



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

REGULAR MEETING OF THE BARTLESVILLE CITY COUNCIL

Tuesday, September 3, 2024
5:30 p.m.

Mayor Dale Copeland
918-338-4282

AGENDA

1. Call to order the business meeting of the Bartlesville City Council by Mayor Copeland.
2. Roll call and establishment of a quorum.
3. The Invocation will be provided by Pastor Tosha Hollopeter, Oak Park Methodist Church.
4. Citizens to be heard.
5. **City Council Announcements and Proclamations.**
 - Presentation to Mike Bailey for CMAO 2024 Gerald Wilkins Award for City Manager of the Year. Presented by Steve Whitlock, CMAO Executive Director.
 - Recognition of the 100th Anniversary of Spirit Church by Councilman Roszel.
 - National Payroll Week Proclamation September 2-6, 2024
 - Constitution Week Proclamation September 16-22, 2024.
6. **Authorities, Boards, Commissions and Committee Openings**
 - One opening on the Ambulance Commission
 - One opening on the Bartlesville Museum Trust Authority
 - One opening on the Bartlesville Water Resources Committee (Ward 4 Representative)
7. **Consent Docket**
 - a. **Approval of Minutes**
 - i. The Regular Meeting Minutes of August 5, 2024.
 - ii. The Special Meeting Minutes of August 19, 2024.
 - b. **Approval and/or Ratification of Appointments to Authorities, Boards, Commissions, and Committees.**
 - i. Appointment of Ms. Marianna Guerrero to a three-year term on the Community Center Trust Authority at the recommendation of Mayor Copeland.
 - ii. Reappointment of Ms. Donna Copeland and Mr. John Fusselman to additional three-year terms on the White Rose Cemetery Board at the recommendation of Mayor Copeland.
 - iii. Reappointment of Mr. Adam Hibdon to an additional three-year term on the City Planning Commission at the recommendation of Councilman Schipper.
 - iv. Reappointment of Ms. Kinder Shamhart to an additional three-year term on the Board of Adjustment at the recommendation of Mayor Copeland.
 - c. **Approval and/or Ratification of Agreements, Contracts, Engagement Letters, Proposals, and Memorandums of Understanding.**
 - i. Magazine and Subscription Service Proposal between Rivistas Subscription Service and the Bartlesville Public Library/City of Bartlesville for Fiscal Year 2024-2025.

- ii. Contract for License Plate Recognition (LPF) Camera Services between Flock Safety and the City of Bartlesville/Bartlesville Police Department.
- iii. Contract for survey services between Polco Confluence, Inc. (Polco) and the City of Bartlesville, a platform that works to gather critical information from community stakeholders, assess needs and monitor resident satisfaction and government performance.
- iv. Contract for digital tracking software services between Envisio Solutions, Inc. and the City of Bartlesville for tools to assist in improved data management and more effectively share information with the public, particularly as it relates to the Bartlesville NEXT Strategic Plan and voter-approved capital projects.
- v. Professional Service Contract with Brown Engineers for the high service pump variable frequency drive replacement at the water treatment plan.
- vi. Agreement between the City of Bartlesville and Family YMCA of Bartlesville, setting out the roles and responsibilities for implementing the 2021 CDBG-Coronavirus Relief Program grant modification for rehabilitation of facilities to improve indoor air quality.
- vii. Design contract with Kimley-Horn & Associates, Inc. for engineering design for rehabilitation of four different concrete streets included in the 2023 issuance of the 2020 General Obligation Bond.
- viii. Proposal to purchase and for installation of shade structures for Tower Center at Unity Square.
- ix. Encroachment Agreement and Release of Liability with Sterling Enterprises, Inc. for part of Dink's parking lot that encroaches upon a portion of Frank Phillips Boulevard Right-of-Way.
- x. Discuss and take possible action to approve an agreement with the State of Oklahoma to receive and utilize annual funding received by the State as part of the Opioid Lawsuit Settlement Fund for additional opioid remediation purposes within the City of Bartlesville.

d. Approval of Resolutions

- i. Amendment to Resolution 3714 amending the Budget for the City of Bartlesville, Oklahoma for Fiscal Year 2024-2025, appropriating unanticipated grant revenue in the Restricted Revenues Fund of the Police Department for the FY 2024 Opioid Abatement Grant Award Agreement.
- ii. Amending the Budget for the City of Bartlesville, Oklahoma for Fiscal Year 2024-2025 appropriating unanticipated revenue in the Opioid Settlement Fund of the Police Department for the use of opioid settlement funds.

e. Receipt of Bartlesville NEXT Progress Report

- i. Bartlesville NEXT Progress Report – August 2024.

f. Receipt of Financials

- i. Interim Financials for 12 months ending June 30, 2024.

g. Receipt of Bids

- i. Bid No. 2024-2025-004 for Adams Golf Club Greens Renovation Project.
- ii. Bid No. 2024-2025-005 for Bartlesville Police Evidence/Property Room Firearm Sale.
- iii. Bid No. 2024-2025-006 for Tuxedo Bridge over Caney River.
- iv. Bid No. 2024-2025-007 for LED Wall Package

8. Discuss and take possible action to award Bid No. 2024-2025-004 for the Adams Golf Course Greens Renovation Project. Presented by Councilman Dorsey.

9. Discuss and take possible action to award Bid No. 2024-2025-005 for Bartlesville Police Evidence Room Firearm Sale. Presented by Councilman Roszel.

10. Discuss and take possible action to award Bid No. 2024-2025-006 for Tuxedo Bridge over Caney River. Presented by Councilman Schipper.

11. Discuss and take possible action to award Bid No. 2024-2025-007 for LED Wall Package. Presented by Councilman Schipper.
12. Public hearing and possible action on a request from Dan Keleher on behalf of Patriot Hyundai for a new Planned Unit Development (PUD) and Site Development Plan for 3.26 acres at the southeast corner of Southport Drive and Washington Boulevard/US HWY 75. Presented by Larry Curtis, Director of Community Development.
13. Discuss and take possible action to authorize the City Manager and/or the City Attorney to send formal notice to Price Tower Arts Center (PTAC) to terminate the Memorandum of Understanding regarding the management, maintenance and operation of the Tower Green, also known as Unity Square, a city-owned facility located at 6th and Dewey; and to approve a Lease and Operating Agreement between the City of Bartlesville and the Bartlesville Community Center Trust Authority to provide the management, maintenance and operation of Tower Green, also known as Unity Square. Presented by Jess Kane, City Attorney.
14. Discuss and take possible action to approve a resolution pertaining to public safety, lewd acts in public, protests, and constitutional rights of the public in public spaces. Presented by Mike Bailey, City Manager.
15. New Business.
16. City Manager and Staff Reports.
17. City Council Comments and Inquiries.
18. 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, August 29, 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.



**Office of the Mayor
City of Bartlesville
401 S. Johnstone
Bartlesville, OK 74003
918.338.4282
www.cityofbartlesville.org**

September 3, 2024

Pastor Jason Fullerton
Spirit Church
2121 South Madison Blvd.
Bartlesville, OK 74006

Dear Pastor Fullerton,

On behalf of the City Council and the citizens of Bartlesville, we extend our congratulations on the celebration of the 100th Anniversary of Spirit Church. Established October 5, 1924 under the leadership of Reverend James Kerr, as the Assembly of God Church, later named Spirit Church. The congregation grew tremendously requiring the acquisition of an entire half block, completed during Pastor Paul Holdirdidge pastorship in 1965. In 2018, under the leadership of Dr. Darryl Wootton, a beautiful and expansive 25,000 square foot building was dedicated at the current location. Spirit Church and its congregation has provided a valuable presence and service to the Bartlesville community and beyond, generously contributing money to local and global outreach efforts, and more importantly, sharing love, joy and peace of Jesus Christ with the least, last and the lost.

Thank you for your commitment to the Lord and to our community, Pastor Fullerton. We wish you and your church a happy celebration and continued blessings throughout the years to come.

Together in His Service,

A handwritten signature in black ink that reads "Dale W. Copeland". The signature is written in a cursive style with a large, prominent 'D' and 'C'.

Dale W. Copeland, Mayor
City of Bartlesville

DWC/eb



Official Proclamation

National Payroll Week September 2-6, 2024

WHEREAS, National Payroll Week (NPW) is celebrated annually during the first full week of September to recognize the significant contributions of payroll professionals in the economic health of businesses and the financial security of employees; and

WHEREAS, payroll professionals in the City of Bartlesville play a crucial role in ensuring that employees are paid accurately and on time, thus contributing to the productivity and morale of the workforce; and

WHEREAS, the payroll industry in Bartlesville is responsible for the timely collection, reporting, and remittance of payroll taxes, which support vital federal, state, and local services, including infrastructure, education, and public safety; and

WHEREAS, the payroll profession requires a high level of expertise and dedication, encompassing compliance with complex tax regulations, implementing new technologies, and maintaining the confidentiality and security of employee information; and

WHEREAS, National Payroll Week highlights the value of payroll professionals' contributions to businesses, government, and communities, and promotes the importance of payroll education and awareness among employers and employees; and

WHEREAS, recognizing National Payroll Week in Bartlesville will encourage appreciation and understanding of the payroll industry's vital role in the city's economy and the financial well-being of its citizens;

NOW, THEREFORE, I, Dale W. Copeland, Mayor of the City of Bartlesville, do hereby proclaim the week of September 2, 2024, as **National Payroll Week** in the City of Bartlesville and urge all citizens to recognize and honor the essential services provided by payroll professionals in our community.

IN WITNESS WHEREOF, we hereunto set our hands and caused the Official Seal of the City of Bartlesville, Oklahoma, to be affixed this 3rd day of September, in the year of our Lord two thousand and twenty-four.

Dale W. Copeland, Mayor



Official Proclamation

Constitution Week September 16-22, 2024

Whereas, The Constitution of the United States of American, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

Whereas, September 17, 2022 marks the 237th anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

Whereas, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebration which will commemorate the occasion; and

Whereas, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

Now therefore, I, Dale Copeland, Mayor, City of Bartlesville, do hereby proclaim the week of September 16 through 22 as Constitution Week and ask our citizens to reaffirm the ideals of the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Bartlesville to be affixed this 3rd day of September in the year of our Lord, Two Thousand Twenty-Four.

Dale W. Copeland, Mayor



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

**MINUTES OF THE
REGULAR MEETING OF THE
BARTLESVILLE CITY COUNCIL**

**Monday, August 5, 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 August 1, 2024 at 5:30 p.m.)

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

City staff present were Mike Bailey, City Manager; Jess Kane, City Attorney; Jason Muninger, CFO/City Clerk; Laura Sanders, Assistant City Manager; Micah Siemers, Director of Engineering; Terry Lauritsen, Director of Water Utilities; Kelli Williams, Chief Communications Officer; Larry Curtis, Director of Community Development; Alicia Shelton, Internal Financial Supervisor; Kiley Roberson, Director of the Library; Fire Chief H.C. Call; Steve Roper, Engineer; and Elaine Banes, Executive Assistant.

- 1. The business meeting of the Bartlesville City Council was called to order at 5:30 p.m. by Mayor Copeland.**
- 2. Roll call was conducted and a quorum established.**
- 3. The Invocation was provided by Pastor Aaron Kirkpatrick, Adams Boulevard Church of Christ.**
- 4. Citizens to be heard.**

Rebecca Carr provided comments regarding Adams Municipal Golf Course.

- 5. City Council Announcements and Proclamations.**

There were no announcements or proclamations.

- 6. Authorities, Boards, Commissions and Committee Openings**

- One opening on the Ambulance Commission
- One opening on the Bartlesville Museum Trust Authority
- One opening on the Bartlesville Water Resources Committee (Ward 4 Representative)

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.

7. Consent Docket

a. Approval of Minutes

- i. The Regular Meeting Minutes of July 1, 2024.

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

- i. Appointment of Mr. Tom Bucher to a three-year term to the Adams Golf Course Operating Committee at the recommendation of Councilmember Dorsey.
- ii. Appointment of Mr. Steve Munkirs to fill an unexpired term on the City Planning Commission at the recommendation of Councilmember Schipper.
- iii. Reappointment of Mr. Scott Hopson and Ms. Laura Wood to additional three-year terms each on the Bartlesville Library Trust Authority at the recommendation of Councilmember Roszel.

c. Approval of Resolutions

- i. Amending the budget of the City of Bartlesville for Fiscal Year 2023-24 appropriating unanticipated revenue for the Health Insurance Fund to cover the rise in medical costs.
- ii. Amending the budget of the City of Bartlesville for Fiscal Year 2023-24 appropriating unanticipated revenue for the Health Insurance Fund to cover unexpected specialty drug costs.
- iii. Amending the budget for the City of Bartlesville for Fiscal Year 2024-2025 appropriating unbudgeted fund balance in the Golf Course Memorial Fund.

d. Approval and/or Ratification of Agreements, Contracts, Engagement Letters, Change Orders, Addendums, Employment Agreements and Memorandums of Understanding.

- i. Agreement for Professional Document Digitization Services with ARC Document Solutions for a digital conversion of Community Development Department files.
- ii. Engagement Agreement between the City of Bartlesville and Crawford & Associates, P.C. for audit consulting services.
- iii. Service Agreement between the City of Bartlesville and Remington Cleaning, LLC for cleaning services for the Bartlesville Police Department.
- iv. Contract between the City of Bartlesville/Bartlesville Public Library and the Oklahoma Department of Libraries to receive E-Rate Category 2 funds for improvements to technological infrastructure previously approved by City Council on March 4, 2024.
- v. Contract between the City of Bartlesville/Bartlesville Public Library and the Oklahoma Department of Libraries to receive grant funds to pay for technology upgrades.
- vi. Task Order No. 3 to the Master Services Agreement between the City of Bartlesville and Parkhill, Smith and Cooper for Airport Consulting Services.
- vii. Equipment Lease between the City of Bartlesville and the Tri-State District of Wesleyan Church, c/o Wesleyan Christian School, for up to six (6) sets of surplus bleachers to be used at the Wesleyan Christian School football field.
- viii. Agreement between the City of Bartlesville and Teesnap, LLC. to provide point of sale software and reporting services at the Adams Municipal Golf Course.
- ix. Agreement between John C. Holden and the City of Bartlesville for Code Enforcement Hearing Examiner services.
- x. Mutual Aid Agreement between Phillips 66 Research Center-Emergency Response Team (PRCERT) and the Bartlesville Fire Department (BFD) to provide additional

resources through cooperation when needed for emergency incidents including those occurring on any Phillips 66 property.

- xi. Agreement between Cathy Wilson and William Thompson and the City of Bartlesville, for the voluntary demolition of a dilapidated structure on property addressed as 1311 NW Cudahy Street.
- xii. Agreement between Barbara F. Pace and the City of Bartlesville, for the voluntary demolition of dilapidated structures on property addressed as 141 NW Margarite Ave.
- xiii. Agreement between Chris Nave and Elizabeth Woods and the City of Bartlesville, for the voluntary demolition of a dilapidated structure on property addressed as 515 SE Seneca Ave.
- xiv. Agreement between Ethel Marie Alfrey and the City of Bartlesville, for the voluntary demolition of a dilapidated structure on property addressed as 1610 SW Oak Ave.
- xv. Short Form Contract with B-Town Construction to attempt to clear an obstruction in the Turkey Creek Watershed outfall pipe.

e. Receipt of Bartlesville NEXT Progress Report

- i. Bartlesville NEXT Progress Report – July 2024.

f. Receipt of Bids

- i. Bid No. 2024-2025-003 Bond Park Improvements

Mayor Copeland read the consent docket in its entirety. Mr. Schipper removed Item 7.a.i. for further discussion. Mr. Roszel removed Item 7.d.iii. and 7.d.viii. for further discussion.

Mr. Roszel moved to approve the consent docket except for Items 7.a.i., 7.d.iii. and 7.d.viii., seconded by Mr. Schipper.

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

Items pulled from the Consent Docket to be discussed.

7.a. Approval of Minutes

- i. The Regular Meeting Minutes of July 1, 2024.

Mr. Schipper pointed out that Andrew Ward's title was incorrect in the minutes. He is Deputy Chief Ward, not Captain Ward.

7.d. Approval and/or ratification of Agreements, Contracts, Engagement Letters, Change Orders, Addendums, Employment Agreements and Memorandums of Understanding.

- iii. Service Agreement between the City of Bartlesville and Remington Cleaning, LLC for cleaning services for the Bartlesville Police Department.

Mr. Roszel requested a correction in the amount of times cleaning will occur since there are conflicting numbers in the Agreement. The correction is cleaning will be conducted five (5) nights, not (3) nights.

- viii. Agreement between the City of Bartlesville and Teesnap, LLC to provide point of sale software and reporting services at the Adams Municipal Golf Course.

In response to Mr. Roszel's inquiry regarding the length of the agreement since the golf course management is still being decided, Ms. Sanders stated that she and Mr. Muninger discussed whether a one-year or two-year agreement would be best. The agreement presented is Teesnap's standard agreement, and Mr. Muninger feels the software will be used long-term no matter the management situation. A brief discussion covered management of the golf course in the future; how any changes could affect the agreement; options; and how after discussion, Mr. Roszel approved of the agreement as presented.

Mr. Roszel moved to approve Items 7.a.i. with correction noted, 7.d.iii. with correction noted, and 7.d.viii 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

8. Discuss and take possible action to award Bid No. 2024-2025-003 for Bond Park Improvements. Presented by Vice Mayor Curd.

Vice Mayor Curd provided the bid information.

Vice Mayor Curd moved to award Bid No 2024-2025-003 to Brent Bell Construction, LLC in the amount of \$1,285,681.50, seconded by Mr. Dorsey.

Vice Mayor Curd asked Mr. Siemers to provide additional information on the Douglass Park parking lot and how it would be funded. Discussion ensued covering how the Douglass Park parking area is more like a street project, therefore would be paid from the Street Fund; how the Douglass Park improvement will run concurrently, if possible, with the other park parking lot improvements; how in-house labor will be used for the Douglass Park parking lot; how Cass street will be improved along with the Douglas Park parking lot; that there were other non-named streets that the 2023 Bond funds could be allocated to instead of Douglass Park parking lot and Cass Street; how there is the option to use unallocated sales tax funds which is available; that savings of using in-house labor is substantial; how discretionary projects are built into the 2023 Bond funds which makes this project is eligible; and that the Douglass Park parking lot project funding did not go before the Street and Traffic Committee prior to this decision.

Voting Aye: Mr. Dorsey, Vice Mayor Curd, Mr. Schipper, Mayor Copeland
Voting Nay: Mr. Roszel
Motion: Passed

9. Discuss and take possible action to approve the Collective Bargaining Agreement between the City of Bartlesville and International Association of Firefighters Local 200 (the "IAFF") for Fiscal Year 2024-2025. Presented by Jess Kane, City Attorney.

Mr. Kane reported that after many meetings, numerous drafts and countless hours of staff time, an agreement was reached with the IAFF for FY 2024-2025. The agreement is unchanged from last year, except for payscale which is updated with a 6% COLA and 5% merit; an increase already approved for general employees and the police department. Mr. Kane pointed out that the IAFF does not accept multi-year contracts. He also pointed out that the IAFF refused an employee performance and recognition program for their employees who are recognized as top performers, as well as the annual recognition awards based on

extraordinary service. The Union was not interested, did not consider, and did not bother to counter the offer. He added that the IAFF is not interested in discussing ways to pay members more for doing a good job. Mr. Kane concluded that these recognition and performance policies are a direct outgrowth of the Council approved Strategic Plan which provides for employee retention, reward and incentive.

Mr. Dorsey moved to approve the Collective Bargaining Agreement between the City of Bartlesville and International Association of Firefighters Local 200 for Fiscal Year 2024-2025, seconded by Vice Mayor Curd.

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

Mayor Copeland expressed his appreciation to the staff for successfully negotiating the agreement.

10. Presentation and discussion of the Bartlesville Fire Department Apparatus Policy. Presented by H.C. Call, Fire Chief.

Chief Call stated that one of his first assignments to review was the department's apparatus replacement situation. Using a PowerPoint, he covered the Industry Standard Replacement Schedule which is attached to these minutes. Moving forward, he is recommending to replace Quint 3 with a used aerial apparatus which is in the current budget (\$700,000 for FY 2024-2025), replace Quint 4 with a new aerial apparatus in FY 2025-2026 and replace engine 11/tanker 1 with a new custom cab pumper tanker in FY 2025-2026. A meeting was held with the apparatus committee that includes 16 members of all shifts and all ranks. The committee and city garage personnel were all were in agreement with the recommendations. Mr. Bailey stated that since what was discussed during the budget process has changed to provide these improved options, he wanted Chief Call to present the recommendations. He added that the intent is get the needs of the Fire Department on a predictable replacement schedule for improved fund management.

A brief discussion covered STBA procedures for replacement and re-use; policy explanation on reserves; how three reserves would be ideal; how most repairs can be made at the City garage and others are taken to Oklahoma City or other locations for repairs; how ordering equipment several years out could include a good discount on the purchase; and how part of the Strategic Plan includes planning for these types of large purchases.

No action was taken. Council expressed their appreciation for the update and presentation.

11. Discuss and take possible action to adopt an ordinance permitting the use of golf carts on City streets. Presented by Councilman Loren Roszel.

Mr. Roszel reported that the proposed ordinance was brought forward by himself after a couple of constituents inquired about allowing golf carts on City streets. He added that once word was out about the possibility, he received comments both for and against. His goal with the ordinance is that there are already golf carts and other types of unlicensed vehicles on the streets so with the ordinance laws and regulation would govern them. He also stated that being able to utilize golf carts could increase community mobility, as long they have all of the required safety equipment. He stated that there could be restrictions such which streets they are allowed on and not allowed on, and could stay under 20 mph. He said he understands

some of the hesitation but he compared golf carts to bicycles and motorcycles that the public already allows for.

Discussion covered Mr. Schipper's and some of his constituent's' concerns such as using a golf cart in place of cars, and accidents. One citizen had the idea of restricting travel by golf carts within the City's entertainment district. He stated that he would like to defer action on this until the 2025 Comprehensive Plan is complete since it addresses transportation needs. He also noted that City staff in the staff report did not recommending use of golf carts on City streets, but instead states that staff supports the proposed ordinance. Mr. Roszel commented that the proposed ordinance does address some of the restrictions noted by Mr. Schipper, and that City staff is not the recommending body, since he is the one who is bringing it forward adding that he appreciated City staff's support in researching and preparing the ordinance. Mr. Roszel stated that has received more favorable responses than negative. Mr. Dorsey stated that also received for and against feedback from his constituents. Mayor Copeland stated that golf carts are engineered for golf courses, not streets, and after researching the idea with two different people in two different states, who passed an ordinance such as this, for the best reason, said they would not have done so in retrospect. Enforcement issues as well as safety concerns were part of their issues once allowed. Mayor Copeland continued that golf carts are not typically made with safety devices; getting from different points across town if not allowed on roadways over 20 mph; could impact Pathfinder Parkway, which would be of great concern. He concluded that his concerns about the implementation was not with the spirit of the ordinance but safety concerns, and information from those who regret allowing golf carts on the streets. Vice Mayor Curd stated that there are areas of concerns but they could be addressed with specific regulations including seat belts, reflectors, etc. Mr. Bailey stated that Section 8 in the proposed ordinance deals with safety issues.

At a citizen's request, Mayor Copeland allowed a public comment from Pastor Aaron Kirkpatrick who asked to speak. Pastor Kirkpatrick reported that he had owned and managed a fleet of golf carts in Destin, Florida, and that the concerns listed in this meeting were addressed and solved in his case. He added that in the years he managed the fleet there were no accidents, but there were very strict regulations to make them street legal, costing around \$3000 per cart above the purchase price. In regard to not having speedometers, Pastor Kirkpatrick stated that golf carts do have governors which keeps the speed under 25 mph. He stated that appreciated what Mr. Roszel says about providing mobility, but they are expensive and will not likely be purchased by those who currently use the scooters or motorized bicycles. He agrees with the Mayor that golf carts should stay off of Pathfinder Parkway. Rebecca Carr also stated that governors do keep the speed down, and there are actually kits to build carts to make them more affordable. Mayor Copeland closed the public comment portion and stated his appreciation to everyone discussing and commenting on this item. He provided options to approve the ordinance as presented or to table for further research and re-define.

Mr. Roszel moved to adopt the proposed Ordinance permitting the use of golf carts on City Streets as presented, seconded by Vice Mayor Curd.

Mr. Schipper appreciated the discussion, but stated cannot vote in favor of it due to concerns about unintended consequences and having to back track at a later date. He also mentioned the Comprehensive Plan again which may address transportation issues such as this. Mr. Roszel inquired of the timeline of when the Comprehensive Plan will be completed. Mr. Bailey reported that it will likely come before the Council in October 2024, with the

transportation portion likely to be completed in 2025. Mayor Copeland reiterated his concerns concluding with this is a safety issue, first and foremost; mobility is desirable, but safety first.

Voting Aye: Vice Mayor Curd, Mr. Roszel
Voting Nay: Mr. Schipper, Mr. Dorsey, Mayor Copeland
Motion: Failed

Mayor Copeland stated that this type of ordinance could be revisited after being re-defined.

