to be burned. After considering all of the factors, and based on the factors, the officers shall issue the permit if the health, safety and welfare of the property and people of the city will not be endangered.
(Ord. No. 3582, 12-4-23)

Sec. 8-182. Material not to be burned.

Animal matter or garbage shall not be burned within the city.
(Ord. No. 3582, 12-4-23)

Sec. 8-183. Incinerators.

Standards appropriate to incinerators installed within the city are those of the Uniform Fire Code, adopted in section 6-66, the Uniform Building Code, adopted in section 4-31, and the applicable standards of the State of Oklahoma and the United States government.
(Ord. No. 3582, 12-4-23)

Secs. 8-184—8-190. Reserved.

ARTICLE IX. DUMPING SITES

Sec. 8-191. License required.

(a) It shall be a violation of this article for any person to dump, deposit, place or dispose of rock, dirt, concrete, bricks or asphalt, on any site or place within the city unless such site is approved and licensed in accordance with the terms of this article. All other debris from any demolition, construction or repair work including trees, tree trimmings, waste lumber or other solid waste as defined by Oklahoma Solid Waste Management Act must be disposed of in a landfill with a valid permit from the state department of health.

(b) It shall be a violation of this article for any person in possession or control of land to knowingly or unknowingly permit, allow or authorize others to dump rock, dirt, concrete, bricks or asphalt on any site or place within the city unless such site is approved and licensed in accordance with the terms of this article. No person in possession or control of land shall knowingly or unknowingly permit, allow or authorize others to dump debris from any demolition, constructions or repair work including trees, tree trimmings, waste lumber and other like materials on any site or place within the city unless such site holds a landfill permit issued by the state department of health.
(Ord. No. 3582, 12-4-23)

Sec. 8-192. Exceptions to permit requirements.

This article shall not be construed to require a permit for, or otherwise prohibit, the following activities:

- (1) Bona fide agricultural and farming operations which constitute the principal use of any lot or tract of ground in the city and which meet the zoning requirements of the zoning code of the city.
- (2) Customary and incidental routine grounds maintenance, landscaping, and home gardening.
- (3) Excavating and/or grading, and/or leveling, and/or landfilling requiring not more than twelve (12) inches of cut or fill at any one (1) point.
- (4) The deposition of rock, gravel, sand or earth to be used as construction materials in conjunction with a construction project that has been issued a valid construction permit by the city.

(Ord. No. 3582, 12-4-23)

Sec. 8-193. Approval or disapproval of licenses; standards.

(a) Within ten (10) working days following the filing of the dumping license application, the city manager or his designated representative, shall approve or disapprove the site. If the site is approved, the city shall issue a license. If the site is disapproved, a short statement of the reason for the disapproval shall be filed and such license shall not be issued. The denial of the license may be appealed in writing to the city council no later than thirty (30) days following such denial. The appeal shall be placed on the council agenda in accordance with established agenda procedures.

(b) Applications for such license shall be denied and disapproved under the following circumstances:

- (1) If such use or activity is in violation of the zoning ordinances of the city or the restrictive covenants of the plat covering the proposed site.

- (2) Such use or activity would constitute a nuisance or otherwise violate any of the ordinances of the city;
- (3) If in the opinion of the city manager or his designated representative the proposed means of controlling and limiting dumping at the site is not adequate to provide compliance with this article;
- (4) If such use or activity would cause or create substantial problems of drainage affecting property other than that owned by the owner of the site proposed to be licensed; or
- (5) Any other factors reasonably constituting a detriment to the health, welfare and safety.

(Ord. No. 3582, 12-4-23)

Sec. 8-194. License application; fee.

An application for a license to permit dumping, depositing or placing of the materials described herein at a particular site shall be filed with the city, along with a fee as provided in the fee schedule; and the application shall be verified under oath and shall furnish the following information:

- (1) Name and address of the applicant;
- (2) Name and address of the owner of the site;
- (3) Location of the site of the dump or fill;
- (4) Relationship of the applicant to the owner of the site (lessee, contractor, etc.); and
- (5) A brief statement of the means by which the applicant proposes to control the dumping at the site.

Individual platted lots one-half (1/2) acre or less in area:

License to operate dump site (new)	No charge
License to operate dump site (renewal)	No charge

Tracts of land two and one-half (2 1/2) acres or less in area:

License to operate dump site (new)	\$25.00
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License to operate dump site (renewal)	\$10.00
<i>Tracts of land larger than two and one-half (2½) acres:</i>	
License to operate dump site (new)	\$50.00
License to operate dump site (renewal)	\$25.00
(Ord. No. 3582, 12-4-23)	

Sec. 8-195. Term of license; nontransferability of license.

- (a) License shall be issued for a period of six (6) months and may be extended for additional periods of six (6) months upon payment of a renewal fee as provided in the fee schedule.
- (b) Licenses shall not be transferable from site to site or from person to person.
(Ord. No. 3582, 12-4-23)

Sec. 8-196. Posting signs at entrance.

At each entrance to a licensed site, the licensee shall erect and maintain a sign stating substantially as follows:

"Restricted Dumping. Only rock, dirt, concrete, brick and asphalt may be dumped here. Permission to dump must be obtained in writing from (name and address of licensee). License to dump expires (expiration date of license)."

Such sign shall be of such size that the contents thereof can be read by a person in a vehicle using the main traveled portion of the entrance but in no case shall the display surface area of the sign exceed twenty (20) square feet.
(Ord. No. 3582, 12-4-23)

Sec. 8-197. Covering of dumped material.

All material dumped, deposited, placed or disposed of at any licensed dumping site shall be smoothed a minimum of one (1) time per month or as often as necessary not to permit pooling water, obstruction of surface drainage and excessive growth of grass and weeds. If in the opinion of the city code enforcement officer material is being placed in the dump site so as to constitute a health hazard or public nuisance, the officer may order the material regarded or covered with

soil to such depth and at such intervals of time as considered necessary to remove the health hazard or nuisance. Failure to cover the material at such intervals or when designated in writing by the code enforcement officer shall constitute an offense.
(Ord. No. 3582, 12-4-23)

Sec. 8-198. Closing of site.

(a) Any person licensed under this article shall continue to be liable and responsible for covering any materials dumped, deposited, placed or disposed of at the site described in the license unless at such time the licensee desires to terminate the use of the site. Within three (3) days following the date proposed for the closing of the site, or the receipt of the notice to close, whichever is later, the city manager or his designated representative shall inspect the site to determine if the materials deposited or placed thereon have been adequately and properly covered with soil and that the site has been otherwise left in such a condition as not to constitute a detriment to the health, welfare and general safety. If the city manager or his designated representative shall determine that the site is in such condition that it be closed and the licensee released from responsibility therefrom, then he shall accept the tender of the license and note thereon the date of his approved inspection of the site. Upon accepting the license, the city manager or his designated representative shall post upon the site a sign stating "Dump Closed. No Dumping Permitted," at each entrance or former entrance to the site.

(b) No person, other than the city manager or his designated representative, shall remove, destroy, obliterate or otherwise obscure any such posted sign.
(Ord. No. 3582, 12-4-23)

Sec. 8-199. Right of entry and inspection.

The right of entry and inspection of any premises or site subject to the control of an applicant for a license hereunder, or a licensee hereunder, by the city manager or any agent of the city charged with the responsibility of this article shall be a condition on which every

license shall be issued. The application for and the acceptance of any license hereunder shall conclusively be deemed to be consent of the applicant and licensee to such entry and inspection.

(Ord. No. 3582, 12-4-23)

Sec. 8-200. Dumping on licensed site; permission of licensee required.

No person shall dump, deposit, place or dispose of any materials at any site licensed under this article without the consent in writing of the licensee of the dumping site.

(Ord. No. 3582, 12-4-23)

Sec. 8-201. Revocation of license; appeals.

The making in the application of any materially false statement or the violation of any of the terms and provisions of this article shall constitute grounds for the revocation of the license by the code enforcement officer with the concurrence of the city manager, upon giving five (5) days notice in writing to the applicant or licensee. The revocation shall be effective immediately upon the expiration of the five-day notice, but such revocation may be appealed in writing by the licensee to the city council not later than thirty (30) days following the revocation. The appeal shall be placed on the council agenda in accordance with established agenda procedures.

(Ord. No. 3582, 12-4-23)

Sec. 8-202. Service of notice.

Service of notice as provided herein shall be deemed adequate and sufficient if delivered to the licensee personally or by certified mail to the address as stated in the application.

(Ord. No. 3582, 12-4-23)

Sec. 8-203. Existing dump sites to require licensing.

All dump sites in existence at the time of adoption of this article shall be subject to its provisions whether active or not. In the case of an active dump site the owner or person in control of the land shall make application for a permit within thirty (30) days of the adoption of this article or be deemed to be in violation. In the

case of abandoned sites the code enforcement officer shall, upon finding the site left in a condition that results in the pooling of water, obstructs surface drainage, excessive growth of grass or weeds because it cannot be maintained or otherwise constitutes a health hazard or nuisance, notify the owner or person in control of the property to level and cover the fill material in accordance to the terms of this article.

(Ord. No. 3582, 12-4-23)

Sec. 8-204. Severability.

It is hereby declared to be the intention of the council that the sections, paragraphs, sentences, clauses, and phrases of the article are severable, and if any such section, paragraph, sentence, clause, or phrase is declared unconstitutional or otherwise decreed invalid by any court of competent jurisdiction in a valid decree, such unconstitutionality or invalidity shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this article since the same would have been enacted without the incorporation into this article of such unconstitutional or invalid section, paragraph, sentence, clause or phrase.

(Ord. No. 3582, 12-4-23)

- (3) For the purposes of subsection (2), a person shall be deemed to be in the business of selling or renting dwellings if:
- a. He has, within the preceding twelve (12) months, participated as principal in three (3) or more transactions involving the sale or rental of any dwelling or any interest therein;
 - b. He has, within the preceding twelve (12) months, participated as an agent, other than in the sale of his own personal residence, in providing sales or rental facilities or sales or rental services in two (2) or more transactions involving the sale or rental of any dwelling or any interest therein; or
 - c. He is the owner of any dwelling designed or intended for occupancy by, or occupied by, five (5) or more families.

(Ord. No. 2865, § 3, 6-19-95)

Sec. 12-179. Discrimination in the sale or rental of housing.

As made applicable by section 12-178 and except as exempted by sections 12-178(2) and 12-182, it shall be unlawful and punishable by a fine of up to five hundred dollars (\$500.00) for any person, or any agent or employee of such person:

- (1) To refuse to sell or rent after the making of a bona fide offer or to refuse to negotiate for the sale or rental of or otherwise make unavailable or deny a dwelling to any person because of race, sex, color, religion, national origin, disability, familial status, sexual orientation, or gender identity.
- (2) To discriminate against any person in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection therewith because of race, sex, color, religion, national origin, disability, familial status, sexual orientation, or gender identity.

- (3) To make, print or publish or cause to be made, printed or published any notice, statement or advertisement with respect to the sale or rental of a dwelling that indicates any preference, limitation or discrimination based on race, sex, color, religion, national origin, disability, familial status, sexual orientation, or gender identity or an intention to make any such preference, limitation or discrimination.
- (4) To represent to any person because of race, sex, color, religion, national origin, disability, familial status, sexual orientation, or gender identity that any dwelling is not available for inspection, sale or rental when such dwelling is, in fact, so available.
- (5) To induce or attempt to induce any person to sell or rent any dwelling, for profit, by representations regarding the entry or prospective entry into the neighborhood of a person or persons of a particular race, sex, color, religion, national origin, disability, familial status, sexual orientation, or gender identity.

(Ord. No. 2865, § 4, 6-19-95; Ord. No. 3571, 4-4-23; Ord. No. 3578, § 1, 10-2-23)

Sec. 12-180. Discrimination in financing or housing.

It shall be unlawful for any bank, building and loan association, insurance company or other corporation, association, firm or enterprise whose business consists in whole or in part in the making of commercial real estate loans to deny a loan or other financial assistance to a person applying therefor for the purpose of purchasing, constructing, improving, repairing or maintaining a dwelling or to discriminate against him in the fixing of the amount, interest rate, duration or other terms or conditions of such loan or other financial assistance because of the race, sex, color, religion, national origin, disability, familial status, sexual orientation, or gender identity of such person or of any person associated with him in connection with such loan or other financial assistance or the purposes of such loan or other financial assistance or of the present or prospective owners, lessees, tenants or occupants of the

dwelling or dwellings in relation to which such loan or other financial assistance is to be made or given, provided that nothing contained in this section shall impair the scope or effectiveness of the exception contained in section 12-178(2). (Ord. No. 2865, § 5, 6-19-95; Ord. No. 3571, 4-4-23)

Sec. 12-181. Discrimination in the provision of brokerage services.

It shall be unlawful to deny any person access to or membership or participation in any multiple listing service, rental or facility relating to the business of selling or renting dwellings or to discriminate against him in the terms or conditions of such access, membership or participation on account of race, sex, color, religion, national origin, disability, familial status, sexual orientation, or gender identity. (Ord. No. 2865, § 6, 6-19-95; Ord. No. 3571, 4-4-23)

Sec. 12-182. Exemption.

Nothing in this article, shall prohibit a religious organization, association or society or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society from limiting the sale, rental or occupancy of dwellings which it owns or operates for other than a commercial purpose to persons of the same religion or from giving preference to such persons, unless membership in such religion is restricted on account of race, sex, color, national origin, disability, familial status, sexual orientation, or gender identity. Nor shall anything in this article prohibit a private club not, in fact, open to the public which, as an incident to its primary purpose or purposes, provides lodgings which it owns or operates for other than a commercial purpose, from limiting the rental or occupancy of such lodgings to its members or from giving preference to its members. (Ord. No. 2865, § 7, 6-19-95; Ord. No. 3571, 4-4-23)

Sec. 12-183. Administration.

(a) *Fair housing council created.* There is hereby created a fair housing council of the City of Bartlesville, (hereinafter referred to as

"council"). Said council shall be composed of the members of the Bartlesville board of adjustment. All appointments to the council shall be the same as and run concurrently with the term of office of the said board of adjustment of the City of Bartlesville, Oklahoma.

(b) *Fair housing council powers.* The powers of the fair housing council shall be as follows:

- (1) Prescribed rules. Have the power to prescribe such rules and regulations as it shall deem necessary or expedient for the conduct and carrying out of its functions, and it shall have the power to revoke, suspend, or amend any rule or regulation as administered by said council, regardless of the manner in which prescribed.
- (2) Settlement. Seek settlement and disposition of any complaint filed with said council by means of conferences and conciliation.
- (3) Investigation.
 - a. Have the power, either by itself or by any officer or person designated for the purposes by it, to investigate and to examine or inquire into the affairs or operation of any person, firm, corporation or association within its jurisdiction; and further when so authorized by the city council for the City of Bartlesville, Oklahoma said council shall have the power to employ consultants and professional counsel to aid in such investigations, examinations, or inquiries.
 - b. For the purposes of gathering evidence on any subject, the council shall have the power to subpoena and examine witnesses, books, papers, and other effects.
- (4) Complaints. The council shall have the authority to initiate in its name, or to receive and initiate upon the filing of formal charges, complaints against any person, firm, corporation, or association violating any of the provisions of this article.

(c) *City offices and agencies.* All executive departments and agencies of the City of Bartlesville shall administer their programs and activities relating to housing and urban development in a manner to affirmatively further the purposes of this article and shall cooperate with the any programs, activities or investigations of the city which further such purposes.

(Ord. No. 2865, § 8, 6-19-95)

Sec. 12-184. Education and conciliation.

Immediately after the enactment of this article, educational and conciliatory activities shall be initiated by the city on a periodic basis which will further the purposes of this article. This may include, but is not limited to, the calling of conferences with persons in the housing industry and other interested parties to acquaint them with the provisions of this article and suggested means of implementing it. Further, the city shall endeavor, with the advice of such persons, to pursue programs of voluntary compliance and of enforcement.

(Ord. No. 2865, § 9, 6-19-95)

Sec. 12-185. Enforcement.

(a) *Complaint procedure.* Any person who claims to have been injured by a discriminatory housing practice or who believes that he will be irrevocably injured by a discriminatory housing practice that is about to occur (hereafter "person aggrieved") may file a complaint with the fair housing council (hereinafter referred to as "council"). Complaints shall be in writing and shall contain such information and be in such form as the council requires. Upon receipt of such a complaint, the secretary to the council shall furnish a copy of the same to the person or persons who allegedly committed or are about to commit the alleged discriminatory housing practice. Within thirty (30) days after receiving a complaint or within thirty (30) days after the expiration of any period of reference under subsection (c), the council shall investigate the complaint and give notice in writing to the person aggrieved whether he intends to resolve it. If the council decides to resolve the complaint, he shall proceed to try to eliminate or correct the alleged discriminatory housing practice by informal

methods of conference, conciliation and persuasion. Nothing said or done in the course of such informal endeavors may be made public or used as evidence in a subsequent proceeding under this article without the written consent of the persons concerned. Any member or employee of the council or city who shall make public any information obtained in connection herewith in violation of the open meeting laws, open record laws, or other laws of the State of Oklahoma shall, upon conviction, be fined not more than the maximum allowed by law, plus costs.

(b) A complaint under subsection (a) shall be filed within one hundred eighty (180) days after the alleged discriminatory housing practice occurred. Complaints shall be in writing and shall state the facts upon which the allegations of a discriminatory housing practice are based. Complaints may be reasonably and fairly amended at any time. A respondent may file an answer to the complaint against him and, with the leave of the council which shall be granted whenever it would be reasonable and fair to do so, may amend his answer at any time. Both complaints and answers shall be verified.

(c) If, within thirty (30) days after a complaint is filed, the council has been unable to obtain voluntary compliance with this article, the complainant may, within thirty (30) days thereafter, file a complaint with the Secretary of the Department of Housing and Urban Development. The council will assist in this filing by providing certified copies of all applicable municipal records.

(d) If the council has been unable to obtain voluntary compliance within thirty (30) days of the complaint, the person aggrieved may, within thirty (30) days thereafter, commence a civil action in any appropriate court against the respondent named in the complaint to enforce the rights granted or protected by this article insofar as such rights relate to the subject of the complaint. If the court finds that a discriminatory housing practice has occurred or is about to occur, the court may enjoin the respondent from engaging in such practice or order such affirmative action as may be appropriate.

(e) In any proceedings brought pursuant to this section, the burden of proof shall be on the complainant.

(f) The city attorney may also file such criminal cases as are supported by the facts made known through the complaint and hearing process.

(g) Whenever an action filed by an individual shall come to trial, the council shall immediately terminate all efforts to obtain voluntary compliance.

(Ord. No. 2865, § 10, 6-19-95; Ord. No. 3578, § 1, 10-2-23)

Sec. 12-186. Investigations, subpoenas, giving of evidence.

(a) In conducting an investigation, the council shall have access at all reasonable times to premises, records, documents, individuals and other evidence or possible sources of evidence and may examine, record and copy such materials and take and record the testimony or statement of such persons as are reasonably necessary for the furtherance of the investigation; provided, however, that the council first complies with the provisions of the Fourth Amendment relating to unreasonable searches and seizures. The council may issue subpoenas to compel its access to or the production of such materials or the appearance of such persons and may issue interrogatories to a respondent to the same extent and subject to the same limitations as would apply if the subpoenas or interrogatories were issued or served in aid of a civil action in the United States District Court for the district in which the investigation is taking place. The council may administer oaths.

(b) Upon written application to the council, a respondent shall be entitled to the issuance of a reasonable number of subpoenas by and in the name of the council to the same extent and subject to the same limitations as subpoenas issued by the council itself. Subpoenas issued at the request of a respondent shall show on their face the name and address of such respondent and shall state that they were issued at his request.

(c) Witnesses summoned by subpoena of the council shall be entitled to the same witness and mileage fees as are witnesses in proceedings in United States District Courts. Fees payable to a witness summoned by a subpoena issued at the request of a respondent shall be paid by him.

(d) Within five (5) days after service of a subpoena upon any person, such person may petition the council to revoke or modify the subpoena. The council shall grant the petition if he finds that the subpoena requires appearance or attendance at an unreasonable time or place, that it requires production of evidence which does not relate to any matter under investigation, that it does not describe with sufficient particularity the evidence to be produced, that compliance would be unduly onerous or for other good reason.

(e) In case of contumacy or refusal to obey a subpoena, the council or other person at whose request it was issued may petition for its enforcement in the Municipal or State Court for the district in which the person to whom the subpoena was addressed resides, was served or transacts business.

(f) Any person who willfully fails or neglects to attend and testify or to answer any lawful inquiry or to produce records, documents or other evidence, if in his power to do so, in obedience to the subpoena or lawful order of the council shall be fined not more than the maximum allowed by law, plus costs. Any person who, with intent to mislead the council, shall make or cause to be made any false entry or statement of fact in any report, account, record or other document submitted to the council pursuant to his subpoena or other order or shall willfully neglect or fail to make or cause to be made full, true and correct entries in such reports, accounts, records or other documents or shall willfully mutilate, alter or by any other means falsify any document or other correspondence shall be fined not more than the maximum allowed by law, plus costs.

(g) The city attorney shall conduct all litigation in which the council participates as a party or as amicus pursuant to this article.
(Ord. No. 2865, § 11, 6-19-95)

Sec. 12-187. Enforcement by private persons.

(a) The rights granted by sections 12-178, 12-179, 12-180 and 12-181 may be enforced by civil actions in State or local courts of general jurisdiction. A civil action shall be commenced within one hundred eighty (180) days after the alleged discriminatory housing practice occurred; provided, however, that the court shall continue such civil case brought pursuant to this section or section 12-185(d), from time to time before bringing it to trial if the court believes that the conciliation efforts of the council are likely to result in satisfactory settlement of the discriminatory housing practice complained of in the complaint made to the council and which practice forms the basis for the action in court; and provided, however, that any sale, encumbrance or rental consummated prior to the issuance of any court order issued under the authority of this article and involving a bona fide purchaser, encumbrancer or tenant, without actual notice of the existence of the filing of a complaint or civil action under the provisions of this article, shall not be affected.

(b) The court may grant such relief as it deems appropriate, including permanent or temporary injunctions, restraining orders, or any other orders it deems appropriate, and may award to the prevailing party, court costs and reasonable attorney fees.
(Ord. No. 2865, § 12, 6-19-95)

Sec. 12-188. Interference, coercion or intimidation.

It shall be unlawful to coerce, intimidate, threaten or interfere with any person in the exercise or enjoyment of or on account of his having exercised or enjoyed or on account of his having aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by sections 12-178, 12-179, 12-180 or 12-181. This section may be enforced by appropriate civil action.
(Ord. No. 2865, § 13, 6-19-95)

Sec. 12-189. Severability of provisions.

If any provision of this article or the application thereof to any person or circumstance is

held invalid, the remainder of the article and the application of the provision to other persons not similarly situated or to other circumstances shall not be affected thereby.

(Ord. No. 2865, § 14, 6-19-95)

ARTICLE XII. ADOPTION OF STATE STATUTES BY REFERENCE

Sec. 12-190. Adoption of Title 47.

The City of Bartlesville hereby adopts by reference all misdemeanor traffic offenses now contained or hereafter contained Title 47 of Oklahoma Statutes.

(Ord. No. 3070, § 1, 7-16-01)

Sec. 12-190A. Adoption of Title 22.

The City of Bartlesville hereby adopts by reference all provisions now contained or hereafter contained in Title 22 of the Oklahoma Statutes.

(Ord. No. 3434, § 1, 6-16-14)

Sec. 12-191. Adoption of Title 21.

The City of Bartlesville hereby adopts by reference all misdemeanor offenses now contained or hereafter contained in Title 21 of Oklahoma Statutes.

(Ord. No. 3070, § 1, 7-16-01)

Sec. 12-192. Penalty for violation.

The violation of any section of any such statutes hereby adopted by reference shall constitute an offense against the City of Bartlesville and upon conviction the guilty person shall be subject to punishment as set forth in the ordinances of the City of Bartlesville.

(Ord. 3070, § 1, 7-16-01)

Sec. 20-80. Untreated water; sale.

No taps shall be made to the raw water supply lines of the city water system except upon the written approval of the board of commissioners. Water shall be sold to persons having such permission through individual meters to be installed by the city water department. The monthly rate for water sold shall be fifty cents (\$0.50) per thousand (1,000) for the first one-thousand (1,000) gallons of water used and twenty-five cents (\$0.25) per thousand for all additional thousands of gallons used. For billing purposes, all fractions of thousands shall be billed as an additional one-thousand gallons. In addition to the charge for water used, each raw water customer shall be assessed a monthly service charge of three dollars and thirty-five cents (\$3.35) per month. No consumer shall be permitted to use more than one hundred thousand (100,000) gallons during any one (1) calendar month or during any one billing month whichever the case may be. All water sold from the raw water supply lines shall be on a contract basis and each consumer shall be required to execute a contract as prescribed by the city before such service is permitted to begin.
(Code 1978, § 13.12.060; Ord. No. 2497, § 6(13.12.060), 10-1-84)

Sec. 20-81. Untreated water, purchaser use only.

Water delivered to consumers from the water conduit shall be for use upon the premises of the individual consumer, and shall not be resold or delivered for the use off the premises of the consumer. The city expressly makes no warranty as to the quality or condition as to the water to be delivered from the conduit, and represents the same to be raw and untreated. No service line from the conduit shall be connected to any tank or water supply system without a gap to prevent back-siphonage. All connections to the line shall be made with the approval of the water department, and the premises of the consumer shall be opened at reasonable times for inspection by duly authorized representatives of the city.
(Code 1978, § 13.12.070)

Sec. 20-82. Untreated water, monthly payments.

All water accounts due are subject to a penalty of ten (10) percent if not paid on or before the expiration of the past-due date shown on the bill.
(Code 1978, § 13.12.080)

Secs. 20-83—20-95. Reserved.

DIVISION 6. FLUORINATION

Sec. 20-96. Authorized.

The city, having received the consent and approval of the state board of health, and, until further directed by the board of commissioners of the city, or the water department of the city, is authorized and directed to provide the means and to proceed with the introduction of approximately one part of fluorine to every million parts of water being distributed in the water supply system of the city.
(Code 1978, § 13.16.010)

Secs. 20-97—20-105. Reserved.

DIVISION 7. SHORTAGES*

Sec. 20-106. Authority.

Whenever a potential water shortage exists, the city council is authorized to restrict or prohibit the use of water from the city's water system.

- (1) The water utilities director is the official responsible to monitor the city's water supply, optimize water usage from the city's raw water sources and report to the city manager, who shall inform city council, whenever the water supply falls below eighty (80) percent.

***Editor's note**—Ord. No. 3569, § 1, adopted April 3, 2023, amended Div. 7 in its entirety to read as set out herein. Former Div. 7, §§ 20-106—20-113, pertained to similar subject matter and derived from the Code of 1978, §§ 13.28.010—13.28.060; Ord. No. 3087, § 1, adopted April 8, 2002, Ord. No. 3398, § 1, adopted Dec. 3, 2012.

(2) Any restriction shall be enforceable by both the code enforcement and the police department.

(Ord. No. 3569, § 1, 4-3-23; Ord. No. 3577, § 1, 10-2-23)

Sec. 20-107. Water shortage condition.

A potential water shortage condition exists whenever the water supply falls below eighty (80) percent or so declared by the city council. The public will be informed of the status of the current water supply and water consumption. Every available forum will be used to educate the general public regarding the status of the water supply and measures they can take to reduce usage.

The city manager shall have discretion on when to implement restrictions and/or declaring a drought stage based on an assessment of all relevant circumstances and conditions such as rainfall projections, system outage, equipment failure, structural failure, sabotage, natural disaster, contamination of water source, or other reasons or emergencies.

(1) *Stage one:* If the overall water remaining is between eighty (80) percent and seventy-five (75) percent and the weighted water supply based on water right is below ninety-five (95) percent, the public will be informed and voluntary usage reduction shall be requested. If the overall water remaining is between seventy-four and nine tenths (74.9) percent and seventy (70) percent and the weighted water supply based on water right is below ninety-five (95) percent, the following water restrictions shall be implemented.

- a. Landscape and garden watering through automatic irrigation systems, hose end sprinklers, soaker hoses and drip irrigation shall be restricted to two (2) days per week. Even numbered properties on Tuesdays and Saturdays, and odd numbered properties on Wednesdays and Sundays.

b. Exceptions to landscape watering schedule:

- 1. Landscape watering by means of hand-held hose only or watering can.
- 2. Commercial plant nursery.
- 3. Brief watering for testing of a new automatic irrigation system or after repair or adjustment of an existing irrigation system.
- 4. Landscape watering using non-potable water through rain water collection or grey water.

c. Any person violating any of the stage one restrictions shall be subject to the following fine schedule:

First offense.....	written warning
Second offense.....	\$ 50.00
Third offense.....	100.00
Fourth offense.....	200.00
Fifth or more offense..	500.00

d. The water utilities director shall notify all contracted wholesale customers and require each to adopt similar conservation measures for their systems in accordance with their individual contracts with the city.

(2) *Stage two:* If the overall water remaining is between seventy (70) percent and sixty (60) percent and the weighted water supply based on water right is below eighty-five (85) percent, the following water restrictions shall be implemented:

- a. Continue all of the actions as directed in stage one not altered by provisions in stage two.
- b. City owned splash pads will be closed.
- c. City owned swimming pools may implement a reduced schedule of operation or closure to conserve water.

- d. No washing of motor vehicle, motorbike, boat, trailer or other vehicle or piece of equipment except at a vehicle wash facility.
- e. Outdoor water use to wash any outdoor surface, including, but not limited to sidewalks, walkways, driveways, parking lots, tennis and other sport courts, patios, decks or other paved or hard surfaced area shall be prohibited.
- f. Use of water to flush, test or disinfect new water lines or services or new wastewater facilities shall be prohibited, unless a variance is granted by the water utilities director.
- g. The goal of the stage two restrictions is to reduce water consumption to less than 5.5 million gallons per day. If the restrictions do not reduce water consumption below this threshold, then council may pass a resolution to enact the stage two emergency water rates as follows:

Stage Two Emergency Water Rate Adjustment

For accounts with meters smaller than three (3) inches.	
Usage (gallons)	Adjustment on volumetric rates
0—2,000	100% of current rates
2,001—10,000	100% of current rates
10,001—25,000	115% of current rates
25,001—50,000	120% of current rates
50,000—100,000	125% of current rates
>100,000	150% of current rates
For accounts with meters three (3) inches or larger, or industrial, or wholesale customers who have a separate contract for the purchase of water the adjustment shall be one hundred five (105) percent of current volumetric rates.	

- (3) *Stage three:* If the overall water remaining is between sixty (60) percent and fifty (50) percent and the weighted water supply based on water right is below seventy-five (75) percent, the following water restrictions shall be implemented:
 - a. Continue all of the actions as directed in stage two not altered by provisions in stage three.
 - b. Landscape and garden watering through automatic irrigation systems, hose end sprinklers, soaker hoses and drip irrigation shall be restricted to one (1) day per week. Even numbered properties on Saturdays, and odd numbered properties on Sundays.
 - 1. Exceptions to landscape watering schedule:
 - i. Landscape watering by means of hand-held hose only or watering can.
 - ii. Commercial plant nursery.
 - iii. Brief watering for testing of a new automatic irrigation system or after repair or adjustment of an existing irrigation system.
 - iv. Landscape watering using nonpotable water through rain water collection or grey water.
 - c. Outdoor pools, hot tubs or spas shall not be filled.
 - d. Any person violating any of the stage three restrictions shall be subject to the following fine schedule:

First offense.....	\$ 50.00
Second offense.....	100.00
Third offense.....	200.00
Fourth offense.....	400.00

- e. Fifth or more offense. 500.00
- f. Water pressure will be reduced within the distribution system to minimum levels allowed by state and federal regulations.
- f. The goal of the stage three restrictions is to reduce water consump-

tion to less than 4.75 million gallons per day. If the restrictions do not reduce water consumption below this threshold, then Council may pass a resolution to enact the stage three emergency water rates as follows:

Stage Three Emergency Water Rate Adjustment

For accounts with meters smaller than three (3) inches.	
Usage (gallons)	Adjustment on volumetric rates
0—2,000	100% of current rates
2,001—10,000	105% of current rates
10,001—25,000	140% of current rates
25,001—50,000	145% of current rates
50,000—100,00	150% of current rates
>100,000	175% of current rates
For accounts with meters three (3) inches or larger, or industrial, or wholesale customers who have a separate contract for the purchase of water the adjustment shall be one hundred fifteen (115) percent of current volumetric rates.	

(4) *Stage four:* If the overall water remaining is below fifty (50) percent and the weighted water supply based on water right is less than sixty-five (65) percent, city council shall declare an emergency and the following water restrictions shall be implemented:

- a. Continue all of the actions as directed in stage three not altered by provisions in stage four.
- b. A total ban on all outdoor landscape and garden watering except using nonpotable water through rain water collection.
- c. All private and public pools shall be closed.
- d. No water may be added to an indoor or outdoor pool or hot tub unless necessary to maintain the water purification system or to maintain the structural integrity of the pool or hot tub.
- e. Water shall not be used in or related to a chemical lawn treatment.
- f. Any person violating any of the stage four restrictions shall be subject to the following fine schedule:

First offense.....	\$100.00
Second offense.....	200.00
Third offense.....	400.00
Fourth offense.....	500.00
Fifth or more offense..	500.00

g. The goal of the stage four restrictions is to reduce water consumption to less than four and one-quarter (4.25) million gallons per day. If the restrictions do not reduce water consumption below this threshold, then council may pass a resolution to enact the stage four emergency water rates as follows:

Stage Four Emergency Water Rate Adjustment

For accounts with meters smaller than three (3) inches.	
Usage (gallons)	Adjustment on volumetric rates
0—2,000	100% of current rates
2,001—10,000	110% of current rates
10,001—25,000	160% of current rates
25,001—50,000	165% of current rates
>50,000—100,000	170% of current rates
>100,000	200% of current rates
For accounts with meters three (3) inches or larger, or industrial, or wholesale customers who have a separate contract for the purchase of water the adjustment shall be one hundred thirty (130) percent of current volumetric rates.	

- (5) The following exemptions apply to stage one, stage two, stage three and stage four restrictions, allowing water use as follows:
 - a. The use of water necessary to protect the health, safety or welfare of the public;
 - b. Necessary use of water for repair of a water distribution facility, flushing or cleaning of an existing in-service water or sewer line(s), or flushing of existing in service residential or commercial plumbing lines;
 - c. Use of water, other than for landscape irrigation, necessary to meet express requirements of federal, state, or local permits related to land development or capital projects that include but not limited to roadway base preparation, dust control, maintenance of trees subject to preservation restrictions or requirements, concrete or asphalt work or modification or construction of improvements;
 - d. Necessary washing or sanitizing to prevent public health or disease transmission risk associated with liquid, solid, or particulate residue in or on vehicles, containers, or equipment lawfully used to maintain, process, or transport food, perishables, garbage, liquid, or solid waste, organic materials or recyclables;
 - e. Water use immediately necessary for or relating to firefighting, fire prevention, or fire suppression activity or operations conduction because of actual risk to the public or environmental health, safety, or welfare, life, or property associated with the presence of an uncontrolled fire approaching any person or property.
- (6) Each stage will remain in effect until the water supply reaches a level outside of the range indicated for the stage and there is an expectation that the water supply will remain above said threshold for a reasonable period of time.
- (7) Any person aggrieved by the terms of a resolution may appeal to the city manager or his designee, who may grant an exemption, wholly or in part, if compliance would create an immediate threat to the person's health or safety or create an undue hardship for a business. The decision of the city manager or his designee may be appealed by written notice to the city council, though the terms of the resolution shall remain in effect during the appeal period.
- (8) Any excess revenue received through the emergency rate volumetric adjustment shall be reserved in a fund designated for

capital improvements to the water distribution, treatment or water supply system.

(Ord. No. 3569, § 1, 4-3-23; Ord. No. 3577, § 1, 10-2-23)

Sec. 20-108. Resolution publication or issuance.

(a) Resolutions authorized by section 20-107 shall be published in a newspaper of general circulation in the city. The terms of the resolution shall be in full force and effect upon publication. Substantial compliance with this section is sufficient to affect the resolution.

(b) Whenever a sudden or unexpected event so reduces the availability of water or water pressure as to create an immediate threat to public health or safety, the mayor may issue an appropriate proclamation and notice of the proclamation may be given by reasonable means, including electronic means. The emergency shall be in full force and effect upon such notice; provided that if any such means is other than that required in subsection (a), the proclamation shall be republished in accordance with subsection (a) within twenty-four (24) hours of the first notice.

(Ord. No. 3569, § 1, 4-3-23; Ord. No. 3577, § 1, 10-2-23)

Sec. 20-109. Resolution duration.

Such resolution shall continue and the terms of the resolution shall be in effect until such time as it is repealed by the city council.

(Ord. No. 3569, § 1, 4-3-23; Ord. No. 3577, § 1, 10-2-23)

Secs. 20-110—20-125. Reserved.

ARTICLE III. WASTEWATER SYSTEMS

DIVISION 1. GENERALLY

Sec. 20-126. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings

CODE COMPARATIVE TABLE

Ord. No.	Adoption Date	Subject in this Code	Section		Section in this Code
3549	10- 4-2021	Water rates			20-56(a)(2)
3550	11- 1-2021	Use tax	1—22	Added	18-171—18-191
3551	2- 7-2022	Closing a portion of right-of-way			
3552	4- 4-2022	Amending employee retirement system			
3553	4- 4-2022	Water and wastewater rates, billing and fees			20-56, 20-57
					20-251
3554	4- 4-2022	Garbage and trash			8-122—8-124
3555	5- 2-2022	Sidewalks	1	Added	17-61—17-63
3556	5-23-2022	Bonds			
3557	6- 6-2022	Closing of a portion of utility easement			
3558	7- 5-2022	Amends land use and zoning map			
3559	9- 6-2022	Keeping of dogs and cats restricted			3-25
3560	9- 6-2022	Public nuisances and property enhancement			11-3, 11-4
3561	10- 3-2022	Amends land use and zoning map			
3562	11- 7-2022	Granting a non-exclusive permit to Dobson Technologies, Inc			
3563	11- 7-2022	Hudson Lake Water Reservoir	1		13-16(5)
3564	12- 5-2022	Closing of a portion of utility easement			
3565	1-3-2023	Soil erosion and sediment control	1(Exh. A)		App. A, § 7.4.9
3566	3- 6-2023	Granting a non-exclusive franchise			
3567	3- 6-2023	Amends land use and zoning map			
3568	3- 6-2023	Sewer use pretreatment standards			20-156.0—20-156.3
					20-158.0—20-158.4
					20-160.0—20-160.3
					20-162.0—20-162.7
3569	4- 3-2023	Water shortages	1	Rpld Added	20-106—20-113 20-106—20-109

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Ord. No.	Adoption Date	Subject in this Code	Section		Section in this Code
3570	4- 3-2023	Ward boundaries			
3571	4- 4-2023	Equal access to housing			12-179—12-182
3572	7- 3-2023	Special election proclamation			
3573	9- 5-2023	Closing of a portion of utility easement			
3574	10- 2-2023	Closing of a portion of utility easement			
3575	10- 2-2023	Amends land use and zoning map			
3576	10- 2-2023	Flood prevention and control			7-17(f)
3577	10- 2-2023	Water shortages	1		20-106—20-109
3578	10- 2-2023	Equal access to housing	1		12-179 12-185
3579	11-20-2023	Authorizing issuance of bonds			
3580	12- 4-2023	Amends land use and zoning map			
3581	6- 1-2023	Keep Bartlesville Beautiful Ordinance	1—8	Added	2-164—2-165.6
3582	12- 4-2023	Garbage and trash		Rpld	8-16, 8-17 8-31—8-47 8-61—8-70 8-81—8-93 8-101—8-109 8-121—8-128 8-141—8-146 8-161 8-171, 8-172 8-181—8-183 8-191-8-204
				Added	8-16, 8-17 8-31—8-47 8-81—8-93 8-101—8-109 8-121—8-128 8-141—8-146 8-161 8-171, 8-172 8-181—8-183 8-191-8-204
3583	1- 2-2024	Amends land use and zoning map			

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I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to approve a service agreement between Tri County Technology Center and the Bartlesville Police Department, a department of The City of Bartlesville, an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution (“City of Bartlesville”).

Attachments:

Service Agreement

II. STAFF COMMENTS AND ANALYSIS

The Bartlesville Police Department believes this service agreement is needed to provide a satellite office /substation and training classroom on the east side of the City of Bartlesville. The Bartlesville Police Department agrees to pay \$120.00, annually (\$10.00 per month) and provide one school resource officer annually at no cost to Tri County Technology Center.

III. RECOMMENDED ACTION

Staff recommends that Council review and approve service agreement between Tri County Technology Center and the Bartlesville Police Department, a department of The City of Bartlesville, an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution (“City of Bartlesville”).

SERVICE AGREEMENT
2024-2025
Tri County Tech and CITY OF BARTLESVILLE

This AGREEMENT, by and between the Tri County Tech (hereinafter "TCT") and the CITY OF BARTLESVILLE, OKLAHOMA, a municipal corporation, (hereinafter "City")

WHEREAS, TCT is a technology center agreeing to share the cost of policing services specifically addressing law enforcement and community oriented policing services on TCT property, and

WHEREAS, TCT is desirous of contracting with the City to provide policing services in the interest of public and school safety through promotion of positive influences and mentorship of the youth in an educational environment.

WHEREAS, TCT and the City are desirous of having one (1) uniformed police officer (hereinafter referred to as School Resource Officer, or SRO) assigned to the described policing duties on TCT property during those days/times when TCT is in session and/or any other days/times agreed upon through TCT and City.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the parties agree as follow:

Section I **SERVICE AND RESPONSIBILITIES**

- A. The City shall:
1. Provide one uniformed officer to work as their primary assignment /duties in SRO capacity on TCT property during date/times that TCT is in session (year-round) unless the SRO is absent due to illness, or other leave time deemed unavailable without prior notice.
 2. Provide other routine policing services to TCT as needed in the absence of, or during dates/times an SRO is unavailable, or as required for policing assistance to the SRO's.
 - a. SRO will make every effort to schedule vacation/holiday time off in conjunction with those dates/times that school is not in session. However, if such time off is granted by the City to an SRO every effort will be made to give advanced notification to TCT.
 - b. During dates/times of illness and/or other unavailable leave time the City, through the Bartlesville Police Department Patrol Division will assume any routine policing services in the absence of the SRO. During such dates/times a uniformed police officers will not be specifically assigned to the SRO position unless otherwise-deemed necessary by the police department administration.
 3. The City shall equip the one SRO appropriately as deemed necessary by the City for policing duties to include police vehicle, weapons, uniforms, police badge, other required police credentials, etc.
 4. The City reserves the right to recall the SRO in cases of emergency, natural disaster, or other manpower shortage and make available for assignment elsewhere as deemed appropriate and at the discretion of the Bartlesville Police Department administration.
 - a. The City will resume SRO duties as described herein once the emergency, natural disaster, or other manpower shortage has been resolved and/or ended.

**SERVICE AGREEMENT
2023-2024
Tri County Tech and CITY OF BARTLESVILLE**

5. The City reserves the right to end this contractual agreement with TCT at anytime with at least 90 days advanced notice.
- B. TCT shall:
1. TCT will provide office space/equipment as deemed necessary for one SRO and at the discretion of TCT.
 2. TCT Shall give at least ^{DAYS 90} 90 advanced notice of intent to end this contractual agreement with the City. _^

Section II TERM OF AGREEMENT

This Agreement shall be in effect as of July 1, 2024 and shall remain in full force and effect until June 30, 2025.

This Agreement shall automatically renew upon the same terms and conditions set out herein unless either party notifies the other in writing on or before ninety days prior to the expiration date that it intends to terminate this agreement, or that amendment of the same if desired.

Section III FEES

In payment for providing one School Resource Officer (SRO) by the City pursuant to section I of this agreement, TCT agrees:

- A. Lease the Strategy Center Building to the City the sum of \$120.00, annually (\$10.00 per month) and providing one (1) School Resource Officer annually at no cost to TCT.
1. BPD will pay TCT annually the sum due for the lease agreement and one (1) SRO services provided unless either party desires to end the contractual agreement as set forth herein.
 2. Annual payment will be made using the City fiscal year every July through the following June.
 3. It is understood by both TCT and City that the SRO position will be filled at the beginning of this agreement.

Entered into this 13th day of June, 2024

Tri County Tehcnology Center:

[Signature] 6.13.24
Clerk Date

[Signature] 6.13.24
School Board President Date

Attest, City of Bartlesville

City Clerk Signature

Mayor Signature

Date

City Seal

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to approve a lease agreement between Tri County Technology Center (Landlord) and the Bartlesville Police Department (Tenant), a department of The City of Bartlesville, an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution (“City of Bartlesville”).

Attachments:

Lease Agreement

II. STAFF COMMENTS AND ANALYSIS

The Bartlesville Police Department believes this lease agreement is needed to provide a satellite office/substation and training classroom on the east side of the City of Bartlesville. The Bartlesville Police Department (Tenant) agrees to pay \$10 per month for a total of \$120.00.

III. RECOMMENDED ACTION

Staff recommends that Council review and approve the lease agreement between Tri County Technology Center (Landlord) and the Bartlesville Police Department (Tenant), a department of The City of Bartlesville, an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution (“City of Bartlesville”).

LEASE AGREEMENT

This **LEASE AGREEMENT** ("Agreement") is made this 13th day of June, 2024, by and between **TRI COUNTY TECHNOLOGY CENTER** ("Landlord") and the **CITY OF BARTLESVILLE, OKLAHOMA** ("Tenant").

RECITALS :

A. Landlord is the owner of the Tri County Technology Center Bartlesville Campus located at 6101 Nowata Road, Bartlesville, Oklahoma ("Campus"). Tenant desires to lease office space on the Campus from the Landlord for the purpose of providing a satellite office to the Bartlesville Police Department. The total space to be leased shall consist of 8 offices, one storage room, 2 classrooms, and access to the building's common areas and parking lots (the "Leased Premises"). The Leased Premises are further described and depicted on the floor plan attached hereto as Exhibit "A".

B. Upon the terms and conditions herein stated, Landlord desires to lease existing office space to Tenant and Tenant desires to lease the office space from Landlord.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and intending to be legally bound, the parties hereto agree as follows:

1. **Lease.** Upon the terms and conditions hereinafter stated, Landlord hereby leases the Leased Premises described above to Tenant and Tenant hereby leases the Leased Premises from the Landlord. The Landlord reserves the right to relocate the Leased Premises to comparable space on the Campus, provided the Landlord pays any expenses associated with relocation.

2. **Term and Renewal.** The term of this Agreement begins on the date of execution and ends on June 30, 2025, unless terminated at an earlier date as provided herein. Upon the termination of this Agreement, by lapse of time or otherwise, Tenant agrees to surrender possession of the Leased Premises to Landlord in good condition and repair, subject to ordinary wear and tear and subject to damage caused by fire or other casualties. This Agreement may be renewed for additional one (1) year periods (running from July 1 to June 30) by mutual ratification of renewal by the governing boards of Landlord and Tenant.

3. **Rental.** For the use and possession of the Leased Premises, Tenant agrees to pay Landlord rent in the amount \$10 per month. The rental amount is subject to change upon mutual agreement for any renewal period. The Landlord will invoice the Tenant for the rent on a semi-annual basis at the end of each six-month period and Tenant agrees to pay such invoice promptly upon receipt. Invoicing and payment schedule may be changed by mutual agreement between the parties. As additional consideration for the lease of the Leased Premises, Tenant agrees to provide a regular police presence on the Campus and to park its marked police cars on the Campus' East and Bartlesville Development Center parking lots.

4. **Use.** The space will be used by Tenant for the purpose of providing office and meeting space for Tenant's police officers and for no other purpose. Tenant specifically agrees that it will not use the Leased Premises for the detention of prisoners or for the storage of weapons and ammunition. Tenant agrees that its operations in the office space will be in full and strict compliance with the requirements of applicable state, municipal, and federal laws, rules, and regulations. In the event that Landlord reasonably determines that Tenant is not complying with the provisions of this Agreement concerning the nature and character of the operation, Landlord shall give Tenant written notice. If Tenant fails to correct deficiencies in the operation within fifteen (15) days after receipt of Landlord's notice, Landlord shall have the right to terminate this Agreement; provided, however, if the deficiency is of a nature which cannot be reasonably expected to be cured within fifteen (15) days, Tenant shall commence appropriate curative action within such fifteen (15) day period and carry such curative action forward diligently until completing such curing, and in the event of such curing, in accordance with the provisions of this sentence, Landlord shall not have the right to terminate except as otherwise provided in this Agreement.

5. **Alterations, Additions or Improvements.** Landlord agrees to provide reasonable office furniture for the Leased Premises. Landlord shall have no other obligation to provide equipment or to perform other work of any nature to make the Leased Premises ready for Tenant's use at any time during the Term of this Agreement. Tenant has inspected the Leased Premises with these considerations in mind and accepts the same in its present condition.

No alterations, additions, or improvements to the office space may be made by Tenant without the written consent of the Landlord. Tenant must submit a written proposal to the Landlord and receive written approval from the Landlord before beginning any alteration, addition, or improvement.

6. **Utilities and Custodial Services.** Landlord shall provide, at Landlord's expense, normal utility services, including water, heating and air conditioning, sewer, refuse disposal, and electricity. Routine custodial services will be provided by Landlord, at Landlord's expense, for the Leased Premises on a daily basis after normal operation hours.

7. **Liability Insurance.** Tenant shall furnish Landlord with a certificate of public liability insurance providing at least One Million Dollars (\$1,000,000) of combined single limit coverage. Tenant's insurance will be primary over any liability insurance of Landlord. The certificate shall provide for at least ten (10) days' written notice to Landlord before cancellation of the policy or reduction of the coverage for any reason, including nonpayment of the premium. Tenant agrees to maintain the above insurance coverage in force and effect during the entire term of this Agreement. All property of Tenant at the office space shall be there at Tenant's sole risk and Landlord will not be liable for any loss, theft, damage, destruction of, vandalism to, or disappearance of Tenant's property at the office space from any cause or event.

8. **Indemnification.** Tenant shall, to the extent permitted by law, indemnify and hold the Landlord harmless from and against all liabilities, obligations, damages, claims or actions, and from all associated costs, including reasonable attorneys' fees, arising from or related to the Tenant's use and occupancy of the Leased Premises, whether or not created by the Tenant. If any such action or proceeding is brought against the Landlord, the Tenant, upon written notice from the Landlord, shall at Tenant's sole cost and expense, resist or defend the same through counsel satisfactory to Landlord. This indemnity is supplemental to, and not in lieu of, the insurance required of Tenant. The parties acknowledge that each are subject to the provisions of the Government Tort Claims Act (Okla. Stat. tit. 51, Sec 151 et. seq.).

9. **Damage by Fire or Other Casualty.** If the Leased Premises are destroyed or substantially damaged by fire or other casualty, either Tenant or Landlord can terminate this Lease. The office space shall be deemed to be "substantially damaged" if Tenant's use and occupancy is adversely affected and if, by the exercise of reasonable diligence on the part of the contractor or contractors involved, such damage could not be reasonably expected to be repaired within one (1) month after the occurrence of such damage.

10. **Notices.** Any notices required or contemplated under this Agreement shall be addressed to the parties as follows:

If to the District: Tammie Strobel, Superintendent
Tri County Tech
6101 Nowata Road
Bartlesville, OK

If to the Tenant: Jason Muninger, City Clerk
City of Bartlesville
401 S. Johnstone
Bartlesville, OK 74003

All notices shall be sent certified mail, return receipt requested. Notices mailed in accordance with the foregoing shall be deemed to have been delivered five (5) days after deposit in the U.S. Mail.

11. **Tenant's Default.** Tenant's failure to perform any obligation to Landlord arising under this Agreement within thirty (30) days after notice from Landlord, specifying with particularity the obligation in which Landlord claims that Tenant is in default. Upon the occurrence of an uncorrected event of default, after notice and opportunity to cure aforesaid, Landlord shall have the right to terminate this Agreement and Tenant's rights hereunder, including the right to occupy the office space. Tenant may terminate this Agreement for any reason upon thirty (30) days' written notice to Landlord.

12. **Non-Discrimination.** Tenant agrees that it will not discriminate on the basis of race, color, religion, age, national origin, genetic information, gender, sexual orientation, or handicapped condition in the conduct of Tenant's programs conducted on the Landlord's property and in the office space.

13. **Risk of Loss.** Landlord shall have no responsibility for any loss of, damage to, or destruction or disappearance of any of Tenant's property, whether on Landlord premises or in the Leased Premises, and Tenant assumes the risk of any and all such loss. Tenant understands that Landlord does not and will not maintain any insurance covering Tenant's property. Tenant waives any right of subrogation on behalf of its insurance carrier against Landlord for any loss of, damage to, or destruction or disappearance of Tenant's property, whether occurring on Landlord's premises or in the Leased Premises.

14. **Venue / Governing Law.** The laws of the State of Oklahoma shall govern this Agreement. Any dispute between the parties arising out of this Agreement shall be brought in the Landlord Court of Washington County, Oklahoma or the United States District Court for the Northern District of Oklahoma, if federal court jurisdiction exists.

15. **Approvals and Consents.** In all instances in this Agreement in which any matter is subject to the agreement of both parties or to the approval or consent of either party, both parties agree that such approval or consent will not be unreasonably withheld, conditioned, or delayed.

16. **Miscellaneous.** This instrument represents the entire understanding between the parties hereto concerning the subject matter hereof and may be modified only by the mutual written agreement of the parties. This Agreement shall be binding upon the parties and their respective successors and assigns. Time is the essence of the obligations of the parties herein. Tenant shall not advertise or represent that Tenant is sponsored by or affiliated with Landlord.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the date first above written.

TRI COUNTY TECHNOLOGY CENTER CITY OF BARTLESVILLE, OKLAHOMA

By President, Board of Education

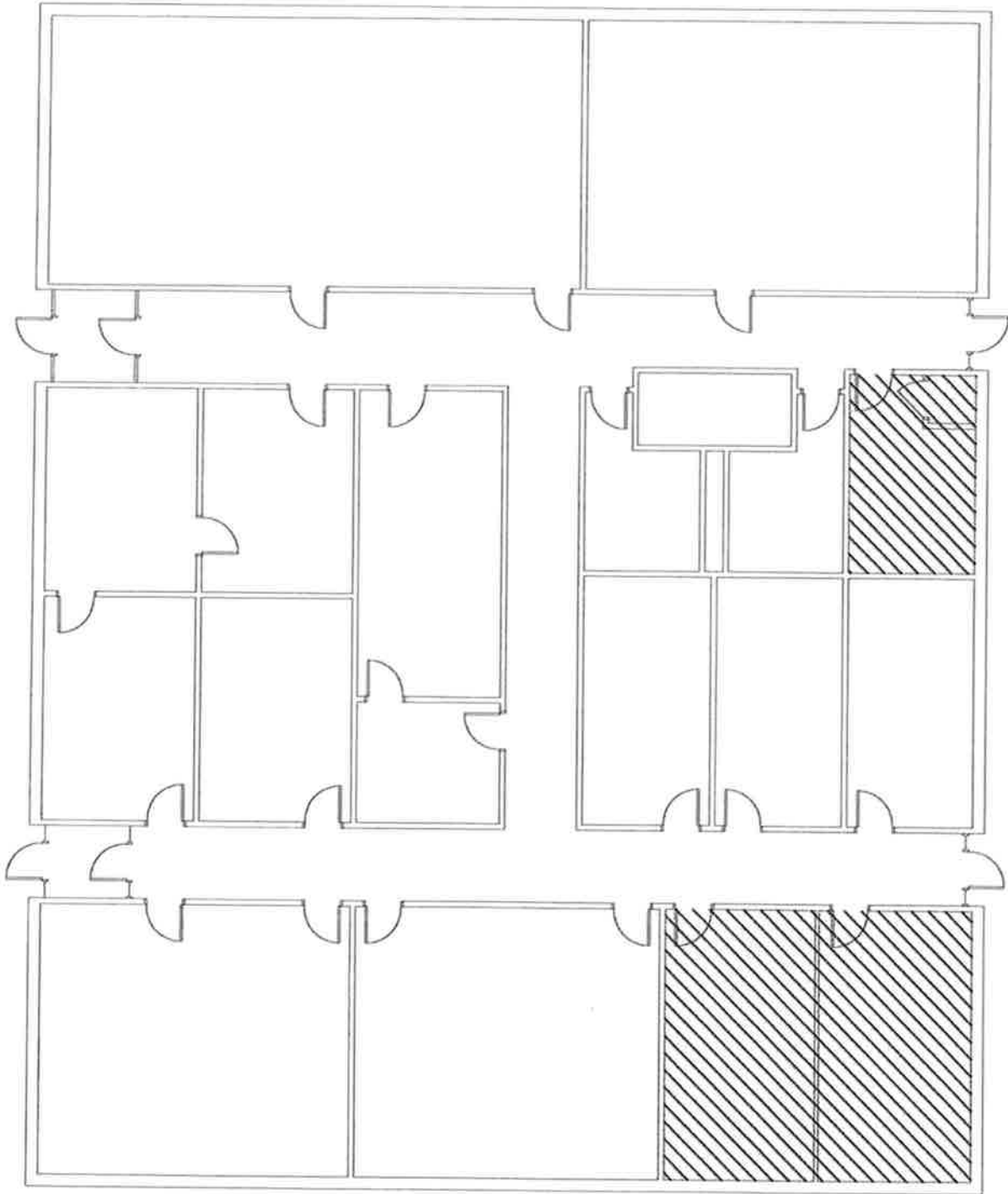


By Mayor, "Landlord", "Tenant",

Attest _____

Clerk

Exhibit 'A'



Note: Shaded areas
not in lease



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to approve a service agreement between Axon Enterprise Inc. and the Bartlesville Police Department, a department of The City of Bartlesville, an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution (“City of Bartlesville”).

Attachments:

Axon Enterprise Inc. Service Agreement for Body Cameras
Axon Master Services and Purchase Agreement for Customer

II. STAFF COMMENTS AND ANALYSIS

The Bartlesville Police Department believes this service agreement is needed to provide an upgrade to our current body camera system, which is starting to become outdated and not working as efficiently as needed. This is a five-year service agreement for a total of \$185,238.00 with a standard termination clause stating “If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.”

III. RECOMMENDED ACTION

Staff recommends that the Council review and approve the service agreement between Axon Enterprise Inc. and the Bartlesville Police Department, a department of The City of Bartlesville, an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution (“City of Bartlesville”).



Axon Enterprise, Inc.
 17800 N 85th St
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-572349-45463.812MD

Issued: 06/20/2024



Quote Expiration: 07/05/2024

Estimated Contract Start Date: 12/01/2024

Account Number: 146523

Payment Terms: N30

Delivery Method:

SHIP TO		BILL TO	
Bartlesville Police Department - OK 615 S Johnstone Ave Bartlesville, OK 74003-4631 USA	Bartlesville Police Department - OK 401 S Johnstone Ave Bartlesville OK 74003-6656 USA Email:		

SALES REPRESENTATIVE		PRIMARY CONTACT	
Matthew Dufford Phone: 7074802550 Email: mdufford@axon.com Fax:	Kevin Ickleberry Phone: (918) 338-4020 Email: krickleb@cityofbartlesville.org Fax:		

Quote Summary

Program Length	60 Months
TOTAL COST	\$185,238.00
ESTIMATED TOTAL W/ TAX	\$185,238.00

Discount Summary

Average Savings Per Year	\$23,684.40
TOTAL SAVINGS	\$118,422.00

Payment Summary

Date	Subtotal	Tax	Total
Nov 2024	\$30,327.12	\$0.00	\$30,327.12
Nov 2025	\$38,727.72	\$0.00	\$38,727.72
Nov 2026	\$38,727.72	\$0.00	\$38,727.72
Nov 2027	\$38,727.72	\$0.00	\$38,727.72
Nov 2028	\$38,727.72	\$0.00	\$38,727.72
Total	\$185,238.00	\$0.00	\$185,238.00

Quote Unbundled Price: \$303,660.00
 Quote List Price: \$185,280.00
 Quote Subtotal: \$185,238.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
M00003	BUNDLE - ACQUISITION	50	60	\$92.54	\$53.08	\$53.08	\$159,240.00	\$0.00	\$159,240.00
A la Carte Software									
ProLicense	Pro License Bundle	10	60		\$43.40	\$43.33	\$25,998.00	\$0.00	\$25,998.00
Total							\$185,238.00	\$0.00	\$185,238.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - ACQUISITION	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	50	1	11/01/2024
BUNDLE - ACQUISITION	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	1	11/01/2024
BUNDLE - ACQUISITION	100206	AXON BODY 4 - DOCK - EIGHT BAY	6	1	11/01/2024
BUNDLE - ACQUISITION	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	55	1	11/01/2024
BUNDLE - ACQUISITION	11507	AXON BODY - MOUNT - RAPIDLOCK SINGLE MOLLE	55	1	11/01/2024
BUNDLE - ACQUISITION	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	6	1	11/01/2024
BUNDLE - ACQUISITION	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	6	1	11/01/2024
BUNDLE - ACQUISITION	73309	AXON BODY - TAP REFRESH 1 - CAMERA	51	1	05/01/2027
BUNDLE - ACQUISITION	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	7	1	05/01/2027

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - ACQUISITION	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	50	12/01/2024	11/30/2029
BUNDLE - ACQUISITION	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	50	12/01/2024	11/30/2029
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	30	12/01/2024	11/30/2029
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	10	12/01/2024	11/30/2029

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - ACQUISITION	80464	AXON BODY - TAP WARRANTY - CAMERA	50	11/01/2025	11/30/2029
BUNDLE - ACQUISITION	80464	AXON BODY - TAP WARRANTY - CAMERA	1	11/01/2025	11/30/2029
BUNDLE - ACQUISITION	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	7	11/01/2025	11/30/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	615 S Johnstone Ave	Bartlesville	OK	74003-4631	USA

Payment Details

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Nov 2024	M00003	BUNDLE - ACQUISITION	50	\$26,070.73	\$0.00	\$26,070.73
Year 1	ProLicense	Pro License Bundle	10	\$4,256.39	\$0.00	\$4,256.39
Total				\$30,327.12	\$0.00	\$30,327.12

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Nov 2025	M00003	BUNDLE - ACQUISITION	50	\$33,292.32	\$0.00	\$33,292.32
Year 2	ProLicense	Pro License Bundle	10	\$5,435.40	\$0.00	\$5,435.40
Total				\$38,727.72	\$0.00	\$38,727.72

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Nov 2026	M00003	BUNDLE - ACQUISITION	50	\$33,292.32	\$0.00	\$33,292.32
Year 3	ProLicense	Pro License Bundle	10	\$5,435.40	\$0.00	\$5,435.40
Total				\$38,727.72	\$0.00	\$38,727.72

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Nov 2027	M00003	BUNDLE - ACQUISITION	50	\$33,292.32	\$0.00	\$33,292.32
Year 4	ProLicense	Pro License Bundle	10	\$5,435.40	\$0.00	\$5,435.40
Total				\$38,727.72	\$0.00	\$38,727.72

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Nov 2028	M00003	BUNDLE - ACQUISITION	50	\$33,292.32	\$0.00	\$33,292.32
Year 5	ProLicense	Pro License Bundle	10	\$5,435.40	\$0.00	\$5,435.40
Total				\$38,727.72	\$0.00	\$38,727.72

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

6/20/2024





Master Services and Purchasing Agreement for Customer

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the customer listed below or, if no customer is listed below, the customer on the Quote attached hereto ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services, including but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront yearly basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Customer's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one (1) year hardware warranty through the extended warranty term purchased.

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- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.
- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
- 7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.
- 7.5.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.
- 7.5.2. Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately



upon notice to the Customer.

8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.
9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Customer's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Customer or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
15. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Customer or an Customer end user; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
 - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 16.2. **By Customer.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.
 - 16.3. **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon

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Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18. **General.**

- 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.
- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.
- 18.10. **Governing Law.** The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 18.12. **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at <https://www.axon.com/sales-terms-and-conditions>, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.



Master Services and Purchasing Agreement for Customer

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

CUSTOMER:

Axon Enterprise, Inc.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Axon Cloud Services Terms of Use Appendix

1. **Definitions.**

- a. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
 - b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Customer. Evidence is a subset of Customer Content.
 - c. **"Non-Content Data"** is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
 - d. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
 - e. **"Provided Data"** means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
 - f. **"Transformed Data"** means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("TASER Data"). Customer may not upload non-TASER Data to Axon Evidence Lite.
3. **Customer Owns Customer Content.** Customer controls and owns all right, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence management systems or records.
5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content; (b) ensuring no Customer Content or Customer end user's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Cloud Services.
- a. Customer will also maintain the security of end usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.



Master Services and Purchasing Agreement for Customer

6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Customer, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Customer is prohibited from storing data for other law enforcement agencies; and (iii) Customer may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Customer Content created by Axon Devices or Evidence.com.

9. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Customer Content remains with Customer.
10. **Suspension.** Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.
11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services.
12. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. **The Data Science report is provided "as is" and without any warranty of any kind.**

In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

13. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 bundle. During Customer's Axon Records Subscription Term, if any, Customer will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

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- a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")
 - b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
 - c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Customer purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Customer.
 - d. Users of Axon Records at the Customer may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.
14. **Axon Cloud Services Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- a. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - b. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - d. use Axon Cloud Serves as a service bureau, or as part of an Customer infrastructure as a service;
 - e. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - f. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - g. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - h. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
15. **Axon Narrative.** AI-Assisted Report Writing feature. Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.
16. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
17. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
18. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud



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Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.

19. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.



Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



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Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

- Utilization of Services.** Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
- Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full Service options include:

<p>System set up and configuration</p> <ul style="list-style-type: none"> Instructor-led setup of Axon View on smartphones (if applicable) Configure categories and custom roles based on Customer need Register cameras to Customer domain Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access One on-site session included
<p>Dock configuration</p> <ul style="list-style-type: none"> Work with Customer to decide the ideal location of Docks and set configurations on Dock Authenticate Dock with Axon Evidence using admin credentials from Customer On-site assistance, not to include physical mounting of docks
<p>Best practice implementation planning session</p> <ul style="list-style-type: none"> Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management Provide referrals of other agencies using the Axon camera devices and Axon Evidence Recommend rollout plan based on review of shift schedules
<p>System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence</p>
<p>Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations</p>
<p>Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies</p>
<p>End user go-live training and support sessions</p> <ul style="list-style-type: none"> Assistance with device set up and configuration Training on device use, Axon Evidence, and Evidence Sync
<p>Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>
<p>Post go-live review</p>

- Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

<p>System set up and configuration (Remote Support)</p>
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<ul style="list-style-type: none"> • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Customer need • Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration <ul style="list-style-type: none"> • Work with Customer to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual)**. Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration <ul style="list-style-type: none"> • Configure Axon Evidence categories & custom roles based on Customer need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout
Best practice implementation planning session to include: <ul style="list-style-type: none"> • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training <ul style="list-style-type: none"> • Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. • For the CEW Full Service Package: Training for up to 3 individuals at Customer • For the CEW Starter Package: Training for up to 1 individual at Customer
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review For the CEW Full Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.

6. **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW



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Smart Weapons that Customer is replacing with newer Smart Weapon models.

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon VR headset content
- Configure Customer settings based on Customer need
- Troubleshoot IT issues with Axon VR headset

Axon instructor training (Train the Trainer)

Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer's requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure Customer settings based on Customer need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

- Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.
- Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

12. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon

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personnel to Customer premises as work hours.

13. **Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.
14. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it
15. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("Acceptance Form") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Customer to have accepted the professional services.
16. **Customer Network.** For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.



Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("OSP"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("OSP Term").
4. **TAP BWC Upgrade.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon body-worn camera ("BWC Upgrade") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon dock.
5. **TAP Dock Upgrade.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("Dock Upgrade"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon dock bay configuration unless a new Axon dock core is required for BWC compatibility. If Customer originally purchased a single-bay Axon dock, the Dock Upgrade will be a single-bay Axon dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon dock, the Dock Upgrade will be a multi-bay Axon dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination.** If Customer's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.



TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7/10, OSP 7/10, OSP Plus, or OSP 7/10 Plus Premium purchase from Axon, if applicable.

- 1. Duty Cartridge Replenishment Plan. If the Quote includes "Duty Cartridge Replenishment Plan", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. Training. If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion however Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other device or service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. Extended Warranty. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. Trade-in. If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

Table with 2 columns: Customer Size, Days to Return from Start Date of TASER 10 Subscription. Rows include: Less than 100 officers (60 days), 100 to 499 officers (90 days), 500+ officers (180 days).

- 5. TASER Device Subscription Term. The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
6. Access Rights. Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices devices during the TASER Device Subscription Term. Customer may not exceed the number of end users the Quote specifies.
7. Customer Warranty. If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement Customer transfer under the Gun Control Act of 1968.
8. Purchase Order. To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. Apollo Grant (US only). If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. Termination. If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
10.2. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriations, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of



termination.

10.3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.



Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.
2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Customer Responsibilities.** Axon's performance of Auto-Tagging Services requires Customer to:
 - 4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.



Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. Customer Responsibilities.

- 1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 Axon Fleet 3 or a future Fleet iteration (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.
- 1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Customer vehicles. Customer is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.

2. **Cradlepoint.** If Customer purchases Cradlepoint Enterprise Cloud Manager, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly.

3. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. **Wireless Offload Server.**

- 4.1. **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("WOS"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
- 4.2. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
- 4.3. **Updates.** If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("WOS Updates") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
- 4.4. **WOS Support.** Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

5. **Axon Vehicle Software.**

- 5.1. **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software.") "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
- 5.2. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.



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6. **Acceptance Checklist.** If Axon provides services to Customer pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
7. **Axon Fleet Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Customer with the same or like model of Fleet hardware ("Axon Fleet Upgrade") as scheduled on the Quote.
 - 7.1. If Customer would like to change models for the Axon Fleet Upgrade, Customer must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
 - 7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
8. **Axon Fleet Termination.** Axon may terminate Customer's Fleet subscription for non-payment. Upon any termination:
 - 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
 - 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
 - 8.3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term.** If Customer purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.
3. **Axon Body LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.
4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.
5. **Axon Respond Service Limitations.** Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. **With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.**
6. **Termination.** Upon termination of this Agreement, or if Customer stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.



Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Customer.
 - 1.1. If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Customer, or (2) first day of the month following the Effective Date.
 - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Community Request Storage.** For Axon Community Request, Customer may store an unlimited amount of data submitted through the public portal ("Portal Content"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Customer, Axon will need to store call for service data from Customer's CAD or RMS.



Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Customer purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Customer. If Customer purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Customer.
 - 1.1. If Customer cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customer will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.
3. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.



Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets.** Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/axonvrprivacypolicy>.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.



Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included on the Quote.

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Customer may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Customer may make copies of Axon Evidence Local for archival purposes only. Axon shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. Customer may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Customer may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
 - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
 - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
 - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
 - 3.5. use trade secret information contained in Axon Evidence Local;
 - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
 - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
 - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Customer is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Customer's right to login to Axon Evidence Local.



Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services is included on the Quote.

1. Definitions.

- 1.1. "API Client" means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.
- 1.2. "API Interface" means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.
- 1.3. "Axon Evidence Partner API, API or Axon API" (collectively "API Service") means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.
- 1.4. "Use" means any operation on Customer's data enabled by the supported API functionality.

2. Purpose and License.

- 2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
- 2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
- 2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. Configuration. Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. Customer Responsibilities. When using API Service, Customer and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. API Content. All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:

- 5.1. the design, structure and naming of API Service fields in all responses and requests;
 - 5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;
 - 5.3. the structure of and relationship of API Service resources; and
 - 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content**. Neither Customer nor its end users will use API content returned from the API Interface to:
- 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.



Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope.** Advanced User Management allows Customer to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.
2. **Advanced User Management Configuration.** Customer will work independently to configure Customer's Advanced User Management for Customer's applicable Use. Upon request, Axon will provide general guidance to Customer, including documentation that details the setup and configuration process.



FUSUS APPENDIX

- 1. **Access.** Upon Axon granting Customer a subscription to FUSUS cloud services in the Quote, Customer may access and use FūsusONE Real Time Interoperability Solution services to for the purpose of viewing and managing Customer Content. Some Customer content contained in Axon's Evidence.com may not be accessible or transferable to the FUSUS cloud services.
- 2. **Product Limits.** The following limitations apply to the below products:

	Lite	Basic	Pro	Enterprise	Enterprise Plus
Total Number of Managed End Points	150	150	500	1500	4500
Max Number of Video Streams Connected	0	150	500	1500	4500
Indefinite Cloud Storage		2TB	5TB	10TB	30TB

Overages may result in additional fees or the need to upgrade products.

- 3. **Disclaimer.** Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and that Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.
- 4. **Data Privacy.** Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics. Customer Content saved in Axon Cloud Services is the sole property of Customer and may not be distributed by Axon to any third parties outside of the Customer's organization without the Customer's expressed written consent.



Axon Channel Services Appendix

This Appendix applies if Customer purchases Axon Channel Service, as set forth on the Quote.

1. Definitions.
 - 1.1. "Axon Digital Evidence Management System" means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.
 - 1.2. "Active Channel" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
 - 1.3. "Inactive Channel" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
2. **Scope.** Customer currently has a third-party system or data repository from which Customer desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Customer's third-party data into an Axon Digital Evidence Management System or the transfer of Customer data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Customer Content. Customer is responsible for verifying all necessary data is migrated correctly and retained per Customer policy.
3. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
4. **Purpose and Use.** Customer is responsible for verifying Customer has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Customer is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Customer's network and systems to perform the Services described in the Channel Services SOW. Customer is responsible for facilitating this access per all laws and policies applicable to Customer.
5. **Project Management.** Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.
7. **Monitoring.** Axon may monitor Customer's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure from Axon Customer's use of channel services.
8. **Customer's Responsibilities.** Axon's successful performance of the Channel Services requires Customer:
 - 8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
 - 8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Customer (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Customer premises with laptop personal computers and any other materials needed to perform the Channel Services);
 - 8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
 - 8.4. Ensure all appropriate data backups are performed;
 - 8.5. Provide Axon with remote access to the Customer's network and third-party systems when required for Axon to perform the Channel Services;
 - 8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
 - 8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,



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and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).



VIEVU Data Migration Appendix

This Appendix applies if Customer purchases Migration services, as set forth on the Quote.

1. **Scope.** Customer currently has legacy data in the VIEVU solution from which Customer desires to move to Axon Evidence. Axon will work with Customer to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Customer and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Customer resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Customer's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.
 - 1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Customer. The Migration SOW will provide further detail.
2. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
3. **Project Management.** Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
4. **Downtime.** There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Customer is migrating. Axon will work with Customer to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.
5. **Functionality Changes.** Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.
6. **Acceptance.** Once the Migration is complete, Axon will notify Customer and provide an acceptance form. Customer is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Customer policy. Customer will have ninety (90) days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.
 - 6.1. In the event Customer does not accept the Migration, Customer agrees to notify Axon within a reasonable time. Customer also agrees to allow Axon a reasonable time to resolve any issue. In the event Customer does not provide Axon with a written rejection of the Migration during these ninety (90) days, Customer may be charged for additional monthly storage costs. After Customer provides acceptance of the Migration, Axon will delete all data from the VIEVU solution ninety (90) days after the Migration.
7. **Post-Migration.** After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Customer elects to maintain data within the VIEVU solution, Axon will provide Customer ninety (90) days' notice before ending support for the VIEVU solution.
8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.
9. **Monitoring.** Axon may monitor Customer's use of Migration to ensure quality, improve Axon Devices and Services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure Customer's use of Migration from Axon.

10.

Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("TAM") services, as outlined in the Quote, when the TAM commences work on-site at Customer.

2. **Full-Time TAM Scope of Services.**

2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.

2.2. Customer's Axon sales representative and Axon's Customer Success team will work with Customer to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Customer's needs and availability of a Full-Time TAM.

2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer, and Customer is current on all payments for the Full-Time TAM Service.

2.4. The Full-Time TAM **Service options are listed below:**

Ongoing System Set-up and Configuration

Assisting with assigning cameras and registering docks
Maintaining **Customer's Axon Evidence account**
Connecting Customer to "Early Access" programs for new devices

Account Maintenance

Conducting on-site training on new features and **devices for Customer leadership team(s)**
Thoroughly documenting issues and workflows and suggesting new workflows to improve **the effectiveness of the Axon program**
Conducting weekly meetings to cover current issues and program status

Data Analysis

Providing on-demand Axon usage data to identify trends and insights for improving daily workflows
Comparing **Customer's Axon usage and trends to peers to establish best practices**
Proactively monitoring the health of Axon equipment and coordinating returns when needed

Direct Support

Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices
Proactively monitoring the health of **Axon equipment**
Creating and monitoring **RMAs on-site**
Providing Axon app support
Monitoring and testing new firmware and workflows before they are released to Customer's production environment

Customer Advocacy

Coordinating **bi-annual voice of customer meetings with Axon's Device Management team**
Recording and tracking Customer feature requests and major bugs

3. **Regional TAM Scope of Services**

3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Customer must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.

3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Customer, depending upon the availability of a Regional TAM.

3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer and Customer is current on all payments for the Regional TAM Service.

3.4. The Regional TAM service options are listed below:



Account Maintenance

Conducting remote training on new features and devices for Customer's leadership
Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program

Conducting weekly conference calls to cover current issues and program status

Visiting Customer quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Customer's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices

Direct Support

Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices

Creating and monitoring RMAs remotely

Data Analysis

Providing quarterly Axon usage data to identify trends and program efficiency opportunities

Comparing an Customer's Axon usage and trends to peers to establish best practices

Proactively monitoring the health of Axon equipment and coordinating returns when needed

Customer Advocacy

Coordinating bi-yearly Voice of Customer meetings with Device Management team

Recording and tracking Customer feature requests and major bugs

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
5. **TAM Leave Time.** The TAM will be allowed up seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Customer to coordinate any time off and will provide Customer with at least two (2) weeks' notice before utilizing any vacation days.



Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term.** For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Customer fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Customer.
5. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.
6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.
9. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or

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subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

My90 Terms of Use Appendix

Definitions.

- 1.1. "**My90**" means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.
- 1.2. "**Recipient Contact Information**" means contact information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.
- 1.3. "**Customer Data**" means
 - 1.3.1. "My90 Customer Content" which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.
 - 1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.
 - 1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.
- 1.4. "**My90 Data**" means
 - 1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.
 - 1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.
- 1.5. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- 1.6. "**Processing**" means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- 1.7. "**Sensitive Personal Data**" means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
2. **Access.** Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
3. **IP address.** Axon will not store survey respondents' IP address.
4. **Customer Owns My90 Customer Content.** Customer controls or owns all right, title, and interest in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.



Master Services and Purchasing Agreement for Customer

5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified in Schedule 1 Details of the Processing, to this Appendix.
6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.
7. **Privacy.** Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy>. Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.
8. **Location of Storage.** Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customer, Axon will Process and store Customer Data within the country Customer is based. Ownership of My90 Customer Content remains with Customer.
9. **Required Disclosures.** Axon will not disclose Customer Data that Customer shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.
10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
 - 10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
 - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.
11. **License and Intellectual Property.** Customer grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
12. **Customer Use of Aggregated Survey Response.** Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.
13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.
14. **Assistance with Requests Related to My90 Customer Content.** With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon

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shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
16. **Data Retention.** Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.
18. **Managing Data Shared.** Customer is responsible for:
 - 18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
 - 18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;
 - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;
 - 18.4. Immediately notifying Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;
19. **Prior to enrollment in My90.** Prior to enrolling in My90, Customer will:
 - 19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;
 - 19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and
 - 19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.
20. **Customer Responsibilities.** Customer is responsible for:
 - 20.1. ensuring no My90 Customer Content or Customer end user's use of My90 Customer Content or My90 violates this Agreement or applicable laws;
 - 20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and
 - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to My90. Customer will also maintain the security of end usernames and passwords and security and access by end users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon



immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if account information is lost or stolen.

21. **Suspension.** Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Customer or end user's use of or registration for My90 may (a) pose a security risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.
22. **My90 Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
 - 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
 - 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
 - 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
 - 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
 - 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.



Master Services and Purchasing Agreement for Customer

Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
 - 1.1. Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer may designate members of the community, staff or officers from whom they would like to obtain feedback;
 - 1.2. Creation of custom forms for surveys. Customer may select questions from a list of pre-drafted questions or create their own;
 - 1.3. Distribution of survey via multiple distribution channels such as text message;
 - 1.4. Ability to access and analyze Survey Response. Axon may also provide Customer Aggregated Survey Responses which contain analysis and insights from the Survey Response;
 - 1.5. Direct integrations into information systems including Computer Aided Dispatch ("CAD"). This will enable Customer to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;
 - 1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Customer use. Customer will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Customer to test before they are publicly available;
 - 1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Customer; (2) other Axon Customer; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
 - 1.8. Provide services and materials to engage Customer stakeholders, market the partnership to the public, and facilitate training.



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Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

10. **General.** Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
11. **Attendee/Employee Selection.** Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
12. **Compliance.** It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
13. **Assignability.** Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
14. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
15. **Revocation of Offer.** Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Agreement between the City of Bartlesville and Simply Green Clean LLC for providing cleaning service for City Hall and the Bartlesville Public Library.

Attachments:

Contract for City Hall from Simply Green Clean LLC

Contract for Bartlesville Public Library from Simply Green Clean LLC

II. STAFF COMMENTS AND ANALYSIS

Simply Green Clean LLC will provide all cleaning services and supplies as defined in the attached contracts for City Hall at 401 S Johnstone Ave. and Bartlesville Public Library at 600 South Johnstone Ave.

IV. RECOMMENDED ACTION

Recommend the approval for contract from Simply Green Clean LLC for the City Hall and Bartlesville Public Library.

JANITORIAL CONTRACT

This contract for Janitorial Services is made effective on or before August 8th, 2024, by and between the City of Bartlesville (City Hall) of 401 S. Johnstone Ave., Bartlesville, Oklahoma 74003 and Simply Green Clean LLC of 822 SW Jennings, Bartlesville, Oklahoma 74003.

DESCRIPTION OF SERVICES. Beginning on or before August 8th, 2024 Simply Green Clean LLC will provide to the City Hall janitorial services described in the attached Exhibit (collectively, the "Services").

All services included in this Contract will be completed at 401 S. Johnstone Ave., Bartlesville OK 74003.

MATERIALS AND SUPPLIES. Simply Green Clean LLC shall furnish all materials and equipment necessary to perform the Services described in this Contract with the exception of hand soap, towels, toilet tissue, and any other consumables which are to be supplied by City Hall, who shall maintain an adequate supply of these supplies in the janitorial room of the building.

SUPERVISION. Periodic inspections shall be conducted by the Building Maintenance Supervisor and staff to ensure that all Services are properly performed. To make certain that any problems that may arise will be promptly resolved, The Building Maintenance Supervisor will promptly relay any complaints to Simply Green Clean LLC by phone number 918-860-1812 or email simplygreencleans@yahoo.com.

PAYMENT. Payment shall be made by the City of Bartlesville to the Contractor once per month within 30 days after an invoice is received. The invoices will be due on the first day of each month. During a month where services are completed for part of the month, the monthly fee shall be prorated based on the number of days services were performed during the month. Example; (If 20 cleaning days were possible during the month service would be prorated at \$125 per day for each day cleaning occurred (\$2500/25). The monthly fee for a full month of service is \$2,500.

TERM. This Contract may be terminated by either party upon 30 days' prior written notice to the other party.

INSURANCE. The Contractor is responsible for providing workers' compensation insurance for their employees.

ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of the Contract. This Contract supersedes any prior written or oral agreements between the parties.

SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

City of Bartlesville

Jim Curd, Jr., Vice Mayor

Date

Simply Green Clean LLC

Morgan Shea Dawn Schwarzkopf

Date

JANITORIAL CONTRACT

This contract for Janitorial Services is made effective on or before August 8th, 2024, by and between the City of Bartlesville/Bartlesville Public Library. ("Library") of 401 S. Johnstone Ave., Bartlesville, Oklahoma 74003 and Simply Green Clean LLC of 822 SW Jennings Ave, Apt B, Bartlesville, Oklahoma 74003.

DESCRIPTION OF SERVICES. Beginning on or before August 8th, 2024 Simply Green Clean LLC will provide to the Library janitorial services described in the attached Exhibit (collectively, the "Services").

All services included in this Contract will be completed at 600 S. Johnstone Ave., Bartlesville OK 74003.

MATERIALS AND SUPPLIES. Simply Green Clean LLC shall furnish all materials and equipment necessary to perform the Services described in this Contract with the exception of hand soap, towels, toilet tissue, and any other consumables which are to be supplied by the Library, who shall maintain an adequate supply of these supplies in the janitorial room of the building.

SUPERVISION. Periodic inspections shall be conducted by the Building Maintenance Supervisor and staff to ensure that all Services are properly performed. To make certain that any problems that may arise will be promptly resolved, Library will promptly relay any complaints to Simply Green Clean LLC by phone number 918-860-1812 or email simplygreencleans@yahoo.com.

PAYMENT. Payment shall be made by the City of Bartlesville to the Contractor once per month within 30 days after an invoice is received. The invoices will be due on the first day of each month. During a month where services are completed for part of the month, the monthly fee shall be prorated based on the number of days services were performed during the month. Example; (If 20 cleaning days were possible during the month service would be prorated at \$125 per day for each day cleaning occurred. (\$2500/20). The monthly fee for a full month of service is \$2,500.

TERM. This Contract may be terminated by either party upon 30 days' prior written notice to the other party.

INSURANCE. The Contractor is responsible for providing workers' compensation insurance for their employees.

ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of the Contract. This Contract supersedes any prior written or oral agreements between the parties.

SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

City of Bartlesville

Jim Curd, Jr., Vice Mayor

Date

Simply Green Clean LLC

Morgan Shea Dawn Schwarzkopf

Date

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approve short form contract with Canady Construction to construct a new roof on the Adams Golf Course Pro Shop.

Attachments:

Short Form Contract and Contractor Quotes

II. STAFF COMMENTS AND ANALYSIS

One of the voter-approved discretionary projects included in the 2020 ½ Cent Sales Tax Extension was to provide funding to replace the roof on the north end of the Adams Golf Course Pro Shop. The majority of the flat roofs on the Pro Shop had been replaced with steel hip and gable roof systems. Approximately the north 1/3 of the Pro Shop roof remains as a flat roof and is due for replacement. City staff have reached out to multiple contractors for quotes to construct a roof system similar to what has been installed on the rest of the building. Two contractors were non-responsive and quotes were received from two other contractors. Conley Construction and Canady Construction both provided quotes for a standard steel hip roof system. Canady Construction also provided a quote to extend a covered patio area on the east side of the building in addition to the roof over the building. The quotes are as follows:

Conley Construction – Hip Roof	\$78,900.00
Canady Construction – Hip Roof	\$32,460.00
Canady Construction – Hip Roof with Patio	\$47,820.00

There were some delays in coordinating the contract with Canady Construction. Enough time had lapsed that staff thought it was fair to let Canady update their material costs if necessary. The price of lumber and metal roof material has gone up somewhat since the time of the original quote, but their price is still substantially lower than the other quote from Conley Construction. The change in material costs will add \$3,251.00 to the original quote for the porch option for a total price of \$51,071.00. The quote and contract are set up so that this is a maximum price and final cost could go down based upon actual costs. The City of Bartlesville contracted with Canady Construction to replace the roof on the Adams Golf Course maintenance building in 2020 with good results. While the option without the patio was closer to the original budget, staff believe the extra money for the patio would be the best option for the golf course to provide more usable space for patrons and events.

III. BUDGET IMPACT

The original budget for this project was \$30,000. The \$51,071.00 price with the patio option is \$21,071.00 over the original budget. However, staff recommended, and the City Council

approved, a budget of \$50,000 for the project for FY 24-25. These funds are available July 1, 2024. Therefore, the option with the patio is \$1,071.00 over the available budget with the material cost increase. There are sufficient ½ Cent Sales Tax funds budgeted for the FY 24-25 to cover the overage.

IV. RECOMMENDED ACTION

Staff recommends awarding the short form contract for the Adams Golf Course Roof Replacement to Canady Construction, for the option including the patio in the amount of \$51,071.00.



CONLEY CONSTRUCTION

707 E. Don Tyler
Dewey, OK 74029
918/440-4619

JOB ESTIMATE

PHONE 918-440-1317	DATE 3-14-24
JOB NAME Mitch Lucas	
LOCATION	

TO

Adam's Golf Course
Barlesville Oh

JOB DESCRIPTION

Roof Pitch Install over Locks North End.
Truss on 24" Centers And 2x4" Nailer on
24" Centers And 26 bag Metal Roof
Install Headers And 6x6 Cedar Post
Clear Sealer on T=11 Soffit & Cedar Post

Material & Labor 78,900.00

THIS ESTIMATE IS FOR COMPLETING THE JOB AS DESCRIBED ABOVE AND IS BASED ON OUR EVALUATION. IT DOES NOT INCLUDE MATERIAL PRICE INCREASES OR ADDITIONAL LABOR AND MATERIALS REQUIRED SHOULD UNFORESEEN PROBLEMS OF DETRIMENTAL WEATHER CONDITIONS ARISE AFTER THE WORK HAS BEGUN.

ESTIMATED JOB COST 78,900.00

ESTIMATED BY Conley

Micah Siemers

From: Mitchell B. Lucas
Sent: Thursday, March 14, 2024 3:19 PM
To: Micah Siemers
Subject: FW: Adam's Clubhouse Project

Thank you sir!

Mitchell Lucas

Building Maintenance Supervisor
City of Bartlesville
1721 W. 5th street
Bartlesville Ok. 74003
(918) 338-4151 office
(918) 440-1317 cell

From: Steven Canady <canadyconstructionhms@gmail.com>
Sent: Wednesday, December 13, 2023 2:15 PM
To: Mitchell B. Lucas <mblucas@cityofbartlesville.org>
Subject: Adam's Clubhouse Project

CAUTION: External Source. THINK BEFORE YOU CLICK!

Attn Mitch,

Per our conversation concerning the 2 options for the Clubhouse Project, I am sending you this bid to encompass the possible costs.

Bid 1)

This job will consist of creating a 4/12 pitch over the North portion flat roof of the clubhouse, ridge line running North and South. This will create a mirror image to that of the South side of the building. The new roof will end with a "hip" extending to the far North and a 1' overhang over the pre-existing East and West furthest most sides. Matching materials throughout.

Bid 2)

This job will consist of the same concept as described in Bid 1 with a difference of creating a covered porch area on the East side range ball platform/patio area. This covered area will have the dimensions of 51'4"x16'4". This new area will provide roughly 838 sq. ft. of covered space. The East side support line running North and South will be supported by 5, 8"x8" cedar post to be stained and sealed matching the pre-existing soffit and any other exposed lumber. Matching materials throughout.

Bid 1)

Material.	\$13,300.00
Labor.	\$19,160.00
Total.	\$32,460.00

Bid 2)

Material.	\$21,400.00
Labor.	\$25,880.00
Total.	\$47,820.00

Difference between Bid 1 and Bid 2 is \$14,820.00, to include, material and labor.

The bids I have presented are guaranteed not to increase unless change to the job has been authorized by you. My bids are in fact subject to decreasing in the event materials or labor has come in lower than anticipated upon completion of the job.

Questions or concerns please call me at (918) 214-5258

Thanks, Steven Canady
Canady Construction
Lic. # CNTR-008342-2023

Micah Siemers

From: Steven Canady <canadyconstructionhms@gmail.com>
Sent: Wednesday, June 26, 2024 11:01 PM
To: Micah Siemers
Subject: Re: Golf Course Roof Replacement

CAUTION: External Source. THINK BEFORE YOU CLICK!

Good evening, Micah

The material has in fact changed since the original bid that took place 6 months ago in December that I left Mitch. Very little increase between the trusses, lumber and metal, an added difference of \$883.00 between all three. The bigger increase was found in all the cedar; between the 8x8 post, header beams, soffit, fascia boards and trim. \$2368.00 increase within all the cedar. Everything else was close enough in price comparison to not even mention. My labor has gone up since then as well, another \$5 hr per 2 man teams. However, I will honor the original labor bid as I appreciate the business. Total material increase is \$3251.00 for entire job.

Questions or concerns please let me know.

Canady Construction
918-214-5258

Thanks for your business, Steven Canady

On Thu, Apr 18, 2024, 08:43 Micah Siemers <wmsiemers@cityofbartlesville.org> wrote:

Good morning Steve,

It was good to talk to you this morning. As we discussed, if we want to get a contract on the May 6th City Council agenda, I'll need an updated quote by May 1st. If we miss the May meeting it's probably not a big deal if you can't start until closer to July anyway. We could always shoot for the June meeting if needed. That said, I have included the draft short form contract we had discussed for you to take a look at. I have also included the original email quotes you sent for your reference when you're working on getting updated numbers. Hopefully not a big change, but I understand, that was back in December and things could have changed.

Looking forward to working with you on this one.

Best regards,

[Micah Siemers, P.E., CFM](#)
[Director of Engineering](#)

City of Bartlesville

[918-338-4256](tel:918-338-4256) Phone

[918-338-4259](tel:918-338-4259) Fax

wmsiemers@cityofbartlesville.org

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approve contract with Brightly for purchase and implementation of asset management software.

Attachments:

Brightly quote and contract

II. STAFF COMMENTS AND ANALYSIS

“Effective Infrastructure Network” is one of the strategic priorities of the Bartlesville Next strategic plan. Developing an asset management program for infrastructure was one of the goals within that strategic priority. To facilitate this goal, staff need a streamlined way to record, manage, and track the infrastructure assets of the City of Bartlesville. Currently, staff do not have an integrated way to manage the City’s infrastructure. There are many different software platforms available and staff have looked at different vendors to provide this service. Staff narrowed the search down to two vendors, iWorQ and Brightly. IT, Engineering, Water Utilities, and Public Works staff went through multiple demos of each software with each of the vendors and determined that Brightly was the best fit based upon how the software integrates with the City’s GIS mapping and the apparent user friendliness and functionality of the software. This software will allow staff to track and manage things like age, condition, rehabilitation, and replacement of infrastructure ranging from streets to water lines to HVAC equipment. The software will also provide a user-friendly work order system for work done with City staff.

III. BUDGET IMPACT

Staff has negotiated a price of \$58,680.35 for the first year that includes the initial startup and implementation of the software. After the first year, it is a subscription-based software which is typical. The schedule through Year 5 is included in the quote and ranges from \$53,901.11 and \$58,899.18 for years 2 and 5, respectively. The FY 24-25 operation budget included \$60,000 in the Tech Services budget to cover the cost of software and implementation for Year 1. Funds will have to be included each year in the Tech Services operational budget moving forward.

IV. RECOMMENDED ACTION

Staff recommends approval of the contract for asset management software to Brightly for \$58,680.35.



PREPARED FOR

City Of Bartlesville ("Subscriber")
401 South Johnstone
Bartlesville, OK 74003

PREPARED BY

Brightly Software Inc ("Company")
11000 Regency Parkway, Suite 300
Cary, NC 27518

Dude Solutions is now Brightly. Same world-class software, new look and feel.

Meet Brightly at brightlysoftware.com

PUBLISHED ON

May 15, 2024



Q-379622

Sourcewell/NJPA purchasing contract

- <https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents> (<https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents>).
- Contract #090320-SDI

Subscription Term: 60 months (08/01/2024 - 06/30/2029)

Pricing Based on: 37,384 Population

Cloud Services					
Item	Start Date	End Date	Discount % Sourcewell	Additional Discount	Investment
Asset Essentials Enterprise	8/1/2024	6/30/2025	21.00%		35,067.77 USD
- Facilities/ Physical Plant Module	8/1/2024	6/30/2025	21.00%		Included
- Treatment Plants Module	8/1/2024	6/30/2025	21.00%		Included
- Streets/ Signs/ Sidewalks Module	8/1/2024	6/30/2025	21.00%		Included
- Storm Water Module	8/1/2024	6/30/2025	21.00%		Included
- Electric and Gas Module	8/1/2024	6/30/2025	21.00%		Included
- Water Distribution and Waste Water Collection Module	8/1/2024	6/30/2025	21.00%		Included



Cloud Services

Item	Start Date	End Date	Discount % Sourcewell	Additional Discount	Investment
- Sanitation Module	8/1/2024	6/30/2025	21.00%		Included
- Parks, Recreation and Forestry Module	8/1/2024	6/30/2025	21.00%		Included
- Fleet Module	8/1/2024	6/30/2025	21.00%		Included
- Other Module	8/1/2024	6/30/2025	21.00%		Included
- Dude Analytics	8/1/2024	6/30/2025			Included
- AE Safety	8/1/2024	6/30/2025	21.00%		Included
- Asset Essentials Inventory	8/1/2024	6/30/2025	21.00%		Included
- GIS Asset Management	8/1/2024	6/30/2025	21.00%		Included
Capital Predictor Enterprise	8/1/2024	6/30/2025	21.00%		13,355.08 USD
- Predictor Streets/Signs/Sidewalks	8/1/2024	6/30/2025	21.00%		Included
Predictor Facilities/Physical Plant	8/1/2024	6/30/2025	21.00%	75%	2,670.91 USD
Predictor Fleet	8/1/2024	6/30/2025	21.00%	75%	2,670.91 USD
Predictor Waste Water Collection	8/1/2024	6/30/2025	21.00%	75%	2,670.91 USD



5.0 Month(s) included at no additional cost on the first term 08/01/2024 - 12/31/2024	-25,852.23 USD
Multi-Product Bundle Discount	-4,587.50 USD
Subtotal: 25,995.85 USD	

Professional Services

Item	Pricing Based On	Discount % Sourcewell	Investment
Asset Essentials Enterprise Implementation with Consulting	37,384.00 Population	5.00%	14,536.90 USD
Capital Predictor Enterprise Implementation	One-Time		25,560.00 USD
Predictor Enterprise Implementation Promotion	One-Time Promotion		-7,412.40 USD
			Subtotal: 32,684.5 USD

Total Initial Investment

58,680.35 USD

- Capital Predictor Enterprise Implementation is for the implementation services of one Predictor Asset Class Module.
- To be eligible for the Predictor Enterprise Implementation promotional pricing proposal must be accepted by June 30, 2024.
- Unless otherwise indicated, product bundle promotional pricing is extended for the month in which the quote is created.



Cloud Services Subscription

Item	Investment Year 2 Start Date: 07/01/2025	Investment Year 3 Start Date: 07/01/2026	Investment Year 4 Start Date: 07/01/2027	Investment Year 5 Start Date: 07/01/2028
Asset Essentials Enterprise	39,403.42 USD	40,585.53 USD	41,803.09 USD	43,057.18 USD
- Facilities/Physical Plant Module	Included	Included	Included	Included
- Treatment Plants Module	Included	Included	Included	Included
- Streets/Signs/Sidewalks Module	Included	Included	Included	Included
- Storm Water Module	Included	Included	Included	Included
- Electric and Gas Module	Included	Included	Included	Included
- Water Distribution and Waste Water Collection Module	Included	Included	Included	Included
- Sanitation Module	Included	Included	Included	Included
- Parks, Recreation and Forestry Module	Included	Included	Included	Included
- Fleet Module	Included	Included	Included	Included
- Other Module	Included	Included	Included	Included
- Dude Analytics	Included	Included	Included	Included
- AE Safety	Included	Included	Included	Included
- Asset Essentials Inventory	Included	Included	Included	Included
- GIS Asset Management	Included	Included	Included	Included
Capital Predictor Enterprise	15,006.26 USD	15,456.44 USD	15,920.14 USD	16,397.74 USD
- Predictor Streets/Signs/Sidewalks	Included	Included	Included	Included



Cloud Services Subscription

Item	Investment Year 2 Start Date: 07/01/ 2025	Investment Year 3 Start Date: 07/01/ 2026	Investment Year 4 Start Date: 07/01/ 2027	Investment Year 5 Start Date: 07/01/ 2028
Predictor Facilities/Physical Plant	3,001.13 USD	3,091.16 USD	3,183.90 USD	3,279.41 USD
Predictor Fleet	3,001.13 USD	3,091.16 USD	3,183.90 USD	3,279.41 USD
Predictor Waste Water Collection	3,001.13 USD	3,091.16 USD	3,183.90 USD	3,279.41 USD
Multi-Product Bundle Promotion	-9,511.96 USD	-9,797.32 USD	-10,091.24 USD	-10,393.97 USD
Total	53,901.11 USD	55,518.13 USD	57,183.69 USD	58,899.18 USD



Asset Essentials Implementation with Consulting

GIS Rider Statement of Work

Summary:

Company will provide specified professional consulting services to Subscriber to implement Asset Essentials, an on-line Computerized Maintenance Management System – Geographic Information System (GIS) functionality. These professional services include meeting with key stakeholders to ensure the set-up and configuration of the system will meet the client's operational needs; location and category hierarchies are configured appropriately; workflows meet the needs of the business; available data is cleaned, aligned and imported; and end users are trained and ready for go-live.

In Scope: The Deliverables below will be considered in scope of this SOW

1. Asset Essentials GIS Implementation
2. Asset Essentials GIS Training

Deliverables:

- Project initiation and discovery
- Available GIS data loaded
- GIS configuration
- User acceptance testing (UAT)
- End User training for Administrator and Full User roles

Acceptance Process:

As each deliverable is completed, the Project Coordinator will confirm with the Subscriber and document acceptance in the Project Community Portal.

- Project initiation and discovery
 - Kickoff call complete.
 - Discovery call complete
 - Data, configuration, and training requirements documented.
- Available Data Loaded
 - Available GIS data is loaded in AE to meet documented data requirements.
- Account Configuration
 - GIS features have been setup and configured to meet documented configuration requirements.



- User Acceptance Testing
 - Consultant-led end-to-end walkthrough and client UAT has demonstrated functionality satisfying configuration requirements.
- End User Training
 - Administrator and Full User roles have been received training on their role.

Assumptions:

Subscriber Assumptions:

- There will be a single point of contact/project manager for the duration of the project.
- IT department is responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as white listing IP addresses.
- The appropriate resources will be available for all scheduled activities. Canceling or rescheduling consulting activities within 2 weeks of the scheduled activity may result in a rescheduling fee being assessed.
- For on-site activities, Subscriber will provide a dedicated space with adequate technology, including but not limited to monitor/projector, computers, mobile devices, quality phone and internet connections.
- Will provide relevant data to be loaded in a timely manner and in Excel or CSV format. Each record type will be provided in one file with one sheet with column headings and one record with corresponding attributes per row.
- If unable to provide data in an acceptable format for import, Consultant will guide Subscriber on how to manually create records.
- Subscriber has up to five business days to confirm deliverable acceptance. No response will be interpreted as acceptance.

Company Assumptions:

- Consultant will not access any 3rd party systems for the purpose of exporting data.
- For on-site activities, Company will bill Subscriber for actual travel and associated expenses incurred.
- Any services not explicitly included in this SOW are assumed to be out of scope.

Project Schedule:

- Kick-off Call with Project Coordinator
 - Confirm software and services purchased
 - Identify key stakeholders
 - Assign resources
 - Schedule key milestone dates, including anticipated projected completion date
 - Access to Company's on-line Learning Management System
 - Access to an interactive project plan
- Discovery with Consultant
 - Interview key stakeholders to understand specific maintenance & operations objectives
 - Overview of AE with key stakeholders, including data import requirements
 - Determine optimal GIS configuration to meet objectives and drive KPIs



- Document data, configuration, and training requirements
- Schedule required consulting activities and confirm projected completion date
- Data loaded by Consultant
 - Review, cleanse, and load available GIS data
- Account configuration by Consultant
 - Work Order creation from Map
 - Citizen Portal
 - Mobile Profiles
 - Configure GIS Map settings
 - Configure GIS Layer configuration
 - Asset syncing
- User Acceptance Testing
 - Configuration demo to walk through the end-to-end workflow from request to completion
 - Demonstrate key functionality meets configuration requirements
- Consultant conducts End User Training for Administrator and Full User roles
 - End-to-end walkthrough for their role
 - Desktop and mobile training
- Project Close

Change Management:

Subscriber may request that the Company add services not in the specifications by submitting a written proposed change order to the Company. Submitted change requests will be reviewed for approval. Approved change orders will become part of the applicable SOW when executed by both Parties, and the services described therein will become part of the services.

Invoicing:

At the conclusion of Go Live Support, the main consulting milestone will be completed to trigger billing for the full consulting service.

Asset Essentials Implementation with Consulting Statement of Work

Summary:



Company will provide specified professional consulting services to Subscriber to implement Asset Essentials (AE), an on-line Computerized Maintenance Management System. These professional services include meeting with key stakeholders to ensure the set-up and configuration of the system will meet the client's operational needs; location and category hierarchies are configured appropriately; workflows meet the needs of the business; available data is cleaned, aligned and imported; and end users are trained and ready for go-live.

In Scope: The Deliverables below will be considered in scope of this SOW:

1. Asset Essentials Implementation with Consulting
2. Asset Essentials Training
3. Post Consulting Go-Live Support

Deliverables:

- Project initiation and discovery
- Available location, asset, user, PM schedule Data Loaded
- Account configuration
- User acceptance testing (UAT)
- End User training for Administrator and Full User roles
- Go-Live support

Acceptance Process:

As each deliverable is completed, the Project Coordinator will confirm with the Subscriber and document acceptance in the Project Community Portal.

- Project initiation and discovery
 - Kickoff call complete
 - Discovery call complete
 - Data, configuration, and training requirements documented
- Available data loaded
 - Available location, asset, user, PM schedule data is loaded in AE to meet documented data requirements.
- Account Configuration
 - Account has been setup and configured to meet documented configuration requirements.
- User Acceptance Testing
 - Consultant-led end-to-end walkthrough and client UAT has demonstrated to Subscriber functionality meets configuration requirements.
- End User Training
 - Administrator and Full User roles have received training on their role.
- Go-Live Support



- 30-day Go-Live Support period has been concluded.

Assumptions:

Subscriber Assumptions:

- There will be a single point of contact/project manager for the duration of the project.
- IT department is responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as white listing IP addresses.
- The appropriate resources will be available for all scheduled activities. Canceling or rescheduling consulting activities within 2 weeks of the scheduled activity may result in a rescheduling fee being assessed.
- For onsite activities, Subscriber will provide a dedicated space with adequate technology, including but not limited to monitor/projector, computers, mobile devices, quality phone and internet connections.
- Will provide relevant data to be loaded in a timely manner and in Excel or CSV format. Each record type will be provided in one file with one sheet with column headings and one record with corresponding attributes per row.
- If Subscriber is unable to provide data in an acceptable format for import, Consultant will guide Subscriber on how to manually create records.
- Subscriber has up to (5) business days to confirm deliverable acceptance. No response will be interpreted as acceptance.

Company Assumptions:

- Consultant will not access any 3rd party systems for the purpose of exporting data.
- Once End User Training has been completed, 30-day Go-Live Support period begins, consisting of up to 4 weekly 30-minute check-ins with the Implementation Specialist. If client does not attend a scheduled check-in, it will be assumed no assistance was needed.
- For on-site activities, Company will bill Subscriber for actual travel and associated expenses incurred.
- Any services not explicitly included in this SOW are assumed to be out of scope.

Project schedule and approach:

- Kick-off Call with Project Coordinator
 - Confirm software and services purchased
 - Identify key stakeholders
 - Assign resources
 - Schedule key milestone dates, including anticipated project completion date
 - Access to Company's on-line Learning Management System
 - Access to an interactive project plan
- Discovery with Consultant
 - Interview key stakeholders to understand specific maintenance & operations objectives
 - Overview of AE with key stakeholders, including data import requirements
 - Determine optimal AE configuration to meet objectives and drive KPIs
 - Document data and configuration requirements
 - Schedule required consulting activities and confirm projected completion date



- Data loaded by Consultant
 - Review, cleanse, and load available user, location, asset, and scheduled PM data
- Account configuration by Consultant
 - Populate key drop-down menus
 - Review/modify request and work order templates
 - Configure workflow for request/approval/assignment of work orders
- User Acceptance Testing
 - Configuration demo to walk through the end-to-end workflow from request to completion
 - Demonstrate key functionality meets configuration requirements
- Consultant conducts End User Training for Administrator and Full User roles
 - End-to-end walkthrough for their role
 - Desktop and mobile training
- Go-Live Support
 - Company provides (4) weekly check-in calls with Implementation Specialist and Subscriber
 - Company Implementation specialist addresses any issues identified. Where issues require product support, Implementation Specialist will submit to Company Support
 - Implementation Specialist adjusts configurations as needed prior to project close
- Project Close

Sample Project Timeline (project timelines may vary):

Timeline Events	Day 1	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13
Project Kick Off Call	█													
LMS (Learning Management System) Review and Q&A		█	█	█	█									
Discovery Call			█											
Data Review					█									
Data Loading						█								
Account Configuration						█	█							
UAT (User Acceptance Testing)								█						
User Training								█						
Post-Consulting Call									█					
GLS (Go Live Support)										█	█	█	█	
Project Close														█

Change Management:

Subscriber may request that the Company add services not in the specifications by submitting a written proposed change order to the Company. Submitted change requests will be reviewed for approval. Approved change orders will become part of the applicable SOW when executed by both Parties, and the services described therein will become part of the services.

Invoicing:



At the conclusion of Go Live Support, the main consulting milestone will be completed to trigger billing for the full consulting service.



Special Terms for Asset Essentials:

Asset Essentials pricing is based on a maximum storage limit of 200GB of data. Data storage that exceeds 200GB may subject to an additional fee.



Predictor Enterprise Implementation and Training - Statement of Work

Package 2

Purpose

The purpose of the Predictor Enterprise Implementation and Training Services, as scoped herein, is to deliver the model development, training, and support required to realize the value that a Predictor Enterprise subscription has to offer for building asset lifecycle models in support of the Client's infrastructure investment planning processes. To facilitate this outcome, a Brightly's (Company) Selected Consultant (Consultant) will conduct workshops with Client staff members (workshop participants) focused on developing a first-generation lifecycle model* using the Client's data.

Through the workshop experience, follow-up meetings, and post-implementation support, Client staff will be provided the opportunity to learn the essentials of building asset lifecycle models with Predictor Enterprise. With this background and understanding, Client staff will be able to assume ownership of the first-generation lifecycle models and continue to build out "what-if" scenarios after training is complete with support from the Company Selected Consultant.

Value

By partnering with Brightly, you are provided expert guidance in the best practice configuration and usage of Predictor Enterprise. In summary, the scope of the proposed Predictor Enterprise Implementation and Training Services includes:

- Workshop training sessions led by the Consultant focused on building lifecycle model(s) for the asset class(es) identified in this SOW and using the Client's data;
- Client data loaded into the lifecycle model(s) in Predictor using the asset class(es) identified in this SOW and using the Client's data and input;
- One (1) month of online support provided directly by the Consultant. This service is designed to provide Client staff with assistance in matters related to reporting; troubleshooting, and refining the previously delivered lifecycle model(s);
- Support and guidance for installing Predictor Enterprise on the Windows operating system;
- Guidance on how to structure data for effective lifecycle modeling;

*A "first-generation lifecycle model" is a fully functional Predictor Enterprise lifecycle model that can be used to present reports and explore the functional aspects of Predictor Enterprise software. However, the term 'first-generation' is used to qualify that the model may not yet be mature or accurate enough for actual decision-making purposes. Also note that a single model applies to a single asset class. For example, a model built for pavement would not include information about signage or street markings.

Per this scope of services, a first-generation lifecycle model will be developed for the asset class identified below (select one):



- Pavement

Methodology and Approach

Task 1: Pre-Workshop Kick-Off Meeting and Preparation

Consultant will work with the Client's designated Project Manager to facilitate a Kick-Off Meeting and prepare themselves and the Client's project team for data gathering and the upcoming workshop activities.

Sub-Task 1.1: Kick-Off Meeting

[Remote Task: up to 2 hours duration]

The purpose of the Kick-Off Meeting is to:

1. Review project goals and objectives;
2. Review data requirements;
3. Review available data sources and decision support criteria;
4. Schedule the workshop;
5. Determine an appropriate time for client staff to install Predictor Enterprise on Client computers;
6. Address any scope, logistical, or scheduling questions.

Sub-Task 1.2: Pre-Workshop Preparation

[Remote Task: duration is as needed, not to exceed 16 hours]

Project preparation tasks during this phase of the project will include:

1. Consultant will review relevant information provided by the Client, including data sources (such as GIS), decision support processes, plans, assessment reports, and other information that will be beneficial to the project outcomes. Consultant will advise Client of any schema or data changes required for a successful model. Consultant may make assumptions or calculate additional fields so the model may proceed to be built in a timely manner if required changes to source data are not completed by the Client in a timely manner.
2. Software installation requirements will be reviewed during the Kick-Off meeting, and access to Company online Predictor Enterprise resources will be provided. An email will be issued to designated Client staff with links to access the software, Knowledge Base, and eLearning videos. The Consultant will provide additional support as required. A meeting with a Client IT representative may be necessary.

Client Responsibilities

1. Designate a Project Manager. This person will interact directly with the Consultant to set meeting times, coordinate staff, direct feedback, approve invoices and other tasks as required to help keep the project



- on track.
2. Determine who will participate in the Data Gathering and Workshop sessions. Company suggests that participants include both personnel who are actively involved in plan decision making and personnel who are responsible for managing data that contributes to the decision-making processes.
 3. Determine and assemble data sources that will be used in Predictor Enterprise. This should include any existing condition rating systems, decision support criteria used to determine repair, rehabilitate, and replace, budget and planning strategies. These resources will be provided to the Consultant for review prior to the onsite workshop.
 4. Complete data schema and/or data updates recommended by the consultant and provide updated data to Consultant.
 5. Consultant will host the meeting using online screen sharing software (WebEx, Zoom, or similar). The Client is responsible for ensuring remote access for all Client participants.

Deliverables

1. A remotely facilitated Project Kick-Off Meeting, up to two (2) hours in duration, to be facilitated by Company's Solutions Consultant and attended by applicable Client and Consultant team members.

Task 2: Lifecycle Model Training and Model Building Workshop [Remote Task: Three-day duration]

A series of remote workshop sessions will be facilitated by the Consultant over an agreed-upon multi-day period. Ideally, remote workshop activities should be completed within a one (1) to three (3) week period. The purpose of workshop session is to train Client staff on the creation of asset lifecycle models through the process of building first-generation lifecycle models for the scoped assets, using the Client's data.

The workshop is as follows:

1. Overview Presentation and Discussion

Workshop Session 1: (3 hours)

Participants: Senior Managers, Asset System Managers, GIS staff, Project Manager

Consultant will step the workshop participants through a comprehensive overview of asset lifecycle modeling using Predictor Enterprise. Participants will be encouraged to ask questions and engage in discussion as Consultant presents the following:

1. Introductions and goal review;
2. An overview of strategic asset management, lifecycle modeling, and Predictor Enterprise;



3. An in-depth interactive presentation on the process of developing lifecycle models using examples in Predictor Enterprise relevant to scoped assets;
4. Integration with GIS;
5. Reporting methods.

2. Lifecycle Model Development and Training for Asset Group 1

Workshop Session 2: (3 hours)

Workshop Session 3: (3 hours)

Participants: Client Asset System Managers and their designee(s), Project Manager

Consultant will lead a training workshop for developing lifecycle model parameters for the selected asset class(es). The training will be facilitated by the Consultant using remote screens of Predictor Enterprise, GIS, and other software as required. Workshop participants may follow along using Predictor Enterprise on their laptops but are not required to do so. Aspects of lifecycle modeling that the training will focus on include:

- a. Treatment parameters. The types of treatments that are currently being used, criteria for triggering treatments, and treatment effects.
- b. Service State (aka Condition) criteria. Criteria for determining the service state of assets, including condition scoring, likelihood of failure, age, and other criteria as it would be used for decision making.
- c. Lifecycle criteria such as material, size, location, era of installation, and other criteria that contributes toward defining the life expectancy of assets.
- d. Degradation Profile. The deterioration curve of the asset(s).
- e. Decision criteria. Additional decision criteria other than service state that will be used in the lifecycle model. Examples include material, criticality, capacity, location etc.
- f. Decision Model. How all the criteria come together to trigger treatments and their effects in a decision model.
- g. Costing data for each treatment, which are determined in the unit of measure for the asset(s).
- h. Budget caps. At least one simulation should be built on existing budgets. Other simulations may be created that vary the budget amounts.
 - i. Data structure. Evaluate how the Client's data matches up to the decision criteria. Make note of modifications that may need to be performed.
 - j. Forced projects. Any projects that the Client is already committed to may be identified and forced to happen in the designated year in the model simulation.
- k. Data acquisition from a Feature Service on ArcGIS Online
 - l. Data structure. Evaluate how the Client's data matches up to the decision criteria. Make note of modifications that may need to be performed. Some modifications can be made in the workshop.
- m. Forced projects. Any projects that the Client is already committed to may be identified and forced to happen in the designated year in the model simulation.
- n. Predictor Enterprise Reports
- o. Publishing Predictor Enterprise simulation results to ArcGIS as a time enabled Feature Class



3. Wrap Up

Workshop Session 4: (3 hours)

Participants: Project Manager and others to be determined

This time is reserved if needed for activities identified in previous sessions that need to be further addressed. This may include the development of a list of next steps, meeting with IT staff regarding software installation or other topics as required.

Client Responsibilities

1. Consultant will host the meetings using online screen sharing software (MS Teams, Zoom, or similar). The Client is responsible for ensuring remote access for all Client participants.
2. Client staff should arrive prepared with all digital and paper-based information deemed relevant to the workshop.

Deliverables

1. Copies of presentation material.
2. Remote Training Workshop sessions facilitated by an Company Solutions Consultant as described herein.
3. First-generation Predictor Enterprise model files as developed in the workshop.
4. All participants are provided an opportunity to learn how to utilize the Predictor Enterprise software.
5. The Consultant engages in a post-workshop meeting with the Client's Project Manager to solicit feedback and discuss the post workshop training and support phase of the project.

Task 3: Post Workshop Training and Support

[Remote Task: duration is as needed, not to exceed 16 hours]

During the one (1) month period immediately following delivery of the first-generation Predictor Enterprise lifecycle models, the Consultant will remain the primary contact for support and follow-up training as it becomes desired by the Client staff who participated in the Task 2 workshops. The purpose of this support period is to provide Client staff an opportunity to ask questions on the lifecycle model(s), reports, data, or other material deemed necessary by the Client to extend the value of the Predictor Enterprise subscription. This support and training is in addition to Company's standard support services.

1. All support and training will be provided through email, scheduled online meetings, and phone conferences. The Client Project Manager will schedule the support activities with the Company Solutions



- Selected Consultant prior to each event.
2. At Consultant's sole discretion, the Consultant may engage in some development of lifecycle models, reports, or other material in consultation with the Client as deemed appropriate to further the training of Client staff.
 3. Support and training are limited to staff who participate in the training workshop, but the services provided by Consultant during this phase includes help for workshop participants to communicate to other Client staff.

Project Assumptions

Company has made the following general assumptions in this SOW to derive the estimated cost for this project. It is the responsibility of Client to validate these assumptions, which include Client responsibilities before signing the Acceptance. Deviations from these assumptions may impact Company's ability to successfully complete the project. Any changes in scope, schedule, or costs will be documented by the Project Coordinator, whether there is a cost impact or not.

- Company and Consultant are not responsible for delays caused by missing data or other configuration information that is required to be available prior to the consulting service. Having the requested data and configuration information available prior to the consulting service may minimize delays so progress can be made quickly.
- Client shall use best efforts to Identify of all project-related key information to allow the project schedules to begin on time. Any changes to key information after Project kickoff may require a Change Controls.
- Parties agree to provide timely responses to task-related emails or phone calls to enable on-time completion of all assignments.
- At least 24-hour notice cancellation shall be given by the Parties if required members for any scheduled meeting cannot attend. This shall allow sufficient time to cancel/re-schedule the meeting as soon as possible to keep the project on schedule.
- Prerequisite data gathering, which may relate to an orientation call or requirements gathering meeting, must be completed prior to the scheduled meeting. A productive meeting requires that the data gathering be complete in advance of the meeting.

Excluded from Services

For the avoidance of doubt, the following services are not included:

- Unless otherwise included in the Consulting service, evaluation of your current practices, policies, procedures, or personnel for the purposes of performance or other improvements.
- Troubleshooting any issues related to your IT infrastructure, including computer software not provided by Brightly and/or GIS or other systems.
- Migration of data from other systems or locations, unless specified on the Order Form.
- Updating any of your source data.
- Export of data to any other systems or third parties other than those specified on the Order Form.



Milestone Billing - Invoice Schedule

Invoicing for the Predictor Enterprise Model Development service will be provided as delivery milestones are met. Below is the schedule for the billing milestones and the related percentage.

Predictor Enterprise Model Development Milestones	Description	Percentage
Kickoff and Data Gathering	Kickoff meeting and initial model preparation (Task 1)	50%
Workshop Sessions and Wrap Up	Lifecycle model building, workshop sessions and wrap up (Task 2)	50%



Order terms

- By accepting this Order, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Subscription Fees for the full Subscription Term defined above.
- Payment terms: Net 30
- Billing frequency for Cloud Services will be Annual.
- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order.
- This Order and its Offerings are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Agreement"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Offerings, in which case the separate written agreement will govern. Acceptance is expressly limited to the terms of the Agreement. No other terms and conditions will apply. The terms of any purchase order or similar Subscriber document are excluded and such terms will not apply to the Order and will not supplement or modify the Agreement irrespective of any language to the contrary in such document.
- To the extent professional services are included in the Professional Services section of this Order, the Professional Services Addendum found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) is expressly incorporated into the Agreement by reference.
- During the Subscription Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.
- Company maintains the right to increase Subscription Fees within the Subscription Term by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Subscription Terms will be charged at the then-current rate.
- Acceptance of this Order on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the terms set forth herein, you must not accept this Order and may not use the Offerings.
- Proposal expires in sixty (60) days.
- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order annually. If the Subscriber fails to appropriate funds sufficient to maintain the Offerings described in this Order, then the Subscriber may terminate the Offerings at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Offerings terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.

Additional information



- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Subscriber. Tax exemption certifications can be sent to [accountsreceivable@brightlysoftware.com \(mailto:accountsreceivable@brightlysoftware.com\)](mailto:accountsreceivable@brightlysoftware.com).
- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-379622 on any applicable purchase order and email to [Purchaseorders@Brightlysoftware.com \(mailto:Purchaseorders@Brightlysoftware.com\)](mailto:Purchaseorders@Brightlysoftware.com)
- Brightly Software, Inc. can provide evidence of insurance upon request.

Brightly Illuminate

Illuminate: Bringing the best Ideas to Light

Brightly's Illuminate conference is a place for operations and asset management leaders to gather and share our collective wisdom, spotlighting the best new ideas and learning from one another to realize a brighter future. Take stock of where you've been and plan for where you're going while connecting with industry peers and experts as passionate to help their organizations thrive as you are.

Brightly's Illuminate conference is a gathering of the brightest minds in operations and asset management, where you can connect with leaders in their field, exchange expertise, and uncover new opportunities to realize a brighter future

Illuminate is March 11th-14th. Attendees are in for the best in-person conference yet, with more knowledge, training, and technology than ever before.

Enlighten Share your expertise and level up your knowledge with hands-on education and training you can bring back to your team.

Envision

Explore the brightest ideas and smartest solutions to elevate the work your organization is doing and realize your vision for the future.

Engage

Broaden your professional network by sharing wisdom with fellow operations and asset management leaders.

The Brightly Bundle includes meals, a 4-night hotel stay and tuition. Registration is open beginning October 1st, 2023 through March 8th, 2024.





Signature

Presented to:

Q-379622

January 12, 2024, 5:05:58 PM

Accepted by:

Printed Name

Signed Name

Title

Date

**Solicitation Number: RFP #090320****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Dude Solutions, Inc., 11000 Regency Pkwy. #110, Cary, NC 27518 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 2, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused

by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and

promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

- \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs

operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right

RFP 090320 - Public Sector and Education Administration Software Solutions with Related Services

Vendor Details

Company Name: Dude Solutions

Does your company conduct business under any other name? If yes, please state: North Carolina

Address: 11000 Regency Pkwy
#110
Cary, NC 27518

Contact: Melissa Buchanan

Email: melissa.buchanan@dudesolutions.com

Phone: 877-655-3833

HST#: 56-2174429

Submission Details

Created On: Tuesday July 21, 2020 08:36:17

Submitted On: Thursday September 03, 2020 10:10:22

Submitted By: Kathryn Bennett

Email: rfp@dudesolutions.com

Transaction #: 8a7239b5-02fa-4203-b5f1-1fc39aafc238

Submitter's IP Address: 73.153.115.208

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Dude Solutions, Inc.
2	Proposer Address:	11000 Regency Pkwy #110 Cary, NC 27518
3	Proposer website address:	https://www.dudesolutions.com/
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Brian Benfer, SVP of Sales 11000 Regency Pkwy #110 Cary, NC 27518 (877) 655-3833 brian.benfer@dudesolutions.com
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brian Benfer, SVP of Sales 11000 Regency Pkwy #110 Cary, NC 27518 (877) 655-3833 brian.benfer@dudesolutions.com
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Kelly Caputo, General Counsel 11000 Regency Pkwy #110 Cary, NC 27518 (919) 459-3163 kelly.caputo@dudesolutions.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Dude Solutions is a leading software-as-a-service (SaaS) provider of operations management solutions to education, government, healthcare, senior living, manufacturing and membership-based organizations. For nearly two decades, Dude Solutions has inspired clients to create better work and better lives. We combine innovative, user-friendly technology with the world's smartest operations engine, empowering operations leaders to transform the most important places in our lives. Today, more than 12,000 organizations use our award-winning software to manage maintenance, assets, energy, safety, IT, events and more.</p> <p>Company Facts</p> <p>Company Name: Dude Solutions, Inc. (DSI) Date Established: 1999 Markets Served: Clubs & Associations, Education, Government, Healthcare, Manufacturing Office Locations: Headquarters located at 11000 Regency Parkway, Ste 110, Cary, NC 27518 Phone number: 1-877-655-DUDE (3833) Employees: As of May 2020, we have 520+ employees Former Names: SchoolDude/FacilityDude State of Incorporation: Delaware</p>

8	What are your company's expectations in the event of an award?	<p>Dude Solutions intends to continue to closely support participating entities that are already using our products. Our Legendary Support Team and robust customer service organization will provide Sourcewell's participating entities with the product information and new services they need to keep their operations optimized.</p> <p>Similarly, our sales team is dedicated to expanding our roster of participating entities, offering exceptional value to Sourcewell's subscribers.</p>	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please refer to the attached financial disclosure form in the bid attachments section.	*
10	What is your US market share for the solutions that you are proposing?	<p>In 2019, Dude Solutions surpassed \$100 million in annual revenue.</p> <p>Dude Solutions' more than 12,000 clients and more than 800,000 active users span Federal, DoD, State agencies, local government organizations, and commercial entities.</p>	*
11	What is your Canadian market share for the solutions that you are proposing?	Dude Solutions currently supports more than 550 clients across education, manufacturing, government and healthcare industries throughout Canada.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>b) Dude Solutions will primarily use our own employees to implement the software we provide. Dude employees are responsible for training, onsite consultation and ongoing client support. Our sales and service force is primarily employed by Dude Solutions.</p> <p>In some instances, Dude Solutions will partner with third-party vendors to complete professional services such as facilities condition assessments or utility bill gathering and population.</p> <p>DSI leverages the below evaluation criteria when considering a subcontractor:</p> <p>Markets Served – Must align to DSI Markets (Education, Government, Healthcare or Manufacturing)</p> <p>Years in Business/Market – Must show a consistent track record in the market</p> <p>Geographical Areas Served – Must have regional or national footprint</p> <p>Number of Employees – Must have available resources to staff appropriately</p> <p>Revenue and Financial Stability – Must show a consistent track record of growth and profitability</p> <p>Subject Matter Expertise – Must provide industry knowledge and subject matter expertise</p> <p>Added Value Services Provided – Must provide a service that would be a value to DSI client base</p> <p>References – Must have quality references</p> <p>If a subcontractor passes the initial criteria above, prior to approval of a subcontractor, the subcontractor must meet the following:</p> <p>DSI Minimum Insurance Requirements</p> <p>DSI Payment Terms</p> <p>To become a DSI authorized Service Provider, Vendors have to have an active master service agreement in place with the DSI. Agreement is needed to by our Executive Leadership team.</p>	*

<p>14</p>	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Dude Solutions has not identified any professional licenses that are required to be held by the organization in pursuit of the business contemplated by the RFP. We would like to describe the licenses and certifications related to our data storage, which provide clients with peace of mind regarding their information management and business continuity.</p> <p>Data storage certification and licensure</p> <p>Dude Solutions performs annual HIPAA and PCI Data Security Standards assessments. Dude Solutions is EU-US Privacy Shield registered.</p> <p>The data centers where Dude Solutions Customer data is stored and processed are audited under SSAE 18 Type 2 SOC 2, PCI-DSS1, GLBA and HIPAA standards annually. They are also ITAR and EU-US Privacy Shield registered. Third party security audits are conducted annually and include penetration testing and internal network security audits for all locations.</p> <p>Dude Solutions aligns with the requirements of the Family Education Rights and Privacy Act (FERPA). FERPA does not require or recognize audits or other certifications, so any academic institution that is subject to FERPA must assess for themselves whether and how its use of a cloud service affects its ability to comply with FERPA requirements. Dude Solutions makes the following contractual commitments that attest to its alignment:</p> <p>Dude Solutions commits to using Customer data only to provide organizations with our cloud services and does not mine Customer data for advertising Dude Solutions commits not to disclose Customer data except as the educational institution directs, as described in the contract, or as required by law Dude Solutions applications do not process, store or transmit sensitive student information or student educational records The CJIS standards are generally based on standard security best practices (ex. ISO 27001 and NIST) with which Dude Solutions is aligned. Dude Solutions application are not designed or intended to access CJ. Likewise, the services provided by Dude Solutions support personnel to implement and maintain our application do not require or even contemplate access to Customer systems processing CJ.</p> <p>Dude Solutions has mapped our controls and the controls of our partners to the NIST Cloud Computing reference architecture and associated controls as defined by the Cybersecurity Framework. Dude Solutions is committed to compliance with these NIST requirements and other relevant industry standards such as NIST 800-53, NIST SP 800-171, and FIPS 200.</p>	<p>*</p>
<p>15</p>	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Dude Solutions, Inc. has no past or present litigation, suspension or debarment.</p>	<p>*</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *								
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>In addition to recognition received for our rapid revenue and employee growth—and being recognized as one of the region’s “Best Places to Work” over multiple years—Dude Solutions has garnered media attention in both local and national publications for our various products, client service, and partner relationships.</p> <p>Several of them are documented below:</p> <p>Automation World online published an article based on Pepsi Bottling Venture’s success with our software platform. August 2017 MyTechDecisions.com featured our Event Publisher software, and its use by our client, Spartanburg Community College, in their Project of the Week on Tech Decisions. September 2017 HFM Magazine published an article on our CMMS solutions for hospitals featuring TheWorxHub product. June 2017 GovTech.com ran an article from the perspective of our client, Spalding County, GA, in its online outlet: Government Technology. June 2017 Worship Facilities Magazine featured a Dude Solutions’ case study with NorthRidge Church on worshipfacilities.com. July 2017 Senior Housing News was inspired enough by our whitepaper, Including Maintenance within Your Community’s Strategic Plan, to publish an article on the topic on its site: seniorhousingnews.com. September 2017 Dude Solutions’ other awards include:</p> <p>Finalist in the Software category for the 2019 NC TECH Awards, North Carolina’s annual statewide awards program recognizing innovation, growth and leadership in the tech sector. #13 on the 2019 NC Mid-Market Fast 40, our second year in a row on this list, which recognizes mid-size companies in North Carolina based on revenue and employment growth. Won the Triangle Business Journal Leaders in Diversity Award, recognizing companies that have shown an exceptional commitment to promoting practices that advance diversity in the workplace and in business leadership. A nod to the fantastic work our diversity committee has done in just one year of existence. And finally, one of our products, TheWorxHub, took home the Vision Award in the Smart Buildings/IoT/Software category.</p>								
17	What percentage of your sales are to the governmental sector in the past three years	<p>Dude Solutions maintains approximately 1,500 government clients. Government sales have made up the following percentages of our annual revenue:</p> <table border="1" data-bbox="638 1140 946 1241"> <thead> <tr> <th>Year</th> <th>Percentage of Revenue</th> </tr> </thead> <tbody> <tr> <td>2018</td> <td>19%</td> </tr> <tr> <td>2019</td> <td>21%</td> </tr> <tr> <td>2020</td> <td>27%</td> </tr> </tbody> </table>	Year	Percentage of Revenue	2018	19%	2019	21%	2020	27%
Year	Percentage of Revenue									
2018	19%									
2019	21%									
2020	27%									
18	What percentage of your sales are to the education sector in the past three years	<p>Dude Solutions maintains approximately 5,800 education clients. Education sales have made up the following percentages of our annual revenue:</p> <table border="1" data-bbox="638 1318 946 1419"> <thead> <tr> <th>Year</th> <th>Percentage of Revenue</th> </tr> </thead> <tbody> <tr> <td>2018</td> <td>59%</td> </tr> <tr> <td>2019</td> <td>57%</td> </tr> <tr> <td>2020</td> <td>53%</td> </tr> </tbody> </table>	Year	Percentage of Revenue	2018	59%	2019	57%	2020	53%
Year	Percentage of Revenue									
2018	59%									
2019	57%									
2020	53%									
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Dude Solutions participates in AEPA, Omnia and Mohave cooperative purchasing agreements.</p> <p>We are happy to provide more information about the sales volumes of these contracts with the completion of an NDA.</p>								
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None								

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of London, Ontario, Canada	Khaled Shahata	(519) 661-2500 x7011	*
Western Washington University	Scott Dorough	(360) 650-2412	*
City of Mount Vernon, Washington	Chris Phillips	(360) 336-6214	*
Elk Grove Unified School District	Chris Bohrer	(916) 686-7745	
Teton County, Wyoming	Paul Cote	(307) 699-3496	

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Stockton Unified School District	Education	California - CA	Project Services - Facility Conditions Assessment & PM Schedule Creation	Dude Solutions does not disclose the size of transactions for individual clients.	Dude Solutions does not disclose the size of transactions for individual clients.	*
Austin ISD	Education	Texas - TX	Project Services - Facility Condition Assessment	Dude Solutions does not disclose the size of transactions for individual clients.	Dude Solutions does not disclose the size of transactions for individual clients.	*
Delaware Office of Management and Budget - Division of Facilities Management	Government	Delaware - DE	Project Services - Facility Conditions Assessment & PM Schedule Creation	Dude Solutions does not disclose the size of transactions for individual clients.	Dude Solutions does not disclose the size of transactions for individual clients.	*
Baltimore City Public Schools	Education	Maryland - MD	Project Services - Facility Conditions Assessment & PM Schedule Creation	Dude Solutions does not disclose the size of transactions for individual clients.	Dude Solutions does not disclose the size of transactions for individual clients.	*
Palm Springs Unified School District	Education	California - CA	Project Services - Facility Conditions Assessment & PM Schedule Creation	Dude Solutions does not disclose the size of transactions for individual clients.	Dude Solutions does not disclose the size of transactions for individual clients.	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	The estimated number of employees in the major sales-related departments follows. Please note that not all employees are represented in this list. Total Employees 520 Sales 145 Marketing 18	*
24	Dealer network or other distribution methods.	At this time, Dude Solutions offers cloud-based software that does not require a dealer or distribution network; these functions are performed internally.	*

25	Service force.	<p>Total Employees 520 Client Services 135 Development 69 Product Management 40 IT 6 Accounting/Hr/Legal/Biz Ops/Other Support 57</p>
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>For almost two decades, Dude Solutions has strived to be a leader in both Software-as-a-Service enterprise operations management systems and in client satisfaction. We work hand in hand with our clients every day to help them achieve their goals and create the best work of their lives. Our commitment is shown by the numbers:</p> <p>12,000+ daily users 93% retention rate 97.5% customer satisfaction rating Net Promoter Score of 54 – ahead of all competitors and iconic companies such as Target, IBM and more Customer Support</p> <p>From the moment you start as a client, you'll have a dedicated representative there to help you every step of the way. And, that support doesn't stop when implementation is complete. As a Dude client, you will receive unlimited training and technical support for the duration of your subscription term.</p> <p>Your primary support will come directly from our headquarters in Cary, North Carolina. Our policies require that our toll-free technical support hotline be answered before the third ring. You'll always reach a live representative when you call, and we answer 98% of all email questions within one hour. We also aim to resolve our clients' issues within two hours. And, there are never any additional charges or support contracts involved. Whether you have technical questions, need advice, need to get a new hire trained, or need to quickly run a report before your upcoming board meeting, help is only a call, e-mail or chat away.</p> <p>Lifetime support for all active product subscriptions includes:</p> <p>Toll-free telephone support by dialing (877) 655-3833, Monday to Friday 8:00 AM – 6 PM ET Friendly representatives will answer the phone within 3 rings and direct you to a knowledgeable team member who can help Send us an email – we answer 98% of our support emails within 1 hour Reach us instantly through our software with live chat during business hours Best practices webinars and podcasts which share new trends, popular reports, and tips Training review webcasts are a great resource for clients who need a refresher after their initial training, or for new employees that could benefit from a training session DSI shall use commercially reasonable efforts to make the Service available 99.9% for each full calendar month during the Term, determined on a twenty-four(24) hours a day, seven (7) days a week basis (the "Service Standard"). Service availability for access and use by Subscriber(s) excludes unavailability when due to: (a) any access to or use of the Service by Subscriber or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Subscriber's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Subscriber's or its Account User's Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with Internet service or Non-DSI Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Service by DSI pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Service, the total amount of time (measured in minutes) during an applicable calendar month when such Service is unavailable for the majority of Subscribers' Account Users due to planned Service maintenance. To the extent reasonably practicable, DSI shall give at least eight (8) hours prior electronic notice of Service maintenance events and schedule outside the business hours of 6:00 AM - 10:00 PM EST.</p> <p>DSI shall use reasonable efforts to ensure the availability of the API in accordance with the service levels described in Section 3.3(a). Notwithstanding the foregoing, DSI does not guarantee any required uptime, performance, or integrity of any product, application or service that integrates with and/or otherwise utilizes the API (including, without limitation, any such product, application or service developed by Subscriber). Moreover, DSI shall not be liable to Subscriber or any Third Party for the unavailability of the API or the failure of the API to perform in accordance with its specifications. Subscriber shall not represent to any Third Party any availability or performance levels with respect to the API.</p> <p>Dude Solutions is transparent regarding our systems availability. We publicly post our availability site (http://status.dudesolutions.com/) to provide customers with access to our historical availability metrics and real-time status.</p>

27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Dude Solutions is willing and able to provide products and services to all Sourcewell participating entities in the United States.</p> <p>Our team completes implementation for more than 500 clients and 2,000 products annually. Our 500-person global team supports more than 12,000 clients. Our capacity to quickly respond to Sourcewell members' needs is more than adequate, thanks to our Agile approach to development and implementation.</p> <p>For more than 20 years, we have demonstrated a proven track record of building, migrating, and managing a wide variety of enterprise COTS software solutions in the cloud. Our strengths as a partner revolve around our core expertise with product- and user-centric software development. Dude Solutions bolsters this focus with best practices in modern software development lifecycle, including ongoing commitment to Agile methodologies and beautiful UX design.</p>	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Dude Solutions maintains an office in Toronto, Ontario and provides services to more than 500 Canadian clients. Data storage for Dude Solutions products is hosted in the United States and complies with applicable security laws for government agencies in Canada and abroad.</p> <p>Dude Solutions provides software to clients in the United States and nine other countries around the world. We are fully capable of executing contracts and providing services for Canadian entities within both government and education sectors.</p>	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Dude Solutions does not have geographic limitations that would prevent us from serving any area of the United States or Canada that is adequately provisioned with internet service to deploy our software.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Dude Solutions will participate in all entity sectors, including government, education and not-for-profit.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None. Dude Solutions offers virtual product implementation that would allow us to deploy our SaaS systems in any location with internet access.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>When a DudeSolutions account executive identifies a client or prospect that is considering a solution and also mentions they are planning to use an RFP process, the employee will introduce Sourcewell as an option that would be of benefit to the client and/or prospect. This happens in highly customized, one-to-one conversation between the prospect/client and the DudeSolutions employee. Because most of our clients and prospects are already Sourcewell members, we primarily need to remind them of the benefit that Sourcewell provides at the right point in their buying process.</p> <p>Dude Solutions intends to provide a website section dedicated to our valued cooperative purchasing partners, along with co-branding that will clearly identify Sourcewell as a procurement mechanism. Further, our marketing team is providing opportunities for Sourcewell to directly reach potential clients through event sponsorship and access at Dude University. Collateral provided at Dude U, our annual user conference, will route prospects toward Sourcewell as a purchasing platform.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Dude Solutions uses a business intelligence tool called Qlik to power our marketing insights across channels and programs to best understand what is working most effectively in our strategy, programs, and mix. Qlik pulls data from Salesforce, Marketo and Google Analytics consolidates and allows a wide range of analytics across the prospect and client journey. This information allows us to make smart adjustments in our programs and approach.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Dude Solutions would expect that Sourcewell will continue to represent our product lines, aligned to support the Public Sector and Education Administration Software Solutions with Related Services contract, as well as update their website with our marketing collateral, sponsor Dude University 2021 and potentially help us drive acquisition to events that we host, reaching thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada who are potential clients.</p> <p>Dude Solutions will continue to educate our national education and government vertical sales teams on the awarded contract (supporting contract documents, 60K member base, etc.) and continued education and value proposition using their contract offers to our entire public sector client base. We will be creating a landing page on our website to represent our partnerships, to include contracts awarded, and Sourcewell will have a microsite dedicated to the contract (and all supporting documents and a link back to your landing page). We will also plan to support/sponsor your annual event, H20, in 2021.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Dude Solutions does not currently offer our products and services through an eCommerce and/or online purchasing platform.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Dude Solutions has a set methodology which is being used in thousands of organizations. We have developed a system that is easy to use and cost-effective. Topics we will cover could include setup of the system, training of all personnel, data conversion, and a step by step strategy for the transition from the current system to the proposed solution.</p> <p>Training is standard and included in the annual cost of our software, with the exception of our Professional Service Packages. These packages offer more in-depth training and custom classroom topics that may fall outside the scope of a traditional learning path. Training is tailored to each customer based on their system configuration. Standard training is also unlimited for our valued clients.</p> <p>Our internal client support and implementation team members provide training. We do not outsource this service.</p> <p>Dude Solutions utilizes a web-conferencing application allowing us to share desktops and view the same information between parties. Because all of Dude Solutions' modules/applications are totally on-demand, we are able to view the same information the client sees simultaneously. Dude Solutions has several approaches to training that ultimately are determined by the client.</p> <p>Dude Solutions provides virtual classroom training sessions as well as individual sessions. Clients can utilize a "train the trainer" approach. This includes training both during implementation as well as any ongoing training after your product goes live. We have the following primary mediums for delivering training:</p> <p>Virtual Classroom Training This method is conducted via internet and teleconferencing mediums. This allows you to go at your own pace through the implementation journey. Training curriculum and schedules are kept up to date on our help site. You will also benefit from building your industry network and hearing best practices from other clients in these one to many training sessions. Virtual training is an unlimited resource for all clients.</p> <p>Online Help Content Available around the clock, our help site includes guides and videos to assist clients with their Dude applications. It is also a great place to check for regular product enhancements and updates based on client input.</p> <p>Virtual Consultation Packages If purchased, Dude Solutions will provide remote consultation for your organization to help you with everything from data cleanup and migration from legacy solutions, deep dive assessment of current workflow and configuration to end-user training and go-live support.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>Dude Solutions is a leading provider of software-as-a-service (SaaS) solutions. Our software suite is 100% cloud-based and includes products for:</p> <ul style="list-style-type: none"> Community Development Work & Asset Management Energy Management Technology Management Event Management Capital Forecasting Safety Management <p>In addition to these products, Dude Solutions also offers these professional services (availability depends upon products purchased):</p> <ul style="list-style-type: none"> Onsite training programs Facility condition assessments Dude University, our annual user conference Professional data services, including data collection and import Integration support Asset Essentials <p>There's one big problem with relying on paper and desktop programs: They're not reliable. Without the insurance of cloud-based software, our potential clients are playing a risky game of "here today, gone tomorrow." Paper and desktop programs are time-consuming and often disorganized.</p> <p>Dude Solutions offers modern, cloud-based software that helps our clients make measurable progress toward maintenance, asset management and work order processing goals. No more confusion thanks to better communication. No more backlog thanks to preventive and predictive planning. No more work falling through the cracks or going undocumented thanks to software accessibility in the office and in the field. Asset Essentials offers cloud-based software that can be easily accessed in the office and on mobile devices, no matter where your team needs access. Asset Essentials allows users to use a single, intuitive dashboard and leave their headaches behind.</p> <p>Capital Forecasting and Predictor</p>

Dude Solutions offers two capital planning systems for our valued public-sector clients: Capital Forecasting and Predictor. Both are integrated with our flagship platform, Asset Essentials, offering robust reporting and predictive tools for our clients' future growth.