- 12. Discuss and take possible action to accept a conveyance of 12 properties from the Washington County Treasurer's Office, such properties having not received a minimum reserve bid covering the amount of City liens on the properties, at the annual Washington County Tax Resale Auction held on June 10, 2024 and consider and take action to release the City's liens on these properties: 1)102 SW Adeline Ave.; 2) 134 NE Chickasaw Ave.; 3) 107 SE Comanche Ave.; 4) 523 SE Comanche Ave.; 5) 1036 SW Hickory Ave.; 6) 141 NW Kaw Ave.; 7) 1040 SW Maple Ave.; 8) 1104 SW Maple Ave.; 9) 1111 SW Maple Ave.; 10) 1413 SW Oak Ave.; 11) 501 SW Penn Ave.; and 12) 204 NW Theodore Ave. Presented by Larry Curtis, Director of Community Development.**

Mr. Curtis reported that pursuant to the passing of recent State legislation, HB 2361, effective November 1, 2023, municipalities now have an optional procedure to recover City code enforcement abatement liens on certain tax delinquent properties that go to the annual County tax resale auction. After the auction in June, 2024, 12 properties fell under that option that did not receive minimum bids. His staff had previously notified the County Treasurer's office to ensure that should the County not receive minimum bids, that the City could take ownership of the properties. The City's goal in doing so would be to recoup the City's losses on the properties and also assist with housing needs if there are interested buyers.

Discussion covered how the liens are due to mowing and demolition expenses due to neglect and/or abandonment; how the City is not trying to get into the real estate business, but to find a way to recoup losses and assist with housing needs; how buyers have not yet been identified since this is a new opportunity just approved by legislation; how there had been an informal agreement with the County in years past that was similar to the new legislation and resulted in a very successful auction of properties that fell into this category; how this opportunity allows the City to explore housing, possibly place the lots with a realtor for a larger project and explore several options. Further discussion covered how the County will write off the back taxes before deeding to the City with the vision of the City developing them in order to get them back on the tax rolls; how the City deals with affordable housing and economic development which the County does not necessarily pursue; and how Mr. Roszel feels that the City will not only the have costs associated to manage and sell the properties, but also that he feels the City is taking the properties out of the capital enterprise system. Mr. Bailey pointed out that in the past, the Council has passed incentives for affordable housing and also addressed buyers of properties with these liens asking to have them waived. This is a similar form of those two instances. Mr. Bailey added that in this situation, there is opportunity; with minimal burden since the City only needs to recover the City's expenses. Further discussion ensued covering how the City's lien remains in place on the properties; how the sale of the properties will come before the Council; and how this process simplifies the process. Mr. Roszel again states his concerns of oversight, management and selling of the properties. Mayor Copeland pointed out that the City is already providing the maintenance, and Vice Mayor Curd stated that with respect to Mr. Roszel's concerns, this action aligns with the City dealing with housing issues. He added that stockpiling properties is

not the goal, but this action is a reasonable effort to see if the properties can be used in a good way. Mr. Curtis added that this type of transaction happens only once a year, so if it is not successful, then the City will not pursue it again. Mr. Dorsey stated that he feels that there are people in Bartlesville that will be interested in these lots, and having an inventory will help. Mr. Roszel stated that this seems speculative to him with Mr. Bailey responding that exposure is limited, and adding that many purchases are made by next door property owners. He concluded that although this type of transaction is unusual for the City, it is not unprecedented. Mr. Dorsey again agreed that this is a good idea, and in response to Mr. Schipper's inquiry, Mr. Curtis stated that all 12 lots are empty lots.

Vice Mayor Curd moved to accept the conveyance of properties as listed and as presented, seconded by Mr. Schipper.

Mayor Copeland stated that this action has potential and appreciated the discussion and comments.

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

13. Discuss and take possible action to adopt an ordinance amendment to restructure the Keep Bartlesville Beautiful (KBB) committee, replacing the Community Development Director with an additional citizen member, while retaining the Community Development Director as an ex officio member. Presented by Larry Curtis, Director of Community Development.

Mr. Curtis reported that it is important to ensure the community driven nature and foster greater citizen engagement in committees. After a couple of meetings to continue that process along, he found that when you have a city official sit on a committee, can potentially inhibit committee members. He feels he should step back as a member and act as an advisor to the committee. Vice Mayor Curd stated that this is indicative of Mr. Curtis' character, and another example of this is hiring Mr. Holden to be the hearing officer for code enforcement hearings. He stated his appreciation of Mr. Curtis for his direction in both cases.

Mr. Roszel moved to adopt the Ordinance Amendment to restructure the Keep Bartlesville Beautiful Committee as presented, seconded by Mr. Schipper.

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

14. Discuss and take possible action to review and approve the City Council Meeting Rules of Procedure and Code of Ethics per Article 2, Section 9 and Article 2, Section 13, respectively, of the Amended City Charter following the recent amendments to the Amended City Charter. Presented by Jess Kane, City Attorney.

Mr. Kane reported that this item is basically a housekeeping item required after the recent Charter election. The Amended Charter was submitted, approved and signed by Governor Stitt on June 5, 2024. The Charter requires approval/adoption of the Meeting Rules of Procedure and Code of Ethics Resolutions following every City Council and Charter election within 60 days of such election. The resolutions submitted have been in place for several years and are approved following every election.

Discussion covered how the Resolutions have worked well over the past several years; how Mr. Roszel would like to extend the public comment section to 60 minutes instead of 15 minutes; how anytime during past meetings when additional time was needed, any number of citizens wishing to speak were allowed to speak and the time was extended; how the Mayor feels that the rules in place work well and any time frame can be arbitrary; how these Resolutions will come before the Council again following the November Council elections; and how a new Council could even abolish the public comment section should they chose to do so. Mr. Roszel stated he would like to make the change at this meeting and procedure was discussed, and noted that such action is allowed. Additionally, it was brought up that a change in Resolution 3661 Rules of Order could possibly affect other documents. Discussion ensued as to whether or not to vote to amend the resolution at this meeting or allow staff to research the proposed change and bring it back to a vote to amend at a later meeting.

Mr. Roszel moved to amend Resolution 3661 Section 1.C.4. to extend the public comment from a total of 15 minutes to a total of 60 minutes. The Mayor inquired if this section is the only place in the document that the amendment affects. Mr. Roszel stated this Section is the only place this occurs. The Mayor again stated his concern that Mr. Roszel's proposed amendments may affect other documents, but in his opinion, to do so was not insurmountable. Mr. Kane stated that this policy could possibly affect the Council Handbook which would require Council approval to amend it as well, at a later meeting.

The Mayor called for a second to Mr. Roszel's motion. Lacking a second, the motion failed.

Mr. Dorsey, confirmed that the Mayor has the authority to expand the amount of time under the current resolution.

Vice Mayor Curd moved to approve Resolutions 3226 and 3661 as presented and to direct staff to review potential updates in regard to time limits to the public comment section in Resolution 3661 as it applies throughout City documentation, seconded by Mr. Dorsey.

Mr. Roszel reminded Council that they have taken action before then followed with amendments when needed. His goal with the proposed amendment is to ensure the citizens have the ability to speak and allow them enough time to do so, and stated his frustration with not taking action at this time. Mr. Kane introduced Stephanie Clifton who recently joined Mr. Kane's law firm. Ms. Clifton will research the potential affect the proposed amendment offered by Mr. Roszel may have on all City documents tomorrow. Mr. Roszel inquired why invite citizens to attend and speak only to limit them. Mayor Copeland reiterated again that he does not limit the number of speakers nor the time allowed, and that balance is important to conduct a business meeting. Vice Mayor Curd supported Mayor Copeland stating that citizens are allowed to speak and not be restricted, and have been for as long as he has sat on the Council.

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

- 15. Discuss and take possible action to approve Addendum #2 to the Disposition and Development Agreement between the City of Bartlesville, Buffalo Roam, and Bartlesville Redevelopment Trust Authority. Presented by Mike Bailey, City Manager.**

Mr. Bailey stated that Buffalo Roam's bank, Blue Sky, has requested one final addendum prior to closing. Addendum #2 removed the dates from Section 3.2 that say "but not later than December 31, 2023" and "but not later than December 31, 2025" from the Disposition and Development Agreement. The City did not feel this needed to be done, but the bank insisted. The BRTA will meet this week to act on the Addendum #2.

Vice Mayor Curd moved to approve Addendum #2 to the Disposition and Development Agreement as presented, seconded by Mr. Schipper.

Vice Mayor Curd

Voting Aye: Vice Mayor Curd, Mr. Schipper, Mr. Roszel, Mr. Dorsey, Mayor Copeland

Voting Nay: None

Motion: Passed

16. New Business.

There was no new business to address.

17. City Manager and Staff Reports.

Mr. Bailey explained the five year water rate plan that was adopted by the City Council four years ago. The rates went into effect on July 1 and due to the increase, there are two water block charges which shows the June rate on water usage and the rate increase beginning July 1. The capital charges are for a new wastewater plant and improvements to the water plant. The rate increases were spread out so that a one-time large increase was not necessary. The Mayor stated that he had received many questions even though the billing is transparent. Mr. Bailey reported that the new billing statement will continue to set out all costs but they will be printed on the second page of the bill.

The shuttle service at the airport to Houston has been reinstated and is of significant benefit to the airport. It is larger than the shuttle that operated in the past and expansion is possible.

City Staff has been working on the Strategic Plan and will present a refreshed version to the City Council in a workshop in the near future.

18. City Council Comments and Inquiries.

Mr. Schipper encouraged citizens to be aware that school starts soon and to be cautious at school crossings. He also encouraged travel routes that accommodate increased traffic in those areas.

Mayor Copeland encouraged citizens to check on neighbors due the high heat warnings.

19. There being no further business to address, Mayor Copeland adjourned the meeting at 8:03 p.m.

Dale W. Copeland, Mayor

Jason Muninger, City Clerk/CFO



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

**MINUTES OF THE
SPECIAL MEETING
OF THE
BARTLESVILLE CITY COUNCIL**

**Monday, August 19, 2024
5:30 p.m.**

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

MINUTES

(The Notice of Meeting and Agenda was posted on August 15, 2024 at 5:30 p.m.)

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

City staff present were Mike Bailey, City Manager; Jess Kane, City Attorney; Laura Sanders, Assistant City Manager; Kelli Williams, Chief Communications Officer; Police Chief Kevin Ickleberry; Fire Chief H.C. Call; Lisa Beeman, Grant Coordinator; Deputy Chief Andrew Ward; Kiley Roberson, Library Director and Elaine Banes, Executive Assistant.

- 1. The business meeting of the Bartlesville City Council was called to order by Vice Mayor Curd at 5:30 p.m.**
- 2. Roll call was conducted and a quorum established.**
- 3. Mr. Dorsey provided the invocation.**
- 4. Citizens to be heard.**

There were no citizens to be heard.

- 5. Consent Docket**
 - a. Approval of Agreements, Contracts, Memorandums of Understanding,**
 - i. Contract between the City of Bartlesville/Bartlesville Public Library and the Oklahoma Department of Libraries for grant funding that will pay the majority of the salary for the part-time Library Assistant position.**

Vice Mayor Curd read the consent docket in its entirety.

Mr. Roszel moved to approve the consent docket, seconded by Mr. Schipper.

Voting Aye: Mr. Schipper, Mr. Roszel, Mr. Dorsey, Vice Mayor Curd

Voting Nay: None

Motion: Passed

- 6. Discuss and take possible action to approve a Contract for Services with GRAND Mental Health to perform services related to the FY 2024 Opioid Abatement Project. Presented by Lisa Beeman, Grant Coordinator.**

Police Chief Ickleberry reported for Ms. Beeman stating that he will include Items 6., 7., and 8. In one presentation since all pertain to the same subject.

Regarding Item 6., the agreement with GRAND Mental Health is to carry out the opioid abatement project as per the terms of the City's FY 2024 Opioid Abatement Grant Award Agreement with the State of Oklahoma. This agreement authorizes the payment of \$120,000 to GRAND Mental Health over a two year period of time to provide two certified peer recovery support specialists to work with the Police Department's existing Crisis Intervention Response Team (CIRT) and the Parks and Pathfinder Program. These two team members will assist with outreach services to create a pathway from homelessness to treatment to housing for Bartlesville individuals experiencing homelessness, opioid addiction, and at risk for unintentional overdose, particularly those who have set up encampments along Pathfinder Parkway. Outreach services which can be provided by GRAND include immediate access to its Urgent Recovery Centers and Addiction Recovery Center for treatment, and housing navigation services and rental support when they discharge from residential inpatient treatment and step-down into outpatient and other recovery services. GRAND has experience with using outreach teams in Tulsa and are currently having success in connecting with many homeless individuals who have agreed to coming to treatment.

Regarding Item 7., the agreement is in response to a grant application submitted by the Bartlesville Police Department on April 16, 2024 which proposed a partnership with GRAND Mental Health to further the existing Crisis Intervention Response Team (CIRT) and the Parks and Pathfinder Program. The grant will provide \$120,000 to be spent over a two-year period which will expand the existing Police CIRT teams that provide increased patrolling along Pathfinder Parkway by including outreach team members from GRAND. The program is intended to identify and engage with individuals experiencing homelessness and opioid addiction, or those at risk of opioid addiction, with the goal of getting them into treatment, recovery, and long-term housing solutions. Two GRAND team members, who are Certified Peer Recovery Support Specialists will work with the Police CIRT team to build a rapport with these individuals that will result in getting them into services. The program anticipates fifty (50) individuals across Bartlesville will benefit over the two-year grant term.

Regarding Item 8., in order to accept the \$120,000 in grant funding from the State of Oklahoma as per the FY 2024 Opioid Abatement Grant Award Agreement and then to disburse such funding to GRAND Mental Health as per the Contract for Services, a budget amendment must be approved by resolution.

Mr. Roszel inquired how this will be funded after 2024. Mr. Bailey stated that this is the first year of funding and there are more funds available. Chief Ickleberry added that funding would be sought in other areas if this particular funding ends. A brief discussion followed how the assistance works with those patrolling the pathfinder and the homeless and/or those addicted to opioids that are often found in that area.

Mr. Schipper moved to approve the Contract for Services with Grant Mental Health as presented, seconded by Mr. Roszel.

Voting Aye: Mr. Roszel, Mr. Dorsey, Mr. Schipper, Vice Mayor Curd

Voting Nay: None

Motion: Passed

7. Discuss and take possible action to approve the FY 2024 Opioid Abatement Grant Award Agreement and Notice of Award with the State of Oklahoma to provide funding to abate the effects of the opioid epidemic within the City of Bartlesville. Presented by Lisa Beeman, Grant Coordinator.

The report was provided under Item 6. by Chief Ickleberry.

Mr. Dorsey moved to approve the FY 2024 Opioid Abatement Grant Award Agreement and Notice of Award with the State of Oklahoma as presented, seconded by Mr. Schipper.

Voting Aye: Mr. Dorsey, Mr. Schipper, Mr. Roszel, Vice Mayor Curd

Voting Nay: None

Motion: Passed

8. Discuss and take possible action to approve a Resolution amending the Budget for the City of Bartlesville, Oklahoma for Fiscal Year 2024-2025, appropriating unanticipated grant revenue in the Restricted Revenues Fund of the Police Department for the FY 2024 Opioid Abatement Grant Award Agreement. Presented by Lisa Beeman, Grant Coordinator.

The report was provided under Item 6. by Chief Ickleberry.

Mr. Roszel moved to approve the Resolution as presented, seconded by Mr. Dorsey.

Voting Aye: Mr. Schipper, Mr. Roszel, Mr. Dorsey, Vice Mayor Curd

Voting Nay: None

Motion: Passed

9. Discuss and take possible action to approve the Disaster Assistance Agreement for Emergency and Major Disasters between the State of Oklahoma and the City of Bartlesville related to the severe storms, straight line winds, tornados and flooding incident period of April 25, 2024 through May 9, 2024. Presented by Lisa Beeman, Grant Coordinator.

Ms. Beeman reported that the Disaster Assistance Agreement provides assistance funds in the form of a reimbursement to the City of Bartlesville for labor, equipment, and other related cost that the City incurred for debris removal, emergency protective measures, and permanent work that was required in response to weather events during April 25, 2025 through May 9, 2024. The Police, Fire, and Public Works Departments are currently completing the damage inventories which will detail the actual costs of eligible expenditures incurred by the City. This agreement will provide a 75% reimbursement of those eligible expenditures.

A brief discussion covered past events and disaster assistance.

Mr. Roszel moved to approve the Disaster Assistance Agreement as presented, seconded by Mr. Schipper.

Voting Aye: Mr. Roszel, Mr. Dorsey, Mr. Schipper, Vice Mayor Curd

Voting Nay: None

Motion: Passed

10. City Manager and Staff Reports.

Mr. Bailey stated his appreciation to the City Council for attending the special meeting. He reported on:

Jerry Benedict's last day as Golf Pro was Friday, August 16. The City took possession on the 17th and is now running the golf course and pro shop. He thanked Ms. Sanders for her assistance during this time of transition. Vice Mayor Curd stated that he was looking forward to the consultant's report.

Tuxedo Bridge repairs can now move forward since the mussels have been moved to a new location.

Temporary closures of Pathfinder have been necessary to make improvements. Mr. Bailey encouraged citizens to complete the Park and Recreation Survey that can be found on the City's website.

Mr. Bailey concluded by welcoming Lisa Beeman back as the City's part-time grant coordinator.

11. City Council Comments and Inquiries.

Vice Mayor Curd commended Ms. Beeman's vision regarding the wayfinding and park signs that have been and continue to be installed. They are a great addition to our community.

He also congratulated Mr. Baily on receiving the City Manager of the Year award. Mr. Bailey thanked him and stated what an honor it was to receive the award. He was additionally honored by the kind words local citizens have shared with him. Vice Mayor Curd stated he is a great leader, and he has a great team. Mr. Roszel also congratulated him.

12. There being no further business to address, Vice Mayor Curd adjourned the meeting at 6:08 p.m.

Jim Curd, Jr., Vice Mayor

Jason Muninger, CFO/City Clerk

Elaine Banes

From: copeland4bville <copeland4bville@aol.com>
Sent: Thursday, August 22, 2024 2:29 PM
To: Elaine Banes
Cc: Alexander Johnson; Val Callaghan
Subject: RE: Nomination of Marianna Guerrero to BCC TA

CAUTION: External Source. THINK BEFORE YOU CLICK!

Elaine,

Would you please place this on the next appropriate City Council consent docket for Council consideration?

Thank you,
Dale

Sent from my U.S.Cellular® Smartphone

----- Original message -----

From: Val Callaghan <vcallaghan@bartlesvillecenter.com>
Date: 8/15/24 4:21 PM (GMT-07:00)
To: Dale Copeland <copeland4bville@aol.com>
Cc: Alexander Johnson <alexander.johnson0423@gmail.com>
Subject: Nomination of Marianna Guerrero to BCC TA

The Honorable Dale Copeland,

Alexander Johnson, newly appointed chair of the BCC TA Nominating Committee, made a recommendation to the TA this morning to appoint Marianna Guerrero Following discussion, Ryan Reynolds seconded the recommendation and the vote from other members was unanimous.

I respectfully request that the City of Bartlesville add an item to the agenda for the next City Council meeting to approve the nomination of Marianna to the BCC TA, to replace outgoing member, Pat Wright, whose second term ends 9/30/24.

Thank you for your consideration of this matter.

Elaine Banes

From: no-reply@bitbrilliant.com
Sent: Wednesday, June 19, 2024 10:24 AM
To: Elaine Banes
Subject: New submission from Application for City Boards, Commissions, Committees & Trust Authorities



cc: 


CAUTION: External Source. THINK BEFORE YOU CLICK!

Please check the ones you wish to serve on:

- Community Center Trust Authority

Name

Mariana Athalia Guerrero

Residential Address

1812 Skyline Drive
Bartlesville, OK, 48 74006
[Map It](#)

Home Phone

(918) 766-5203

Cell Phone

(918) 766-5203

Email

mariana.a.guerrero@conocophillips.com

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

I'm originally from Texas. I was raised in a border city, El Paso, TX/ Cd Juarez. I moved to Bartlesville, OK, back in 2011. I graduated from OKWU in 2015 with a bachelor's degree in accounting. I started working at ConocoPhillips when I was a junior in college. I have been working there since then in various Oil and Gas roles. Currently, I am a Land Analyst. I met my husband at OKWU, and we married in 2016. We have 3 kids under 7. We love Bartlesville. It is a beautiful and welcoming community. I have volunteered at many non-profits. Mainly, I volunteer at extracurricular activities at work that impact the community. I have led the Hispanic Network and led the 10 networks in ConocoPhillips. These networks increase access to leaders & key industry professionals and skill-building and sharpening business acumen through professional development programs. Through these networks, we can serve the community in different ways, from volunteer hours to matching gifts. I volunteer once a month to Agape and currently serve as a board member of BBBS. Recently, I had the opportunity to participate in the Leadership Bartlesville Program. I feel honored as I was elected president and led our class project. We created a Bartlesopoly 2.0 with the sponsorship of local businesses, and PDG+ helped us embed Bartlesville into the board. We have fundraised twenty thousand. All funds will go towards the installment at Unity Square.

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

Before having my three kids, I was heavily involved in volunteering. Now that they are a bit older, I am eager to increase my involvement again. Leadership Bartlesville was an excellent educational program, and I'm looking for ways to contribute more to our community.

Volunteerism:

- I used to volunteer at RTS as a mentor for 3 years.
- BSO member for 2 years
- Agape serving lunch
- Mary Martha with COP networks
- Garden of Eating at Bartlesville First Church. All perishable food is donated to non-profits such as concern or mary martha.

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

I agree with your mission statement to develop, redevelop, restore and beautify the central regions of the City of Bartlesville. I would love to see lighting on more green spaces and parks. Have a better understanding of transportation and infrastructure improvements and progress on cultural and educational initiatives

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action on reappointment of Donna Copeland to her second term on the White Rose Cemetery Board.

II. STAFF COMMENTS AND ANALYSIS

Mrs. Copeland is an active member on the White Rose Cemetery Board. She is a valued member. Her first term expires on October 2024.

III. RECOMMENDED ACTION

City staff recommends Mrs. Copeland be reappointed to a second term on the White Rose Cemetery Board.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action on reappointment of John Fusselman to his second term on the White Rose Cemetery Board.

II. STAFF COMMENTS AND ANALYSIS

Mr. Fusselman is an active member on the White Rose Cemetery Board. He is a valued member. His first term expires on October 2024.

III. RECOMMENDED ACTION

City staff recommends Mr. Fusselman be reappointed to a second term on the White Rose Cemetery Board.



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Reappoint Adam Hibdon to the City Planning Commission for his second three-year term.

Attachments: None

II. STAFF COMMENTS AND ANALYSIS

Adam Hibdon was appointed in September of 2021 to serve a three-year term on the City Planning Commission. Since then, Mr. Hibdon has demonstrated dedication and attentiveness in his service. As this term comes to an end, he has expressed a desire to continue contributing in this role.

III. RECOMMENDED ACTION

Reappoint Adam Hibdon to the City Planning Commission for his second three-year term.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Reappoint Kinder Shamhart to the Board of Adjustment for her second full three-year term.

Attachments: None

II. STAFF COMMENTS AND ANALYSIS

Kinder Shamhart was originally appointed in April of 2019 to fill the unexpired term of Zachary Merciez. That term expired October 2021. She was subsequently reappointed for her first full three-year term, which expires at the end of October 2024. Ms. Shamhart currently serves as Chair of the Board. She has been a committed and diligent member of the Board of Adjustment, and has indicated her interest in continuing to serve.

III. RECOMMENDED ACTION

Reappoint Kinder Shamhart to the Board of Adjustment for her second three-year term.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to approve the Magazine/Newspaper Subscription Service Proposal between Rivistas Subscription Service and the Bartlesville Public Library/City of Bartlesville for Fiscal 2024-2025.

Attachments:

Rivistas Subscription Service Proposal-Fiscal Year 2024-2025

II. STAFF COMMENTS AND ANALYSIS

Each year the Bartlesville Public Library seeks the use of a Magazine/Newspaper Subscription Service to provide the Library with requested Magazine/Newspaper services. Vendors supply discounts for purchases during the contracted period. This year the Library wishes to continue with the current vendor. This vendor has proven to be a reputable company and provided excellent services. After careful review of their services, the Library submits the following analysis as the most effective path to purchase library magazine and newspaper for the current fiscal year.

This vendor provided their best discounts and customer service response in fulfilling our needs.

This vendor provided the requested electronic check-in services for all supplied subscriptions plus subscriptions the library received as a donation.

This vendor did not increase their prices mid-year.

III. BUDGET IMPACT

This service has been included in this fiscal budget.

IV. RECOMMENDED ACTION

The Library would like to renew our Magazine/Newspaper Service with Rivistas Subscription Service for Fiscal 2024-2025.

7211

14006

Ship To:
Bartlesville Public Library

30 S Johnstone
Bartlesville OK 74003

Bill To:
Bartlesville Public Library
Attn Accounts Payable
600 S Johnstone
Bartlesville Public Library OK
74003

Rivistas Subscription
Services
2824 Columbia Ave
Wilmington, NC 28403
800-277-5750 phone

| |
|------------|
| 5690 |
| Date |
| 08/19/2024 |

| Item | Rate | Qty | Total |
|--|----------|-----|--------|
| Better Homes & Gardens | 22.00 | 1 | 22.00 |
| 09/01/2024 1yr 12 Issues | | | |
| Car & Driver | 22.00 | 1 | 22.00 |
| 09/01/2024 1yr 6 Issues | | | |
| Consumer Reports - Print | 30.00 | 1 | 30.00 |
| 09/01/2024 1yr 12 Issues | | | |
| <i>Consumer Reports Auto Ratings & Buying Guide Consumer Reports Buying Guide Consumer Reports Used Car Buying Guide-Digital</i> | | | |
| Country Living | 24.00 | 1 | 24.00 |
| 09/01/2024 1yr 6 Issues | | | |
| Food Network Magazine | 28.00 | 1 | 28.00 |
| 09/01/2024 1yr 6 Issues | | | |
| GTV | 28.00 | 1 | 28.00 |
| 09/01/2024 1yr 6 Issues | | | |
| House Beautiful | 24.00 | 1 | 24.00 |
| 09/01/2024 1yr 6 Issues | | | |
| Library Journal - Print | * 157.99 | 1 | 157.99 |
| 09/01/2024 1yr 12 Issues | | | |
| Magnolia Journal | 25.00 | 1 | 25.00 |
| 09/01/2024 1yr 4 Issues | | | |
| National Geographic Magazine | 44.00 | 1 | 44.00 |
| 09/01/2024 1yr 12 Issues | | | |
| <i>National Geographic Society Membership</i> | | | |
| National Review | 59.00 | 1 | 59.00 |
| 09/01/2024 1yr 12 Issues | | | |
| Oklahoman - Sun-Fri Mail | * 464.00 | 1 | 464.00 |
| 06/22/2025 1yr 312 Issues | | | |
| People | 118.26 | 1 | 118.26 |
| 08/31/2024 1yr 52 Issues | | | |
| Pioneer Woman, The | 18.00 | 1 | 18.00 |
| 09/01/2024 1yr 4 Issues | | | |
| Popular Mechanics | 22.00 | 1 | 22.00 |
| 09/01/2024 1yr 6 Issues | | | |
| Practical Home Schooling | * 30.00 | 1 | 30.00 |
| 09/01/2024 1yr 4 Issues | | | |

| itle | | | | Rate | Qty | Total | |
|---------------------------------------|--|-----|------------|-------|--------|-------|--------|
| revention | | | | 48.00 | 1 | 48.00 | |
| | 09/01/2024 | 1yr | 12 Issues | | | | |
| eaders Digest | | | | 19.98 | 1 | 19.98 | |
| | 09/01/2024 | 1yr | 8 Issues | | | | |
| chool Library Journal - Print | | | | * | 136.99 | 1 | 136.99 |
| | 09/01/2024 | 1yr | 12 Issues | | | | |
| | <i>Series Made Simple</i> | | | | | | |
| outhern Living | | | | 19.95 | 1 | 19.95 | |
| | 09/01/2024 | 1yr | 13 Issues | | | | |
| ports Illustrated | | | | 88.95 | 1 | 88.95 | |
| | 09/01/2024 | 1yr | 16 Issues | | | | |
| ime Magazine | | | | 76.13 | 1 | 76.13 | |
| | 08/31/2024 | 1yr | 44 Issues | | | | |
| Wall Street Journal - Mon-Sat Carrier | | | | * | 679.88 | 1 | 679.88 |
| | 08/31/2024 | 1yr | 305 Issues | | | | |
| | <i>Wall Street Journal - Sat Only WSJ Magazine</i> | | | | | | |

Total List 2,186.13
Discount 107.59

7211
Ship To:
Bartlesville Public Library
30 S Johnstone
Bartlesville OK 74003

14006
Bill To:
Bartlesville Public Library
Attn Accounts Payable
600 S Johnstone
Bartlesville Public Library OK
74003

Rivistas Subscription
Services
2824 Columbia Ave
Wilmington, NC 28403
800-277-5750 phone

| |
|------------|
| 5690 |
| Date |
| 08/19/2024 |

- () I have checked my ship-to address for accuracy
- () I have checked my start dates for accuracy
- () Please place my order
- () Changes Have Been Made and are Attached

PO # (If Applicable) : _____

Print Name : _____

Signature : _____

I accept this agreement and have made the needed changes to my renewal. By returning this signed sheet, I give authorization to Rivistas Subscription Services to process my order.

Please sign this form and return it along with any needed changes to the Rivistas Order Department

email (orders@rivistas.com)

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Subject: Approval of Contract with Flock Safety for License Plate Recognition (LPR) Camera Services for the Bartlesville Police Department.

Attachments:

- Customer Implementation Guide
- Law Enforcement Agreement Guide (Proposal)

Background:

The Bartlesville Police Department is seeking approval to enter into a contract with Flock Safety for the provision of License Plate Recognition (LPR) camera services. A representative from Flock Safety, Jim Fink, will be present at the meeting to provide additional details and answer any questions.

II. STAFF COMMENTS AND ANALYSIS

The Flock Safety LPR system captures images of vehicle traffic and compiles this data into an analytical database linked with the Oklahoma Law Enforcement Telecommunications System (OLETS). This database allows law enforcement to conduct quick and effective investigations, transforming unbiased data into objective insights that enhance case resolution, optimize resources, and reduce crime—all while maintaining transparency and respecting individual privacy.

Key points about the Flock Safety LPR system:

- **F.B.I. CJIS Compliance:** The system is compliant with the Criminal Justice Information Services (CJIS) standards set by the FBI.
- **Data Usage:** The data collected is exclusively used by law enforcement and is automatically deleted after 30 days.
- **Strategic Deployment:** The Bartlesville Police Department proposes the installation of 10 Flock Safety LPR cameras at strategic locations throughout Bartlesville.
- **Economic Development:** Beyond law enforcement, the LPRs can provide economic development insights through various types of reporting, without disclosing any OLETS information.
- **Case Success:** The LPRs were instrumental in the resolution of the last two homicide cases in Bartlesville, leading to the rapid apprehension of suspects.

Legal Review:

City Attorney Jess Kane has reviewed and approved the agreement, with the exception of Article 9.1 regarding limitations on liability. Mr. Kane expressed concerns that the liability limitations are not in the city's best interest. However, a compromise between Mr. Kane and Flock Safety's legal team could

not be reached. The terms appear non-negotiable due to Flock Safety's obligations to its insurance provider and may represent a new standard in tech-related services.

III. BUDGET IMPACT

- **Initial Cost:** \$33,750.00
- **Annual Recurring Cost:** \$30,000.00
- **Funding:** This project is not currently budgeted. However, the Bartlesville Police Department has raised \$16,124.00 from the sale of firearms after a purge of the property and evidence room. Additional funds are expected from the sale of general property at the next city auction, which should cover the remaining cost.

IV. RECOMMENDED ACTION

Staff recommends the approval and execution of the agreement with Flock Safety for the installation and use of License Plate Recognition Cameras.

Flock Safety + OK - Bartlesville PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Jim Fink
jim.fink@flocksafety.com
7202339573

flock safety

Company Overview

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

Join thousands of agencies reducing crime with Flock Safety's public safety operating system

| 2000+ | 120 | 1B+ | <60%* |
|--|--------------------------|-------------------------------|--|
| communities with private-public partnerships | incident alerts / minute | 1B+ vehicles detected / month | <60% local crime reduction in Flock cities |

*According to a 2019 study conducted by Cobb County Police Department

Introduction

Layer Intelligence to Solve More Crime

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

Software Platform

Flock Safety's out-of-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices.

Out-of-Box Software Features

| | |
|-----------------------------------|--|
| <p>Simplified Search</p> | <p>Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras. The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint™ technology. Search filters include:</p> <ul style="list-style-type: none"> ● Vehicle make ● Body type ● Color ● License plates <ul style="list-style-type: none"> ○ Partial tags ○ Missing tags ○ Temporary tags ○ State recognition ● Decals ● Bumper stickers ● Back racks ● Top racks |
| <p>National and Local Sharing</p> | <p>Access 1B+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases:</p> <p><i>California SVS</i> <i>FDLE</i> <i>FL Expired Licenses</i> <i>FL Expired Tags</i> <i>FL Sanctioned Drivers</i> <i>FL Sex Offenders</i> <i>Georgia DOR</i> <i>IL SOS</i> <i>Illinois Leads</i> <i>NCIC</i> <i>NCMEC Amber Alert</i> <i>REJIS</i> <i>CCIC</i> <i>FBI</i></p> |
| <p>Real-time Alerts</p> | <p>Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.</p> |
| <p>Interactive ESRI Map</p> | <p>View your AVL, CAD, traffic, and LPR alerts alongside live on-scene video from a single interactive map for a birdseye view of activity in your jurisdiction.</p> |
| <p>Vehicle Location Analysis</p> | <p>Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.</p> |

Out-of-Box Software Features (Continued)

| | |
|-------------------------------|--|
| <p>Transparency Portal</p> | <p>Establish community trust with a public-facing dashboard that shares policies, usage, and public safety outcomes related to your policing technology.</p> |
| <p>Insights Dashboard</p> | <p>Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact.</p> |
| <p>Native MDT Application</p> | <p>Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol.</p> |
| <p>Hot List Attachments</p> | <p>Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information.</p> |
| <p>Single Sign On (SSO)</p> | <p>Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process.</p> |

License Plate Recognition

The Flock Safety Falcon® LPR camera uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Falcon has fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.*

*Results from the 2019 side-by-side comparison test conducted by LA County Sheriff's Department

| Flock Safety Falcon® LPR Camera | Flock Safety Falcon® Flex | Flock Safety Falcon® LR |
|--|---|--|
| <p>Fixed, infrastructure-free LPR camera designed for permanent placement.</p> <p>√ 1 Standard LPR Camera</p> <p>√ Unlimited LTE data service + Flock OS platform licenses</p> <p>√ 1 DOT breakaway pole</p> <p>√ Dual solar panels</p> <p>√ Permitting, installation, and ongoing maintenance</p> | <p>Location-flexible LPR camera designed for fast, easy self-installation, which is ideal for your ever-changing investigative needs.</p> <p>√ 1 LPR Camera</p> <p>√ Unlimited LTE data service + software licenses</p> <p>√ 1 portable mount with varying-sized band clamps</p> <p>√ 1 Charger for internal battery</p> <p>√ 1 hardshell carrying case</p> | <p>Long-range, high-speed LPR camera that captures license plates and Vehicle Fingerprint data for increasing investigative leads on high-volume roadways like highways and interstates.</p> <p>√ 1 Long-Range LPR Camera</p> <p>√ Computing device in protective poly case</p> <p>√ AC Power</p> <p>√ Permitting, installation, and ongoing maintenance</p> |

Your Flock Safety Team

Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.

| | |
|-------------------------|---|
| Implementation | Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated. |
| User Training + Support | Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise. |
| Maintenance | We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge. <i>Note: Ongoing maintenance does not apply to Falcon Flex devices.</i> |
| Public Relations | Government Affairs Get support educating your stakeholders, including city councils and other governing bodies. Media Relations Share crimes solved in the local media with the help of our Public Relations team. |

flock safety

EXHIBIT A ORDER FORM

Customer: OK - Bartlesville PD
 Legal Entity Name: OK - Bartlesville PD
 Accounts Payable Email: krickleb@cityofbartlesville.org
 Address: 615 S Johnstone Ave Bartlesville, Oklahoma
 74003

Initial Term: 12 Months
 Renewal Term: 24 Months
 Payment Terms: Net 30
 Billing Frequency: Annual Plan - Invoiced at the end of the pilot period.
 Retention Period: 30 Days

PROJECT PROVE IT

Customer will have a 60 day opt-out period ("Opt-Out Period") after implementation of the first Flock Hardware to terminate this Agreement without penalty or fees. After the Opt-Out Period, Customer may not terminate the Agreement, and Customer will pay any invoice(s) for the remainder of the Term, Net 30.

Hardware and Software Products

Annual recurring amounts over subscription term

| Item | Cost | Quantity | Total |
|----------------------------------|----------|----------|--------------------|
| Flock Safety Platform | | | \$30,000.00 |
| Flock Safety Flock OS | | | |
| FlockOS™ | Included | 1 | Included |
| Flock Safety LPR Products | | | |
| Flock Safety Falcon® | Included | 10 | Included |

Professional Services and One Time Purchases

| Item | Cost | Quantity | Total |
|---|----------|----------|--------------------|
| One Time Fees | | | |
| Flock Safety Professional Services | | | |
| Professional Services - Standard Implementation Fee | \$600.00 | 10 | \$6,000.00 |
| Subtotal Year 1: | | | \$36,000.00 |
| Annual Recurring Subtotal: | | | \$30,000.00 |
| Discounts: | | | \$45,500.00 |
| Estimated Tax: | | | \$0.00 |
| Contract Total: | | | \$36,000.00 |

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Billing Schedule

| Billing Schedule | Amount (USD) |
|--------------------------------------|--------------|
| Year 1 | |
| At PPI End Date | \$36,000.00 |
| Annual Recurring after Year 1 | |
| Contract Total | \$36,000.00 |

*Tax not included

Discounts

| Discounts Applied | Amount (USD) |
|------------------------------------|--------------|
| Flock Safety Platform | \$45,000.00 |
| Flock Safety Add-ons | \$0.00 |
| Flock Safety Professional Services | \$500.00 |

Product and Services Description

| Flock Safety Platform Items | Product Description | Terms |
|---|--|---|
| Flock Safety Falcon ® | An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes. | The Term shall commence upon first installation and validation of Flock Hardware. |
| One-Time Fees | Service Description | |
| Installation on existing infrastructure | One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief. | |
| Professional Services - Standard Implementation Fee | One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief. | |
| Professional Services - Advanced Implementation Fee | One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief. | |

FlockOS Features & Description

Package: Essentials

| FlockOS Features | Description |
|---|---|
| Community Cameras (Full Access) | Access to all privately owned Flock devices within your jurisdiction that have been shared with you. |
| Unlimited Users | Unlimited users for FlockOS |
| State Network (LP Lookup Only) | Allows agencies to look up license plates on all cameras opted in to the statewide Flock network. |
| Nationwide Network (LP Lookup Only) | Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network. |
| Direct Share - Surrounding Jurisdiction (Full Access) | Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map. |
| Time & Location Based Search | Search full, partial, and temporary plates by time at particular device locations |
| License Plate Lookup | Look up specific license plate location history captured on Flock devices |
| Vehicle Fingerprint Search | Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks. |
| Flock Insights/Analytics page | Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports. |
| ESRI Based Map Interface | Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities) |
| Real-Time NCIC Alerts on Flock ALPR Cameras | Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera |
| Unlimited Custom Hot Lists | Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera |

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: OK - Bartlesville PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) on this the 05 day of December 2023. This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the **Order Form**. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“**Retention Period**”). Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 **Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 **Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “**Support Services**”).

2.4 **Upgrades to Platform.** Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,

text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“**Customer Generated Data**”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or

withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 Insurance. Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF

LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

(i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;

(ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;

(iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;

(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

Customer Implementation Guide

Law Enforcement



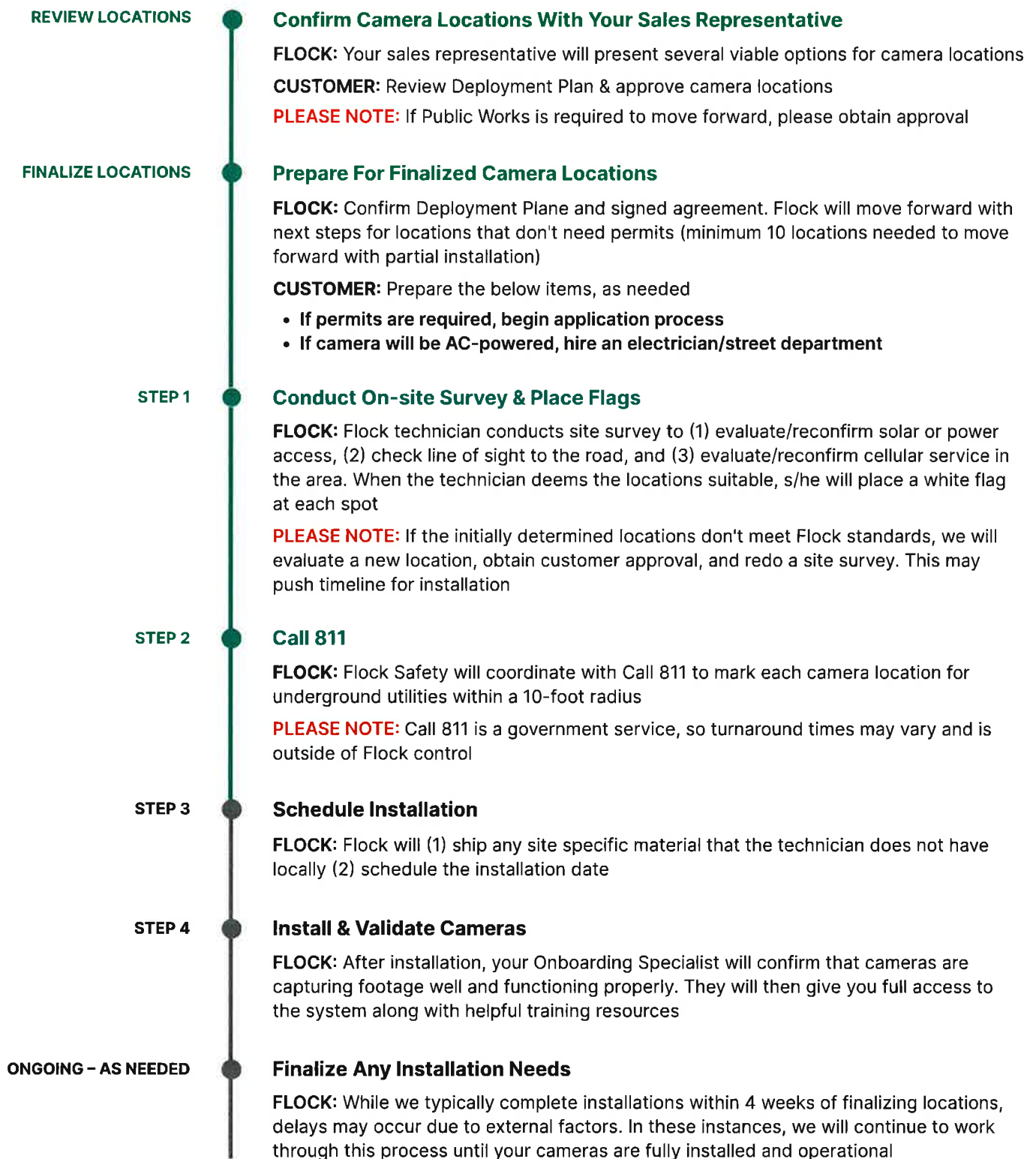
flock safety

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Implementation Timeline

This timeline provides general guidance and understanding of your installation process. While we typically complete installations 6-8 weeks after locations have been finalized, delays can occur as noted in the timeline below:



Flock Safety Team

| Implementation Team | How They Will Support You |
|--|--|
|  <p data-bbox="224 680 498 716">Project Manager</p> | <p data-bbox="613 365 1349 449">Your Project Manager is your primary contact during camera installation.</p> <p data-bbox="613 489 1414 810">Your project manager will guide you through the entire installation process, keeping you apprised of all implementation updates as well as answering any questions you have during this time. They will ensure that all the cameras are on the ground and operating for at least 48 hours before transitioning you to your Customer Success Manager.</p> |
|  <p data-bbox="224 1310 498 1394">Field Operations Team</p> | <ul data-bbox="630 1003 1422 1808" style="list-style-type: none"><li data-bbox="630 1003 1422 1276">• The Field Operations team is responsible for the physical installation and maintenance of cameras and associated equipment provided by Flock. This includes a large team of technicians, schedulers, and many others involved in ensuring the delivery of the product.<li data-bbox="630 1318 1422 1591">• They take the technical plan you finalized with Product Implementation and work closely with other teams at Flock to make sure that the cameras are installed quickly and safely and in a way that maximizes the opportunity to solve crime at a specific location.<li data-bbox="630 1633 1422 1808">• *Note*: For all Installation questions or concerns, please always direct them to your Customer Success Manager and not the technician. |

Relationship Team

How They Will Support You



**Customer Success
Manager**

Your Customer Success Manager is your strategic partner for your lifetime as a Flock customer.

While the cameras are getting installed, your CSM will help get your account set up and get all key users trained on the system.

Post-Camera-Installation, your CSM will be your go-to for most account-related needs: You should reach out to them to:

- Set up Account Training
- Understand benefits of features
- Learning best practices for getting relevant data
- Identifying opportunities to expand the security network in your area
- Provide feedback on your partnership with Flock



**Flock Safety
Support**

The Flock Safety Support team is committed to answering all your day-to-day questions as quickly as possible. **To get in touch with support**, simply email support@flocksafety.com or call **866-901-1781 Mon-Fri 8am-8pm EST.**

Support can help you:

- Request camera maintenance
- Troubleshoot online platform
- Contract / Billing questions
- Update account information
- Camera Sharing questions
- Quick "How to" questions in your Flock Account

| Outside Party | When They May Be Involved |
|--|--|
| Electrician/Street Department | If the Flock cameras need to be AC powered, you (customer) are responsible for providing an electrician to ensure power connectivity |
| Public Works (LE) | To weigh in on the use of public Rights of Way or property |
| Department of Transportation (DOT), City, or County agencies | If installation in your area requires permitting |

PLEASE NOTE: On some occasions, third parties outside of Flock Safety may be (or need to be) involved in your implementation.

Implementation Service Briefs: Existing Infrastructure vs Standard vs Advanced

| | Existing Infrastructure Install | Standard Install | Advanced Install |
|-----------------|---------------------------------|------------------|------------------|
| Pole | None | Flock | NCHRP 350 / MASH |
| Timeline | Short | Medium | Longest |
| Cost | Lowest | Mid | Highest |

Existing Infrastructure Implementation

COST: \$150 per camera (one time cost)

Included In Scope:

Once designated locations are approved by the customer, as part of the **Existing Infrastructure Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
 - Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.
- Confirm that a location is safe for work by following State utility locating procedures.
- Each installation may include the following:
 - Installation of camera and solar panel or AC adapter box on a suitable existing pole

- Types of existing infrastructure such as existing utility, light, and traffic signal poles.
- Pole no higher than 8'-12' (approval at Flock Safety's discretion)
- Flock will provide and mount an AC adapter unit that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
 - Access requiring up to a 14' using an A-frame ladder
 - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the city and state of camera location

Out Of Scope:

By default, Flock does **not** include the following as part of the **Existing Infrastructure Implementation Service** but can provide a quote for sourcing at an additional cost:

- Mounting on mast arms (always require bucket truck and traffic control)
- Call 811 'Call-before-you-Dig' system
- Installation of any poles including but not limited to
 - Standard, 12' above grade [Flock breakaway pole](#)
 - NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses or unique attachment/connection requirements
- Custom engineered drawings
- Electrical work requires a licensed electrician.

- Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset / infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)

Standard Implementation

COST: \$650 per camera (one time cost)

Included In Scope:

Once designated locations are approved by the customer, as part of the **Standard Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following state utility locating procedures. Work with local utilities to prevent service interruptions during the installation
 - Engage 811 'Call-before-you-Dig' system to receive legal dig date
 - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
 - Installation of camera and solar panel with **standard, 12' above grade Flock breakaway pole**

- Installation of camera and AC adapter that a qualified electrician can connect to AC power on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our electrical wiring requirements. Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
- Access requiring up to a 14' A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

Out Of Scope:

By default, Flock does **not** include the following as part of the Standard Implementation Service but can provide a quote for sourcing at an additional cost:

- Use and/or mounting to existing infrastructure.
- NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician.
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)

- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset / infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)

Advanced Implementation

COST: \$1,900 per camera (one time cost)

Included In Scope:

Once Designated Locations are confirmed, as part of the **Advanced Implementation Service**, Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following State utility locating procedures. Work with local utilities to prevent service interruptions during the installation
 - Engage 811 'Call-before-you-Dig' system to receive legal dig date
 - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
 - Installation of camera and solar panel on a suitable **NCHRP 350 or MASH** approved pole.
 - Installation of camera and AC adapter that a qualified electrician can connect to AC power.
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).

Electrical work requiring a licensed electrician and associated costs, not included in the scope.

- Access requiring up to a 14' A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

Out Of Scope:

By default, Flock does not include the following as part of the **Advanced Implementation Service** but can optionally provide a quote for sourcing (additional cost):

- Installation on **Standard, 12' above grade Flock breakaway pole** or existing infrastructure.
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician. Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Fees or costs associated with filing for required City, County, or State permits

Things to Consider When Selecting Locations

Falcon Cameras



- Use Cases
 - Flock LPRs are designed to capture images of rear license plates aimed in the direction of traffic.
 - Flock LPRs are not designed to capture pedestrians, sidewalks, dumpsters, gates, other areas of non-vehicle traffic, intersections.
- Placement
 - They capture vehicles driving away from an intersection.
 - They cannot point into the middle of an intersection.
 - They should be placed after the intersection to prevent stop and go motion activation or “stop and go” traffic.
- Mounting
 - They can be mounted on existing utility, light, traffic signal poles, or 12 foot Flock poles.*
 - They should be mounted one per pole.** If using AC power, they can be mounted 2 per pole.
- They can be powered with solar panels or direct wire-in AC Power (no outlets).***
- They will require adequate cellular service using AT&T or T-Mobile to be able to process & send images.

* Permitting (or permission from pole owner) may be required to use existing infrastructure or install in specific areas, depending on local regulations & policies.

** Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.

*** Flock does not provide Electrical services. Once installed, the agency or community must work with an electrician to wire the cameras. Electrician services should be completed within two days of installation to prevent the camera from dying.

Solar Panels

Solar panels need unobstructed southern-facing views.