Everything in our clients' buildings will need to be repaired and, eventually, replaced; but no entity has an unlimited budget. With Dude Solutions' software, clients gain certainty about their valuable assets, along with the ability to predict and prioritize maintenance based on real-time data.

Clients level the spikes in their budgets, prevent financial surprises and justify requests for resources, all from a central solution. Use your insights to create more visibility into the work that matters and steer your team toward the work that will make the most impact. Our user-friendly interface helps clients create the most precise projections for today, tomorrow and decades in the future.

For clients that need even more robust capital forecasting capabilities, the Predictor Platform brings unparalleled power in life-cycle modelling, enabling teams to tell the story of their asset future to stakeholders more efficiently than ever before. Predictor optimises service-level outcomes and captures capital expenditure with industry-specific algorithms that accurately predict the future behavior of assets. Clients are empowered with the data-driven evidence to make better decisions about their assets.

Energy Manager

Educational institutions, governments and not-for-profits often find that utilities drain resources. Utility costs are often the most overlooked as a source of cost savings. Enter Dude Solutions' Energy Manager, a new way to approach energy consumption, clarity and control.

Gather detailed information on current utility spend to identify possible billing errors, centralize billing and meter readers, and more. With enhanced visibility, clients can uncover areas for improvement and gain a deeper understanding of your energy consumption. Create unlimited reports for compliance, show the progress of energy efforts and more all from a user-friendly solution.

SmartGov

Many local jurisdictions still rely on paper-based processes and inefficient legacy on-premises systems to manage business needs like permitting, business licensing, inspection, code enforcement, plan review, parcel and fee management. With complex and time-consuming tasks like permitting, the lack of a streamlined system often leads to poor communication, longer processing times, disgruntled citizens and bad public relations.

Dude Solutions SmartGov™ lets clients manage all of their essential processes tied to permitting, licensing, inspections and code enforcement in a single web-based system that is hosted in the Amazon Web Services (AWS) cloud.

SmartGov improves back-office efficiency while increasing citizen engagement, both of which drive business revenue.

Event Manager

There's a lot to think about when allowing community groups to use your facilities. Permissions, setup, personnel, billing and more — these are only a few things that fall in our clients' laps. There's also the fear of facility damage and the frustration of scheduling mix-ups.

Proper event management software makes scheduling and coordination simple for both you and event requesters. With the right tools, everyone can win. Using Event Manager™, a centralized, user-friendly calendar system, you can manage usage requests and requirements, track scheduling and account for expenses. Plus, clients can simplify the billing process and start recovering costs.

Integrated Suite

Dude Solutions offers an integrated platform between energy, events, assets and capital planning that reduces costs and increase productivity with data-rich reports. This integration capability allows our clients to more strategically manage, maintain and invest in their school and government facilities.

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Dude Solutions can provide support for sustainability initiatives through a lower-impact implementation protocol. Our systems traditionally use paperless technology to prevent waste. Communication with The Dude throughout your implementation process will be mostly electronic to eliminate the need for paper storage and recycling. Further, maintenance of our software relies almost exclusively upon electronic communication, limiting the organization's need for paper requests.</p> <p>Additionally, employees at The Dude are encouraged to consider the environmental impacts of their travel arrangements for any onsite services.</p> <p>Finally, The Dude offers solutions that are, at their core, designed to improve the social and economic vitality of your community by maximizing the value of each taxpayer's contribution. The very nature of our services—energy management and reporting—delivers the sustainable effects that an organization deserves for furthering its own sustainability initiatives.</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>As a SaaS product, Dude Solutions' systems are not rated for eco-friendliness or green/sustainability factors. However, we have pursued internal efforts to become a "greener" company.</p> <p>Dude Solutions' guiding principles lead our clients toward more sustainable approaches in their everyday operations. In general, our software-as-a-service systems allow clients to "go paperless" with more frequency, reducing the environmental impact of facilities and energy management. Our solutions are designed with efficiency and sustainability in mind, and we carry those principles into our own everyday work.</p> <p>Internally, Dude Solutions employees are encouraged to pursue sustainability efforts through our Green Dude initiative. This internal team of sustainability-oriented employees strive to bring awareness of our impact on the environment and inspire positive change through education. The Green Dude team is guided by these principles:</p> <p>Educate Dude Nation on sustainability best practices. Partner with local organizations to provide volunteer opportunities. Introduce Dude employees to energy saving options, both at work and at home. Strive to minimize waste both within our group and Dude Nation In the past year, the Green Dude has hosted an Arbor Dude Fair, which brought educators and vendors from throughout the region to our Cary, North Carolina, headquarters. We partnered with organizations such as CompostNow, The Produce Box and Trees for the Triangle to promote education and volunteerism locally.</p> <p>In addition, Dude Solutions facilities are equipped with sustainable equipment such as movement-sensitive light sensors, which prevent energy waste in unoccupied buildings. Individual employees are encouraged to responsibly consume energy by turning off and unplugging their equipment at the day's end.</p>
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>The principal beneficial owner of Dude Solutions, Inc. is Clearlake Capital Group, L.P. which is certified as an MBE as evidenced by the attached certificate.</p>
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>There are a million critical moving pieces inside your organization that need to work at their best to keep our clients' operations running smoothly.</p> <p>Their reality is a patchwork of tools, tech and talent that's tricky to manage. And our clients' role has evolved, too. As they are overseeing the day-to-day, they're also being asked to see into the future.</p> <p>Dude Solutions is software for smarter operations. With over 12,000 happy clients and 20 years of experience, we serve as our clients' trusted partner. Offering a connected suite of solutions to give our clients visibility into every aspect of your operations. We provide predictive insights to help users anticipate what actions to take next.</p> <p>With industry-focused expertise, legendary support and a proven track record of success, we meet our clients where they are today to prepare them for tomorrow.</p> <p>Dude Solutions accomplishes this through a commitment to being a trusted partner, offering a connected suite of software products and creating the predictive insights decision-makers need.</p> <p>Deep, industry-focused expertise — and a proven track record of success</p> <p>We know our clients' world inside and out. From the energy that powers your spaces to the equipment, tools and assets crucial to helping your organization do its best work. We've spent the last 20 years helping over 12,000 clients transform their operations.</p>

		<p>End users benefit because we work closely with front-line staff, from implementation to impact. We guide these teams to quick wins to help them gain control of their operations from day one. The Dude is always beside our clients! We offer legendary support, an ever-growing knowledge base, the annual Dude University conference, ongoing training and a dedicated team committed to your success. Clients are never alone in their day-to-day work or in their mission to improve operations.</p> <p>Dude Solutions understand the nuances of the changing operations landscape. And because we've been down this path with clients 12,000 times before, we know what it takes to succeed. We work with our clients to identify and implement the right solutions to help them reach their goals. Then we help clients benchmark, measure and share the results, all while ensuring every member of the operations team feels confident and empowered to harness the power of our solutions.</p> <p>Integrated solutions to give you visibility into every aspect of your operations</p> <p>When every aspect of our clients' operations talks to each other, they gain powerful insights that shape the way they work. We know the journey to a fully integrated ecosystem doesn't happen overnight. So, we meet clients wherever they are to create a strategy and chart a course to connectedness.</p> <p>Front-line users receive a single, intuitive view into every aspect of their operations — from the assets they manage to the energy their facilities consume. This helps them identify opportunities for improvement, spot issues before they become headaches and understand what actions to take next to make your operations more efficient.</p> <p>The Dude system also helps decision-makers identify trends, create forecasts and plan for the future by bringing together important information from across an organization. This improves collaboration among their teams. Clients can leverage data to make more informed decisions about where to shift focus or allocate budget. We empower clients with a unified view into the state of their world, so they can confidently make the case for more resources.</p> <p>Intelligence that transforms work and shows a clear path to the next action</p> <p>We make sense of the information already inside an organization — and benchmark it against other, similar organizations — to help clients plan what to do next. Users can anticipate and act on issues before they arise, with insight into the actions that drive the best outcomes.</p> <p>We help front-line users spend more time doing the work they want to do and less time putting out daily fires. Dude Solutions' systems bring together hundreds of data points from across an organization into an intuitive, actionable dashboard. We help clients identify opportunities for improvement across every department, including tech, electrical, plumbing, facilities, utilities, events. Users are empowered with insights and reports to mitigate risks, anticipate costs and effectively manage workload.</p> <p>Dude Solutions also uses our deep knowledge of the government and education sectors, along with the data we've collected over 20 years, to create powerful predictive models. This allows clients to reduce costs and downtime and avoid unplanned asset, resource or monetary expenses. Our systems help clients more accurately forecast their capital needs for tomorrow — and the day after. Our SaaS offerings are powered by a data platform that never stops learning and improving.</p>
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
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42	Do your warranties cover all products, parts, and labor?	<p>DSI's subscription agreement includes the following warranty:</p> <p>(a) DSI represents and warrants that during the applicable Subscription Term that the Service will perform materially in accordance with the applicable Documentation. For any breach of this warranty in Section 7.2(a), Subscriber's exclusive remedy and DSI's entire liability shall be as described in Section 6.3 (Termination for Convenience).</p> <p>(b) DSI represents and warrants that all such Professional Services shall be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of this warranty in Section 7.2(b), Subscriber's exclusive remedy and DSI's entire liability shall be the re-performance of the applicable Professional Services.</p> <p>(c) EXCEPT AS EXPRESSLY STATED HEREIN, THE PARTIES MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES OR ANY CONTENT. PARTIES DISCLAIM ALL REPRESENTATIONS OR WARRANTIES THAT: (I) THE USE OF THE SERVICES OR API SHALL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (II) THE SERVICES OR API SHALL MEET SUBSCRIBER'S REQUIREMENTS OR EXPECTATIONS; (III) ANY STORED DATA SHALL BE ACCURATE OR RELIABLE; (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY SUBSCRIBER THROUGH THE SERVICES SHALL MEET SUBSCRIBER'S REQUIREMENTS OR EXPECTATIONS; (V) ERRORS OR DEFECTS SHALL BE CORRECTED; (VI) THE SERVICES OR THE SERVER(S) THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES AND ALL CONTENT IS PROVIDED TO SUBSCRIBER STRICTLY ON AN "AS-IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY THE PARTIES.</p>	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	This is not applicable for software-as-a-service.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This is not applicable for software-as-a-service.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	This is not applicable for software-as-a-service.	*
47	What are your proposed exchange and return programs and policies?	<p>DSI's subscription agreement allows for Termination for Convenience in the Initial Term of the software subscription as follows:</p> <p>Subscriber may terminate this Agreement (including its Service subscription and Account) at any time for convenience by providing DSI forty-five (45) days' prior written notice to the following email address: notice@dudesolutions.com. Upon termination by Subscriber pursuant to this Section 6.3, Subscriber may request in writing and be granted a refund. If DSI receives Subscriber's written notice of termination during the Initial Term, DSI shall refund to Subscriber any prepaid Subscription Fees of the Initial Term Subscription determined based upon the number of full months remaining in the Initial Term (based upon the effective date of termination. For avoidance of doubt, no refund shall be granted during a Renewal Term or with respect to Professional Services rendered.</p>	*

48	Describe any service contract options for the items included in your proposal.	<p>The standard implementation line items and ongoing support, with the exception of any additional Onsite Consulting Packages, are included in clients' annual subscription at no additional cost. Dude Solutions does not limit access to support resources or offer tiered support options.</p> <p>As SaaS customers, clients will receive the following support as a standard service. Any optional services will be covered in individual clients' proposals.</p> <p>Lifetime support for all active product subscriptions includes:</p> <p>Toll-free telephone support by dialing (877) 655-3833, Monday to Friday 8:00 AM – 6 PM ET Friendly representatives who will answer the phone within 3 rings and direct you to a knowledgeable team member who can help Email support – we answer 98% of our support emails within 1 hour Instant help through our software with live chat during business hours</p>	*
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Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	<p>Subscriber shall, on or before the commencement of the Initial Term of a Service subscription, pay to DSI the Annual Fee for such Service subscription. Thereafter, DSI shall invoice Subscriber for each applicable Annual Fee at least sixty (60) days prior to the commencement of the applicable Renewal Term. Subject to the terms of the Order Form and DSI's commercial subscription agreement, Subscriber agrees to pay all Annual Fees no later than thirty (30) days after the receipt of DSI's applicable invoice. Subscriber is responsible for providing complete and accurate billing and contact information to DSI and notifying DSI of any changes to such information.</p> <p>Payment for professional services is upon completion of services or milestones, if applicable.</p> <p>We do not offer a discount for prompt payments.</p>	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	This is not applicable to SaaS.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Dude Solutions will present the client with an Order Form outlining the services to be provided thereunder, including any addenda and supplements. Upon the participating entity's electronic or written acceptance of the Order Form or issuance of a PO referencing such Order Form, the participating entity agrees to be bound by the terms of the Order Form. Dude Solutions will issue an invoice to the client with net 30 payment terms. Since all deals flow through CRM, we are able to easily report on all sales to a specific client or partner.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We do accept P-cards as a form of payment at no additional cost to our clients.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Dude Solutions offers software-as-a-service as annual subscriptions and services which support the set up and use of the software. Dude Solutions will make a catalog of its software offerings and services available to Sourcewell, and the following discounts shall apply to the catalog list price:</p> <p>Software subscription discount: 21%</p> <p>Activation/Set up Fee Discount: 6%</p> <p>Vendor Services: 3%</p> <p>DSI Service: 5%</p> <p>Dude Solutions, Inc. periodically reviews and updates catalog price books in response to the market. Such updates may include price adjustments and the addition of new product and/or service offerings. Proposals generated after a new price book is filed will use the new price book. Any outstanding proposals issued may be honored for a reasonable period of time to accommodate a participating entity's internal procurement processes. Dude Solutions maintains the right to increase subscription fees and other applicable fees and charges in connection with each renewal term, but such renewal fees shall not exceed the pricing on file with Sourcewell at the time of a participating entity's subscription renewal.</p>
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Dude Solutions will offer the following discounts off of its catalog list price:</p> <p>Software subscription discount: 21%</p> <p>Activation/Set up Fee Discount: 6%</p> <p>Vendor Services: 3%</p> <p>DSI Service: 5%</p>
55	Describe any quantity or volume discounts or rebate programs that you offer.	Not applicable
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	This does not apply to DSI's business model at this time.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	This does not apply to DSI's business model at this time.
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	This is not applicable for software-as-a-service.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	This is not applicable for software-as-a-service.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	This is not applicable for software-as-a-service.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	Dude Solutions holds itself accountable to high internal standards. Dude Solutions utilizes a quote-to-cash process within its CRM system to manage all order transactions. The discount schedule is entered into the CRM system, making it easy for sales reps to include Sourcwell and applicable pricing on client quotes. Sales reps select Sourcwell as the purchasing partner and discounts are automatically applied to the products and services included in the quote presented to the participating entity. When an order is closed, DSI's Order Operations team confirms contract pricing. when processing the order. An agreement is created for each order reflecting the applicable purchasing partner used by the client and this agreement flows to DSI's billing team for an invoice to be issued. Payments are recorded against this agreement, allowing DSI to efficiently report on transactions each quarter.
63	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	DSI proposes an administrative fee of 2% Vendor's sales under the Contract. This fee will be reported and issued for paid transactions received each calendar quarter.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Asset Essentials</p> <p>Asset Essentials is a cloud-based maintenance platform developed for education maintenance operations management, whether your maintenance needs are daily, monthly or annually. With our software, users can initiate, assign and track the progress of maintenance work orders; manage assets and equipment; develop advanced workflows with preventive maintenance (PM) scheduling; utilize Internet of Things (IoT) technology for predictive maintenance (PdM); create steps for audit and inspections; upload and categorize safety program documentation; manage work order parts; and assist with purchasing/requisition management. In addition, Asset Essentials has functionality for document management, reporting and mobile capabilities.</p> <p>Workflow Management</p> <ul style="list-style-type: none"> • Work order request management • Automatic request routing • Location/asset-based work orders • PM and PdM calendar scheduling • Custom fields for organization-specific work order information • Job planner/calendar view for technicians • Work order prioritization <p>Work Tracking & Monitoring</p> <ul style="list-style-type: none"> • Ability to bulk update work orders • Automated email notifications for work assignment based on asset, work type, location and more • Automatic work order scheduling based on PdM • Audit trail and log tracking • High-level project tracking <p>Equipment/Asset Management</p> <ul style="list-style-type: none"> • Cost tracking and repair history for total cost of ownership (TCO) decision-making • Calendar/meter reading tied to PM/PdM scheduling

- Supplier/vendor tracking at asset level

Mapping

- Base map of your institution's geographic area
- View and manage your work orders on a map view
- Create work orders and visually pin them to their appropriate location
- Switch between street and satellite views
- Filter work orders by priority, status, work category and more

GIS Asset Management

- Holistic view so you can effectively manage work and assets inside and outside the building
- Manage your work orders, GIS assets and maintenance activity in one place
- Leverage ESRI ArcGIS integration to manage and maintain GIS assets
- View your upcoming workload spatially to measure and plan routes
- Prioritize work using insights from your GIS data
- Connect work orders to your GIS assets
- Update work in real time on iOS and Android devices (see mobile app and version requirements)

Audits & Inspections

- Create steps for audit and inspection completion
- Access easy-to-use Audit & Inspections feature in mobile app
- Attach notes and photos to audit and inspection steps

Safety Programs

- Upload and categorize safety program documentation
- Assign team member to audit documentation to ensure it's current and compliant
- Attach documentation to work orders and preventive maintenance
- Collect e-signatures to prove acknowledgment when safety documentation has been viewed

Work Order Parts & PO Management

- Work order parts inventory, including physical count
- Just in time (JIT) inventory
- Purchasing/requisition management

Reporting & Analysis

- Predefined dashboard with KPIs, reports and charts
- Budget tracking based on historic data and projections
- Print/export to Excel, create PDF for reporting
- Data analyzer tool

Mobile App

- Supported on iOS and Android devices (see version requirements)
- Download free from Apple App Store or Google Play
- Bar code and QR code capabilities for more efficient work order, asset and parts management

Document Management

- Attach documents to assets and work orders
- Supported formats include PDF, Microsoft Word, Excel, plain text

Asset Essentials Inventory

Asset Essentials Inventory is an inventory management solution that allows you to track your inventory & supplies through streamlined processes for part transactions, work order parts management, purchase ordering and cost analysis.

- Detailed Part information
- Barcoding
- Transactional Part History
- Inventory Location Management
- Work Order Parts Management (Reactive and Preventive)
- Purchase Order workflows
- Physical Counts
- Reporting
- Notifications: when a part reaches reorder point or minimum quantity

AE – Connector Toolkit

The Connector Tool is an on-premises tool installed on your in-house device that assists in batch imports and exports of CSV files. A Client Services Center consultant will help guide you through the installation and startup process plus a sample file demonstration. All you need to take this training course is an Internet connection.

Asset Essentials – Safety

Safety Programs

- Upload and categorize safety program documentation
- Assign team member to audit documentation to ensure it's current and compliant
- Attach documentation to work orders and preventive maintenance
- Collect e-signatures to prove acknowledgment when safety documentation has been viewed

MaintenanceEssentialsPro

MaintenanceEssentials Pro™ is the leading cloud-based facilities management solution for education operations that simplifies the work order and preventive maintenance process, helping you streamline work order request generation, completion status tracking and reporting. MaintenanceEssentials Pro allows you to create, assign and manage recurring maintenance tasks more efficiently and be a better steward of your institution. In addition, MaintenanceEssentials Pro has functionality for mobile capabilities.

Corrective Maintenance

- Submit work order requests from anywhere
- Automatic request routing
- Work order ranking and prioritization by project, location and budget
- Include budget codes, projects, equipment, labor and purchases with work orders
- Attach files to work orders for quick reference

Preventive Maintenance

- Recurring maintenance and PM tasks
- Cost reduction by 2 to 10 cents a square foot
- Reduce emergency work orders by 60%
- Interactive calendar for resource scheduling
- Equipment tracking

Mobile Applications

- Easy access to work orders
- Accurately track time-on-task
- Attach files to work orders from your mobile device

Operations Dashboard

- Business Intelligence (BI) reporting directly from Dude Platform
- Benchmark your progress
- Compare your performance to others in your region
- KPIs automatically generate into an executive PowerPoint format

Inventory Direct

Inventory Direct is a cloud-based inventory management solution that tracks all inventory transactions. Streamline the process of requesting, ordering, and tracking supplies and tools and allocating supplies to upcoming work requests.

Productivity

- Manages inventory items by various category types
- Allows inventory to be issued to a location, project, person, or work order
- Enables users to batch approve and issue inventory items to a specific request
- Includes catalog for easy viewing and selecting inventory items to purchase
- Integrates with MaintenanceEssentialsPro to track inventory items required for preventive maintenance tasks

Communication

- Features online requests for inventory and supplies
- Automatically emails requesters their request receipts
- Sends email notifications on what was approved, denied, or on back order
- Complete transactions of issue, receipt, and other tasks with any handheld device

Budget

- Tracks all material transactions such as receipts, returns, and adjustments
- Assigns stock pools to see what is low and replenish as needed
- Adjusts cycle counts and tracks why changes occur in re-inventories

Reporting & Documentation

- Displays list of items that need to be reordered, including supplier and suggested reorder quantity
- Tracks detailed information such as unit of issue, contract status, and tag number
- Generates detailed reports and graphs

Connect Authenticate

Connect Authenticate is an Active Directory Federation Services Single Sign-On (ADFS SSO) solution that allows users to securely access Dude Solutions applications by using the same secure credentials they use to connect to their organization's network. Users connect to their organization's network, and the network

then authorizes them to use the Dude Solutions products with the use of Security Tokens. When a user accesses a Dude Solutions product, they will be redirected to another site that you determine and will provide their designated network metadata to log in, eliminating the need for a Dude Solutions-specific password.

Key features:

- Network Connection
- Configuration Portal
- User Authentication Process
- User Management
- Authorization
- Documentation

Critical Alarm Automation

Critical Alarm Automation is a building automation alarm solution that integrates with MaintenanceEssentialsPro. Automatically filter 'nuisance' alarms, generate work orders within MaintenanceEssentialsPro, and escalate critical alarms to appropriate personnel.

Productivity

- Provides intelligent filtering, reducing erroneous alarms
- Includes template to auto-fill work orders with information such as building, craft, trade, and specific equipment
- Automates work order generation in MaintenanceEssentialsPro, reducing data entry
- Colors critical alarm work orders green to help with searching and reviews
- Verifies response to alarm notifications

Communication

- Escalates critical alarms to next person in line, if not reviewed within specific timeframe
- Utilizes ASHRAE BACnet or Tridium NiagaraAX platform standards and/or standard email
- Integrates with MaintenanceEssentialsPro for efficient data exchange

Reporting & Documentation

- Tracks and documents all critical alarms within the system
- Generates customizable, detailed graphs and reports illustrating alarm history

Capital Predictor

Capital Predictor is a cloud-based budget projection solution developed to create an accurate list of future maintenance needs. Users can accurately allocate resources for future work orders decades in advance by inputting information on existing asset lifecycles, facility condition assessments (FCAs) and work order history. This data is used to generate reports for key stakeholders to prove the value of work and the need for funding.

Prediction Modeling: Apply service-based life cycle degradation paths and proven proprietary algorithms at component, specific asset, asset type or asset class level, enabling accurate forecasting of the health of your entire network; monitor the effects of maintenance and treatments applied.

Live Data & Reporting: Improve efficiency exponentially by sharing accurate, digestible and up-to-date asset management reporting outputs — no training or software installation required.

Visualization Integrations: REST APIs and data connectors integrate seamlessly to GIS, BI and analytics engines to bring your asset management plans to life and engage your audiences. Integrate multiple input sources and create a unified, informed story.

Comparison Reporting: Forecast changes to future condition and service levels of every asset in your portfolio given decreased, fixed or increased funding. Inform capital investment decision-making to maximize asset health with accurate scenario modeling (up to 50 years) across treatment types, intervention points, funding levels required and more.

Energy Manager

Energy Manager is a cloud-based platform that creates unprecedented clarity into your utility bills and identifies areas of cost and consumption savings while improving your facility's conservation programs. With your organization's utility bills centralized, savings opportunities are easily visible by identifying possible billing errors and low performing buildings. In addition, Energy Manager moves beyond traditional utility bill accounting to enable true energy management, including measurement and verification of capital projects, near real-time utility data collection and engagement of building occupants, while seamlessly setting the stage for data-driven discussion on how energy is used in your portfolio and how to use it more efficiently.

- Track and monitor utility bills and compare usage data
- Quickly view high-level trends, cost and usage, view historic utility data and track ENERGY STAR rating with ENERGY STAR Sync via Dashboards
- Configurable views, reports, searches and graphs
- Report on use/cost, carbon emissions, budget data, avoided cost and weather
- Build custom reports based on utility bill information, use and cost rankings, and historical use/cost
- Using IMPVP standards, measure and verify use and cost savings while taking weather and relevant factors into account
- Create custom walkthroughs and steps to perform
- Create and manage Special Event Checklists and/or shutdown procedures
- Create O&M tickets to track energy maintenance issues
- Create Capital Projects to track and measure against actual usage

Energy Star Sync

Create an ongoing sync of your data from Energy Manager's database to Energy Star to see how you stack up with similar facilities and for compliance purposes, if needed.

Public Billboards

Ability to broadcast select reports and/or KPIs to external stakeholders and/or the community to show progress on ongoing energy efforts and show stewardship of valuable tax dollars. These are designed to be shared on public kiosks, large screens, computer monitors, tablets and more.

Utility Bill Population

Dude Solutions team populates your bill data into your Energy Manager database, thus reducing the amount of staff time needed to type or upload bill data and free you up to focus on more strategic items.

Utility Bill Population & Management

Dude Solutions team populates your bill data into your Energy Manager database, thus reducing the amount of staff time needed to type or upload bill data and free you up to focus on more strategic items. In addition to the populating your bill data, the Dude Solutions team will investigate any anomalies on the client's behalf to correct errors and prevent future mistakes made by utility providers.

Interval Data Recording & Management

Ability to see near-real time data (15-minute intervals of the day prior, or whatever the utility can provide) on your organization's usage. Identify and act upon waste before it appears on next month's bill and affects your budget.

EventEssentials Pro

EventEssentials Pro is a cloud-based collaborative event management solution that simplifies the facility scheduling and community use process, providing your educational institution with tools to process online payments and data to benchmark progress, plus the best practices coaching necessary to guide your team to success. It includes:

- o Facility Scheduling
 - o Recoup approximately \$18 per student by implementing a cost recovery program and improving coordination of support resources
 - o Automate the scheduling process and eliminate scheduling conflicts, ultimately saving your staff's time and maximizing your building's efficiency
- o Community Use
 - o Improve customer service by automating communication and feedback with community members using an online portal for all event requests
 - o Recover \$5 per student annually and 10 minutes per event by improving efficiency and communication with external groups
- o Online Payments
 - o Save valuable time and money through a new online payment system. Online payments improve collections by 10% and save \$2 per student per event.

TripDirect

Dude Solutions Trip Planning is a cloud-based trip planning and management solution that streamlines the educational trip workflow process. The solution is accessible via connection to the internet (see Technical Requirements). Each user will be given access via Dude Solutions Single Sign-On (SSO) credentials. From the central dashboard, users can manage requests, track trip-related costs for budget support, automate notifications for departments and provide reporting assistance.

Trip Management

- o End-user trip request submission with status updates
- o Automated routing for trip requests to approval managers
- o Print trip consent forms
- o Manage driver and vehicle scheduling
- o (Optional) score drivers by hours, overtime and tenure

Budget Support

- o Support budgeting data
- o Track trip-related costs, including:
 - Driver wages
 - Mileage
 - Purchase

Event Manager

Event Manager is a cloud-based platform that helps you schedule, organize and promote all of your organization's events from start to finish in one system. From the time a facility request comes in to when you're running reports on the event afterward, Event Manager is your easy-to-use, centralized system for every task. The solution simplifies the approval process for facility usage requests, streamlines staff workflows to drive efficiencies, eases the promotion of events and facilities to amplify community engagement, and organizes billing to maximize cost recovery, all while compiling data you can use to confidently report on your events and drive future decisions.

Scheduling & Publishing

- Master calendar with private and public calendar sites
- Upload specific schedules, such as classes and/or athletic events, to reserve space and display
- Customizable color, fonts and logos to match your branding
- Event filtering by category, location and/or keywords
- Registration and ticketing for paid or free events
- Event promotion via email or social media with built-in designs
- SEO-friendly with Google Analytics integration available
- Social referral features for many of the largest social media channels

Event Management

- Check availability based on locations or time
- Include setup and breakdown times
- Customize the workflow for internal event approval process
- Manage tasks in relation to specific events while pulling in the proper service providers
- Online payment using our preferred providers: Stripe, PayPal and more
- Pre-selected options for rooms/sites to be configured upon arrival of rented space
- Create, send and track invoices
- Establish fee packages based on organization type

Community Use

- Request portal for community requests to utilize your institution's facilities
- Ability for community to search using keywords
- Custom branding to best highlight your facilities availability for public usage

Incident

Incident is a powerful, online technology incident and help desk management tool that streamlines the entire technology workflow process, from incident request to resolution. Features include:

- Manages incidents for computers, audio visual and telecomm equipment
- Enables requesters to submit incidents and check status online
- Features enhanced routing with programmable logic for managing and automating incident approval and assignment
- Helps requesters identify problems at point of request through troubleshooting questionnaires
- Features work queues to group requests by problem type and automatically route and assigning incidents
- Enables easy import of existing inventory of IT assets
- Tracks detailed asset information including assignment, history, configuration, related incidents and default priority
- Includes online IT discussion board for peer problem solving and role-based public knowledge base for requester self-help
- Integrates with EventEssentialsPro (sold separately) to enable requesters to submit technology requests for event setup
- Integrates with MaintenanceEssentialsPro work order management system (sold separately) to provide "one stop shopping" for staff to submit either facility or IT work requests

Insight

Dude Solutions' Insight takes out the need for manual entry with agentless, automated discovery and inventory management. Our solution creates a seamless, simple way to keep track of all the assets on your network without the added bulk of individual agents on devices.

The Insight PAD initiates two major back-end processes: Discovery and inventory.

- o Discovery – The process of identifying devices on a network by detecting all of its

live IP addresses using ICMP/PING and Nmap Port Scans

o Inventory – The classification and cataloging of discovered devices and collecting details on the device itself, such as the serial number, installed software and hardware details for the asset

SmartGov

SmartGov is a browser-based software-as-a-service (SaaS) solution that securely manages and streamlines processes at every stage of engagement. With automated, mobile-enabled technology, simplify access and processes for citizens and commerce surrounding new business startups, buildings and construction, community expansion, property valuation and more.

Permitting & Planning

- Centralize permit and project data
- Monitor contractor license information
- Automate workflow and approval process
- Define an unlimited number of permit and project types
- Collaborate internally between departments or externally with clients
- Calculate fees automatically, including late NSF penalties
- Attach notes, scanned images and electronic files to a permit or project
- Manage special zoning and conditional requirements
- Assign inspections based on geographical area, violation type or inspector workload
- Integrate with existing GIS systems

Business Licensing

- Manage licensing from new applications to renewals and expirations, including timelines, fees and inspections
- Issue business licenses
- Generate notice letters for applicants
- Enable online application submittal and fee payment
- Allow for expirations or blocking of permit and inspection requests
- Enable users to view business license history

Electronic Plan Review

- Paperless processing of all plan reviews and reporting
- Enable workflows, task routing, approvals and digital plan review functionality
- Concurrent review by multiple users in real-time
- Track changes and revisions throughout the lifecycle
- Add markups, comments and time-stamps to drawings
- Attach code references to comments and generate code reference/ comment documents
- Store frequently-used comments
- Compare multiple versions of drawings with overlay and side-by-side view

Enforcement

- Automate enforcement, from complaint submittal to resolution
- Centrally track and manage unlimited case types, code violation activity and deadlines
- Assign inspections based on geographical area, violation type or inspector workload
- Track investigations, hearings and legal actions
- Automatically calculate violation fines
- Attach notes, scanned images and electronic files to a case
- View case resolution and create a permanent case history
- Integrate with existing GIS system

Inspections

- Unify automated workflows, task lists, scheduling and note-taking
- Define inspection types
- Create checklists of actions for each inspection type
- Assign inspection types and checklists to every project, permit, case or license
- Schedule inspections based on geography, type or inspector
- Track every inspection as part of a permanent digital record
- Sort, query and access records easily, from anywhere at any time

Mobile

- Full suite of permitting tools in the field via any laptop, tablet or smartphone
- Document updates or code issues and communicate them with co-workers and clients in real time

Map Integration

- Enable visualization of any number of GIS layers alongside permits, projects, inspections and code enforcement cases with an ArcGIS integration
- Five Esri GIS layers included: parcel boundaries, sewer or water lines, school districts, floodplain boundaries and zoning districts. Additional GIS layers are optional.
- GIS layers can be displayed in conjunction with the standard base maps included as part of the core feature set

		<ul style="list-style-type: none"> • Display inspection search results and enforcement actions as a point on a map • Navigate existing cases and initiate new cases starting from a map <p>Public Portal</p> <ul style="list-style-type: none"> • Submit permit applications, including digital documents, digital plans, fee payments and inspection requests View the status of permits, inspections and violations • Print reports and required forms • Access fee information • View daily and pending inspection schedules, as well as year-to-date metrics • View and respond to digital plan markup and comments <ul style="list-style-type: none"> o Review real-time plan check comments and inspection result <p>Online Payments</p> <ul style="list-style-type: none"> • Define fee types and rates <p>Assess fees and invoice for payment</p> <ul style="list-style-type: none"> • Receive partial or full payments and issue partial or full refunds • View transaction history • Integrate with payment processors and Financial Management Systems • Manage security and uptime to allow for payments 24/7
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Education</p> <p>Work and Asset</p> <p>Energy</p> <p>Events</p> <p>Technology</p> <p>Capital Forecasting</p> <p>Government</p> <p>Work and Asset</p> <p>Energy</p> <p>Technology</p> <p>Capital Forecasting</p> <p>Community Development</p> <p>Events</p>

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Enterprise resource planning (ERP) solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered
67	Human resource information systems (HRIS)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered
68	Financial management systems	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered
69	Enterprise content management (ECM) solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered
70	Student information systems (SIS)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered
71	Facility management software (FMS)	<input checked="" type="radio"/> Yes <input type="radio"/> No	CMMS systems, event management, energy management, capital planning
72	Court, corrections, law enforcement, or justice system software solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered
73	Municipal services, inspections, and permitting management solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	SmartGov community development software
74	Equipment and accessories related to the offering of systems or solutions described above.	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered
75	Services related to the offering of systems or solutions described above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Implementation, facility condition assessments, additional training

Table 15: Industry Specific Questions

Line Item	Question	Response *
76	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Technical success with the contract will be measured in the following domains:</p> <p>Information security and uptime Support responsiveness Implementation speed and quality Information security and uptime</p> <p>Dude Solutions provides 99.9% system availability which is calculated monthly and determined on a 24-hours-a-day, seven-days-a-week basis. The current status and incident history for our services is publicly posted at Dude Solutions status page - http://status.dudesolutions.com/. We consider the contract a success if we are meeting our system availability service level agreement.</p> <p>Support responsiveness</p> <p>Our internal support teams track time-to-respond metrics for all clients throughout the organization to ensure timely account management and responsiveness. Our internal team is committed to answering email questions within one hour and answering all phone calls within three rings.</p> <p>Dude Solutions also tracks customer satisfaction through the Net Promoter Score to identify opportunities for improvement throughout the organization. We characterize a successful contract as a response of a 9 or 10 on the NPS index.</p> <p>Implementation speed and quality</p> <p>Our team will track key milestones throughout the implementation process, allowing us to determine whether the client's contract is being successfully executed. We do this through the use of Basecamp, a project collaboration tool and task list that supports the management and oversight of key project deliverables.</p> <p>Dude Solutions will work with the client's Project Team to determine the best methods for tracking and acceptance for each implementation project.</p>
77	Describe connectivity and integration capabilities between your offered solution(s) and other software systems.	<p>We have a long history of working with organizations to integrate successfully with their products and various third-party systems. Our cloud-based SaaS solutions provide multiple out-of-the-box options to integrate with third-party systems. Our programs have the ability to store custom data for referential purposes sent from third-party systems. The data interchange/integration tools include:</p> <p>Flat file data exchange via the Connector Tool (AddOn) – The flat file interchange via the Connect Tool contain referential IDs so that they can refer back to the relationship with data elements like WOs to Assets, WOs to transactions, Assets to WOs, and more which can be leveraged to maintain data integrity and relationships.</p> <p>Real-time data interchange via AE Rest APIs (AddOn) – The REST APIs allow the client full access to transactional and reference data captured in the system. These APIs allows for data import and export, as well as means for transactional data transfer. This is more of an advanced option, and requires technical resources on the client side.</p> <p>Flat file downloads via the web application</p> <p>Dude Solutions would work with the client to enable the following integrations with existing software systems, such as:</p> <p>Purchasing Finance Accounts Payable Time Management Human Resources</p>
78	Describe your migration, customization, and upgrade processes.	<p>Data Migration</p> <p>Data Migration can be a complex process and demands that solid requirements are well defined in order to prepare for the data migration process. Dude Solutions will help the client determine the needs for data to be migrated from any legacy system into our products. Decisions will be made jointly via a thorough analysis of the legacy system data and how or if the legacy data should be targeted to be migrated to SmartGov.</p> <p>The consulting team will ask a series of questions, such as:</p> <p>What is the reason you want to migrate your data? What are your public data request requirements? What is the required retention period? What elements are required to meet the need? Once determined, this can expand or lessen the scope to include or eliminate other data points that need to be tracked moving forward</p>

Are legacy systems still available to extract data from?
Do you need to report on this data?
Do you need to be able to search for this data? What is the Search criteria? These questions will help us determine where to store data within SmartGov
The data migration process will include the following steps:

- Define requirements
- Map data elements
- Extract data
- Transform data
- Load data
- Perform data validation with the client
- Resolve data issues
- Validate resolution
- Obtain fresh copy of data
- Add migrated data to configuration
- Validate data and system configuration
- Perform end to end testing
- Perform final data migration
- Move to Production/Training environments
- Migration sign-off
- Deliverables

- Dataset assessment and set priorities with the client
- Evaluate data quality
- Work with the client to cleanse data prior to extract
- Map data elements
- Determine migration pre-requisites and sequencing
- Define migration approach based on requirements definition
- Create and execute validation checklists
- Assumptions and Constraints

The client will provide information related to:

- Data Source
- Database/Source Type (SQL Server, Access, Oracle, etc...)
- Type of Data (tabular, documents, permits, financial, etc...)
- Active data usage
- Point of Contact who know the data structure and content usage
- Provide data validation and testing resources

Customization

Dude Solutions delivers each of its products as a Commercial Off-The-Shelf (COTS), multi-tenant cloud-hosted applications that we configure to meet our clients' needs. Due to robust configuration capability and an intuitive UI, our products typically meet our client use cases out of the box. In rare cases where this isn't true, unique customization requests can be handled on a case-by-case basis.

Upgrade Processes

Dude Solutions runs a standing maintenance window each Wednesday night at midnight through which release notes are posted inside the app the day before being distributed. For any material workflow change where user action is required or a key work flow changes, users get seven days advance notice via in app notifications and emails.

Regular system maintenance is performed weekly during non-business hours (10:00 PM ET to 6:00 AM ET; Monday through Friday). Regular system maintenance can result in brief interruptions to system availability (but still maintaining the overall 99.5% 24x7 availability target).

79	Describe your data integrity and protection standards, data backup, recovery and secure storage solutions.	<p>Dude Solutions has a documented information classification policy for protecting information that is critical to the organization and its Customers. Information must be classified according to the risks associated with its storage, processing, and transmission. Consistent use of the information classification policy facilitates efficient business activities and insures all information is appropriately safeguarded. All Customer data is classified at the CONFIDENTIAL level as a minimum.</p> <p>Data Storage</p> <p>Dude Solutions stores Customer data in commercial state-of-the-art secure data centers. These data centers undergo annual SSAE-18 type II audits and certification. Currently, the data centers are located in North Carolina (primary) and Pennsylvania (disaster recovery). Dude Solutions also uses Amazon S3 and Glacier (Eastern US) for long term archiving of data. Dude Solutions does not store Customer data outside of the United States.</p> <p>Data Encryption at Rest</p> <p>Sensitive credentialing data, such as passwords, are salted/hashed using Password Based Key Derivative Function, also known as PBKDF2. In addition to the hashing of credentialing data, all other databases are encrypted at rest in data center hardware using AES-256 encryption.</p> <p>Data Encryption in Transit</p> <p>All user communication with Dude Solutions applications is via securely encrypted TLS/SSL (TLS v1.1 minimum) communication channels (https). Dude Solutions uses the most current technology for our SSL certificates: 2048 bit key, SHA-2 signature algorithm, and industry standard CA providers. Insecure cipher keys are not used.</p> <p>Customer uploads of data -- if required -- are performed using secure FTP (SFTP) connections. IPSec VPN tunnels and TLS/SSL are used to transfer data between locations for disaster recovery and offsite backup.</p> <p>Data Segmentation</p> <p>Dude Solutions provides multi-tenant Software as a Service (SaaS) solutions. Customer data is logically segmentation based on unique Customer ID numbers. Data segmentation is enforced by constraints at both the application and the database management system level. Files attached to records in the applications are stored in separate folders on a file system.</p> <p>Data Leak Prevention</p> <p>Dude Solutions uses a third party managed security service (MSS) which provides firewall management, IDS and IPS. Dude Solutions' MSS actively monitors network traffic and takes appropriate/specified action when security events occur.</p> <p>For more information</p> <p>Please refer to the attached business continuity overview for more information about our data integrity and protection standards.</p>
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80	Describe your strategy related to implementation, integration and use of installation partners.	<p>Implementation Strategy</p> <p>Dude Solutions' implementation combines both offsite (virtual) and onsite implementation.</p> <p>The Implementation Process for Asset Essentials is composed of the following stages:</p> <p>Planning & Requirements Account Configuration User Training and Acceptance Launch</p> <p>The Planning and Requirements phase begins with an Orientation Call. The purpose of this call is to acquaint one another with key stakeholders, identify contact information, discuss objectives and milestones, and officially kick-off implementation. During this call, the Project Coordinator aligns your business objectives with an implementation plan and resources tailored to the features and functionality of the application you plan to utilize. Both Parties shall mutually agree on the appropriate milestones to be set forth in the implementation plan prior to initiating the regularly scheduled requirements meetings. During the ongoing meeting, Dude Solutions shall be responsible for guiding and consulting with the Client's Project Team to discuss, gather and document the business requirements in our Production Requirements Document (PRD). Dude Solutions shall complete and submit this to the Client for its review and approval.</p> <p>The Account Configuration phase shall commence upon receipt from Client of final written approval of the PRD, all required deliverables and templates necessary for Dude Solutions to complete the configuration and customization of the Dude Solutions application. During the Account Configuration Phase, Dude Solutions may require Client to review and approve specific, smaller components of the overall implementation in order to configure and customize a subsequent component.</p> <p>During the User Training and Acceptance phase Client will have the ability to conduct test cases as determined by Client in consultation with Dude Solutions to determine whether the product performs in accordance with the application's documentation, the Agreement, and the specifications for Client's documented business requirements. During the Acceptance Period, Client will conduct Acceptance tests in accordance with the Test Cases, and will report any defects discovered in Client's testing, in accordance with the process for reporting that shall be agreed upon by the Parties during the Requirements Phase.</p> <p>The Launch phase shall commence upon written Acceptance of the implementation provided by Client to Dude Solutions.</p> <p>A multi-phased implementation would require an interactive approach for multiple user groups across project sites. These phases would be repeated, as needed, based on the client's requirements.</p> <p>Integration</p> <p>Dude Solutions manages some direct connections through our Connector tool, which will be scoped during the proposal phase for each client.</p> <p>With regards to other API integrations that fall outside of this traditional scope: Client will be responsible for all data integration points. Dude Solutions Inc.'s will provide API documentation. However, resources to manage integrations with third party software will be the responsibility of the client. Dude Solutions Inc. has decided not to have specific integrations with other solutions in order provide our clients the freedom to leverage our data in any system, provided there is capability, instead of a select few.</p> <p>Installation Partners</p> <p>Dude Solutions does not use installation partners.</p>
81	Identify any mobile applications available for your offered solutions, if applicable.	<p>Dude Solutions offers dedicated mobile applications for two of our systems: SmartGov and Asset Essentials.</p> <p>All other products are accessible through web browsers on any internet-ready device.</p>

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 82. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Financial Strength and Stability](#) - Dude Solutions Financial Disclosure Form - 7.8.20.pdf - Wednesday September 02, 2020 09:36:40
 - Marketing Plan/Samples (optional)
 - [WMBE/MBE/SBE or Related Certificates](#) - Clearlake Capital Group - Minority Ownership Certificate (12.1.2019).pdf - Tuesday September 01, 2020 12:14:33
 - Warranty Information (optional)
 - [Pricing](#) - Sourcewell Price Book.pdf - Tuesday September 01, 2020 11:27:40
 - [Additional Document](#) - Sourcewell data sheets.pdf - Wednesday September 02, 2020 08:58:08

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://www.sam.gov/portal/3>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Kathryn Bennett, Proposal Manager, Dude Solutions, INC.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Public_Sector_Admin_Software_RFP_090320 Thu August 20 2020 03:52 PM	<input checked="" type="checkbox"/>	4
Addendum_6_Public_Sector_Admin_Software_RFP_090320 Mon August 17 2020 07:56 AM	<input checked="" type="checkbox"/>	2
Addendum_5_Public_Sector_Admin_Software_RFP_090320 Mon August 10 2020 02:35 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Public_Sector_Admin_Software_RFP_090320 Thu August 6 2020 10:34 AM	<input checked="" type="checkbox"/>	2
Addendum_3_Public_Sector_Admin_Software_RFP_090320 Thu July 30 2020 03:38 PM	<input checked="" type="checkbox"/>	3
Addendum_2_Public_Sector_Admin_Software_RFP_090320 Thu July 23 2020 12:34 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Public_Sector_Admin_Software_RFP_090320 Fri July 17 2020 09:18 AM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1
TO
CONTRACT # 090320-SDI**

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Brightly Software, Inc.** (Supplier).

Sourcewell awarded a contract to Dude Solutions, Inc. to provide Public Sector and Education Administration Software Solutions with Related Services, to Sourcewell and its Participating Entities, effective November 6, 2020, through November 2, 2024 (Contract).

Supplier notified Sourcewell that it changed its name to Brightly Software, Inc. Supplier has requested modification to the Sourcewell Contract to reflect the name change.

The parties wish to amend the Contract as follows:

Throughout the Contract, the name "Dude Solutions, Inc.," will be replaced with "Brightly Software, Inc."

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

Brightly Software, Inc.

DocuSigned by:
By: Jeremy Schwartz
Jeremy Schwartz, Chief Procurement Officer

DocuSigned by:
By: Dan Grandini
Dan Grandini, President

Date: 3/10/2022 | 8:33 AM CST

Date: 3/9/2022 | 7:00 PM EST

Approved:

DocuSigned by:
By: Chad Couette
Chad Couette, Executive Director/CEO

Date: 3/10/2022 | 8:34 AM CST

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approval of Amendment #1 to the professional service contract with Murray GeoConsulting LLC, for Monitoring and Reporting of Constituents of Emerging Concern (CEC) for the Wastewater Treatment Plant Indirect Potable Reuse pilot plant study.

Attachments:

Amendment #1 - Professional Service Agreement

II. STAFF COMMENTS AND ANALYSIS

The proposed wastewater treatment plant expansion includes an indirect water reuse component, which provides additional treatment before water is pumped and discharged into the Caney River upstream of the raw water intake in Johnstone Park, to supplement the water within the river. Though the City has studied and tested this indirect potable reuse concept, which facilitated the Oklahoma Department of Environmental Quality's (ODEQ) permitting of new a discharge location as well as the pipeline and pump station to move the treated water to this new discharge location, ODEQ regulations requires a pilot plant study to demonstrate performance of this treatment. The pilot study began in February 2024 and was set to conclude at the end of May 2024. However, we've extended the study for another month and it now concludes at the end of June 2024.

A component of the pilot plant study will be to test for Constituents of Emerging Concern (CEC), which are a group of synthetic or naturally occurring chemicals that are not currently regulated under the Clean Water Act or Safe Drinking Water Act. These CEC's include prescription and nonprescription drugs, home care products, antibiotics, industrial and household products, hormones, endocrine disrupters and engineered nanomaterials. In February 2024, the City contracted with Dr. Kyle Murray, Murray GeoConsulting, to perform the CEC sampling for the pilot study for \$20,700. With the extension of the pilot plant operation for another month and the addition of more CEC tests within the first portion of the study, the City requested an amendment with Murray GeoConsulting to extend their services through the end of the pilot plant study and compensate for additional testing done during the original study. The cost of the additional services is \$15,850.

III. BUDGET IMPACT

Funding for the professional services will be through the Wastewater Capital Reserve Fund, which has \$4,500,000 available. The proposed amendment (\$15,850) is within the available budget for the project.

IV. RECOMMENDED ACTION

Staff recommends approval of Amendment #1 to the contract with Murray GeoConsulting LLC for \$15,850.

AMENDMENT to CONSULTING AGREEMENT AND CONTRACT

This Agreement is entered into by and between Murray GeoConsulting, LLC (“MGC”) and the City of Bartlesville ('Sponsor'), collectively, the "Parties”.

ARTICLE 1 PROJECT AND PRINCIPAL INVESTIGATOR

MGC will conduct the work, based on Proposal “*Monitoring and Reporting Plan for Constituents of Emerging Concern (CEC)*”, dated *January 29, 2024*, with Dr. Kyle E. Murray acting as the PI.

Amended ARTICLE 2 PERIOD OF PERFORMANCE

The period of performance under this Agreement shall be from **02/01/2024** to **08/31/2024**.

Amended ARTICLE 3 TASKS AND DELIVERABLES – Increased Personnel Time and Expenses

The main task (conducting effluent sampling and coordinating CEC analyses with Eurofins required an increased level of effort by MGC. Two scientists traveled to Bartlesville in Feb, Mar, Apr, May, and June to effectively complete the sampling. Additional personnel time and travel costs were committed to the project to adjust pH of samples with additional ascorbic acid and field check pH during sampling, clear up analytical requirements with the lab manager, pipette HCl for pre-preservation, ensure that 1,4-Dioxane was included in Mar, Apr, and May analyses, and to process additional and multiple laboratory data.

Amended ARTICLE 4 COMPENSATION

4.1 Original compensation under this Agreement, was a total amount not to exceed **\$20,700**. Sponsor paid three invoices in the amount of **\$3450** for Feb, Mar, and Apr 2024, for a total of **\$10,350**.

4.2 Additional support is requested for a total amount not to exceed **\$36,550**. MGC will invoice for **\$6550** for May, Jun, Jul, and Aug 2024.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

MURRAY GEOCONSULTING, LLC

SPONSOR

By:



By:

Print Name: Kyle E. Murray, Ph.D.

Print Name: Jim Curd, Jr.

Title: Principal Scientist

Title: Vice Mayor

Date: Jun 26, 2024

Date:

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approval of a contract with B-Town Construction to install flow meters at the Hillcrest and Nebraska lift stations.

Attachments:

Short Form Contract and Contractor Quotes

II. PROJECT DESCRIPTION, STAFF COMMENTS AND ANALYSIS, AND BUDGET AMOUNT.

One of the approved capital projects for this fiscal year, through the wastewater capital reserve fund, is to install flow meters at the Hillcrest and Nebraska lift stations. The flow meter installation allows staff to manage the collection and treatment system more efficiently and facilitates a better understanding of inflow and infiltration during rain events, which will be used to prioritize improvements on both City and private side components of the wastewater collection system.

Staff has reached out to four (4) local and regional contractors for quotes for this work and received the following quotes.

B-Town Construction (Bartlesville, OK)	\$70,000
Core Civil Construction (Skiatook, OK)	No bid
KSL Construction (Bartlesville, OK)	No bid
J Graham Construction (Coffeyville, KS)	No bid

III. BUDGET IMPACT

\$420,000 is available for wastewater system improvements. The low bid, \$70,000 from B-Town Construction is within the available budget.

IV. RECOMMENDED ACTION

Staff recommends awarding the contract to install flow meters at the Hillcrest and Nebraska lift stations to B-Town Construction in the amount of \$70,000.

CITY OF BARTLESVILLE
SHORT FORM CONSTRUCTION CONTRACT

THIS AGREEMENT, made this 1st day of July, 2024, by and between B-Town Construction hereinafter called "Contractor", and the City of Bartlesville, Oklahoma, hereinafter called "City".

WITNESSETH, that the Contractor and the City, for considerations hereinafter named, agree as follows:

1. SCOPE OF WORK. The project shall include all labor, equipment, materials and expense necessary to install concrete, vaults, drains, fittings and piping to facilitate the installation of flow meters, provided by the City, on sanitary sewer force mains located at the Hillcrest and Nebraska lift stations as depicted on plans dated June 2024. Restoration of construction areas is included within the contract.
2. TIME OF COMPLETION. Installation and restoration shall be complete by November 29, 2024.
3. CONTRACT SUM. The City will pay the Contractor for the performance of this contract based on the quoted lump sum price totaling (\$70,000). This contract amount may be amended by written agreement of the parties if additional work is added for repairs to the structure and footings.
4. ACCEPTANCE AND PAYMENT. Payment will be made by the City upon completion and acceptance of the work by the City Engineer, subject to the provisions of Paragraph 11 and 14 of the General Conditions. Partial payments will be allowed based on percent of work complete at the time of request.

GENERAL CONDITIONS

1. CONTRACT DOCUMENTS. The Contract includes the Agreement and its General Conditions, and any additional written directives from the Engineer. The intent of these documents is to include all labor, materials, equipment, and services of every kind necessary for the proper execution of the work, and the terms and conditions of payment therefore. The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.
2. DEFINITIONS. "City" shall refer to the City Engineer or other designated administrative official of the City of Bartlesville.
3. MATERIALS, EQUIPMENT, EMPLOYEES. Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools, water, power, and other items necessary to complete the work. Unless otherwise specified, all materials shall be new. Workmanship and materials shall be of superior quality and acceptable to the City. All workers shall be skilled in their trades.

CITY OF BARTLESVILLE
SHORT FORM CONSTRUCTION CONTRACT

4. SURVEY, PERMITS AND REGULATIONS. The City will furnish all surveys and layouts unless otherwise specified. Easements and rights-of-ways will be secured and paid for by the City. The Contractor shall comply with all laws and regulations applicable to the work and shall notify the City if the drawings or specifications are at variance therewith.
5. PROTECTION OF WORK, PROPERTY AND PERSONS. The Contractor shall adequately protect the work, adjacent property, and all persons in accordance with all laws and regulations. The Contractor shall be completely responsible for any damage or injury due to his acts or negligence. Damage caused by carelessness, neglect, negligence or that is outside the defined work area will be the Contractors sole responsibility to correct.
6. ACCESS TO WORK. The Contractor shall permit and facilitate observation of the work by the City or his agents at all times. The contractor shall coordinate all required inspections with the appropriate code inspecting agent.
7. CHANGES IN WORK. The City may order changes in the work, with any adjustment of the Contract Sum by mutual agreement of the parties. All such orders and adjustments shall be in writing. Claims by the Contractor for extra cost shall be made in writing to the City before executing the work involved.
8. CORRECTION OF WORK. The Contractor shall correct any work determined by the City not to conform to the requirements of the contract.
9. CITY'S RIGHT TO TERMINATE CONTRACT. Should the Contractor fail to prosecute the work properly, or to perform any provision of the contract, the City, after seven (7) days' written notice to the Contractor may, without prejudice to any other remedy it may have, complete the work by such means as it sees fit. If the unpaid balance of the contract price exceeds the expense of completing the work, such excess will be paid to the Contractor. If such expense exceeds the unpaid balance, the Contractor shall pay the difference to the City.
10. CONTRACTOR'S RIGHT TO TERMINATE CONTRACT. Should the work be stopped by any public authority for a period of thirty (30) days or more through no fault of the Contractor, or should the work be stopped through act or neglect of the City for a period of seven (7) days, then the Contractor, upon seven (7) days' written notice to the City, may stop work or terminate the contract, and recover from the City payment for all work executed, including reasonable profit and damages.
11. PAYMENT. Payment will be made based upon unit prices in the Proposal and the actual completed construction progress as determined by the Engineer. The making and acceptance of the payment shall constitute a waiver of all claims by the City, other than those arising from unsettled liens or from defective work appearing thereafter as provided in Paragraph 8, and of all claims by the Contractor except any previously made and still unsettled. Payment may be withheld on account of defective work not remedied, liens filed, damage by the Contractor to others not adjusted, or failure to make materials or labor payments.

CITY OF BARTLESVILLE
SHORT FORM CONSTRUCTION CONTRACT

12. BONDS. The Contractor shall furnish surety bonds to the City as indicated herein.
NO BONDS ARE REQUIRED FOR THIS PROJECT
13. CONTRACTOR'S INSURANCE. The Contractor shall maintain such insurance as will protect him and the City from claims under worker's compensation acts and other employee benefits acts; from liability claims for damages because of bodily injury or death; and from liability claims for damages to property which may arise from operations under this contract, whether such operations be by himself, any subcontractor or vendor, or anyone directly or indirectly employed by them. Liability insurance shall be written for not less than \$1,000,000 in each case. Certificates of such insurance shall be filed with the City prior to beginning construction. The Contractor shall provide certification to the City that all insurance is effective for the duration of the work.
14. LIENS. Payment shall not be made by the City until the Contractor has provided a complete release of all lien able claims on the work included in this contract.
15. ENGINEER. The City Engineer shall be the City's representative and shall have the authority to stop or suspend the work as necessary. All work shall be done to his satisfaction. Determination of final acceptance shall be by the Engineer. He shall certify to the City when payment under the contract is due and the amount to be paid. He shall make final decision on all claims by the City and Contractor.
16. CLEANUP. The Contractor shall keep the premises free from waste material and rubbish, and at the completion of the work he shall remove from the premises all rubbish, debris, and surplus materials, and leave the site in a condition acceptable to the Engineer.

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

CITY OF BARTLESVILLE

Jim Curd, Jr., Vice Mayor

Contractor

Attest

B-TOWN CONSTRUCTION LLC
 MARTINTOWNCONST@YAHOO.COM
 5225 WOODLAND RD
 BARTLESVILLE, OK 74006

QUOTATION

Quote Number: m214 FLOW METERS
 Quote Date: Jun 25, 2024
 Page: 1

Voice: 918-814-6463
 Fax:

Quoted To:
CITY OF BARTLESVILLE

Customer ID	Good Thru	Payment Terms	Sales Rep
CITY OF BARTLESVILLE	7/25/24	C.O.D.	

Quantity	Item	Description	Unit Price	Amount
1.00	CHARGE FOR	QUOTE FOR HILLCREST & NEBRASKA FLOW METERS		
1.00	CHARGE FOR	CHARGE FOR NEBRASKA FM INCLUDES LABOR AND MATERIALS	30,000.00	30,000.00
1.00	CHARGE FOR	CHARGE FOR HILLCREST FM INCLUDES LABOR AND MATERIALS	40,000.00	40,000.00
			Subtotal	70,000.00
			Sales Tax	
			TOTAL	70,000.00

BID AFFIDAVIT

B. Business Relationship Affidavit

STATE OF Oklahoma)
) ss.
COUNTY OF Tulsa)

Martin Perez, of lawful age being first duly sworn on oath says that he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

NA -

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

NA -

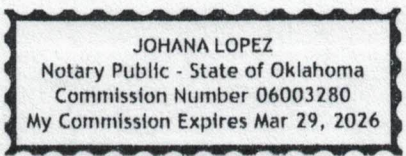
Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

NA -

(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

no relationship exists. Martin Perez

Subscribed and sworn to before me on this 25 day of June 2024



(Seal)

[Signature]
Notary Public

My Commission Expires: March 29, 2026

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Enter into a lease agreement with Wings of Change Ministries to store 1 Cessna 414 aircraft in Hangar 8 at the Bartlesville Municipal Airport.

Attachments:

City of Bartlesville/Wings of Change Ministries Lease Agreement

II. STAFF COMMENTS AND ANALYSIS

Month-to-Month lease agreement at fair market value.

III. BUDGET IMPACT

Revenue: \$300.00 monthly or \$3,600 Annually

IV. RECOMMENDED ACTION

Staff recommends entering into a lease agreement with Wings of Change Ministries.

**AIRPORT HANGAR LEASE AGREEMENT FOR THE
BARTLESVILLE MUNICIPAL AIRPORT – CITY OWNED**

This AIRPORT HANGAR LEASE AGREEMENT for certain facilities in and upon the Bartlesville Municipal Airport ("Agreement") is dated as of the Effective Date (defined herein below) by and between the CITY OF BARTLESVILLE, Oklahoma, an Oklahoma municipal corporation, hereinafter referred to as "City" or "Lessor", and Wings of Change Ministries, hereinafter referred to as "Lessee". The Lessor and Lessee may be individually referred to herein as a "Party", and collectively referred to herein as the "Parties".

RECITALS:

A. WHEREAS, Lessor owns a majority of the Bartlesville Municipal Airport consisting of approximately 430 acres of land located on the west side of the City of Bartlesville, County of Osage, State of Oklahoma, together with all buildings, structures, fixtures, improvements, runways, taxiways, roads, paved areas, facilities, equipment, personal property and other property of Lessor located on or used on or about the airport, as well as all additions and installations of Lessor, which may hereafter be constructed therein or thereon by Lessor during the term of this Lease (all of the foregoing being hereinafter collectively referred to as the "Airport" or "Property"); and

B. WHEREAS, Lessor desires to let and Lessee desires to lease certain facilities in and upon the Airport pursuant to the terms and conditions of this Agreement, all as more fully set forth herein below.

WITNESSETH:

NOW THEREFORE, for and in consideration of the respective promises and agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Leased Premises. Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, does hereby demise and lease to Lessee the following described hangar facilities, to wit:

**SEE EXHIBIT "A" attached hereto and incorporated herein
by this reference (the "Leased Premises").**

Lessor grants to Lessee the right of ingress and egress to and from the Leased Premises. Lessee shall not obstruct or interfere with use of the aprons or ramps as a means of access to and from other areas of the airport, nor interfere with the operations or business activities of Operator.

2. Permitted Use. All property leased and utilized by Lessee shall be used exclusively for aeronautical activities and such other permissible activities under City of Bartlesville Resolution 2668.

3. Term. This Agreement shall be effective for an initial term of one (1) month Commencing the 1st day of July, 2024, and ending on the 31st day of July, 2024, and shall continue in effect from month to month thereafter unless and until terminated by notice given to either Party by the other at least thirty (30) days in advance of said termination. Neither Lessor nor Lessee shall have any liability to each other for any such termination.

4. Rent. Lessee, in consideration of the mutual promises and covenants contained in this Agreement, does covenant and agree with the City of Bartlesville to pay its rent for said leased property in the sum of Three hundred and NO/100 Dollars (\$300.00) per calendar month. All such payments shall be made to Lessor, at the following address:

City of Bartlesville
401 S Johnstone
Bartlesville, OK 74003

An invoice will be sent to Lessee on the 1st business day of the month, to be payable by the last business day of the current month to Lessor at the address listed herein above. Lessor agrees that any adjustment to rent shall be made only after giving at least 60 days advance notice to Lessee.

5. Effective Date. The "Effective Date" of this Agreement shall be the later of the two (2) dates upon which this Agreement is executed by Lessor and Lessee as evidenced by the date inserted by each such Party next to their authorized agents' respective signatures, and concurrent with their signature hereto. If Lessee fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessor's signature hereto, and if Lessor fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessee's signature hereto.

6. Compliance With Laws. Lessee recognizes that the airport receives federal and state grant money from time to time, and that all Airport leases must comply with certain relevant federal laws and regulations, and agrees to comply with all such laws and regulations. Moreover, Lessee agrees to conduct all activities on the Leased Premises in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide.

7. Disclaimer. LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY AND LEASED PREMISES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF TITLE, CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANYONE ACTING FOR OR ON BEHALF OF THE LESSOR HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AND THE LEASED PREMISES, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT LESSEE HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF LESSOR OR ANYONE ACTING FOR ON BEHALF OF LESSOR, AND THAT ALL MATTERS CONCERNING THE PROPERTY AND LEASED PREMISES HAVE BEEN INDEPENDENTLY VERIFIED BY LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS IN ALL RESPECTS SATISFIED THEREWITH, AND THAT LESSEE ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE WARRANTIES CONTAINED IN THIS PARAGRAPH ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

8. Indemnification. LESSEE SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD LESSOR ITS PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, PARTNERS AND CO-VENTURERS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, AND REPRESENTATIVES (COLLECTIVELY THE "INDEMNIFIED PARTIES"), HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION, FINES, PENALTIES, DAMAGES, LOSSES, JUDGMENTS, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS OF LITIGATION AND/OR INVESTIGATION), AND LIABILITIES, OF EVERY KIND, INCLUDING WITHOUT LIMITATION THOSE RELATING TO INJURY TO OR DEATH OF ANY PERSONS OR LOSS OR DAMAGE TO ANY PROPERTY, ARISING OUT OF, RESULTING FROM OR CONNECTED DIRECTLY OR INDIRECTLY WITH THE LEASE GRANTED HEREUNDER OR THE EXERCISE OF ANY OF LESSEE'S RIGHTS HEREUNDER, INCLUDING WITHOUT LIMITATION LESSEE, ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AGENTS OR REPRESENTATIVES USE OR PRESENCE ON THE LEASED PREMISES OR PROPERTY OR THEIR FAILURE TO COMPLY WITH ANY OF THE TERMS AND PROVISIONS OF THIS AGREEMENT, REGARDLESS OF THE CAUSE OR CAUSES THEREOF, INCLUDING WITHOUT LIMITATION STRICT LIABILITY OR THE SOLE, JOINT OR CONCURRENT NEGLIGENCE OR FAULT (WHETHER IMPOSED BY STATUTE, RULE, REGULATION OR

OTHERWISE) OF THE INDEMNIFIED PARTIES, EXCEPT TO THE EXTENT CAUSED BY THE INDEMNIFIED PARTIES' WILLFUL MISCONDUCT.