Pole

If a location requires a "DOT Pole" (i.e., Advanced Pole, **not** Flock standard pole), the implementation cost will be \$5,000/camera.



Customer Responsibilities: AC-Powered Cams

If the Flock cameras need to be AC-powered, the **customer is responsible** for acquiring an electrician and ensuring they connect the camera to power. **See steps 2 and 6 below.**

How to Get Started with a Powered Install



1. Create a Deployment Plan

Work with us to select the best location(s) for Flock Safety cameras and power sources



2. Acquire an Electric Quote

Contact an electrician to receive a quote to run 120volt AC power to the camera



3. Sign Flock Safety Agreement

Sign the Flock Safety purchase order to begin the installation of cameras



4. Conduct Site Survey

Flock will mark camera locations, locate underground utilities and mark if present



5. Install Camera

Flock will install the camera and AC power kit at the specified camera location



6. Connect Camera to Power

Notify the electrician that the camera is ready for the power connection installation

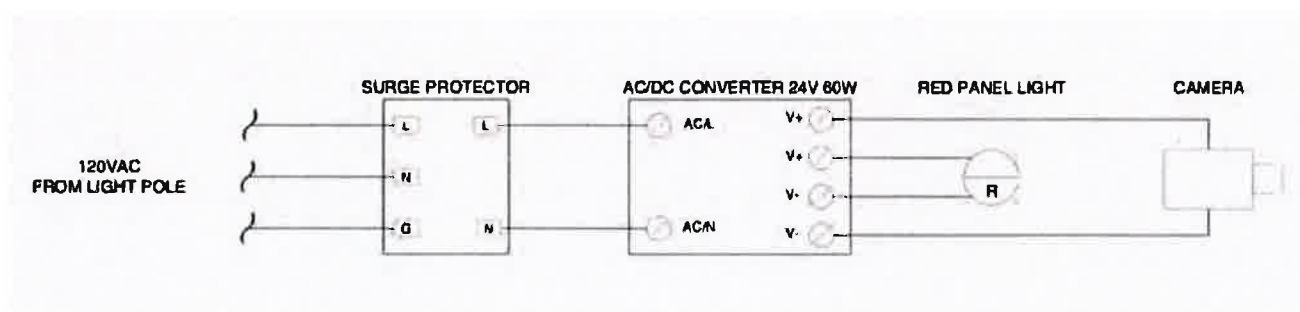
Electrician Handout

Electrician Installation Steps

1. Run AC cable and conduit to the box according to NEC Article 300 and any applicable local codes. The gland accepts 1/2" conduit.
2. Open the box using hinges.
3. Connect AC Mains per wiring diagram below:
 - a. Connect AC Neutral wire to the Surge Protector white Neutral wire using the open position on the lever nut.
 - b. Connect AC Line wire to the Surge Protector black Line wire using the open position on the lever nut.
 - c. Connect AC Ground wire to the Surge Protector green ground wire using the open position on the lever nut.
4. Verify that both the RED LED is lit on the front of the box
5. Close box and zip tie the box shut with the provided zip tie
6. While still on-site, call Flock, who will remotely verify that power is working correctly:



Southeast Region - (678) 562-8766
West-Region - (804) 607-9213
Central & NE Region - (470) 868-4027



FAQs about AC-Powered Flock Cameras

What voltage is supported?

The AC kit is designed to work with 120VAC Infrastructure by default. A 240VAC version is available on request.

How much power does this consume?

Peak current draw is 1.5 A at 120VAC. The average power draw is roughly 30W in high traffic conditions but maybe lower when fewer vehicles are present.

Who is responsible for contracting the electrician?

The customer is responsible for contracting an electrician. We can help answer questions, but the customer is responsible for identifying and contracting an electrician.

Who is responsible for maintenance?

Flock will handle all maintenance related to Flock's camera and power equipment. However, any problems with the electrical supply are the customer's responsibility. The AC junction box has two lights to indicate the presence of power and make it easy for quick diagnosis if there is a problem related to the AC power source.

- If the camera indicates to Flock that there is a power supply problem, Flock will notify the customer and request that the customer verifies the lights on the AC junction box. If the AC Source light is illuminated, Flock will send a technician to investigate. If the AC source light is not illuminated, the customer should check any GFCI's or breakers in the supply circuit or call the electrician who installed the power supply.

How much does it cost?

Work required to bring AC power to each location will be different, so exact pricing is unavailable. Primary cost drivers include arrow boards and the distance from the camera location to the AC power source.

What information do I need to provide my electrician?

The Flock deployment plan and these work instructions should be sufficient to secure a quote. It will be helpful if you know the location of the existing power infrastructure before creating the deployment plan.

Can you plug it into my existing power outlet? The Flock AC power adapter does not use a standard outlet plug but must be directly wired into the power mains. While using outlet plugs may be convenient, they can easily be unplugged, presenting a tampering risk to this critical safety infrastructure. The electrician can route power directly to the camera with a direct wire-in connection if an outlet is close to the camera.

How long does this process typically take?

The installation process typically takes 6-8 weeks. To accelerate the process, be sure to have the electrician perform his work shortly after the Flock technician finishes installing the camera.

What kind of electrician should I look for?

Any licensed electrician should perform this work, though we have found that those who advertise working with landscape lighting are most suited for this work.

What happens if the electrician damages the equipment?

The customer is responsible for contracting the electrician. Any liability associated with this work would be assumed by the customer. If any future work is required at this site due to the electrical infrastructure or the work performed by the electrician would be the responsibility of the customer.

When should the electrician perform his work?

Once Flock installs the camera, you will receive an email alert letting you know that this has been completed. After this, you will need to schedule the electrician to route power to the pole.

What if my electrician has questions about Flock's AC Kit?

You should share the [AC-Power Kit Details](#) packet with the electrician if they have questions.

What if the AC power is on a timer?

Sometimes the AC power will be on a timer (like used for exterior lighting). Flock requires that the AC power provided to the camera be constant. The source that the electrician uses must not be on a timing circuit.

Installation Service Brief Summary

Below outlines the statement of work for the Flock Camera Installation:

| What Is Covered By Flock | What Is NOT Covered By Flock | Special Note |
|---|--|--|
| Flock Cameras & Online Platform | Traffic Control And Any Associated Costs | |
| Mounting Poles | *DOT Approved Pole Cost Electrician & Ongoing Electrical Costs | |
| AC Power Kit (As Needed) | Engineering Drawings | |
| Solar Panels (As Needed) | Relocation Fees | <i>Excluding Changes During Initial Installation</i> |
| Site Surveys And Call 811 Scheduling | Contractor Licensing Fees | |
| Installation Labor Costs | Permit Application Processing Fees | |
| Customer Support / Training | Specialist Mounting Equipment | <i>Including, But Not Limited To, **MASH Poles Or Adapters</i> |
| Cellular Data Coverage | Bucket Trucks | |
| Maintenance Fees <i>(Review Fees Sheet For More Details)</i> | Loss, Theft, Damage To Flock Equipment | |
| Data Storage For 30 Days | Camera Downtime Due To Power Outage | <i>Only Applicable For AC-Powered Cameras</i> |
| | ***Field Technician Maintenance For Falcon™ Flex | |

*If a location requires a "DOT pole" (i.e., not our standard), the implementation cost will be \$5,000/camera; This cost is applicable for installations in GA, IL, SC, TN, and CA.

**MASH poles: Manual for Assessing Safety Hardware (MASH) presents uniform guidelines for crash testing permanent and temporary highway safety features and recommends evaluation criteria to assess test results

***If a camera is lost, stolen, or damaged, a replacement device can be purchased at a discounted price of \$800

Permitting: Pre-Install Questionnaire

1. Timeline

- In Flock Safety's experience, in-depth permitting requirements can **add 2+ months to the installation timeline.**
- The SLA for permit document submission is within 15 days from contract signature date (contract Closed-Won)

2. Right of Way

- Will any Flock Safety cameras be installed on the city, state, or power company-owned poles or in the city, county, or state Right of Way (RoW)?
 - What is the RoW buffer?
 - Will additional permits or written permission be required from third-party entities (such as DOT, power companies, public works, etc.)?
- Will any cameras be installed on city-owned traffic signal poles (vertical mass)?
 - If yes, please provide heights/photos to determine if a bucket truck is needed for the installation.
 - Note: A bucket truck is required if the height exceeds 15 feet tall.

3. AC Power vs. Solar

- If AC powered, is there a 120V power source available, and is there access to an electrician who can connect the existing wire to the Flock Safety powered **installation kit**?
- If solar-powered, consider the size of the solar panel and potential to impact the visibility of DOT signs/signals:
 - Single Panel: 21.25" x 14" x 2" (Length x Width x Depth)
 - Double Panel: 21.25" x 28" x 2" (LxWxD)

4. Traffic Control & Installation Methods

- **If a bucket truck is required**, this typically necessitates an entire lane to be blocked in the direction of travel. **Can you provide a patrol car escort, or will full traffic control be required?***

PLEASE NOTE: If traffic control is required, you may incur additional costs due to city/state requirements; Fees will be determined by quotes received.

- **If full traffic control is required (cones, arrow boards, etc.):**
 - Will standard plans suffice, or are custom plans needed? Custom plans can double the cost, while standard plans can be pulled from the Manual of Uniform Traffic Control Devices (**MUTCD**).
 - Will a non-sealed copy of the traffic plan suffice? Or does the traffic plan need to be sealed and/or submitted by a professional engineer?
 - Are there state-specific special versions/variances that must be followed?
- **If a bucket truck is not required**, the shoulder or sidewalk should suffice and enable Flock Safety to proceed without traffic control systems in place.
 - Note: In some states (i.e., arrow boards), sidewalks may require signage. If signage is mandatory, Will your Public Works department be able to assist?

5. Paperwork & Required Forms

- Flock Safety will need copies of paperwork to complete before proceeding (ex., business license applications, encroachment permit applications). We can save critical time by gathering these documents upfront. We appreciate your assistance in procuring these.

6. Contacts

- If Flock Safety needs to interface directly with the departments, please share the contact information of the following departments:
 - Permitting
 - Public Works
 - Traffic Department

*Fee Schedule

After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the deployment plan ("Reinstalls") driven by a Customer's request will incur a fee per the table below.

What Services Incur Fees:

- Requested relocations post-approval by customer
- Relocations due to poor performance will be the responsibility of Flock
 - If a customer requests a location against the advisement of Flock, performance issues and any requested relocations will be the responsibility of the customer.
- Per the contract and absent a defect, in the event that Flock Hardware is lost, stolen, or damaged, Customer may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy
<https://www.flocksafety.com/reinstall-fee-schedule>
- Misc billables for out of scope items for each implementation

Incurred Fees:

- Camera relocation
 - Existing infrastructure (non-AC powered)..... **\$350**
 - Flock pole (non-AC powered)..... **\$750**
 - Advanced pole (non-AC powered)..... **\$5000**
- Replacements
 - Camera only as a result of vandalism, theft, or damage **\$800**
 - Pole replacement only as a result of vandalism, theft, or damage
 - Flock pole **\$500**
 - Advanced pole **\$5000**
 - Full replacement as a result of vandalism, theft, or damage
 - Flock pole, camera, and solar (non-AC Powered)..... **\$1300**
 - Advanced pole, camera, and solar (non-AC Powered)..... **\$5800**

- Trip charge **\$350**
 - Examples:
 - Angle adjustment (elective)
 - Install additional Flock signage

All fees are per reinstall or required visit (in the case that a reinstall is attempted but not completed) and include labor and materials. If you have any questions, please email support@flocksafety.com.

Help Center

Our Help Center is filled with many resources to help you navigate through the online platform. Below you will find some common questions and their relevant help article:

[How do I search camera footage?](#)

[How do I add a user?](#)

[How do I add a vehicle to my own Hot List?](#)

[How do I enable browser notifications for Hot List alerts?](#)

[How do I get text alerts for Hot List?](#)

[How do I request camera access from other nearby agencies?](#)

[How do I use the National Lookup to search for a plate?](#)

(National Lookup - network of law enforcement agencies that have opted to allow their network of Flock cameras to be used for searches)

[How do I reset my / another user's password?](#)

Customer Support

You can reach our customer support team anytime by emailing support@flocksafety.com. They can help answer any "How-To" questions you may have.



Help your city reduce crime with devices that capture objective evidence 24/7



Flock Safety provides an affordable, infrastructure-light public safety operating system for cities who want to reduce crime within a principled framework. Our license plate recognition (LPR) cameras, audio detection sensors, situational awareness cameras, and FlockOS platform help everyone in a city — law enforcement, public officials, schools, businesses, and community members — work together in pursuit of a safer community.

Infrastructure-Free and Discreet Design

Many of our devices run on solar power and LTE connectivity. They can be installed almost anywhere and blend in with your city's aesthetic.

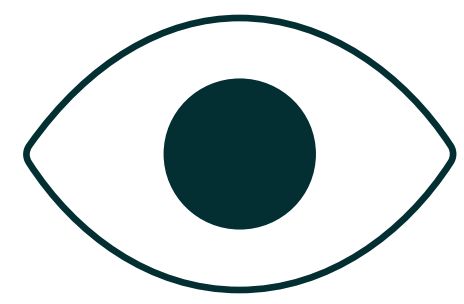
Safety-as-a-Service

We install and maintain the devices, so you can focus on running the city. That means we will support you from procurement, through permitting, and even preparing you to present this project to the City Council.

Vehicle Fingerprint® Technology

Flock Safety's LPR system allows police officers to find vehicle evidence by vehicle type, make, color, and after-market features. It's proven to increase case clearance and solve more crime.

Join thousands of communities using Flock Safety to eliminate crime and shape a safer future, together.



DETECT

Objective evidence your police need to solve crime.



DECODE

footage with machine learning so your police can investigate.



DELIVER

real-time to police if a wanted or stolen vehicle drives by

Public Safety Technology Built with Principles

YOU OWN THE FOOTAGE

We can't share or sell it to private third parties.

PROTECT PRIVACY

All data automatically deletes by default every 30 days on a rolling basis and is encrypted.

PROMOTE TRANSPARENCY AND ACCOUNTABILITY

Flock provides a transparency portal to share data with your community about how the devices work on an ongoing basis. Flock requires an investigative reason to search and logs searches in an audit report.

CLEAR PRICING AND INFRASTRUCTURE FREE

All the data is stored in the cloud at no additional fee and there are no hidden costs.

PROTECT THE WHOLE COMMUNITY

It takes all community members working together to eliminate crime, which is why we created a public private partnership that enables businesses, neighborhoods, schools, and others to partner with your city and police department to build your network.

LEARN MORE



"Flock Safety continues to enhance and help our police department capture these vehicles and return the assets to their owners."

JOSH MCCURN
Council Member | Lexington, KY

How Many Crimes Do Automated License Plate Readers (ALPRs) Solve, Anyway?

flock safety

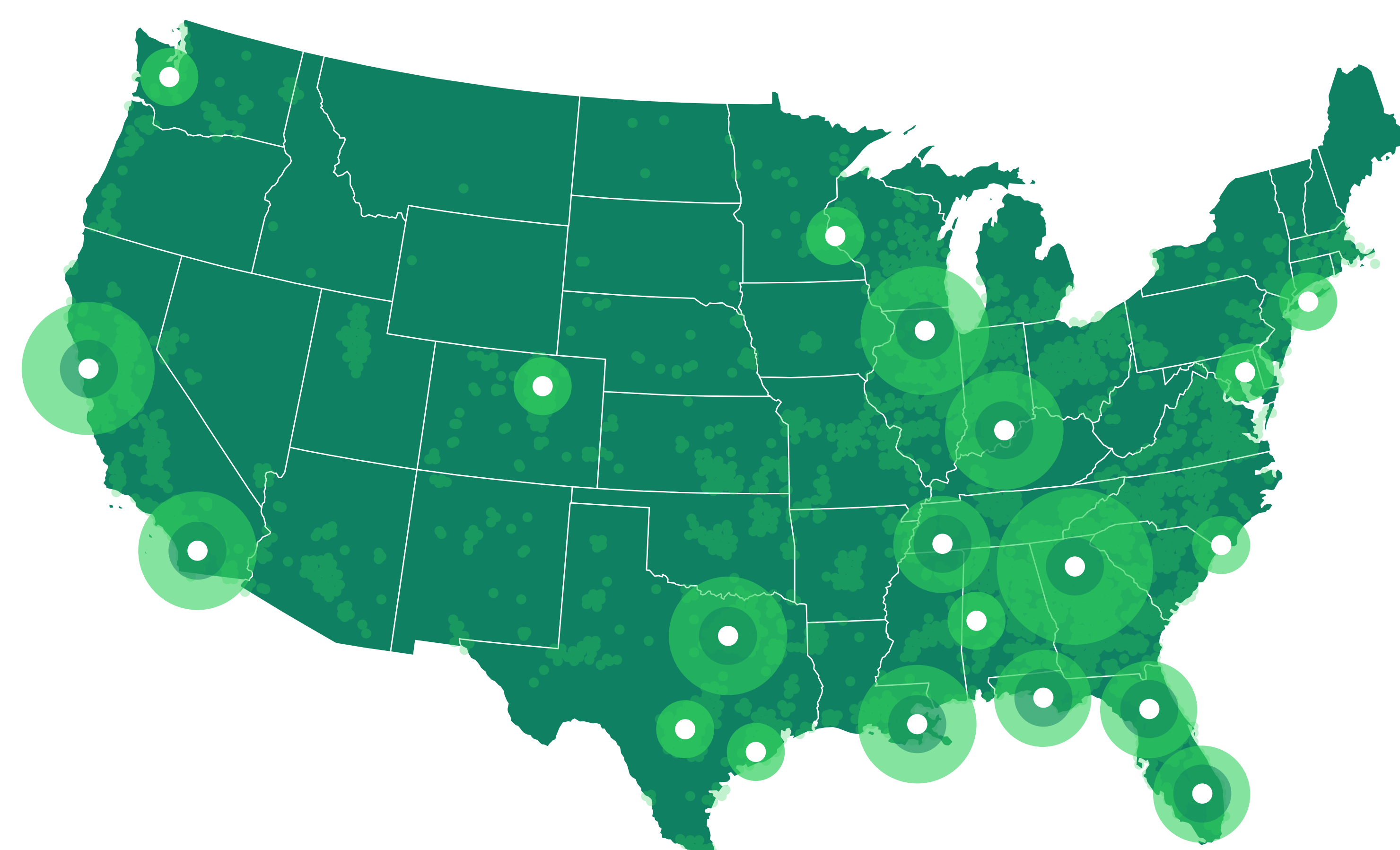




As Automated License Plate Reader (ALPR) technology has become more ubiquitous, discussion has shifted from the proven utility to **understanding how they contribute to solving crimes.**

Recent studies highlight significant positive outcomes, such as increased follow-up arrests, identification of stolen vehicles, and improved case closure rates.

To better understand effective deployment and usage of ALPR cameras, Flock Safety, the leading provider of ALPR technology to 4,000+ communities across the United States, conducted a large-scale analysis of ALPR outcomes correlated with crime clearance and reduction data.



Methodology

The study utilizes a comprehensive survey of Flock Safety ALPR customers, conducted from April to June 2023. Individual agencies' crime clearance data is analyzed in conjunction with FBI-reported crime data, employing multilinear regression to isolate the impact of ALPR-centric, agency-centric, and jurisdiction-centric factors. The survey focuses on raw numbers of crimes solved, filtering out minor offenses. Data which did not meet rigorous criteria for inclusion are also filtered out, leading to 123 survey respondents, representing a diverse range of sizes and demographics, with sufficient granularity for analysis.

The study employs single and multilinear regression to identify factors most associated with ALPR-assisted clearance rates. Notable findings include the importance of ALPR-centric factors, agency behavior, collaboration with other agencies, and surprising success in challenging environments.

10%

Flock Safety devices are now helping solve 10% of reported crime in the U.S.

200x

A typical agency that works with Flock will have access to more than 200 times the number of cameras that they own

9.1%

A typical agency that acquires an additional 1 Flock Device per Sworn Officer, may expect a 9.1% increase in clearance rate



Key Findings

Access to Evidence

Agencies with more Flock Devices per Sworn Officer and shared devices exhibit higher clearance rates, emphasizing the power of additional investigative evidence.

Agency Behavior

Broad access to ALPR technology within an agency correlates with higher success in solving crimes, highlighting the role of officers in the field and the importance of proper technology use. Agencies who provide Flock access and training to a broad spectrum of officers, from patrol to their investigative bureau and beyond, see more success with the technology.

Collaboration with Other Agencies

Network effects, both locally and on a national scale, should agencies choose to engage in such, can play a significant role. In fact, the number of nearby Flock customers and shared devices per sworn officer may greatly impact clearance rates. As an example, the addition of 20 Flock customers near an agency can lead to a 1% increase in clearance rate.

Overcoming Challenging Environments

Agencies with fewer sworn officers and larger population areas achieve higher clearance rates when using ALPR, suggesting ALPR's effectiveness in addressing resource challenges. This is especially important when considering the current hiring and retention challenges that agencies across the country face.

This research provides valuable insights into ALPR technology's impact on law enforcement outcomes. The identified factors can guide agencies in optimizing their use of ALPR technology for enhanced crime clearance rates.

Applying this framework to all of Flock's customers and estimating the totals, over 700,000 crimes each year are solved using Flock Safety technology. This represents roughly 10% of reported crime nationwide.

These findings warrant further research specifically examining the impact of ALPR usage on specific categories of crimes, especially in examining the before-and-after impacts of those changes. Such a study is presently underway as part of a joint research project by Texas Christian University and the University of Texas at Tyler.

Read the full white paper, published on [Researchgate](#).



About Flock Safety

Frequently Asked Questions

1

WHAT IS LPR?

License Plate Readers (LPR) have long helped law enforcement solve crimes. LPRs capture computer-readable images of license plates, allowing law enforcement agencies to compare plate numbers against those of stolen cars or cars driven by people suspected of being involved in criminal activities.

The information by LPR cameras can help determine whether a vehicle was at the crime scene and discover cars that may be associated with each other. Law enforcement agencies can choose to share their information with other agencies. The cameras can also integrate data from national or state crime databases to provide realtime alerts when a vehicle associated with a known suspect or a stolen vehicle passes the camera.

According to the National Conference of State Legislatures, when employed ethically and objectively, LPRs are an effective force-multiplying tool for law enforcement. A 2011 study by the Police Executive Research Forum concluded that LPRs used by Mesa, Ariz., Police resulted in “nearly three times as many ‘hits’ for stolen vehicles, and twice as many vehicle recoveries.”

A comprehensive study conducted with oversight from independent criminology research experts found a clear correlation between Flock technology and increased case clearance rates.

2

WHAT IS FLOCK SAFETY?

Flock Safety is an all-in-one technology solution to eliminate crime and keep your community safe. Our intelligent platform combines the power of communities at scale – including cities, businesses, schools, and law enforcement agencies – to shape a safer future together.

Our full-service, maintenance-free technology solution is trusted by more than 4,000 communities across the country to help solve and deter crime in the pursuit of safer communities for everyone. Visit www.flocksafety.com for more info.

3

WHO DOES FLOCK SAFETY SERVE?

Flock Safety serves HOAs, neighborhood associations, businesses, law enforcement agencies, schools, cities, counties, and states to provide them with the tools they need to increase the effectiveness of their public safety efforts, target crime efficiently and objectively, and help provide the information police need to stop crime.

4

WHERE IS FLOCK SAFETY LOCATED?

There are thousands of Flock Safety communities across the U.S. We can service customers almost anywhere across the U.S. with our local teams strategically located in cities across the country. Flock Safety is headquartered in Atlanta and has over 700 employees across the U.S.

5

WHAT IS THE FLOCK SAFETY FALCON®?

The Flock Safety Falcon® is a solar-powered, motion-activated, and infrastructure-free camera that leverages Flock's proprietary Vehicle Fingerprint® technology to identify and take a snapshot of the critical details of a vehicle that passes by it.

The Flock Safety Falcon® captures the make, vehicle type, color, license plate (full, partial, or missing), state of the license plate, and the vehicle's unique features, including damage and after-market alterations.

They are connected to the cloud through LTE, like a mobile phone, and perform 24/7 in any weather.

Flock Safety LPR cameras leverage the FBI's National Crime Information Center (NCIC) federal and state hotlist, which are updated at least every 24 hours, to send real-time alerts to nearby law enforcement officers when a wanted or stolen vehicle is detected. Officers can then verify that information with their dispatch to safely make arrests and recover stolen property.

They also integrate with the National Center for Missing and Exploited Children's AMBER Alert database to help locate missing individuals, and can be used in the event of a Silver Alert in the same capacity.



6

WHAT MAKES FLOCK SAFETY LPR UNIQUE?

While traditional automated license plate reading (LPR) cameras are an effective crimefighting option, they are also extremely expensive. The \$10,000-\$40,000 price tag is unrealistic for many of Flock Safety's customers.

As a more affordable option, Flock Safety cameras employ best-in-class LPR and machine learning technology. Flock cameras have an intentionally short shutter speed, which allows the camera to start taking pictures in less than a tenth of a second following vehicle motion sensing and to capture multiple frames of a car traveling up to 75 MPH.

The camera's infrared captures highly-accurate, clear images day or night. The machine learning allows the camera to capture vehicle information beyond the license plate — valuable evidence like vehicle make, type, color, and unusual characteristics.

In side-by-side tests, Flock Safety technology consistently performs above competitors. In a study conducted by a neutral law enforcement agency, Flock Safety produced 30% more accurate reads than the competition.

Additionally, Flock Safety LPR is infrastructure-free, powered by solar and connected through LTE. The flat annual fee covers installation, maintenance, data, security, and customer service.

Lastly, Flock Safety is in the top echelon of the industry for privacy, transparency, and security. Flock Safety data will never be shared without permission, sold to third parties, or used for unpaid fines, unauthorized viewing outside of a legitimate crime-related event, or kept in a library. The footage is fully encrypted and stored in the cloud. All footage is deleted after 30 days on a rolling basis, unless a democratically-elected governing body or official legislates a different retention period.

7

HOW DOES FLOCK SAFETY'S LPR HELP PROMOTE TRANSPARENCY AND OBJECTIVITY IN POLICING?

Flock Safety technology is purpose-built to remove human bias from crime-solving. The LPR cameras and machine learning technology are engineered to capture vehicle characteristics, types, and license plates, which are then checked against state and federal records to ensure accuracy and minimize errors.

The LPR cameras take still images of cars passing through the lens (not video) and cannot follow or track vehicles once they leave the camera's view.

Flock Safety DOES NOT record names, phone numbers, or addresses and doesn't mark specific locations where people have been. There is no capability in the system to mark or annotate the locations of passersby.

Finally, Flock Safety is built to enable and encourage transparency, with several features that create robust audit capability. Both private and law enforcement customers must enter a reason for each search made through the Flock Safety system. That search history can be easily displayed for a community or law enforcement leadership to see what the Flock system has been used for.



Flock Safety has also created the first free, optional LPR Transparency Portal to serve as a hub for a police agency's LPR usage, data retention, and search policies. Any law enforcement customer can access the LPR Transparency Portal.

Flock Safety is committed to building technology, tools, and a team that treats all people equitably, regardless of race, ethnicity, class, background, and orientation. We believe that everyone has a right to public safety.

8

WHAT IS THE FLOCK SAFETY RAVEN® AUDIO SENSOR?

The Flock Safety Raven® is an audio detection device that pairs with the Flock Safety Falcon® LPR camera for law enforcement who want to decrease response times and increase case clearance.

Unlike single-point gunshot detection and traditional LPR, which segment evidence into silos, the Flock Safety Raven® recognizes the sound of gunshots, immediately calls 911, and consolidates actionable LPR and audio evidence into one streamlined system so first responders can save lives and collect crucial evidence that solves crime.

9

HOW DOES THE FLOCK SAFETY RAVEN® WORK?

The Flock Safety Raven® provides law enforcement agencies an affordable, infrastructure-light option for gunshot detection. It wakes when it detects a gunshot and is connected to a Flock Safety Falcon® LPR camera, activating the camera when it detects a crime in progress to capture the vehicle(s) on scene, and helping police build a more robust case.

The Flock Safety Raven® is solar and LTE-powered and can be deployed to mirror the structure of your community.

10

DOES THE FLOCK SAFETY RAVEN® CAPTURE PERSONAL INFORMATION?

No. The Flock Safety Raven® is intended to capture loud sounds indicative of a crime in progress, not human voices or conversations. The audio clip is only a few seconds long, not long enough for any meaningful portion of identifiable audio to be captured. Sounds and data collected by the Flock Safety Raven® are subject to the same privacy and security standards as that of Flock Safety LPR devices.

flock safety

Privacy Commitment

Let's defeat crime together.

Our commitment to **protecting the whole community**

Flock Safety helps thousands of cities prevent and eliminate crime with technology that captures objective evidence and delivers it into the hands that serve and protect. In our pursuit of a safer society, we place our commitment to protecting individual privacy and mitigating bias at the core of every policy and product we develop.

WE FOCUS ON PROTECTING PRIVACY AND ENABLING ACCOUNTABILITY

- Flock devices only capture objective evidence, whether vehicular, audio, or video. Flock does not enable predictive policing.
- Flock devices do not connect to databases to identify name, identifiers, addresses, or other information about people.
- The system always requires a documented search reason or case number every time a user accesses Flock data, creating a permanent audit trail for every user.
- Customers own 100% of all data captured on our devices. We never share or sell data with third parties.
- All images and metadata are encrypted in the cloud for maximum security compliance.
- Flock has created the first LPR Transparency Portal, provided to customers optionally for free, to document LPR usage, policies, and ROI for their community.



flock safety

flocksafety.com

(866) 901-1781 | support@flocksafety.com

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to approve a contract with Polco (Policy Confluence) Inc., for survey services.

Attachments:

Software and Services Agreement with Polco Inc.
Polco National Community Survey Proposal

II. STAFF COMMENTS AND ANALYSIS

Polco Inc. is a digital engagement platform that works to gather critical information from community stakeholders, assess their needs, and monitor resident satisfaction and government performance. The platform includes three modules: Track, Engage, and Assess. Each module provides an innovative and effective approach to community engagement, which can be used to meet specific needs, or combined for a more holistic approach to engagement.

A need for these services was identified in the planning process of the Bartlesville NEXT Strategic Plan and is outlined as an objective to help gauge public perception of City performance, services and programs, and to provide insight to the City Council and staff in making alterations to existing services and planning the City's future.

Polco's National Community Survey (NCS) program provides statistically valid results utilizing postcard mailings to approximately 3,000 randomly selected households within the community. NCS starts from a base of questions that ask respondents about the quality of local government services. The overall focus is on community livability, so other questions relate to the characteristics of the community that contribute to quality of life, as well as residents' experiences and engagement in community life. The level of standardization of this survey product makes it possible to provide benchmark comparisons for each standard item. Some customized questions are permitted as well. The survey process is expected to take approximately 15 weeks to complete.

III. BUDGET IMPACT

The cost for this service is \$24,500, for a subscription term of 24 months. (The Council will have the option to extend services for additional cost at that time.)

IV. RECOMMENDED ACTION

Staff recommends approval and execution of agreement with Polco Inc.

Policy Confluence, Inc.
Subscription and Support Agreement

THIS POLCO SUBSCRIPTION AND SUPPORT AGREEMENT (the "Order Form") is entered into and made effective as of August, 20th, 2024 ("Effective Date") by and between Policy Confluence, Inc., a Delaware corporation ("Polco" or "Company"), and The City of Bartlesville, ("Customer" "you" or "your"). Policy Confluence, Inc. and Customer may be referred to in this Agreement individually as a "Party" or collectively as the "Parties."

Agreement

This is a binding agreement by Customer to purchase a Polco Subscription as set forth in the table below and further defined in this agreement.. Each of the Services are governed by and incorporates the general terms and conditions set forth in this Order Form, the Enterprise Terms and Conditions (the "Enterprise Terms" found at <https://info.polco.us/enterprise-terms>) and the Website Terms of Use (the "Website Terms" found at <https://info.polco.us/eula>) (each a "Supplement," and collectively with this Order Form, the "Agreement").

Unless otherwise expressly defined herein, all defined terms in any Supplement, respectively, used in this Order Form have the meaning stated in the applicable Supplement. In the event of any conflict or inconsistency between the provisions of (a) this Order Form, (b) a Supplement (as applicable), and (c) any other documents or policies referenced in this Order Form or the Supplements, the governing order of precedence shall be: (i) this Order Form (ii) the Enterprise Terms; (iii) the Website Terms; and (iv) any other document incorporated herein by reference.

| Customer Information | |
|-----------------------------|---|
| Customer Name: | City of Bartlesville |
| Address: | 401 S Johnstone Ave, Bartlesville, OK 74003 |
| Contact: | Kelli Williams |
| Phone: | 918.338.4132 |
| E-mail: | kwilliams@cityofbartlesville.org |
| Billing Information | |
| Billing Contact: | Same |
| Phone: | |
| E-mail: | |

Training and Support

Your subscription includes access to the Polco Modules and Support as described below, which includes training materials, as well as access to technical support services for your Authorized Users. You understand that technical support services are for technical product support, and such services are not to be used as a substitute for proper training and education.

Privacy Policy

You acknowledge that you have read and understand Polco's Privacy Policy (the "Privacy Policy" found at <https://info.polco.us/privacy>).

Subscription Terms (Duration)

This Subscription shall be in effect for a term of 24 months from the Start Date and the renewal dates are outlined below. Prices are guaranteed for the length of the Agreement.

This Subscription will renew at the end of the Initial Term for a duration of 24 months and shall continue to do so unless or until you provide written notice of non-renewal at least thirty (30) days prior to the expiration of the Agreement Term. You will be notified at least sixty (60) calendar days prior to the Subscription Renewal Date to provide positive consent for the renewal.

Polco reserves the right to modify and increase Fees upon providing written notice to Customer at least sixty (60) calendar days prior to the commencement of any Subscription Term, and the applicable Fees in this Order Form will be deemed amended accordingly. Any such increases shall not exceed 7% per Renewed Agreement Term. You will receive standard updates to the Services that are made generally available by Polco during the Term. However, Polco reserves the right to offer additional functionality or premium feature improvements for an additional cost.

| | Start Date | End Date | Period | Renewal Date | Renewal Notification |
|-------------------|-------------------|-----------------|---------------|---------------------|--|
| Subscription Term | 09/04/2024 | 09/03/2026 | 24 months | 08/04/2026 | Notification of renewal terms at least sixty (60) calendar days prior to the Subscription Renewal Date |

Remainder of page intentionally left blank.

Subscription Fees

The Fees for the 24 month subscription term covered by this Agreement are outlined below.

| Your Polco Plan 24 Month Term | | | |
|--------------------------------------|--|-------------------------|-----------------|
| Polco Modules | | | |
| | Track | | |
| | Overview Dashboard | | |
| | Economy Domain | | |
| | Safety Domain | | |
| | Land Use Domain | | |
| | Community Connectedness Domain | | |
| ✓ | Engage | | |
| ✓ | Ask (Surveys and Polls) | | Included |
| ✓ | In-Product Weighting | | Included |
| ✓ | Assess | Update Frequency | |
| ✓ | National Community Survey | Every 24 months | \$18,500 |
| | National Employee Survey | | |
| | National Business Survey | | |
| | National Law Enforcement Survey | | |
| | National Employee Survey - Law Enforcement | | |
| | Community Assessment Survey for Older Adults | | |
| ✓ | Add On- ½ page of custom questions | | \$3,000 |
| ✓ | Add On- Remote Presentation of Results | | \$3,000 |
| Balancing Act Modules | | | |
| | Simulation | | |
| | Simulation - Add Mapping | | |
| | Prioritize | | |
| | Taxpayer Receipt | | |
| | Total Investment | | \$24,500 |

Billing

You will be invoiced upon execution of this Agreement as outlined in the following table. All amounts payable to "Policy Confluence, Inc." as specified herein are in United States Dollars (USD). If applicable, sales tax shall be assessed on your invoice to comply with the sales tax laws and regulations in your state. Your Implementation shall be suspended if Fees for your Initial Term are not received in a timely fashion, and your Account shall be suspended and inaccessible if such Fees are not received within 30 days of the invoice date.

Fees for each additional Subscription Term shall be invoiced 60 days in advance of the start date of the Subscription Term and shall be due by the start date of the Subscription Term. Your Account shall be automatically suspended and inaccessible as of the start date of the Subscription if Fees have not been received by such date, and your subscription shall be deemed terminated if Fees for a Subscription Term are not received within thirty (30) days following the start date of the Subscription Term. There shall be a \$500 (USD) reactivation fee if your account is suspended for late payment.

| Term | Invoice Timing | Expected Invoice Date | Invoice Amount | Due |
|-------------------------|-----------------------|------------------------------|-----------------------|-------------|
| First Subscription Term | On signing agreement | 08/26/2024 | \$24,500 | net 30 days |

Except to the extent otherwise expressly stated in this Agreement all obligations to pay subscription Fees are non-cancelable and all payments are non-refundable. You agree that your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Polco regarding future functionality or features.

Compliance with Data Protection Laws

Each Party will comply with any applicable data protection and privacy laws and applicable to such Party's performance of its obligations under or in connection with this Agreement ("Data Protection Laws"). Where applicable Data Protection Laws, whether in effect at the start of the Term or as become applicable or effective during the Term, require the processing of Personal Data to be subject to specific terms between the Parties, the Parties shall enter into any necessary amendments to this Agreement and/or separate agreements to the extent necessary to comply with such applicable Data Protection Laws, including without limitation a Data Sharing Agreement.

Service Level Agreement

Polco's web platform will be operational and available to the Customer at least 99.5% of the time in any calendar month (the "Polco Application SLA").

Ownership and Use of Creative Materials

The Parties acknowledge and agree that an integral part of the services is the creation of the Polco application for Customer, which includes the development of certain information, content, text, graphics, logos, photos, videos, software and other items, as well as their selection and

arrangement ("Creative Materials"). Such Creative Materials are protected by copyrights, trademarks, patents, trade secrets and other intellectual property and proprietary rights, and Polco shall be considered the author of such Creative Materials and retains all right, title and interest in and to such Creative Materials. Customer's rights to use the Creative Materials are limited to use solely in connection with this Agreement, and the rights and obligations granted hereunder. Any rights granted to Customer under this Agreement to use the Creative Materials shall cease upon the termination of this Agreement.

Data Ownership

All data collected or generated by Polco shall be owned exclusively by Polco. Polco reserves the right to use the data for any purpose, including but not limited to improving the software platform, conducting research, and developing new products and services. Polco may disclose the data to third parties, provided that such disclosure is done in accordance with applicable laws and regulations, and is necessary to provide services to the customer. Upon termination of this agreement, Polco shall retain ownership of the data.

Miscellaneous

Notices. All notices shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; or (iii) the second business day after sending by email (provided that such email has not been returned as undelivered, or that sender does not receives an automatic response or other indication that the email account is not being monitored).

| | |
|---|--|
| <u>To</u> The City of Bartlesville; 401 S Johnstone Ave Bartlesville, OK 74003 Kelli Williams, Chief Communications Officer kwilliams@cityofbartlesville.org | <u>To</u> Policy Confluence, Inc. : 1241 John Q. Hammons Dr, Suite 203 Madison, WI 53717 Sonya Wytinck, COO sonya@polco.us |
|---|--|

Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

Counterparts. This Agreement and any amendments thereto may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The Parties may execute this Agreement and any amendment thereto in the form of an electronic record utilizing electronic signatures, as such terms are defined in the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001, et. seq.). Electronic signatures, or signatures transmitted electronically via PDF or similar file delivery method is legal, valid, and binding upon execution and delivery for all purposes and each shall have the same effect as an original signature.

Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to affect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Full Authority. The person agreeing to the terms and conditions of this Agreement states and affirms that they have the full authority of Customer to enter into and execute this Agreement.

Remainder of page intentionally left blank, signature page to follow.

IN WITNESS WHEREOF, CUSTOMER and POLICY CONFLUENCE, INC. have executed this Agreement as of the Effective Date:

| | |
|-----------------|--------------------------------|
| CUSTOMER | POLICY CONFLUENCE, INC. |
|-----------------|--------------------------------|

The City of Bartlesville
401 S Johnstone Ave
Bartlesville, OK 74003

Policy Confluence, Inc.
1241 JOHN Q HAMMONS DR STE 203
MADISON WI 53717-1929

Signature

Date

Signature

Date

Sonya Wytinck / COO

Printed Name / Title

Printed Name / Title



Polco



**National
Research
Center**

**Statistically Valid
National Community Survey (NCS) for
City of Bartlesville, OK**

June 27, 2024

Kelli Williams
Chief Communications Officer
City of Bartlesville, OK

Dear Kelli:

We are pleased to submit this proposal to the city of Bartlesville. Polco's core business is the administration of community surveys for local governments. Over the last 25 years, we have conducted more than 1,000 such surveys in more than 500 local governments across the U.S. Polco is the sole strategic partner of the International City/County Management Association's (ICMA) to offer survey research to local governments. We have been in partnership with ICMA for over 20 years and conduct training about using citizen surveys to advance community livability.

The National Community Survey (NCS) is a comprehensive gauge of resident opinion regarding the services, activities, and direction of the city leadership. Polco will work with city staff to develop and administer a survey of residents; analyze the survey responses and report on the results. We will ensure the results of the survey are weighted to reflect the demographic make-up of all adults (18 years old or older) living in the community, so that the results can be generalized to the entire adult population. Additionally, because Polco conducts and collects the most current community surveys from jurisdictions across the country, we have the largest database of current comparative resident opinion of any firm. Conducted with typically no fewer than 300 residents in each jurisdiction, opinions represent over 30 million Americans.

The information contained herein is for the full version of the NCS. I've added to the investment page pricing for our new digital-only version of the NCS called **NCS Ready to Go** and have attached a side-by-side comparison.

I'm happy to answer any questions. Thank you in advance for your review and consideration.

Sincerely,

Sam Mathias

Senior Account Executive

sam.mathias@polco.us | Tel 303.625.6969

Executive Summary

About Polco

Air Force veterans Nick Mastronardi and Alex Pedersen founded Polco in 2015 out of their passion for public service. They shared a desire to see local governments better utilize technology to foster productive conversations and make data-driven decisions. Nick's experience at Amazon and Alex's at Google, in addition to shared experiences in academia, gave them the expertise they needed to create Polco. They saw how technology had contributed to residents' declining trust in government and increasing polarization and hoped that they could be a part of reversing these concerning trends through technology. From the start, they founded Polco with the mission to improve how governments engage their residents, understand the resident sentiment, and ultimately use this input to make decisions that improve the quality of life for all.



Nick and Alex quickly realized that there were other great practitioners doing innovative work that they could amplify through a partnership with Polco. In 2019, National Research Center (NRC) joined Polco to set a new standard for survey research. NRC was the leading provider of community surveys for local governments across the country for 25 years, and the merger with Polco combined NRC's extensive library of professional local government surveys, a database of local government performance, and survey research expertise with Polco's technical capabilities for enhanced communication and engagement. Today, Polco is headquartered in Middleton, Wisconsin, with over 55 employees across the country, including an office in Boulder, Colorado.

Balancing Act joined Polco in 2023, bringing best-in-class budget and housing simulations, and prioritization and Taxpayer Receipts tools to Polco's community engagement platform. Balancing Act has provided these capabilities to local, state, federal, and academic institutions around the world. The core of the Balancing Act suite is the budget simulation. This easy-to-set-up, interactive tool is the best way to communicate financial information to residents and get their informed feedback. Balancing Act's online housing simulation changes the participation dynamic in planning and zoning by putting residents in the shoes of decision-makers and asking them to help solve the problem. Prioritize gathers stakeholder preferences on budgeted projects with a unique dual approach that allows users to make selections and then rank order them. The resulting data provides deeper insight to support decision-making within a fixed budget or one-time expense such as stimulus funds. Finally, the Balancing Act Taxpayer Receipt is an easy, effective way to demonstrate to residents that their money is being put to good use. Residents anonymously input data to generate a customized estimate of taxes paid.

Polco has received the highest levels of endorsement from the International City/County Managers Association (ICMA), the National League of Cities (NLC), and the Government Financial Officers Association (GFOA). Together, these organizations comprise thousands of city and county managers, council members, elected officials, and government finance professionals.

Polco continues to grow as we add additional capabilities to our community engagement platform. Our suite of tools ensures communities engage with residents and receive the insights necessary to optimize their resources and deliver the highest level of services to residents.

Our team's combined expertise has produced a robust digital engagement platform to gather critical information from community stakeholders, assess their needs, and monitor resident satisfaction and government performance. The platform includes three modules: Track, Engage, and Assess. Each module provides an innovative and impactful approach to community engagement which can be used to meet specific needs or combined for a more holistic approach to engagement.

We take pride in all the work we have done to positively impact public services and the quality of life in hundreds of communities. At the same time, we believe there is much important work left to be done. The public sector constitutes a significant portion of the economy, with over \$4 trillion available to state and local governments in the US alone in the past year. In order to allocate and spend these funds, it's more important than ever that local governments have access to accurate and reliable data to make decisions with confidence.

Our team of community engagement experts is committed to understanding your community's goals and challenges so we can tailor a solution aligned to the unique needs of your community. We look forward to working in partnership with you to power the best possible decisions for your community and see positive outcomes in the years to come.

Approach and Methodology

Survey Instrument - The National Community Survey™ (The NCS™)

We are proposing our turn-key benchmark survey product, The National Community Survey™ (The NCS™) for the City's Public Opinion Survey.

The NCS has been the survey tool of choice for more than 500 communities across the country and is the only resident survey tool endorsed by the International City/County Management Association (ICMA) and the National League of Cities (NLC). It has the advantage of being a cost-efficient, scientific tool for measuring resident satisfaction levels and perceptions. The NCS starts from a base of questions that ask respondents about the quality of local government services. The overall focus is on community livability, so other questions relate to the characteristics of the community that contribute to quality of life, as well as residents' experiences and engagement in community life. The level of standardization of this survey product makes it possible to provide benchmark comparisons for each standard item.

The National Community Survey™ (The NCS™)

- Gold standard for gauging public opinion.
- Trusted by hundreds of jurisdictions.
- Benchmark to 500+ communities
- Clear, unbiased, and accurate results

We help our customers by:

- Evaluating services
- Enhancing communication
- Measuring quality of life
- Building trust
- Planning capital investments
- Informing budgeting
- Monitoring performance
- Assisting strategic planning

The NCS covers 10 key facets of community livability:

- 1) Economy
- 2) Mobility
- 3) Community Design
- 4) Natural Environment
- 5) Safety
- 6) Utilities
- 7) Parks and Recreation
- 8) Health and Wellness
- 9) Education, Arts and Culture
- 10) Inclusivity and Engagement

Outreach Administration

A representative sample of residents (or other appropriate stakeholders) will be invited to complete the survey to ensure statistically significant response and results. Mailed postcard invitations to randomly selected households (with URL for online survey access) will go to approx 3,000 households. We will use statistically appropriate methodologies to garner community-wide representativeness with at least a 6% margin of error (4-6% is typical and meets best practices for performance measurement, about 250-450 responses) per local jurisdiction. The invitations will contain an introduction outlining the importance of the survey and instructions for completing it. To supplement this effort, the city will be asked to participate in outreach efforts with guidance on best practices from Polco. Responses will be statistically weighted to ensure the best representation of your community (or stakeholder group, if applicable).

We will work with the city to optimize the outreach plan, combining our experience with your knowledge of your residents and their needs (e.g., comfort with and access to technology and level of English literacy).

The online portion of the survey will be hosted on the Polco platform. The city will have a branded profile (using your logo) on which the survey would be hosted.

While the city will be conducting the survey with a random, scientific selection of households, officials may still want to hear from everyone in the community. To this end, we include an open participation option once the random survey has been in the field for at least a few weeks. We will provide another web link that the city can post on its website and publicize it to encourage maximum participation. Polco will analyze the open participation data and determine whether combining the opt-in data with the scientific data would be beneficial toward reducing the margin of error around survey results, or if it should be reported under separate cover. The combination of scientifically collected data (via random selection) and opt-in data (non-random) is an emerging practice in the survey research industry.

A strength of Polco is the ability to turn what could be one-off respondents into a “panel” of residents for continued engagement. To take advantage of this feature, residents must be asked, or even required to register at Polco. In the first scenario, the resident completes the survey and after submitting, is given an option to provide an email address and zip code for continued engagement. In the second, the resident would be required to provide their email address and zip code to access the survey. Historically Polco has matched around 70% of its responding users on local voter files. Each user successfully matched against the verification list no longer needs to self-report most additional demographic and geographic information (age, gender, precinct/ward, etc.). This not only improves the accuracy of the results but helps stave off survey fatigue.

City Responsibilities

While Polco will do most of the heavy lifting to provide the approach and methodology described in this proposal, the following would be the City's responsibilities:

- 1) Provide a project point person for Polco to work with on the survey logistics.
- 2) Provide input on the half of page of custom questions to be covered on the survey, provide feedback on survey drafts, and give final approval.
- 3) Provide necessary files for customizing the survey materials (e.g., logos, letterhead, electronic signature) as well as GIS files for any geographic sub areas to be tracked.
- 4) Publicize the survey effort, particularly the open participation survey, if the city desires to implement that option.
- 5) Provide feedback and final approval on reporting and presentation slide deck.

Analysis of Survey Results

The first step in preparing the resident data for analysis will be to weigh the data to reflect the demographic profile of the residents of the community. Weighting is a best practice in survey research to adjust for potential non-response bias and ensure that the demographic characteristics of the survey respondents mirror the overall population. In general, residents with certain characteristics (for example: those who are older or homeowners) are more likely to participate in surveying. Weighting allows us to increase or decrease the weight of each respondent to mimic as closely as possible the demographic profile of the community as described by the U.S. Census and American Community Survey (ACS) data. The weighting variables to be considered will be all those demographics included in the survey. Additionally, Polco has extensive experience with complex weighting schemes required with targeting specific geographic subareas.

For quantitative analysis of the resident survey, we rely on IBM Statistical Package for the Social Sciences (SPSS). We believe that analysis must be replicable and leave a clear path. To this end, we keep every label and command run in SPSS in a syntax file available for audit and re-running, as necessary. We will code any open-ended responses using both an emergent approach, where themes are revealed through the analysis, combined with a deductive approach, where a scheme or codes are predetermined and applied to the data. We use various analysis techniques suited to the project and question.

In addition to providing a full set of responses to each survey question, our online reporting includes interactive charts that show cross tabulations by geographic area and respondent characteristics, as well as comparisons of results against benchmark communities. The data and reports will undergo a thorough quality assurance review. We will audit the original data files and our statistical syntax/analysis files, compare automatically generated output to the formatted output in the report and data check all numbers and text prior to submitting the reports. This will ensure the data analyses are correct and staff, the media and the public will trust the results.