9. Permits and Cooperation. Lessee shall, at no cost to Lessor, obtain any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this Agreement. Lessee shall coordinate all activities under this Agreement with Lessor to minimize any disruption to Lessor's facilities or operations on the Property.

10. Time of Essence. To the extent any obligations or time for performance set forth in this Agreement are to be performed by Lessor or Lessee or any rights under this Agreement are to be exercised by Lessor or Lessee, if at all, by a specific date or within a prescribed time period, **time shall be of the essence.**

11. Governing Law. The interpretation and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma, except for any rule of law of the State of Oklahoma which would make the law of another jurisdiction apply.

12. Conflict of Interest. Lessee shall not directly or indirectly pay any salaries, commissions or fees, or make payments or grant any rebates to, any employee, officer or agent of Lessor nor favor employees, officers or agents of Lessor, or designees of such employees, officers or agents, with gifts or entertainment of significant cost or value, nor with services or goods sold at less than full market value, nor enter into any business arrangement with employees, officers or agents of Lessor unless such employees, officers or agents are acting as representatives of Lessor.

13. Non-Assignment. This Agreement is personal to Lessee and Lessee shall not assign the Leased Premises nor sublet the same or any part thereof, and any such attempted assignment or sublease without the written consent of Lessor shall be void.

14. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

15. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

16. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

17. Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the Parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to the Agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by authorized representatives of Lessor and Lessee. The indemnities and releases provided for in this Agreement shall survive the termination of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

19. Utilities. Lessee understands utilities are provided to the Leased Premises, the cost of utilities is included in the rent. Any supplemental heat will only be utilized while lessee is present on the leased premises.

20. Improvements, Alterations and Signage. Lessee shall not repaint, redecorate, or construct any improvement, alteration or sign(s) upon any portion of the Leased Premises without the advance written consent and approval of the Lessor, and any such work shall be done at Lessee's own expense. All alterations, additions, improvements and signs ("Lessee's Improvements") installed at the expense of Lessee shall remain the property of Lessee and may be removed from the Leased Premises by Lessee at any time prior to or within thirty (30) days following termination of this Lease; provided, however, that any part of Lessee's Improvements that are permanently affixed or cannot be removed without irreparable damage and any walls erected by Lessee or flooring materials placed on the Leased Premises by Lessee shall become the property of Lessor upon termination of this Lease. Lessee shall repair or cause to be repaired any damage to the Building and Leased Premises caused by such removal. Upon termination or expiration of the Term of this Lease, Lessee may at its election abandon in place any of Lessee's Improvements. Any of Lessee's Improvements that are not removed by Lessee within thirty (30) days after this Lease terminates or expires shall be deemed to have been abandoned by Lessee and shall become the property of Lessor. All alterations, improvements, additions and repairs made by Lessee shall be made in good and workmanlike manner.

21. Surrender. Lessee agrees that at the termination of this Agreement, all property in and upon the Leased Premises shall be returned to Lessor in at least as good condition as when first occupied by Lessee, excepting ordinary wear and tear and extraordinary loss by fire, wind, or accident not under the control of the Lessee or Lessee's employees. Lessee further agrees to keep premises in good repair at Lessee's own expense.

22. Risk of Loss. Should any extraordinary loss, injury, damage or delay of any nature whatsoever resulting therefrom, caused by an act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war, or any other cause beyond Lessor's control, Lessor is under no obligation to repair or replace said property nor shall Lessor be liable for any loss or damage to property belonging to Lessee or any other person, firm or organization.

23. Notices. Any notice which may be given by any Party to any other Party or entity hereunder shall be deemed to have been properly given if sent in writing by first class mail or by electronic means as follows:

Lessor: City of Bartlesville
Attn: Jason Muninger
401 S. Johnstone Ave.
Bartlesville, OK 74003
Facsimile: (918) 338-4229

Lessee: Wings of Change Ministries
8422 S. Harvard Avenue
Tulsa, OK 74137

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

By: _____
Name: _____
Title: Mayor, City of Bartlesville

Date: _____


ATTEST:

City Clerk
APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

Wings of Change Ministries

By: 
Print Name: David Kasanke
Title: Vice President

Date: 6/7/2024

Exhibit "A"
(Description of Leased Premises)

Approx 1600 sq. ft. within Hangar 8 located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approval of an amendment to the professional service contract with Guy Engineering Services, Inc. for design services on the Tuxedo Boulevard Bridges over the Caney River and overflow/pond Rehabilitation and Repair project.

Attachments:

Guy Engineering Services, Inc. Contract Supplement #3

II. STAFF COMMENTS AND ANALYSIS

One of the priority projects included on the voter approved 2020 General Obligation Bond is the Tuxedo Boulevard over the Caney River and overflow/pond Bridges Rehabilitation and Repair project. The findings of the bridge inspection reports indicate need for rehabilitation of the bridges. The rehabilitations varied on each bridge, but include deck repair on the overflow/pond and eastbound Caney River Bridges and deck replacement on the westbound Caney River bridges, approach pavement replacement, pier protection, abutment repairs, bank stabilization, and guardrail improvements. The 2020 G.O. Bond allocated \$1,535,000 for the design and rehabilitation of the bridges.

The original design contract included completing final plans and specifications to meet the recommendations of the inspection report. The original contract price for the work was \$175,415.00. Environmental coordination with the US Fish and Wildlife Service (USFWS) and the US Army Corps of Engineers (USACE) beyond that identified in the initial contract was determined necessary due to the findings of the preliminary review. The required coordination will be addressed in phases. This amendment will address the third phase of that coordination.

An amendment to the contract was approved in April 2023 that included preplanning and direct coordination with the USFWS. This coordination determined the compliance requirements for protection or mitigation of multiple potentially impacted species. The amendment also provided Pre-Construction Notification to the USACE.

As stated in the staff comments for the first amendment in April of 2023, a second amendment and potentially a third amendment would be required to create a proposal for studies required by the USFWS and the USACE and coordinate approval of those studies along with a plan to survey for the presence of mussels and relocate them. That amendment was approved by Council in February, 2024.

This third amendment compensates Guy Engineering and their subconsultants for performing the mussel survey and relocation plan that was prepared for, submitted to, and approved and required by the USFWS and the USACE. This amendment also includes services during construction

including review of bridge submittals, answering bid and construction-related questions that arise, and generally being available to assist with important decisions that may arise during the construction phase of the project.

III. BUDGET IMPACT

The original budget for this project was \$1,535,000. The work included in this amendment is required for USACE approval of the project. The proposal by Guy Engineering Services, Inc. is within the planned budget for design and construction services.

Guy Engineering Amendment #3.....	<u>Total Amendment</u> \$58,275.00
	Sub-consultant Stantec Inc. \$49,775.00
	Guy Engineering efforts \$8,500.00

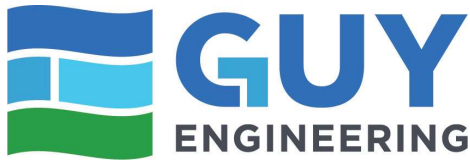
Guy Engineering Amendment #2.....	<u>Total Amendment</u> \$13,053.73
	Sub-consultant Stantec Inc. \$12,431.73
	Guy Engineering efforts \$622.00

Guy Engineering Amendment #1 (Approved April 3, 2023).....	<u>Total Amendment</u> \$15,896.00
	Sub-consultant Stantec Inc. \$13,427.00
	Guy Engineering efforts \$2,469.00

	Total Engineering Contract to date
	Original Contract \$175,415.00
	Amendment #1 \$15,896.00
	Amendment #2 \$13,053.73
	<u>Amendment #3</u> \$58,275.00
	Current Design Total Cost \$262,639.73

IV. RECOMMENDED ACTION

Staff recommends approval of this amendment to the professional service contract with Guy Engineering Services, Inc. in the amount of \$58,275.00.



June 26, 2024

Micah Siemers
Director of Engineering
City of Bartlesville
401 S. Johnstone Ave.
Bartlesville, OK 74003

Re: Local Bridges 5, 6, & 9 on Tuxedo Blvd over the Caney River and Overflow
Request for Supplement #3 (GUY 1425)

Dear Mr. Siemers:

Guy Engineering and our sub-consultants (Stantec and NEO) respectfully request a supplement to perform the following services:

- A site reconnaissance visit, mussel survey, and relocation as required by the U.S. Fish and Wildlife Service and Oklahoma Department of Wildlife Conservation. The detailed scope of work is attached (Stantec).
- Provide support to the City during construction. Scope includes reviewing bridge submittals and answering bid and construction questions. Work will only proceed at the request of the City (NEO & GUY).

GUY respectfully requests our contract dated October 3, 2022, be supplemented as follows:

Original Contract Value		\$175,415.00
Supplement 1		15,896.00
Supplement 2		13,053.73
Supplement 3		
Environmental (Stantec)	\$49,775.00	Lump Sum
Services during construction (NEO & GUY)	<u>8,500.00</u>	Hourly
		<u>58,275.00</u>
Revised Contract Value		\$262,639.73

If you have any questions, please contact our project manager, Todd Lipe, at Todd.Lipe@GUYengr.com or (539) 424-5080.

Sincerely,

Rebecca Alvarez, PE
President

Approved:

Name Date

Encl

Title



Stantec Consulting Services Inc.
1114 N. Walker Avenue, Suite #4, Oklahoma City, OK 73103

June 5, 2024

Attention:

Todd Lipe, Senior Project Manager
Guy Engineering
6910 E. 14th Street
Tulsa, OK 74112

Reference: Proposal for Mussel Survey & Relocation for the Bridge Rehabilitation of Tuxedo Boulevard over Caney River and Pond (NBI 14187, 21121, and 21083), Bartlesville, Washington County, Oklahoma

Dear Mr. Lipe,

Stantec Consulting Services Inc. (Stantec), is pleased to submit the attached proposal for the execution of the U.S. Fish and Wildlife Service (USFWS) approved mussel survey & relocation and associated USFWS and Oklahoma Department of Wildlife (ODWC) coordination to Guy Engineering (Guy) for the proposed bridge replacements in Bartlesville, Washington County, Oklahoma.

Please feel free to contact me if you have any questions or need any additional information at 918.850.0991 or will.dillsaver@stantec.com.

Regards,

A handwritten signature in blue ink, appearing to read "Will Dillsaver", followed by a long horizontal line extending to the right.

Will Dillsaver, Project Manager | Senior Ecologist

Stantec Consulting Services Inc.

Reference: Bridge Rehabilitation for Tuxedo Boulevard over Caney River and Pond

Project Understanding

We understand that this project involves proposed rehabilitation of three bridges (NBI 14187, 21121, and 21083) carrying Tuxedo Boulevard over the Caney River and a pond in Bartlesville, Oklahoma. Stantec understands that Guy is proposing on engineering services to the city, and that final design plans have not yet been completed. Currently the project area is approximately 0.25 miles long and has a typical width of approximately 172 feet (5.22 acres).

Stantec has conducted environmental studies and USFWS and ODWC coordination under previous contracts. Based on current plans and previously conducted studies and coordination, the proposed project will require a mussel survey and relocation effort to minimize impacts to federally listed mussel species. The scope below has been drafted for the execution of the USFWS approved mussel survey & relocation. The survey and relocation effort will be conducted as per the study/relocation plan approved by the USFWS and ODWC.

Scope of Services

Mussel Survey and Relocation

This task includes a mussel survey and relocation, including a site recon visit and direct coordination with the USFWS and ODWC for plan execution. The survey plan approved by the USFWS and ODWC is attached below. A site visit will be conducted to assess relocation suitability as outlined in the survey protocols as well as identify the viability of relocation site(s). This task will be managed by a USFWS Section 10 permit holder for Threatened & Endangered freshwater mussel species located in Oklahoma. The mussel survey and relocation effort included in this task will be conducted for a cost of \$49,775 to be billed as a lump sum task.

Assumptions/Exclusions

- This scope assumes that the previous environmental studies conducted by Stantec for this project will be used to conduct the work outlined in this scope of services. If any additional investigations, including site visits are required, they may be provided as an additional service under a separate agreement, if needed.
- This scope assumes that the guidance documents specifically cited and approved by the USFWS and ODWC will be used to conduct the work outlined in this scope of services. If new guidance is released by any agency with jurisdiction over the proposed project, it may be necessary to amend this scope of services to account for updated guidance. Stantec reserves the right to negotiate a new scope of services with the Client pending any regulatory change affecting this scope of services.
- Assumes all meetings are held over the phone or on Teams or a similar conference program.

Compensation

Stantec will endeavour to follow a mutually agreed upon project schedule which will be discussed with the Client upon Notice to Proceed. Task NTP will be authorized via email prior to commencing of work.

- \$49,775 Task 1 – Recon site assessment & Mussel Survey/Relocation

Stantec greatly appreciates the opportunity to submit this proposal. Please feel free to contact me at 918.850.0991 or will.dillsaver@stantec.com if you have any questions.

Reference: Bridge Rehabilitation for Tuxedo Boulevard over Caney River and Pond



Will Dillsaver

Project Manager | Senior Ecologist

Phone: 405-724-8505

Fax: 512-338-2225

will.dillsaver@stantec.com

By signing this proposal, Guy Engineering Services authorizes Stantec to proceed with the services herein described and the work will be conducted per the terms set forth in the Master Services Agreement executed February 19th, 2023.

This proposal is accepted and agreed on the Day day of Month, Year.

Per: Guy Engineering _____

Enter Name & Title _____

Print Name & Title

Signature

Attachment:

c. C.C.

**Freshwater Mussel Survey & Relocation Plan
Tuxedo Boulevard at Caney River
Washington County, Oklahoma**

Prepared by:

Stantec Consulting Services Inc.
1114 N. Walker Avenue, Suite 4
Oklahoma City OK 73103-2623

March 13, 2024

1) A description of the project and associated aquatic/instream activities with sufficient detail for department staff to evaluate the risk to aquatic resources.

The City of Bartlesville is proposing the rehabilitation of three bridges (NBI #14187, #21083, and #21121) along a 0.24-mile stretch of Tuxedo Boulevard. Two of the bridges (NBI #14187 and #21121) are parallel spans over the Caney River. The third bridge spans an isolated open waterbody that may be a relic channel of the Caney River. Survey and relocation are proposed for the work associated with rehabilitation of the two parallel spans over the Caney River, which will require reshaping of the stream channel's bank, the installation of filter blanket and riprap bank stabilization, replacement of the bridge decks, and rehabilitation of other bridge components. The Area of Direct Impact (ADI) consists of the wetted stream bed directly under the bridge structures, where a risk of harm to aquatic resources exists in the form of falling materials from rehabilitation activities.

The survey area will include the ADI, a 50-meter upstream buffer (USB), a 100-meter downstream buffer (DSB). There is no proposed lateral buffer (LB) because the ADI is bank-to-bank (Figure 2). The typical channel width within the survey area is 75-90 feet, and the survey area encompasses approximately 0.95 acres. A proposed relocation site, at least 100 meters upstream from the ADI, is depicted on Figure 2; and will be refined, if necessary, based on habitat suitability comparable to habitat within the survey area.

To prevent impacts to native freshwater mussels (Unionidae) that could potentially be present, Stantec plans to search for and relocate any native mussels per the methodology included in this plan.

2) A computer generated map showing the project location and the relocation site, including the county, GPS coordinates, and the Oklahoma Department of Environmental Quality (ODEQ) waterbody identification number.

A map of the survey area and the proposed relocation site is shown in the attached Figure 2.

Coordinates for the centroid of the bridge sites are 36.756645 °N, -95.956604 °W.

Coordinates for the relocation site are 36.757831°N, -95.959465°W.

The project site occurs in the Caney River, ODEQ waterbody identification number OK121400020010_00.

3) Expected start dates of the project and the survey/relocation.

The survey and relocation are expected to be done between July and September 2024 as flow and temperature conditions allow.

4) Identify any federally threatened or endangered species that may occur. Explain what methods will be used to protect these species. If the project area contains any state or federally listed freshwater mussels, a mussel survey may be necessary prior to approval of the survey plan.

According to the Oklahoma Natural Heritage Inventory (ONHI), there are no known occurrences of federally listed freshwater mussel species within the vicinity of the survey area. A U.S. Fish and Wildlife Service (USFWS) malacologist identified the western fanshell (*Cyprogenia aberti*) as potential occurring within the Caney River. Additionally, the USFWS Information for Planning and Consultation (IPaC) species list for the project indicated the potential presence of rabbitsfoot (*Theliderma cylindrica*) within the survey area. According to the Oklahoma Biodiversity Information System, the nearest known occurrences of the federally threatened freshwater mussel species, western fanshell and rabbitsfoot, are approximately 23 miles northeast of the survey area, within the Verdigris River. The Caney River within the survey area would likely be considered a Group 1 stream, according to the Texas Freshwater Mussel Survey Protocol dated October 2021, based on the fact that it is a medium-sized stream reach which may be inhabited by federally listed freshwater mussel species. Non-listed mussels are known or anticipated to occur, but presence or diversity has not been confirmed. A detail of freshwater mussel species which may potentially be present within the survey area can be found at the Oklahoma Department of Wildlife Conservation (ODWC) website, [The Freshwater Mussels of Oklahoma \(wildlifedepartment.com\)](http://wildlifedepartment.com).

The table below includes a list of mussels that may occur in Caney River.

Scientific Name	Common Name
<i>Amblema plicata</i>	Threeridge
<i>Cyprogenia aberti</i> *	Western Fanshell
<i>Fusconaia flava</i>	Wabash Pigtoe
<i>Lampsilis cardium</i>	Plain Pocketbook
<i>Lampsils rafinesqueana</i>	Neosho Mucket
<i>Lampsilis teres</i>	Yellow Sandshell
<i>Lasmigona complanate</i>	White Heelsplitter
<i>Leptodea fragilis</i>	Fragile Papershell
<i>Ligunia recta</i>	Black Sandshell
<i>Ligumia subrostrate</i>	Pondmussel
<i>Megalonaias nervosa</i>	Washboard
<i>Obliquaria reflexa</i>	Threehorn Wartyback
<i>Pleurobema sintoxia</i>	Pyramid Pigtoe

Scientific Name	Common Name
<i>Potamilus ohioensis</i>	Pink Papershell
<i>Potamilus purpuratus</i>	Bleufer
<i>Pyganodon grandis</i>	Giant Floater
<i>Theliderma cylindrica</i> *	Rabbitsfoot
<i>Quadrula metanvera</i>	Monkeyface
<i>Quadrula nodulata</i>	Wartyback
<i>Quadrula pustulosa</i>	Pimpleback
<i>Quadrula quadrula</i>	Mapleleaf
<i>Toxolasma parvum</i>	Lilliput
<i>Tritogonia verrucosa</i>	Pistolgrip
<i>Truncilla donaciformis</i>	Fawnsfoot
<i>Truncilla truncata</i>	Deertoe
<i>Unio merus tetralasmus</i>	Pondhorn
<i>Utterbackia imbecillis</i>	Paper Pondshell

*Denotes listed species with the potential presence within the study area.

- 5) List all shellfish that may become stranded due to the operation. Explain what methods will be used to protect these shellfish including freshwater mussels (See Attachment 2 for Freshwater Fish and Shellfish Handling Protocols).**

There are no plans to dewater the project area as part of this proposed operation or survey.

- 6) List all known exotic and invasive species in the project area. Describe decontamination procedures for preventing the spread of exotic and invasive species. See link below for more information: [Invertebrates | Oklahoma Department of Wildlife Conservation \(wildlifedepartment.com\)](https://wildlifedepartment.com)**

Harris Mud Crab (*Rhithropanopeus harrisi*) may occur at this location. Invasive mussel species such as zebra mussels (*Dreissena polymorpha*) continue to expand their range in Oklahoma and may occur at this location.

Field staff will review and apply guidance from the Oklahoma Aquatic Nuisance Species Program to prevent spread of exotic species. All equipment (i.e., boots, buckets, mesh bags, etc.) and vehicles will be inspected, and any plant material, mud, or other debris will be removed before leaving the project site, as well as a pre-survey inspection of all equipment to prevent the introduction of any exotic species. Also, all water from receptacles will be drained before leaving the survey area, and all equipment will be allowed to dry completely before use in another water body.

If zebra mussels, Harris mud crabs, or other aquatic nuisance species are encountered at the project location, ODWC will be notified via the online report tool. The report tool can be accessed at [Aquatic Nuisance Species | Oklahoma Department of Wildlife Conservation \(wildlifedepartment.com\)](https://wildlifedepartment.com).

Also, if zebra mussels are encountered, field staff will implement the following protective measures to prevent the further spread of zebra mussels:

- (1) Spray/rinse all equipment and vehicles, using hot and/or high-pressure water as soon as possible after leaving the site,
- (2) Drain all water from receptacles before leaving the area, and
- (3) Allow all equipment to dry completely before use in another water body.

7) Methods of collecting and relocating aquatic resources, including the types and sizes of containers used, the mode of transportation, and best management practices (BMPs) to protect aquatic resources. Provide an estimate of the time expected to complete the collection and relocation.

This mussel survey plan is requesting authorization of a Phase 1 cell survey of the designated survey area and a Phase 2 multiple pass depletion survey if triggers are met. Data to be collected during the survey will include; substrate type and percentage, number and species of mussels collected, size measurements of first 100 individuals of each species.

Phase 1:

A phase 1 cell survey would be conducted by dividing the survey area into a series of cells in which each cell is surveyed, and data recorded by cell. Maximum acceptable cell size is 100 m². Minimum search effort shall be 0.5 min/m² for cells containing homogenous substrates consisting of bedrock, silt, and/or sand, or 0.75 min/m² for cells containing heterogenous substrates consisting of mixtures of silt, sand, gravel, cobble, boulder, and/or bedrock as prescribed by cell substrates. Waters depths greater than 2-ft are not planned to be surveyed in order to reduce risk of surveyors becoming injured or trapped. Additionally, surveyors will not incorporate self-contained underwater breathing apparatus (SCUBA) for this survey, as there is a high risk of injury and becoming trapped due to poor visibility and the presence of woody debris under and around the bridge area. Areas that are greater than 2-ft within the survey area will be identified and excluded at the time of the survey.

Phase 2:

A phase 2 survey will be conducted in cells where one of the following triggers are met:

- One of the federally listed mussel species are observed within the cell.
- Mussel density of greater than or equal to 0.5 mussels/m² are observed in a cell.
- Observation of at least two species, live or fresh dead (still containing soft tissue).

The phase 2 survey will consist of a multiple pass depletion effort within each cell. A minimum of two passes (0.5 min/m² first pass, 0.5 minutes/m² second pass), shall be made through each cell until less than 10 percent of the original number of live common mussels collected are recovered on the final pass. If a listed species is found during the final pass of a cell, an additional pass will be completed in that cell or transect regardless of the percentage threshold achieved during that pass. Additional passes will only be required in cells that have not reached

the necessary threshold or where listed species were collected. Other cells that have met the threshold will require no further effort.

Relocation Protocol:

If no federally listed mussels are collected during the Phase 1 survey, the surveyor will relocate the live common mussels collected within the survey area without the requirement to complete the multiple-pass depletion method described above. If federally listed species are collected, the Stantec malacologist will consult any USFWS and/or ODWC staff onsite before proceeding with relocation efforts. The relocation of these mussels must adhere to the relocation site selection methods, processing and data-entry procedures, and reporting requirements presented within the Texas Mussel Survey Protocol, including the following:

Relocation sites shall be preferably located at least 100 m upstream of the proposed impact area in a location of equal or better habitat that is inhabited by a comparable mussel assemblage. If it is known during the relocation planning stages that a suitable site is not within the vicinity of the proposed project due to upstream or downstream habitat disturbances. When identifying a potential relocation site, one 15 min qualitative survey shall be completed to identify habitats occupied in similar or greater densities by similar species to those collected during the salvage. If the initially surveyed area does not contain comparable habitat or a similar resident mussel fauna, additional 15 min qualitative surveys will be completed until an appropriate relocation site is found. The relocation area shall be equal or larger in size to the salvage area in order to avoid overcrowding of the relocation site. All observations of resident mussels are to be reported in the survey report. If no sites with comparable mussel assemblages can be located within the vicinity of the salvage site, identification of a suitable relocation site will be left to the best professional judgement of the permitted mussel surveyor on-site and the situation should be explained in the final relocation report.

- 8) Describe how the receiving waters will be protective of aquatic life (i.e., sufficient dissolved oxygen levels, water body size and flow, and similar habitat as the source water).**

The proposed relocation site will be in **Caney River** approximately ~260 meters upstream of the project site. Therefore, it is presumed that ambient water quality will be similar between the survey and relocation areas. Substrates will be compared between the project and the relocation sites to ensure, to the extent possible, mussels are placed in habitat like that which they are removed from. Selecting the specific relocation site after locating mussels will ensure relocation site habitats are like habitats at the project site.

- 9) Describe how dead fish and shellfish, as well as exotic and invasive species, will be disposed of and documented. Documentation should include no less than the species and number of individuals found dead, or disposed of, including the lengths (inches) of all fish for both native and non-native species.**

No fish will be collected as part of this relocation activity. A record will be kept of all live unionids collected from the removal area. There are no non-native unionids known to occur in the project area. Other non-native bivalves such as zebra mussels and *Corbicula* spp. (Corbiculidae) may occur at this location but will not be removed from the stream during relocation activities. Any shell material from native unionids that is found will be left in the river where it was retrieved or retained for educational purposes.

10) Identify best management practices (BMPs) to be used to prevent or minimize the risk of transporting any species, including aquatic invasive species (AIS) to new locations on equipment, boats, trailers, and vehicles. These BMPs should also ensure compliance with regulations that prohibit the possession and transport of certain AIS species.

General BMPs

DURING surveys, introductions, and relocations, water will not be transferred from one site to another.

AFTER work in the water is complete:

CLEAN: Mud, plant fragments, and other debris will be removed from all equipment before leaving the site—this includes nets, mesh bags, buckets, boot tread, waders, boats, trailers, vehicles, and ANY other equipment used in or adjacent to the water. Before leaving the site, equipment that may harbor plant fragments (e.g., boot tread) will be rinsed using a gallon jug of water and a scrub brush, scraper, or other cleaning tools. Additional cleaning/disinfectant measures may include a carwash with a high-pressure spray to help clean boats, trailers, vehicles, and equipment.

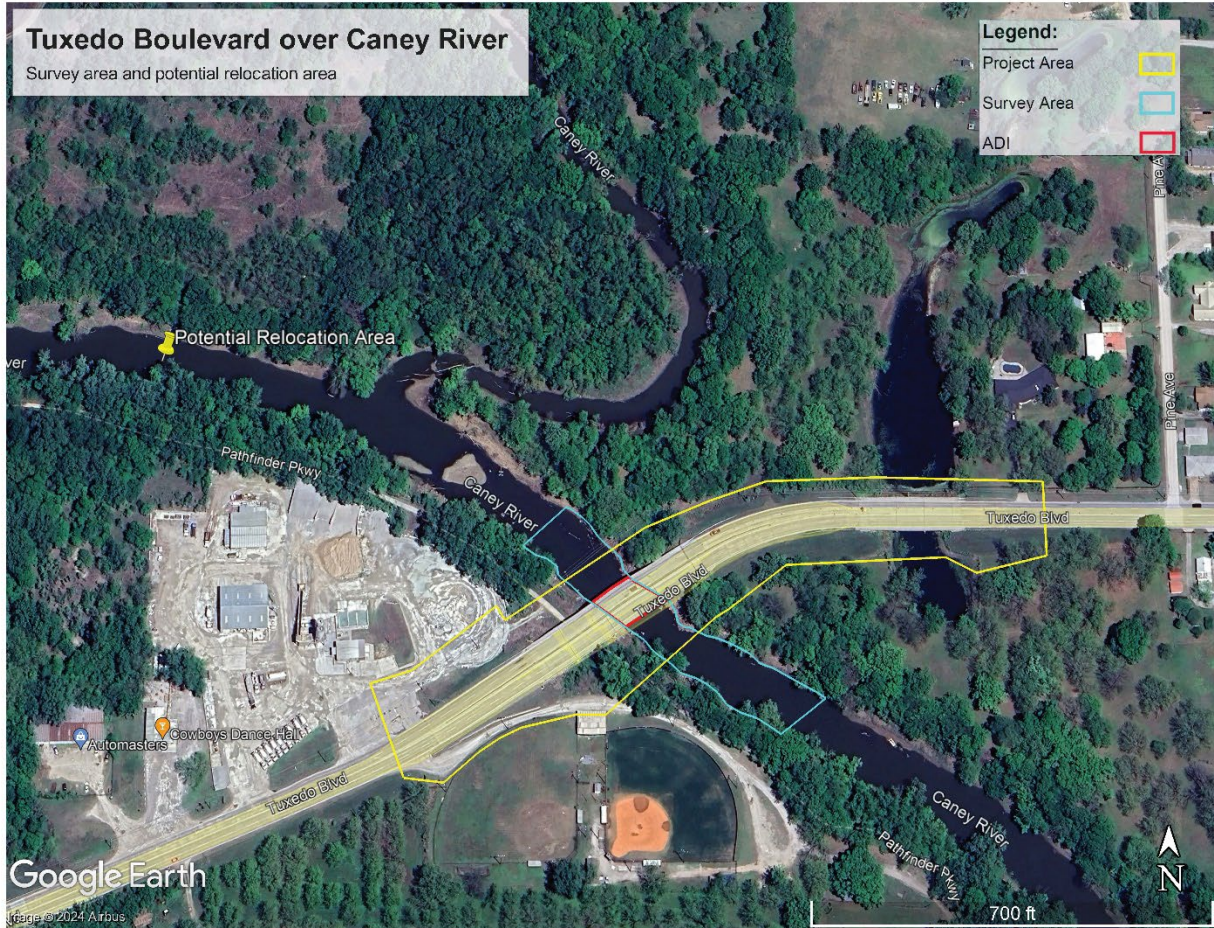
DRAIN: All water from boats, fish hauling units, buckets, or other receptacles will be drained at a location where the water will not drain into any water body.

DRY: All equipment will be allowed to dry completely before use in another water body.

Figure 1. Tuxedo Boulevard at Caney River project limits and location in Washington County Texas.



Figure 2. Project footprint and associated buffer (yellow), proposed survey areas (blue), and Area of Direct Impact (ADI) (red). The proposed relocation site is shown as a point upstream of the project.



GUY ENGINEERING SERVICES, INC.
Hourly Rates
July 1, 2024

Personnel Classification	Hourly Rate
Principal Engineer	491.16
Sr PE II	268.98
Sr PE I	241.40
PE II	201.95
PE I	162.12
Engineer Intern II	119.56
Engineer Intern I	112.70
Tech III	147.63
Tech II	122.85
Tech I	84.60
Right-of-Way Agent III	159.39
Right-of-Way Agent II	126.81
Right-of-Way Agent I	110.50
Senior Surveyor	181.13
Utilities Manager	207.38
Utilities Coordinator II	124.88
Utilities Coordinator I	97.83
Utilities Inspector	124.08
Admin III	228.13
Admin II	174.30
Admin I	111.41
SUE Mob/Demob	150.00
SUE Locate	200.00
SUE Office	170.00
Mileage & Travel Exp. (Lodging, Per Diem)	At current government rate

NEO DESIGN LLC
Hourly Rates
July 1, 2024

Personnel Classification	Hourly Rate
Principal Engineer	158.08
Sr. Bridge Engineer	138.32
Bridge Engineer	118.56
Project Engineer/Sr. Designer	108.68
Engineer	98.80
Designer	88.92
Technician	79.04
Admin	59.28
Intern	49.40
Mileage & Travel Exp. (Lodging, Per Diem)	At current government rate

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to update Article 15 of the Fraternal Order of Police (FOP) Collective Bargaining Agreement for Fiscal Year 24-25.

Attachments:

- FOP Memorandum of Understanding (MOU)
- Appendix II – Longevity Schedule (2145 hours)
- Appendix III – Longevity Schedule (2080 hours)

II. STAFF COMMENTS AND ANALYSIS

With a specific and long-standing agreement with the union groups the City of Bartlesville has a practice of paying monthly stipends to employees for things such as education pay, certification pays, and longevity pay. It has been brought to our attention that these should be paid at an hourly rate instead of monthly.

On June 3, 2024, City Council approved a MOU with the FOP for officers that work 2,145 hours. The attached MOU will address not only employees that work 2,145 hours per year but also the employees that work 2,080 hours per year.

This agreement will change any monthly stipend rates to hourly rates as noted in the MOU.

This has been reviewed by the City Attorney.

III. BUDGET IMPACT

There would be minimal budget impact. The impact would come on overtime hours worked which could vary by department and employee.

IV. RECOMMENDED ACTION

Staff recommends approval and execution of the memorandum of understanding.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered in by and between the CITY OF BARTLESVILLE, hereinafter referred to as "CITY", and the FRATERNAL ORDER OF POLICE, LODGE 117, for Fiscal Years 2023-2025; and

WHEREAS, Article 15, Section 3 states the City agrees to pay any members covered by the bargaining unit a monthly certification stipend based on the completion of a CLEET Intermediate Law Enforcement Certification, in the amount of \$50 per month. Additionally, the City agrees to pay an additional \$50 per month for CLEET Advanced Law Enforcement Certification.; and

WHEREAS, Article 15, Section 4 states that officers who are state certified law enforcement instructors will receive \$15.00 per month. Advanced state certified law enforcement instructors will receive an additional \$5.00 per month. With both basic and advanced instructor certification, an officer will receive \$20.00 per month.; and

WHEREAS, Article 15, Section 5 states that the City agrees to pay to each officer who has completed studies at accredited universities or colleges in accordance with the following schedule:

60 hours	\$40.00 per month
Associates Degree	\$75.00 per month
Bachelor's Degree	\$150.00 per month
Master's Degree	\$175.00 per month

; and

WHEREAS, Appendix II includes the longevity schedule in monthly amounts; and

WHEREAS, the CITY is adjusting all monthly stipends for all employee groups to an hourly rate for fiscal year 2024-2025.

WHEREAS, some FOP members work an annual schedule of 2,080 hours and some work an annual schedule of 2,145 hours, there will be two listed hourly amounts for each group of employees; and

NOW THEREFORE, pursuant to the agreement of the parties, it is agreed as follows:

1. Article 15, Section 3 will be adjusted to read as follows: "The City agrees to pay any members working a 2,080 annual schedule covered by the bargaining unit an hourly certification rate based on the completion of a CLEET Intermediate Law Enforcement Certification, in the amount of \$0.29 per hour and \$0.28 for those working a 2,145 annual schedule. Additionally, the City agrees to pay an additional \$0.29 per hour for CLEET Advanced Law Enforcement Certification for those working a 2,080 schedule and \$0.28 for those working a 2,145 annual schedule" effective July 1, 2024.
2. Article 15, Section 4 will be adjusted to read as follows: "Officers who are state certified law enforcement instructors will receive \$0.09 per hour for those working a 2,080 annual schedule and \$0.08 per hour for those working a 2,145 annual schedule. Advanced state certified law enforcement instructors will receive an additional \$0.03 per hour for those working a 2,080 schedule and \$0.03 per hour for those working a 2,145 schedule. With both basic and advanced instructor certification, an officer will receive \$0.12 per hour for those working a 2,080 annual schedule and \$0.11 for those

working a 2,145 annual schedule” effective July 1, 2024.

3. Article 15, Section 5 will be adjusted to state that “the City agrees to pay to each officer that works a 2,080 annual schedule who has completed studies at accredited universities or colleges in accordance with the following schedule:

60 hours	\$0.23 per hour
Associates Degree	\$0.43 per hour
Bachelor's Degree	\$0.87 per hour
Master's Degree	\$1.01 per hour

“Additionally, the City agrees to pay to each officer that works a 2,145 annual schedule who has completed studies at accredited universities or colleges in accordance with the following schedule:

60 hours	\$0.22 per hour
Associates Degree	\$0.42 per hour
Bachelor's Degree	\$0.84 per hour
Master's Degree	\$0.98 per hour

4. The longevity scale which is represented in Appendix II of the contract for fiscal years 2023-2024 and 2024-2025 will be adjusted to hereby change the monthly amounts to hourly effective July 1, 2024 for employees working a 2,080 annual schedule.
5. Appendix III will be added to include a longevity scale for fiscal year 2024-2025 for employees working a 2,145 annual schedule to hereby reflect hourly rates.

APPROVED by the parties hereto this 1st day of July, 2024.

CITY OF BARTLESVILLE

BY: _____
JIM CURD, JR., VICE MAYOR

FOP LODGE 117

BY:  _____
PRESIDENT

**APPENDIX II
CITY OF BARTLESVILLE - POLICE DEPARTMENT
LONGEVITY SCHEDULE
FISCAL YEARS 2024-2025**

<u>Years of Service</u>	<u>Hourly Longevity Pay</u>
5	\$.35
6	.35
7	.35
8	.35
9	.35
10	.70
11	.70
12	.70
13	.70
14	.70
15	1.17
16	1.17
17	1.17
18	1.17
19	1.17
20	1.63
21	1.63
22	1.63
23	1.63
24	1.63
25	1.63
26	1.63
27	1.63
28	1.63
29	1.63
30	2.10
31	2.10
32	2.10
33	2.10
34	2.10
35	2.10
36	2.10

**APPENDIX III
CITY OF BARTLESVILLE - POLICE DEPARTMENT
LONGEVITY SCHEDULE
FISCAL YEARS 2024-2025**

<u>Years of Service</u>	<u>Hourly Longevity Pay</u>
5	\$.36
6	.36
7	.36
8	.36
9	.36
10	.72
11	.72
12	.72
13	.72
14	.72
15	1.20
16	1.20
17	1.20
18	1.20
19	1.20
20	1.68
21	1.68
22	1.68
23	1.68
24	1.68
25	1.68
26	1.68
27	1.68
28	1.68
29	1.68
30	2.16
31	2.16
32	2.16
33	2.16
34	2.16
35	2.16
36	2.16

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to add Article 38, Section 1 to the Fraternal Order of Police (FOP) Collective Bargaining Agreement for Fiscal Year 23-25.

Attachments:

FOP Memorandum of Understanding

Appendix IV - Employee Performance and Recognition Program

II. STAFF COMMENTS AND ANALYSIS

The City of Bartlesville entered into a two-year agreement with the FOP on July 1, 2023 that will be in effect until June 30, 2025. After the contract was executed, the City of Bartlesville implemented an Employee Performance and Recognition Program for general employees. The intent and purpose of the program is to recognize City employees whose work performance exceeds the expectations of City management in regards to not only performance but conduct and service. The City will reward exemplary performance and dedication through annual performance bonuses and annual recognition awards.

The City would like to include all employee groups in this program. Therefore, this MOU will add an article to the collective bargaining agreement. As such, Article 38, Section 1 will be added to include the following language, "The City of Bartlesville's Employee Performance and Recognition Program that is in effect as of July 1 of each year is incorporated as part of this agreement."

Appendix IV will also be added to the contract to provide the program details.

This MOU was sent to the City Attorney, Jess Kane for review.

III. BUDGET IMPACT

The budget impact of this MOU will likely be under \$10,000. The fiscal year 24-25 budget included this amount.

IV. RECOMMENDED ACTION

Staff recommends approval and execution of the memorandum of understanding.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered in by and between the CITY OF BARTLESVILLE, hereinafter referred to as “CITY”, and the FRATERNAL ORDER OF POLICE, LODGE 117, for Fiscal Years 2023-2025; and

WHEREAS, the City of Bartlesville has an Employee Performance and Recognition Program for general employees; and

WHEREAS, the intent of the program is to recognize City employees whose work performance exceed the expectations of City management in regards to not only performance but conduct and service. The City wants to reward exemplary performance and dedication through annual performance bonuses and annual recognition award; and

WHEREAS, the City of Bartlesville wants to consider all employees when providing this benefit including employees covered under the FOP bargaining agreement; and

NOW THEREFORE, pursuant to the agreement of the parties, it is agreed as follows:

1. Article 38, Section 1 will be added to the collective bargaining agreement to include: “The City of Bartlesville’s Employee Performance and Recognition Program that is in effect as of July 1 of each year is incorporated as a part of this agreement.
2. Appendix IV will be added to include the Employee Performance and Recognition Program policy.

APPROVED by the parties hereto this 1st day of July, 2024.

CITY OF BARTLESVILLE

BY: _____
VICE MAYOR

FOP LODGE 117

BY:  _____
PRESIDENT



Employee Performance and Recognition Program

The City of Bartlesville considers its employees to be its most important assets. The Employee Performance and Recognition Program is designed to recognize City employees whose work performance exceed the expectations of City management in regards to not only performance but conduct and service. The City will reward exemplary performance and dedication through annual performance bonuses and annual recognition awards.

Annual Performance Bonuses

Annual Performance Bonuses are given to employees who are considered “Top Performers” whose actions and activities consistently and regularly go well beyond what is normally expected or required within their usual position functions and responsibilities. Such circumstances include:

1. Actions that exceed the usual performance expectations of the employee’s position
2. Demonstrating unusual resourcefulness, initiative, teamwork and problem-solving skills
3. Customer service behavior that exceeds the usual customer service expectations; going the extra mile
4. Identifying and improving processes within the department operations that boost efficiency, increase productivity or eliminate redundancies
5. Offering suggestions or ideas that are innovative or provide creative solutions
6. Demonstrating extraordinary or outstanding contributions towards addressing a security/safety issue that is of significance to the department or organization

Eligibility – All non-probationary full or part time employees of the City that are in good standing are eligible to receive the Annual Performance Bonus. Employees that have had any disciplinary actions in their personnel file in the last two (2) years are NOT eligible. Directors are NOT eligible.

Selection Process – Each department head will coordinate with their supervisors (if applicable) to determine which employees from their departments will be nominated as a top performer. Nomination deadline will be September 30th at 5:00 pm (or the Friday before if this lands on the weekend). All nomination forms must include justification for the nomination. Submitted forms will then be reviewed by Human Resources to confirm eligibility. A committee will be formed that includes the City Manager to review all nominations; department heads will be consulted with prior to selecting recipients. Recipients of these awards will be selected by January 1st of each year.

Amount of Award – An employee that receives an Annual Performance Bonus for top performance will be presented with a monetary reward of \$1,000 on their second payroll check in January. This program is subject to funding approval each year.

Annual Recognition Awards

Annual Recognition Awards are based on extraordinary circumstances, that are not considered normal or routine duties performed by the employee. There will be five awards in this category which include:

1. Distinguished Service – recipient must exemplify characteristics of distinguished service to the organization or citizens
2. Safety Achievement Award – recipient works towards continuous improvement of health and safety in the workplace
3. Most Improved Employee – recipient has made significant improvements in their performance over time
4. Most Valuable Player – recipient shows leadership, initiative and resourcefulness. Recipient also actively strives towards work-related goals in which others aspire
5. Best Collaborator – recipient has proven themselves to be a master collaborator and shares knowledge or information contributing to the group's success. Collaboration should involve other departments.

Eligibility – All non-probationary full or part time employees of the City that are in good standing are eligible to receive Annual Recognition Awards. Employees that have had any disciplinary actions in their personnel file in the last two (2) years are NOT eligible. Directors are NOT eligible.

Selection Process – Each department head will coordinate with their supervisors (if applicable) to determine which employees from their departments should be nominated for each category. Nomination deadline will be September 30th at 5:00 pm (or the Friday before if this lands on the weekend). All nomination forms must include justification for the nomination. Submitted forms will then be reviewed by Human Resources to confirm eligibility. A committee will be formed that includes the City Manager to review all nominations; department heads will be consulted with prior to selecting recipients. Recipients of these awards will be selected by January 1st of each year.

Amount of Award – An employee that receives an Annual Recognition Award will be presented with a monetary reward of \$500 on their second payroll check in January. This program is subject to funding approval each year.

Issued: 07/01/2023

Attached: Department Nomination Forms



city of
bartlesville
CONNECTED / CREATIVE / VIBRANT

Department Nomination Form

Check award:

- Top Performer**
- Distinguished Service**
- Safety Achievement**
- Most Improved**
- Most Valuable Player**
- Best Collaborator**

Nominee:

Employee Name: _____

Position: _____ Phone: _____

Department: _____

Justification for nomination (describe significant accomplishments and examples of outstanding service):

Submitted By: _____

Nominations must be received in Human Resources by 5:00 pm on September 30th (or the Friday before if this lands on the weekend).

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to partner with Wilson Psychological Associates, PLLC to provide bi-annual “Wellness Visits” for police officers, E911 dispatchers and peer support team members of the Bartlesville Police Department (BPD).

Attachments:

- “AGREEMENT” with Wilson Psychological Associates, PLLC.
- International Association of Chief of Police (IACP)-Police Psychological Services Section Guidelines for Wellness Visits for Law Enforcement Personnel
- Policy-Wellness Program
- Fraternal Order of Police Memorandum of Understanding

II. STAFF COMMENTS AND ANALYSIS

The mental wellness of law enforcement officers nationwide has been of concern. In an effort to meet the needs of the employees of the Bartlesville Police Department (BPD) with mental wellness visits on a bi-annual basis, the BPD would like to partner with Wilson Psychological Associates, PLLC, to provide another layer of prevention to the employees. The Wellness Visits program is being created to focus efforts toward the immediate mental health of our employees.

III. RECOMMENDED ACTION

Staff recommends the approval of the AGREEMENT between the City and Wilson Psychological Associates, PLLC’s for the Wellness Visits partnership at the next City Council meeting.

A G R E E M E N T

This Agreement ("Agreement") is made, entered into, executed and effective this ____ day of July, 2024, by and between entered into by and between, WILSON PSYCHOLOGICAL ASSOCIATES, PLLC, an Oklahoma professional limited liability company, 2020 S. Osage, Bartlesville, Oklahoma 74005 ("Wilson"), and the CITY OF BARTLESVILLE, an Oklahoma municipal corporation, 401 S. Johnstone, Bartlesville, Oklahoma 74005 ("City");

WHEREAS, the mental wellness of law enforcement officers has been a rising concern nationwide and in the City of Bartlesville; and

WHEREAS, the International Association of Chiefs of Police (IACP) has set forth guidelines in the International Association of Chiefs of Police (IACP)-Police Psychological Services Section for "Wellness Visits for Law Enforcement and the US Department of Justice Law Enforcement Mental Health and Wellness Act (LMHWA) program;" and

WHEREAS, the City of Bartlesville, Oklahoma has a vested interest for the wellness of the employees within the Bartlesville Police Department ("BPD"); and

WHEREAS, Wilson Psychological Associates, PLLC, is willing to provide "Wellness Visits" for all police officers, E911 dispatchers, support staff and members of the peer support team under the terms hereinafter set for; and

WHEREAS, the parties to the Agreement wish to implement the "Wellness Visits" program with Wilson Psychological Associates in order to provide mental health services on a bi-annual basis for aforementioned employees;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree to implement a "Wellness Visits" program for the Bartlesville Police Department, as outlined below:

1. The parties agree that it is beneficial for all commissioned police officers, E911 dispatchers, support staff and peer support team members of the Bartlesville Police Department (BPD) who are employed by the City of Bartlesville, have a bi-annual wellness visit with a mental health professional.
2. Each employee will schedule an appointment with Wilson once every six (6) months for a bi-annual wellness visit.
3. The City and BPD will provide the police officers, E911 dispatchers, support staff and peer support team members the time off to attend their appointment with Wilson, during their normal shift. If the employee works the Adam Shift (10:00 PM to 06:00 AM), they will be scheduled during their time off, during day-time, working hours, for their wellness visit. They will receive two (2) hours of wellness visit hours to attend the wellness visit during daytime hours.

4. Wilson agrees to a one hour, bi-annual wellness visit for each covered employee, at a prorated amount of \$135.00 per visit that will be paid for by the City each month.
5. Wilson will provide a form stating that the employee has received and completed his bi-annual wellness visit. The form will contain the employee's name and date of completion of the wellness visit. That form will be provided to the employee to deliver to their supervisor.
6. Each employee that provides proof that they have completed their wellness visit will receive eight (8) hours of wellness time to be scheduled with their supervisor.
7. The Wellness Visit program will follow the International Association of Chiefs of Police (2023) guidelines set forth in the IACP-Police Psychological Services Section, Guidelines for Wellness Visits for Law Enforcement and the US Department of Justice Law Enforcement Mental Health and Wellness Act (LMHWA) program.
8. Wilson and BPD will evaluate the wellness visits program annually to include; success of established goals and objectives; and, an annual survey of law enforcement employees to evaluate the program.
9. The Chief of Police or his designee will seriously consider the evaluation and the input of the employees and Wilson to make a good faith effort to address any concerns brought to them.
10. This Agreement shall be in force and effect from the effective date above. This Agreement shall automatically renew at the end of each current fiscal year for an additional one-year period unless either of the parties takes appropriate affirmative action to terminate this Agreement provided, however, that either party's participation in this Contract may be terminated upon at least sixty (60) days' written notice to the other party. Notice will be deemed given if sent by regular mail to the governing body of either of the party to this Agreement.
11. The Parties agree that this written Agreement contains the entire agreement between the parties, and that it cannot be modified except by a written instrument executed by the parties.

DATED this 18 day of June, 2024

WILSON PSYCHOLOGICAL
ASSOCIATES, PLLC

By: 
Managing Member/Owner

(SEAL)

CITY OF BARTLESVILLE, OKLAHOMA

Attest:

City Clerk

By: _____
Jim Curd, Jr., Vice Mayor

IACP - Police Psychological Services Section
Guidelines for Wellness Visits for Law Enforcement Personnel

1. Purpose

- 1.1 Given the highly stressful and intense nature of police work, law enforcement personnel are at elevated risk for mental health concerns. However, stigma and fear of job-related consequences inhibit some employees from seeking mental health services. A preventative approach can help employees to maintain wellness and resilience and assist in avoiding problems that may impair job performance and break down the barriers to seeking such services. Wellness visits are such an approach.
- 1.2 Personnel attending a periodic visit with a mental health professional is a service that is increasing in frequency across the United States. In some cases, states have passed legislation requiring such a visit; in others, agencies have voluntarily initiated this practice.
- 1.3 These visits aim to provide a convenient, confidential, and consistent way to promote early identification of possible mental health issues; to provide education and resources to promote wellness and resiliency; and to normalize the experience of speaking to a mental health professional. Wellness visits are seen as part of a comprehensive wellness program, which are agency programs that promote physical and mental fitness and well-being, and environmental and occupational health.¹
- 1.4 These guidelines have been developed for use by public safety agencies, agency executives, agency personnel, and mental health professionals who utilize, conduct, oversee, and/or manage employee safety and wellness programs involving wellness visits for law enforcement personnel.

2. Limitations

- 2.1. The term “guidelines” in this context refers to commonly accepted procedures for wellness visits. They are aspirational in intent. Guidelines are not intended to be mandatory or exhaustive and may not be applicable to every situation. They are not definitive, and they are not intended to take precedence over the judgment of the agency or their mental health professional.
- 2.2. These guidelines are not intended to take precedence over any federal, state, or local laws. The decision as to what is or is not done in a wellness visit is ultimately the responsibility of each agency and the mental health professional, provided it conforms to all pertinent local, state, and federal statutes, regulations, and case law and is consistent with the ethical standards of the mental health professional’s profession.

¹ Aumiller, G., Corey, D., Allen, S., Brewster, J., Cuttler, M. Gupton, H., & Honig, A. (2008). Defining the field of police psychology: Core domains and proficiencies. *Journal of Police & Criminal Psychology, 22*(2), 65-76.

2.3. These guidelines are written to apply to agencies within the jurisdiction of the United States and, as such, may require modification for use by agencies in other countries.

3. Definitions

3.1. For the purposes of these guidelines, a wellness visit is defined as a confidential, periodic, scheduled visit with a qualified mental health professional for any of several purposes related to the employee's mental health and resilience, as described in Guideline 3.3.

3.2. Many terms have been used to describe this service, including wellness visit, wellness review, wellness check, and resiliency review, among others. Although what the service is called is less important than how the service is designed and provided, it is recommended that the service not be named something that implies or could be perceived by employees as evaluative in nature. For the purposes of consistency, the term "wellness visits" will be used for these guidelines. The agency and the mental health professional are encouraged to be clear that the aims and goals for this service are to promote employee health, wellness, and resilience.

3.3. Generally, the purposes of a wellness visit include: improving employee wellbeing; decreasing stigma toward mental health services and professionals; normalizing the process of speaking to mental health professionals; increasing access to mental health services and professionals; facilitating employee self-awareness about emotional stressors; increasing employee knowledge about mental health, wellness, and resiliency; and providing referral information for counseling, peer support, chaplaincy, or other relevant services.

3.4. A wellness visit is not a fitness for duty evaluation. A fitness for duty evaluation is defined as a nonconfidential, mandatory psychological evaluation that is reported to a third party, typically the employing agency. Please see the IACP Guidelines on Psychological Fitness for Duty Evaluations.²

4. Professional Qualifications

4.1. Wellness visits should be conducted by a qualified mental health professional. To be qualified, the professional should be licensed to provide mental health services in their jurisdiction. Ideally, the professional will be culturally competent to provide services to police and public safety populations.

4.2. Cultural competence with police and public safety populations is gained via education, training, and experience working with this population and is vital to providing effective support and understanding, in accordance with APA's multicultural guidelines (2017), during the wellness visit.

² <https://www.theiacp.org/sites/default/files/2019-05/Fitness%20for%20Duty%20Evaluation%20Guidelines%202018.pdf>

4.3. A professional who conducts wellness visits for an agency must be aware of potential conflicts regarding other services provided for that agency. For qualified clinical professionals, it would be acceptable to also provide preemployment evaluations, provide counseling or therapy services, and to conduct training. However, a professional who provides wellness visits would not be suitable to conduct fitness for duty or other mental health evaluations (as defined in Guideline 3.4) for those personnel to whom they also provide wellness visits.

5. Methods and Procedures

5.1. While the methods and procedures of each program will vary according to the resources, needs, and capacity of the agency, agencies are encouraged to consider each of the following components prior to implementing a program of wellness visits.

5.2. Frequency of attendance.

5.2.1. Agencies are encouraged to determine the frequency of the wellness visits.

5.2.2. Current known programs have wellness visits that range in frequency from every six months up to once every five years.

5.3. Requirement of attendance.

5.3.1. Agencies are encouraged to determine whether attending wellness visits will be mandatory or voluntary.

5.3.2. When wellness visits are mandatory, the agency is encouraged to have every uniformed staff member attend - from the chief to the newest employee.

5.3.3. Agencies may find that a graduated process of implementation is necessary to allow the program to become established, such as beginning with the highest-risk groups or task forces, moving toward inclusion of all sworn employees, and finally to all employees, as resources allow.

5.3.4. While agencies will determine if attendance is mandatory or voluntary, active participation by the employee during the visit is encouraged to be voluntary.

5.4. Time, place, and length of the visit.

5.4.1. Agencies are encouraged to determine where the visits will take place and how long they will last in consultation with their professional.

5.4.2. Agencies are encouraged to determine if the employee can have input into the location of the visit. Options include at the agency, at the professional's office, or remotely via telehealth.

5.4.3. Current known programs have sessions that vary in length from 30 to 60 minutes.

5.4.4. Agencies are encouraged to determine if the wellness visit occurs on duty or off duty. Current known mandatory programs have wellness visits that occur on duty, and voluntary programs that occur off duty offer incentives to employees for participation.

5.4.5. Agencies are encouraged to create written procedures for how and when the visits are scheduled.

5.4.6. Agencies are encouraged to create written procedures at the outset of the program that clarify whether appointment times will be assigned to or chosen by the employees and whether they occur at one point during the year (i.e., all employees attend during the same month), throughout the year, or at a particular date (i.e., on the anniversary

of the hiring date). It is likely the size of the agency and availability of the professional will guide these factors.

5.5. Payment and incentives.

- 5.5.1. Agencies are encouraged to determine how the visits will be funded and whether incentives will be offered for those who attend. Typical incentives might include personal time off, a financial reward, or other compensation.
- 5.5.2. Agencies are encouraged to determine the source of funding for the visits prior to implementation of the program. Typical sources of financial support include funding written into the agency's annual budget, or grant funding.
- 5.5.3. It is recommended that the cost of the visit fall solely on the agency and never on the employee, nor should the employee be required to use individual health insurance or pay a co-payment or other insurance-related fees for the visit.

6. Content and Outcome

- 6.1. A professional who conducts a wellness visit should always provide appropriate disclosures, including informed consent, as mandated by state laws and regulations. Typically, this would include the exceptions to confidentiality (as mandated reporters) and that attendance will be reported to the employee's agency.
 - 6.1.1. Known programs only provide the agency with confirmation of attendance. No additional information should be provided to the agencies.
 - 6.1.2. Wellness visits do not include a report of individually identifiable findings, rather than aggregated and anonymous data, to a third party.
- 6.2. Professionals are encouraged to provide employees time to talk freely about topics of their choosing. If they choose to reveal personal information such as major life events and stressors, they should be assured that their communication will remain private, except as required by law.
- 6.3. The topics covered during a wellness visit will vary by professional and by employee. Topics commonly covered include:
 - 6.3.1. General: sleep habits, nutrition, physical health, substance use/abuse
 - 6.3.2. Emotional/Psychological: indicators of distress, symptoms of mental disorders, presence of significant stressors
 - 6.3.3. Systems: relationships, family, children, finances, spirituality/religion
 - 6.3.4. Law Enforcement: critical incidents, exposure to trauma, moral injury/trauma, burnout/compassion fatigue, internal affairs involvement, relationships with colleagues and supervisors, attitudes about law enforcement, agency, or organizational stressors
 - 6.3.5. Protective Factors: coping strategies, stress relief, support systems, available resources
- 6.4. Professionals should aim to provide psychoeducation and referral information to support or enhance the employee's well-being.

7. Confidentiality, and Privilege

7.1. To promote trust and encourage the use of these services, all wellness visits shall be kept confidential (with the exception of mandated state and federal reporting laws). Documentation shall similarly be kept in line with the psycho-educational focus of the visit while meeting professional requirements. Attendance only shall be reported to the agency in line with the purpose of these visits as defined under Section 1 of these guidelines.”

8. Research

8.1. There is a lack of research on the effectiveness of wellness visits. As such, it is of vital importance for professionals and agencies to gather, analyze, and report on data that speaks to the effectiveness of new and existing programs.

8.2. It is recommended that agencies establish partnerships with researchers and/or academic institutions to design and carry out evaluations of new and existing programs.

8.3. It is recommended that program evaluation protocols include the following elements:

8.3.1. Formative evaluation to determine the effectiveness of program procedures and to guide implementation and modification of the program as it develops and is implemented.

8.3.2. Summative evaluation to determine the outcome and effectiveness of the program after it has been established and functioning for some period.

Every effort has been made by the IACP National Law Enforcement Policy Center staff and advisory board to ensure that this document incorporates the most current information and contemporary professional judgment on this issue. However, law enforcement administrators should be cautioned that no “model” policy can meet all the needs of any given law enforcement agency. Each law enforcement agency operates in a unique environment of federal court rulings, state laws, local ordinances, regulations, judicial and administrative decisions and collective bargaining agreements that must be considered. In addition, the formulation of specific agency policies must take into account local political and community perspectives and customs, prerogative and demands; often divergent law enforcement strategies and philosophies and the impact varied agency resource capabilities among other factors.

Wellness Program

1032.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance on establishing and maintaining a proactive wellness program for department members.

The wellness program is intended to be a holistic approach to a member's well-being and encompasses aspects such as physical fitness, mental health, and overall wellness.

Additional information on member wellness is provided in the:

- Chaplains Policy.
- Line-of-Duty Deaths Policy.
- Drug- and Alcohol-Free Workplace Policy.

1032.1.1 DEFINITIONS

Definitions related to this policy include:

Critical incident – An event or situation that may cause a strong emotional, cognitive, or physical reaction that has the potential to interfere with daily life.

Critical Incident Stress Debriefing (CISD) – A standardized approach using a discussion format to provide education, support, and emotional release opportunities for members involved in work-related critical incidents.

Peer support – Mental and emotional wellness support provided by peers trained to help members cope with critical incidents and certain personal or professional problems.

Peer support counseling sessions – Critical incident stress management sessions for members who have been involved in emotionally traumatic incidents by reason of their employment (12 O.S. § 2506.2).

1032.2 POLICY

It is the policy of the Bartlesville Police Department to prioritize member wellness to foster fitness for duty and support a healthy quality of life for department members. The Department will maintain a wellness program that supports its members with proactive wellness resources, critical incident response, and follow-up support.

1032.3 WELLNESS COORDINATOR

The Chief of Police should appoint a trained wellness coordinator. The coordinator should report directly to the Chief of Police or the authorized designee and should collaborate with advisers (e.g., Human Resources Department, legal counsel, licensed psychotherapist, qualified health professionals), as appropriate, to fulfill the responsibilities of the position, including but not limited to:

Bartlesville Police Department

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Wellness Program

- (a) Identifying wellness support providers (e.g., licensed psychotherapists, external peer support providers, physical therapists, dietitians, physical fitness trainers holding accredited certifications).
 - 1. As appropriate, selected providers should be trained and experienced in providing mental wellness support and counseling to public safety personnel.
 - 2. When practicable, the Department should not use the same licensed psychotherapist for both member wellness support and fitness for duty evaluations.
- (b) Developing management and operational procedures for department peer support members, such as:
 - 1. Peer support member selection and retention.
 - 2. Training and applicable certification requirements.
 - 3. Deployment.
 - 4. Managing potential conflicts between peer support members and those seeking service.
 - 5. Monitoring and mitigating peer support member emotional fatigue (i.e., compassion fatigue) associated with providing peer support.
 - 6. Using qualified peer support personnel from other public safety agencies or outside organizations for department peer support, as appropriate.
- (c) Verifying members have reasonable access to peer support or licensed psychotherapist support.
- (d) Establishing procedures for CISDs, including:
 - 1. Defining the types of incidents that may initiate debriefings.
 - 2. Steps for organizing debriefings.
- (e) Facilitating the delivery of wellness information, training, and support through various methods appropriate for the situation (e.g., phone hotlines, electronic applications).
- (f) Verifying a confidential, appropriate, and timely Employee Assistance Program (EAP) is available for members. This also includes:
 - 1. Obtaining a written description of the program services.
 - 2. Providing for the methods to obtain program services.
 - 3. Providing referrals to the EAP for appropriate diagnosis, treatment, and follow-up resources.
 - 4. Obtaining written procedures and guidelines for referrals to, or mandatory participation in, the program.
 - 5. Obtaining training for supervisors in their role and responsibilities, and identification of member behaviors that would indicate the existence of member concerns, problems, or issues that could impact member job performance.

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Wellness Program

- (g) Assisting members who have become disabled with application for federal government benefits such as those offered through the Public Safety Officers' Benefits Program (34 USC § 10281 et seq.).
1. The coordinator should work with appropriate department liaisons to assist qualified members and survivors with benefits, wellness support, and counseling services, as applicable, when there has been a member death (see the Line-of-Duty Deaths Policy for additional guidance).

1032.4 DEPARTMENT PEER SUPPORT

1032.4.1 PEER SUPPORT MEMBER SELECTION CRITERIA

The selection of a department peer support member will be at the discretion of the coordinator. Selection should be based on the member's:

- Desire to be a peer support member.
- Experience or tenure.
- Demonstrated ability as a positive role model.
- Ability to communicate and interact effectively.
- Evaluation by supervisors and any current peer support members.

1032.4.2 PEER SUPPORT MEMBER RESPONSIBILITIES

The responsibilities of department peer support members include:

- (a) Providing pre- and post-critical incident support.
- (b) Presenting department members with periodic training on wellness topics, including but not limited to:
 1. Stress management.
 2. Suicide prevention.
 3. How to access support resources.
- (c) Providing referrals to licensed psychotherapists and other resources, where appropriate.
 1. Referrals should be made to department-designated resources in situations that are beyond the scope of the peer support member's training.

1032.4.3 PEER SUPPORT MEMBER TRAINING

A department peer support member shall complete department-approved training prior to being assigned (12 O.S. § 2506.2).

1032.5 CRITICAL INCIDENT STRESS DEBRIEFINGS

A Critical Incident Stress Debriefing should occur as soon as practicable following a critical incident. The coordinator is responsible for organizing the debriefing. Notes and recorded

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Bartlesville Police Department Policy Manual

Wellness Program

statements shall not be taken because the sole purpose of the debriefing is to help mitigate the stress-related effects of a critical incident.

The debriefing is not part of any investigative process. Care should be taken not to release or repeat any communication made during a debriefing unless otherwise authorized by policy, law, or a valid court order.

Attendance at the debriefing should only include peer support members and those directly involved in the incident.

1032.6 PEER SUPPORT COMMUNICATIONS

Any communications made by a member, peer support member, or counselor in a peer support counseling session conducted by any Bartlesville Police Department-approved provider and any oral or written information conveyed in the session are confidential and may only be disclosed in accordance with 12 O.S. § 2506.2.

Any communications relating to a peer support counseling session made between peer support members or between peer support members and the supervisors or staff of an employee assistance program are confidential and may only be disclosed in accordance with 12 O.S. § 2506.2.

All communications, notes, records, and reports arising out of a peer support counseling session are not considered public records subject to disclosure under the Oklahoma Open Records Act (12 O.S. § 2506.2).

1032.7 PHYSICAL WELLNESS PROGRAM

The coordinator is responsible for establishing guidelines for any on-duty physical wellness program, including the following:

- (a) Voluntary participation by members
- (b) Allowable physical fitness activities
- (c) Permitted times and locations for physical fitness activities
- (d) Acceptable use of department-provided physical fitness facilities and equipment
- (e) Individual health screening and fitness assessment
- (f) Individual education (e.g., nutrition, sleep habits, proper exercise, injury prevention) and goal-setting
- (g) Standards for fitness incentive programs. The coordinator should collaborate with the appropriate entities (e.g., human resources, legal counsel) to verify that any standards are nondiscriminatory.
- (h) Maintenance of physical wellness logs (e.g., attendance, goals, standards, progress)
- (i) Ongoing support and evaluation

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Wellness Program

1032.8 WELLNESS PROGRAM AUDIT

At least annually, the coordinator or the authorized designee should audit the effectiveness of the department's wellness program and prepare a report summarizing the findings. The report shall not contain the names of members participating in the wellness program, and should include the following information:

- Data on the types of support services provided
- Wait times for support services
- Participant feedback, if available
- Program improvement recommendations
- Policy revision recommendations

The coordinator should present the completed audit to the Chief of Police for review and consideration of updates to improve program effectiveness.

1032.9 TRAINING

The coordinator or the authorized designee should collaborate with the Training Coordinator to provide all members with regular education and training on topics related to member wellness, including but not limited to:

- The availability and range of department wellness support systems.
- Suicide prevention.
- Recognizing and managing mental distress, emotional fatigue, post-traumatic stress, and other possible reactions to trauma.
- Alcohol and substance disorder awareness.
- Countering sleep deprivation and physical fatigue.
- Anger management.
- Marriage and family wellness.
- Benefits of exercise and proper nutrition.
- Effective time and personal financial management skills.

Training materials, curriculum, and attendance records should be forwarded to the Training Coordinator as appropriate for inclusion in training records.



Bartlesville Police Department

Chief of Police, Kevin R. Ickleberry – Deputy Chief of Police, Troy Newell

615 S. Johnstone Ave.
Bartlesville, OK 74003

Non-Emergency 918.338.4001
Administration 918.338.4050

Date: June 26th, 2024

To: Kevin Ickleberry - Police Chief

From: Corey Boyd President FOP Lodge #117

Re: Memorandum of Understanding (Wilson Psychological Agreement)

This Memorandum of Understanding (MOU) between the Fraternal Order of Police Lodge 117 (FOP) and Chief of Police Kevin Ickleberry (Chief), shall allow for the implementation of an agreement between the Police Department and Wilson Psychological for Bi-Annual Officer Wellness Visits, which can be renewed annually at the discretion of the Chief of Police. The attached agreement shall be in place.

This MOU is entered into and effective this 26th day of June, 2024, between FOP Lodge #117 and Chief of Police Kevin Ickleberry.

A handwritten signature in blue ink, appearing to be "C Boyd", written over a horizontal line.

Corey Boyd
President Lodge 117

A handwritten signature in blue ink, appearing to be "Kevin Ickleberry", written over a horizontal line.

Kevin Ickleberry
Police Chief

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to approve an Employment Agreement between Jason Dochney and the City of Bartlesville.

Attachments:

Employment Agreement

II. STAFF COMMENTS AND ANALYSIS

Our current Golf Professional and department head at Adams Municipal Golf Course is Jerry Benedict. After 38 years of service, he will be retiring effective August 16, 2024. In order to provide interim leadership at the golf course staff would recommend contracting with Jason Dochney as the Interim Golf Director.

Mr. Dochney is a Class A member of the Professional Golfers Association (PGA) who currently serves as the Teaching Professional at Adams Municipal Golf Course. Allowing him to serve as the Interim Golf Director, will provide continuity of services at the course and he will be instrumental in providing a smooth transition as the City takes on the operations of the course. This would be on an interim basis until a permanent solution is reached.

III. BUDGET IMPACT

There will be a cost savings associated with this contract as Mr. Dochney will be paid \$722.64 less per month than Mr. Benedict would be paid.

IV. RECOMMENDED ACTION

Staff recommends execution and approval of the Employment Agreement between Jason Dochney and the City of Bartlesville.

EMPLOYMENT AGREEMENT

This agreement is made and effective on the _____ day of July, 2024, by and between the City of Bartlesville, Oklahoma, hereinafter called "*Employer*", and Jason Dochney, hereinafter called "*Employee*", both of whom understand and agree as follows:

WHEREAS, it is the desire of the *Employer* to:

1. Provide interim leadership at Adams Municipal Golf Course through the use of an independent contractor until a permanent solution is reached.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1: Term

This Agreement shall become effective on July 22, 2024, and shall remain in effect until contract is dissolved by *Employer*.