Benchmarking

Polco conducts and collects the most current resident surveys from jurisdictions across the country; we have the largest database of comparative resident opinion of any firm, containing over 700 comparison communities across the nation. The Polco Performance Plan includes comparisons to the national benchmarks. Should the City wish to add optional custom benchmark sets, Polco's benchmark database contains communities that range widely in size, location, and other features, so we can easily create benchmarks to make comparisons to the entire nation or a subset, such as all jurisdictions in a region or population range among other factors.

Reporting

Reports and presentations must serve staff and council members, appointed boards, and commissions as well as the lay public and must be documents that the media can understand and find robust should they wish to press their credibility. These are challenges we accept enthusiastically.

Reporting for The NCS is online on Polco. This allows for interactive displays of your survey results - for ease of exploring and sharing. The reports include an executive summary, explanation of methods and breakdowns of results by areas (if included in the sampling) and respondent characteristics. Comparisons to national benchmarks are also included, and comparisons to regional benchmarks can be purchased. The reports can also be downloaded in PDF form.

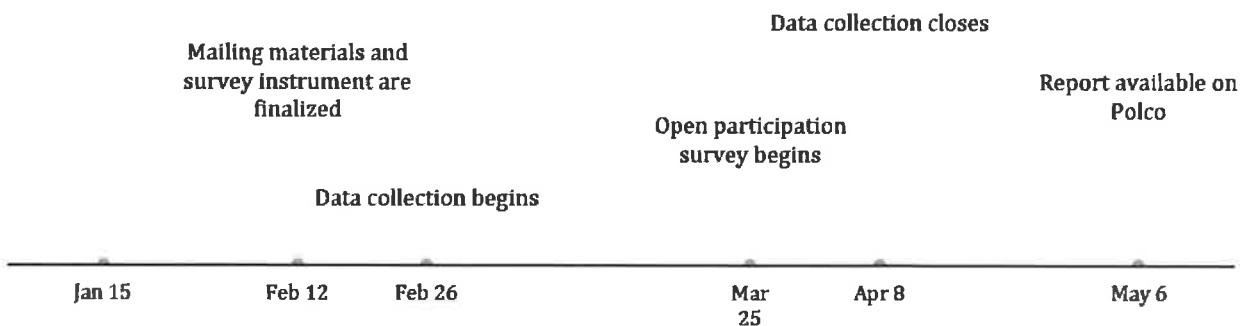
Presentation of Results

We believe in making results interesting and straightforward in our presentations. Our presentations are attractive and visually intuitive; typically, 20-30 minutes in length. We recommend having 15-30 minutes following the presentation portion for questions, depending on your preferences. A remote presentation by Polco adds a great degree of confidence in the independence and reliability of your findings. Whether presenting to staff or council, the credibility of the presentation rests as much on the response to questions from the audience as on the summary of the slides. This is where the benefit of the reputation, education and experience of the Polco team will be especially helpful in providing you the credibility and trust that top level managers expect.

Survey Timeline

The actual timeline is subject to change, based on contract award date, and the length of the City's approval process for finalizing the survey and related materials, etc. We are happy to further discuss the City's timing needs and provide other options if needed.

The NCS survey process begins



The Polco project management team will produce an exact timeline during the onboarding process.

Preparing for the Survey - Average of 6 Weeks

| | |
|----------|--|
| Week 1 | Project Manager (PM) sends The NCS for review |
| Week 2 | [Optional add-on] Send PM drafts of custom questions to add to the survey, if applicable |
| Week 5 | Mailing materials and survey instrument are finalized |
| Week 5 | PM generates representative sample of households in your community |
| Week 5-7 | Polco prints materials, prepares mailings, and sets up the survey online |

Conducting the Survey - 10 weeks

| | |
|-------------|---|
| Week 7-12 | Data collection opens for The NCS- track real-time responses on Polco |
| Week 7 | 1st postcard invitation sent |
| Week 8 | 2nd postcard invitation sent |
| Week 10 | Open participation survey begins (PM will provide a link) |
| Week 12 | Data collection closes for the random sample survey and open participation survey |
| Week 12 | Send PM final count of returned postcards |
| Weeks 12-16 | PM conducts survey analysis and prepare report |
| Week 16 | PM provides link to report on Polco |

Investment

| Item & Description | Unit Price |
|--|---|
| Assess Module: National Community Survey (NCS) | \$18,500.00 |
| <p>Optional - 1/2 Page of Custom Questions</p> <p>As The NCS is a comprehensive survey we suggest not adding custom questions to minimize respondent burden and recommend asking custom questions in a separate survey on Polco. However, we recognize that while you are making this larger effort to get input from your residents you may want to add a few custom items.</p> | <p>\$3,000.00 half page</p> <p>\$5,000.00 Full page</p> |
| <p>Optional - Remote Presentation of Results</p> <p>A senior Polco staff member will make one presentation of survey results to staff, Council, Boards, or other appropriate groups. This will be conducted on Zoom or another appropriate technology (that is feasible for both parties and suits the purpose). For this presentation, we use Microsoft® PowerPoint or Google Slides as a visual aid and a copy of the slideshow is shared with your staff for internal use.</p> | \$3,000.00 |
| Engage Module - (Description below) | <p>Included</p> <p>(\$8,000/yr on its own)</p> |
| <p>Track Module - (Description below) Track Overview</p> <p>Additional Track domains</p> | <p>Included</p> <p>\$2,500/yr ea</p> |

| | |
|--|---|
| <p>National Employee Survey</p> <p>If contracted at same time as NCS</p> | <p>\$8,875.00</p> <p>\$8,000.00</p> |
| <p>NEW: Digital Only NCS: “NCS Ready to Go” This is an all-digital version of the NCS which would be open to all residents. Outreach would be led by the City, with Polco supplying an Outreach Kit. The results will be auto-weighted, and accessed on an interactive digital dashboard (no customized report), using Tableau, and with National benchmarks. Spanish survey translation is included. Remote presentation of results is available. Timeline is 4-6 weeks.</p> | <p>\$9,500.00</p> <p>\$2,500.00 optional remote presentation</p> |

The Track Module

The Track Module’s data dashboards place community statistics alongside resident sentiment to provide insight into areas of strength and need in your community. Comparisons to our nationwide database provide context for your community’s data. These dashboards are powered by the strategic Government Performance Action and Learning (GPAL) collaboration. GPAL was originally envisioned by Polco and COWS at UW Madison, Arizona State University, Stanford, and ICMA.

The Engage Module

Engage allows community leaders to post unlimited surveys, polls, and live events for resident input and measures resident satisfaction on a variety of livability topics. Choose from a variety of flexible question types, including open-ended, checkbox, satisfaction scale, option button, and point allocation. Conditional logic allows residents to skip questions where applicable and avoid survey fatigue. Use email outreach and social media templates to get the word out. View results on a heatmap to understand location-related issues. Hear from a representative group of residents on a wide range of everyday, emerging, and project-related issues with auto-weighting.

Participant Overview

The Participant Overview empowers local governments to easily view their entire

subscriber base in one place to see which residents are interacting with surveys, polls, live events, and simulations. This overview also allows you to view the demographics of your subscribers and watch your subscriber base grow over time.

Polco Live

Try real-time polling with Polco Live to engage stakeholders at your in-person and virtual events. With Polco Live, your organization can gather useful information instantly, while encouraging audience participation at the same time. Polco Live brings you feedback seamlessly along with online streamed events, webinars, video calls, in-person meetings, and conferences. These capabilities allow residents to engage in real-time and transform static presentations into interactive, visual experiences that are engaging.

Polco Library

Find 100+ expert-designed surveys and polls in the Library to help you save time and avoid fears or perceptions of bias. This library contains curated surveys and polls created by survey scientists at the National Research Center, Polco's dedicated research team. They cover a wide variety of topics and service areas for which local governments commonly seek input.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to approve a contract with Envisio Solutions Inc. for digital tracking software services.

Attachments:

Master Services Agreement with Envisio Solutions Inc.
Envisio Proposal

II. STAFF COMMENTS AND ANALYSIS

Envisio Solutions Inc. is a strategic planning and performance management software company that offers tools that will help the City better manage data and more effectively share that information with the public, particularly as it relates to the Bartlesville NEXT Strategic Plan and voter-approved capital projects.

The City of Bartlesville continuously strives to increase transparency with the public and has long prioritized seeking new and innovating ways to improve its communications program. Staff feels this software service is consistent with these goals and will help move the City further forward in its desire to update and improve its communications platforms.

Implementation of these services will enable the City to:

- Provide public-facing dashboards showing the public the current status of strategic plan objectives, capital projects and other selected data
- Enable City staff to interface interdepartmentally and to share information and updates without meeting requirements and other delays
- Store information to assist City staff in preparing the City's annual report, a key objective outlined in the Bartlesville NEXT Strategic Plan

This agreement was reviewed and approved by City Attorney Jess Kane, with the exception of Article 9.1(b) regarding limitations on liability. Mr. Kane and Envisio legal staff were unable to reach a compromise acceptable to both parties on this item, with Mr. Kane requesting unlimited liability and Envisio able only to double the limitation from its standard terms with consideration for carve-outs for particular claims or damages that are of concern to the City.

While City staff is aware and understands Mr. Kane's concerns, these terms appear to be non-negotiable due to Envisio's obligations to its insurance provider, and are therefore unavoidable if the City hopes to contract for these services.

III. BUDGET IMPACT

The cost for this service is \$19,500 for one year (with a 5% annual increase beginning on Year 2, if extended) and a one-time implementation fee of \$9,300, bringing the total cost for the current fiscal year to \$28,800.

IV. RECOMMENDED ACTION

Staff recommends approval and execution of agreement with Envisio Solutions Inc.



Envisio's Proposal for City of Bartlesville, OK

Strategy Execution, Project Management, Performance Management & Reporting Solution

Envisio designated point of contact:

Abby Keeble
Senior Account Executive
469-694-3127
akeeble@envisio.com

Submitted by:

Envisio Solutions, Inc.



Letter of Introduction

On behalf of the Envisio team, I am excited to share this proposal for the City of Bartlesville. We commend the leadership at the City of Bartlesville for their commitment to high-performing governance, accountability, and transparency. We are very excited about the opportunity to partner with you!

At Envisio, we believe trusted public agencies create thriving communities. Our mission is to help public agencies build trust by partnering with them to make their plans a reality and performance transparent. This is achieved through purpose-built software and expert services that align people, plans, projects, and performance.

Envisio is the premier choice for public agencies seeking a software solution and professional expertise in strategy execution, performance management, project management and progress reporting. Our exclusive focus on the public sector, user-friendly software, and partnership approach positions Envisio as the go-to solution.

By partnering with Envisio you will:

- **Enhance Strategic Planning & Execution:** Incorporate dynamic planning and a data-driven approach to ensure that all activities align with the goals and needs of the community.
- **Increase Public Trust & Transparency:** Share your story with public-facing dashboards to promote transparency and engage with your community.
- **Improve Public Service Delivery:** Encourage a culture of SMART planning, accountability, and results to enhance the quality and effectiveness of public services.
- **Save Time:** Modernize monitoring and reporting, automating data collection, progress updates, and report creation.
- **Drive Evidence-Based Decisions:** Elevate performance management and leverage data as an asset in decision-making.

We work exclusively with the public sector and have partnered with more than 160 organizations. Our customer base includes 16 What Works Cities certified or member cities and 7 ICMA Certificate of Excellence recipients for Performance Management. Notable cities such as Oklahoma City, OK, Denton, TX, Irving, TX, Addison, TX, Waco, TX, Celina, TX, Burleson, TX, Kansas City, MO, Kirkwood, MO, Webster Groves, MO, Kansas City, KS, and Independence, KS are part of our customer community.

Company Details

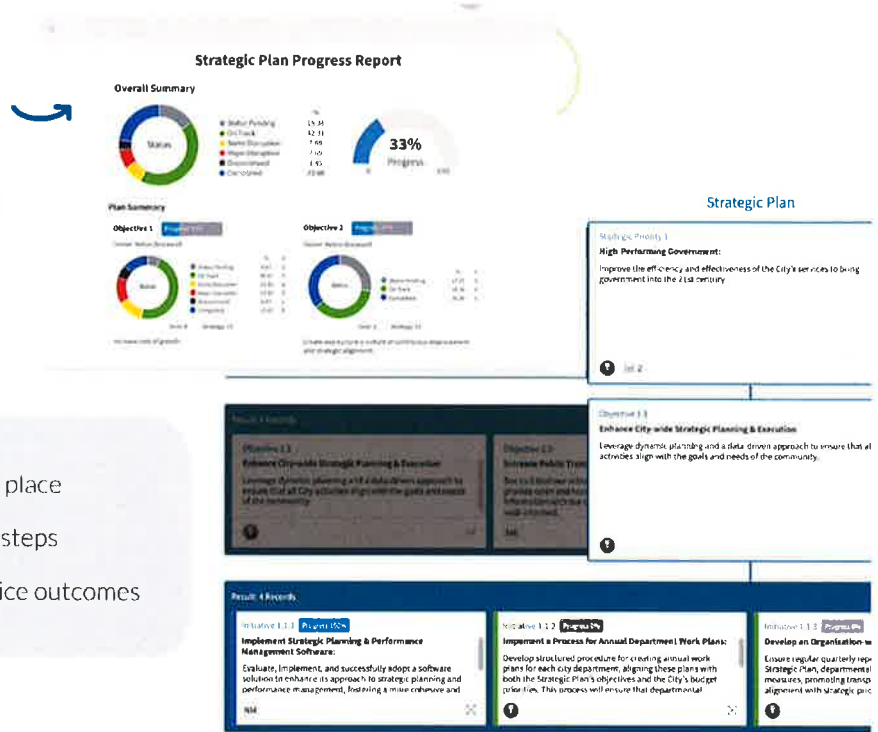
| | |
|---------------------------|--|
| Company Name | Envisio Solutions, Inc. |
| Website | www.envisio.com |
| Company Background | 12 years in business. Envisio was founded in 2012 by a team of entrepreneurs who share a passion for public service and building technology to transform how public sector organizations develop and execute plans, track and improve performance, and communicate results. |
| Company Overview | <p>Envisio is the premier choice for public agencies seeking a software solution and professional expertise in strategy execution, performance management, project management and progress reporting. Our exclusive focus on the public sector, user-friendly software, and partnership approach positions Envisio as the go-to solution.</p> <p>As your dedicated partner, we go beyond being a mere vendor. Our commitment to your success is evident in our comprehensive implementation and consulting services and ongoing support from pre-implementation through adoption and beyond.</p> |
| Core Competencies | <p>Envisio's core competencies are:</p> <ul style="list-style-type: none">● User-friendly Technology● Implementation & Consulting Services● Strategic & Operational Planning● Project Management● Performance Measurement & Management● Data Analysis & Visualization● Progress Reporting● Community Dashboards● Performance Benchmarking |

| | |
|---------------------------------------|---|
| <p>Implementation Services</p> | <p>Implementation, training & adoption support resources include:</p> <ul style="list-style-type: none"> ● Dedicated Implementation Consultant ● Live Consultation Sessions ● On-demand Video Learning Courses ● Guided Plan & Data Building Sessions ● Hands-on Training Sessions ● Customized Reporting Framework ● Public Dashboard Design & Promotion Kit ● Process & Change Management Support |
| <p>Consulting Services</p> | <p>Consulting support resources include:</p> <ul style="list-style-type: none"> ● Dedicated Planning & Performance Coach ● Operational Planning Services ● Performance Measurement Services |
| <p>Ongoing Support</p> | <p>Ongoing support resources include:</p> <ul style="list-style-type: none"> ● Dedicated Customer Success Manager ● Access to Envisio's Academy ● Access to Envisio's Knowledge Base ● Access to Envisio's Live Agent Help Center ● Access to High-Performing Public Sector Community |
| <p>Pricing Model</p> | <p>Envisio provides unlimited users. This scalability will empower you to accommodate evolving needs and a growing user base without any limitations.</p> |

Strategic Planning & Execution

Single source of truth for your most important work

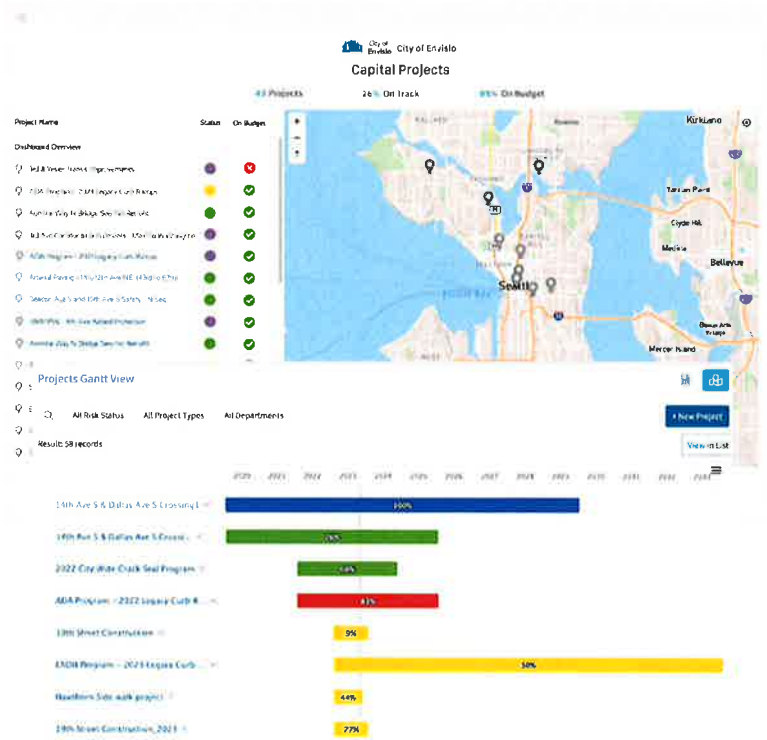
- Manage all of your plans, projects, and programs in one place
- Operationalize your strategic priorities into actionable steps
- Foster a culture of accountability for better public service outcomes



Project Management

Manage, deliver, and communicate projects

- Easier internal management of projects
- Align projects with strategic priorities
- Share the status of projects in a transparent way



Performance Management

Centralize data to make evidence-based decisions

- Easily collect, analyze, and visualize performance data
- Evaluate what works and what doesn't for continuous improvement
- Align meaningful measures with strategic priorities



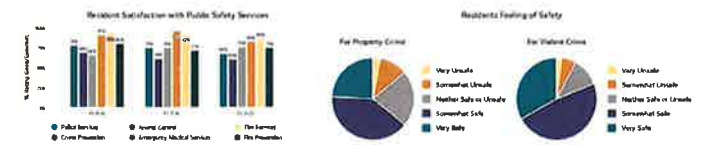
Progress Reporting

Share your story and promote transparency

- Share qualitative and quantitative data to demonstrate meaningful progress toward community goals
- Save time by automating data collection, curating, and reporting
- Recognize accomplishments and celebrate wins



Healthy and Safe Communities



| Description | Progress | Status |
|--|---------------------------------|----------|
| Enhance Safety of the Traveling Public - Implement Programs to Provide Safe Multiracial Mobility | <div style="width: 75%;"></div> | On Track |
| Build Public Safety Capacity - Address Public Safety Technology and Resource Needs - Promote Use of Best and Leading Public Safety Practices | <div style="width: 50%;"></div> | At Risk |



Pricing

| Product & Service | Description | Price |
|---|---|--|
| Get Started Subscription License Includes 1 Plan & Unlimited Projects | <ul style="list-style-type: none"> • Access to Plans, Projects, Analytics & Public Dashboard • Unlimited Users • Unlimited Reports • Unlimited Internal Dashboards • Unlimited Public Dashboards • Single Sign-On (SSO) & Setup | \$24,500 \$19,500 Annual Fee |
| Enterprise Subscription License Includes Unlimited Plans & Projects | | \$39,500 \$34,500 Annual Fee |
| Implementation Services | <ul style="list-style-type: none"> • 1 Plan Implementation • Public Dashboard Implementation • Projects Implementation • Build Services | \$9,300 One-time Fee |
| Year 1 Total | | \$33,800 \$28,800 |
| Consulting Services | <ul style="list-style-type: none"> • Operational Planning Services • Performance Measurement Services | \$225 Per Hour |

Pricing Notes:

- The discounted price (**total savings of \$25,000**) is valid until **September 5, 2024**
- Envisio annual subscription is based on a 5-year term
- Envisio will apply a 5% annual increase beginning on year 2

Procurement Methods

When procuring Envisio, there are several methods available. Each method has unique characteristics and benefits. Envisio provides the necessary resources to support your preferred procurement option.

Direct Procurement: Direct procurement is a method used for purchasing goods or services directly from a vendor when the total cost is below a certain threshold or when an informal procurement process is allowed. Upon request, Envisio will provide a Master Service Agreement (MSA) and formal quote to be reviewed and approved.

Sole Source: Sole source procurement is used when a vendor provides unique capabilities and/or is the only vendor capable of providing the required goods or services, making competitive bidding impractical. Upon request, Envisio will provide detailed documentation to demonstrate our unique capabilities and support sole source justifications.

Cooperative Contract: Cooperative contracts allow local governments to purchase goods or services through agreements already negotiated by other public entities or purchasing consortia. Envisio participates in numerous cooperative contracts (i.e., NASPO, and OMNIA Partners), making it easy for you to take advantage of pre-negotiated terms. Upon request, Envisio can guide you through the process of accessing and utilizing these contracts. This may include additional costs.



Appendix B - Scope of Work (SOW)

Submitted by:
Envisio Solutions, Inc.



Overview of Services Proposed

Our Unique Process - *Strategy Meets Execution*

Implementation Services

Envisio values ease of onboarding and comprehensive training, and we are dedicated to high-quality service and customer satisfaction. Our Professional Services and Implementation teams will work together to ensure you receive the proper support and training at the right time. Our customer engagements are led by a team of in-house planning, performance management, and local government experts who consult on the best ways to configure Envisio to your unique plans and performance measures. We follow best practices in technology deployment that have been refined over hundreds of successful implementations. We design with the result in mind, ensuring your configuration and training in Envisio meet all of your communication and tracking goals.

Consulting Services

Our professional services are designed for customers who do not have the time and capacity to design and/or build their plan details and performance measures in Envisio. You see the value in communicating planning and performance measure data and are keen to adopt this practice in your organization, but have steps to complete before you can effectively get started. Envisio's Planning and Performance Coaches fill these gaps with our professional services offerings and build that capacity on your team. We know Envisio inside and out; let us take the heavy load off your organization's shoulders to help you design and gather the information you need to use the Envisio platform to its full value.

Continued Support

Your partnership with Envisio is an ongoing one. We will be with you every step of the way on your customer journey as you continue to achieve your goals. Your dedicated Customer Success Manager will guide you through the required business process change, successful rollout, and full solution adoption in Envisio. Once you've achieved your current goals, we will work with you to define new goals, always pushing your organization to expand your sophistication and become a star performer in the planning and performance management space.

Envisio Implementation Service

Get started on the right foot, every time, for all of your plans and performance measures.

Begin your journey with Envisio on a strong path to building your planning, performance, and project management toolkit. Our implementation consultants guide you through a prescriptive, proven process to implement the software and empower your organization for long-term success. We work directly with your team to configure the software, share best practices to enable the organization through change management, and automate reporting to ensure consistent communication on your plan's progress and performance. We host training sessions to ensure all of your users know how, when, and - most importantly - why to input their updates to Envisio, as well as leadership report training to provide your leadership team with direct insight into the results of the plan and understand the importance of regularly scheduled reviews of progress, using Envisio reports.

Our implementation services enable you to build your plan and performance measures in Envisio, to ensure your team can easily provide ongoing updates and share progress with both internal and external stakeholders. We host collaborative weekly consultation sessions as you build and configure the software, and equip you with best practices along the way to ensure your planning and performance remain in focus throughout the organization as time goes on. We develop a reporting framework and automate the delivery of both reminder notifications and results reporting, and set up templates to give your team the guidance they need to input meaningful updates.

At the end of your implementation, your organization will be ready to execute your plan and share performance-proven results with stakeholders to share the story of your success.

Scope of Work

Envisio implementation follows a prescriptive process to guide your organization to early success using the platform, along with robust reporting and training for your team.

Envisio and The Customer agree that implementing Envisio is a shared responsibility. Neither Envisio nor The Customer is expected to have resources available to mitigate timeframe slippage caused by the other party. Delays on the part of The Customer, including putting the project on temporary hold or changes in project personnel, may result in a Change Order to cover the cost of restart, rework, rescheduling, and retraining.

Plans Implementation

Project Kick-Off

During this phase of work, we introduce key team players and define project roles, define a work plan to accomplish project deliverables, and take stock of existing plan details to inform subsequent phases of work.

During this phase **Envisio** will:

- Host a partnership kick-off meeting with key stakeholders to get to know your team and define roles, responsibilities, timelines, and communication channels.
- Host an executive leadership meeting to present our partnership journey, an Envisio roll-out plan, and our expectation of their role as the key to success
- Document and define a detailed implementation plan outlining the phases, milestones, and timelines of our implementation process for your organization.
- Review the finalized plan your organization will input to Envisio through the implementation phase, and prepare recommendations surrounding the plan structure.
- Provision your Envisio instance for initial access and provide logins for up to thirty (30) key project participants to access the platform.
- Provide up to four (4) hours of Project Management time throughout implementation. Service is provided until all other services are delivered or ten (10) weeks contiguous from project kick-off, whichever occurs first.