Section 2: Duties

Employer employs the *Employee* to perform duties as the department head at the Adams Municipal Golf Course on an interim basis and will answer directly to the Assistant City Manager.

Section 3: Place and Time of Work

1. The *Employee's* primary place of work will be the Adams Municipal Golf Course.
2. The *Employee's* normal hours of work will vary depending upon the demands of the course.

Section 4: Compensation

1. The *Employer* agrees to pay *Employee* \$52/hour or \$4,160/bi-weekly.
2. *Employer* agrees to pay *Employee* on a bi-weekly schedule with the first payment paid out on August 9, 2024.
3. The *Employer* shall provide no benefits to employee.

Section 5: Involuntary Termination

1. The *Employer* may terminate the *Employee* with or without good cause, at any time.

Section 6: Resignation

Nothing in this Agreement shall prevent, limit or interfere with the right of the *Employee* to resign at any time. In the event the *Employee* desires to resign employment, the *Employee* shall give written notice at least two weeks prior to separation. The *Employer* shall have no obligation to pay *Employee* any further compensation after the expiration of the notice period.

Section 7: General Provisions

A: Assignment. This Agreement may not be assigned by either party without the written consent of the other party.

B. Severability. If this Agreement contains any unlawful provision not an essential part of the Agreement and which shall not appear to have been a controlling or material inducement to the making of this Agreement the unlawful provision shall be deemed of no effect and shall, upon agreement by the parties, be deemed stricken from the Agreement without affecting the binding force of the remainder.

City of Bartlesville, OK

By: _____
Vice Mayor

Attest: _____
City Clerk

Executed this the _____ Day of June, 2024.

Employee

By: 
Jason Dochney

Executed this the _____ day of July, 2024.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to approve a request for video depiction displaying all likenesses, images, property, and official personnel, from both the Bartlesville Police Department and the Bartlesville Fire Department for the purpose of honoring first responders in a musical video to the song “Those Who Fight” by local artist Aaron Ray Vaughan at no expense to the City of Bartlesville or any other official government entity therein.

Attachments:

Request for Video Depiction from Aaron Ray Vaughn
Song lyrics to “Those Who Fight”

II. STAFF COMMENTS AND ANALYSIS

Staff has no issues with this request from local artist Aaron Ray Vaughan for the purpose of honoring the City of Bartlesville's first responders.

III. RECOMMENDED ACTION

Staff recommends that the Council review and take possible action to approve this request for video depiction displaying all likenesses, images, property, and official personnel, from both the Bartlesville Police Department and the Bartlesville Fire Department for the purpose of honoring first responders in a musical video to the song “Those Who Fight” by local artist Aaron Ray Vaughan at no expense to the City of Bartlesville or any other official government entity therein.

Request For Video Depiction

To the sitting members of the Bartlesville City Council,

I the undersigned actor & petitioner, Aaron Ray Vaughan, hereby request approval to display all likenesses, images, property, and official personnel, from both the Bartlesville Police Department, and the Bartlesville Fire Department, as necessary for the purposes of honoring our first responders in a musical video at no expense to the City of Bartlesville or any other official government entity therein.

This request to the council is being made this date: June 25, 2024.

Aaron Ray Vaughan

A handwritten signature in black ink, appearing to read "A. Vaughan", written over a horizontal line.

THOSE WHO FIGHT LYRICS

'Those Who Fight'

They stand tall in our minds. So much more than story lines. Some make home some give their lives. So we live free, draped in the Stars and Stripes.

They don't ask us for anything.
But I thank God for them, when I pray

Here's to the mothers and fathers, our sons and our daughters. The heroes of courage and sacrifice. The ones who run through fire, to face the evil giants, the ones who lay it all out on the line.
Here's to the ones who fight.

Some march through hell. Some soar the skies. Some sail the oceans far and wide. Big cities, small towns, behind flashing lights;
Some would give their own to save our lives.

Yeah and they don't ask us for a thing.
But I thank God for them when I pray.

Here's to the mothers and fathers, our sons and our daughters. The heroes of courage and sacrifice. The ones who run through fire, to face the evil giants, the ones who lay it all out on the line.
Here's to the ones who fight.

(X2)

BARTLESVILLE NEXT PROGRESS REPORT - JUNE 2024

FINANCIAL STRENGTH AND OPERATIONAL EXCELLENCE						
Focus on staff recruitment, retention, development, department collaborations, and safety programs to improve workplace culture and morale.						
1		Investigate programs to recruit non-traditional employees and within schools.	HR	10/23	100%	
2		Within six months of adoption of Strategic plan, investigate potential vacation buyback program.	HR	10/23	100%	
3		Implement a job swap program for employees.	HR	10/23	100%	
4		Hold employee appreciation luncheons twice yearly.	HR	07/24	100%	
5		Investigate ways to implement a flex-hours or work from home program for applicable employees.	HR	04/24	100%	
Improve and modernize our workplace including seeking accreditations for operational excellence, developing a performance and reward-based evaluation process,						
1		Develop a committee to research best practices and accreditation programs.	Admin	10/23	100%	Committee has met and is gathering data.
2		Develop and implement a performance and reward-based evaluation process for general employees by July 1, 2023 with intent to negotiate this process for uniformed groups in the future.	HR	07/23	100%	
3		Re-evaluate 311 and Enterprise Asset Management (E.A.M.) to determine how we can integrate these systems into our operating departments.	IT	04/24	75%	Reevaluating options for software.
4		Revise and update our website using newest technologies and integrations to improve citizen satisfaction and e-gov capabilities.	CCO	10/24	60%	
Develop annual communications and feedback systems to include a standard report to citizens, community survey, and employee survey.						
1		Create and publish annual digital report on overall City and departmental achievements, progress, and goals. Summary of report to be circulated in utility bill.	Admin	09/24	50%	Changed the date to match up with our fiscal year. Original completion date was 4/24.
2		Create and distribute an annual survey to obtain citizen feedback and requests for all City departments. Individual departments may also be surveyed individually as part of a larger survey plan.	Admin	04/24	50%	Meeting with consultant to discuss options first week of July.
3		Create and distribute survey for employees to rate their department and the City as an overall employer by July 1, 2023.	HR	07/23	100%	
4		Develop feedback cards for golf course, library and other City services as appropriate.	Admin	10/23	100%	
5		Continue to enhance, improve, and promote City Beat and grow subscription base by 10%.	CCO	04/24	100%	
Adopt governance best practices relating to debt, financial targets, multi-year plans, and a comprehensive Council handbook.						
1		Develop and adopt formal policies pertaining to:				
a		Formal debt policy based on GFOA authoritative guidance.	A&F	10/23	100%	

BARTLESVILLE NEXT PROGRESS REPORT - JUNE 2024

b	Formal policy requiring that utility rate studies be conducted at least every 5 years and requiring Council to utilize periodic rate studies to adopt multiyear rate plans.	A&F	10/23	100%	
c	Formal capital planning policy requiring that a 5-year Capital Improvement Plan (CIP) be prepared by Staff and adopted by the City Council concurrently with the budget every year.	A&F	10/23	100%	
2	Future budgets should include 5-year projections of revenue and expenditures for major operating funds to assist the Council and Staff in better planning for the future.	A&F	07/25	35%	Will contact Crawford & Assoc. If they are unable to provide service, then implementation may be delayed.
3	City Council will adopt a City Council Handbook that will help to guide current and future City Councils. City Manager will work with Mayor to schedule a Council workshop to discuss this item within one year of adoption of Strategic Plan.	Admin	04/24	100%	

EFFECTIVE INFRASTRUCTURE NETWORK

Develop Asset Management Program for infrastructure.

1	The intent of the asset management program is to compile age, material, condition, and service life of the City's infrastructure (facilities, airport, streets, storm drain, wastewater, water, signals, signs, etc.) into ESRI's GIS software to aid in planning improvement priority and capital needs.	Eng			
a	Staff will determine what items need to be tracked, what data exists, and what data needs to be collected	Eng	10/23	95%	Pending budget effective date of July 1.
b	Select consultant to collect and populate data into ESRI.	Eng			
i	Facilities, streets, storm drains, wastewater and water	Eng	10/24	25%	
ii	Signs and signals	Eng	10/25	50%	

Improve road conditions as captured by Pavement Condition Index (PCI).

1	Improve road conditions as captured by Pavement Condition Index (PCI).	Eng			
a	Complete PCI update currently under contract.	Eng	04/23	100%	
b	Once complete, develop several PCI score scenarios (maintain existing, desired PCI in 5 years and desired PCI in 10 years) with capital investment requirements – 6 months.	Eng	06/23	100%	

ECONOMIC VITALITY

Reevaluate our development regulatory policies to ensure all rules, regulations, and processes align with best practices and reflect the character of our community.

1	Update the city's comprehensive plan and other long-range plans utilizing accepted best practices (i.e. transportation, storm drainage, utilities, etc.).	Comm Dev			
a	Staff will develop an RFP to select a consultant.	Comm Dev	06/23	100%	
b	Present recommendations to the Council	Comm Dev	10/24	5%	Start date of project was delayed, so end date has been adjusted accordingly.

BARTLESVILLE NEXT PROGRESS REPORT - JUNE 2024

2		Update zoning, subdivision, and other ordinances and codes which regulate private development and land use following the updated comprehensive land use plan.	Comm Dev	06/25	0%	
Collaborate with economic development partners and experts to optimize development.						
1		Identify economic development partners and assign City employee to act as economic development liaison. Liaison shall act as conduit between economic development partners, developer, and City departments.	Admin	06/23	100%	
2		Convene a meeting with all economic development partners to determine how best to support their efforts and to define the expectations for all parties.	Admin	12/23	100%	
3		Ongoing coordination between liaison and economic development partners.	Admin		100%	
Develop and implement strategies to retain and attract young professionals and families to Bartlesville.						
1		Identify community partners who employ and recruit young professionals.	Admin	09/23	100%	
2		Engage with community partners to learn how the City can attract young professionals and families	Admin	01/24	75%	Scheduling meeting with COP/P66 leadership
3		Examine ways to make the community more enticing for businesses and restaurants that attract young professionals and families	Admin	01/24	0%	
4		Work closely with BDA and Visit Bartlesville to promote their efforts and accomplishments	Admin	01/24	100%	
COMMUNITY CHARACTER						
Explore opportunities to embrace the unique cultures of our community.						
1		Coordinate a multi-cultural group to highlight the diverse cultures in our community.	Library	01/24	100%	
	a	Use this group to support/identify cultural needs that are unmet.				
	b	Partner/support this group for an annual event.				
2		Allocate city resources for support group (such as facilities, properties, venues, etc.)	Library	01/25	0%	
Develop and maintain healthy lifestyle options as a segment of our parks, recreation and transportation systems.						
1		As part of the update to the City's comprehensive and other plans identified in Economic Vitality, update the Parks Masterplan to ensure that lifestyle options and parks and recreation systems are meeting the needs of the public.	Comm Dev	10/24	25%	Tied to the comprehensive plan.
2		Create a Trails/Multi-model plan that incorporates existing assets and plans such as bicycle plan.	CD/S&T		0%	Tied to the comprehensive plan.
	a	Review, evaluate, and update the Bicycle Plan	CD/S&T	10/24	0%	Tied to the comprehensive plan.
Ensure and maintain clean, bright, vibrant community spaces.						

BARTLESVILLE NEXT PROGRESS REPORT - JUNE 2024

1		Address vandalism and criminal activities in our community spaces, including destruction or defacement of public restrooms, violations of park curfews, etc.	PW/PD			
	a	Improve security measures at public restrooms using automatic locks combined with motion and smoke detectors	Pub Works	04/24	95%	9 of 10 bathrooms installed
	b	Police to respond to all calls at public restrooms generated by new systems	PD	04/24	100%	
	i	Offenders, especially repeat offenders, will be prosecuted for vandalism, arson, trespassing, etc.	PD	04/24	100%	
2		Coordinate citizen volunteer efforts to supplement our maintenance efforts and to improve the appearance of our City. These could include periodic clean up days, adopt a mile programs, adopt a path programs, etc.	CD/PW	07/23	100%	KBB established.
	a	Staff to list and prioritize possible programs.	CD/PW	01/24	25%	
	b	Adopt formal policy for selected program(s).	CD/PW	04/24	25%	
	c	Advertise, promote, operate, and publicly report on the success of this program.	CD/PW	10/24	25%	
3		Establish Neighborhood Watch and Sentinel Program	PD	10/23	100%	
4		Finalize implementation of and launch Software 311 and City App	Comm Dev	04/24	100%	
5		Create a list of minimum maintenance intervals for our parks and rights-of-way.	Pub Works	07/23	100%	
EMERGING ISSUES						
Partner with community groups to discuss, evaluate and report on existing needs and potential solution that address: Child Care, Housing, Homelessness, and Others						
1		Child Care:	Admin			
	a	Collaborate with local groups to help find solutions to the local child care shortage.	Admin	04/24	100%	New task force established and meeting regularly.
	b	Help advocate for reform of child care regulations that act as barriers to new facilities.	Admin		80%	Review of local regulations under way.
2		Housing:	Comm Dev			
	a	Evaluate local housing supply and demand to determine gaps in local housing stock by price level.	Comm Dev	04/24	100%	
3		Homelessness:	PD			
	a	Collaborate with local groups seeking to reduce homelessness including "United Way" and "B the Light".	Admin/CD	04/24	100%	Collaboration with "B the Light" will continue. Their construction currently delayed by ODEQ.
	b	Review existing laws and enforcement policies and retrain police officers to better handle crimes committed by the homeless.	Admin/PD	04/24	100%	
	c	Utilize the mental health team data from PD to better understand our homeless population, how many homeless are in Bartlesville, and why they are here.	Admin/PD	04/24	100%	

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Receipt of Interim Financials for the eleven months ending May 31, 2024.

Attachments:

Interim Financials for May 31, 2024

II. STAFF COMMENTS AND ANALYSIS

Staff has prepared the condensed Interim Financial Statements for May 2024; these should provide sufficient information for the City Council to perform its fiduciary responsibility. All supplementary, detailed information is available for the Council's use at any time upon request. All information is subject to change pending audit.

III. BUDGET IMPACT

N/A

IV. RECOMMENDED ACTION

Staff recommends the approval the Interim Financials for May 31, 2024.



**REPORT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCES**

For The Eleven Months Ended May 31, 2024

CITY COUNCIL

Ward 1 - Dale Copeland, Mayor

Ward 2 - Loren Roszel

Ward 3 - Jim Curd, Vice Mayor

Ward 4 - Quinn Schipper

Ward 5 - Trevor Dorsey

City Manager

Mike Bailey

Prepared by:

Jason Muninger
Finance Director

Alicia Shelton
Accountant

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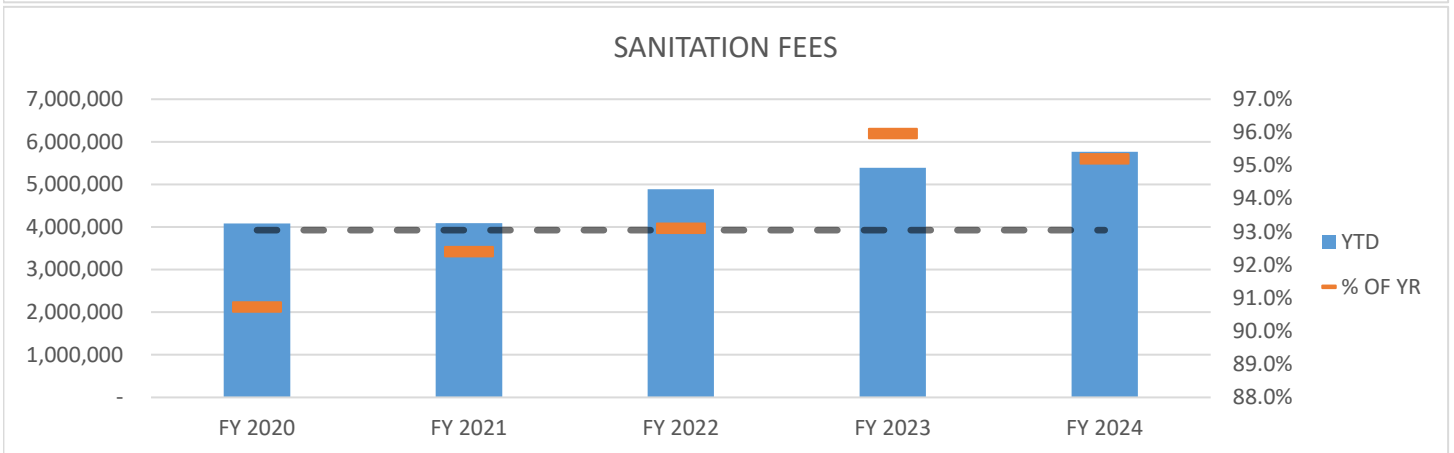
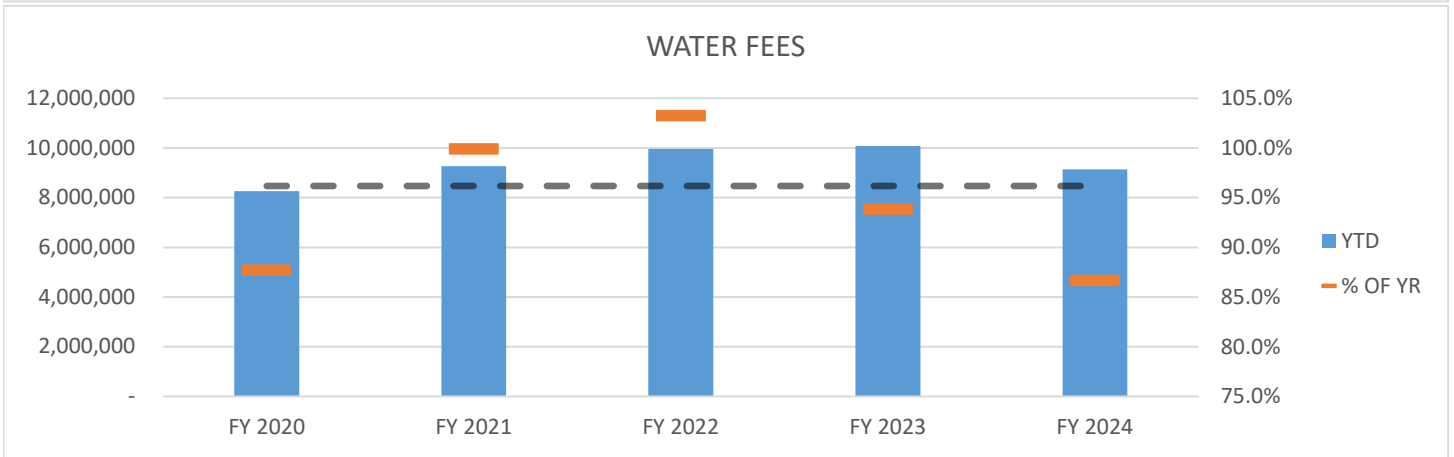
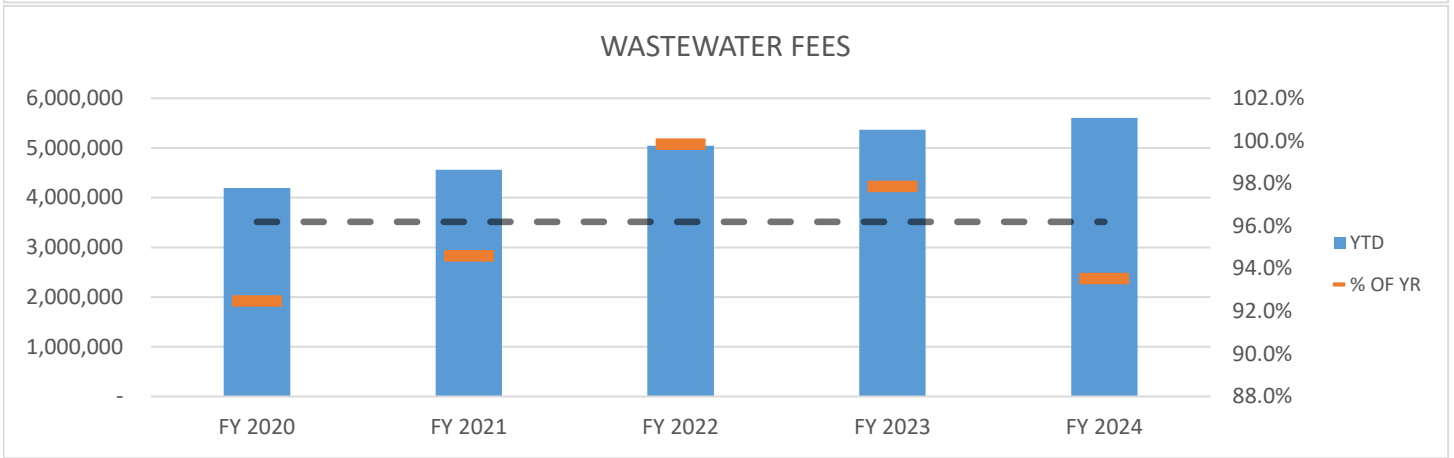
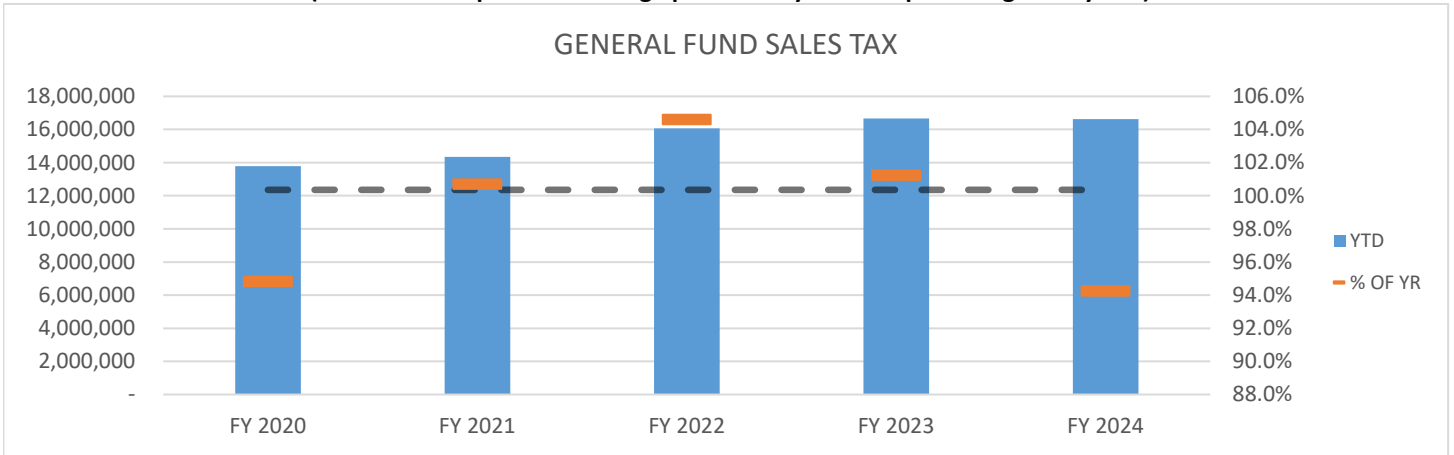
EXPENDITURE BUDGET STATUS

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EXPLANATORY MEMO

FINANCIAL STATEMENT REVENUE HIGHLIGHTS

(Dashed line represents average percent of year for 4 preceding fiscal years)



GENERAL FUND
Statement of Revenue, Expenditures, and Changes in Fund Balances

92% of Year Lapsed

	<u>2023-24 Fiscal Year</u>					% of Budget	<u>2022-23 Fiscal Year</u>	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total		YTD Total	% Total Year
Revenue:								
Sales Tax	\$ 17,643,955	\$ 16,173,625	\$ 16,629,133	\$ -	\$ 16,629,133	94.2%	\$ 16,663,460	92.0%
Use Tax	2,500,000	2,291,667	4,482,543	-	4,482,543	179.3%	1,155,263	74.5%
Gross Receipt Tax	1,582,000	1,450,167	1,424,076	-	1,424,076	90.0%	1,492,990	91.8%
Licenses and Permits	256,700	235,308	250,841	-	250,841	97.7%	245,134	95.3%
Intergovernmental	700,400	642,033	655,445	-	655,445	93.6%	658,661	92.4%
Charges for Services	478,800	438,900	535,202	-	535,202	111.8%	563,848	94.3%
Court Costs	160,000	146,667	175,315	-	175,315	109.6%	174,995	92.0%
Police/Traffic Fines	460,000	421,667	319,646	-	319,646	69.5%	376,257	92.8%
Parking Fines	68,200	62,517	47,085	-	47,085	69.0%	46,060	96.1%
Other Fines	80,400	73,700	58,791	-	58,791	73.1%	64,336	91.6%
Investment Income	150,000	137,500	2,788,917	-	2,788,917	1859.3%	863,886	90.1%
Miscellaneous Income	910,700	834,808	1,106,595	-	1,106,595	121.5%	734,554	97.5%
Transfers In	6,561,228	6,014,459	6,014,460	-	6,014,460	91.7%	8,406,697	91.7%
Total	<u>\$ 31,552,383</u>	<u>\$ 28,923,018</u>	<u>\$ 34,488,049</u>	<u>\$ -</u>	<u>\$ 34,488,049</u>	109.3%	<u>\$ 31,446,140</u>	91.3%
Expenditures:								
General Government	\$ 9,151,305	\$ 8,388,696	\$ 7,831,745	\$ 51,819	\$ 7,883,564	86.1%	\$ 7,315,691	89.2%
Public Safety	16,925,651	15,515,180	15,618,303	79,597	15,697,900	92.7%	13,894,976	89.9%
Street	2,103,511	1,928,218	1,653,864	21,385	1,675,249	79.6%	1,620,370	90.1%
Culture and Recreation	3,790,180	3,474,332	3,138,888	(6,742)	3,132,146	82.6%	2,894,048	88.8%
Transfers Out	4,189,369	3,840,255	3,840,012	-	3,840,012	91.7%	3,676,852	91.7%
Reserves	1,194,800	1,095,233	-	-	-	0.0%	-	N.A.
Total	<u>\$ 37,354,816</u>	<u>\$ 34,241,914</u>	<u>\$ 32,082,812</u>	<u>\$ 146,059</u>	<u>\$ 32,228,871</u>	86.3%	<u>\$ 29,401,937</u>	89.9%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 6,559,526					
Net Revenue (Expense)			<u>2,405,237</u>					
Ending Fund Balance			<u>\$ 8,964,763</u>					

COMBINED WASTEWATER OPERATING & BMA WASTEWATER FUNDS
Statement of Revenue, Expenditures, and Changes in Fund Balances

92% of Year Lapsed

	<u>2023-24 Fiscal Year</u>					% of Budget	<u>2022-23 Fiscal Year</u>	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total		YTD Total	% Total Year
Revenue:								
Wastewater Fees	\$ 6,007,344	\$ 5,506,732	\$ 5,605,216	\$ -	\$ 5,605,216	93.3%	\$ 5,372,831	107.8%
Investment Income	-	-	-	-	-	N.A.	55,797	#####
Debt Proceeds	-	-	-	-	-	N.A.	-	N.A.
Miscellaneous	<u>30,000</u>	<u>27,500</u>	<u>136,001</u>	<u>-</u>	<u>136,001</u>	453.3%	<u>176,258</u>	865.8%
Total	<u>\$ 6,037,344</u>	<u>\$ 5,534,232</u>	<u>\$ 5,741,217</u>	<u>\$ -</u>	<u>\$ 5,741,217</u>	95.1%	<u>\$ 5,604,886</u>	112.0%
Expenditures:								
Wastewater Plant	\$ 2,965,385	\$ 2,718,270	\$ 2,951,850	\$ (16,251)	\$ 2,935,599	99.0%	\$ 2,692,135	100.9%
Wastewater Maint	861,009	789,258	767,504	(95)	767,409	89.1%	640,940	98.1%
BMA Expenses	27,735	25,424	27,730	-	27,730	100.0%	27,870	N.A.
Transfers Out	1,646,975	1,509,727	1,509,728	-	1,509,728	91.7%	1,505,694	104.6%
Reserves	<u>88,790</u>	<u>81,391</u>	<u>-</u>	<u>-</u>	<u>-</u>	0.0%	<u>-</u>	N.A.
Total	<u>\$ 5,589,894</u>	<u>\$ 5,124,070</u>	<u>\$ 5,256,812</u>	<u>\$ (16,346)</u>	<u>\$ 5,240,466</u>	93.7%	<u>\$ 4,866,639</u>	102.2%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 2,904,457					
Net Revenue (Expense)			<u>484,405</u>					
Ending Fund Balance			<u>\$ 3,388,862</u>					

COMBINED WATER OPERATING & BMA WATER FUNDS
Statement of Revenue, Expenditures, and Changes in Fund Balances

92% of Year Lapsed

	<u>2023-24 Fiscal Year</u>					% of Budget	<u>2022-23 Fiscal Year</u>	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total		YTD Total	% Total Year
Revenue:								
Water Fees	\$ 11,091,140	\$ 10,166,878	\$ 9,636,717	\$ -	\$ 9,636,717	86.9%	\$ 10,606,444	100.9%
Investment Income	-	-	-	-	-	N.A.	77,622	1390.6%
Debt Proceeds	-	-	-	-	-	N.A.	-	N.A.
Miscellaneous	-	-	749,416	-	749,416	N.A.	6,409	634.6%
Total	<u>\$ 11,091,140</u>	<u>\$ 10,166,878</u>	<u>\$ 10,386,133</u>	<u>\$ -</u>	<u>\$ 10,386,133</u>	93.6%	<u>\$ 10,690,475</u>	101.6%
Expenditures:								
Water Plant	\$ 3,930,908	\$ 3,603,332	\$ 3,031,013	\$ 118,358	\$ 3,149,371	80.1%	\$ 3,269,413	117.6%
Water Administration	403,611	369,977	368,211	980	369,191	91.5%	353,796	104.8%
Water Distribution	2,251,525	2,063,898	1,658,852	(27,838)	1,631,014	72.4%	1,613,626	119.6%
BMA Expenses	3,826,024	3,507,189	3,156,192	(119,080)	3,037,112	79.4%	4,284,447	143.7%
Transfers Out	2,585,280	2,369,840	2,369,841	-	2,369,841	91.7%	2,355,268	105.2%
Reserves	294,520	269,977	-	-	-	0.0%	-	N.A.
Total	<u>\$ 13,291,868</u>	<u>\$ 12,184,213</u>	<u>\$ 10,584,109</u>	<u>\$ (27,580)</u>	<u>\$ 10,556,529</u>	79.4%	<u>\$ 11,876,550</u>	122.6%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 7,243,671					
Net Revenue (Expense)			<u>(197,976)</u>					
Ending Fund Balance			<u>\$ 7,045,695</u>					

SANITATION FUND

Statement of Revenue, Expenditures, and Changes in Fund Balances

92% of Year Lapsed

	2023-24 Fiscal Year					% of Budget	2022-23 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total		YTD Total	% Total Year
Revenue:								
Collection Fees	\$ 6,055,185	\$ 5,550,586	\$ 5,676,059	\$ -	\$ 5,676,059	93.7%	\$ 5,288,730	91.5%
Investment Income	-	-	-	-	-	N.A.	-	N.A.
Miscellaneous	173,239	45,669	128,288	-	128,288	74.1%	145,902	87.7%
Transfers In	-	-	-	-	-	N.A.	-	N.A.
Total	\$ 6,228,424	\$ 5,596,255	\$ 5,804,347	\$ -	\$ 5,804,347	93.2%	\$ 5,434,632	91.4%
Expenditures:								
Sanitation	\$ 3,564,131	\$ 3,267,120	\$ 2,984,631	\$ 81,156	\$ 3,065,787	86.0%	\$ 3,053,821	93.5%
Transfers Out	2,649,730	2,428,919	2,428,920	-	2,428,920	91.7%	2,426,826	91.7%
Reserves	134,997	123,747	-	-	-	0.0%	-	N.A.
Total	\$ 6,348,858	\$ 5,819,786	\$ 5,413,551	\$ 81,156	\$ 5,494,707	86.5%	\$ 5,480,647	92.7%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 322,482					
Net Revenue (Expense)			390,796					
Ending Fund Balance			\$ 713,278					

ALL OTHER FUNDS
Revenue Budget Report - Budget Basis

92% of Year Lapsed

	<u>Budget</u>	<u>Actuals</u>	<u>Percent of Budget</u>
Special Revenue Funds:			
Economic Development Fund	1,902,083	1,750,528	92%
E-911 Fund	1,095,403	1,085,493	99%
Special Library Fund	123,970	186,194	150%
Special Museum Fund	-	46,285	N/A
Municipal Airport Fund	-	75,583	N/A
Harshfield Library Donation Fund	-	-	N/A
Restricted Revenue Fund	55,000	87,808	160%
Golf Course Memorial Fund	25,000	74,635	299%
CDBG-COVID	-	-	N/A
ARPA	-	-	N/A
Justice Assistance Grant Fund	-	7,185	N/A
Neighborhood Park Fund	-	-	N/A
Cemetery Care Fund	2,600	2,200	85%
Debt Service Fund	4,818,069	4,929,411	102%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	3,603,280	3,573,232	99%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	-	41,200	N/A
Wastewater Regulatory Capital Fund	-	-	N/A
City Hall Capital Improvement Fund	47,880	47,880	100%
Storm Drainage Capital Improvement Fund	-	4,816	N/A
Community Development Block Grant Fund	-	219,087	N/A
2008B G.O. Bond Fund	-	-	N/A
2009 G.O. Bond Fund	-	-	N/A
2010 G.O. Bond Fund	-	-	N/A
2012 G.O. Bond Fund	-	-	N/A
2014 G.O. Bond Fund	-	-	N/A
2014B G.O. Bond Fund	-	-	N/A
2015 G.O. Bond Fund	-	-	N/A
2017 G.O. Bond Fund	-	-	N/A
2018A G.O. Bond Fund	-	-	N/A
2018B G.O. Bond Fund	-	-	N/A
2018C G.O. Bond Fund	-	-	N/A
2019A G.O. Bond Fund	-	-	N/A
2019B G.O. Bond Fund	-	-	N/A
2021A G.O. Bond Fund	-	-	N/A
2022 G.O. Bond Fund	-	-	N/A
2023 G.O. Bond Fund	6,900,000	6,900,000	100%
Proprietary Funds:			
Adams Golf Course Operating Fund	663,654	651,817	98%
Sooner Pool Operating Fund	72,245	66,225	92%
Frontier Pool Operating Fund	94,205	86,355	92%
Municipal Airport Operating	585,975	687,505	117%
Internal Service Funds:			
Worker's Compensation Fund	93,460	93,338	100%
Health Insurance Fund	4,666,526	4,865,941	104%
Auto Collision Insurance Fund	75,000	72,004	96%
Stabilization Reserve Fund	1,291,774	1,184,128	92%
Capital Improvement Reserve Fund	6,998,023	7,262,303	104%
Mausoleum Trust Fund	-	-	N/A

ALL OTHER FUNDS

Expenditure Budget Report - Budget Basis

92% of Year Lapsed

	<u>Budget</u>	<u>Actuals</u>	<u>Percent of Budget</u>
Special Revenue Funds:			
Economic Development Fund	5,416,131	1,872,793	35%
E-911 Fund	1,226,020	1,049,089	86%
Special Library Fund	220,970	185,096	84%
Special Museum Fund	51,500	29,809	58%
Municipal Airport Fund	28,508	435	2%
Harshfield Library Donation Fund	382,568	18,405	5%
Restricted Revenue Fund	350,441	114,091	33%
Golf Course Memorial Fund	65,940	56,458	86%
CDBG-COVID	-	-	N/A
ARPA	1,000,000	916,667	92%
Justice Assistance Grant Fund	7,619	-	0%
Neighborhood Park Fund	29,599	-	0%
Cemetery Care Fund	12,303	200	2%
Debt Service Fund	4,820,069	4,748,269	99%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	6,164,456	1,444,933	23%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	27,542	(2,160)	-8%
Wastewater Regulatory Capital Fund	554,842	23,508	4%
City Hall Capital Improvement Fund	170,362	5,200	3%
Storm Drainage Capital Improvement Fund	55,577	7,447	13%
Community Development Block Grant Fund	-	(520)	N/A
2008B G.O. Bond Fund	-	-	N/A
2009 G.O. Bond Fund	-	-	N/A
2010 G.O. Bond Fund	-	-	N/A
2012 G.O. Bond Fund	-	-	N/A
2014 G.O. Bond Fund	-	-	N/A
2014B G.O. Bond Fund	3,885	-	0%
2015 G.O. Bond Fund	-	-	N/A
2017 G.O. Bond Fund	-	-	N/A
2018A G.O. Bond Fund	-	-	N/A
2018B G.O. Bond Fund	28,659	-	0%
2018C G.O. Bond Fund	-	-	N/A
2019A G.O. Bond Fund	326,564	-	0%
2019B G.O. Bond Fund	341,460	-	0%
2021A G.O. Bond Fund	521,244	-	0%
2022 G.O. Bond Fund	4,880,960	1,980,004	41%
2023 G.O. Bond Fund	6,900,000	284,559	4%
Proprietary Funds:			
Adams Golf Course Operating Fund	665,922	604,079	91%
Sooner Pool Operating Fund	79,562	45,286	57%
Frontier Pool Operating Fund	94,230	53,343	57%
Municipal Airport Operating	670,036	587,347	88%
Internal Service Funds:			
Worker's Compensation Fund	430,000	146,058	34%
Health Insurance Fund	4,987,780	4,909,934	98%
Auto Collision Insurance Fund	443,559	59,893	14%
Stabilization Reserve Fund	11,933,651	-	0%
Capital Improvement Reserve Fund	12,390,050	4,669,895	38%
Mausoleum Trust Fund	7,791	-	0%

ALL OTHER FUNDS

Fund Balance Report - Modified Cash Basis

92% of Year Lapsed

	<u>Beginning of Year</u>	<u>Change</u>	<u>Current</u>
Special Revenue Funds:			
Economic Development Fund	3,705,288	(122,265)	3,583,023
E-911 Fund	214,997	36,404	251,401
Special Library Fund	290,970	(4,533)	286,437
Special Museum Fund	139,059	16,476	155,535
Municipal Airport Fund	80,702	47,910	128,612
Harshfield Library Donation Fund	463,144	(16,514)	446,630
Restricted Revenue Fund	409,319	(26,545)	382,774
Golf Course Memorial Fund	45,891	20,542	66,433
CDBG-COVID	-	-	-
ARPA	1,762,952	(916,667)	846,285
Justice Assistance Grant Fund	7,619	7,185	14,804
Neighborhood Park Fund	60,222	-	60,222
Cemetery Care Fund	10,055	2,000	12,055
Debt Service Fund	3,726,110	181,142	3,907,252
Capital Project Funds:			
Sales Tax Capital Improvement Fund	3,737,112	2,070,675	5,807,787
Park Capital Improvement Fund	-	-	-
Wastewater Capital Improvement Fund	162,540	(33,799)	128,741
Wastewater Regulatory Capital Fund	840,690	(226,154)	614,536
City Hall Capital Improvement Fund	125,618	42,680	168,298
Storm Drainage Capital Improvement Fund	57,026	(2,631)	54,395
Community Development Block Grant Fund	-	211,387	211,387
2008B G.O. Bond Fund	-	-	-
2009 G.O. Bond Fund	-	-	-
2010 G.O. Bond Fund	-	-	-
2012 G.O. Bond Fund	-	-	-
2014 G.O. Bond Fund	7,686	-	7,686
2014B G.O. Bond Fund	3,886	-	3,886
2015 G.O. Bond Fund	12,444	-	12,444
2017 G.O. Bond Fund	56,485	-	56,485
2018A G.O. Bond Fund	52,547	-	52,547
2018B G.O. Bond Fund	46,204	-	46,204
2018C G.O. Bond Fund	-	-	-
2019A G.O. Bond Fund	327,431	-	327,431
2019B G.O. Bond Fund	397,717	(35,219)	362,498
2021A G.O. Bond Fund	526,494	-	526,494
2022A G.O. Bond Fund	6,765,084	(3,574,776)	3,190,308
2023 G.O. Bond Fund	-	6,804,143	6,804,143
Proprietary Funds:			
Adams Golf Course Operating Fund	19,376	50,611	69,987
Sooner Pool Operating Fund	21,830	22,993	44,823
Frontier Pool Operating Fund	23,562	30,362	53,924
Municipal Airport Operating	309,066	100,096	409,162
Internal Service Funds:			
Worker's Compensation Fund	196,884	(49,000)	147,884
Health Insurance Fund	45,564	(43,893)	1,671
Auto Collision Insurance Fund	509,867	(24,135)	485,732
Stabilization Reserve Fund	11,933,651	1,184,128	13,117,779
Capital Improvement Reserve Fund	17,068,585	3,504,513	20,573,098
Mausoleum Trust Fund	8,164	-	8,164



FROM: Jason Muninger, CFO/City Clerk

SUBJECT: Financial Statement Explanatory Information

GENERAL INFORMATION

The purpose of this memo is to provide some insight as to the construction of the attached financial statements and to provide some guidance as to their use.

The format of the attached financial statements is intended to highlight our most important revenue sources, provide sufficient detail on major operating funds, and provide a high level overview of all other funds. The level of detail presented is sufficient to assist the City Council in conducting their fiduciary obligations to the City without creating a voluminous document that made the execution of that duty more difficult.

This document provides three different types of analyses for the Council's use. The first is an analysis of revenue vs budgeted expectations. This allows the Council to see how the City's revenues are performing and to have a better idea if operational adjustments are necessary.

The second analysis compares expenditures to budget. This allows the Council to ensure that the budgetary plan that was set out for the City is being followed and that Staff is making the necessary modifications along the way.

The final analysis shows the fund balance for each fund of the City. This is essentially the "cash" balance for most funds. However, some funds include short term receivables and payables depending on the nature of their operation. With very few exceptions, all funds must maintain positive fund balance by law. Any exceptions will be noted where they occur.

These analyses are presented in the final manner:

Highlights:

The Highlights section presents a 5 year snap shot of the performance of the City's 4 most important revenue sources. Each bar represents the actual amounts earned in each year through the period of the report. Each dash represents the percent of the year's revenue that had been earned through that period. The current fiscal year will always represent the percent of the budget that has been earned, while all previous fiscal years will always represent the percent of the actual amount earned. This analysis highlights and compares not only amounts earned, but gives a better picture of how much should have been earned in order to meet budget for the year.

Major Operating Funds:

The City's major operating funds are presented in greater detail than the remainder of the City's funds. These funds include the General, Wastewater Operating, BMA – Wastewater, Water Operating, BMA – Water, and Sanitation. Due to the interrelated nature of the Wastewater Operating/BMA – Wastewater and the Water Operating/BMA – Water funds, these have been combined into Wastewater Combined and Water Combined funds. This should provide a better picture of the overall financial condition of these operating segments by combining revenues, operating expenses, and financing activities in a single report.

Other Funds:

All other funds of the City are reported at a high level. These funds are often created for a limited purpose, limited duration, and frequently contain only a one-time revenue source. This high level overview will provide Council with sufficient information for a summary review. Any additional information that is required after that review is available.

These condensed financial statement should provide sufficient information for the City Council to perform its fiduciary responsibility while simplifying the process. All supplementary, detailed information is available for the Council's use at any time upon request. Additionally, any other funds that the Council chooses to classify as a Major Operating fund can be added to that section to provide greater detail in the future.

Published in the Examiner Enterprise

May 18th, 22nd, & 25th, 2024

NOTICE TO BIDDERS

The City of Bartlesville will accept sealed bids for the purchase of the following described items at the office of the City Clerk, 401 S. Johnstone Ave, Bartlesville, Oklahoma until the hour of 2:00 p.m. on Monday, June 17, 2024.

2024-2025-001	Water & Wastewater Line Repair Materials
2024-2025-002	Water Treatment Chemicals

All bids must be placed in a sealed envelope for each bid submitted. All bids must indicate the following on the outside of each sealed envelope:

NAME AND ADDRESS OF BIDDER
BID NUMBER

Bids may be mailed, but must reach the City Clerk's office before the deadline to be considered.
Address bids to:

City of Bartlesville
City Clerk
401 S. Johnstone Ave.
Bartlesville, OK 74003-6619

The City reserves the right to make the final determination as to what constitutes the best bid and it reserves the right to reject or accept any or all bids or portions thereof.

Dated this 14th day of May 2024.

Terry L. Lauritsen

Terry L. Lauritsen
Director of Water Utilities

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to award water line and wastewater line material bids for the Water Distribution and Wastewater Maintenance departments, presented by Loren Roszel.

Attachments:

Bid tabulations

II. STAFF COMMENTS AND ANALYSIS

Bids for water and wastewater materials are taken on an annual basis. Bid packets were advertised on the City's website, local newspaper, Construct Connect, SW Construction News, and sent to 5 vendors. Five (5) bids were received. There are over 200 material items requested for bid, which are shown by the attached bid tabulation. The quantities within the tabulation are estimates of materials for the coming fiscal year. Materials are purchased on an as needed basis to repair and maintain the water distribution and wastewater collection systems.


III. BUDGET IMPACT

The budget for water distribution repair materials is \$475,000. The total bid price for is \$393,225.81, which represents an 0.19% decrease from last fiscal year, and is \$81,774.20 below the available budget.

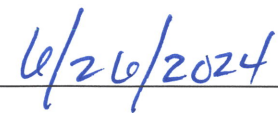
The budget for wastewater maintenance repair materials is \$65,000. The total bid price is \$30,845.28, which represents a 4.81% increase from last fiscal year. The material bid for wastewater maintenance is \$34,154.72 below the available operating budget.

IV. RECOMMENDED ACTION

Staff recommends award to various vendors as highlighted within the attached bid tabulation.



Council Member or Staff Member



Date

WATER WASTEWATER REPAIR MATERIALS - BID TABULATION
2024-2025-001

SECTION A: PIPE & TUBING							
LOW BIDDER - RECOMMEND AWARD							TIE BID
Item #	Description	Estimated Quantity		CORE & MAIN Kenzie 918-586-7100	FORTILINE Mike Weldon 918-445-0005	UTILITY TECHNOLOGY SERVICES (UTS) Jeff Shultz 918- 210-8992	TULSA WINWATER Zach Wolfe 580-370-6340
A-1	3/4" PE Pipe C.T.S.	1000	ft	\$ 0.28	NO BID	\$ 0.28	NO BID
A-2	1" PE Pipe C.T.S.	500	ft	\$ 0.45	NO BID	\$ 0.46	NO BID
A-3	1-1/2" PE Pipe C.T.S.	600	ft	\$ 0.88	NO BID	\$ 0.97	NO BID
A-4	2" PE Pipe C.T.S.	3000	ft	\$ 1.40	NO BID	\$ 1.66	NO BID
A-5	4" C-900 DR 18	200	ft	\$ 5.32	NO BID	\$ 6.19	NO BID
A-6	6" C-900 DR 18	200	ft	\$ 10.67	NO BID	\$ 12.65	NO BID
A-7	4" SCH 40 PVC	400	ft	\$ 2.65	NO BID	\$ 2.56	NO BID
A-8	6" PVC SDR 26	500	ft	\$ 6.34	NO BID	\$ 8.02	NO BID
A-9	8" PVC SDR 26	1000	ft	\$ 11.48	NO BID	\$ 13.65	NO BID
A-10	10" PVC SDR 26	100	ft	\$ 17.88	NO BID	\$ 21.19	NO BID
A-11	Poly Wrap (bid per roll <u>200'</u> per roll) Core & Main = 200' UTS = 440'	10	rl	\$ 56.00	NO BID	\$ 147.40	NO BID
A-12	Caution Tape (bid per roll <u>1,000'</u> per roll)	10	rl	\$ 7.90	NO BID	\$ 6.95	NO BID
A-13	Detectable Locator Tape (bid per roll <u>1,000'</u> per roll)	5	rl	\$ 20.35	NO BID	\$ 36.06	NO BID

**WATER WASTEWATER REPAIR MATERIALS - BID TABULATION
2024-2025-001**

<u>SECTION A: PIPE & TUBING</u>							
LOW BIDDER - RECOMMEND AWARD							TIE BID
Item #	Description	Estimated Quantity		CORE & MAIN Kenzie 918-586-7100	FORTILINE Mike Weldon 918-445-0005	UTILITY TECHNOLOGY SERVICES (UTS) Jeff Shultz 918- 210-8992	TULSA WINWATER Zach Wolfe 580-370-6340
A-14	Poly Tape (bid per roll <u>100'</u> per roll)	5	rl	\$ 5.30	NO BID	\$ 3.85	NO BID
A-15	#12 Solid Wire THHN <u>500'</u> roll (bid per roll)	12	rl	\$ 60.00	NO BID	\$ 76.00	NO BID

**WATER WASTEWATER REPAIR MATERIALS - BID TABULATION
2024-2025-001**

SECTION B: DUCTILE IRON FITTINGS						
LOW BIDDER - RECOMMEND AWARD						TIE BID
Item #	Description	Estimated Quantity	CORE & MAIN Kenzie 918-586-7100	FORTILINE Mike Weldon 918-445-0005	UTILITY TECHNOLOGY SERVICES (UTS) Jeff Shultz 918-210-8992	TULSA WINWATER Zach Wolfe 580-370-6340
B-1	4" Mega Lugs (DIP)	8 ea	\$ 39.35	NO BID	\$ 34.37	NO BID
B-2	4" Mega Lugs (PVC) w/ 4 wedge	8 ea	\$ 44.00	NO BID	\$ 40.41	NO BID
B-3	6" Mega Lugs (DIP)	30 ea	\$ 45.80	NO BID	\$ 48.25	NO BID
B-4	6" Mega Lugs (PVC) w/ 6 wedge	100 ea	\$ 70.15	NO BID	\$ 56.19	NO BID
B-5	8" Mega Lugs (DIP)	10 ea	\$ 62.00	NO BID	\$ 61.80	NO BID
B-6	8" Mega Lugs (PVC) w/ 6 wedge	100 ea	\$ 71.00	NO BID	\$ 74.30	NO BID
B-7	14" Mega Lugs (DIP) w/10 wedge	2 ea	\$ 162.00	NO BID	\$ 167.12	NO BID
B-8	14" Mega Lugs (PVC) w/10 wedge	2 ea	\$ 210.00	NO BID	\$ 170.27	NO BID
B-9	6" MJ 11 1/4° Bend	2 ea	\$ 77.20	NO BID	\$ 138.38	NO BID
B-10	8" MJ 11 1/4° Bend	2 ea	\$ 104.85	NO BID	\$ 176.86	NO BID
B-11	6" MJ 22 1/2° Bend	2 ea	\$ 73.85	NO BID	\$ 134.51	NO BID
B-12	8" MJ 22 1/2° Bend	2 ea	\$ 115.10	NO BID	\$ 188.00	NO BID
B-13	4" MJ 45° Bend	2 ea	\$ 51.35	NO BID	\$ 105.54	NO BID
B-14	6" MJ 45° Bend	15 ea	\$ 81.30	NO BID	\$ 142.25	NO BID

**WATER WASTEWATER REPAIR MATERIALS - BID TABULATION
2024-2025-001**

SECTION B: DUCTILE IRON FITTINGS						
LOW BIDDER - RECOMMEND AWARD						TIE BID
Item #	Description	Estimated Quantity	CORE & MAIN Kenzie 918-586-7100	FORTILINE Mike Weldon 918-445-0005	UTILITY TECHNOLOGY SERVICES (UTS) Jeff Shultz 918-210-8992	TULSA WINWATER Zach Wolfe 580-370-6340
B-15	8" MJ 45° Bend	5 ea	\$ 118.10	NO BID	\$ 190.91	NO BID
B-16	6" MJ 90° Bend	6 ea	\$ 100.85	NO BID	\$ 162.11	NO BID
B-17	8" MJ 90° Bend	3 ea	\$ 145.70	NO BID	\$ 218.51	NO BID
B-18	4" MJ Bolt Pack	24 ea	\$ 16.90	NO BID	\$ 12.90	NO BID
B-19	4" MJ Plug	2 ea	\$ 29.10	NO BID	\$ 42.92	NO BID
B-20	6" MJ Plug	2 ea	\$ 54.40	NO BID	\$ 70.91	NO BID
B-21	8" MJ Plug	2 ea	\$ 79.85	NO BID	\$ 99.38	NO BID
B-22	4 x 2 MJ Plug	2 ea	\$ 53.50	NO BID	\$ 68.10	NO BID
B-23	8 x 6 MJ Reducer	2 ea	\$ 85.15	NO BID	\$ 151.09	NO BID
B-24	6 x 6 x 6 MJ Swivel Tee	6 ea	\$ 167.55	NO BID	\$ 246.12	NO BID
B-25	8 x 8 x 6 MJ Swivel Tee	4 ea	\$ 209.80	NO BID	\$ 298.61	NO BID
B-26	6 x 6 x 6 MJ Straight Tee	6 ea	\$ 145.00	NO BID	\$ 236.38	NO BID
B-27	8 x 8 x 6 MJ Straight Tee	4 ea	\$ 180.00	NO BID	\$ 282.13	NO BID
B-28	8 x 8 x 8 MJ Straight Tee	4 ea	\$ 216.65	NO BID	\$ 325.82	NO BID

**WATER WASTEWATER REPAIR MATERIALS - BID TABULATION
2024-2025-001**

SECTION B: DUCTILE IRON FITTINGS						
LOW BIDDER - RECOMMEND AWARD						TIE BID
Item #	Description	Estimated Quantity	CORE & MAIN Kenzie 918-586-7100	FORTILINE Mike Weldon 918-445-0005	UTILITY TECHNOLOGY SERVICES (UTS) Jeff Shultz 918-210-8992	TULSA WINWATER Zach Wolfe 580-370-6340
B-29	4 x 2 MJ Tapped Plug	2 ea	\$ 53.25	NO BID	\$ 68.10	NO BID
B-30	6 x 2 MJ Tapped Plug	4 ea	\$ 77.55	NO BID	\$ 95.60	NO BID
B-31	8 x 2 MJ Tapped Plug	2 ea	\$ 103.90	NO BID	\$ 124.56	NO BID
B-32	4" Solid Sleeves (12" Length)	8 ea	\$ 54.10	NO BID	\$ 108.93	NO BID
B-33	6" Solid Sleeves (12" Length)	24 ea	\$ 90.16	NO BID	\$ 152.42	NO BID
B-34	8" Solid Sleeves (12" Length)	8 ea	\$ 145.60	NO BID	\$ 219.96	NO BID
B-35	10" Solid Sleeves (12" Length)	2 ea	\$ 174.25	NO BID	\$ 276.61	NO BID
B-36	3/4"x4" T Bolts	100 ea	\$ 2.05	NO BID	\$ 1.59	NO BID

**WATER WASTEWATER REPAIR MATERIALS - BID TABULATION
2024-2025-001**

<u>SECTION C: VALVES, HYDRANTS, METERS & BOXES</u>							
LOW BIDDER - RECOMMEND AWARD							TIE BID
Item #	Description	Estimated Quantity		CORE & MAIN Kenzie 918-586-7100	FORTILINE Mike Weldon 918-445-0005	UTILITY TECHNOLOGY SERVICES (UTS) Jeff Shultz 918-210-8992	TULSA WINWATER Zach Wolfe 580-370-6340
C-1	3" Fire Hydrant Meter	3	ea	\$ 1,850.00	NO BID	\$ 1,355.76	NO BID
C-2	5 1/4" Fire Hydrant Main Valve, Mueller	8	ea	\$ 690.00	NO BID	NO BID	NO BID
C-3	5 1/4" Fire Hydrant Main Valve, Kennedy, KB-10	8	ea	\$ 595.00	NO BID	NO BID	NO BID
C-4	5 1/4" Fire Hydrant Repair Kit, Kennedy, KB-10	4	ea	\$ 595.00	NO BID	NO BID	NO BID
C-5	5 1/4" Fire Hydrant Repair Kit, U.S.	6	ea	\$ 550.00	NO BID	NO BID	NO BID
C-6	Fire Hydrant, 3' Bury	3	ea	\$ 2,560.00	NO BID	\$ 2,456.44	\$ 2,381.25
C-7	Fire Hydrant, 3.5' Bury	2	ea	\$ 2,600.00	NO BID	\$ 2,516.05	\$ 2,439.04
C-8	Fire Hydrant, 4' Bury	2	ea	\$ 2,680.00	NO BID	\$ 2,575.65	\$ 2,496.81
C-9	Fire Hydrant, 4.5 Bury	3	ea	\$ 2,745.00	NO BID	\$ 2,635.26	\$ 2,554.60
C-10	Fire Hydrant, 5' Bury	3	ea	\$ 2,795.00	NO BID	\$ 2,694.86	\$ 2,629.11
C-11	Traffic Repair Kits for Mueller Centruian 022MUA301	3	ea	\$ 450.00	NO BID	NO BID	NO BID
C-12	Large Meter Boxes Complete with Lids (Carson 1730-18 HDPE)	15	ea	\$ 315.65	NO BID	\$ 317.35	\$ 314.05
C-13	Small Meter Boxes Complete with Lids (Carson 2200-18)	150	ea.	\$ 135.00	NO BID	\$ 128.16	\$ 126.83

**WATER WASTEWATER REPAIR MATERIALS - BID TABULATION
2024-2025-001**

<u>SECTION C: VALVES, HYDRANTS, METERS & BOXES</u>							
LOW BIDDER - RECOMMEND AWARD							TIE BID
Item #	Description	Estimated Quantity		CORE & MAIN Kenzie 918-586-7100	FORTILINE Mike Weldon 918-445-0005	UTILITY TECHNOLOGY SERVICES (UTS) Jeff Shultz 918-210-8992	TULSA WINWATER Zach Wolfe 580-370-6340
C-14	Small Meter Boxes (Carson 2200-18)	300	ea	\$ 56.25	NO BID	\$ 56.30	\$ 55.71
C-15	Small Meter Box Lids	50	ea	\$ 76.15	NO BID	\$ 73.92	\$ 73.15
C-16	Thru the lid flange & nut (Nepune) for attaching AMI antennas	200	ea	\$ 45.60	NO BID	NO BID	NO BID
C-17	5 1/4" x 2 1/4" Valve Box Extension	24	ea	\$ 34.50	NO BID	\$ 19.45	NO BID
C-18	5 1/4" x 4" Valve Box Extension	20	ea	\$ 45.95	NO BID	\$ 45.98	NO BID
C-19	Valve Box, Short Adj. 10"-Top 16"-Bottom COMPLETE	36	ea	\$ 116.00	NO BID	\$ 48.44	NO BID
C-20	Valve Box, Tall Adj. 16"-Top, 24"-Bottom COMPLETE	50	ea	\$ 135.55	NO BID	\$ 68.97	NO BID
C-21	10" Valve Box Tops	10	ea	\$ 19.25	NO BID	\$ 20.53	NO BID
C-22	16" Valve Box Tops	10	ea	\$ 30.15	NO BID	\$ 30.38	NO BID
C-23	16" Valve Box Bottoms	10	ea	\$ 28.00	NO BID	\$ 27.92	NO BID
C-24	24" Valve Box Bottoms	10	ea	\$ 40.15	NO BID	\$ 38.59	NO BID
C-25	3" RW MJ Gate Valve	3	ea	\$ 597.30	NO BID	\$ 662.54	\$ 536.72
C-26	4" RW MJ Gate Valve	6	ea	\$ 670.00	NO BID	\$ 753.50	\$ 596.36
C-27	6" RW MJ Gate Valve	25	ea	\$ 874.00	NO BID	\$ 922.68	\$ 750.84

**WATER WASTEWATER REPAIR MATERIALS - BID TABULATION
2024-2025-001**

<u>SECTION C: VALVES, HYDRANTS, METERS & BOXES</u>							
LOW BIDDER - RECOMMEND AWARD				TIE BID			
Item #	Description	Estimated Quantity		CORE & MAIN Kenzie 918-586-7100	FORTILINE Mike Weldon 918-445-0005	UTILITY TECHNOLOGY SERVICES (UTS) Jeff Shultz 918-210-8992	TULSA WINWATER Zach Wolfe 580-370-6340
C-28	8" RW MJ Gate Valve	5	ea.	\$ 1,350.00	NO BID	\$ 1,425.52	\$ 1,208.95
C-29	4" RW Flange x MJ Tapping Valve	1	ea.	\$ 836.00	NO BID	\$ 911.25	\$ 606.76
C-30	6" RW Flange x MJ Tapping Valve	10	ea.	\$ 1,195.00	NO BID	\$ 1,238.22	\$ 765.12
C-31	8" RW Flange x MJ Tapping Valve	5	ea.	\$ 1,773.00	NO BID	\$ 1,797.78	\$ 1,225.37
C-32	Water Sample Stations Eclipse #88	5	ea.	\$ 1,210.00	NO BID	\$ 999.00	NO BID

**WATER WASTEWATER REPAIR MATERIALS - BID TABULATION
2024-2025-001**

<u>SECTION D: COUPLINGS, CLAMPS, TAPPING SLEEVES</u>						
LOW BIDDER - RECOMMEND AWARD				TIE BID		
Item #	Description	Estimated Quantity	CORE & MAIN Kenzie 918-586-7100	FORTILINE Mike Weldon 918-445-0005	UTILITY TECHNOLOGY SERVICES (UTS) Jeff Shultz 918- 210-8992	TULSA WINWATER Zach Wolfe 580-370-6340
Couplings (Stainless Steel Nuts & Bolts)						
D-1	1" Bolted Coupling	20 ea	\$ 38.45	NO BID	\$ 53.34	NO BID
D-2	1.5" Bolted Coupling	12 ea	\$ 43.45	NO BID	\$ 56.73	NO BID
D-3	2"x5" Bolted Coupling #411	24 ea	\$ 46.15	NO BID	\$ 66.21	NO BID
D-4	3" Bolted Coupling #461 OD 3.46-4.21	2 ea	\$ 128.45	NO BID	\$ 109.26	NO BID
D-5	4" Bolted Coupling #461 OD 4.20-5.33	6 ea	\$ 159.65	NO BID	\$ 137.52	NO BID
D-6	6" Bolted Coupling #461 OD 6.54-7.65	20 ea	\$ 219.75	NO BID	\$ 162.11	NO BID
D-7	8" Bolted Coupling #461 8.54 x 9.90	15 ea	\$ 263.50	NO BID	\$ 200.07	NO BID
D-8	10" Bolted Coupling #462 OD 10.65-12.20	4 ea	\$ 458.00	NO BID	\$ 318.28	NO BID
D-9	12" Bolted Coupling #462 OD 12.75 - 14.40	4 ea	\$ 544.79	NO BID	\$ 351.10	NO BID
D-10	3/4" Galv. Comp Coupling #522	36 ea	\$ 19.75	NO BID	\$ 6.47	NO BID
D-11	1" Galv. Comp Coupling #522	30 ea	\$ 20.15	NO BID	\$ 8.67	NO BID
D-12	2" Galv. Comp. Coupling #522	24 ea	\$ 39.20	NO BID	\$ 16.41	NO BID
# 248 Clamps						

**WATER WASTEWATER REPAIR MATERIALS - BID TABULATION
2024-2025-001**

<u>SECTION D: COUPLINGS, CLAMPS, TAPPING SLEEVES</u>						
LOW BIDDER - RECOMMEND AWARD				TIE BID		
Item #	Description	Estimated Quantity	CORE & MAIN Kenzie 918-586-7100	FORTILINE Mike Weldon 918-445-0005	UTILITY TECHNOLOGY SERVICES (UTS) Jeff Shultz 918- 210-8992	TULSA WINWATER Zach Wolfe 580-370-6340
D-13	1-1/2" x 3" Clamp #248 SB OD 1.88-1.90	6 ea	\$ 21.00	NO BID	\$ 16.91	NO BID
D-14	1-1/2" x 6" Clamp #248 SB OD 1.88-1.90	15 ea	\$ 41.00	NO BID	\$ 33.28	NO BID
# 261 Clamps (Single Band)						
D-15	2"x 7-1/2" Clamp #261 OD 2.35-2.63	5 ea	\$ 49.00	NO BID	\$ 51.36	NO BID
D-16	4" x 7-1/2" Clamp #261 OD 4.74-5.41	5 ea	\$ 62.00	NO BID	\$ 70.24	NO BID
D-17	4" x 12" Clamp #261 OD 4.74-5.14	5 ea	\$ 95.00	NO BID	\$ 95.57	NO BID
D-18	4" x 15" Clamp #261 OD 4.74-5.14	5 ea	\$ 105.40	NO BID	\$ 152.89	NO BID
D-19	6" x 7-1/2" Clamp #261 OD 6.56-6.96	2 ea	\$ 70.00	NO BID	\$ 84.55	NO BID
D-20	6" x 7-1/2" Clamp #261 OD 6.84-7.24	36 ea	\$ 72.25	NO BID	\$ 84.55	NO BID
D-21	6" x 7-1/2" Clamp #261 OD 7.05-7.45	5 ea	\$ 73.65	NO BID	\$ 84.55	NO BID
D-22	6" x 12-1/2" Clamp #261 OD 6.84-7.24	20 ea	\$ 115.80	NO BID	\$ 111.51	NO BID
D-23	6" x 12-1/2" Clamp #261 OD 7.05-7.45	10 ea	\$ 116.85	NO BID	\$ 111.51	NO BID
D-24	6" x 15" Clamp #261 OD 6.56-6.96	2 ea	\$ 126.45	NO BID	\$ 138.26	NO BID
D-25	6" x 15" Clamp #261 OD 6.84-7.24	20 ea	\$ 127.50	NO BID	\$ 138.26	NO BID

**WATER WASTEWATER REPAIR MATERIALS - BID TABULATION
2024-2025-001**

<u>SECTION D: COUPLINGS, CLAMPS, TAPPING SLEEVES</u>						
LOW BIDDER - RECOMMEND AWARD				TIE BID		
Item #	Description	Estimated Quantity	CORE & MAIN Kenzie 918-586-7100	FORTILINE Mike Weldon 918-445-0005	UTILITY TECHNOLOGY SERVICES (UTS) Jeff Shultz 918- 210-8992	TULSA WINWATER Zach Wolfe 580-370-6340
D-26	6" x 15" Clamp #261 OD 7.05-7.45	2 ea	\$ 127.50	NO BID	\$ 138.26	NO BID
D-27	8" x 7-1/2" Clamp #261 OD 8.54-8.94	2 ea	\$ 83.95	NO BID	\$ 86.74	NO BID
D-28	8" x 7-1/2" Clamp #261 OD 8.99-9.39	15 ea	\$ 83.95	NO BID	\$ 86.74	NO BID
D-29	8" x 7-1/2" Clamp #261 OD 9.05-9.39 (Part #90507)	4 ea	\$ 83.95	NO BID	\$ 86.74	NO BID
D-30	8" x 12-1/2" Clamp #261 OD 8.54-8.94	10 ea	\$ 130.00	NO BID	\$ 140.80	NO BID
D-31	8" x 12-1/2" Clamp #261 OD 8.99-9.39	10 ea	\$ 130.00	NO BID	\$ 111.25	NO BID
D-32	8" x 15" Clamp #261 OD 8.54-8.94	2 ea	\$ 154.00	NO BID	\$ 140.80	NO BID
D-33	8" x 15" Clamp #261 OD 8.99-9.39	10 ea	\$ 155.10	NO BID	\$ 140.80	NO BID
D-34	10" x 15" Clamp #261 OD 11.04-11.44	2 ea	\$ 198.10	NO BID	\$ 166.51	NO BID
# 262 Clamps (Double Band)						
D-35	6" x 7-1/2" Clamp #262 OD 6.84-7.64	2 ea	\$ 110.00	NO BID	\$ 120.58	NO BID
D-36	6" x 15" Clamp #262 OD 6.84-7.64	2 ea	\$ 207.95	NO BID	\$ 202.47	NO BID
D-37	8" x 7-1/2" Clamp #262 OD 8.99-9.79	2 ea	\$ 125.95	NO BID	\$ 127.05	NO BID
D-38	8" x 15" Clamp #262 OD 8.99-9.79	2 ea	\$ 236.00	NO BID	\$ 211.34	NO BID

**WATER WASTEWATER REPAIR MATERIALS - BID TABULATION
2024-2025-001**

<u>SECTION D: COUPLINGS, CLAMPS, TAPPING SLEEVES</u>						
LOW BIDDER - RECOMMEND AWARD				TIE BID		
Item #	Description	Estimated Quantity	CORE & MAIN Kenzie 918-586-7100	FORTILINE Mike Weldon 918-445-0005	UTILITY TECHNOLOGY SERVICES (UTS) Jeff Shultz 918- 210-8992	TULSA WINWATER Zach Wolfe 580-370-6340
D-39	10" x 15" Clamp #262 OD 11.10-11.90	2 ea	\$ 295.00	NO BID	\$ 241.46	NO BID
D-40	10"x20" Clamp #262 OD 11.10-11.90	2 ea	\$ 390.00	NO BID	\$ 334.10	NO BID
# 264 Clamps						
D-41	6"x7.5"x1" CC Clamp #264 OD 6.84-7.24	20 ea	\$ 98.50	NO BID	\$ 154.55	NO BID
D-42	6"x12.5"x1" CC Clamp #264 OD 6.56-6.96	20 ea	\$ 140.00	NO BID	\$ 235.72	NO BID
D-43	6"x15"x1" CC Clamp #264 OD 6.84-7.24	20 ea	\$ 153.75	NO BID	\$ 217.83	NO BID
# 662 Wet Tap Saddles						
D-44	6"x4" Wet Tap Saddle CIOD #662	2 ea	\$ 396.85	NO BID	\$ 654.67	NO BID
D-45	6"x6" Wet Tap Saddle Transite Pipe #662	2 ea	\$ 490.00	NO BID	\$ 694.76	NO BID
D-46	6"x6" Wet Tap Saddle CIOD #662	5 ea	\$ 484.65	NO BID	\$ 694.76	NO BID
D-47	8"x6" Wet Tap Saddle CIOD #662	2 ea	\$ 555.00	NO BID	\$ 740.31	NO BID
D-48	8"x8" Wet Tap Saddle CIOD #662	2 ea	\$ 728.75	NO BID	\$ 956.81	NO BID