During this phase **You** will:

- Define and share participants for the partnership kick-off meeting
- Confirm your organization's goals and timeline expectations
- Acquaint yourself and your team with our implementation process
- Select the plan for implementation and coach review and share with Envisio

Key Deliverables

- Detailed implementation project plan tracker with timelines defined, outlining key implementation milestones and deliverables. This tracker will serve as a valuable tool to monitor progress and ensure timely completion of tasks.
- Envisio Instance Provisioned and Logins Created: up to thirty (30) users are sent login credentials and your Envisio instance is ready to use.

Plans Implementation - Get Started

To implement your priority plan in Envisio, a dedicated implementation consultant will guide your project champion and plan owner/builder through a prescriptive implementation process to ensure the successful launch of your plan in the Envisio platform.

During this phase **Envisio** will:

- Host five (5) weekly, one-hour implementation consultation sessions to train and provide support and guidance as you configure your Envisio instance for optimal use and input your plan into the system.
 - System configuration and plan structure framework consultation
 - Reporting dates and update cadence consultation
 - Internal Reporting framework consultation and build session
 - Public Dashboard consultation and build session
 - Preparation for user and leadership training
- Collaborate with you to build one (1) draft Public Dashboard, which can be shared internally to showcase early successes and milestones achieved through the platform's usage, and published for public consumption later, when appropriate.
- Build five (5) standard, best practice reports and provide support and guidance as you customize these reports to your organization's needs.

- Host one (1) one-hour ad-hoc support session as needed, in case of additional questions throughout building of the plan or public dashboard.
- Host two (2) one-hour training sessions for non-administrative Envisio users:
 - End-user training to teach staff how to input updates to the plan, and set cadence expectations
 - Leadership report training to share built reports with the leadership team and best practices on how to leverage reports to keep the plan in focus

During this phase **You** will:

- Actively participate in implementation consultation sessions: Your active participation in implementation consultation sessions is vital for aligning Envisio's configuration with your organization's specific requirements.
- Familiarize yourself with technical usage: To empower your team with the necessary skills to build plans and other administrative setup, you will watch on-demand learning video courses. These courses provide insights into the technical aspects of the platform, facilitating a smooth onboarding process.
- Dedicate time to building your plan(s): It will be important that you dedicate time to building your plan(s) and completing assigned "homework" assignments after each consultation session with your Implementation Consultant.

Key Deliverables

- Your operationalized plan entered into Envisio platform, ready to receive updates
- Configured reporting periods and automated update notifications
- Historical updates entered, if applicable (i.e. when entering established plans)
- Draft public dashboard built, ready to be socialized internally
- Five (5) standard, best practice reports configured and scheduled to your organization's needs

Plan Data Loading (Build) Service

The Envisio team will build your plan in the system for you, then resume standard implementation training to equip your team with the skills to maintain the plan, moving forward.

During this phase **Envisio** will:

- Review background documentation, including your selected plan in its current form and any other relevant documents, to gain an understanding of the plan structure.

- Build one cascade of the plan (from highest level to lowest level) in its entirety.
- Host a meeting to review the initial build, answer any questions, and receive approval to build out the remaining plan following the example cascade.
- Configure your Organization Settings and add users and departments.
- Build remaining plan elements, up to one hundred (100) total, of your provided plan in Envisio, including:
 - Assigning planning element Owners, Contributors and Observers
 - Assigning Start and End Dates. If these assignments cannot be identified for data loading, they will be covered as part of the Maintenance Training
- Host a meeting to review the plan build and gather input on any changes or requests.
- Update and finalize the plan in Envisio based on feedback received.
- Host a handover session to review the final plan build and resume the standard implementation process.

During this phase **You** will:

- Attend and actively participate in all meetings.
- Respond to clarification requests and provide input as needed.
- Provide your selected plan and any additional required information in the correct format, based on the template provided by Envisio.
- Review the initial build of one cascade of the plan and provide any feedback and approval to complete the remainder of the plan build.

Key Deliverables

- Up to one hundred (100) plan elements built within one (1) plan
- Organizational settings and users/departments configured, as needed

Projects Implementation

In this phase our expert trainers will equip your team with the capacity to build, manage, and track projects in Envisio.

During Projects implementation, **Envisio** will:

- Host three (3) weekly, one-hour consultation/build sessions to train and provide support and guidance as you build your projects in Envisio.
 - Projects configuration and best practices

- Project and task building
- Projects dashboard, plan linking, and reporting
- Host one (1) one-hour ad-hoc support session as needed, in case of additional questions throughout building.
- Host one (1) one-hour project manager training session.

During Projects implementation, **You** will:

- Actively participate in online admin training sessions: Our expert trainers will conduct dedicated online admin training sessions to equip your team with the knowledge and skills required to fully utilize Envisio's Projects module, including related reporting and plan linkage, where appropriate.
- Build project(s) and tasks: Following best practice recommendations for structure, and with the support of your Implementation Consultant, you will build your projects into Envisio
- Projects Dashboards: Your team will construct Projects dashboards, tailored to topical needs, showcasing your ongoing projects in a coherent and visually appealing manner.
- Map Projects to Plans (where appropriate): If applicable, you will link your projects to specific plan elements, ensuring accurate representation of performance data.

Key Deliverables

- Up to ten (10) Projects and a corresponding set of tasks built in Envisio with start/end dates and ownership, where defined
- Two project-specific reports, automated from Envisio, dependent on plan linking
- One (1) draft Projects Dashboard created
- Project Manager training

Projects Building Service

The Envisio team will build your Projects in the system for you, then resume standard implementation training to equip your team with the skills to maintain your projects in Envisio, moving forward.

During this phase **Envisio** will:

- Review background documentation, including your selected project(s) in current form and any other relevant documents, to gain an understanding of your current project structure.
- Build one project and up to ten (10) tasks as a preview.

- Host a meeting to review the initial build, answer any questions, and receive approval to build out the remaining project(s) and task(s) following the preview example.
- Build up to one hundred (100) remaining total project components (projects + tasks) in Envisio.
- Host a meeting to review the project build and gather input on any changes or requests.
- Update and finalize the project(s) based on feedback received.
- Host a handover session to review the final project(s) build and resume the standard implementation process.

During this phase **You will:**

- Attend and actively participate in all meetings.
- Provide your selected project details and any additional required information in the correct format, based on the template provided by Envisio.
- Review the initial build of one project and up to ten (10) tasks and provide feedback and approval to complete the remainder of the plan build.
- Respond to clarification requests and provide input as needed.

Key Deliverables

- Up to one hundred (100) project components (combination of projects and tasks) built in Envisio
- Project(s) linked to existing Envisio Plans, as appropriate

Implementation Timeline

Implementation phases are flexible and can be adjusted to suit your organization's readiness and needs. Each implementation phase is broken out into its own timeline below.

Plans Implementation Timeline

Our standard timeline to complete Plans Implementation is eight (8) weeks and typically follows the general timeline below. These timelines are subject to tasks and activities assigned to your team being completed on time.

| Timeline | W1 | W2 | W3 | W4 | W5 | W6 | W7 | W8 |
|---|----|----|----|----|----|----|----|----|
| Phase 1: Project Kickoff & Internal Scan | █ | █ | | | | | | |
| Task 1.1 - Host partnership kickoff meeting | | | | | | | | |
| Task 1.2 - Host an executive leadership meeting | | | | | | | | |
| Task 1.3 - Document and define a detailed implementation plan | | | | | | | | |
| Task 1.4 - Review the finalized plan your organization will input to Envisio | | | | | | | | |
| Task 1.5 - Provision your Envisio instance for initial access | | | | | | | | |
| Task 1.6 - Project Management | | | | | | | | |
| Phase 2: Plans Implementation | | █ | █ | █ | █ | █ | █ | █ |
| Task 2.1 - Host four (4) weekly, one-hour implementation consultation sessions | | | | | | | | |
| Task 2.2 - Collaborate with you to build one (1) draft Public Dashboard | | | | | | | | |
| Task 2.3 - Build five (5) best practice, standard reports and support customization | | | | | | | | |
| Task 2.4 - Host one (1) one-hour ad-hoc support session | | | | | | | | |
| Task 2.5 - Host two (2) one-hour training sessions | | | | | | | | |

Projects Implementation

Our standard timeline to complete Projects Implementation is six (6) weeks and typically follows the general timeline below. These timelines are subject to tasks and activities assigned to your team being completed on time

| Timeline | W1 | W2 | W3 | W4 | W5 | W6 |
|--|----|----|----|----|----|----|
| Phase 4: Projects Implementation | █ | █ | █ | █ | █ | █ |
| Task 4.1 - Host three (3) weekly, one-hour consultation/build sessions | | | | | | |
| Task 4.2 - Host one (1) ad-hoc support session | | | | | | |
| Task 4.3 - Host one (1) project manager training session | | | | | | |

Customer Support Resources

Envisio's Customer Success Team and Technical Support is available Monday to Friday, between 8 am and 5 pm EST. We use Google Meet to host video meetings and provide recordings for all consulting & training sessions.

Online Support – Envisio Help Center

Go to <https://envisio.zendesk.com/hc/en-us/requests/new> or click on “Need Help?” and then “Contact Support” in the lower right-hand corner of your Envisio environment to open a support ticket. Fill out your information and send it our way. Support tickets are addressed during regular business hours.

Live Agent Phone Support

We prefer help desk tickets to track your support request but you can also email support@envisio.com or call (888) 371-4800 and press 1 to access technical support during regular business hours.

Online Knowledge Base

Our online knowledge base (<https://envisio.zendesk.com/>) is available 24/7 and contains articles explaining Envisio features and step-by-step instructions on how to accomplish common tasks within the software.

Envisio Academy

Envisio Academy is our one-stop shop for learning how to use Envisio. Register for live online or OnDemand classes through our website (<https://academy.envisio.com/main>), and ask questions of our expert training team in a webinar-like environment. We offer classes across a variety of topics, both tactical how-to within the platform as well as best practice planning and performance-related content. We also cater to various user roles, from brand-new users to seasoned system admins. Most classes run for about an hour, and the schedule varies monthly.

Envisio Envisionary Community

Our Envisionary Community connects you with like-minded individuals to share experiences, accomplishments, and challenges in a safe and inclusive space. Join webinars co-hosted by our customers who give tactical advice. Be a co-host yourself. Leverage our library of Performance Measures from actual living plans across our community.



ENVISIO SOLUTIONS INC.

MASTER SERVICES AGREEMENT

PLEASE READ THIS MASTER SERVICE AGREEMENT (“**AGREEMENT**”) CAREFULLY. THIS AGREEMENT APPLIES TO ENVISIO SOLUTIONS INC. (“**ENVISIO**”) AND ANY CUSTOMER (THE “**CUSTOMER**”) WHO UTILIZES ENVISIO’S SAAS STRATEGY IMPLEMENTATION SOFTWARE SERVICES DESCRIBED HEREIN (THE “**SERVICE**”), WHETHER OR NOT THE CUSTOMER PAYS FOR THE SERVICE.

ACCEPTING THE TERMS

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX OR BY EXECUTING AN ORDER OR QUOTATION FORM THAT REFERENCES THIS AGREEMENT, THE CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF THE CUSTOMER IS ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE CUSTOMER REPRESENTS THAT IT HAS THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. IF THE CUSTOMER DOES NOT HAVE SUCH AUTHORITY, OR THE CUSTOMER DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, THE CUSTOMER MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

1 PURCHASED SERVICES

1.1 Provision of Purchased Services

Envisio shall provide to the Customer the Service that is ordered by the Customer (“**Purchased Services**”) on Envisio’s invoice or quotation form (each a “**Quote**”) during a Subscription Term (as defined below), attached hereto as Appendix A.

The Service is hosted on Envisio’s service provider platform, “Heroku” (owned by Salesforce.com). Heroku’s physical infrastructure is hosted and managed within Amazon’s secure data centers and utilizes the Amazon Web Service (“**AWS**”) technology. The Customer further acknowledges that the Customer Data (as defined below) resides on AWS’s servers either in the USA or Canada (available on request). The Customer may access the Service, but has no right to receive a copy of the object code or source code to the Service. The Customer must have high speed Internet connection, and compatible hardware and up to date ‘browser’ software to access the Service, none of which are Envisio’s responsibility.

1.2 Subscription License

Unless otherwise stated in the applicable Quote, the Purchased Services are purchased as a subscription license (the “**Subscription**”) and non-transferrable to a third party. Additional Users (as defined below) can be added to the Subscription during the Subscription Term at the same pricing as the underlying Subscription, prorated for the portion of that Subscription Term remaining, and any added Subscription will terminate on the same date as the underlying Subscriptions.

2 ENVISIO’S RESPONSIBILITIES

2.1 Provision of Service

Envisio will use commercially reasonable efforts to make the Service available to the Customer 24 hours per day, 7 days per week, except for planned downtime of which Envisio shall provide at least 24 hours notice via the Service and scheduled to the extent practicable during the weekend hours between 6 pm Friday and 3 am Monday Pacific Time. Any unavailability caused by circumstances beyond Envisio’s reasonable control including but not limited to: the malfunction of equipment, acts of God, act of government, flood, fire, earthquake, civil unrest, act of terror (collectively, “**Force Majeure**”), or the activities



of third parties not under Envisio's control (including Internet and other service providers) is not the responsibility of Envisio. Envisio will make reasonable efforts to reduce to a minimum and mitigate the effect of any Force Majeure.

2.2 Customer Data

The Customer must provide all data for use in the Purchased Services (the "Customer Data") and Envisio is not obliged to modify or add to it. The Customer Data belongs to the Customer and it is solely responsible for the content and accuracy. The Customer grants to Envisio all necessary licenses in and to such Customer Data solely for Envisio to provide the Service to the Customer.

Envisio will treat the Customer Data as confidential and will not disclose it to third parties unless as compelled by law or unless expressly permitted in writing by the Customer. Envisio will not access the Customer Data except as necessary to address service or technical issues, at the Customer's request.

As part of Envisio's standard Service offering, Envisio will make daily backup copies of the Customer Data and maintain such data for a period of seven weeks.

2.3 Software Uptime Agreement

Envisio endeavours to provide 99.9% uptime with respect to the Purchased Services in each calendar month during the Term, excluding:

- (a) any scheduled maintenance times;
- (b) factors outside Envisio's reasonable control; and
- (c) downtime related to the Customer's or third party's hardware, software or services.

If in any calendar month this uptime commitment is not met by Envisio and the Customer was materially impacted from a resulting disruption to the Purchased Services as determined in Envisio's sole discretion acting reasonably, Envisio shall provide, as the sole and exclusive remedy, a service credit equal to 25% of one month's fee for the use of the Service (the "Credit").

2.4 Service Level Agreement

There are several ways to get support for using Envisio, including online knowledge base, technical support, consulting support, and community support options.

The Customer Success Team technical and consulting support is available during its regular business hours on weekdays that are not legal Canadian holidays. Regular business hours are listed below for the time zone in which your organization is located:

- >> 9:00 am EST until 8:00 pm EST
- >> 8:00 am CST until 7:00 pm CST
- >> 7:00 am MST until 6:00 pm MST
- >> 6:00 am PST until 5:00 pm PST

The following targets will be used for response to support requests:

| Severity | Initial Response | Resolution | Updates |
|----------|------------------|---------------------|--------------------------|
| Critical | 1 hour | Work continuously | Every business day |
| High | 2 hours | As soon as possible | Every other business day |



| | | | |
|---------------|------------------------|---------------------|--------------------------|
| Medium | 4 hours | As soon as possible | Every other business day |
| Low | Following business day | Reasonable effort | Weekly |

Severity indicators are defined as follows:

- >> *Critical* - Envisio is down and no workaround is available.
- >> *High* - Use of Envisio is impaired but instances are up and running. No workaround is available.
- >> *Medium* - A function of Envisio has failed, but Envisio is still useable. Support is aware of the issue.
- >> *Low* - Envisio functionality is not impaired. This priority also includes feature, information, documentation, how-to, and enhancement requests.

Updates will continue until the issue is resolved or there is a workaround in place. We aim to resolve all issues expeditiously, but when an issue is difficult to solve and takes longer than one business day, we will provide updates on our progress according to the schedule listed above.

Canadian holidays observed in British Columbia include: New Year's Day (January 1), Family Day (third Monday in February), Good Friday (Friday before Easter), Easter Monday, Victoria Day (Monday before May 25), Canada Day (July 1), British Columbia Day (first Monday in August), Labour Day (first Monday in September), National Day for Truth and Reconciliation (September 30), Thanksgiving (second Monday in October), Remembrance Day (November 11), and Christmas Day (December 25). Envisio offices close for the entire week for the Christmas holiday.

2.5 Credit Request

In order to receive the Credit, the Customer must provide sufficient evidence to support the Credit and email info@envisio.com within 5 days of the end of the applicable calendar month. If the Customer is past due or in default with respect to any payments owed to Envisio under this Agreement, the Customer is not eligible to receive the Credit.

3 CUSTOMER'S USE OF THE SERVICE

3.1 Authorized Users

The Customer agrees to maintain authorized users based on the number of user accounts ("**Accounts**") purchased under the Subscription as stated in the Quote. Only the Customer or persons or entities that have access to an Account through a username and password for the Account (each a "**User**" and collectively, the "**Users**") may use the Account. If the number of Users exceeds the Accounts purchased, Envisio will notify the Customer's Administrator (as defined in Section 3.2 below) via email of the overage and the Customer will have 5 business days following delivery of such email to make any changes necessary to address the overage. Following that 5 business days period, if the overage remains Envisio will invoice the Customer for the additional Accounts required to address the overage at the same fee as the existing Accounts subscribed for under the Subscription, prorated for the duration of the Subscription Term remaining and the Customer will pay the invoice according to the terms outlined in Section 5.4 below.

3.2 Email and Notices

At the time of ordering the Service from Envisio, the Customer shall identify the administrator(s) responsible for the Accounts (each an "**Administrator**"). The Customer agrees to provide Envisio with the Administrator's contact information including e-mail address. By providing the Administrator's e-mail address, the Customer agrees to receive all required notices electronically to the Administrator's e-mail address.



The Administrator shall be responsible on behalf of the Customer for managing the Accounts, maintaining all User information, and the Purchased Services used by the Customer. It is the Customer's sole responsibility to notify Envisio if the Customer changes or intends to change its Administrator(s).

3.3 Users: Passwords, Access and Notifications

It is the Customer's responsibility to change and maintain its Users' records in Envisio to secure access to the Account. The Customer is also solely responsible for ensuring the confidentiality and secrecy of each User's login. The Customer agrees not to disclose its Users' login information to any third party and will prevent its employees and personnel from sharing User's login information amongst themselves. The Customer will be responsible for all electronic communications generated through the Service, including, but not limited to, Account registration and notices. The Customer is only entitled to access and use the Service and the Account for lawful purposes.

Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the Service and shall promptly notify Envisio of such unauthorized access or loss/theft of any of its Users' login information.

3.4 Restrictions

The Customer is responsible for all activities conducted under its User accounts and ensuring their Users' compliance with this Agreement.

The Customer shall not:

- (a) permit concurrent use of a single User account, or time-sharing of the Service;
- (b) post or transmit any Customer Data that contains viruses, worms, time bombs, Trojan horses or any other contaminating, corrupting or destructive features, or use the Service in an irresponsible manner that interferes with the proper working and normal operation of the Service, or detrimentally interferes with personal information or property of another;
- (c) copy, modify, create a derivative work of, reverse engineer, reverse assemble, disassemble, decompile or otherwise attempt to extract the source code or modify the Service in any manner or form; or
- (d) transfer, sell, lease, rent or assign, in any way, all or a portion of, the Account and/or the Service to any third party (other than Users in accordance with Section 3.1).

This Section shall survive any termination or expiration of this Agreement.

4 INTELLECTUAL PROPERTY

The Customer acknowledges that Envisio retains all right, title and interest in and to the Service and all software, materials, formats, interfaces, information, data, content and Envisio's proprietary information and technology used by Provider or provided to Customer in connection with the Service (the "Envisio Technology"), and that the Envisio Technology is protected by intellectual property rights owned by or licensed to Envisio. Other than as expressly set forth in this Agreement, no license or other rights in the Envisio Technology are granted to the Customer, and all such rights are hereby expressly reserved by Envisio.

The Customer must not, without Envisio's express written consent, use any of Envisio's trademarks, service marks, copyrighted materials, or other intellectual property.



The Customer acknowledges that any ideas, suggestions, concepts, processes or techniques that it provides to Envisio related to the Service or Envisio's business (the "Feedback") shall become Envisio's property without any compensation or other consideration payable to the Customer by Envisio, and the Customer does so of its own free will and volition. Envisio may or may not, in its sole discretion, use or incorporate the Feedback, in whatever form or derivative that Envisio may decide, into the Service, documentation, business or other products. The Customer hereby assigns all rights on a worldwide, exclusive basis in perpetuity to Envisio in any Feedback and, as applicable, waives any moral rights to the Feedback.

This Section shall survive any termination or expiration of this Agreement.

5 PURCHASED SERVICES AND PAYMENT

5.1 Term of Agreement

This Agreement is effective between the Customer and Envisio as of the date of the Customer's acceptance of this Agreement (the "**Contract Effective Date**") and continues until the Subscription Terms with respect to each Subscription subscribed for by the Customer hereunder has expired or been terminated.

5.2 Term of Subscriptions and Renewal

The term of each Subscription (the "**Subscription Term**") shall be as set out in the applicable Quote, attached hereto as Appendix A. Unless otherwise set out in the applicable Quote, each Subscription shall automatically renew for one year, unless either party gives the other notice of non-renewal at least 30 days before the end of the Subscription Term. The per-unit pricing during renewal will increase by 10% per annum, unless otherwise agreed to by the parties.

5.3 Service Fees

The Customer shall pay Envisio the fees specified on the Quote (the "**Fees**"). Fees are based on Purchased Services comprising of subscription fees and implementation fees and are non-refundable. Purchased Services cannot be decreased during the Subscription Term. This Section shall survive any termination or expiration of this Agreement.

5.4 Invoicing and Payment

Billing for the Purchased Services will be in advance on an annual (twelve months) basis. Unless otherwise stated in the Quote, invoiced charges are due net 30 days from the invoice date (the "**Due Date**"). The Customer is responsible for providing complete and accurate billing and contact information to Envisio and notifying Envisio of any changes to such information. Overdue invoices will incur a 2% per month interest charge. If the Customer fails to pay the invoice within the Due Date, Envisio may, at its sole discretion, declare the Account delinquent (a "**Delinquent Account**"). This Section shall survive any termination or expiration of this Agreement.

Notwithstanding any other provision of this Agreement, the parties acknowledge and agree that the funds to be paid by the Customer under the terms of this Agreement will be available only as appropriated on a fiscal year to fiscal year basis by properly constituted legal authority. In the event that the Customer determines that sufficient funds have not been appropriated to make the payments required under the terms of this Agreement, the obligations of the Customer under this agreement shall terminate. In such event, the Customer shall give prompt written notice of termination to Envisio.

5.5 Applicable Taxes

Envisio shall charge the Customer, and the Customer shall pay to Envisio, all applicable taxes, including any retroactive taxes on past Fees or charges (whether already paid or not) in cases where Envisio is under a legal obligation to collect such tax



from the Customer. The Customer shall be responsible for any and all other taxes that the Customer is under a legal obligation to pay. This Section shall survive any termination or expiration of this Agreement.

6 TERMINATION AND SUSPENSION

6.1 Envisio's Right to Suspend the Account

Envisio reserves the right to suspend the Customer's Account and access to and use of the Service under the following conditions:

- the Account becomes a Delinquent Account; or
- Envisio reasonably concludes that the Account is being used to engage in denial service attacks, spamming, or illegal activity, and/or use of the Account is causing immediate, material and/or ongoing harm to Envisio and others.

In the extraordinary event that Envisio suspends the Customer's access to the Service, Envisio will use commercially reasonable efforts to limit the suspension to the offending portion of the Service and resolve the issues causing the suspension of the Service.

6.2 Termination for Cause/Expiration

Either party (the "**Complaining Party**") may immediately terminate this Agreement and all Quotes issued hereunder in the event the other party (the "**Breaching Party**") commits a material breach of any provision of this Agreement which is not cured within thirty (30) days of written notice from the Complaining Party.

Such notice by the Complaining Party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the Breaching Party an opportunity to cure such alleged breach and shall be sent to the Breaching Party in accordance with the notice requirements set out in Section 10.8 below.

Upon termination or expiration of this Agreement, Customer shall have no rights to continue use of the Service. If this Agreement is terminated by Customer for any reason other than a termination expressly permitted by this Agreement, then Envisio shall be entitled to all of the Fees due under this Agreement for the entire Term. If this Agreement is terminated as a result of Envisio's breach of this Agreement, then Customer shall be entitled to a refund of the pro rata portion of any subscription fees paid by Customer to Envisio under this Agreement for the terminated portion of the Term.

6.3 Termination for Convenience

Customer may terminate this Agreement without cause by giving sixty (60) days advance written notice to Envisio of its election to terminate this Agreement pursuant to this provision. In the event of such termination, Customer agrees to pay a SaaS Recovery Amount equivalent to 50% of the Subscription Fees for the remainder of the Initial Term of the Agreement.