**WATER WASTEWATER REPAIR MATERIALS - BID TABULATION
2024-2025-001**

<u>SECTION E: BRASS, COPPER, SERVICE SADDLES</u>							
LOW BIDDER - RECOMMEND AWARD							TIE BID
Item #	Description	Estimated Quantity		CORE & MAIN Kenzie 918-586-7100	FORTILINE Mike Weldon 918-445-0005	UTILITY TECHNOLOGY SERVICES (UTS) Jeff Shultz 918-210-8992	TULSA WINWATER Zach Wolfe 580-370-6340
E-1	3/4" Angle Ball Meter Stop BA13-232W	100	ea	\$ 39.80	\$ 40.65	\$ 40.01	\$ 39.41
E-2	3/4" Angle Ball Meter Valve, BA23-332-W	50	ea	\$ 78.75	\$ 79.25	\$ 78.04	\$ 76.83
E-3	3/4" Angle Ball Meter Valve, BA43-232-W	50	ea	\$ 46.70	\$ 47.73	\$ 46.98	\$ 46.27
E-4	3/4" Angle Ball Meter Valve BA-43-332-W	50	ea	\$ 79.85	\$ 81.50	\$ 72.95	\$ 79.02
E-5	1" Angle Ball Meter Valve BA43-444-W	50	ea	\$ 115.70	\$ 122.32	\$ 120.47	\$ 118.58
E-6	1" Angle Key Meter Valve (Female) KV13-444W (Stops)	50	ea	\$ 48.40	\$ 51.23	\$ 50.48	\$ 49.67
E-7	1" Angle Key Meter Valve (Flare) KV23- 444 W	50	ea	\$ 51.70	\$ 54.66	\$ 53.83	\$ 52.99
E-8	1" Angle Key Meter Valve (Compression) KV43-444W (Stops)	50	ea	\$ 55.10	\$ 58.48	\$ 57.63	\$ 56.70
E-9	1 1/2" Ball Valve Curb Stop B11-666W	6	ea	\$ 170.00	\$ 178.53	\$ 175.48	\$ 173.07
E-10	2" Ball Valve Curb Stop B11-777-W	6	ea	\$ 245.50	\$ 259.76	\$ 255.62	\$ 251.81
E-11	3/4" Ball Corp Stop FB-1000-3	100	ea	\$ 49.20	\$ 51.95	\$ 51.19	\$ 50.36
E-12	1" Ball Corp Stop FB-1000-4	50	ea	\$ 64.65	\$ 68.32	\$ 67.31	\$ 66.23
E-13	1 1/2" Ball Corp Stop FB-1000-6	10	ea	\$ 146.00	\$ 153.15	\$ 150.84	\$ 148.46

WATER WASTEWATER REPAIR MATERIALS - BID TABULATION
2024-2025-001

<u>SECTION E: BRASS, COPPER, SERVICE SADDLES</u>							
LOW BIDDER - RECOMMEND AWARD							TIE BID
Item #	Description	Estimated Quantity	CORE & MAIN Kenzie 918-586-7100	FORTILINE Mike Weldon 918-445-0005	UTILITY TECHNOLOGY SERVICES (UTS) Jeff Shultz 918-210-8992	TULSA WINWATER Zach Wolfe 580-370-6340	
E-14	2" Ball Corp Stop FB-1000-7	15 ea	\$ 239.60	\$ 253.31	\$ 249.48	\$ 245.56	\$ 245.56
E-15	3/4" Insert, #51	500 ea	\$ 1.47	\$ 2.05	\$ 1.51	\$ 1.92	\$ 1.92
E-16	1" Insert, #52	500 ea	\$ 1.57	\$ 2.15	\$ 1.60	\$ 2.05	\$ 2.05
E-17	1.5" Insert #54	300 ea	\$ 2.13	\$ 3.00	\$ 2.20	\$ 2.81	\$ 2.81
E-18	2" Insert #55	300 ea	\$ 2.13	\$ 3.00	\$ 2.20	\$ 2.81	\$ 2.81
E-19	3/4"x1" A-24 Adapters	50 ea	\$ 25.25	\$ 13.38	\$ 26.31	\$ 13.11	\$ 13.11
E-20	3/4" Pack Joint Coupling C-14-33	75 ea	\$ 16.05	\$ 16.93	\$ 16.68	\$ 16.41	\$ 16.41
E-21	3/4" Pack Joint Coupling C-84-33	100 ea	\$ 15.15	\$ 16.11	\$ 15.86	\$ 15.62	\$ 15.62
E-22	3/4" Pack Joint Coupling L-84-33	100 ea	\$ 16.65	\$ 17.63	\$ 17.37	\$ 17.10	\$ 17.10
E-23	3/4" Pack Joint Coupling C-44-33	75 ea	\$ 18.50	\$ 19.61	\$ 19.32	\$ 19.02	\$ 19.02
E-24	3/4" Pack Joint Coupling L-14-33	50 ea	\$ 21.60	\$ 22.85	\$ 22.51	\$ 22.16	\$ 22.16
E-25	1" Pack Joint Coupling C-14-44	50 ea	\$ 21.70	\$ 22.97	\$ 22.63	\$ 22.27	\$ 22.27
E-26	1" Pack Joint Coupling C-84-44	50 ea	\$ 17.90	\$ 19.07	\$ 18.78	\$ 18.49	\$ 18.49
E-27	1" Pack Joint Coupling C-44-44	50 ea	\$ 30.05	\$ 22.43	\$ 22.10	\$ 21.75	\$ 21.75

**WATER WASTEWATER REPAIR MATERIALS - BID TABULATION
2024-2025-001**

<u>SECTION E:</u> BRASS, COPPER, SERVICE SADDLES							
LOW BIDDER - RECOMMEND AWARD							TIE BID
Item #	Description	Estimated Quantity		CORE & MAIN Kenzie 918-586-7100	FORTILINE Mike Weldon 918-445-0005	UTILITY TECHNOLOGY SERVICES (UTS) Jeff Shultz 918-210-8992	TULSA WINWATER Zach Wolfe 580-370-6340
E-28	1" Pack Joint Coupling L-14-44	50	ea	\$ 35.20	\$ 37.24	\$ 36.70	\$ 36.11
E-29	1" Pack Joint Coupling L-84-44	50	ea	\$ 27.75	\$ 29.34	\$ 28.90	\$ 28.44
E-30	1 1/2" Pack Joint Coupling C-14-66	12	ea	\$ 64.45	\$ 66.83	\$ 65.81	\$ 64.79
E-31	1 1/2" Pack Joint Coupling C-44-66	12	ea	\$ 72.40	\$ 75.04	\$ 73.94	\$ 72.75
E-32	1 1/2" Pack Joint Coupling C-84-66	12	ea	\$ 50.35	\$ 52.24	\$ 51.45	\$ 50.65
E-33	1 1/2" Pack Joint Coupling L-84-66	12	ea	\$ 82.15	\$ 85.20	\$ 83.92	\$ 82.60
E-34	2" Pack Joint Coupling C-14-77	12	ea	\$ 74.50	\$ 79.56	\$ 78.37	\$ 77.13
E-35	2" Pack Joint Coupling C-44-77	12	ea	\$ 94.90	\$ 101.34	\$ 99.81	\$ 98.24
E-36	2" Pack Joint Coupling C-84-77	18	ea	\$ 71.30	\$ 76.12	\$ 74.97	\$ 73.79
E-37	2" Pack Joint Coupling L-14-77	12	ea	\$ 127.50	\$ 134.83	\$ 132.79	\$ 130.71
E-38	2" Pack Joint Coupling L-44-77	12	ea	\$ 204.20	\$ 211.49	\$ 208.31	\$ 205.03
E-39	2" Pack Joint Coupling L-84-77	12	ea	\$ 117.75	\$ 122.00	\$ 120.27	\$ 118.27
E-40	3/4"x3/4"x3/4" Comp Tee T-444-333	12	ea	\$ 44.85	\$ 47.47	\$ 46.74	\$ 46.03
E-41	1"x1"x1" Comp Tee T-444-444	12	ea	\$ 47.57	\$ 50.76	\$ 50.02	\$ 49.21

**WATER WASTEWATER REPAIR MATERIALS - BID TABULATION
2024-2025-001**

<u>SECTION E: BRASS, COPPER, SERVICE SADDLES</u>							
LOW BIDDER - RECOMMEND AWARD							TIE BID
Item #	Description	Estimated Quantity		CORE & MAIN Kenzie 918-586-7100	FORTILINE Mike Weldon 918-445-0005	UTILITY TECHNOLOGY SERVICES (UTS) Jeff Shultz 918-210-8992	TULSA WINWATER Zach Wolfe 580-370-6340
E-42	1" x 3/4" Brass Bushing CC Thread	100	ea	\$ 17.35	\$ 17.35	\$ 13.34	\$ 16.82
E-43	1-1/2" x 1" Brass Bushing CC Thread	12	ea	\$ 45.30	\$ 46.95	\$ 36.08	\$ 45.52
E-44	2" x 1-1/2" Brass Bushing	12	ea	\$ 55.20	\$ 57.14	\$ 43.93	\$ 55.39
E-45	3/4" x 3" Brass Nipple	12	ea	\$ 4.30	NO BID	\$ 3.33	NO BID
E-46	1"x 3" Brass Nipple	12	ea	\$ 6.25	NO BID	\$ 4.83	NO BID
E-47	1-1/2" x 3" Brass Nipple	12	ea	\$ 10.75	NO BID	\$ 8.47	NO BID
E-48	2" x 3" Brass Nipple	12	ea	\$ 13.95	NO BID	\$ 10.86	NO BID
E-49	2" x 6" Brass Nipple	12	ea	\$ 27.00	NO BID	\$ 20.97	NO BID
E-50	3/4" Copper Setter VB72-12W-44-33	50	ea	\$ 114.55	\$ 118.75	\$ 116.97	\$ 118.75
E-51	1" Copper Setter VB74-12W-44-44	50	ea	\$ 228.55	\$ 234.52	\$ 231.00	\$ 237.02
E-52	1 1/2" Copper Setter VBB76-15B-44-66	12	ea	\$ 1,049.45	\$ 1,076.65	\$ 1,060.47	\$ 1,076.69
E-53	2" Copper Setter VBB77-15B-44-77	12	ea	\$ 1,230.00	\$ 1,261.60	\$ 1,242.65	\$ 1,331.72
E-54	Service Saddle 2"x1" CC	12	ea	\$ 49.55	NO BID	\$ 59.33	NO BID
E-55	Service Saddle 4"x3/4" CC	6	ea	\$ 47.60	NO BID	\$ 69.57	NO BID

**WATER WASTEWATER REPAIR MATERIALS - BID TABULATION
2024-2025-001**

<u>SECTION E: BRASS, COPPER, SERVICE SADDLES</u>							
LOW BIDDER - RECOMMEND AWARD							TIE BID
Item #	Description	Estimated Quantity		CORE & MAIN Kenzie 918-586-7100	FORTILINE Mike Weldon 918-445-0005	UTILITY TECHNOLOGY SERVICES (UTS) Jeff Shultz 918-210-8992	TULSA WINWATER Zach Wolfe 580-370-6340
E-56	Service Saddle 4" x 1" CC	6	ea	\$ 47.60	NO BID	\$ 69.57	NO BID
E-57	Service Saddle 4"x 1-1/2" CC	6	ea	\$ 50.75	NO BID	\$ 72.78	NO BID
E-58	Service Saddle 4" x 2" CC	6	ea	\$ 56.00	NO BID	\$ 72.78	NO BID
E-59	Service Saddle 6"x 3/4" CC	12	ea	\$ 54.70	NO BID	\$ 76.74	NO BID
E-60	Service Saddle 6"x1" CC	50	ea	\$ 54.70	NO BID	\$ 76.74	NO BID
E-61	Service Saddle 6"x 1-1/2" CC	6	ea	\$ 59.40	NO BID	\$ 82.82	NO BID
E-62	Service Saddle 6"x2" CC	6	ea	\$ 65.55	NO BID	\$ 82.82	NO BID
E-63	Service Saddle 8"x 3/4" CC	6	ea	\$ 64.50	NO BID	\$ 87.97	NO BID
E-64	Service Saddle 8"x1" CC	50	ea	\$ 64.50	NO BID	\$ 87.97	NO BID
E-65	Service Saddle 8"x 1-1/2" CC	6	ea	\$ 69.95	NO BID	\$ 94.63	NO BID
E-66	Service Saddle 8"x2"CC	6	ea	\$ 76.25	NO BID	\$ 94.63	NO BID

**WATER WASTEWATER REPAIR MATERIALS - BID TABULATION
2024-2025-001**

SECTION F: MANHOLES, COUPLINGS, FITTINGS

LOW BIDDER - RECOMMEND AWARD								TIE BID	
Item #	Description	Estimated Quantity		CORE & MAIN Kenzie 918-586-7100	FORTILINE Mike Weldon 918-445-0005	UTILITY TECHNOLOGY SERVICES (UTS) Jeff Shultz 918-210-8992	TULSA WINWATER Zach Wolfe 580-370-6340		
Manhole Frames, Covers & Gasket									
F-1	8" Manhole Frame & Lid #R1687	5	ea	\$ 456.00	NO BID	\$ 280.10	NO BID		
F-2	7" Manhole Frame & Lid #R1797	10	ea	\$ 330.00	NO BID	\$ 384.24	NO BID		
F-3	5" Manhole Frame & Lid #R300-24A	10	ea	\$ 465.00	NO BID	\$ 329.55	NO BID		
F-4	Manhole Frame & Lid #280-24	10	ea	\$ 465.00	NO BID	\$ 330.00	NO BID		
F-5	Lamp Hole Box & Lid	10	ea	\$ 224.50	NO BID	\$ 198.52	NO BID		
Sewer Couplings (Hubs) INDIANA SEAL ONLY									
F-6	4" Rubber Sewer Coupling PVC to PVC	25	ea	\$ 5.10	NO BID	\$ 8.06	NO BID		
F-7	4" Rubber Sewer Coupling Clay to PVC	50	ea	\$ 5.10	NO BID	\$ 8.06	NO BID		
F-8	6" Rubber Sewer Coupling PVC to PVC	20	ea	\$ 10.45	NO BID	\$ 17.26	NO BID		
F-9	6" Rubber Sewer Coupling Clay to PVC	40	ea	\$ 10.45	NO BID	\$ 17.26	NO BID		
F-10	8" Rubber Sewer Coupling PVC to PVC	30	ea	\$ 16.45	NO BID	\$ 26.53	NO BID		
F-11	8" Rubber Sewer Coupling Clay to PVC	100	ea	\$ 16.45	NO BID	\$ 26.53	NO BID		
F-12	10" Rubber Sewer Coupling PVC to PVC	12	ea	\$ 24.70	NO BID	\$ 39.84	NO BID		

**WATER WASTEWATER REPAIR MATERIALS - BID TABULATION
2024-2025-001**

SECTION F: MANHOLES, COUPLINGS, FITTINGS							
LOW BIDDER - RECOMMEND AWARD						TIE BID	
Item #	Description	Estimated Quantity		CORE & MAIN Kenzie 918-586-7100	FORTILINE Mike Weldon 918-445-0005	UTILITY TECHNOLOGY SERVICES (UTS) Jeff Shultz 918-210-8992	TULSA WINWATER Zach Wolfe 580-370-6340
F-13	10" Rubber Sewer Coupling Clay to PVC	24	ea	\$ 24.70	NO BID	\$ 39.84	NO BID
F-14	12" Rubber Sewer Coupling PVC to PVC	12	ea	\$ 28.95	NO BID	\$ 46.49	NO BID
F-15	12" Rubber Sewer Coupling Clay to PVC	12	ea	\$ 28.95	NO BID	\$ 46.49	NO BID
Fittings & Tap Saddles							
F-16	4" PVC 45° Elbow SCH 40 DWV	100	ea	\$ 8.00	NO BID	\$ 7.16	NO BID
F-17	4" PVC 22 1/2° Elbow SCH 40 DWV	24	ea	\$ 12.55	NO BID	\$ 11.18	NO BID
F-18	6" PVC 45° Elbow w/gasket SDR 26	12	ea	\$ 39.50	NO BID	\$ 40.40	NO BID
F-19	8" PVC 45° Elbow w/gasket SDR 26	12	ea	\$ 95.00	NO BID	\$ 100.37	NO BID
F-20	6x4 SDR 35 Saddle Tee, Gasket Skirt	20	ea.	\$ 37.00	NO BID	\$ 37.36	NO BID
	with SS Straps, Sch 40 SW Branch						
F-21	8x4 SDR 35 Saddle Tee, Gasket Skirt	40	ea.	\$ 51.65	NO BID	\$ 49.73	NO BID
	with SS Straps, Sch 40 SW Branch						

**WATER WASTEWATER REPAIR MATERIALS - BID TABULATION
2024-2025-001**

SECTION F: MANHOLES, COUPLINGS, FITTINGS							
LOW BIDDER - RECOMMEND AWARD						TIE BID	
Item #	Description	Estimated Quantity		CORE & MAIN Kenzie 918-586-7100	FORTILINE Mike Weldon 918-445-0005	UTILITY TECHNOLOGY SERVICES (UTS) Jeff Shultz 918-210-8992	TULSA WINWATER Zach Wolfe 580-370-6340
F-22	10x4 SDR 35 Saddle Tee, Gasket Skirt	20	ea.	\$ 76.30	NO BID	\$ 72.34	NO BID
	with SS Straps, Sch 40 SW Branch						
F-23	12x4 SDR 35 Saddle Tee, Gasket Skirt	12	ea.	\$ 90.75	NO BID	\$ 89.74	NO BID
	with SS Straps, Sch 40 SW Branch						
F-24	1 1/2" Preformed Flex Plastic - Gasket (Ram-Nek)	10	bxes	\$ 120.00	NO BID	NO BID	NO BID
F-25	Romac Tap Saddle CB 4" Outlet Fits 6" to 12" Pipe	12	ea.	\$ 119.65	NO BID	\$ 117.14	NO BID
F-26	Romac Tap Saddle CB 6" Outlet Fits 6" to 12" Pipe	12	ea.	\$ 159.50	NO BID	\$ 156.16	NO BID
F-27	4" Rubber Test Cap	20	ea.	\$ 2.75	NO BID	\$ 3.03	NO BID
F-28	5" Rubber Test Cap	20	ea.	\$ 4.00	NO BID	\$ 5.90	NO BID
F-29	3" PVC Pop Up Clean Out Caps	20	ea.	\$ 36.50	NO BID	\$ 7.79	NO BID
F-30	4" PVC Pop Up Clean Out Caps	20	ea.	\$ 36.50	NO BID	\$ 10.54	NO BID

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to award water treatment chemicals for the Water Treatment Plant, presented by Loren Roszel.

Attachments:

Bid tabulation

II. STAFF COMMENTS AND ANALYSIS

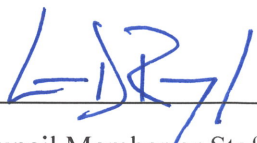
Bids for water treatment chemicals are taken on an annual basis. Due to volatilities in the chemical market for chlorine and sodium hydroxide, these items are structured for period less than annually. For sodium hydroxide, the bid is structured for a 90-day price guarantee, with the option for up to three 90-day renewals upon mutual agreement of both the City and vendor. For chlorine, the bid is structured for a 180-day price guarantee, with the option for a 180-day renewal upon mutual agreement of both the City and vendor. Bid packets were advertised in the local newspaper, Construct Connect, SW Construction News, Dodge Bidding and sent to 18 vendors. Sixteen (16) bids were received and shown on the attached bid tabulation. Materials are purchased on an as needed basis.

III. BUDGET IMPACT

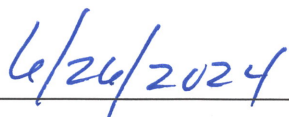
The budget for water treatment plant chemicals is \$1,176,875. The total bid price for the water treatment chemicals is \$1,058,400, which represents a 12% decrease from last fiscal year, and is \$118,475 below the available budget.

IV. RECOMMENDED ACTION

Staff recommends award to various vendors as highlighted within the attached bid tabulation.



Council Member or Staff Member



Date

City of Bartlesville
Water Treatment Chemical Bid #2024-2025

Recommended Bid Award

LEGEND: SHADED AREA - RECOMMEND AWARD

CHEMICAL:	Chlorine Gas	Hydrofluorosilicic Acid	Potassium Permanganate	Coagulant	ACH	Coagulation Aid	Drying Bed Polymer	Polyphosphate	Sodium Hydroxide	Aqueous Ammonia	Powdered Activated Carbon
Est. Quantity	60 TON	15,000 GALLONS	50,000 LBS	720 TON	12 TOTES	6,000 LBS	15,000 LBS	60,000 LBS	450,000 LBS	60 TON	46,000 LBS
<i>Airgas Specialties</i>										\$300.40	
<i>Aqua Smart, Inc.</i>								\$1.052			
<i>Baker Services, Inc.</i>										\$228	
<i>Brenntag Southwest, Inc.</i>	\$2,576				\$1,425.000 \$0.463/lb		\$2.07	\$1.200	\$0.2389		\$1.210
<i>Carbon Activated Corp.</i>											\$1.120
<i>Carus LLC</i>								\$1.380			
<i>Chemrite Inc.</i>			\$1.968					\$1.380			\$1.380
<i>Chemtrade Cemicals US LLC</i>				\$700							
<i>Hawkins Inc.</i>			\$5.100		\$0.520		\$2.55	\$0.880			\$1.220
<i>Jacobi Carbons, Inc.</i>											\$1.095
<i>OMNI Water Consultants, Inc.</i>								\$0.770			
<i>Pennco, Inc.</i>		\$3.03/gal									
<i>Polydyne Inc.</i>						\$2.41					
<i>Shannon Chemical Corp.</i>			\$2.530					\$0.737			
<i>Univar Solutions USA LLC</i>		\$2.80	\$3.240						\$0.2338		
<i>Water Tech, Inc.</i>				\$760	\$0.480		*\$2.10				

Notes: * The recommended bid award has a more effective chemical for our needs based on previous trials. Recommend awarding to the lowest and best bid for the drying bed polymer.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to approve a Resolution calling and giving notice of an upcoming election for City Council Representatives for all wards of the City of Bartlesville, Oklahoma.

Attachments:

Resolution

II. STAFF COMMENTS AND ANALYSIS

City Council Representatives from each of the five wards of the City shall be elected every two years, and can only be elected by registered, qualified electors of their perspective Ward. Council Members shall be qualified electors of the City for six months prior to the time of their filing and each Council Member must be a qualified resident of his/her respective ward for six months prior to the time of their filing. A Council Member must have a record free of felony convictions, be at least twenty-five (25) years of age at the time of his election to office, and cannot hold any position in the City government by appointment of the City Manager. A member of the City Council shall hold no other public office which would constitute a conflict of interest according to State Statues.

Per the Washington County Election Board, the non-partisan general election will be held on November 5, 2024. The filing period for said election shall begin at 8:00 a.m. on Monday, August 5, 2024 and close at 5:00 p.m. on Wednesday, August 7, 2024.

III. RECOMMENDED ACTION

It is requested that the City Council approve the required election resolution at the July 1, 2024 Regular City Council Meeting.

RESOLUTION NO. _____

A RESOLUTION CALLING AND GIVING NOTICE OF AN UPCOMING ELECTION FOR CITY COUNCIL REPRESENTATIVES FOR ALL WARDS OF THE CITY OF BARTLESVILLE, OKLAHOMA.

WHEREAS, the City Charter of the City of Bartlesville provides that City Council representatives from each of the five Wards of the City shall be elected on November 5, 2024, for terms expiring December 2, 2024.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BARTLESVILLE, OKLAHOMA;

Section 1. For the purpose of electing City Council representatives for all Wards of the City of Bartlesville, Oklahoma, a non-partisan general election shall be held, if needed, on Tuesday, November 5, 2024; and

Section 2. The polls shall be opened at 7:00 o'clock a.m. and shall remain open continuously until and be closed at 7:00 o'clock p.m.; and

Section 3. The filing period for said election shall begin at 8:00 a.m. on Monday, August 5, 2024 and close at 5:00 .m. on Wednesday, August 7, 2024; and

Section 4. The City Council representatives shall be nominated by Ward and elected only by the registered, qualified electors of their perspective Ward; and

Section 5. The following officers shall be elected for terms, which shall begin on December 2, 2024 and conclude on December 7, 2026.

Councilmember Ward 1
Councilmember Ward 2
Councilmember Ward 3
Councilmember Ward 4
Councilmember Ward 5

Section 6. Each candidate must have been a qualified elector of the City for six (6) months prior to the first day of the filing period and must be a qualified resident of his/her respective Ward for six (6) months prior to the first day of the filing period.

Section 7. Absentee ballots shall be provided in accordance with State Law.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 1st DAY OF JULY 2024.

CITY OF BARTLESVILLE, OKLAHOMA

JIM CURD, JR., VICE MAYOR

ATTEST:

JASON MUNINGER, CFO/CITY CLERK

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to approve agreement for services between JJ Keegan and the City of Bartlesville on conducting a comprehensive strategic review of the Adams Municipal Golf Course management model.

Attachments:

Services Agreement

JJ Keegan - Comprehensive Strategic Review of Golf Course Management Model

II. STAFF COMMENTS AND ANALYSIS

At the City Council meeting on May 6, 2024, the strategic direction of the Adams Municipal Golf Course was discussed. It was determined that staff would issue a Request for Proposals (RFP) for a consultant/firm to potentially conduct a comprehensive strategic review of the Adams Municipal Golf Course (ADAMS) as well as comparable golf courses to identify how these courses are managed in comparison to ADAMS. It was also determined that a steering committee would be created to provide some guidance. The steering committee's recommendation would ultimately be presented to the City Council for discussion and approval. Councilman Dorsey and Vice Mayor Curd are included on the steering committee.

The golf course steering committee met to review the proposals of two firms that would like to conduct a comprehensive review of Adams Municipal Golf Course. The two firms consisted of JJ Keegan and Sirius Golf Advisors. After careful consideration, the steering committee chose to recommend JJ Keegan to the City Council.

The attached services agreement has been reviewed by the City Attorney, City Staff, representatives of the Golf Course Operating Committee, Councilman Dorsey, and Vice Mayor Curd. All parties are satisfied with the agreement and recommend approval. Please schedule this item for presentation and discussion at the next Council meeting.

III. BUDGET IMPACT

The total cost for services would be \$15,000 and will be paid for out of the general fund. The Sirius Golf Advisors proposal for services came in at \$22,000.

IV. RECOMMENDED ACTION

Approve services agreement as presented.

SERVICES AGREEMENT

THIS AGREEMENT is made and effective the 1st day of July 2024, by and between the *CITY OF BARTLESVILLE, OKLAHOMA ("CITY")*, and Golf Convergence, Inc. dba JJ Keegan ("*COMPANY*"). *CITY* and *COMPANY* are at times individually referred to as a "*Party*" and collectively referred to as the "*Parties*."

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which *COMPANY* shall create a strategic business plan and optimum management model for Adams Municipal Golf Course and associated deliverables (the "*Services*") for *CITY*. The Services are more specifically set forth in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

ARTICLE II. SERVICES TO BE PERFORMED

COMPANY shall provide the Services in a manner consistent with the same level of skill and care as other consultants that perform similar services for similar projects in approximately the same region and at approximately the same point in time. *COMPANY* represents that any employee who performs the Services shall be fully qualified and competent to perform the Services. *COMPANY* will complete the services as listed in **Exhibit A**.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay *COMPANY* an amount not to exceed \$15,000.00 for the performance of the services. *CITY* agrees to pay *COMPANY* according to the schedule set forth on page 15 of **Exhibit A** upon presentation of an invoice. The invoice shall set forth all service fees and those expenses described in **Exhibit A** that *COMPANY* incurs. All additional and/or reimbursable expenses must be approved prior to incurring such expenses.

Within thirty (30) days of the date *COMPANY's* invoice is received by *CITY*, *CITY* shall pay the full amount of such invoice; provided, however, that if *CITY* objects to any portion of an invoice, *CITY* shall notify *COMPANY* of *CITY's* objection and the grounds therefor within fifteen (15) days of the date of receipt of the invoice, and the *Parties* shall immediately make every effort to settle the disputed portion of the invoice. Notwithstanding the foregoing, *CITY* shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

ARTICLE IV. TERM

The term of this Agreement shall be from July 1, 2024 until August 31, 2024.

ARTICLE V. ASSIGNMENT

COMPANY shall not, either directly or indirectly, assign all or any part of this Agreement, or any interest, right or privilege herein, without obtaining *CITY's* prior written consent. The issue of whether to grant such consent shall be in the sole and absolute discretion of *CITY*.

ARTICLE VI. OWNERSHIP AND CONFIDENTIALITY OF DOCUMENTS AND OTHER WORK PRODUCT

All reports, information and other data ("*Instruments of Service*") given to, prepared or assembled by *COMPANY* under this Agreement, and any other related document or item shall become the sole and exclusive property of *CITY*. The Instruments of Service shall be promptly delivered, without restriction, to *CITY* and such other persons or entities as *CITY* may designate; provided, however, that *COMPANY* may make copies of the Instruments of Service for its files.

ARTICLE VII. INDEPENDENT CONTRACTOR

COMPANY shall perform the services as an independent contractor and not as an officer, agent, servant or employee of *CITY*. *COMPANY* shall have exclusive control of and the exclusive right to control the details of the services and all persons performing the same. *COMPANY* shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors. The *Parties* acknowledge and agree that the doctrine of *respondeat superior* shall not apply as between *CITY* and *COMPANY*, its officers, agents, employees, contractors and subcontractors. Nothing in this Agreement shall be construed as creating a partnership or joint enterprise between *CITY* and *COMPANY*. No person performing the services shall be considered an officer, agent, servant or employee of *CITY*. Further, it is specifically understood and agreed that nothing in this Agreement is intended nor shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" that would give rise to vicarious liability. *COMPANY* is an independent contractor under this Agreement and shall assume all rights, obligations, and liabilities applicable to it as an independent contractor. *CITY* does not have the power to direct the order in which the services are performed. *CITY* shall not have the right to control the means, methods or details of *COMPANY'S* work. *COMPANY* shall assume exclusive responsibility for performing the services, and is entirely free to perform the Services in its own way.

ARTICLE VIII. GOVERNMENTAL IMMUNITY

By executing this Agreement, *CITY* is not waiving its right of governmental immunity. *CITY* is retaining its immunity from suit. *CITY* is not granting consent to be sued by legislative resolution or action. THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

ARTICLE IX. NO THIRD-PARTY BENEFICIARY

CITY'S approval of this Agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third-party beneficiary or other rights hereunder.

ARTICLE X. SEVERABILITY

If any provision of this Agreement is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.

ARTICLE XI. FEDERAL, STATE AND LOCAL REQUIREMENTS.

COMPANY is responsible for full compliance with all applicable federal, state, and local laws, rules and regulations.

ARTICLE XII. TERMINATION

CITY may terminate this Agreement at any time, with or without cause, by written notice of termination to the *COMPANY*. If *CITY* terminates this Agreement, and such termination is not a result of a default by the *COMPANY*, the *COMPANY* shall be entitled to receive as its sole and exclusive remedy the following amounts from the *CITY*, and *CITY* shall have no further or other obligations to the *COMPANY*: the amount due to the *COMPANY* for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which the *COMPANY* would have been entitled to receive if this Agreement had not been terminated.

CITY may, by written notice of default to the *COMPANY*, terminate the whole or any part of this Agreement if the *COMPANY* fails to perform any provisions of this Agreement and does not cure such failure within a period of ten (10) days (or such longer period as the City Manager may authorize in writing) after receipt of said notice from the City Manager specifying such failure. If this Agreement is terminated in whole or in part for default, *CITY* may procure, upon such terms and in such manner as the City Manager may deem appropriate,

supplies or services similar to those terminated.

DATED this _____ day of _____, 2024

CITY OF BARTLESVILLE, OKLAHOMA

BY: _____

TITLE: _____

COMPANY:

BY: _____

TITLE: _____

REQUEST FOR PROPOSAL
CITY OF BARTLESVILLE
COMPREHENSIVE STRATEGIC REVIEW OF
GOLF COURSE MANAGEMENT MODEL

JUNE 7, 2024



CITY OF BARTLESVILLE
401 S. JOHNSTONE AVENUE
BARTLESVILLE, OK 74003



Prepared for:

Mr. Jason Muninger, City Clerk
Senior Purchasing Agent
City of Bartlesville

Additional Team Members:

Apparation, LLC (Golf Facilities Database)
ESRI (Arcgisonline- Demographics)
Weather Trends International
Cathy Harbin, PGA, LPGA
Trey Kemp, ASGCA
Jorge Croda, CGCS

Prepared by:

Mr. J. J. Keegan (Project Coordinator)
7156 Timbercrest Lane
Castle Pines, CO 80108
303.596.4105
jjkeegan@jjkeegan.com
Incorporated: February 15, 2005

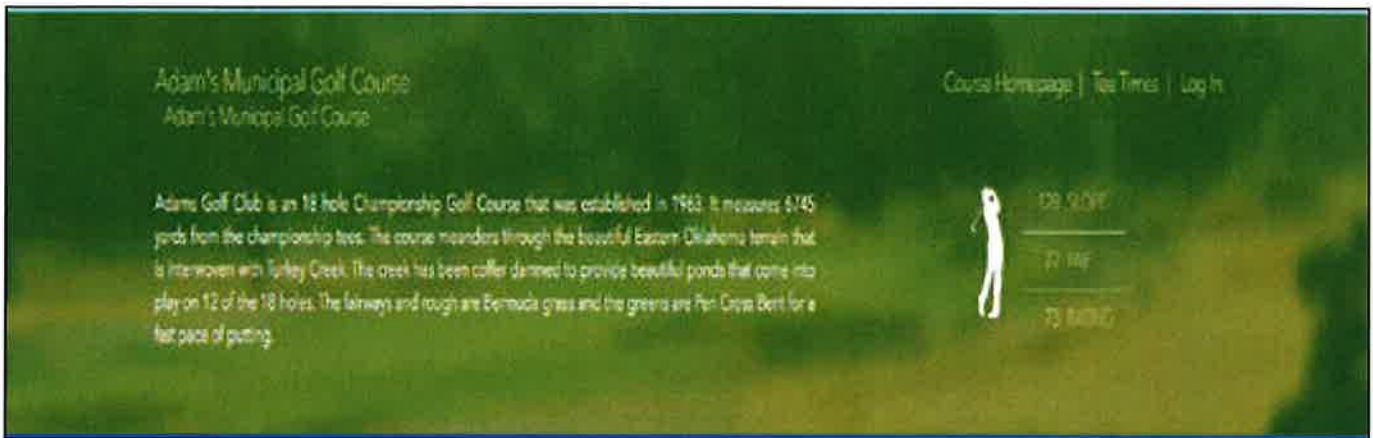


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1. Introduction: Hello

June 7, 2024

Mr. Jason Muninger, City Clerk
City of Bartlesville
401 S. Johnston Ave
Bartlesville, OK 74006

Dear Mr, Muninger:

We sincerely appreciate the opportunity to present our qualifications for your review.

With the primary goal to undertake a strategic review of the current golf course management model of the **City of Bartlesville's Adams Municipal Golf Course**, it would be an exciting opportunity to undertake this study in partnership with the leaders of the city government, the Parks and Recreation Department, and community stakeholders.

The management models we most frequently observe are:

- Self- Managed (Arlington, Ft. Worth, Monmouth, Bethpage State Park, Westchester County). The food and beverage concession is frequently the only revenue activity leased under this model.
- Non-Profit (Alamo City Golf Trail)
- Third Party Management (Charlottesville, Chicago, Forest Preserve District, San Francisco). Upwards of 30% percent of municipal golf courses are managed under this model.
- 100% Operational Leases: The City receives a rental payment, usually a percent of gross revenues (Indianapolis, Los Angeles County), but the **lessee** is responsible for maintenance.
- 100% Operational Leases: The City receives the revenue from green fees (Dallas), and the City is responsible for maintenance of the golf course. A contracted professional or lessee is retained to operate the golf facility and receives the revenues from carts, merchandise, food and beverage, range, etc. In some cases, the contracted professional is also provided a salary. The revenue split under this arrangement varies widely among municipalities in the US that have adopted this model.

Each of these models has advantages and challenges, and the options for every city are different. We are very attuned to the factors that uniquely influence the selection of the best model.



JJ Keegan+ has worked with municipal golf facilities since 1989 to answer the question you have posed. Many of our projects are similar in nature to the study. As 2017 Golf Advisor of the Year named by Golf, Inc., we will recommend, based on extensive research, the optimum golf course management model and strategic plan for the City of Bartlesville.

This is How We Will Achieve The Results You Seek

While there are several well qualified golf course management companies, our approach to engagements vastly differs. We understand that every golf course is unique and so are the services we offer.

- We start by understanding the vision and mission statement for the golf operation as an integral part of the Parks and Recreation Department Master Plan. An amenity driven facility should be operated much differently than a profit driven facility.
- A proprietary **seven step business** model is utilized to complete a strategic review. This model has been successfully implemented for over 600 municipal golf courses during the past twenty years. We first examine the uncontrollable elements (location and weather) and then evaluate the course's information systems, financial performance, the physical assets, operations, and customer loyalty via an electronic survey. This process will encompass the scope of services you seek as outlined on Page 4 of the RFP. It is important to understand the factors that are impacting the current operational results.
- We developed a "Predictive Index" as to the financial potential of every golf course in the United States by analyzing 44 variables for 15,210 golf facilities. Our research revealed the revenue potential per 18 holes within 10 miles from green fees, carts, merchandise, food and beverage. We will share where the **Adams Municipal Golf Course** ranks nationally.
- Having visited over 6,000 golf courses in 64 countries, we have studied the varying business practices used to operate a golf course. This will ensure the optimum model and operational policies will be recommended for the **Adams Municipal Golf Course**.
- Since 2010, we have published seven editions of "*The Business of Golf - What Are You Thinking?*" that guides in creating a winning strategic business plan. Over 7,000 copies have been sold in 16 countries and the book is used by Professional Golf Management programs as their capstone class. We will be providing the **City of Bartlesville** a copy of the 2024 edition, if selected.
- Our team consists of professionals who have real-world experience in managing and operating golf courses vs. institutional theorists. Therefore, our recommendations are practical, have been industry-tested and can be successfully implemented cost effectively.
- Our fees, usually lower in a competitive bid solution, reflect our historical experience and the efficiency of our seven-step business model. Our fees represent a great value for our clients as our analysis is far more comprehensive.



The Investment

This engagement will be completed for \$15,000 inclusive of expenses for travel and the various re-search sources licensed.

The Hurdles

We understand that these are very uncertain times in the golf industry.

2023 set a record with 26.6 million individuals playing 531 million “green grass golf” rounds. Public Green Fees are up 16%. 49% of public facilities have undertaken significant courses or clubhouse-related investments. The pandemic has created a surge as rounds in 2024 are up 4.2% through Aprilh compared to last year. Programming is at capacity, and the banquet business is returning heartily. However, golf operations are challenged in retaining sufficient qualified employees.

Today we live in a time-crunched culture. These factors have a direct impact on the business of golf. With golf in a blustery swirl, vision is often clouded and execution dulled.

Our Promise to You

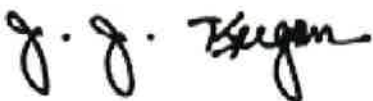
While the ownership of golf courses is challenging because every facility is unique, each golf course’s success is fashioned on a standard set of business principles. It is not surprising that people can see the same data and reach different conclusions. We relish working with various constituencies to develop a consensus on which to proceed.

We will deliver by August 31, 2024 a concise report that provides for a strategic review of the optimum golf course management model including five-year cash projection and operational and capital recommendations within a PDF file and PowerPoint Presentation. This report will be presented in meetings with the relevant **City of Bartlesville** officials, golf course management and other stakeholder groups.

Our clients will share with you how our straightforward approach has made easy what could have been a highly complex assessment.

We hope to have the opportunity to glean from your experiences, share our insights, and enhance the vision and financial viability of the **City of Bartlesville’s** golf course. Thank you for your consideration.

Sincerely,



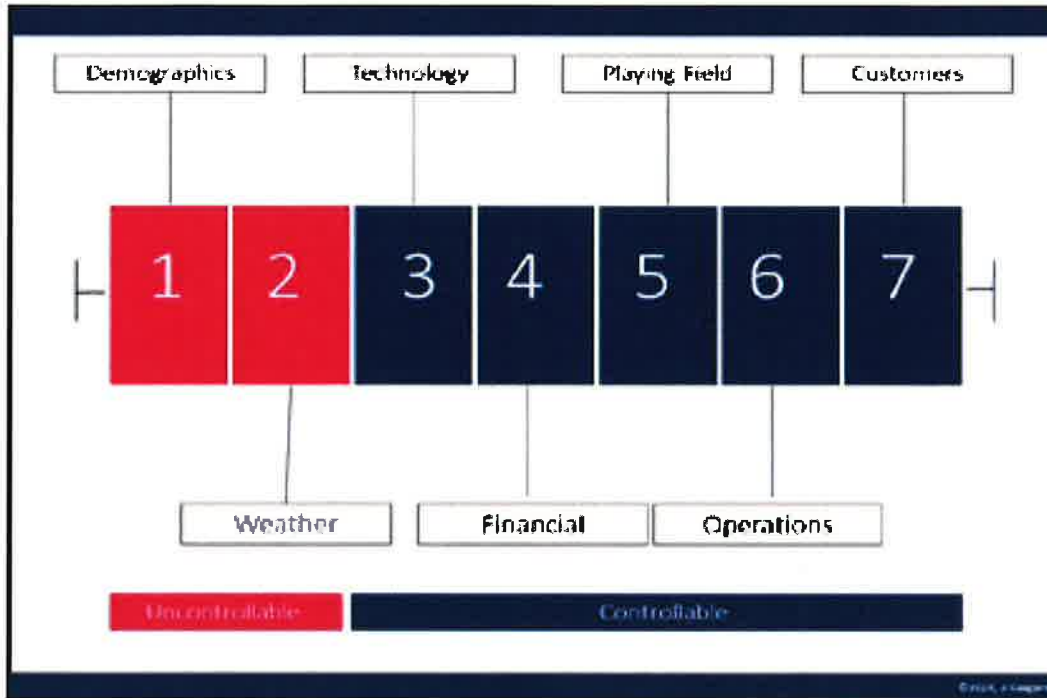
J. J. Keegan
Envisioning Strategist and Reality Mentor



2. Strategic Review of Golf Course Operations

Golf Course Operational Analysis

Our seven-step process can be viewed as the “critical path” on which our engagement will be performed, shown here.



Presented below are the components of the seven-step review to be undertaken that highlight some but not all of the research to be completed:

Step 1. Geographic Local Market Analysis

This analysis includes the six key measurements that accurately forecast the potential of your facility. They are the MOSAIC profile; your customers’ age, income, and ethnicity; the number of golfers per 18 holes; and the slope ratings within your competitive market.

We will define the primary and secondary trade areas for the golf courses within a 10-mile radius. We will calculate the demand vs. the supply within this trade area, as those statistics determine the financial potential of **Adams Municipal Golf Course**. We will explain to you the following:

- What annual revenue should be.
- The appropriate green fee that you should charge.
- If your course will attract and retain customers based on your local demographics contrasted to the slope rating.



You need to know these vital data points to manage a golf course profitably. The key questions to be answered are:

- Do the demographics indicate sufficient demand to meet the available supply?
- Are the age, income, ethnicity, and population density sufficient to sustain the golf course?
- How many golfers per 18-holes are there within the competitive local market?
- Will the slope rating attract sufficient golfers from the local market?

Step 2. Weather

We calculate the number of playable golf days in a year (compared to a 10-year trend) to allow us to differentiate between the impact of weather and the effect of management on a course's financial performance. A weather playable-days study will determine if you are over or under-performing the weather. Also, access to Weather Trends International's 11-month weather forecast service will be provided.

The key questions to be answered are:

- What impact has weather played on rounds vs. management policies?
- Are there sufficient playable days to generate a return on the proposed investment?
- Has weather forecasting been fully leveraged with the seasonal staff adequately and properly deployed?
- Are season passes appropriately priced based on playable days and golfer playing frequency?

These first two tasks quantify the uncontrollable factors that impact a golf course's financial performance and clearly define its investment potential. The results from this analysis represent the facility's strategic vision and the course's viability.

Step 3. Technology – The Foundation for Marketing

An evaluation of the technology currently installed at your facilities will be conducted. We will ascertain if the tee sheet is integrated into the POS system, the email database size, the website's efficacy, whether proactive email marketing is occurring appropriately, and the extent to which social media applications have been adopted.

Successful golf courses leverage technology to develop a customer database. All golfers are registered onto the tee sheet with name, email, perhaps a cell phone number and by type of golfer, i.e., resident, non-resident, annual pass holder, senior, junior, gender, etc. Once registered, whether booking and paying on-line, via a mobile application, or at the POS register, the tee sheet automatically feeds the customer data into the POS system for accurate recording and payment. That process creates multiple opportunities to create incremental revenue streams:

The *key questions* to be answered are:

- How effectively has an integrated golf management solution been deployed to create the data collection required to manage the golf course properly?



- Is the customer database properly segmented?
- Is the website design informational or transaction-focused?
- Are inbound marketing tools leveraged?
- Has social media been appropriately adopted to attract and retain golfers?

Have apps been integrated that allows customers to book and pay on-line and provide GPS for distance and scoring while playing?

Step 4. Yield Management, Key Metrics, and Financial Modeling Valuation

The financial analysis of golf commences with confirming the accounting records are prepared in accordance with generally accepted principles for golf courses that examine key profit centers: golf revenue, carts, merchandise, food and beverage, and other (driving range, lessons, etc.)

Fifteen key benchmarks guide the successful operation of a golf course. Your facility's financial performance will be benchmarked against industry norms, and economic models will be crafted. Industry standards will be contrasted with each facility's performance to determine opportunities for improvement.

We will create a proposed comprehensive rate table for 2025 in which the projected rounds by SKU will be integrated into a five-year cash flow forecast. We will model several financial projections based on alternative assumptions about the rate schedule that might be approved, the adjustments in expenses that might be made, and the capital expenditures that might be disbursed.

Key Questions to be Answered are?

- Have accurate financial models that support proactive decision-making been developed?
- What debt service can the golf course cover?
- Is there a gap between the potential fees and the clientele's disposable income base?
Is REVPAR 60% of the prime time rack rate times the number of rounds?
- Is the green fee based on 0.008% of the median household income?

Step 5. Facilities and Maintenance Review

A golf course is a living organism. Primary constraints include annual renovation expenses and the equipment required to maintain a course. We will identify the critical, competitive, and comprehensive capital investment components.

Deferred capital expenditures are measured, and equipment and staffing levels will be reviewed to ensure consistency with the facility's brand promise based on a matrix created by the American Society of Golf Course Architects and the Golf Course Builder's Association.

We will determine the ideal maintenance standards and an appropriate budget consistent with the fees posted. Specifically, we will examine the following at each golf course:



- Golf design layout and playability
- Maintenance practices, staffing, and budget
- Maintenance facilities and storage areas for chemicals, gasoline, and sand
- Condition of tees, greens, fairways, roughs, and bunkers.
- Equipment and anticipated replacement schedules
- Driving range, practice range, and short game area

Beyond the facilities, we will analyze the following:

- Soil conditions
- Chemical, fertilizer, and pest controls
- Trees and water hazards
- Cart paths conditions
- Benches, ball washers, and signage

The key questions to be answered are:

- Is the style of the golf course and its slope rating consistent with demographics?
- What is the optimal and best use of the property?
- Do the green fees equal 0.0001% of the maintenance budget?
- Is the golf course clubhouse structurally fit and appropriate for the needs of golfers in the future?

Step 6. Operational: Management, Customer Experience, Marketing, Food and Beverage

A comprehensive operational review will be undertaken, examining policies and procedures in every aspect that impacts the customer experience.

A secret-shopper analysis will be conducted, highlighting the touch-points on your assembly line of golf as to whether your customer service is at platinum, gold, silver, bronze, or steel level. The value created as measured by the experience provided will determine if your green fee rates are correctly set.

As part of this analysis, we will visit golf courses deemed to be in the competitive set to ensure the **City of Bartlesville's** rates are consistent with the experience provided and appropriate for the local market.

We will evaluate the clubhouse entrance, staffing, organizational structure, merchandising, food, and beverage, accounting and budgeting procedures, information systems, advertising, marketing, and public relations and compare them to the industry's best management practices.

Specifically, we will evaluate the following:

- Organizational Structure
- Hours of Operation



- Staffing Levels, responsibilities, duties, training, and personnel policies
- The 13 customer touch-points
- Player Development Programs: Get Golf Ready, PGA Junior League
- Leagues, Outings, Tournaments policies
- Tee Time Policies
- Cart Operations: the size of fleet and leased vs. owned programs
- Rate Structure and Yield Management
- Revenue SKU Analysis for effective rates realized and revenue center enhancement.

The key questions to be answered are:

- Do the value and experience provided equal or exceed the current fees?
- Are the proper operating procedures going to be consistently deployed through each step of the “assembly line of golf”?
- What are the additional programs that could be added to bolster revenues
- Are the marketing strategies properly aligned with the customer’s preferences and experience?

Step 7. Operational: Customer Preferences and Customer Loyalty Survey

By utilizing the golf course’s database and employing electronic survey tools, enlightening insights can be obtained from asking 25 key questions.

The survey instrument has several customizable elements, including questions that will be developed with input from the **City of Bartlesville** officials that will include open-ended questions that allow respondents to voice their opinions in greater detail. Survey results will explain the golf operations with customers and competition and how proposed operational changes and new capital investment can impact demand.

Mining the customer database is vital. Fifteen percent of customers generate 60% of course revenues, and many daily fee golf courses have at least 50 customers who spend more than \$4,000 annually. However, on average, only half the golfers who played a course one year will return the next.

The key questions to be answered are:

- Who are your core customers, and how much do they spend?
- What is the annual retention rate among your golfers?
- What are the barriers to increased play?
- What is the golfer’s perceived value?
- What is the primary reason one course is selected over another?
- How loyal are customers?
- What is the financial referral impact of promoters vs. detractors?
- What recommendations do they have to improve the experience?



3. Analysis of the Optimum Management Model

Upon completing the operational review, we analyze what is the optimum management model on which the Adams Municipal Golf Course should be managed. We have assisted municipalities implement the recommendations and will provide the following services:

Phase 1 - Management Model Options

- Counseling the municipality on the advantages and disadvantages of self-management, third-party management, and leases (concession contracts) for individual facilities or for all golf courses under a single agreement.
- Interviewing City leadership regarding their vision and goals for the stewardship of the golf courses.
- Preparing a financial analysis as to the potential of the golf course.
- Evaluating the responses received to gauge the levels of interest, the financial commitment and proposed contractual arrangement with the City.

Phase 2 - RFP Drafting and Evaluation (\$5,000 Supplemental Option)

Upon completing Phase 1, with your further approval, we will draft the Request for Proposal for the review by the Parks, Legal and Purchasing Departments.

We recommend including a business plan section within the RFP that defines the potential of the facilities. This narrative includes, but is not limited to, the mission statement, the demographics surrounding each facility, the weather-playable days, agronomic considerations, equipment and capital requirements, the competitive set of golf courses, the historical financial performance, current staffing levels, and any recent customer survey.

It is our observation that municipalities are very familiar with their operations, but respondents are not. The request is made for the respondent to submit a financial proposal to operate the facilities. Detailed information on the operation we believe is appropriate.

In writing an RFP, we also believe it is essential that the document specifies the scope of services to be provided and the format at a very granular level for the respondents' financial proposal.

Left to their druthers, the responses received are often so obtuse that a financial comparison of respondents can become highly challenging. The hurdles can be exceptionally very high when the components for revenue splits vary and performance incentives are based on forecasts that may or may not be achieved. Frequently, reliance on the respondent's financial forecasts for the golf courses can be an important determinant that may lead to an incorrect selection.



When the RFP is authorized for issuance, we will assist in marketing the RFP to all likely respondents to ensure numerous responses are received for the City's evaluation.

Upon the issuance of the RFP, a pre-bid meeting is greatly beneficial. While in-person conferences and a tour of the facilities create the highest value, we will conduct simultaneously this meeting at the client's headquarters with a virtual component for those unable to attend.

In evaluating the responses received, we will an analysis and prepare a report of the strengths, weaknesses, and missing components of each respondent's submittal for consideration by the Evaluation Committee.

Our role is merely to facilitate a discussion to achieve a consensus on Short-Listed Candidates. We serve as a NON-VOTING member of that Committee.

As one of the leading consultants in the golf industry, we know, and over our 25-year career, have interacted with at industry conventions the senior staff at the most prominent top 20 management companies. As a former rater for Golf Magazine's Top 100 in the World, we have visited multiple facilities managed by each of the leading third-party firms. The quality of the operations and the customer experience can vary widely between operators.

Upon the Committee's creation of a Short-List, we will coordinate and schedule the Interviews and serve as the host for those meetings providing each candidate an Agenda of important items that should be considered in the typical 90-minute oral presentation to the Evaluation Committee.

When the interviews are concluded, we will poll the Committee, ensuring that the points they allocated based on the RFP criteria are properly tabulated and the leading firm selected.

Regarding finalizing a contract, we have noted that the winning respondent will have a template to serve as the foundation for the agreement. There are often "gotcha's" in those form agreements of which a municipality should be aware. Overlooking three of those items observed frequently can have severe consequences for the municipality. We will advise accordingly during the contract negotiation process.

Lastly, if requested, we will prepare and present a report to Council regarding the Selection process and the justification for the firm chosen.



Presented below is a sample of our client engagements we have undertaken in completing Phase 1 and 2 in implementing the optimum management model:

Client	Courses (Holes)	Services	Firm Selected
Anaconda Deer Lodge Count, MT	Old Works (21)	Counseled, Drafted, Marketed, Evaluated, Facilitated Short-List Meeting	CourseCo
Baltimore Municipal Golf Corporation, MD	Five Courses (81)	Evaluated Proposals	Opted to Continue Internal Management
City of Gardner, KS	Gardner Golf (18)	Counseled and Evaluated Options for Third Party Management	Great Life Fitness
City of Lancaster, TX	Country View	Counseled and Evaluated Options for Third Party Management	Touchstone Golf
City of Louisville, KY	Nine Courses (135)	Counseled and Evaluated Options for Management	Retained Concessionaire Model
City of Midland, MI	Currie (36)	Counseled and Evaluated Options for Management	Billy Casper Golf (Indigo Partners - Troon)
City of New Braunfels, TX	Landa Park (18)	Counseled, Drafted, Marketed, Evaluated, Facilitated Short-List Meeting	Opted to Continue Internal Management
City of Oro Valley, AZ	El Conquistador (18)	Counseled and Provided Contract Template Used to Negotiate Agreement	Billy Casper (Indigo Partners - Troon)
City of Palo Alto, CA	Baylands (18)	Counseled, Drafted, Marketed, Evaluated, Facilitated Short-List Meeting, Reviewed Contract	OB Sports (Troon)
City of Round Rock, TX	Forest Creek (18)	Counseled, Drafted, Marketed, Evaluated, Facilitated Short-List Meeting, Reviewed Contract	Kemper Sports Management
City of Virginia Beach, VA	Three Courses (54)	Counseled, Drafted, Marketed, Evaluated, Facilitated Short-List Meeting, Reviewed Contract	Local Consortium of PGA Professionals
City of Yarmouth, MA	Two Courses (36)	Counseled, Drafted, Marketed, Evaluated, Facilitated Short-List Meeting	Opted to Continue Internal Management
Oneida Nation, WI	Thornberry Creek (27 Holes)	Counseled, Drafted, Marketed, Evaluated, Facilitated Short-List Meeting, Reviewed Contract	Kemper Sports Management
Pima Maricopa Indian Community, AZ	Talking Stick (36 holes)	Counseled, Drafted, Marketed, Evaluated, Facilitated Short List Meeting	Century Golf Partners



4. The Timetable - The Critical Path

Based on the requirements outlined, we will execute to create a strategic plan highlighting the optimum management model based on the following timetable concluding by August 31, 2024:

	Week	1	2	3	4	5	6	7
Engagement Commencement								
	Project Commencement and Data Collection	■						
	Site Visit: Interviews with City leadership, golf course management and staff regarding vision for golf facility.		■					
Phase 1: Strategic (The Uncontrollable Factors)								
1.	Geographic Local Market Analysis		■					
2.	Weather Impact: Historical and 11-Month Forecasts		■					
Phase 2: Tactical and Operational (The Controllable Factors)								
3.	Technology: POS, Website, Social Apps, Marketing		■	■				
4.	Financial Modeling and Return on Investment to Optimize Financial Performance		■			■	■	
5a.	Golf Architectural Review				■	■		
5b.	Maintenance - Agronomic, Soil, and Labor Study				■	■		
5c.	Maintenance - Capital & Equipment Review				■	■		
5d.	Clubhouse Assessment				■	■	■	
6a.	Operations - Golf Rate Study & Programming			■	■			
6c.	Operations - Merchandising			■	■			
6d.	Operations - Food and Beverage			■	■			
7.	Electronic Consumer Survey			■		■		
Phase 3: Report and Implementation								
8	Findings Presented by August 31, 2024: Strategic Business Plan and Optimum Management Model in PDF with PPTX presentation via a Council workshop						■	■



5. Investment Proposal

Our Process	Component	Hours	Investment
Engagement Commencement			
	Data Collection	8	\$1,000
	Site Visit: Interviews with City leadership, golf course management and staff regarding vision for golf facility.	16	2,000
Phase 1:- Strategic (The Uncontrollable Factors)			
1	Geographic Local Market Analysis	10	1,250
2	Weather Impact: Historical and 11-Month Forecasts	4	500
Phase 2: Tactical and Operational (The Controllable Factors)			
3	Technology: POS, Website, Social Apps, Marketing	8	1,000
4	Financial Analysis, Benchmarking, Cash Projections, Capital Investment	20	2,500
5	Golf Architectural, Maintenance and Deferred Capital Review	8	1,000
6	Operations - Golf Rate Study, Programming, Merchandising, Food and Beverage	12	1,500
7	Electronic Golfer Survey	10	1,250
Phase 3: Report and Implementation			
8	Findings Presented by August 31, 2024: Strategic Business Plan and Optimum Management Model Recommendation in PDF with PPTX presentation via a Council workshop	24	3,000
		120	15,000

Notes

1. The above fee schedule includes all fees and expenses, including two site visits including the presentation by Mr. Keegan to City Council. Any additional site visit done at the request of the city or with permission of the city will cost expenses only, including air fare, car rental, gas, hotel (Marriott Courtyard or equivalent), and \$100/day per diem.
2. We request an engagement fee of \$3,000 payable within 10 days of contract signing. At the conclusion of the first site visit, we will invoice one half of the balance remaining is due upon delivery of the draft report, with the balance due 15 days following delivery of final report or presentation, whichever is later. There is a 2% per month late payment fee on any invoice not paid within 30 days.



6. Scope of JJ Keegan+ Professional Services

The Team

Golf Convergence, formed in 2005 (Tax ID 20-23347789), is a consortium of leading golf experts whose mission statement is “to ensure your vision becomes a reality.” In 2016, we updated our brand to J.J. Keegan+ though our legal corporate name remains Golf Convergence. This evolution was made to reflect J.J. Keegan’s recognition by Golf Inc. Magazine as one of the Top 10 golf course consultants and best-selling authors in the golf industry.

Vince Lombardi stated, “Perfection is not attainable, but if you chase perfection, you will catch excellence.” Every day our goal is simple. My team merely tries to outperform itself. How does that philosophy benefit you?

Our team understands that the status quo is a formidable foe. We thrive on making the complicated simple. We focus on the results by creating an executable action plan- not just on generating theoretical options.

Professional Services

We assemble leading industry experts in the unique business disciplines required for the engagement. With myself as the lead principal, only the most qualified sub-contractors are retained. This business model ensures a comprehensive analysis of a value-based investment.



The services that we can offer are vast, including:

- Market & Economic Analysis
- Golf Course Viability Studies
- Strategic Planning
- Management Structure Optimization
- Drafting RFP: Golf Course Architects
- Drafting RFP: Third-Party Management
- Facility Assessment
- Capital Improvement Programming
- Organizational Development
- Information Management & Technology
- Financial Planning & Analysis
- Agronomy & Maintenance Assessment
- Labor Utilization
- Management
- Operations
- Marketing/Integrated Branding
- Customer Franchise Analysis
- Customer Loyalty
- Secret Shopper
- Customer Surveys



7. The Team

James J. Keegan,

Envisioning Strategist and Reality Mentor

2017 Golf Advisor of the Year

Known to his friends as “Rain Man” because of his amazing recall of any course he has played, any person he has met, or any place he has traveled, James J. Keegan has a zest for golf and life itself.

With a great heart and a quick mind, he has established a wide-ranging network within the golf industry, where there may be only one degree of separation from the management leaders who make a positive difference. He leverages his educational background with his extensive experience in the golf industry to frame a vision that all can understand. He quickly “cuts to the chase.”

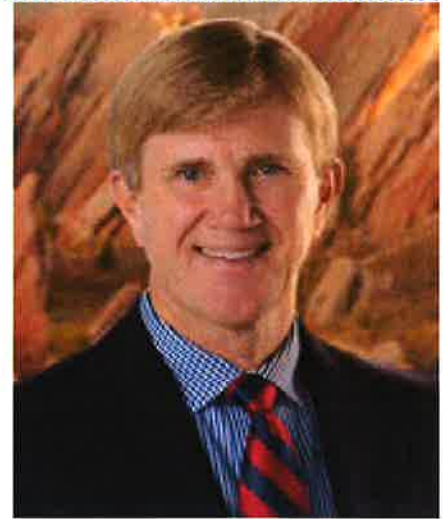
As Managing Principal, Keegan has traveled over 3,025,000 miles on United Airlines, visiting over 250 courses annually and meeting with owners and key management personnel at over 5,000 courses.

Having successfully combined his passion for golf with his business acumen, his experience makes him uniquely qualified to offer expert opinions on trends and issues facing golf courses today because of his direct knowledge and interaction with the golfing community.

An accomplished writer, Keegan published in June 2010, January 2012, January 2014, and August 2016, the award-winning book, “The Business of Golf- What Are You Thinking? How to Maximize the Financial Return of a Golf Course” (basic primer). In December 2013, Keegan published “The Business of Golf- Why? How? What?” (seasoned professionals). In June 2020, Keegan published “The Winning Playbook for Golf Courses: Shorts Cuts to Long-Term Financial Success.” These books have been purchased in 16 countries and utilized at 15 universities.

Keegan has been a panelist for Golf Magazine’s Top 100 Golf Courses from 2002- 2019, and he is also a former volunteer for the Colorado Golf Association and the USGA Sectional Affairs Committee. He has served as a course rater and rules official for numerous tournaments, including the local and sectional qualifying for the U.S. Open and the World Club Championship in Thailand.

A certified public accountant with a B.B.A. from Texas Christian University, Keegan earned an M.B.A. in corporate finance from the University of Michigan. He has also served as a captain in the United States Air Force Audit Agency and was a CPA, having worked at KPMG



Education

B.B.A., Texas Christian University
M.B.A., University of Michigan

Current and Former Memberships

Golf Course Superintendents Association of America
Club Managers Association
National Golf Foundation
National Golf Course Owners

Area of Expertise

Strategic Planning
Technology
Financial Analysis
Operational Analysis
Marketing & Customer Loyalty

What You May Not Know

Frequent Public Speaker and Webinar Host on the Business of Golf

Traveled to 58 countries to review golf courses



Cathy Harbin, LPGA, PGA

On Course Operations, President

Founder Cathy Harbin's pedigree includes Class A membership in the PGA of America since 1992 and a PGA Master Professional since 2000. She is also a member of the LPGA and CMAA. With over 20 years as an operator in the golf business, including 12 years managing the World Golf Village golf courses, Harbin has perfected training and operational systems that created a consistent world-class experience and sustainable profits. In 2017, she became the owner of the Pine Ridge Golf Course in Paris, Texas.

As Executive Director of Golf 20/20 for three years, Harbin helped drive the World Golf Foundation's mission: to increase awareness and participation in the game of golf. She led the successful launch of Get Golf Ready, a national instructional program, and the initiative continues its dedication to the future health of golf. She serves on the PGA of America Board of Directors from 2021- 2023.

Harbin's history as Vice President of Public Golf, Golf Academy, and Programming for ClubCorp in Dallas, Texas, provided experience overseeing more than 150 clubs, helping to drive rounds and revenue, and guiding exceptional member and guest experiences.

Harbin's dedication to the field of golf, combined with leadership insight, has resulted in an esteemed reputation with numerous accolades. Golf Inc. magazine named Harbin as one of the Most Admired Golf Course Operators, Golf News magazine named her Woman of the Year, and United Athletes Foundation named her Athlete of the Year.

In addition to receiving numerous PGA Chapter and Section awards from the PGA of America, Harbin has been honored by the community-at-large with recognition from the Florida Times-Union as one of the 7 Most Powerful Women in Sports and the Jacksonville Business Journal as a Women of Influence.

A recognized expert in golf, Harbin continues to be sought after and quoted in national and international publications.

Her client list includes the World Golf Foundation, PGA of America, GOLF 20/20, World Golf Village, The Slammer & Squire, The King & Bear, ClubCorp, Honours Golf, Arcis Golf, Scratch Golf, and American Golf.

Harbin will evaluate the programming at the **Adams Municipal Golf Course Golf Course** and determine alternatives for increased play, emphasizing the millennial market.



Education

Indiana State University, Terra Haute, IN. B.S. Business Management / Minor: Accounting

Memberships

CLASS A PGA Master Professional, one of only 330
CLASS A LPGA Professional
PGA General Manager Certification

Area of Expertise

Leadership
Results Driven
Customer Experience Delivery
Team Engagement
Revenue Generation
Strategic Planning

What You May Not Know

PGA Board Member

"Woman Of The Year" by Golf News
North Florida Section PGA –
"Standards of Excellence" Award

Operators Annual Award by Golf Inc.

7 Most Powerful Women in Sports

Florida's First Coast Hall of Fame



Trey Kemp, ASGCA - Golf Course Architect

Trey Kemp is a Golf Course Architect in the Dallas – Fort Worth metroplex. Trey has a very well-rounded golf background that includes 17 years of experience working as a Golf Course Architect on over 100 projects across the United States.

Prior to starting his own firm, he worked for Kimley-Horn. He got his start working as a Design Associate for Jacobson Golf Course Design in Libertyville, IL. There, he was involved with all phase of the design process on new construction and renovation projects across the country. After three years with Jacobson Golf Course Design, Trey became a Senior Golf Course Architect at Colligan Golf Design. There he was involved in many award-winning renovation and restoration projects.

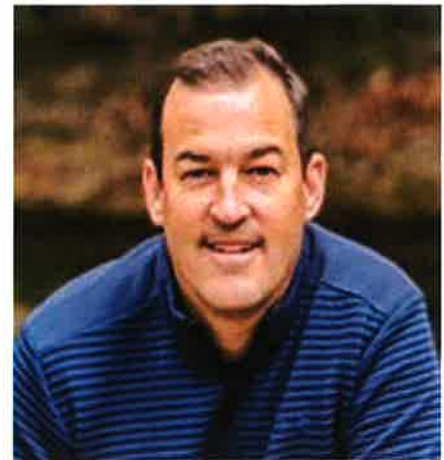
His golf experience also includes three and a half years as an Assistant Golf Professional at Onion Creek Club in Austin, Texas and he also worked on the maintenance crew at Dallas National Golf Club while in graduate school.

RELEVANT EXPERIENCE

Devine Golf Course Assessment, Devine, TX
Forest Creek Golf Course Assessment, Round Rock, TX
Northcliffe Golf Course Facility Assessment, Schertz, TX
Sugartree Golf Course Assessment, Lipan, TX
Texas Woman’s University Golf Course Assessment, Denton, TX

ADDITIONAL LOCAL PROJECTS

Meadowbrook Golf Course, Fort Worth, TX (current)
Dallas National Golf Club, Dallas, TX
Hidden Creek Golf Course, Burleson, TX
Irving Golf Club, Irving, TX
Luna Vista Golf Course, Dallas, TX
River Crest Country Club, Fort Worth, TX
Rockwood Park Golf Course, Fort Worth, TX
Rolling Hills Country Club, Arlington, TX
Squaw Creek Golf Course, Willow Park, TX
Squaw Valley Golf Course (Apache Links), Glen Rose, TX
Stevens Park Golf Course, Dallas, TX
Texas Rangers Golf Club, Arlington, TX



EDUCATION

University of Texas at Arlington, Master of Landscape Architecture

Texas State University, B.S. Geography & Planning

MEMBERSHIPS

American Society of Golf Course Architects (ASGCA)

United States Golf Association (USGA)

Texas Golf Association (TGA)

North Texas Golf Course Superintendents Association (NTGCSA)

Perry Maxwell Society
(Founding Member)

Tillinghast Association

APPOINTMENTS/HONORS

N. Oak Cliff Greenspace Board Member (2020 – current)

Kimley-Horn Presidents UT Award (2020)

Golfweek Course Rater (2020 – current)

Dallas Morning News Golf **Panel**



Jorge Croda, CGCS

Member, Golf Course Superintendents of America

Jorge Croda, CGCS, has built a reputation, career, and brand on his ability to resurrect golf courses.

Croda, a native of Mexico, 54, first made a name for himself restoring the struggling Southern Oaks Golf Course in Burleson, Texas, near Fort Worth. There he encountered a layout that, in some areas, had more weeds than turf, literally. In short order, he turned Southern Oaks around from an eyesore and what golfers there described as an embarrassment into a track that today is showing up on lists of some of the best daily fee courses in the Dallas-Fort Worth metroplex.

Before displaying his skills at Southern Oaks, he performed similar feats at courses in Mexico. Whether it was Croda personally or the management company he formed that bears his name, he's had a hand in helping restore about ten golf courses in his native country.

As if that were not enough, he also works to help promote the golf course superintendent profession locally, as well as at the state and national levels, and does the same for members of his team, who, like him, are Mexican.

In an effort to help grow the game, he is a certified First Tee coach, proving there is something everyone in this business can do to make it a more vital industry for themselves and others.

Croda has been part of the GCSAA contingent that travels to Washington, D.C., on National Golf Day to meet with legislators and lobby on the industry's behalf. He has been a North Texas GCSA chapter board member and GCSAA chapter delegate. He speaks at national and international events, promoting the role of superintendents throughout the world, and last year was named his chapter's superintendent of the year.



Education

Universidad Regiomontana in Monterrey, Mexico. Majored in Engineer

Memberships

Golf Course Superintendents of America

HONORS/APPOINTMENTS

Finalist for the 2017 TurfNet Superintendent of the Year Award, presented by Syngenta.



8. Snapshot of Client Engagements

Evaluating Similar Assessments

With a vast library of examples that we could present demonstrating our experience in the insights and perspectives you seek to create a financial master plan, presented below are [links](#) to three such studies for your review:

City of Knoxville: Golf Course Operational and Financial Consulting Review- A 10 Year Vision. Investment \$43,000. September 2023.

City of Midland: A Golf Course Evaluation. Investment \$33,000. May 2024.

City of Plainview (Plainview Country Club): Executive Reviews. Investment \$11,000. March 2024.

You will note that the investment made in these studies is higher than anticipated for **City of Bartlesville**. In serving golf courses since 1989, we have learned that business practices have evolved. No longer are 100+ page reports in vogue. Thus, we prepare a PowerPoint presentation with an executive 20-page summary that outlines the recommendations and an efficient path for success. That report is supported by appendices.

In 2018, we conducted an extensive webinar series in cooperation with a Ph.D. Study for the Faculty Director of the Professional Golf Management program at Clemson University.

Participants included: Brooklyn Park, County of Bloomington (Illinois), Cedar Rapids, Columbus, Fort Worth, San Antonio, Spokane, Virginia Beach, Crystal Mountain Resort, Fernie Golf and Country Club, Golf Club at Brown Acres, Kokanee Springs Resort, Mecklenburg County, Northstar Golf Club; Oak Creek Golf Club (Irvine Company), Pine Meadow (Jemsek Family), Plum Creek Golf



Course, Play Golf Calgary, Silver Creek, Salt Lake City, Thornberry Creek at Oneida and Mussatto Golf Course at Western Illinois University.

Other clients we have served during the past ten-years include:

Municipalities: Alamo City Golf Trail, Cities of Albuquerque, Arlington, Baltimore, Brookings, Chattanooga, Englewood, Enid, Ft. Worth, Knoxville, Killeen, Lexington, Louisville, Mecklenburg County, Metro Parks – Tacoma, Midland, New Braunfels, Noblesville, Palo Alto, Plainview, Round Rock, Red Wing, Salt Lake City, South Bend, Spokane, Superior, Tacoma Parks, Toms River, Town of Eagle, Town of Yarmouth, and Unified Government - Kansas

Daily Fee: Arroyo Trabuco, Club at Indian Creek, Cutter Creek, Cypresswood, Green Valley Ranch, Hart Ranch, Plum Creek, Old Works, Oneida Nation, Silver Creek, Sun City Summerlin, Tempest, Timberline, University of Idaho, Winthrop University

Private Clubs: Canyon Lake, Craigowan, Eagles Bluff, Grand Forks, Green Meadow, Ravenna, St. Andrews- East, The Hills (New Zealand)

Resorts: Kokanee Springs, Prairie Club, San Vicente, Tahoe Donner



9. References

Municipal Golf Course References

Alamo City Golf Trail: Andrew Peterson, President & CEO, Golf Association San Antonio, Brackenridge Golf Course, 2315 Avenue B, San Antonio, Texas 78215, Ph (210) 908-5913 andrew@satxgolf.com Strategic Planning Webinar Series with Market Analysis and Technology Review.

City of Arlington, TX: Mr. Greg Durant, PGA Golf Services manager, Tierra Verde Golf Club, 7005 Golf Club Drive, Arlington, Texas 76001 Ph 817 548-5041 Greg.Durante@arlingtontx.gov Market Rate Analysis for the Texas Rangers Golf Club

City of Duluth, MN: Mr. Jim Filby-Williams, Director, Department of Public Administration, 411 West First Street, Duluth, MN 55802, Ph. 218 730 5319, jfwilliams@duluthmn.gov. Strategic Analysis regarding the economic viability of two golf courses, including financial modeling of 11 strategic options.

City of Round Rock, TX: Brian Stillman, Sports Facilities & Operations Manager, City of Round Rock, Texas, 221 East Main Street, Round Rock, TX 78664, Ph. 512-218-6607, bstillman@roundrock-texas.gov. Strategic Analysis and Feasibility Study including evaluation of current management company completed.

City of Spokane, WA: Mr. Jason Connelly, Executive Officer, Spokane Parks and Recreation, 808 W Spokane Falls Blvd # 5, Spokane, WA 99201, jconnelly@spokanecity.org, (509) 625-6211. Webinar Series Training for Staff completed February 2017.

Miami-Dade County, FL: Devin Meheen, PGA Golf Division, Chief, Miami-Dade County Parks, 6801 NW 186 Street, Miami, FL 33015, O: (305) 829-8456 X8, Devin.Meheen@miamidade.gov. Strategic Analysis

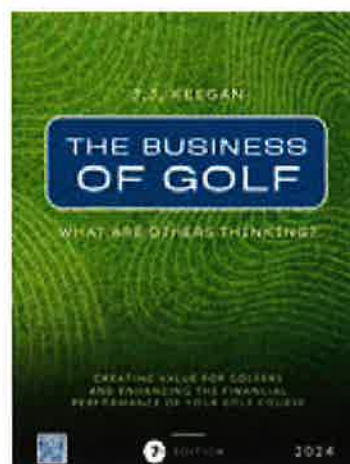
Oakland County, MI Thomas Hughes, Chief, Park Operations and Maintenance- South District, 2800 Watkins Lake Rd, Waterford, MI 48328, Mobile: 248.343.1011, hughest@oakgov.com, Strategic Analysis

Pinnacle Golf Services: Del Ratcliffe, PGA, President, Ratcliffe Golf Services, Inc., 800 Radio Road, Charlotte, NC 28216, Ph (704) 236-3921, dratcliffe@earthlink.net. Strategic Analysis.

Town of Eagle- Eagle Ranch Golf Club, CO: Jeff Boyer, PGA, General Manager, P.O. Box 2210 Eagle, CO 81631, (970) 328-2882, ext 3, jboyer@eagleranchgolf.com, Financial Master Plan

Want More....?

Our book, "The Business of Golf- What Are You Thinking?" 2016 edition includes attributions and acknowledgments received from industry leaders, including Mr. Greg Nathan, Chief Business Development Officer National Golf Foundation, who labeled J. J. Keegan as "Golf's Answer to Money Ball."



10. Request for Information

The understanding of the economic potential of a golf course involves many components: 1) reviewing strategic plans, 2) examining national trends, 3) analyzing local demographics and economics, 4) interviewing current management, and 5) surveying golfers.

Information Requested

To create value for this engagement, we would like, if possible, and if you deem appropriate, the following information assembled to facilitate the strategic review and operational analysis:

1. Business plan, if any, with all accompanying exhibits and supporting documents.
2. Historical data – past two fiscal years: Revenues and expenses, by G/L account code, for the entire golf operation, including green fees, carts, tournament and outing income, merchandise, food and beverage, banquets, etc.
3. Balance Sheet, including capitalization structure.
4. The operating budget, including maintenance, for the current year.
5. Capital expenditures during the past five years and deferred capital expenditure budget.
6. All contracts and leases, including golf carts and maintenance equipment.
7. Current outstanding loans with associated monthly debt service, if any.
8. Employees by position, including current salaries, years of experience, benefits, any vested public, senior, annual pass holders, loyalty card members), and their zip code.
9. The number of golfers by category (public, senior, annual pass holders, loyalty card members), including their zip code.
10. Rounds played by each category (SKU) during the past two years.
11. Current rate structure during the past two years and changes for the 2024 season, if anticipated.
12. Information management systems currently used by date of the last upgrade, including a description of hardware to include server, the number of workstations, etc.
13. Email list and course logo for the **Adams Municipal Golf Course**. Please merely assemble it, but do not forward it to us. If we collectively elect to undertake a golfer survey, we will have you launch the survey to protect the identity of your customers and their guests.
14. Listing of all direct competitors by course name, contact, and phone number to facilitate the competitive benchmarking review.



The following additional information would be a delightful bonus to ensure a comprehensive review.

15. Parks and Recreation Master Plan
16. Golf Course Architectural Master Plans, if available.
16. Clubhouse Architectural Master Plans, if available.
17. Listing of all special events, i.e., banquets, weddings, etc., for 2024.
18. Course and slope rating, along with copies of scorecard.
19. Listing of all tournament outings scheduled for 2024.



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to adopt an ordinance permitting the use of golf carts on City streets.

Attachments:
Ordinance

II. STAFF COMMENTS AND ANALYSIS

Councilmember Roszel has expressed an interest in exploring an ordinance that permit the safe use of golf carts on city streets. He and I have discussed this a few times in the past, and I was able to obtain a few model ordinances used by other cities in Oklahoma. The attached ordinance is the result of the review of these ordinances, input from City staff, and a final review by our City Attorney.

The major impacts of this ordinance are:

- Permit golf carts to be used on city streets
- Require a valid driver's license for any operators
- Only permitted on streets with speed limits not in excess of 35mph
- Passengers must sit in the designated seating area of the cart only
- Cart must maintain a speed less than or at 20mph
- State law relating to headlamps and tail lamps must be followed if a cart is used at night
- Must be posted as a slow moving vehicle
- Carts must follow all applicable rules of the road
- Carts may only enter a State highway for the perpendicular crossing of said highway

City staff supports the implementation of this ordinance. Please schedule this for our May 6 Council meeting.

III. BUDGET IMPACT

None

IV. RECOMMENDED ACTION

Approved the attached ordinance.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 19 – TRAFFIC AND VEHICLES OF THE BARTLESVILLE MUNICIPAL CODE ADDING PROVISIONS FOR THE SAFE OPERATION OF GOLF CARTS UPON CITY STREETS AND PROVIDING FOR RENUMBERING SUBSEQUENT SECTIONS.

WHEREAS, the City Council wishes to add a new Article to Chapter 19 of the Bartlesville Municipal Code to allow and regulate the safe use of golf carts upon city streets.

NOW, THEREFORE, BE IT ORDAINED, BY THE CITY COUNCIL OF THE CITY OF BARTLESVILLE, OKLAHOMA, that:

A new Article XVII titled “Golf Carts” shall be created in Chapter 19 of the Bartlesville municipal code that shall read as follows:

1. Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:
 - (1) *Golf cart* means a motor vehicle that:
 - i. Has no less than three wheels;
 - ii. Has a maximum speed of between 15-20 miles per hour;
 - iii. Is designed to carry not more than four persons including the driver; and
 - iv. Is manufactured primarily for operation on golf courses.
 - (2) *Insurance* means motor vehicle insurance which complies with the requirement set forth in O.S. title 36.
 - (3) *Slow moving vehicle emblem* means a sign which complies with the requirements set forth in 47 O.S. § 12-427.
2. A golf cart may be operated within the city limits, as expressly provided in this section.
 - (1) Any person operating a golf cart upon a city street must have a valid driver’s license acceptable to the State of Oklahoma.
 - (2) The individual operating the golf cart shall maintain financial responsibility for operation of such golf cart in accordance with the requirements set forth in O.S. title 36.
 - (3) Golf carts shall only be operated on city streets with a speed limit of no greater than 35 miles per hour.
 - (4) Only the number of people the golf cart is designed to seat may ride on the golf cart. Passengers must be seated at all times and shall not ride in the area designated for golf bags.

- (5) No golf cart may be operated at a speed greater than reasonable and prudent for existing conditions, or at a speed greater than 20 miles per hour.
- (6) No golf cart may be operated in a careless or reckless manner.
- (7) Golf carts must be operated to the extreme right of the roadway and must yield to all vehicular and pedestrian traffic.
- (8) Operation shall be during daylight hours only, except for those that are equipped with Department of Transportation (DOT) approved head lamps and tail lamps that are properly attached and adjusted as required by title 47 Oklahoma Statutes 12-203 Head Lamps, 47 Oklahoma Statutes 12-204 Tail Lamps, and 47 Oklahoma Statutes 12-206 Stop Lamps.
- (9) A slow-moving vehicle sign as defined in subsection (a) of this section must be posted upon said golf cart in accordance with state statutes.
- (10) Golf carts shall not be operated on or across any public or private property without the express permission of the property owner.
- (11) Golf carts may not be used for the commercial carrying of passengers or the hauling of freight.
- (12) Motorized golf cart operators must obey all traffic laws which can reasonably be applied to golf carts. However, laws dealing with motor vehicle licensing shall not apply.
- (13) Violation of this section may be enforced by the city police by any legal method prescribed by law, including, but not limited to, the following: Any person or entity violating any of the provisions of this section may be prosecuted in the same manner as misdemeanors are prosecuted and shall, upon conviction, be punished for each offense by a fine not to exceed \$500.00.
- (14) No golf cart shall be operated on any state highway except for the perpendicular crossing of a state highway located within the municipal boundaries of the city.

Subsequent articles of Chapter 19 of the Bartlesville municipal code shall be renumbered as follows:

ARTICLE XVIII. - ONE-WAY STREETS AND ALLEYS

ARTICLE XIX. - BICYCLES

ARTICLE XX. - EMERGENCY VEHICLES

ARTICLE XXI. - HAZARDOUS MATERIALS TRUCK ROUTES

ARTICLE XXII. - RAILROAD TRAINS AND CROSSINGS

ARTICLE XXIII. - SEATBELTS

**APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF
BARTLESVILLE THIS 6TH DAY OF MAY 2024.**

Jim Curd, Jr., Vice Mayor
City of Bartlesville

City Clerk
City of Bartlesville

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consideration and possible adoption of an ordinance to change the name of the east/west segment of Oak Park Road to Roane Road within the Oak Wood Addition.

Attachments:

- (1) Ordinance
- (2) Overall Site Development Plan
- (3) Exhibit of Segment to be Renamed

II. STAFF COMMENTS AND ANALYSIS

The housing development known as Arcadian will consist of the construction of over 100 single family residences on a majority of the lots within the Oak Wood Addition to the City of Bartlesville. As a pre-requisite to the construction of said homes, public infrastructure to serve the development must first be installed, including roads.

The plat for the Oak Wood Addition to the City of Bartlesville was recorded in Washington County in 1982. It dedicated right of way and established names for streets within the subdivision. In the western and northern portion of the subdivision, an east/west and north/south segment of right of way were both given the name Oak Park Road.

Modern street naming best practices generally seek to avoid giving perpendicular streets the same name to lessen confusion and improve the furnishing of police and fire protection to the residents of the city.

No other existing street or right of way within the City of Bartlesville aligns with this east/west segment of Oak Park Road and this east/west segment of Oak Park Road has not yet been constructed.

The developer of the Arcadian project intends to construct a portion of this east/west segment where it would connect to Virginia Ave. He supports the name change for the public safety reasons listed, and has suggested a name in honor of Billie Roane, the City Councilor that previously represented the area.

III. RECOMMENDED ACTION

Adopt the ordinance to change the name of the east/west segment of Oak Park Road to Roane Road within the Oak Wood Addition.

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE NAME OF THE EAST/WEST SEGMENT OF OAK PARK ROAD TO ROANE ROAD WITHIN OAK WOOD ADDITION TO THE CITY OF BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA.

WHEREAS, the plat for the Oak Wood Addition to the City of Bartlesville, recorded in Washington County in 1982, dedicated right of way and established names for streets within said subdivision; naming an east/west and north/south segment of right of way the same name – Oak Park Road; and

WHEREAS, the orderly naming of streets in the City of Bartlesville is essential to the public welfare and to the furnishing of police and fire protection to the residents of the city, and perpendicular streets of the same name are in conflict with this purpose; and

WHEREAS, no other existing street or right of way within the City of Bartlesville aligns with this east/west segment of Oak Park Road; and

WHEREAS, this east/west segment of Oak Park Road has not yet been constructed, and to avoid confusion and uncertainty, it is deemed appropriate to rename said segment; and

WHEREAS, the developer intending to construct a portion of this east/west segment has suggested a name in honor of a City Councilor that previously represented the area.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BARTLESVILLE, OKLAHOMA:

Section 1. The east/west segment of Oak Park Road right of way, located within the Oak Wood Addition to the City of Bartlesville, is renamed to Roane Road beginning at the intersecting point with Virginia Avenue and continuing west along properties with the legal description of Lots 1 through 12, Block 5 and Lots 13 through 22, Block 4, terminating at the northwest corner of Lot 13, Block 4.

Section 2. The remaining north/south segment of Oak Park Road within the Oak Wood Addition and all existing segments outside of the Oak Wood Addition are unchanged.

PASSED by the City Council and **APPROVED** by the Mayor of the City of Bartlesville, Oklahoma this 1st day of July, 2024.

Jim Curd, Jr., Vice Mayor

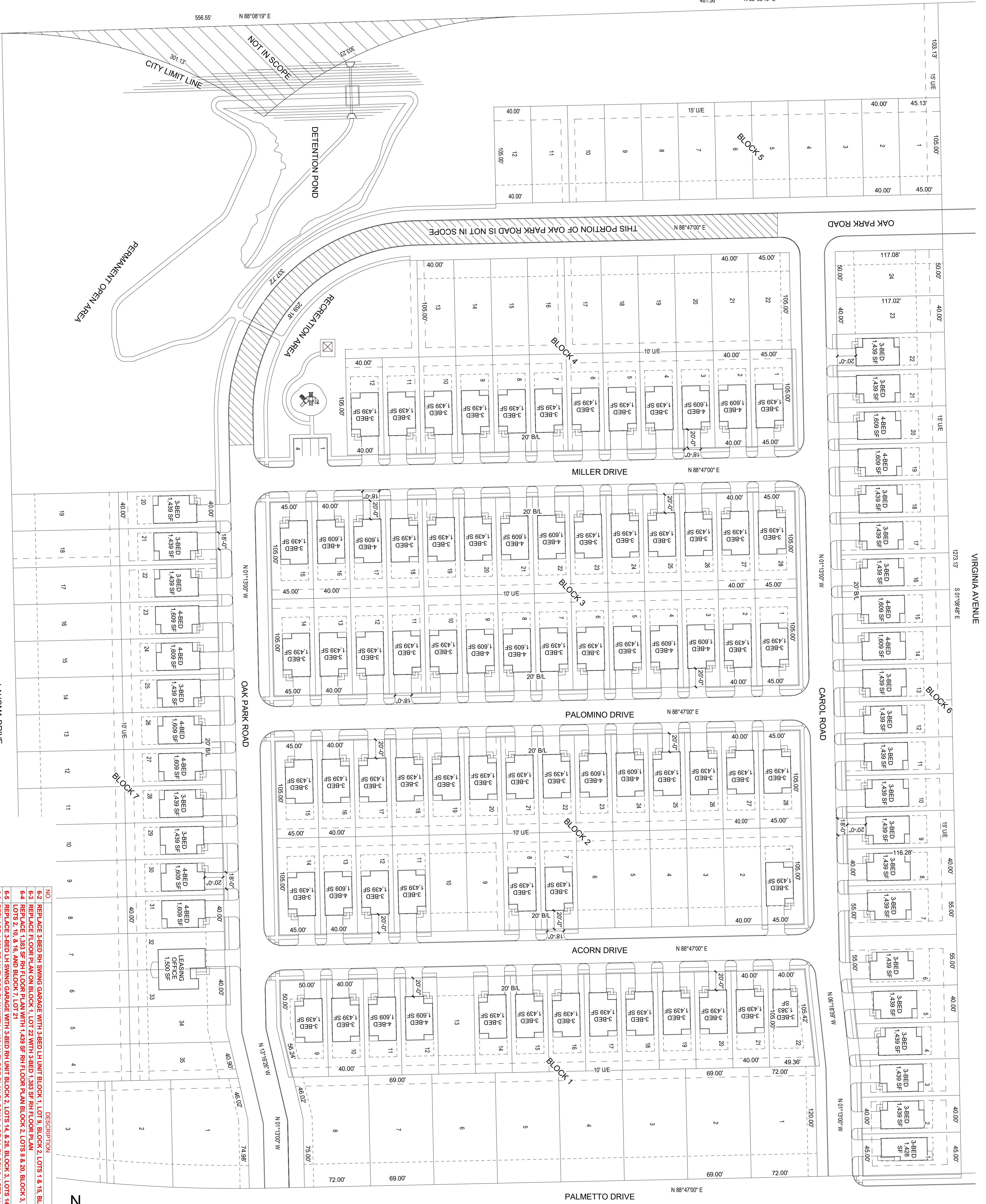
ATTEST:

Jason Muninger, CFO/City Clerk

481.56' N 88°08'19" E

556.55' N 88°08'19" E

1 SITE OVERVIEW
1" = 50'-0"



NO.	DESCRIPTION	DATE
1.0	REPLACE 3-BED RH SWING GARAGE WITH 3-BED LH UNIT BLOCK 1, LOTS 8, 15, BLOCK 3, LOTS 1, 8, 15, BLOCK 4, LOT 1	02/06/24
1.1	REPLACE 3-BED RH SWING GARAGE WITH 3-BED LH UNIT BLOCK 1, LOTS 8, 15, BLOCK 3, LOTS 1, 8, 15, BLOCK 4, LOT 1	02/06/24
1.2	REPLACE 3-BED RH SWING GARAGE WITH 3-BED LH UNIT BLOCK 1, LOTS 8, 15, BLOCK 3, LOTS 1, 8, 15, BLOCK 4, LOT 1	02/06/24
1.3	REPLACE 3-BED RH SWING GARAGE WITH 3-BED LH UNIT BLOCK 1, LOTS 8, 15, BLOCK 3, LOTS 1, 8, 15, BLOCK 4, LOT 1	02/06/24
1.4	REPLACE 3-BED RH SWING GARAGE WITH 3-BED LH UNIT BLOCK 1, LOTS 8, 15, BLOCK 3, LOTS 1, 8, 15, BLOCK 4, LOT 1	02/06/24
1.5	REPLACE 3-BED RH SWING GARAGE WITH 3-BED LH UNIT BLOCK 1, LOTS 8, 15, BLOCK 3, LOTS 1, 8, 15, BLOCK 4, LOT 1	02/06/24
1.6	REPLACE 3-BED RH SWING GARAGE WITH 3-BED LH UNIT BLOCK 1, LOTS 8, 15, BLOCK 3, LOTS 1, 8, 15, BLOCK 4, LOT 1	02/06/24
1.7	REPLACE 3-BED RH SWING GARAGE WITH 3-BED LH UNIT BLOCK 1, LOTS 8, 15, BLOCK 3, LOTS 1, 8, 15, BLOCK 4, LOT 1	02/06/24
1.8	REPLACE 3-BED RH SWING GARAGE WITH 3-BED LH UNIT BLOCK 1, LOTS 8, 15, BLOCK 3, LOTS 1, 8, 15, BLOCK 4, LOT 1	02/06/24
1.9	REPLACE 3-BED RH SWING GARAGE WITH 3-BED LH UNIT BLOCK 1, LOTS 8, 15, BLOCK 3, LOTS 1, 8, 15, BLOCK 4, LOT 1	02/06/24
1.10	REPLACE 3-BED RH SWING GARAGE WITH 3-BED LH UNIT BLOCK 1, LOTS 8, 15, BLOCK 3, LOTS 1, 8, 15, BLOCK 4, LOT 1	02/06/24
1.11	REPLACE 3-BED RH SWING GARAGE WITH 3-BED LH UNIT BLOCK 1, LOTS 8, 15, BLOCK 3, LOTS 1, 8, 15, BLOCK 4, LOT 1	02/06/24
1.12	REPLACE 3-BED RH SWING GARAGE WITH 3-BED LH UNIT BLOCK 1, LOTS 8, 15, BLOCK 3, LOTS 1, 8, 15, BLOCK 4, LOT 1	02/06/24
1.13	REPLACE 3-BED RH SWING GARAGE WITH 3-BED LH UNIT BLOCK 1, LOTS 8, 15, BLOCK 3, LOTS 1, 8, 15, BLOCK 4, LOT 1	02/06/24
1.14	REPLACE 3-BED RH SWING GARAGE WITH 3-BED LH UNIT BLOCK 1, LOTS 8, 15, BLOCK 3, LOTS 1, 8, 15, BLOCK 4, LOT 1	02/06/24
1.15	REPLACE 3-BED RH SWING GARAGE WITH 3-BED LH UNIT BLOCK 1, LOTS 8, 15, BLOCK 3, LOTS 1, 8, 15, BLOCK 4, LOT 1	02/06/24
1.16	REPLACE 3-BED RH SWING GARAGE WITH 3-BED LH UNIT BLOCK 1, LOTS 8, 15, BLOCK 3, LOTS 1, 8, 15, BLOCK 4, LOT 1	02/06/24
1.17	REPLACE 3-BED RH SWING GARAGE WITH 3-BED LH UNIT BLOCK 1, LOTS 8, 15, BLOCK 3, LOTS 1, 8, 15, BLOCK 4, LOT 1	02/06/24
1.18	REPLACE 3-BED RH SWING GARAGE WITH 3-BED LH UNIT BLOCK 1, LOTS 8, 15, BLOCK 3, LOTS 1, 8, 15, BLOCK 4, LOT 1	02/06/24
1.19	REPLACE 3-BED RH SWING GARAGE WITH 3-BED LH UNIT BLOCK 1, LOTS 8, 15, BLOCK 3, LOTS 1, 8, 15, BLOCK 4, LOT 1	02/06/24
1.20	REPLACE 3-BED RH SWING GARAGE WITH 3-BED LH UNIT BLOCK 1, LOTS 8, 15, BLOCK 3, LOTS 1, 8, 15, BLOCK 4, LOT 1	02/06/24
1.21	REPLACE 3-BED RH SWING GARAGE WITH 3-BED LH UNIT BLOCK 1, LOTS 8, 15, BLOCK 3, LOTS 1, 8, 15, BLOCK 4, LOT 1	02/06/24
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1.23	REPLACE 3-BED RH SWING GARAGE WITH 3-BED LH UNIT BLOCK 1, LOTS 8, 15, BLOCK 3, LOTS 1, 8, 15, BLOCK 4, LOT 1	02/06/24
1.24	REPLACE 3-BED RH SWING GARAGE WITH 3-BED LH UNIT BLOCK 1, LOTS 8, 15, BLOCK 3, LOTS 1, 8, 15, BLOCK 4, LOT 1	02/06/24
1.25	REPLACE 3-BED RH SWING GARAGE WITH 3-BED LH UNIT BLOCK 1, LOTS 8, 15, BLOCK 3, LOTS 1, 8, 15, BLOCK 4, LOT 1	02/06/24
1.26	REPLACE 3-BED RH SWING GARAGE WITH 3-BED LH UNIT BLOCK 1, LOTS 8, 15, BLOCK 3, LOTS 1, 8, 15, BLOCK 4, LOT 1	02/06/24
1.27	REPLACE 3-BED RH SWING GARAGE WITH 3-BED LH UNIT BLOCK 1, LOTS 8, 15, BLOCK 3, LOTS 1, 8, 15, BLOCK 4, LOT 1	02/06/24
1.28	REPLACE 3-BED RH SWING GARAGE WITH 3-BED LH UNIT BLOCK 1, LOTS 8, 15, BLOCK 3, LOTS 1, 8, 15, BLOCK 4, LOT 1	02/06/24
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1.30	REPLACE 3-BED RH SWING GARAGE WITH 3-BED LH UNIT BLOCK 1, LOTS 8, 15, BLOCK 3, LOTS 1, 8, 15, BLOCK 4, LOT 1	02/06/24
1.31	REPLACE 3-BED RH SWING GARAGE WITH 3-BED LH UNIT BLOCK 1, LOTS 8, 15, BLOCK 3, LOTS 1, 8, 15, BLOCK 4, LOT 1	02/06/24
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1.35	REPLACE 3-BED RH SWING GARAGE WITH 3-BED LH UNIT BLOCK 1, LOTS 8, 15, BLOCK 3, LOTS 1, 8, 15, BLOCK 4, LOT 1	02/06/24
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1.37	REPLACE 3-BED RH SWING GARAGE WITH 3-BED LH UNIT BLOCK 1, LOTS 8, 15, BLOCK 3, LOTS 1, 8, 15, BLOCK 4, LOT 1	02/06/24
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1.40	REPLACE 3-BED RH SWING GARAGE WITH 3-BED LH UNIT BLOCK 1, LOTS 8, 15, BLOCK 3, LOTS 1, 8, 15, BLOCK 4, LOT 1	02/06/24
1.41	REPLACE 3-BED RH SWING GARAGE WITH 3-BED LH UNIT BLOCK 1, LOTS 8, 15, BLOCK 3, LOTS 1, 8, 15, BLOCK 4, LOT 1	02/06/24
1.42	REPLACE 3-BED RH SWING GARAGE WITH 3-BED LH UNIT BLOCK 1, LOTS 8, 15, BLOCK 3, LOTS 1, 8, 15, BLOCK 4, LOT 1	02/06/24
1.43	REPLACE 3-BED RH SWING GARAGE WITH 3-BED LH UNIT BLOCK 1, LOTS 8, 15, BLOCK 3, LOTS 1, 8, 15, BLOCK 4, LOT 1	02/06/24
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1.45	REPLACE 3-BED RH SWING GARAGE WITH 3-BED LH UNIT BLOCK 1, LOTS 8, 15, BLOCK 3, LOTS 1, 8, 15, BLOCK 4, LOT 1	02/06/24
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1.47	REPLACE 3-BED RH SWING GARAGE WITH 3-BED LH UNIT BLOCK 1, LOTS 8, 15, BLOCK 3, LOTS 1, 8, 15, BLOCK 4, LOT 1	02/06/24
1.48	REPLACE 3-BED RH SWING GARAGE WITH 3-BED LH UNIT BLOCK 1, LOTS 8, 15, BLOCK 3, LOTS 1, 8, 15, BLOCK 4, LOT 1	02/06/24
1.49	REPLACE 3-BED RH SWING GARAGE WITH 3-BED LH UNIT BLOCK 1, LOTS 8, 15, BLOCK 3, LOTS 1, 8, 15, BLOCK 4, LOT 1	02/06/24
1.50	REPLACE 3-BED RH SWING GARAGE WITH 3-BED LH UNIT BLOCK 1, LOTS 8, 15, BLOCK 3, LOTS 1, 8, 15, BLOCK 4, LOT 1	02/06/24

HANS THOMAS & ASSOCIATES
 ARCHITECTURAL SOLUTIONS
 4741 CENTRAL STREET #1355
 KANSAS CITY, MISSOURI
 P 816.686.2242

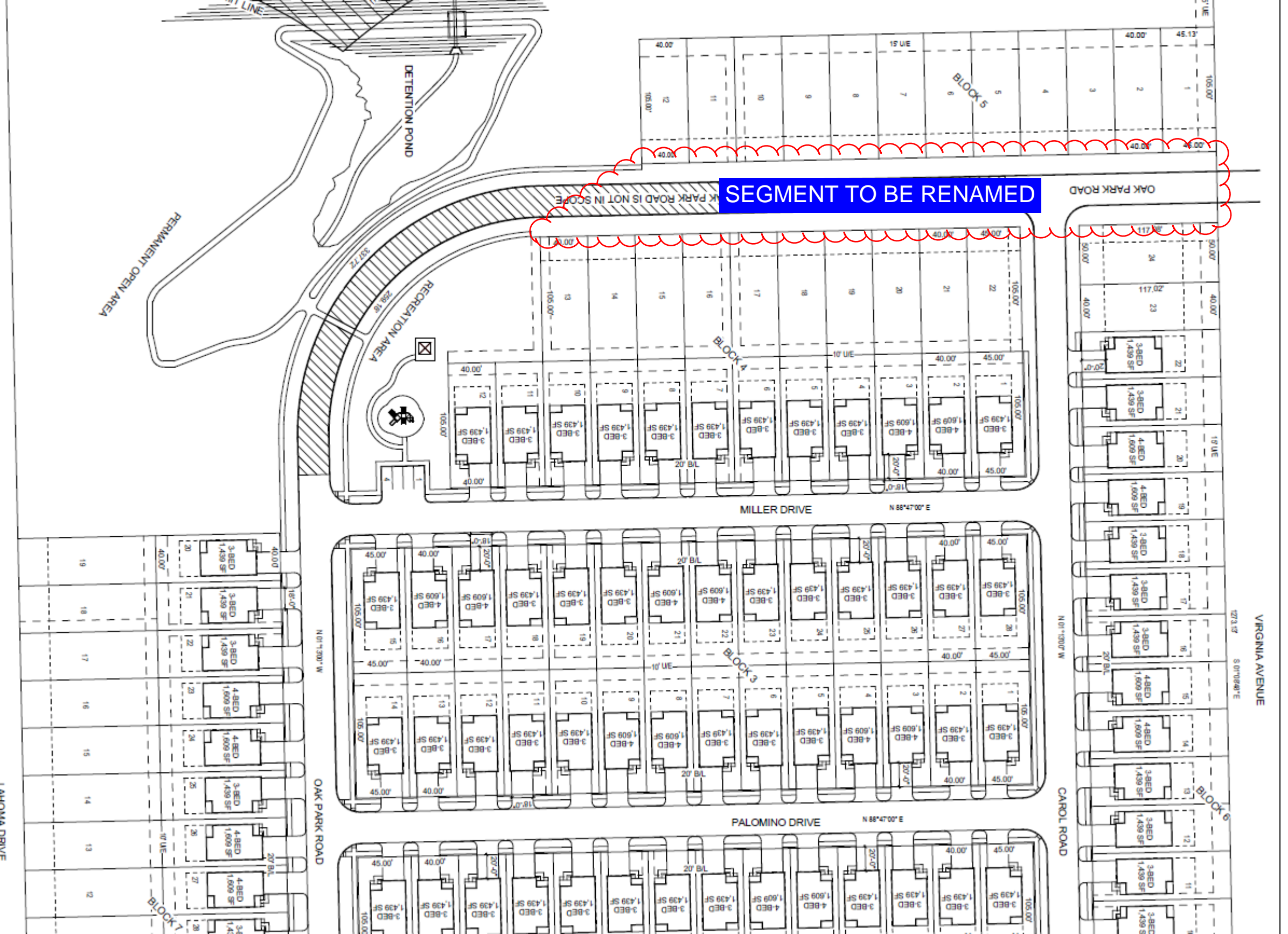
ARCADIAN ADDITION

BARTLESVILLE, OKLAHOMA

HANS R. THOMAS, ARCHITECT
 OK 6795
 LICENSED ARCHITECT

DATE: 02.12.24
 SHEET NO. A001
 SITE OVERVIEW

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SEGMENT TO BE RENAMED

OAK PARK ROAD IS NOT IN SCOPE

BLOCK 5

BLOCK 4

BLOCK 3

BLOCK 6

BLOCK 7

DETENTION POND

RECREATION AREA

PERMANENT OPEN AREA

MILLER DRIVE N 88°47'00" E

PALOMINO DRIVE N 88°47'00" E

N 01°13'00" W

OAK PARK ROAD

N 01°13'00" W

CAROL ROAD

VIRGINIA AVENUE

123.13'

5.01°08'41" E

123.13'

5.01°08'41" E

149.00' DRIVE

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action on an ordinance amending Appendix D – General Schedule of Fees, which establishes the fees and costs charged by the City of Bartlesville; authorizing periodic adjustment and the waiver of fees by the City Manager.

II. STAFF COMMENTS AND ANALYSIS

In alignment with the Council’s vision for maintaining fiscal responsibility and transparency in city services, I am pleased to submit this ordinance amending Appendix D – General Schedule of Fees.

The proposed Appendix D, as set forth in Exhibit A, maximizes transparency and provides a reference source for citizens and those transacting business with the City. Adjustments to the fees are necessary to ensure that the City recovers the costs and expenses associated with providing certain services.

Specifically, Chapter 6 of Appendix D addresses fees related to Parks and Recreation. This includes special event permits, film permits, road closure fees, and various other permits and rental fees for shelters, sports fields, and recreation facilities. The detailed breakdown of these fees ensures that the city can continue to maintain and improve its recreational amenities and services.

III. RECOMMENDED ACTION

Approval of the ordinance amending Appendix D – General Schedule of Fees, as set forth in Exhibit A, authorizing the City Manager to adjust fees as needed to ensure cost recovery and to waive fees when determined to be in the best interest of the City within the authority granted by the Bartlesville Code of Ordinances.

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX D – GENERAL SCHEDULE OF FEES, WHICH ESTABLISHES THE FEES AND COSTS CHARGED BY THE CITY OF BARTLESVILLE; AUTHORIZING PERIODIC ADJUSTMENT AND THE WAIVER OF FEES BY THE CITY MANAGER.

WHEREAS, the City Council of the City of Bartlesville during the Fiscal Year 2025 budgeting process reviewed the fees charged for business licenses, inspections, utility services, zoning, rental fees, and other services provided by the City; and

WHEREAS, presently, all fees regarding City services are in the City’s Manual of Fees; and

WHEREAS, Appendix D – General Schedule of Fees, as set forth in Exhibit A attached hereto, maximizes transparency, and provides a reference source for citizens and those transacting business with the City; and

WHEREAS, the fees charged for City services need adjustments to ensure the City will recover the costs and expenses associated with providing certain services;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BARTLESVILLE:

Section 1. The attached Appendix D – General Schedule of Fees, attached hereto as Exhibit A, is hereby approved.

Section 2. The City Manager is authorized to adjust fees, as needed, to ensure the City will recover its expenses for services, and is hereby further authorized to waive fees if it is determined to be in the best interest of the City and within the authority granted by the Bartlesville Code of Ordinances.

PASSED by the City Council and **APPROVED** by the Vice-Mayor on this 1st day of July 2025.

Vice-Mayor, Jim Curd Jr.

ATTEST:

City Clerk

Exhibit A

APPENDIX D. GENERAL SCHEDULE OF FEES

CHAPTER 1. GENERAL PROVISIONS.

Section D-1-1. Title and purpose.

This appendix shall be known as the "General Schedule of Fees" and shall contain the dollar amounts of all fees, except taxes and certain other fees, authorized in the Bartlesville Municipal Code.

Section D-1-2. Organization.

The General Schedule of Fees shall be organized in a manner which corresponds with the chapters and articles of the Bartlesville Municipal Code. For each chapter of the Municipal Code, there shall be a corresponding "title" within the General Schedule of Fees which shall begin with "D," to designate Appendix D of the Municipal Code, followed by a dash and the chapter number of the chapter of the Municipal Code authorizing the fee. Within said format, each fee or group of fees shall be assigned a sequential section number.

Section D-1-3. Code references.

Effective with the adoption of this Appendix, whenever a fee is to be authorized and the fee amount to be placed in the General Schedule of Fees, the wording in the Code shall be, "The amount of such fee shall be as established in Appendix D, the General Schedule of Fees." Wherever the Code presently provides that the amount of a fee shall be as provided by separate or independent ordinance, such reference shall henceforth be read as referring to the fee amounts provided in Appendix D, the General Schedule of Fees.

Section D-1-4. Authorization to codifier to amend wording.

As pages of the Bartlesville Municipal Code are necessarily pulled for supplementation, whether the language references a fee amount, such wording shall be changed to read, "The amount of such fee shall be as established in Appendix D, the General Schedule of Fees."

Section D-1-5. Payment required.

All persons required by the Bartlesville Municipal Code to pay a fee for a license, permit, certificate, inspection, action, use or other service shall pay to the City the amount established in the General Schedule of Fees.

Sections D-1-6—D-1-10. Reserved.

CHAPTER 2. ADMINISTRATION.

Section D-2-1. Copies of existing public records.

Except as otherwise provided in this schedule of by State Statutes, the fees for copying of existing public records of the City pursuant to a request made pursuant to the Oklahoma Open Records Act shall be as follows:

Section D-2-2. Other fees. [reserved.]

CHAPTER 5. BUSINESS AND OCCUPATION LICENSES.

Section D-5-1. General business license. (section 5-42)

- (a) Each Business Location \$40.00 per year
- (b) Each Business Activity \$40.00 per year

Section D-5-2. Vehicle inspection fee. (section 5-72)

- (a) Each Vehicle \$10.00 per year

Section D-5-3. Alcoholic beverage license by type. (section 5-92)

License Type	Fee
Supplier	
Brewer	\$1,250.00 per year
Small Brewer	\$125.00 per year
Small Brewer Self-Distribution	\$750.00 per year
Brew Pub Self-Distribution	\$750.00 per year
Winemaker	\$625.00 per year
Small Farm Winery	\$75.00 per year
Winemaker Self-Distribution	\$750.00 per year
Distiller or Rectifier	\$3,125.00 per year
Wine and Spirits Wholesaler	\$3,000.00 per year
Beer Distributor	\$750.00 per year
Off Premises Consumption	
Retail Spirits (includes retail wine and beer)	\$900.00 per year
Retail Wine (wine only)	\$1,000.00 per year
Retail Beer (beer only)	\$500.00 per year
On Premises Consumption	
Mixed Beverages	\$1,000.00 first year \$900.00 renewal

Beer and Wine	\$500.00 first year \$450.00 renewal
Brew Pub	\$1,000.00 per year
Brew Pub if licensee also holds a mixed beverage or wine and beer permit	\$50.00 per year
Mixed beverage/caterer combination	\$1,250.00 first year \$1,150.00 renewal
Caterer	\$1,000.00 first year \$900.00 renewal
Hotel or Airline/Railroad Beverage	\$1,000.00 first year \$900.00 renewal
Events	
Annual Special Event	\$55.00 per year
Quarterly Special Event	\$55.00 per quarter
Annual Public Event	\$1,000.00 per year
One-Time Public Event	\$255.00 per event
Charitable Auction	\$1.00 per auction
Charitable Alcoholic Beverage Event	\$55.00 per event

Section D-5-4. Coin-operated amusement and product vending machines. (section 5-101)

- (a) Each coin-operated music or movie device \$55.00 per year
- (b) Each coin-operated amusement device \$55.00 per year
- (c) Each coin-operated vending device requiring a coin or thing of value of \$0.25 or more \$55.00 per year
- (d) Each coin-operated tobacco vending device \$55.00 per year
- (e) Each coin-operated rental products vending device \$55.00 per year
- (f) Each coin-operated vending device requiring a coin or thing of value of less than \$0.25 \$7.50 per year
- (g) Each coin-operated bulk vending device with six to ten distribution mechanisms requiring a coin or thing of value of \$0.25 or more \$3.75 per year
- (h) Each coin-operated bulk vending device requiring a coin or thing of value of less than \$0.25 \$1.50 per year
- (i) Each coin-operated bulk vending device with a single distribution mechanism requiring a coin or thing of value of \$0.25 or more \$3.75 per year
- (j) Each coin-operated bulk vending device with two to five distribution mechanisms requiring a coin or thing of value of \$0.25 or more \$11.25 per year
- (k) Each coin-operated bulk vending device with six to ten distribution mechanisms requiring a coin or thing of value of \$0.25 or more \$22.50 per year
- (l) Each coin-operated bulk vending device with eleven to fifteen distribution mechanisms requiring a coin or thing of value of \$0.25 or more \$33.75 per year
- (m) Each coin-operated bulk vending device with sixteen to twenty distribution mechanisms requiring a coin or thing of value of \$0.25 or more \$45.00 per year

Section D-5-5. Septic tank cleaning and hauling service.

- (a) Annual Permit Fee. (Section 5-110)\$100.00 per year
- (b) Disposal Fee. (Section 5-113)
 - (1) Haulers located inside City limits\$60.00 per 1,000 gallons of waste
 - (2) Haulers located outside City limits\$90.00 per 1,000 gallons of waste
- (c) Testing Fee. (Section 5-113)\$15.00 per test performed

Section D-5-6. Sexually oriented business—operator license. (section 5-122)

- (a) Application and Investigation Fee\$1,000.00 per year
- (b) Annual License Fee\$500.00 per year

Section D-5-7. Electrical, mechanical, and plumbing contractors. (section 5-131)

- (a) Registration of State License\$100.00 Initial Registration
- (b) Renewal of Registration\$25.00 per year

Section D-5-8. Temporary business license. (section 5-183)

- (a) Door-to-Door Solicitors or Peddlers\$100.00 per month
 - \$25.00 per week
 - \$5.00 per day
- (b) Transient Merchants\$40.00 per month
 - \$10.00 per week
 - \$2.00 per day
- (c) Temporary Food Service Establishment\$20.00 per month
 - \$5.00 per week
 - \$1.00 per day

Section D-5-9. Employee license. (section 5-220)

- (a) Chauffeurs License\$40.00 per year
- (b) Sexually Oriented Business Employee License\$150.00 per year
- (c) Door-to-Door Solicitors or Peddlers License\$100.00 per month
 - \$25.00 per week
 - \$5.00 per day

CHAPTER 6. PARKS AND RECREATION FEE'S.

Section D-6-1. Special Event Fees*. (section 13-5)

Special Event Permit	\$40.00
Film Permit	\$40.00
Road Closure Fee	\$25.00/hr. per employee
Tent or Temporary Structure Permit	\$20.00
Event Merchant	\$2.00 Per Day
Pole Banner Installation	\$15.00 Per Banner, Minimum Fee of \$100.00

* Other permits or licenses may be required depending on regulations from the City, State or County.

Section D-6-2. Shelters. (section 13-5)

<i>Park Shelter Reservations</i>	<i>First Two Hours</i>	<i>Each Additional Hour</i>
Regular Shelters	\$12.50	\$7.50
Pavilion at City Center in Johnston Park	\$25.00	\$10.00

Two Hour Minimum Reservation Required.

Section D-6-3. Sports & Recreation Facilities. (section 13-5)

<i>Sports Fields Reservations/Rental</i>	<i>Per Hour</i>	<i>Per Hour with Lights*</i>
Baseball Fields	\$10.00 Per Field	\$15.00 Per Field
Softball Fields	\$10.00 Per Field	\$15.00 Per Field
Soccer Fields	\$10.00 Per Field	\$15.00 Per Field
Pickle Ball Courts	\$5.00 Per Court	\$10.00 Per Court
Tennis Courts	\$5.00 Per Court	\$10.00 Per Court

* Light Key Deposit of \$50.00 maybe required

<i>Pools Frontier & Sooner Pools</i>	<i>Entry Pricing</i>	<i>Entry Punch Cards 10 Entries</i>	<i>Entry Punch Cards 20 Entries</i>
6 & Under	\$2.00	\$15.00	\$28.00
7 & Up	\$4.00	\$30.00	\$56.00
65 & Up	\$2.00		
Active Military	\$2.00		

Per Section 13-5 (f), The city council may elect to enter into a contract, lease, or agreement with any other public or private entity for the use, operation, and/or management of any park, recreational facility, open space area or part thereof.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and approve addendum and amendment #1 to the Disposition and Development Agreement between the City of Bartlesville, Buffalo Roam, and Bartlesville Redevelopment Trust Authority.

Attachments:

- Addendum to Disposition and Development Agreement
- Amendment #1 to Disposition and Development Agreement
- Original Buffalo Roam Economic Development Agreement Packet

II. STAFF COMMENTS AND ANALYSIS

Previously, the City of Bartlesville, Buffalo Roam, and Bartlesville Development Authority have entered into a Disposition and Development Agreement that defined the rights and obligations of all three parties. This agreement forms the basis for the economic development transaction with Buffalo Roam.

In order to close the transaction, receive title to the building, and become eligible for the City's funding, Buffalo Roam must first obtain the financing or private equity sufficient to cover their share of the deal. Buffalo Roam has now attained approval for financing with Blue Sky Bank. However, Blue Sky Bank required Buffalo Roam to create a separate real estate holding company for ownership of the building.

As such, it is necessary for the Council and BRTA board to approve an addendum adding the real estate holding company, 520 S Osage, LLC, to the Disposition and Development Agreement. This addendum does not alleviate Buffalo Roam's obligations under this agreement as it only adds 520 S Osage, LLC as a party to Buffalo Roam's portion of the agreement. The attached addendum has been reviewed and approved by City Staff and the City Attorney.

Additionally, the Disposition and Development Agreement includes, as a requirement prior to closing, that Buffalo Roam provide a completion bond and construction bond. However, these bonds are typically only available after award of a contract. The award of contract will only occur after closing. In order to navigate this obstacle, Buffalo Roam has proposed that we amend the agreement to provide that all bonds will be provided within 120 days of closing but before construction begins. City Staff and the City Attorney have reviewed the attached addendum.

Please schedule this for presentation and approval at the July City Council meeting.

III. RECOMMENDED ACTION

Approve the attached addendums.

ADDENDUM TO DISPOSITION AND DEVELOPMENT AGREEMENT

This Addendum ("Addendum") is made and entered into effective as of the 19th day of June, 2024, by and among the City of Bartlesville, Oklahoma, a municipal corporation ("City"), the Bartlesville Redevelopment Trust Authority, an Oklahoma public trust ("BRTA"), Buffalo Roam Studios LLC, an Oklahoma limited liability company ("Buffalo Roam" or "Developer"), and 520 S Osage, LLC, an Oklahoma limited liability company ("520 S Osage, LLC").

RECITALS

WHEREAS, the City, BRTA, and Buffalo Roam entered into that certain Disposition and Development Agreement dated October 16th 2023 ("Agreement"), concerning the conveyance and development of the property located at 520 South Osage Avenue, Bartlesville, Oklahoma 74003 ("Property");

WHEREAS, 520 S Osage, LLC, an Oklahoma limited liability company, is the intended owner of the Property and desires to be included as a party to the Agreement;

WHEREAS, the parties desire to amend the Agreement to include 520 S Osage, LLC as a party to the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Addition of 520 S Osage, LLC as a Party:** a. 520 S Osage, LLC is hereby added as a party to the Agreement and shall assume all rights, duties, obligations, and liabilities as an "Owner" under the Agreement. b. All references to "Developer" in the Agreement shall be deemed to include both Buffalo Roam Studios LLC and 520 S Osage, LLC, jointly and severally.
2. **Assumption of Obligations:** a. 520 S Osage, LLC agrees to comply with all terms and conditions of the Agreement as if it were an original signatory thereto. b. 520 S Osage, LLC acknowledges and accepts the obligations and responsibilities set forth in the Agreement, including but not limited to the development and operation of the film studio and film educational facility as described therein.
3. **Notices:** a. For the purposes of Section 11.1 of the Agreement, notices to 520 S Osage, LLC shall be addressed as follows:
 - o 520 S Osage, LLC
 - o ATTN: Jeff Smith
 - o 520 S Osage
 - o Bartlesville OK, 74003
4. **No Other Changes:** a. Except as expressly modified by this Addendum, all terms, conditions, and provisions of the Agreement shall remain in full force and effect.
5. **Counterparts:** a. This Addendum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

CITY OF BARTLESVILLE, OKLAHOMA
a municipal corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

BARTLESVILLE REDEVELOPMENT TRUST AUTHORITY
an Oklahoma public trust

By: _____
Name: _____
Title: _____

BUFFALO ROAM STUDIOS LLC
an Oklahoma limited liability company

By: _____
Name: Jeff Smith
Title: Member

520 S OSAGE, LLC
an Oklahoma limited liability company

By: _____
Name: Jeff Smith
Title: Member

FIRST AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT

This First Amendment ("Amendment") is made and entered into effective as of the ____ day of _____, 2024, by and among the City of Bartlesville, Oklahoma, a municipal corporation ("City"), the Bartlesville Redevelopment Trust Authority, an Oklahoma public trust ("BRTA"), and Buffalo Roam Studios LLC, an Oklahoma limited liability company and 520 S Osage, LLC ("Developer").

I. RECITALS

WHEREAS, the City, BRTA, and Developer entered into that certain Disposition and Development Agreement dated _____ ("Agreement"), concerning the conveyance and development of the property located at 520 South Osage Avenue, Bartlesville, Oklahoma 74003 ("Property");

WHEREAS, the Agreement contains provisions for a Completion Guaranty Bond and Payment and Performance Bonds;

WHEREAS, the parties desire to amend the Agreement to revise the timing and conditions for providing the Completion Guaranty Bond and Payment and Performance Bonds;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

II. AMENDMENTS TO SECTIONS 4.3 AND 4.4

1. **Amendment of Section 4.3:** Section 4.3 of the Agreement is hereby amended to read as follows:

4.3. Completion Guaranty Bond. Within 120 days after closing and or before any construction begins and or before any funds are transferred to Developer from escrow, Developer shall provide to the City a Completion Guaranty Bond, in favor of and in form acceptable to the City covering the full anticipated costs of the Project as described in the Development Plan.

2. **Amendment of Section 4.4:** Section 4.4 of the Agreement is hereby amended to read as follows:

4.4. Payment and Performance Bonds. Within 120 days of closing and prior to construction commencing and or before any funds are transferred to Developer from escrow, Developer shall provide to the City copies of the payment and performance bonds of its general contractor(s), in form, substance, and amount acceptable to the City, covering any contractors, subcontractors, and materialmen involved or expected to be involved in the construction of the Project. In addition to providing the copies provided above, Developer and the City shall enter into an agreement in form acceptable to Developer's

lender, that will provide for an assignment or transfer of funds from the performance bonds to the City in event the performance bonds are triggered at any point during construction.

3. **No Other Changes:** Except as expressly modified by this Amendment, all terms, conditions, and provisions of the Agreement shall remain in full force and effect.
4. **Counterparts:** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

CITY OF BARTLESVILLE, OKLAHOMA
a municipal corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

BARTLESVILLE REDEVELOPMENT TRUST AUTHORITY
an Oklahoma public trust

By: _____
Name: _____
Title: _____

BUFFALO ROAM STUDIOS LLC
an Oklahoma limited liability company

By: _____
Name: _____
Title: _____

520 S OSAGE LLC
an Oklahoma limited liability company

By: _____
Name: _____
Title: _____

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

This memo shall serve as the staff report for multiple related agenda items which are listed below.

Discuss and take action to approve an addendum to the lease agreement between City of Bartlesville and First Christian Church.

Discuss and take action to approve Bartlesville Film Authority Trust declaration.

Discuss and take action to appoint a member of the City Council to serve as Trustee on the Bartlesville Film Authority.

Discuss and take action to approve Project Cost Advancement MOU between the City of Bartlesville and the Bartlesville Redevelopment Trust Authority.

Discuss and take action to approve Disposition and Development Agreement between the City of Bartlesville, the Bartlesville Redevelopment Trust Authority, and Buffalo Roam Studios, LLC.

Attachments:

Lease addendum between First Christian Church and City of Bartlesville
Bartlesville Film Authority Trust Declaration
Project Cost Advancement MOU between City and BRTA
Disposition and Development Agreement between City, BRTA, and Buffalo Roam

II. STAFF COMMENTS AND ANALYSIS

On December 10, 2021, the City entered into an MOU with First Christian Church which provides for the donation of the FCC building to the City under certain conditions. After the convention center feasibility study indicated that FCC was not economically feasible as a convention center at this time, the City with FCC's blessing issued an RFP to the public.

In this RFP the City asked for the public to submit proposals to convert the FCC building to a productive, private use. We received 6 proposals, but the one favored by the review committee was Buffalo Roam (BR). Buffalo Roam (BR) proposed to convert the FCC building into a film studio and film institute with a minimum private investment of \$2M.

The Council heard the recommendation from the review committee at its May 1, 2023 Council meeting. On September 5, 2023, the City Council approved a terms sheet between the City, BRTA, and BR. The major terms are summarized below:

City responsibility:

- Provide \$2M in funding via the Economic Development Fund and BRTA TIF #1
 - Funds will be placed in escrow. Disbursements will require approval of new Bartlesville Film Authority
 - BR may spend and be reimbursed up to \$280k for expenses incurred for improvements made to the FCC during the early access period
- City will transfer ownership of FCC building to BR
- Provide early access via lease to BR

Buffalo Roam's responsibility:

- Will provide at least \$2M in private investment for the project
- Rehab existing FCC building
- Construct new building that will house sound stage

There were various other technical details included in the term sheet, but the above terms are the major components. The major milestones upon which we agreed are detailed below.

- Closing of finance and development agreement – October 31, 2023
- Construction to commence – no later than December 31, 2023
- FCC renovation complete – 14 months after start
- Sound stage complete – no later than 1/1/25

At this point in the project, we now have the final documents necessary to finalize this deal.

Specifically, we have the final lease with “purchase option” between the City and FCC. This lease was previously approved by the Council, but FCC has requested the attached addendum which addresses the responsibility for the columbaria. Staff and Buffalo Roam are both in support of this addendum.

We will also approve the trust authority declaration which will start the process of creating the Bartlesville Film Authority. We will also need to appoint one Councilmember to serve on this board. The other members shall be Tracy Roles, a BDA appointee, a BRTA appointee, and a Visit Bartlesville appointee.

During discussions with the BRTA, there was concern that this large of a withdraw from their cash reserves at this time may create a shortfall for projects that are currently under discussion. In order to backstop the BRTA against any short-term cash flow issues, the City is agreeing to loan up to \$1M from the Economic Development Fund. The BRTA will repay these funds from future TIF property tax receipts. This MOU is integral to ensuring the BRTA can meet their commitment to provide \$1M in funding for this project.

The final document to be approved as part of this transaction is the Development Agreement between the City, BRTA, and Buffalo Roam. This document tracks along with the terms included in the term sheet approved September 5, 2023.

Each of these items is dependent upon all the others, so while they will be considered individually, they truly are a package. Please let me know if you have any questions or concerns.

III. RECOMMENDED ACTION

Approve all attached documents as presented.

ADDENDUM

This "Addendum" is made and entered into on this ___ day of October, 2023, by and between First Christian Church, hereinafter referred to as "Lessor", and the City of Bartlesville, hereinafter referred to as "Lessee".

RECITALS

A. The Lessor, and the Lessee, entered into a Lease Agreement for the lease with option to purchase certain property, dated as of the ___ day of October, 2023 ("Agreement").

B. The Parties have determined and agreed to replace certain terms contained in the Agreement relating to the Columbaria and the engraved church name located upon the exterior West wall.

AGREEMENT

The Lease Agreement entered into by the Parties is amended, modified and supplemented to in the following respects only:

1.) The following paragraph 8 of the Agreement is amended to read as follows, to wit:

8. Columbaria. The two (2) existing Columbaria in the Church shall remain in use on the property for a term of five (5) years with the commitment that at the end of five (5) years the Lessee shall take possession of the cremation remains remaining in the Columbaria and shall place them, at Lessee's expense, at White Rose Cemetery, in such manner as is customary and in the discretion of Lessee. Following the execution of this Agreement, Lessor shall send by first class mail notice to the known family members, as previously determined, that the families must claim their remains before the end of the five (5) year term if they do not want them moved to White Rose Cemetery. During the five (5) year term, Lessee, or its Assigns, including any subsequent transferee of the property, shall allow access to the Columbaria for family members upon a reasonable request and at a reasonable time.

2.) As an additional term of the Agreement, the transferee of the Lease Agreement, and or new title holder to the property, which is contemplated to be Buffalo Roam Studios, LLC ("Buffalo Roam") is allowed to cover the engraved church name located upon the West outside wall with the understanding that a Bronze Plaque will be placed

at the West entrance with such inscriptions as provided by Lessor, and at Buffalo Roam's expense.

IN WITNESS WHEREOF, the parties have executed this Addendum at Bartlesville, Oklahoma, the day and year set forth above.

[Signature Page Follows]

Lessor
First Christian Church

By: _____
Trustee Chair

Lessee
City of Bartlesville

By: _____
City Manager

DECLARATION OF TRUST
OF
BARTLESVILLE FILM AUTHORITY

KNOW ALL MEN BY THESE PRESENTS:

I. DECLARATION AND COVENANT

The undersigned Trustor hereby contracts with the undersigned Trustees, and the latter, as individuals and not as holders of public office, hereby do declare and covenant, between themselves and unto the Trustor, the State of Oklahoma and the Beneficiary hereinafter described, that they and their successors do and will hold, receive and administer the Trust Estate hereinafter described, as Trustees of a public trust under and pursuant to the laws of the State of Oklahoma now in force and effect (generally, but not exclusively, Title 60, Oklahoma Statutes, Sections 176-180.3, inclusive, as amended, and the Oklahoma Trust Act), solely for the use and benefit of the Beneficiary for the public purposes and functions hereinafter set forth, in the manner provided in this instrument or, in the absence of applicable provision herein, then in the manner now provided by law. The aforesaid public trust is created by virtue of the execution of this instrument by the individuals signing the same as the Trustor and initial Trustees hereunder; and neither the acceptance of the beneficial interest hereunder, nor the endorsement hereon of such acceptance, for and on behalf of the designated Beneficiary as provided by law, nor the fact that, at the time of signing this instrument, some or all of the initial Trustees are members of the governing body thereof, shall be deemed or construed to be the creation of a public trust by such Beneficiary or the governing body thereof.

The undersigned Trustor hereby forever irrevocably conveys, relinquishes and assigns to the Trustees of the Authority any and all right, title and interest he may have in and under this Declaration of Trust and the trust created hereunder, including, without limitation, the right to consent to and approve any changes, amendments or supplements to this Declaration of Trust.

II. NAME

The name of this Trust shall be, and the Trustees thereof in their representative fiduciary capacity shall be designated as the "Bartlesville Film Authority". Under that name, the Trustees shall, so far as practicable, conduct all business and execute all instruments in writing, and otherwise perform their duties and functions, in execution of this Trust.

III. PURPOSE

The purposes of this Trust, for and on behalf of the Beneficiary as hereinafter described, are:

- (a) To establish, provide, maintain, construct, set apart, promote the general economic welfare, industry and security of the general public within and near the boundaries of the

- Beneficiary and to promote the development of educational, industrial, recreational and cultural activities and facilities within and near the territorial limits of the Beneficiary;
- (b) To furnish and supply to the United States of America, the State of Oklahoma, the Beneficiary and/or any governmental agency or instrumentality or any of them, or to any one or more of them, buildings, equipment and other facilities for all purposes that the same be authorized or proper as a function of the Beneficiary as or if expressly authorized by law for the furtherance of the general convenience, welfare, public health and safety of the Beneficiary and its inhabitants;
 - (c) To promote the development of the film, video, and television production industry, and cultural, industrial, manufacturing, and educational activities related thereto, within and without the territorial limits of the Beneficiary and to thereby provide industrial and cultural facilities and additional employment and activities which will benefit and strengthen culture and the economy of the Beneficiary and the State of Oklahoma related to the film, video, and television production industry;
 - (d) To institute, furnish, provide and supply services and facilities for the conservation and implementation of the public welfare and protection and promotion of the public health to the Beneficiary and to agencies, instrumentalities and subdivisions thereof and to the inhabitants, owners and occupants of property, and to governmental, industrial, commercial and mercantile entities, establishments and enterprises within the territorial limits of the Beneficiary, to such extent and in such manner as now is or hereafter shall be a proper function of the Beneficiary as or if expressly authorized by law for the furtherance of the general convenience, welfare, public health and safety of the Beneficiary and its inhabitants;
 - (e) To promote the development of recreational and cultural activities within and near the territorial limits of the Beneficiary related to the film, video, and television production industry, and to thereby provide recreational and cultural facilities and additional employment and activities which will benefit and strengthen culture and the economy of the Beneficiary;
 - (f) For the furtherance of the greater convenience and welfare of the Beneficiary and the inhabitants thereof, to provide and/or to aid in providing and/or to participate in providing to the United States of America, the State of Oklahoma, the Beneficiary, the municipalities located within and near the Beneficiary, the school district and/or districts included in whole or in part, within the limits of the Beneficiary, and/or any agency or instrumentality or either or any of them, or to any one or more of them, facilities and/or services of any and/or all kinds necessary or convenient for the functioning thereof as such functioning relates to or can be benefitted by increased activity or education with respect to the film, video, and television production industry;
 - (g) To hold, maintain and administer any leasehold rights in and to properties of the Beneficiary demised to the Trustees, and to comply with the terms and conditions of any leases providing said rights;

- (h) To acquire by lease, purchase or otherwise, and to hold, construct, install, equip, repair, enlarge, furnish, maintain and operate or otherwise deal with, any and all physical properties and facilities needful or convenient for utilization in executing or promoting the execution of the aforesaid trust purposes or any of them, or which may be useful in securing, developing and maintaining the film, video, and television production industry and related industrial, cultural, educational, manufacturing or other activities in the Beneficiary and territory in proximity thereto, or which may be useful in promoting culture and education in the aforesaid area; to lease, rent, furnish, provide, relinquish, sell or otherwise dispose of, or otherwise make provision for, any or all of said properties and facilities either in execution of any of the aforesaid trust purposes or in the event that any thereof shall no longer be needful for such purposes;
- (i) To provide funds for the costs of financing, acquiring, constructing, installing, equipping, repairing, remodeling, improving, extending, enlarging, maintaining, operating, administering and disposing of or otherwise dealing with any of the aforesaid physical properties and facilities, and for administering the Trust for any or all of the aforesaid trust purposes, and for all other charges, costs and expenses incidental thereto; and in so doing to incur indebtedness, either unsecured or secured by any part or parts of the Trust Estate and/or revenues thereof; and
- (j) To expend all funds coming into the hands of aforesaid costs and expenses, and in the payment of any indebtedness incurred by the Trustees for the purposes specified herein, and in the payment of any other debt or obligation properly chargeable against the Trust Estate, and to distribute the residue and remainder of such funds to the Beneficiary for the payment of all or any part of the principal and/or interest of any bonded indebtedness of the Beneficiary and/or for any one or more authorized or proper purposes of the Beneficiary as shall be specified by the Trustees hereunder.

For all purposes of this Section, the word “facilities” as used herein means real estate and all rights, privileges, benefits, and appurtenances thereto, also buildings, structures, installations, and all personal property whatsoever, and all rights, privileges and benefits appertaining or related thereto.

IV. DURATION

This Trust shall have duration for the term of duration of the Beneficiary as hereinafter described, and until such time as the Trust’s purposes shall have been fully executed and fulfilled, or until it shall be terminated as hereinafter provided.

V. TRUST ESTATE

The Trust Estate shall consist of all money, property (real, personal and/or mixed), rights, choses in action, contracts, leases, privileges, franchises, benefits and all other things of value (whether or not above described) presently in or hereafter coming into the hands, or under the control, of the Trustees pursuant to the provisions of this instrument or by virtue of the Trusteeship herein declared.

VI. THE TRUSTEES

- (a) The Trustees of this Trust shall be five (5) in number, one of whom shall be the same person, ex officio, who currently shall be serving as the City Manager of the City of Bartlesville, Oklahoma, or said person's designee ("Ex Officio Trustee"), and the other four of whom shall be bona fide resident citizens of the State of Oklahoma and shall include:
- (1) A current member of the governing body of the Beneficiary, to be nominated for appointment by the presiding officer of the governing body of the Beneficiary;
 - (2) A current sitting trustee of the Bartlesville Redevelopment Trust Authority, as nominated for appointment by a majority of the trustees of the Bartlesville Redevelopment Trust Authority;
 - (3) A current sitting trustee or staff person of the Bartlesville Development Authority, as nominated for appointment by a majority of the trustees of the Bartlesville Development Authority; and
 - (4) A current sitting member of the board of directors of Visit Bartlesville, Inc., as nominated for appointment by a majority of the directors of Visit Bartlesville, Inc.

(trustees described in paragraphs (1) through (4) above, "Appointive Trustees"). The undersigned, as Trustees, all successors thereof who shall qualify as Trustees as hereinafter provided, each contract, agree and covenant with and to each other, with and to the State of Oklahoma, with and to the Beneficiary hereunder, and with and to each component thereof, as by law now in force and effect, that they will execute the trust herein declared and created, as Trustees for the Beneficiary hereunder, and each component thereof, and that they do and will receive, hold and administer the Trust Estate solely for the use and benefit of the said Beneficiary in the manner provided in this instrument, or, in the absence of applicable provision herein, then in the manner now provided by presently existing law. The Ex Officio Trustee and the Appointive Trustees shall be collectively called the "Trustees."

The initial Appointive Trustees shall be appointed by the presiding officer of the governing body of the Beneficiary, based on the nomination procedures described in paragraphs (1) through (4) of this Section IV(a), received and confirmed by a majority of the persons who constitute the governing body of the Beneficiary and shall serve, respectively, for fixed terms from the date of their appointment and qualification as hereinafter provided to June 30, 2025, June 30, 2025, June 30, 2026, and June 30, 2026, respectively, as determined by the aforesaid nominating, appointing, and confirming powers and they shall continue to serve until their successors shall have qualified, unless removed as hereinafter provided.

The Ex Officio Trustee shall continue as such, unless temporarily replaced pursuant to paragraph (f) of the section, until succeeded and replaced by some other person in the position of City Manager of the Beneficiary, above designated, ex officio, to be the Ex Officio Trustee and such other person shall have qualified as an Ex Officio Trustee hereunder as provided in paragraph (g) of this Section; each person who shall serve in such

above-mentioned positions shall be entitled to qualify as, and to become, a Trustee hereunder and to continue as such, until succeeded and replaced by some other person in such position, and such other person shall have qualified as a Trustee hereunder as provided in paragraph (g) of this Section.

Successors to each of said Appointive Trustees shall have fixed terms of two (2) years, respectively, and shall continue to serve until their respective successors have qualified hereunder. Upon the expiration of the fixed term of each Appointive Trustee, the power of appointment of his successor hereby is vested in the person who then shall be the presiding officer of the governing body of the Beneficiary, after following the same nomination procedures described in paragraphs (1) through (4) of this Section VI(a), but before such appointment shall become effective, it shall require the confirmation of a majority of the persons who then shall form the governing body of the Beneficiary; Provided, that if the form of government of the Beneficiary be changed, or the said Beneficiary shall have been succeeded by another governmental entity as provided in Section VIII hereof, the aforesaid appointive power shall be vested in the person who then shall be the elected official who shall be the presiding officer of the governing body thereof, and confirmation of all such appointments shall be required by a majority of the persons who then shall constitute the elected governing body of such successor.

In the event of a vacancy in an Appointive Trusteeship, the Trustees shall certify the fact of said vacancy to the above-described appointive power and a successor Appointive Trustee shall be appointed for the unexpired term in the same manner as provided above. In the event that the aforesaid nominating, appointing, and confirming power, as set forth, shall fail effectively to appoint a successor Appointive Trustee or said Trustee shall fail to qualify as a Trustee within thirty (30) days next following the expiration of the fixed term of an incumbent Appointive Trustee or within thirty (30) days next following the certification of the fact of existence of a vacancy, the power of appointment of a successor Trustee shall be vested in the then remaining incumbent Trustee or Trustees. The determination of the right of any person to qualify as a Trustee hereunder shall be vested exclusively in the incumbent Trustees, and their determination shall be final.

All of the legal rights, powers and duties of each Trustee shall terminate when that Trustee shall cease to be a Trustee hereunder and all of such legal rights, powers and duties shall devolve upon his successor and successors, with full right and power of the latter to do or perform any act or thing which his predecessor or any predecessor could have done or performed.

- (b) Each Trustee qualifying under this instrument shall continue as such until his successor shall have qualified as provided in paragraph (e) of this Section.
- (c) The Appointive Trustee who shall be a current member of the governing body of the Beneficiary shall become automatically the Chairperson of the Trustees and shall preside at all meetings and perform other duties designated by the Trustees. The Trustees shall designate the time and place of all regular meetings. A majority of the duly qualified and acting Trustees of this Trust shall constitute a quorum for voting purposes and all other purposes hereunder. All actions by the Trustees pursuant to the provisions of this

Declaration of Trust shall be approved by the affirmative vote of at least a majority of a quorum of the Trustees.

- (d) The determination of the fact of vacancy shall be vested exclusively in the remaining Trustee or Trustees and his or their determination of such fact shall be conclusive; and, in the event that such a vacancy shall be determined to exist, the remaining Trustee or Trustees may fill such vacancy pending qualification, as provided in paragraph (e) of this Section, of the person entitled to do so.
- (e) All Trustees shall qualify by written acceptance of all of the terms of this instrument, duly acknowledged and filed in the office of the City Clerk of the City of Bartlesville, Oklahoma, and by subscribing and filling such oaths as shall be required by law of public officers of the State of Oklahoma.
- (f) Upon each change of personnel of the Trustees hereunder, the Trustees shall cause to be filed in the office of the City Clerk mentioned in paragraph (e) above, a certificate as to the entire personnel of the Trustees of this Trust.
- (g) The acceptance of the office of Trustee of this Trust shall not constitute the Trustees hereunder to be in partnership or association, but each shall be an individual and wholly independent Trustee only.
- (h) Notwithstanding any provision of this instrument which shall appear to provide otherwise, no Trustee or Trustees shall have any power or authority to bind or obligate any other Trustee, or the Beneficiary of this Trust, in his or its individual capacity.
- (i) All persons, firms, associations, trusteeships, corporations, municipalities, governments, and all agents, agencies and instrumentalities thereof, contracting with any Trustee or Trustees, shall take notice that all expenses and obligations, and all debts, damages, judgments, decrees or liabilities incurred by any Trustee or Trustees and any of the foregoing incurred by any agent, servant, or employee of any such Trustee or Trustees, in the execution of the purposes of this Trust, whether arising from contract or tort, shall be solely chargeable to, and payable out of the Trust Estate. In no event shall any Trustee, or the Beneficiary of this Trust, be in any manner individually liable for any injury or damage to persons or property, or for breach of contract or obligation, caused by, arising from incident to or growing out of the execution of this Trust; nor shall they, or any of them, be liable for the acts or omissions of each other or of any agent, servant or employee of the aforesaid Trustees, or of another such Trustee: **PROVIDED, HOWEVER**, that the foregoing shall not apply to any willful or grossly negligent breach of trust of any said Trustee.

VII. POWERS AND DUTIES OF TRUSTEES

Subject to, and in full compliance with, all requirements of law applicable to this Trust or to the Trustees thereof:

- (a) The Trustees, in the manner hereinafter set forth, shall do, or cause to be done, all things which are incidental, necessary, proper or convenient to carry fully into effect the purposes

enumerated in Section III of this instrument, with the general authority hereby given being intended to make fully effective the power of the Trustees under this instrument; and, to effectuate said purposes, the Trustees are specifically authorized (but their general powers are not limited hereby, notwithstanding any specific enumeration or description), in a lawful manner:

- (1) To enter in and conduct and execute apply for, purchase, or otherwise acquire franchises, property (real or personal), contracts, leases, rights, privileges, benefits, choses in action, or other things of value, and to pay for the same in cash, with bonds or other evidences of indebtedness, or otherwise;
 - (2) To own, hold, manage, and in any manner to convey, lease, assign, liquidate, dispose of, compromise, or realize upon, any property, contract, franchise, lease, right, privilege, benefit, chose in action or other thing of value, and to exercise any and all power necessary or convenient with respect to the same;
 - (3) To guarantee, acquire, hold, sell, transfer, assign, encumber, dispose of, and deal in, the stocks, bonds, debentures, shares or evidences of interest or indebtedness in or of any sovereignty, government, municipality, corporation, association, trusteeship, firm or individual and to enter into and perform any lawful contract in relation thereto, and to exercise all rights, powers and privileges in relation thereto, to the same extent as a natural person might or could do; and the foregoing shall include (without limitation by reason of enumeration) the power and authority to guarantee or assume, out of distributive funds of the Trust, the payment of any part or all of the principal of and/or interest on any bonded indebtedness of the Beneficiary during any part or all of the term of any such bonded indebtedness, and to fully perform any such contract;
 - (4) To enter into, make and perform contracts of every lawful kind or character, including but not restricted to, management contracts, with any person, firm, association, corporation, trusteeship, municipality, government, or sovereignty; and, subject to applicable provisions of paragraph (b) of this Section, without limit as to amount, to draw, make, accept, endorse, assume, guarantee, discount, execute and issue promissory notes, drafts, bills of exchange, acceptances, warrants, bonds, debentures, and any other negotiable or non-negotiable or transferable or non-transferable instruments, obligations, and evidences of unsecured or secured indebtedness, and if secured by mortgage, deed of trust, or otherwise, secured by all or any part or parts of the property of the Trust, and to pledge all or any part of the income of the Trust, in the same manner and to the same extent as a natural person might or could do.
- (b) Notwithstanding anything in this instrument appearing to be to the contrary, if and so long as the incurring of any indebtedness or obligation is required by applicable law to have been approved by the governing body of the Beneficiary or the members of such governing body, no such indebtedness or obligation shall be incurred until after, and pursuant to, such approval.

- (c) The Trustees shall collect and receive all property, money, rents and income of all kinds belonging to or due the Trust Estate, and shall distribute the same, or any portion thereof, solely for the purposes, and the furtherance of the purposes, set forth in Section III of this instrument, and not otherwise.
- (d) The Trustees shall take and hold title to all property at any time belonging to the Trust in the names of the Trustees or in the name of the Trust and shall have and exercise exclusively the management and control of the same, for the use and benefit of the Beneficiary, as provided herein, in the execution of the purposes of this Trust; and the right of the Trustees to manage, control and administer the said Trust, its property, assets and business shall be absolute and unconditional and free from any direction, control or management by the Beneficiary, or any person or persons whomsoever.
- (e) The Trustees may employ such agents, servants and employees as they deem necessary, proper or convenient for the execution of the purposes of this Trust, and prescribe their duties and fix their compensation.
- (f) The Trustees may contract for the furnishing of any services or the performance of any duties that the Trustees deem necessary, proper or convenient to the execution of the purposes of the Trust, and shall pay for the same as they see fit to provide in such a contract.
- (g) The Trustees, by Resolution, may divide the duties of the Trustees hereunder, delegating all or any part of such duties to one or another of the Trustees as they deem proper; but, where a specific duty is not so delegated, a majority of the Trustees must act for the Trust.
- (h) The Trustees shall, in the name of the Trust as hereinabove set forth, or in their names as Trustees, bring any suit or action which, in their judgment, shall be necessary or proper to protect the interests of the Trust, or to enforce any claim, demand or contract for the Trust or for the benefit of the Trust; and they shall defend, in their discretion, any action or proceeding against the Trust or the Trustees or agents, servants or employees thereof. And the Trustees are expressly authorized, in their discretion, to bring, enter, prosecute or defend any action or proceeding in which the Trust shall be interested, and to compromise any such action or proceeding and discharge the same out of the Trust property and assets; and the Trustees also are expressly authorized to pay or transfer out of the Trust property or assets such money or property as shall be required to satisfy any judgment or decree rendered against them as Trustees, or against the Trust, together with all costs, including court costs, counsel and attorneys' fees, and also to pay out of the Trust property and assets such sums of money, or transfer appropriate property or assets of the Trust, for the purpose of settling, compromising, or adjusting any claim, demand, controversy, action or proceeding, together with all costs and expenses connected therewith; and all such expenditures and transfers shall be treated as proper expenses of executing the purposes of this Trust.
- (i) No bond shall be required of the Trustees, or any of them, unless they shall deem the same proper and shall provide therefor by Resolution.
- (j) All records of the Trust shall be kept at the principal office of the Trust.

- (k) As soon as reasonably convenient after the acceptance of beneficial interest hereunder by the Beneficiary, the Trustees' first meeting shall be held at the call of any Trustee. At their first meeting, the Trustees shall designate the principal office of the Trust.

VIII. BENEFICIARY

- (a) The term "Beneficiary", as used in this instrument, shall denote the City of Bartlesville, Oklahoma, acting by and through its governing body, and likewise shall denote any governmental entity which hereafter may succeed such City as the governing authority of the territory lying within the boundaries of said City on the effective date of this instrument.
- (b) The Beneficiary shall have no legal claim or right to the Trust Estate, or to any part thereof, against the Trustees or anyone holding under them; neither shall the Beneficiary, as such, have any authority, power or right whatsoever to do or transact any business whatsoever for, or on behalf of, or binding upon, the Trustees or the Trust Estate; neither shall the Beneficiary have the right to control or direct the actions of the Trustees in respect of the Trust Estate, or any part thereof; nor shall the Beneficiary have any right to demand or require any partition or distribution of the Trust Estate, or any part thereof. The Beneficiary shall be entitled solely to the benefits of this Trust, as administered by the Trustees hereunder, and at the termination of the Trust, as provided herein, and then only, the Beneficiary hereunder shall be entitled to receive the remaining residue of the Trust Estate. Notwithstanding anything in the aforesaid appearing to be to the contrary, no provision in this instrument and/or of the Acceptance of Beneficial Interest thereunder by the governing body of the Beneficiary, limiting, restricting or denying any authority, power, or right of the Beneficiary of said Trust in relation to the administration thereof is intended, or shall be construed or interpreted, to effect a surrender, or to attempt to effect a surrender, of any of the sovereign governmental powers of the State of Oklahoma or of the Beneficiary; but any and all provisions of this trust instrument are intended, and shall be applied, to relate solely and only to the proprietary rights and property interests of the said Beneficiary, in trust, as distinguished from their sovereign governmental powers and authority. It further is agreed that nothing contained in this Declaration of Trust and/or in the Acceptance of Beneficial Interest thereunder shall be construed, interpreted or applied as intending to grant, or to grant to the Trustees hereunder an exclusive franchise in relation to any powers, rights or authority of the Trustees under this instrument.

IX. TERMINATION

- (a) This Trust shall be irrevocable by the Trustor and shall terminate:
- (1) When the purposes set forth in Section III of this instrument shall have been fully executed and fulfilled; or
 - (2) In the event of the happening of any event or circumstance that would prevent said purposes from being executed and fulfilled and a majority of the Trustees and the governing body of the Beneficiary, shall agree that such event or circumstance has taken place: **PROVIDED, HOWEVER**, that all indebtedness of the Trust shall have been paid; or

- (3) In the manner provided by Title 60, Oklahoma Statutes, Section 180: **PROVIDED, HOWEVER**, that this Trust shall not be terminated by voluntary action if there be outstanding indebtedness or fixed-term obligations of the Trustees, unless all owners of such indebtedness or obligations or someone authorized by them so to do, shall have consented in writing to such termination.
- (b) Upon the termination of this Trust, the Trustees shall proceed to wind up the affairs of the Trust, and, after payment of all debts and obligations out of Trust assets, to the extent thereof, shall distribute the residue of the Trust assets to the Beneficiary hereof as provided in Section VIII of this instrument. Upon final distribution as aforesaid, the powers, duties and authority of the Trustees hereunder shall cease.

X. PARTIAL INEFFECTIVENESS

The invalidity or ineffectiveness for any reason of any one or more words, phrases, clauses, paragraphs, subsections or sections of this instrument shall not affect the remaining portions hereof so long as such remaining portions shall constitute a rational instrument. Any such invalid or ineffective portion was inserted conditionally upon its being valid and effective only; and this instrument shall be construed as though such invalid or ineffective portion had not been inserted herein.

XI. COVENANT

The provisions hereof shall be binding upon the undersigned, their heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands, executing this Declaration of Trust in several multiple originals, all of which constitute one and the same instrument, this ____ day of _____, 2023.

Mike L. Bailey, Trustor

_____, Trustee

_____, Trustee

_____, Trustee

_____, Trustee

_____, Trustee

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this ____ day of _____
2023, by Mike L Bailey.

Notary Public

My Commission Number and Expiration Date:

[SEAL]

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this ____ day of _____,
2023, by Mike L. Bailey, _____, _____, _____ and
_____.

Notary Public

My Commission Number and Expiration Date:

[SEAL]

ACCEPTANCE OF BENEFICIAL INTEREST

On this ____ day of _____, 2023, pursuant to Resolution duly adopted by the City Council of the City of Bartlesville, Oklahoma, the undersigned hereby accepts, for and on behalf of said City, the beneficial interest in the trust created by the within and foregoing Declaration of Trust, in all respects in accordance with the terms of said Declaration of Trust.

CITY OF BARTLESVILLE, OKLAHOMA

By: _____
Mayor

ATTEST:

City Clerk

(SEAL)

MEMORANDUM OF UNDERSTANDING:
PROJECT COST ADVANCEMENTS

WHEREAS, the City of Bartlesville (“City”) and the Bartlesville Redevelopment Trust Authority (“BRTA”) are or will be parties to that certain Disposition and Development Agreement (“DDA”) with Buffalo Roam Studios LLC (“Developer”), pursuant to which Developer will acquire and develop a film studio and educational facility on property the City will acquire from First Christian Church in downtown Bartlesville (“Project”); and

WHEREAS, to assist the Developer in undertaking the Project, the DDA provides for the City and BRTA each contributing \$1,000,000.00 as assistance in development financing, which will be provided to the Developer under the terms and conditions in the DDA and a related Escrow Agreement between the City, BRTA, the Developer, and the Developer’s financial institution; and

WHEREAS, BRTA currently administers two project plans pursuant to the Local Development Act, 62 O.S. § 850 *et seq.*, on behalf of the City: (1) the Project Plan Relating to Increment District Number One, City of Bartlesville, Oklahoma (Downtown Commercial Increment District) (“TIF 1 Project Plan”), and (2) and the Project Plan Relating to Increment District Number Two, City of Bartlesville, Oklahoma (Capitol Hill Increment District) (“TIF 2 Project Plan”), both as amended; and

WHEREAS, it is appropriate to for the City and BRTA to enter into this Memorandum of Understanding to ensure BRTA has adequate funds available to continue administering and implementing the TIF 1 Project Plan and TIF 2 Project Plan for the period of time necessary to accommodate BRTA’s contribution to the assistance in development financing for the Project.

THEREFORE, the City and BRTA hereby agree to this Project Cost Advancement Memorandum of Understanding (“MOU”):

SECTION 1. Advancements of Project Costs. City shall provide advancements (“Advancements”) to BRTA from the City’s Economic Development Fund (“EDF”) up to the amount of \$500,000.00 to the apportionment fund for the TIF 1 Project Plan and up to the amount of \$500,000.00 to the apportionment fund for the TIF 2 Project Plan (for combined total amount of up to \$1,000,000.00), to cover eligible project costs incurred by BRTA under each respective project plan. The Advancements are intended to ensure that BRTA has adequate funds available to continue administering and implementing the TIF 1 Project Plan and TIF 2 Project Plan for the period of time necessary to accommodate BRTA’s provision of funding for the Buffalo Roam Studio project.

SECTION 2. Making of Advancements. The City shall provide Advancements to BRTA immediately upon receipt of a formal request of BRTA, which formal request shall include a copy of an executed term sheet or executed development agreement between BRTA and a developer for an eligible project to be funded through the Development Financing Assistance Program and an accounting of available revenues (unencumbered funds) in TIF 1 and/or TIF 2 apportionment funds.

SECTION 3. Reimbursement of Advancements. BRTA shall reimburse the City for Advancements, at no interest, annually or in a lump sum based on available cash flow available from the apportionment funds set up and administered by BRTA for the TIF 1 Project Plan and the TIF 2 Project Plan, after accounting for contractual and administrative obligations on such revenues based on BRTA's ordinary course of implementing both project plans. Reimbursement payments shall be payable solely from apportioned tax increment revenues from TIF 1 and TIF 2. BRTA shall commence reimbursement payments on or before April 30, 2024, and shall continue annual reimbursement payments until the earlier of: (a) April 30, 2025; or (b) the date upon which all Advancements made by the City have been repaid. If all Advancements have not been repaid by April 30, 2025, the City and BRTA may extend the period of repayment in (a) in one-year increments in order to ensure all Advancements can be repaid in subsequent ad valorem tax years.

SECTION 4. Intentionally Omitted.

SECTION 5. Fiscal Year Limitations. This MOU and all Advancements are subject to annual appropriations and encumbrances of revenues by the City Council of the City, as mandated by Okla. Const. Art. 10, § 26, and the Oklahoma Municipal Budget Act, 11 O.S. § 17-201, *et seq.* This MOU is not a promise to pay by the City, nor is it a pledge of the City's operating revenues beyond a given fiscal year.

SECTION 6. Preservation of Legislative Authority. It is understood and acknowledged that the City intends to authorize and direct the preparation of a project plan for consideration in accordance with the requirements of the Oklahoma Local Development Act. This action will indicate a willingness to review and consider a proposed project plan, but neither that authorization nor this Agreement directly or implicitly creates any obligation to approve a proposed project plan. The City reserves all authority to approve, reject, modify or amend any such action or proposed action as the City Council in its discretion may determine to be in the best interests of the residents of the City of Bartlesville.

SECTION 7. Termination. This Agreement shall remain in effect until fully performed or until terminated by either party upon thirty (30) days' notice in writing, without any further liability except for payment for services provided prior to the effective date of such termination.

WHEREAS, this MOU has been approved by the parties thereto, and shall become effective as of the date both parties shall have executed the same.

FOR THE "CITY":

**CITY OF BARTLESVILLE,
a municipal corporation**

By: _____
Dale Copeland, Mayor

ATTEST:

City Clerk

Date: _____

APPROVED:

City Attorney

FOR BRTA:

**BARTLESVILLE REDEVELOPMENT TRUST
AUTHORITY,
a public trust**

By: _____
David Nelson, Chair

ATTEST:

Secretary

Date: _____

FINAL FOR CONSIDERATION

DISPOSITION AND DEVELOPMENT AGREEMENT
BY AND AMONG
THE CITY OF BARTLESVILLE,
THE BARTLESVILLE REDEVELOPMENT TRUST AUTHORITY,
AND
BUFFALO ROAM STUDIOS LLC

DATED: _____, 2023

DISPOSITION AND DEVELOPMENT AGREEMENT
(Buffalo Roam)

This DISPOSITION AND DEVELOPMENT AGREEMENT (this “Agreement”) is made on or as of the ____ day of _____, 2023 (“Effective Date”), by and among the CITY OF BARTLESVILLE, OKLAHOMA, an Oklahoma municipal corporation (“City”), THE BARTLESVILLE REDEVELOPMENT TRUST AUTHORITY, an Oklahoma public trust, and BUFFALO ROAM STUDIOS LLC, an Oklahoma limited liability company (“Developer”).

RECITALS

(a) The City has a current leasehold interest in, with an option to purchase, that certain real property and facilities appurtenant thereto which are more particularly described in Exhibit “A” attached hereto and are located generally at 520 South Osage Avenue, Bartlesville, Oklahoma 74003 (“Property”).

(b) The Property is currently owned, and previously housed, First Christian Church (“FCC”).

(c) Developer has proposed to develop and operate a film studio and film educational facility on the Property, to be developed in two separate components: (1) the rehabilitation of the existing building that previously housed the FCC for use as a film educational facility (“Church Rehab”), and (2) the construction of a new building that will host a sound stage meeting appropriate industry standards to enable filming of studio television and motion picture projects on-site (“Sound Stage”) (Church Rehab and Sound Stage components, together, “Project”).

(d) The primary purposes of this Agreement are to establish the terms under which the City will convey the Property to the Developer, to obligate the Developer to complete the Project, and to provide for any public assistance necessary to accomplish those purposes.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. **GENERAL SCOPE OF DEVELOPMENT; CONSIDERATION.**

1.1. **Project.** The Parties contemplate the development and operation of a film studio and film educational facility on the Property. The Project will be developed in two phases and involve an aggregate private investment of at least \$2,000,000.00. The first phase of Project will consist of the Church Rehab, which will involve an aggregate private investment of at least \$1,000,000.00, with an additional \$1,000,000.00 coming from the development financing assistance described in Section 5 of this Agreement. The second phase of the Project will consist of the Sound Stage. To ensure the Project is completed, certain development financing assistance, in the form and subject to all terms and conditions more particularly described in Section 5 of this Agreement.

1.2. Property Subject to Development. The Developer will have the exclusive rights with the City to construct and develop the Property in accordance with the terms and conditions of this Agreement. The Property is currently owned by FCC, but the City has an option to purchase the Property in its currently effective lease on the Property. The City will exercise its option to purchase the Property before it is to be conveyed by the City to the Developer in accordance with the terms and conditions set forth in this Agreement. The Property will be subject to the obligations and covenants contained in this Agreement.

1.3. Sale; Purchase Price. Subject to all the terms, covenants and conditions of this Agreement, the City will sell the Property to the Developer, and the Developer will purchase the Property from the City and pay ten dollars (\$10.00) therefor, to be paid to the City as provided in this Agreement. Additionally, the Developer will perform or cause to be performed the obligations imposed on it with respect to the Property and otherwise pursuant to this Agreement. The monetary consideration and performance of obligations are hereafter called the "Purchase Price," whether paid or performed.

1.4. Relationship of the Parties. The undertaking of this Agreement is a complex process that will require the mutual cooperation of the parties and their timely actions on matters that are appropriate or necessary to implement this Agreement. The Parties will use their best efforts in good faith to perform and assist each other in performing their respective obligations in accordance with this Agreement. This Agreement specifically does not create any partnership or joint venture between the Parties, nor render any Party liable for any of the debts or obligations of any other Party.

2. CONVEYANCE OF THE PROPERTY.

2.1. Form of Deed; Other Closing Deliveries. Upon satisfaction of the items in Section 4 of this Agreement, the City will convey to the Developer good and marketable title in fee simple by special warranty deed ("Deed") in substantially the form depicted in "Exhibit B: Form of Deed" to this Agreement. Such conveyance of title will be subject to exceptions to fee simple title to the Property which may be listed as exceptions in any written commitment obligation a title insurer to issue a title insurance policy to the Developer, as may be obtained by the Developer pursuant to this Section and in Section 2.5 below ("Approved Title Exceptions"). At or before Closing, the Parties shall take such actions and deliver to the other such other instruments, items, and documents as are necessary to carry out the purposes of this Agreement, including such affidavits, certificates or other documents as may be reasonably required by a title company ("Title Company") to close the transactions contemplated by this Agreement and for a title insurer, as may be requested by the Developer and approved by the City ("Title Insurer"), to issue an ALTA Form B Owner's Policy of Title Insurance ("Title Policy") to the Developer.

2.2. Time and Place for Delivery of Deed. The City will deliver the Deed and possession of the Property to the Developer on or before a date mutually agreeable to the Parties and no later than 30 days following the date all conditions precedent in Section 4 of this Agreement have been satisfied. The conveyance will be delivered at the principal office of the Title Company, and the Developer (or designee) will accept such conveyance and pay to the City at such time and place the Purchase Price for the Property.

2.3. Apportionment of Property Taxes; Other Prorations. The City is a tax-exempt entity so there will be no requirement to apportion *ad valorem* taxes at Closing. The portion of the current taxes, if any, on the Property on the date of delivery of the Deed to the Developer allocable to the Property conveyed will be borne by the City. However, the Developer will pay all *ad valorem* taxes accruing to the Property after the Property is returned to the tax rolls as a result of the contemplated transfer pursuant to this Agreement.

2.4. Recordation of Deed; Closing Costs. The Developer will promptly file the Deed for recordation among the land records of Washington County, Oklahoma. The Developer will pay all costs required by law as an incident to recording the Deed, including recording fees and documentary stamp taxes (if any). In addition, the Developer will pay: (a) the costs of obtaining any written commitments obligating the Title Insurer to issue the Title Policy on satisfaction of the requirements set forth in the commitment, including all title examination costs of the Title Company; (b) the premium for the Title Policy; (c) if desired or requested by the Developer, the cost of an ALTA survey of the Property prepared by a registered land surveyor mutually selected and agreed upon by the City and the Developer showing, at a minimum, the boundaries of the Property, the exact legal description thereof, the north direction, the location of all improvements, existing easements, the location and extent of any encroachments upon or by the Property, all utility service lines shown at the perimeter of the Property, and the total acres within the Property; (d) the Title Company's fees for closing the transaction contemplated by this Agreement; and (e) the Developer's accounting, legal and other expenses associated with the transactions contemplated by this Agreement, whether or not such transactions are consummated.

2.5. Title Evidence. It is understood and agreed that the Developer may purchase title insurance at the Developer's option and expense, and the City will cause a Title Policy to be issued in a coverage amount as the Developer may designate. The Developer shall have 30 days after the receipt from the City of a Title Commitment, exception documents, and Survey, if requested, within which to notify the City in writing of any objections the Developer has to any matters appearing or referred to in the Title Commitment or Survey. Any exceptions or other matters in the Title Commitments or Survey to which the Developer does not object in writing during such 30-day period will be deemed to be Permitted Title Exceptions to the City's title, and will be listed in "Exhibit C: Permitted Title Exceptions" to this Agreement after the title review process is completed. With regard to items to which the Developer does so object during such 30-day period, the City will have seven (7) days to cure such objections (the "Title Cure Period"). The City will exercise its best efforts to cure such objections, but the City will not be required to incur other than de minimis expenses in connection with the exercise of its best efforts. If the City is unable to cure such objections without incurring more than de minimis expenses and is unwilling to otherwise cure such objections, the City will so notify the Developer in writing prior to expiration of the Title Cure Period, in which event the Developer, at its option, and as its exclusive remedy, may (a) waive its objections and purchase the Property without reduction of the Purchase Price or (b) terminate this Agreement. If the Developer so terminates this Agreement, then notwithstanding anything herein to the contrary, neither party will have any further obligations hereunder, except as otherwise provided in this Agreement.

2.6. Early Entry and Access. Prior to the Closing contemplated by this Agreement, the Developer will have access to the Property through a sublease to be mutually agreed to by the City and Developer that will provide Developer the ability to conduct such physical and environmental inspections as it deems necessary or appropriate and to begin making critical repairs to and construction work for the Church Rehab, including but not limited to roofing repairs; provided, that until Closing, Developer assumes all risk and liability for making any such repairs.

2.7. Limitations; Indemnity. The Developer will exercise due care and prudence in performing inspections of and conducting early repairs and construction work to the Property. If Closing does not occur, the Developer, at Developer's expense, will restore the Property to at least the condition in which it existed immediately preceding any exercise by the Developer of a right to inspect or conduct early repairs or construction work on the Property. The Developer will indemnify, defend and hold harmless the City from all claims, liens, actions, suits, proceedings, costs, expenses, damages and other liabilities, including, without implied limitation, reasonable attorneys' fees and litigation expenses incurred by the City arising out of the Developer's exercise of any early access activities on the Property.

2.8. Survey; Environmental Reports. The City, at no cost to the Developer, will provide the Developer with a copy of any survey or environmental report on the Property which is in the City's possession or may be hereafter acquired.

3. DEVELOPMENT PLAN; PROJECT TIMELINES.

3.1. Development Plan. On or before the date 90 days after the Effective Date, Developer shall submit a Development Plan covering both components of the Project to the City for review and approval. The City, in its reasonable discretion, may approve the Development Plan in sufficient detail to permit fast-track construction, and in any event shall issue its approval, rejection, or further requirements to the Developer within 30 days after receipt of the Development Plan. The City shall not unreasonably withhold approval of the development plan. The Development Plan shall include the following:

(a) *Feasibility Study.* An assessment that determines whether the Project is likely to be successful and profitable after accounting for relevant factors such as technical, economic, and legal considerations.

(b) *Design Documents.* Drawings, site plans, floor plans, elevations, and other documents illustrating the scale of each component of the Project, as well as plans fixing and describing the size and character of the improvements as to structural, mechanical, and electrical systems, the proposed development phasing, and other such essentials as may be determined by the City.

(c) *Project Budget.* A budget showing, at a level of detail satisfactory to the City, the full cost of the construction and other related costs of the Project.

(d) *Evidence of Financing.* Evidence satisfactory to the City that the Developer has sufficient financing capacity and any commitments necessary to fund the full cost of the construction of the Project.

(e) *Construction Contract.* A form of construction contract between the Developer and a licensed construction contractor for the Project.

3.2. Project Timeline. Provided that all conditions precedent to the Developer's obligations to perform under this Agreement are satisfied, Developer shall make its best efforts to undertake the development of the Project according to the following schedule:

<u>Event / Action</u>	<u>To Occur On or Before</u>
Construction Commencement	30 days after Closing but not later than December 31, 2023
Construction Completion	24 months after Commencement but not later than December 31, 2025

Completion of construction shall be determined by the date all Project construction has been completed and each individual component has been issued a final certificate of occupancy.

3.3. Certificate of Completion. Promptly after completion of the Project, the City will furnish the Developer with an appropriate instrument certifying satisfactory completion of the same. Such certification by the City shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement and in the Deed with respect to construction of the Project. The City shall not unreasonably withhold issuance of the certificate of occupancy. The certification provided for in this section shall be delivered to the Developer in a suitable form as will enable it to be recorded in the proper office for the recording of deeds and other instruments pertaining to the Property.

4. CONDITIONS PRECEDENT TO CLOSING.

4.1. Generally. Before the City has any obligation to convey title to the Property to the Developer, each of the conditions precedent in this Section 4 must have been performed to the City's satisfaction and within the time frames established below. Notwithstanding any other provision of this Section 4, the City will use its best efforts (a) to complete each review within 30 days after the receipt of the applicable documents and materials, (b) schedule a prompt meeting with the Developer or give prompt written notice of any objections by staff, and (c) to issue the City's approval, rejection, or further requirements immediately following any decisive actions taken by the City through its designated boards, commissions, or city council.

4.2. Approval of Development Plan. The Developer will prepare or have prepared the Development Plan for submission to the City, and the City will have reviewed and approved the same under its prescribed practices and procedures.

4.3. Completion Guaranty Bond. Developer shall have provided to the City a Completion Guaranty Bond, in favor of and in form acceptable to the City, covering the full anticipated costs of the Project as described in the Development Plan.

4.4. Payment and Performance Bonds. Developer shall have provided to the City copies of the payment and performance bonds of its general contractor(s), in form, substance, and amount acceptable to the City, covering any contractors, subcontractors, and materialmen involved or expected to be involved in the construction of the Project. In addition to providing the copies provided above, Developer and the City shall enter into an agreement at or before Closing, in form acceptable to Developer's lender, that will provide for an assignment or transfer of funds from the performance bonds to the City in event the performance bonds are triggered at any point during construction.

4.5. Permits. The Developer shall have obtained all permits and approvals necessary to commence construction of the Project.

4.6. Insurance. Developer shall have provided evidence of insurance secured by the general contractor(s), including:

(a) Comprehensive general liability insurance in the amount of at least \$1,000,000.00 for any person, \$2,000,000.00 for any occurrence, and \$1,000,000.00 property damage;

(b) Property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial contract sum, plus value of subsequent contract modifications, comprising total value for the entire work to be completed under each of the respective construction contracts, on a replacement cost basis.

The City shall be furnished with certificates of insurance for each of the above requirements, which shall provide that such insurance shall not be changed or canceled, without 10 days' prior written notice to the City. ALL REQUIRED INSURANCE POLICIES SHALL LIST THE CITY AS A CO-INSURED OR ADDITIONAL INSURED AND A LOSS PAYEE.

4.7. City Acquisition of the Property. The City shall have acquired good and marketable title in fee simple to the Property from FCC.

4.8. Acceptance of Beneficial Interest in Bartlesville Film Authority. The City shall have accepted the beneficial interest of the Bartlesville Film Authority, a public trust to be created to provide assistance to the film industry within the City's corporate boundaries.

4.9. Deposit of Assistance in Development Financing Into Escrow. The City and BRTA shall have deposited the Assistance in Development Financing into the Escrow Fund, as described in Section 5 of this Agreement.

5. ASSISTANCE IN DEVELOPMENT FINANCING.

5.1. Generally. In consideration of the promises and performance obligations of the Developer set forth in this Agreement, the City and BRTA have agreed to provide the Developer a cumulative \$2,000,000.00 toward the Project as Assistance in Development Financing, to be provided subject to the conditions and procedures described in this Section 5.

5.2. Deposit Into Escrow. On or before Closing, the City and BRTA will each, respectively, deposit \$1,000,000.00 into an escrow account under Developer's name, managed by a financial institution of Developer's choosing acceptable to the City, and subject to an escrow agreement in the form attached to this Agreement as Exhibit D, which directs disbursements of the escrowed funds in a manner consistent with the conditions and procedures described in this Agreement.

5.3. General Disbursement Schedule. Escrowed funds will be disbursed to the Developer, generally, as Developer incurs expenditures toward vertical construction or rehabilitation work for the Project in accordance with this Agreement and the approved Development Plan, to pay for or reimburse actual and reasonable costs for construction and associated expenses of the Project, expenses may include architecture and engineering expenses as well as project management expenses, according to the following general schedule, but subject to the conditions precedents precedent described in Section 5.4:

(a) An initial disbursement of up to \$280,000.00 shall be made to Developer at or upon Closing, to reimburse Developer's certified expenses incurred during the early entry and access period described in Section 2.6 of this Agreement.

(b) The balance of the escrowed funds, less 10% retainage, shall be disbursed on a pro-rata basis with Developer's other sources of financing.

(c) 10% of the escrowed funds shall be retained in the escrow account until such time as a final certificate of occupancy is issued for all components of the Project. Any escrowed funds remaining will be distributed to the developer at this time.

5.4. Conditions Precedent. Prior to any disbursement of escrowed funds, all of the following conditions must be satisfied:

(a) Developer shall have submitted, at least 10 days prior to the meeting of the Bartlesville Film Authority at which the Developer desires the Bartlesville Film Authority to review the submission, and the Bartlesville Film Authority shall have approved, a certification of costs, in form and substance as may reasonably be required by the Bartlesville Film Authority, signed by the Developer together with an itemized list of construction and other approved Project costs paid for by Developer from equity, construction lending, or permanent lending, and such supporting documentation as the Bartlesville Film Authority may require, that evidences costs paid and expenses incurred. The City will provide Buffalo Roam a sample certification form within 3 business days after the Bartlesville Film Authority approves the form, and such form will be incorporated as an exhibit to this agreement.

(b) The Bartlesville Film Authority shall have received such evidence as it may reasonably require that shows that the proceeds of the proposed disbursement will be used to reimburse Project expenses incurred or paid in accordance with the approved Development Plan.

(c) Developer shall not have materially defaulted on any of its obligations under this Agreement.

6. BARTLESVILLE FILM AUTHORITY.

6.1. Within 30 days of the Effective Date, the City will have worked in good faith with the trustor and trustees to approve the trust indenture and beneficial interest in a new public trust, the Bartlesville Film Authority, which will have sufficiently broad purposes and authorizations as will allow it to oversee the escrowed funds as provided in Section 5 of the Agreement and to provide other assistance to the film industry within the City. It is anticipated that the Bartlesville Film Authority will have 5 trustees, including a member of City Council, a currently sitting trustee of BRTA, a currently sitting trustee of the Bartlesville Development Authority, a member of the board of directors of Visit Bartlesville, Inc., and the City Manager of the City (or the City Manager's designee).

6.2. The City will work in good faith with the trustor and trustees of the Bartlesville Film Authority to ensure that the new trust meet at regular times on at least a monthly basis.

7. TRANSFER RESTRICTIONS; PROPERTY TO REMAIN TAXABLE.

7.1. The Developer represents and agrees for itself, its successors and assigns, that except by way of security for, and only for the purpose of obtaining financing necessary to enable the Developer or any successor in interest to the Project, or any part thereof, to perform its obligations with respect to the construction or operation of the Project under this Agreement, the Developer is prohibited from transferring the Property or any part thereof or interest therein, to another entity which would give such entity "control" of the Property (excluding ordinary course leasing, development easements, or other routine operational grants), without obtaining the prior written approval of the City, not to be unreasonably withheld, delayed or conditioned. Any transfer of the Property will require the Developer to assign and the transferee to assume all relevant Project documents. Notwithstanding the foregoing or anything to the contrary in any Project document, City approval shall not be required for, and any transfer restrictions described herein shall not apply to, transfers within or among the ownership structure of any tax credit investor, special limited partner or general partners of the Developer, and/or a transfer of any limited partner interest owned by a tax credit investor.

7.2. The City will be entitled to require, except as otherwise provided in this Agreement, as conditions to any such approval that: (i) the Developer will provide adequate assurances that the transferee has the capacity to carry out the Project; (ii) the transfer will provide for the continued imposition of any covenants in this Agreement or the Deed; and (iii) any proposed transferee, by instrument in writing satisfactory to the City and in form recordable among the Washington County land records, will, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations on the Developer under this

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Agreement and agreed to be subject to all of the conditions and restrictions to which the Developer is subject.

7.3. Any permitted transfer will include a release and shall relieve the Developer, or any other party bound in any way by this Agreement or any assignment thereof, from any obligations imposed by this Agreement.

7.4. Notwithstanding anything to the contrary contained herein, the Developer will be free to transfer the Property or any part thereof and interests in the Developer, without the prior written consent of the City, after construction of the Project has completed and the City has issued a Certificate of Completion as described in Section above.

7.5. Notwithstanding any other provision of this Agreement, the Developer hereby represents that it is a for-profit company and not exempt from ad valorem taxation under any provision of the laws of the State of Oklahoma or the United States. Developer shall not seek any ad valorem tax exemption for the Property while it owns the Property, and shall be prohibited from transferring the Property or the Project to any governmental or non-profit user that will cause the Property or Project to become exempt from ad valorem taxation.

8. RIGHTS OF ACCESS TO PROPERTY.

8.1. The City reserves for itself and any public utility company, as appropriate, an unqualified right to enter on the Property at all reasonable times for reconstructing, repairing, maintaining, and servicing public utilities within the Property, provided that such entrance and work will not unreasonably interfere with Property operations, construction, management or tenant's use and enjoyment of the Property.

8.2. The Developer must not construct any building, structure, or improvement on, over, or within boundary lines of public utility easement unless provided for in such easement or City issues prior approval.

8.3. City will permit the Developer and the Developer's representatives access to the Property prior to conveyance for purposes of carrying out this Agreement. After conveyance, Developer will permit City or City's representatives access to the Property at all reasonable times, upon reasonable prior notice, for purposes of carrying out this Agreement (including inspections), but without unreasonable interference with construction, management, operations or tenant's use and enjoyment of the Property.

9. RIGHTS OF MORTGAGEES.

9.1. Permitted Encumbrances. Neither the Developer nor any successor in interest will engage in any financing or create any mortgage or other encumbrance on the Property, nor permit any lien to be made on or attached to the Property, except for purposes of obtaining funds necessary for constructing the Project and any related costs as detailed in the approved Development Plan.

9.2. Notification of Mortgages and Liens. The Developer must notify the City in advance of any financing, secured by mortgage or other similar lien instrument, it proposes to enter into with respect to the Property, and will promptly notify the City in event any encumbrance or lien has been created on or attached to the Property, regardless of whether by voluntary act of the Developer or otherwise.

9.3. Mortgagees Not Obligated to Construct. Mortgagees will not be obligated to construct the Project in the event the Mortgagee acquires the Property through foreclosure proceedings (or actions in lieu thereof).

9.4. Notices of Default. Any notice of the breach or Event of Default on this Agreement, or of the default on any related agreements instruments related to this Agreement, or any demand to the Developer from the City will, at the same time, be forwarded to each holder of a mortgage at the last address of such holder shown in City or Washington County records.

9.5. Mortgage Holders' Option to Cure. Mortgage holders will have the right, at their option, to cure or remedy any breach or Event of Default on the part of the Developer or the Developer's successor in interest, as mortgagor, and add the cost thereof to the mortgage debt and lien of its mortgage; provided that such holders shall not be authorized to undertake or complete construction of the Project without having expressly assumed the obligations of this Agreement by written agreement satisfactory to the City.

9.6. City's Options to Cure.

(a) In cases where the holder of any mortgage on the Property does not exercise its option to complete the Project, or fails to complete the Project within the period agreed to between the City and holder, as described in Section 9.5, and such failure continues for 60 days, the City will have the option of paying to the holder the amount of the outstanding mortgage debt and securing an assignment of the mortgage and debt secured thereby, or if the holder has acquired the Property through foreclosure of action in lieu, the City will be entitled, at its option, to a conveyance to it of the Property upon payment to such holder of an amount equaling: (a) the mortgage debt at the time of foreclosure/action in lieu; (b) all expenses related to the foreclosure/action in lieu; (c) the net expense (exclusive of general overhead) incurred by holder in and as a direct result of subsequent management of the Property; (d) costs of any improvements made by such holder; and (e) an amount equivalent to the interest that would have accrued on the aggregate of such amounts had amounts become part of its mortgage debt and such debt had continued in existence.

(b) The City also may, at its option, cure any default or breach by the Developer, which case the City will be entitled, in addition to other rights and remedies, to reimbursement from the Developer or any successor in interest of all costs and expenses incurred in curing such default or breach, including any amount of Assistance in Development Financing deposited or disbursed pursuant to Section 5 of this Agreement.

10. EVENT OF DEFAULT/REMEDIES.

FINAL FOR CONSIDERATION

10.1. In General. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by any Party or any successor to such Party, such Party (or successor) must, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and, in any event, within 60 days after receipt of such notice. Provided, however, that if any such Event of Default or breach is by the Developer and is incapable of being cured in such 60-day period and the Developer is diligently pursuing the cure of such breach or default, the time for curing the same will be extended at the reasonable discretion of the City. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

10.2. Termination by City Prior to Conveyance. In the event that, prior to the conveyance of the Property to the Developer, the Developer fails to perform any of the material covenants or obligations required of the Developer under this Agreement, and, if any such default or failure is not cured within 30 days after the date of written demand by the City (provided, however, that if any such default or failure is incapable of being cured in such 30-day period and the Developer is diligently pursuing the cure of such default or failure, the time for curing the same will be extended at the discretion of the City); then this Agreement, and any rights of the Developer, or any assignee or transferee, in this Agreement, or arising therefrom with respect to the City, BRTA, or the Property may, at the option of the City, be terminated by the City, in which event, neither the Developer (or assignee or transferee) nor the City nor BRTA will have any further rights against or liability to the other under this Agreement.

10.3. Termination by the Developer prior to Conveyance. The Developer shall have the right to terminate this Agreement prior to Closing if the City or BRTA fails to perform any of its obligations required under this Agreement or if, through no fault of the Developer, the Developer cannot satisfy the conditions to closing set forth in Section 4 hereof, in which event, neither the Developer (or assignee or transferee) nor the City nor BRTA will have any further rights against or liability to the other under this Agreement.

10.4. Rights and Remedies Cumulative; No Waiver by Delay. The rights and remedies of the Parties to this Agreement, whether provided by law or by this Agreement, will be cumulative, and the exercise by either Party of any one or more of such remedies will not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other Party. No waiver made by either such Party with respect to the performance, or manner or time thereof, or any obligation of the other Party or any condition to its own obligations under this Agreement will be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other Party or condition to its own obligations beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the party.

10.5. Party in Position of Surety with Respect to Obligations. The Developer for itself and its successors and assigns, and for all other persons who are or who will become, whether by

express or implied assumption or otherwise, liable upon or subject to any obligation or burden under this Agreement, hereby waives, to the fullest extent permitted by law and equity, any and all claims or defenses otherwise available on the ground of its (or their) being or having become a person in the position of a surety, whether real, personal, or otherwise or whether by agreement or operation of law, including, without limitation on the generality of the foregoing, any and all claims and defenses based upon extension of time, indulgence, or modification of terms of contract.

11. MISCELLANEOUS.

11.1. Notices. A notice, demand, or other communication under this Agreement by either Party to the other will be sufficiently given or delivered if dispatched by registered or certified mail, postage prepaid, return receipt requested, or nationally recognized overnight courier, or delivered personally, and:

- (a) in the case of the Developer, is addressed (or delivered personally) to the Developer in care of:

Buffalo Roam Studios LLC
ATTN: Managing Member
10913 S. 77th E. Pl.
Tulsa, OK 74133

- (b) in the case of the City, is addressed (or delivered personally) to the City at:

City of Bartlesville
ATTN: City Manager
401 S. Johnstone Ave.
Bartlesville, OK 74003

- (c) in the case of the BRTA, is addressed (or delivered personally) to the Nonprofit at:

Bartlesville Redevelopment Trust Authority
ATTN: Executive Director
401 S. Dewey Ave., Suite 812
Bartlesville, OK 74003

or to such other address with respect as each Party may from time to time designate in writing and forward to the other as provided in this Section.

11.2. Amendments; Time of the Essence. This Agreement may not be changed orally, but only by an agreement in writing and signed by the Parties. The Parties understand and agree that time is of the essence with regard to all the terms and provisions of this Agreement.

11.3. Force Majeure. For the purpose of any of the provisions of this DDA, neither the City, nor the BRTA, nor the Developer, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the Project, in the event of a

forced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts of the Federal government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such forced delay, the time or times for performance of the obligations described in this DDA shall be extended for the period of the forced delay, as reasonably determined by the City; provided, that the party seeking the benefit of the provisions of this subsection shall, within 30 days after the beginning of such forced delay, have first notified the other party thereof in writing, and of the cause or causes thereof, and requested an extension for the period of the forced delay.

11.4. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Oklahoma governing agreements made and fully performed in Oklahoma. If any provisions of this Agreement or their application to any persons or circumstances will, to any extent, be invalid or unenforceable, then the remainder of this Agreement and the application of such provision shall be valid and enforceable to the fullest extent permitted by law. Except as otherwise referenced, this Agreement sets forth the entire understanding between the Parties with respect to its subject matter, there being no terms, conditions, warranties or representations with respect to its subject matter other than that contained herein. This Agreement will be binding upon and will inure to the benefit of the Parties hereto, their respective successors and assigns.

11.5. Provisions Not Merged with Deed. None of the provisions of this Agreement are intended to or will be merged by reason of any deed transferring title to any portion of the Property from the City to the Developer or any successor in interest, and any such deed will not be deemed to affect or impair the provisions and covenants of this Agreement.

11.6. Counterparts. This Agreement is executed in multiple counterparts, each of which will constitute an original of this instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Developer has caused the Agreement to be duly executed in its name and behalf by its Managing Member.

BUFFALO ROAM STUDIOS LLC,
an Oklahoma limited liability company

By: _____
Jeff Smith, Managing Member

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2023, personally appeared Jeff Smith, to me known to be the identical person who executed the foregoing instrument as Managing Member of Buffalo Roam Studios LLC, an Oklahoma limited liability company, and acknowledged to me that he executed the same as his free and voluntary act for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above written.

Notary Public

My Commission Expires: _____
My Commission Number: _____

IN WITNESS WHEREOF, The BRTA has caused this Agreement to be duly executed in its name and behalf by its chairperson.

BARTLESVILLE REDEVELOPMENT TRUST AUTHORITY,
an Oklahoma public trust

By: _____
David Nelson, Chairperson

Attest:

Secretary

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on this ____ day of _____, 20____, personally appeared David Nelson, to me known to be the identical person who executed the foregoing instrument as the chairperson of the Bartlesville Redevelopment Trust Authority, an Oklahoma public trust, and acknowledged to me that he executed the same as his free and voluntary act on behalf of said public trust, for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above written.

Notary Public

My Commission Expires: _____
My Commission Number: _____

EXHIBIT A
PROPERTY DESCRIPTION AND DEPICTION

[see following pages]

**EXHIBIT A
PROPERTY DESCRIPTION**

[Insert legal description of the Property]

EXHIBIT A



FINAL FOR CONSIDERATION

**EXHIBIT B
FORM OF DEED**

[see following pages]

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Buffalo Roam Studios LLC
10913 S. 77th E. Pl.
Tulsa, OK 74133

**EXEMPT DOCUMENTARY STAMPS
O.S. TITLE 68, ART. 32, SECTION 3202**

(SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY)

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, the City of Bartlesville, Oklahoma ("*City*" or "*Grantor*") and Buffalo Roam Studios LLC ("*Developer*" or "*Grantee*") have heretofore entered into a certain Disposition and Development Agreement (hereinafter referred to as the "*Development Agreement*") dated _____, 2023 between the parties hereto and the Bartlesville Redevelopment Trust Authority ("*BRTA*"), whereby the Developer agreed to undertake the development of a film studio and film educational facility on certain real property and in certain facilities located generally at 520 South Osage Avenue, Bartlesville, Oklahoma 74003, previously occupied by the First Christian Church ("*Property*"); and

WHEREAS, all conditions precedent to Closing, as defined in the Development Agreement, have been satisfied, and the City finds it appropriate and desirable to convey the Property to the Developer.

NOW, THEREFORE, this Deed, made effective this ____ day of _____, 20____, by and between the **CITY OF BARTLESVILLE**, an Oklahoma municipal corporation (hereinafter referred to as the "*Grantor*"), acting herein pursuant to the above-mentioned Development Agreement, and the **BUFFALO ROAM STUDIOS LLC**, an Oklahoma limited liability company (hereinafter referred to as the "*Grantee*").

WITNESSETH:

That, for and in consideration of the sum of TEN DOLLARS and 00/100s (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does, by this Special Warranty Deed, grant, bargain, sell and convey unto the Grantee to have and to hold the following described land and premises, situated in Bartlesville, Washington County, Oklahoma, and more particularly described on Exhibit A attached hereto ("*Property*"), together with all and singular, the hereditament and appurtenances thereunto belonging or in any wise appertaining to the above-described land, including all right, title, and interest in and to vacated

streets and alleys abutting thereon, **LESS AND EXCEPT** any interest in and to oil, gas, coal, metallic ores, and other minerals therein and thereunder previously reserved or conveyed of record, **AND SUBJECT TO** the matters described in Exhibit B attached hereto.

The Grantor warrants title to the Property to be free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature made or suffered to be made by the Grantor, and Grantor will execute such further assurances thereof as may be requisite: **Provided**, however, that this Deed is made and executed upon and is subject to certain express conditions and covenants, said conditions and covenants being a part of the consideration for the Property hereby conveyed and are to be taken and construed as running with the land, and the Grantee hereby binds itself and its successors, assigns, grantees and lessees forever to these covenants and conditions which covenants and conditions are as follows:

FIRST: The Grantee shall devote the property hereby conveyed only to the uses specified in the applicable provisions of the Development Agreement or approved modifications thereof (which do not diminish the rights of the Grantee).

SECOND: The Grantee shall pay real estate taxes or assessments on the Property hereby conveyed or any part thereof when due and shall not place thereon any encumbrance or lien on the property other than liens securing the construction and permanent financing of the improvements to be construed on the Property pursuant to the Development Plan approved by the Grantor in accordance with Sections 3 and 7 of the Development Agreement, and shall not suffer any levy or attachment to be made or any other encumbrance or lien to attach until the Grantor certifies that all building construction and other physical improvements specified to be done and made by the Grantee pursuant to the Development Agreement have been completed.

THIRD: The Grantee shall commence promptly the construction of the aforesaid improvements on the property hereby conveyed in accordance with the said construction plans and shall prosecute diligently the construction of said improvements to completion: provided, that in any event, construction shall commence no later than December 31, 2023, and shall be completed no later than January 31, 2025.

FOURTH: Until the Grantor certifies that all the aforesaid improvements specified to be done and made by the Grantee have been completed, the Grantee shall have no power to convey the Property hereby conveyed or any part thereof without the prior written consent of the Grantor except as permitted by this Deed.

FIFTH: The Grantee agrees for itself and any successor in interest not to discriminate upon the basis of race, creed, color, or national origin in the sale, lease, or rental or in the use or occupancy of the Property hereby conveyed or any part thereof or of any improvements erected or to be erected thereon or any part thereof.

The covenants and agreements contained in covenants numbered SECOND, THIRD, and FOURTH shall terminate on the date the Grantor issues the Certificate of Completion as herein provided except only that the termination of the covenant numbered SECOND shall in no way be construed to release the Grantee from its obligation to pay real estate taxes or assessments (or

payments in lieu thereof) on the property hereby conveyed or any part thereof. The covenant numbered FIFTH shall remain in effect without any limitation as to time.

The Grantor shall be deemed a beneficiary of covenants numbered FIRST through FIFTH, the Bartlesville Redevelopment Trust Authority (“BRTA”) shall be deemed a beneficiary of covenants numbered FIRST through FOURTH; and such covenants shall run in favor of the Grantor and BRTA for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor or the BRTA is or remains an owner of any land or interest therein to which such covenants relate. As such beneficiary, the Grantor, in the event of any breach of any such covenant, and BRTA, in the event of breach of covenants numbered FIRST through FOURTH, shall each have the right to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach, to which beneficiaries of such covenant may be entitled.

Promptly after the completion of the above-mentioned improvements in accordance with the provisions of the construction plans, the Grantor will furnish the Grantee with an appropriate instrument so certifying in accordance with the terms of the Development Agreement. Such certification (and it shall be so provided in the certification itself) shall be a conclusive determination of satisfaction and termination of the agreements and covenants in the Development Agreement. Such certification (and it shall be so provided in the certification itself) shall be a conclusive determination of satisfaction and termination of the agreements and covenants of the Development Agreement and of the covenants and agreements contained in paragraphs numbered SECOND, THIRD, and FOURTH in this Deed, except that termination of covenant numbered SECOND shall in no way be construed to release the Grantee from its obligation to pay real estate taxes or assessments.

The Certificate of Completion provided for in the paragraph above shall be in such form as will enable it to be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Property hereby conveyed. If the Grantor shall refuse or fail to provide such Certificate of Completion, the Grantor shall, within thirty (30) days after written request by the Grantee provide the Grantee with a written statement, indicating in what respects the Grantee has failed to duly complete said improvements in accordance with the Development Agreement and what measures or acts will be necessary for the Grantee to take or perform in order to obtain such certification.

The Grantor certifies that all conditions precedent to the valid execution and delivery of this Special Warranty Deed on its part have been complied with and that all things necessary to constitute this Special Warranty Deed its valid, binding and legal agreement on the terms and conditions and for the purposes set forth herein have been done and performed and have happened, and that the execution and delivery of this Special Warranty Deed on its part have been and are in all respects authorized in accordance with law. The Grantee similarly certifies with reference to its execution and delivery of this Special Warranty Deed.

IN WITNESS WHEREOF, the undersigned have executed and delivered this instrument effective as of the date first above written.

[SIGNATURE PAGES TO FOLLOW]

BUFFALO ROAM STUDIOS LLC,
an Oklahoma limited liability company

By: _____
Jeff Smith, Managing Member

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

Before me, a Notary Public in and for said State, on this ____ day of _____, 20____, personally appeared Jeff Smith, to me known to be the identical person who executed the foregoing and acknowledged to me that he executed the same as his free and voluntary act for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.

NOTARY PUBLIC

My Commission No.: _____

My Commission Expires: _____

**ATTACHMENT C:
PERMITTED TITLE EXCEPTIONS**

[to be inserted]

EXHIBIT B
PERMITTED TITLE EXCEPTIONS

[Insert list of permitted title exceptions]

**EXHIBIT D
FORM OF ESCROW AGREEMENT**

[see following pages]

ESCROW AGREEMENT

This Escrow Agreement (“Agreement”) is entered into effective this ____ day of _____, 2023 (“Effective Date”), by and among the City of Bartlesville, a municipal corporation (“City”), the Bartlesville Redevelopment Trust Authority, a public trust (“BRTA”), Buffalo Roam Studios LLC, an Oklahoma limited liability Company (“Developer”), and Arvest Bank, an Arkansas for profit business corporation (“Escrow Agent”).

RECITALS:

A. The City, BRTA, and the Developer have executed a Disposition and Development Agreement dated effective _____, 2023 (“DDA”) which describes the respective obligations of the parties in connection with the land conveyance, planning, development, and operation of a film studio and film educational facility to be constructed on certain real property located generally at 520 South Osage Avenue in Bartlesville, Oklahoma, to be constructed in two phases and representing an aggregate private investment of at least \$2,000,000.00: (1) the rehabilitation of the existing building that previously housed the First Christian Church for use as a film educational facility, representing an aggregate private investment of at least \$1,000,000.00 and public development financing assistance of \$1,000,000.00 (“Church Rehab”); and (2) the construction of a new building that will host a sound stage meeting appropriate industry standards to enable filming of studio television and motion picture projects on-site (“Sound Stage”) (Church Rehab and Sound Stage, together, “Project”), and the public assistance to be provided by the City and BRTA in support of the Project, all as more particularly described in and subject to the terms and conditions of the DDA.

B. Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to such terms in the DDA.

C. Pursuant to the DDA, the City and BRTA have each agreed, respectively, to provide the Developer with assistance in development financing to support the Project through a cash grant in the aggregate amount of \$2,000,000.00, with the City providing \$1,000,000.00 and the BRTA providing \$1,000,000.00 (“Assistance in Development Financing”).

D. Pursuant to the DDA, the City and BRTA have agreed to deliver the Assistance in Development Financing to the Developer by depositing the amounts into an escrow account, from which the Developer may be disbursed amounts pursuant to the terms and conditions in Section 5 of the DDA.

E. The City and BRTA each desire to deliver the Assistance in Development Financing to the Escrow Agent, to be held in escrow strictly in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of mutual terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The Recitals above are incorporated by reference and shall be a part of this Agreement for all purposes.

2. Appointment of Escrow Agent. The City, BRTA, and the Developer hereby appoint Escrow Agent as escrow agent, and Escrow Agent agrees to serve as escrow agent. Escrow Agent agrees to perform the obligations set forth in this Agreement.

3. Delivery of Funds and Deed.

a. The City hereby delivers to Escrow Agent, and Escrow Agent hereby acknowledges receipt of, funds in U.S. Dollars in the amount of One Million and No/100 Dollars (\$1,000,000.00).

b. The BRTA hereby delivers to Escrow Agent, and Escrow Agent hereby acknowledges receipt of, funds in U.S. Dollars in the amount of One Million and No/100 Dollars (\$1,000,000.00).

4. Creation of Escrow. The funds described in Sections 3.a. and 3.b. above are collectively referred to as the "Funds." Escrow Agent agrees to place the Funds into interest-bearing accounts. Escrow Agent hereby acknowledges receipt of the Funds, agrees to hold the Funds in escrow, and to release the Funds only as specifically authorized in Section 5 below. During the entire term of this Agreement, all funds held by the Escrow Agent as cash awaiting distribution shall be invested at the direction of Developer. All interest derived from investing funds held in escrow shall accrue to the Escrow Accounts. The Escrow Agent reserves the right to retain any services fees or administrative fees from funds used as investment vehicles.

5. Conditions Precedent; Instructions and Authorization to Escrow Agent.

5.1 Conditions Precedent to Disbursement of Funds. The following are conditions precedent to the performance by Escrow Agent of the instructions described in Section 5.2 below:

(a) All parties to the DDA shall have executed the DDA;

(b) All parties to this Escrow Agreement shall have executed this Escrow Agreement;

(c) Developer shall have submitted, at least 10 days prior to the meeting of the Bartlesville Film Authority, a public trust, at which the Developer desires the Bartlesville Film Authority to review the submission, and the Bartlesville Film Authority shall have approved, a certification of costs, in form and substance as may reasonably be required by the Bartlesville Film Authority, signed by the Developer together with an itemized list of construction and other approved Project costs paid for by Developer from equity, construction lending, or permanent lending, and such supporting documentation as the Bartlesville Film Authority may require, that evidences costs paid and expenses incurred;

(d) The Bartlesville Film Authority shall have received such evidence as it may reasonably require that shows that the proceeds of the proposed disbursement will be used to reimburse Project expenses incurred or paid in accordance with the approved Development Plan;

(e) Developer shall not have materially defaulted on any of its obligations under the DDA; and

(f) Escrow Agent shall have received evidence from the Bartlesville Film Authority, the City, and BRTA, in form and substance as Escrow Agent may reasonably require, that conditions in paragraphs (a) through (e) above have been satisfied.

5.2. Disbursement. Provided all conditions precedent described in Section 5.1 have been satisfied, the Escrow Agent shall make periodic disbursements of portions of the Funds approved by the Bartlesville Film Authority according to the following schedule:

(a) At or upon Closing (or as soon thereafter as is practicable to meet the conditions precedent in Section 5.1), an initial disbursement of up to \$280,000 shall be made to Developer to reimburse Developer's certified expenses incurred prior to Closing.

(b) Subsequent disbursements of the Funds shall be made periodically on a pro-rata basis with the amount of Developer's other sources of financing, as described and approved by the Bartlesville Film Authority and disclosed on the evidence Escrow Agent receives pursuant to Section 5.1(f) of this Agreement.

(c) Escrow Agent shall retain 10% of the Funds in escrow, to be released only upon Escrow Agent's receipt of a copy of the final certificate of occupancy for all components of the Project.

6. Termination of this Agreement. In the event the Conditions Precedent are not satisfied and Escrow Agent has not received any evidence required under Section 5.1(f) on or before the Completion Date, as defined in the DDA, this Agreement shall terminate and the Escrow Agent shall return the Funds to the respective parties in the same amount and same manner as delivered to the Escrow Agent. All interest earned on the Funds deposited by the City shall be disbursed to the City. All interest earned on the Funds deposited by the BRTA shall be disbursed to the BRTA. In such event, the City and BRTA agree to pay, split in equal amounts, the Escrow Agent the Escrow Fee described in Section 8 below that would otherwise be payable by the Developer.

7. Duties of Escrow Agent. The City, BRTA and the Developer agree that the following provisions shall apply with respect to the duties, liabilities, privileges, and immunities of Escrow Agent:

a. Escrow Agent will be liable as a depository and remitter of the Funds only. Escrow Agent's duties hereunder are limited to the safekeeping of the Funds and the delivery of the same in accordance with this Agreement.

b. Escrow Agent will not be liable for any act or omission done in good faith, mistakes of fact, error of judgment, or for any claim, demand, loss, or damage made or suffered by any party to this Agreement, excepting such as may arise through or be caused by Escrow Agent's willful misconduct or gross negligence.

c. Escrow Agent is authorized to rely on any writing, instrument, signature, or document which it, in good faith, believes to be authentic and may assume the validity and accuracy of any statements or assertion contained in such writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized so to do.

d. This Agreement is the only agreement binding on Escrow Agent relating to the escrow and distribution of the Funds.

8. Fees. Except as described in Section 6 of this Agreement, upon the Escrow Agent's disbursement of all Funds and interest thereon, the Developer agrees to pay Escrow Agent a fee in the amount of \$2,000.00 as the total compensation for its services under this Agreement ("Escrow Fee"), plus the actual costs, charges, and fees the Escrow Agent may incur in serving as escrow agent under this Agreement. Escrow Agent's fee, and any other costs, charges, and fees the Escrow Agent incurs in serving as escrow agent under this Agreement shall be deducted from the interest earned on the Funds deposited by the City and BRTA prior to disbursement of interest earned to the Developer.

9. Governing Law. This Agreement and the dispositions hereunder shall be construed and regulated, and their validity and effect shall be determined by, the laws of the State of Oklahoma, without regard to the principles of conflicts of laws thereof.

10. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable.

11. Assignment. This Agreement is personal to the parties hereto and may not be assigned.

12. Amendment. Neither this Agreement nor any of the provisions hereof may be amended or modified other than by an instrument in writing signed by the parties hereto.

13. Notices. All notices, consents, waivers, and other communications under this Agreement shall be in writing, and shall be (a) sent by registered or certified mail, return receipt requested, or (b) delivered through a nationally recognized overnight delivery service, and shall be deemed delivered on the third business day following the date of mailing or the actual day of receipt of the overnight delivery. All notices and communications shall be delivered to the appropriate addresses set forth below (or to such other addresses as a party may designate by notice to the other parties):

The City: City of Bartlesville
401 S. Johnstone Ave.
Bartlesville, OK 74003
Attention: City Manager

BRTA: Bartlesville Redevelopment Trust Authority
401 S. Dewey Ave., Suite 812
Bartlesville, OK 74003
Attention: Executive Director

Developer: Buffalo Roam Studios LLC
[Address]
Attention: Managing Member

Escrow Agent: Arvest Bank
[Address]
Attention: [office/department]

14. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto and, as of the effective date of this Agreement, the terms and provisions contained herein shall supersede all other agreements between the parties hereto with respect to the matters contained herein.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall, for all purposes of this Agreement, be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto agree to be bound by the terms of this Agreement and have executed it as of the Effective Date.

CITY: CITY OF BARTLESVILLE,
a municipal corporation

Attest: By: _____
Mayor

City Clerk

APPROVED as to form and legality this ____ day of _____, 2023.

City Attorney

BRTA:

**BARTLESVILLE REDEVELOPMENT
TRUST AUTHORITY, a public trust**

Attest:

Secretary

By: _____
Chairperson

DEVELOPER:

**BUFFALO ROAM STUDIOS LLC,
an Oklahoma limited liability company**

By: _____
Name: _____
Title: _____

ESCROW AGENT:

**ARVEST BANK,
an Arkansas for profit business corporation**

By: _____
Name: _____
Title: _____

**CITY OF BARTLESVILLE
 AUTHORITIES, BOARDS, COMMISSIONS, COMMITTEES AND CITY COUNCIL**

A-Advisor/Ex Officio VM-Voting Member
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	<u>STAFF</u>	<u>COUNCIL REP.</u>
1. Adams Municipal Golf Course Operating Committee- 6 members..... 1 st Tues. of every other month at 6:00 p.m. in the Adams Clubhouse	Benedict (A)	Dorsey (VM)
2. Adult Center Trust Authority – 7 members..... Meetings as needed at the 55+ Activity Center	Bailey (A)	
i. 55+ Activity Center Board of Director- 10 members..... 3 rd Thursday of each month at 9 a.m. at the Activity Center	Bailey (A)	
3. Ambulance Commission – 4 members..... Meetings as needed – City Hall	Call & Ickleberry (A)	
4. Bartlesville Convention & Visitors Bureau (Visitors, Inc.)- 12 members 3 rd Tuesday each month at noon at the Depot.		Dorsey & Roszel (A)
5. Bartlesville Development Authority – 5 members..... 4 th Wed. of each month at 8 a.m. at the Depot, Silas Conference Room		Copeland & Curd (A)
6. Bartlesville Redevelopment Trust Authority – 6 members..... 4 th Wed. of each month at 3:30 in Council Chambers at City Hall	Bailey (A)	Roszel (VM)
7. Bartlesville Film Authority – 5 members..... Meetings as needed / 2 nd Monday of the month 1:30 p.m.	Sanders (A)	Curd (VM)
8. Board of Adjustment – 5 members..... 4 th Thursday of each month at 5 p.m. in Council Chambers at City Hall	Curtis & Collins(A)	
9. City Council-5 members..... 1 st Monday of each month at 7 p.m. in Council Chambers at City Hall	Bailey (A)	Full Council (VM)
i. Bartlesville Education Authority-Council Members.....	Bailey (A)	Full Council (VM)
ii. Bartlesville Municipal Authority – Council Members.....	Bailey (A)	Full Council (VM)
iii. City/County Emergency Management Council – 8 members..... i., ii., and iii. Meet as needed	Bailey (A)	Full Council (VM)
10. City Planning Commission –7 members..... 4 th Tuesday of each month at 5:30 p.m. in Council Chambers at City Hall	Curtis (A)	Roane (VM)
11. Community Center Trust Authority – 10 members..... Meet once a quarter at 8 a.m. at the Community Center (CCTA has subcommittees that meet as needed)	Bailey (A)	Copeland (VM)
12. Construction and Fire Code Appeals Board – 5 members..... Meet as needed.	Yankovich & Call (A)	
13. Downtown Landscape Task Force – 8 members..... Meet as needed	Siemers & Robinson (VM)	Curd & Roane (VM)
14. Employee Advisory Committee-12 members..... 2 nd Wed. of each month at 9 a.m. in the 2 nd fl. Conf. Room at City Hall	Bailey (A)	

15. History Museum Trust Authority – 9 members..... McGill (A) **Roane** (VM)
Meet once a quarter Jan. April, July and Oct on 4th Wed. at 9:15 a.m.
in the Museum Conference Room 5th floor City Hall
16. Keep Bartlesville Beautiful – 7 members..... Curtis (VM) **Roane** (VM)
Meet monthly 4th Tuesday at noon
17. Library Board – 8 members..... McGill (A)
2nd Tuesday Bi-Monthly at 4:30 p.m. in the Library.
18. Library Trust Authority – 8 members..... McGill (A) Roszel (VM)
Meet twice a year and as needed.
19. Park Board - 6 members..... Curtis, Henry, Robinson (A) Curd (VM)
3rd Thursday of each month at 12:00 p.m. in 1st fl. Conf. Room
 - i. Tree Sub-Committee of the Park Board – 5 members..... Curtis & Robinson (A)
2nd Thursday of each month, excluding June, July and August, at 12 p.m. at City Hall
20. Sewer System Improvements Oversight Committee – 7 members..... Bailey, Lauritsen (A) Dorsey (VM)
2nd Monday of each month at 4 p.m. in 1st fl. Conf. Room at City Hall.
21. Street and Traffic Committee – 7 members..... Call, Henry, Ickleberry (A) Roszel (A)
2nd Thursday of each month at noon in 1st fl. Conf. Room
22. Tax Incentive District Review committee – 9 members..... Curtis (A) Roane (VM)
Meet as needed.
23. Tower Green Design Committee – 7 members..... Curtis(A) **Roane** & Curd (V)
Meet as Needed
24. Transportation Committee – 5 members..... Curtis(A) Siemers (A) Muninger (A) **Roane** & Dorsey (VM)
Meet as Needed
25. Water Resources Committee – 17 membersBailey (VM) & Lauritsen (A) Copeland & **Roane** (VM)
Meet as needed.
26. White Rose Cemetery Board – 9 members..... Henry (A)
Meetings are held in odd months, 4th Thursday at 9:15 a.m.
at the White Rose Cemetery Office

June 2024