6.4 Handling of Customer Data Upon Termination

Effective upon cancellation of the Account, Envisio may deactivate the Account and be entitled to delete the Account and the Customer Data from the Service on the date the Subscription Term expires. The Customer further agrees that Envisio shall not be liable to the Customer nor to any third party for any termination of the Customer's access to the Service or deletion of the Customer Data, provided that Envisio is in compliance with the terms of this Section 6.3. It is the responsibility of the Customer to obtain a full data export, screen captures and download all necessary reports and any other Customer data, should the Customer wish to keep the data.



7 PRICE AND SERVICE CHANGES

7.1 Software Subscription Fees

Envisio reserves the right to amend the Fees and the nature of the Service offered to the Customer from time to time and in its sole discretion, provided however that Envisio shall not decrease the level of Service or increase the Subscription fees by more than 10% per annum per Subscription until the end of the Subscription Term in effect for the Customer. Envisio shall give the Customer notice of any such changes in the Fees and the Service 60 days in advance of the expiration of the relevant Subscription Term. If the change in Fees is not acceptable to the Customer, the Customer's sole and exclusive remedy shall be to cancel the applicable Subscription by providing Envisio with written notice of cancellation to info@envisio.com at least 30 days before to the expiration of the relevant Subscription Term. Continuing to use the applicable Service after the end of the Subscription Term constitutes the Customer's acceptance of all changes in Fees.

7.2 Professional Services Fees

Envisio shall provide the professional service as defined in the Scope of Work ("SOW"), Appendix B, in a professional manner, consistent with industry standards. Unless otherwise agreed upon by both parties, or as the result of a delay on the part of Envisio, the obligation to provide professional services to the Customer expires the earlier of:

- 1) completion of the services described in the SOW
- 2) 12 months from the effective date of the relevant Quote

Additional Professional Services required as a result of add-on feature purchases or as a result of implementation delays outside Envisio's control will be charged at our then current rate, currently set at \$225 per hour.

7.3 Travel Costs

Unless noted otherwise, this quotation does not include any travel, lodging, or on-site expenses. If such travel is required and subsequently authorized, Envisio's standard travel and per diem rates shall apply. Envisio must receive pre-approval from Customer prior to incurring travel costs. Air Travel, Rental Car (with associated fuel and parking costs), and Lodging costs shall be reimbursed at cost. Envisio is not responsible for unpredictable (including Commercial Airline Travel) delays which may increase travel cost.

8 WARRANTIES

8.1 Our Warranties

Envisio warrants that (a) the Service will achieve in all material respects the functionality described in the applicable technical documentation for the Service that is provided from time to time by Envisio to the Customer (the "Help Documentation"), and (b) Envisio will not materially decrease the functionality of the Service subscribed for under a Subscription during the applicable Subscription Term. The Customer's sole and exclusive remedy for Envisio's breach of this warranty shall be that Envisio be required to use commercially reasonable efforts to modify the Service to achieve in all material respects the functionality as described in the Help Documentation and, if Envisio is unable to restore such functionality, the Customer shall be entitled to terminate this Agreement and receive a pro-rata refund of the subscription fees paid under this Agreement for the Subscription for the terminated portion of the Subscription Term.

8.2 Disclaimer of Warranty



THE SERVICE AND ANY OTHER PRODUCTS AND SERVICES PROVIDED BY ENVISIO TO THE CUSTOMER ARE PROVIDED "AS IS", "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND EXCEPT AS EXPRESSLY SET OUT HEREIN. ENVISIO HEREBY DISCLAIMS ALL IMPLIED, COLLATERAL OR STATUTORY WARRANTIES, REPRESENTATIONS OR CONDITIONS, WHETHER WRITTEN OR ORAL, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, SECURITY, RELIABILITY, COMPLETENESS, ACCURACY, QUALITY, INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING, PROVIDER EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT ANY DATA OR INFORMATION PROVIDED TO CUSTOMER IN CONNECTION WITH CUSTOMER'S USE OF THE SERVICE (INCLUDING ALERTS AND RECOMMENDATIONS) IS ACCURATE, OR CAN OR SHOULD BE RELIED UPON BY CUSTOMER FOR ANY PURPOSE WHATSOEVER.

FOR THE PURPOSES OF THIS SECTION 8.2, "ENVISIO" INCLUDES ENVISIO'S DIVISIONS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, PARENT COMPANIES AND THEIR (INCLUDING ENVISIO'S) EXECUTIVES, DIRECTORS, OFFICERS, ATTORNEYS, MANAGERS, EMPLOYEES, CONSULTANTS, CONTRACTORS, AGENTS, AFFILIATES, RESELLERS, THIRD PARTY PROVIDERS, MERCHANTS, LICENSORS AND THE LIKE.

This Section shall survive any termination or expiration of this Agreement.

9 LIMITATION AND EXCLUSION OF LIABILITY

9.1 Limitation of Liability

- (a) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO OTHER PARTY FOR ANY (I) SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, (II) LOST SAVINGS, PROFIT, DATA, USE OR GOODWILL, OR (III) BUSINESS INTERRUPTION, EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT, REGARDLESS OF CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, FUNDAMENTAL BREACH, BREACH OF A FUNDAMENTAL TERM) OR OTHERWISE.
- (b) IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS IN CONNECTION WITH OR UNDER THIS AGREEMENT EXCEED TWO TIMES THE TOTAL AMOUNT OF FEES PAID BY THE CUSTOMER TO ENVISIO IN THE 12 MONTHS PRECEDING THE DATE THE CAUSE OF ACTION FIRST AROSE.
- (c) THE PROVISIONS OF SECTION 9.1(A) AND 9.1(B) SHALL NOT APPLY TO THE EXTENT THAT THE CAUSE OF ACTION GIVING RISE TO THE CLAIM ARISES FROM:
 - I. A BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT; OR
 - II. CLAIMS FOR FEES OWED TO ENVISIO UNDER THIS AGREEMENT AND ANY COST, EXPENSE OR FEES INCURRED IN THEIR COLLECTION.

THE CUSTOMER SHALL MAKE NO CLAIM, COMPLAINT, OR PROCEEDING AGAINST ENVISIO FOR ANY OR ALL PORTIONS OF THE SERVICES THAT MAY REQUIRE THE DOWNLOADING OF WEB SITE COOKIES FOR THE CUSTOMER TO ACCESS SUCH PORTIONS OF THE ACCOUNT.

FOR THE PURPOSES OF THIS SECTION 9.1, "PARTY" INCLUDES EACH PARTY'S DIVISIONS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, PARENT COMPANIES AND THEIR EXECUTIVES, DIRECTORS, OFFICERS, ATTORNEYS, MANAGERS, EMPLOYEES, CONSULTANTS, CONTRACTORS, AGENTS, AFFILIATES, RESELLERS, THIRD PARTY PROVIDERS, MERCHANTS, LICENSORS AND THE LIKE.

This Section shall survive any termination or expiration of this Agreement.



10 GENERAL

10.1 Interpretation of this Agreement

The term “including,” wherever used in any provision of this Agreement, means “including but without limiting the generality of any description preceding or succeeding such term.” Any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the construction or interpretation of this Agreement.

The division of this Agreement into sections/paragraphs, and the insertion of headings/captions, are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement or be deemed a part of this Agreement.

10.2 Inurement

The rights and liabilities of both the Customer and Envisio (collectively, the “Parties”) under this Agreement shall bind and inure to the benefit of the Parties’ respective successors, executors, and administrators, as the case may be.

10.3 Assignment

Neither party may assign this Agreement without written consent of the other, except that Envisio may assign without consent to a related entity or the successor of all or substantially all of the assignor’s business or assets to which this Agreement relates. This Agreement does not create any joint venture, partnership, agency, or employment relationship between the parties, although Envisio reserves the right to name Customer as a user of the Service.

10.4 Governing Law

This Agreement and any other agreement for the Services shall be governed by and construed in accordance with the laws of the State of Oklahoma, without regard to conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

10.5 Dispute Resolution

In the event of any dispute arising out of or relating to and/or in connection with this Agreement, the Parties’ project managers shall use every reasonable effort to resolve such dispute in good faith within 10 Business Days. If the project managers have failed to resolve the dispute within such time frame, then the dispute shall be escalated to the next escalation level. At each escalation level, the designated executives shall negotiate in good faith in an effort to resolve the dispute. For the purposes of this Agreement, a “**Business Day**” means a day other than a Saturday, Sunday, or statutory holiday in British Columbia.

| Escalation Level | Envisio Management Level | Customer Management Level | Period of Resolution Efforts |
|------------------|--------------------------|---------------------------|------------------------------|
| First Level | Project Manager | Project Manager | 10 Business Days |
| Second Level | VP, Customer Success | Assistant Manager | 10 Business Days |
| Third Level | CRO | Manager | 10 Business Days |



10.6 Severability

If any provision or portion of this Agreement is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

10.7 Independent Contractors

Nothing in this Agreement shall be construed as creating a partnership or relationship of employer and employee, principal and agent, partnership or joint venture between the parties. Each party will be deemed an independent contractor at all times and shall have no right or authority to assume or create any obligation on behalf of the other party, except as may be expressly provided herein.

The Customer must not, in any way, misrepresent the Customer's relationship with Envisio, attempt to pass itself off as Envisio, or claim that the Customer is Envisio.

10.8 Injunction

The Customer acknowledges and agrees that money damages are not an adequate remedy for any breach or threatened breach related to Envisio's rights or the Customer's use of the Service beyond the rights granted to Customer in this Agreement. The Customer therefore agrees that in addition to other remedies available hereunder, by law or otherwise, Envisio shall be entitled to an injunction against any such breach by the Customer.

10.9 Cooperative Statement

Other government organizations and educational or health care institutions may elect to participate in this Agreement (piggyback) at their discretion, provided Envisio also agrees to do so.

10.10 Notices

Notice to Customer

Any notice to the Customer from Envisio will be sent to the e-mail address of the Administrator, or provided in writing, registered postal service (postage prepaid), or by pre-paid commercial courier delivered to the Customer at the mailing address specified on their Account.

Notice to Company

Any and all notices to Envisio from the Customer must be given by in writing, e-mail, first class postal service (postage prepaid), or by pre-paid commercial courier delivered to Envisio at:

Envisio Solutions Inc.
300-15300 Croydon Drive
Surrey, BC V3Z 0Z5

Tel: 888-371-4800
email: info@envisio.com



10.11 Complete Agreement

This Agreement constitutes the complete understanding and agreement between the Customer and Envisio. Except when expressly agreed to the contrary in signed writing by an authorized representative of Envisio, this Agreement supersedes any other written (including digitized/computerized) agreement, oral agreement, and/or agreement by conduct. This Agreement or any other specific agreement for the Service between Envisio and the Customer shall each be exclusively between Envisio and the Customer only and shall not confer any rights in any third party.

This Section 10 shall survive any termination or expiration of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of each Party hereto as of the Effective Date.

For Envisio Solutions Inc.

For (Customer)

Print Name: _____
Title: _____
Date: _____

Print Name: _____
Title: _____
Date: _____

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approval of a professional service contract with Brown Engineers for the high service pump variable frequency drive replacement at the water treatment plant.

Attachments:

Proposal from Brown Engineers

II. STAFF COMMENTS AND ANALYSIS

One of the capital projects approved this fiscal year through the Water Plant Capital Reserve Fund is to replace the variable frequency drives for the high service pumps. The water plant has five high service pumps that move water from the treatment plant into the distribution system – each can pump up to 10 million gallons of water per day. Two of these high service pumps have variable frequency drives (VFD) for the motor control, which allow the pumps to be regulated to vary the flow based on demand. These existing VFD’s were installed in 2006 with the original plant construction and repair parts can no longer be secured for these models. Due to Brown Engineers’ work on previous projects at the water plant – they designed the arcflash, hardening and uninterrupted power supply system for the plant’s electrical system in 2015, staff requested a proposal to design/specify the replacement VFD’s. The proposal, which is attached, will provide the requested design services for \$24,000.

III. BUDGET IMPACT

Funding for the professional services will be through the Water Plant Capital Reserve Fund, which has \$400,000 budgeted for this project. The proposed design services (\$24,000) is within the available budget for the project.

IV. RECOMMENDED ACTION

Staff recommends approval of the professional service contract with Brown Engineers for the high service pump variable frequency drive replacement at the water treatment plant.



August 13, 2024

Mr. Terry Lauritsen, PE
Director of Water Utilities
401 South Johnstone Ave.
Bartlesville, OK 74003

Re: WTP High Service Pump VFD Replacement
Electrical Engineering Services

Dear Terry:

We are pleased to propose our services for the electrical design of the above referenced project. This letter will describe our proposed scope of services, performance schedule, and payment terms.

Scope of Services

The scope of our services will include electrical engineering design services to accomplish the following:

- Site trip for field investigation
- VFD replacement for (2) 400 HP 4160-volt high service pumps
- Shop Drawing Review (hourly as requested)
- Technical Specifications

Items excluded

Construction Administration

Items Furnished by Bartlesville

Project bidding services.

Engineering work will begin upon receipt of signed Proposal and be completed on a mutually agreeable schedule. For the engineering services listed above we propose to work for the fee below. Invoices will be prepared monthly based on percent complete. Invoices are due upon receipt.

| | Fee |
|---|-----------------|
| Electrical engineering design services | \$24,000 |
| Submittal Review (additional services) | Hourly |

Any additional services beyond the scope of work specifically listed herein would be performed as requested based on current hourly rates plus reimbursable expenses such as printing and parking, at a direct rate or as a negotiated lump sum agreement.

General Considerations

The standard of care for all professional engineering and related services performed or furnished under this Agreement will be the care and skill ordinarily used by members of the profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including but not limited to contractors, manufacturers, and suppliers.

Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier or any of contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

To the fullest extent permitted by law, Owner and Engineer (1) waive against each other any and all claims for consequential damages arising out of or resulting from the Project, and (2) agree that the scope of the Engineer's total liability under this Agreement shall be limited to the scope of Professional Design Services provided.

Please indicate your acceptance of this proposal by signing below. Your acceptance of this proposal indicates authority to proceed with the work.

If you have any questions, please give us a call.

Sincerely,

BROWN ENGINEERS, LLC



Bruce Brown, P.E.
Principal

Accepted for City of Bartlesville:

Name

Date

Exhibit A - Hourly Rates

EXHIBIT 'A'
EMPLOYEE CLASSIFICATIONS AND HOURLY RATES
January 2024 through December 2024
BROWN ENGINEERS, LLC

| CLASSIFICATION | HOURLY RATE |
|--|-------------|
| Senior Project Manager / Principal..... | \$253.00 |
| Project Manager..... | \$248.00 |
| Sr. Project Engineer..... | \$217.00 |
| Project Engineer | \$204.00 |
| Sr. Design Engineer..... | \$175.00 |
| Design Engineer | \$144.00 |
| Senior Designer | \$175.00 |
| Designer..... | \$144.00 |
| Technician I..... | \$117.00 |
| Sr. Technician II..... | \$138.00 |
| Clerical / Administration | \$104.00 |
| Automation Engineering & System Integration Services | |
| System Integrator*..... | \$145.00 |
| Sr. System Integrator*..... | \$175.00 |
| Certified Automation Professional* | \$198.00 |

*Ignition Certified

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Agreement between the City of Bartlesville and Family YMCA of Bartlesville, setting out the roles and responsibilities for implementing the 2021 CDBG-Coronavirus Relief Program Grant modification for rehabilitation of facilities to improve indoor air quality.

Attachment: Agreement

II. STAFF COMMENTS AND ANALYSIS

In April 2021, the City was awarded the 2021 Community Development Block Grant – Coronavirus Relief Program Grant. The Grant provides funding for activities that address the health and economic challenges that were brought on by the COVID-19 pandemic. The grant was originally for rent and utility bill assistance and mental health assistance to low to moderate income residents affected by the pandemic.

The U.S. Department of Housing and Urban Development and Oklahoma Department of Commerce later broadened the scope of the grant program to include rehabilitation of commercial or public facilities, to improve indoor air quality and ventilation to prevent the spread of Coronavirus and other airborne illness or disease. The City's grant was modified to provide funds for this purpose.

The local non-profit, YMCA, plans to utilize grant funds to improve air quality at its facility at 101 N. Osage Avenue, through installation and replacement of their HVAC system and windows. The grant has strict rules on eligibility for assistance and the documentation that must be collected. To assure that the City and YMCA both understand their roles and responsibilities in implementing the grant, staff has prepared an Agreement. The Agreement sets forth the procedures that will be followed by both parties to assure that the process will flow smoothly. It has been reviewed and approved by the YMCA Staff and Board.

III. RECOMMENDED ACTION

City staff recommends approval of the attached Agreement.

**Agreement
between
The City of Bartlesville, Oklahoma
and
Family YMCA of Bartlesville**

THIS AGREEMENT is entered into by and between the City of Bartlesville, Oklahoma (hereinafter referred to as “CITY”) and Family YMCA of Bartlesville (hereinafter referred to as “YMCA”) collectively referred to as the “Parties”.

RECITALS

WHEREAS, CITY has been awarded a grant in the amount of \$936,189.33 from the FY 2021 Community Development Block Grant – Coronavirus Relief (hereinafter referred to as “CDBG-CV”) Program (Contract #18111 CDBG CR 20); and

WHEREAS, the CDBG-CV grant project funding period is from April 1, 2021 through December 31, 2024; and

WHEREAS, part of the CDBG-CV grant is to be used for rehabilitation of public facilities and the improvement of air quality in response to the COVID-19 pandemic; and

WHEREAS, YMCA plans to use grant funds to replace and install heating, ventilation and air conditioning units and systems and windows at its facility located at 101 N. Osage Avenue, Bartlesville, Oklahoma; and

WHEREAS, CITY and YMCA want to formalize their relationship by agreeing upon mutual expectations;

NOW THEREFORE, in consideration of the mutual covenants, promises and commitments herein, the Parties agree as follows:

1. CITY RESPONSIBILITIES

- a. CITY, as Grant Subrecipient, shall assist YMCA in obtaining disbursement of the CDBG-CV funds from the Oklahoma Department of Commerce (ODOC), and inform YMCA of applicable laws, regulations, policies, and procedures of the CDBG-CV grant program, described in the *CDBG-CV Coronavirus Program Policies and Procedures Manual, Updated February 2023*, and the *Community Development Block Grant Project Management Guide Policies and Procedures, Updated November 2023*, and any applicable updates.

2. YMCA RESPONSIBILITIES

- a. YMCA shall use grant funds only for the purposes authorized under the CDBG-CV grant program and as set forth in the grant award.
- b. YMCA shall keep records and provide CITY with any documentation and information needed for a request to ODOC for payment or reimbursement of CDBG-CV funds, or for a possible audit, or for other purposes required under the CDBG-CV program.
- c. Within 14 days of the end of the grant project funding period, YMCA shall repay CITY any CITY or CDBG-CV funds that have not been expended, if any.
- d. YMCA shall comply with the regulations, policies, and procedures of the CDBG-CV grant program and will be financially responsible for any necessary repayment to the CITY, ODOC, or

the U.S. Department of Housing and Urban Development (HUD) resulting from YMCA's non-compliance.

- 3. This agreement terminates at the end of the required maintenance of records time period required by ODOC, under its CDBG-CV Coronavirus Program Policies and Procedures Manual, Updated February 2023, currently stated as three (3) years after ODOC closes the CDBG-CV program with HUD, said time period subject to ODOC revision of its policies and procedures or change in applicable law or regulation.

SIGNATURES

IN WITNESS WHEREOF, the City of Bartlesville and the authorized representative of Family YMCA of Bartlesville have executed this Agreement on this ____ day of _____, 2024, the effective date of this Agreement.

FAMILY YMCA OF BARTLESVILLE

CITY OF BARTLESVILLE

By _____
(Signature)

By _____

(Printed Name)

Dale Copeland, Mayor

(Title)

SUBSCRIBED AND SWORN to before me this

ATTEST:

_____ day of _____,
2024.

NOTARY PUBLIC

City Clerk

(City Seal)

My Commission Expires: _____

Commission Number: _____

(SEAL/STAMP)

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approval of a design contract with Kimley-Horn & Associates, Inc. for engineering design for rehabilitation of four different concrete streets included in the 2023 issuance of the 2020 General Obligation Bond.

Attachments:

Kimley-Horn contract with scope of work and fees

II. STAFF COMMENTS AND ANALYSIS

The 2023 issuance of the 2020 General Obligation Bond (GO Bond) included concrete street rehabilitation projects on four different streets. The streets included are Highland from Sunset to Aledo, Wilshire and Waverly from Frank Phillips to State, and Oakdale from Brookside Parkway to Woodland. Staff has chosen to design, bid and construct these projects as one larger concrete street rehabilitation package. All projects were identified as priority projects except for Highland which is a discretionary project. Each project consists of replacing 80% to 90% of the concrete panels within the project limits. Minor amounts of curb and gutter will be replaced as needed.

Staff has negotiated a contract with Kimley-Horn & Associates, Inc. (Kimley-Horn) for engineering design services on this project. The scope of work includes production of construction documents and bidding services. While we have not worked with Kimley-Horn on a street rehabilitation project, the City contracted with them for design services on the Frontier and Sooner Pool renovation projects.

III. BUDGET IMPACT

The approved budgets for the projects are as follows:

| | |
|--|-----------|
| Highland (Sunset to Aledo) | \$575,000 |
| Wilshire/Waverly (Frank Phillips to State) | \$550,000 |
| Oakdale (Brookside Parkway to Woodland) | \$275,000 |

The total budget for the project is \$1,400,000. Design services were factored into the budgets to use if necessary. Historically, this type of design work has been completed with Engineering Department staff, but with the current workload and staffing, the intent is to expedite projects by contracting out design. Kimley-Horn's proposal of \$30,500.00 is just over 2.1% of the total budget for the project which is excellent. The relatively low fee can be attributed to a fairly simple design package needed for a rehabilitation project like this as opposed to some projects

that require more detailed design. The only impact to the budget will be utilizing funding set aside specifically for these projects as part of the 2023 issuance of the 2020 G.O. Bond.

IV. RECOMMENDED ACTION

Staff recommends awarding the design contract for the 2023 GO Bond Concrete Street Rehabilitation projects to Kimley-Horn & Associates, Inc. in the amount of \$30,500.00.



August 28, 2024

Micah Siemers, P.E., CFM
Director of Engineering
City of Bartlesville
401 S Johnstone Ave
Bartlesville, OK 74003

Re: Letter Agreement for Professional Services for
Residential Streets Concrete Panel Replacement (Proj. No. 2024057)
Bartlesville, Oklahoma

Dear Mr. Micah Siemers:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") submits this Letter Agreement ("Agreement") to the City of Bartlesville ("Client" or "OWNER") for providing construction documents for repairs to various residential streets within the City of Bartlesville ("Project").

Project Understanding

The CONSULTANT understands that the OWNER has retained the Consultant in order to prepare Construction Documents for repairs to various residential streets within the City of Bartlesville. Work shall consist of the following: preparation of AutoCAD base map/drawing from aerial imagery (NearMap) and GIS data provided by the OWNER; identification of potential improvements (i.e. concrete pavement panels, curb, curb and gutter, sidewalk, curb ramps, inlets, and adjusting manholes and valves boxes to grade) for replacement and/or rehabilitation; and preparation of construction documents.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

The project consists of repairs to the following residential streets: Highland Drive – Brentwood Road to Aledo Drive, Wilshire Ave – Frank Phillips Blvd to State Street, Waverly Ave – Frank Phillips Blvd to State Street and Oakdale Drive – Brookside Parkway to Woodland Road referencing current City of Bartlesville specifications, ODOT specifications and MUTCD requirements.

The CONSULTANT shall provide a base map drawing, in AutoCAD (version 2020 or newer), consisting of the following:

- Prepare an AutoCAD base map/drawing from aerial imagery (using NearMap) for use in plan preparation.
- Utilize GIS data provided by the OWNER to show edge of pavement lines, right-of-way and lot lines, and street addresses.
- Show sidewalk and ramps from aerial imagery and review/verify edge of pavement linework and concrete panel joints provided by the OWNER by comparing it with NearMap aerial

imagery.

The CONSULTANT shall provide construction documents, consisting of the following:

- Identification and quantification of elements (concrete pavement panels, curb, curb and gutter, sidewalk, curb ramps, inlets, and adjusting manholes and valves boxes to grade) requiring replacement and/or rehabilitation. Sidewalk replacement shall be determined by visual inspection. Curb ramps shall be added in locations where sidewalks exist.
- Preparation of construction plans and development of an opinion of probable construction cost for bidding purposes along with an Excel spreadsheet for the OWNER to utilize in preparation of the Bidding Documents. One construction plan set shall be prepared.

ADMINISTRATIVE/MANAGERIAL DUTIES: CONSULTANT shall be responsible to perform the following tasks throughout the course of the PROJECT:

- Document meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days, as requested, for up to three (3) meetings. This project includes up to one (1) plan review meeting to be conducted.
- Meet with the OWNER in a Pre-Design Conference in order to determine design criteria, requirements and codes and other critical design features of the Project such as project schedule and milestone dates.
- Meet with the OWNER to discuss review comments for the Preliminary phase of the project and incorporate appropriate comments into the following phase.

CONSTRUCTION DOCUMENTS PHASE (TASK 1): Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks:

- PRELIMINARY PLANS:
 - Incorporate GIS data provided by the OWNER into AutoCAD base map. Review edge of pavement lines and concrete panel joints by comparing it with NearMap aerial imagery.
 - Incorporate miscellaneous details (used in previous City of Bartlesville concrete panel replacement projects) provided by the OWNER into the plan sets.
 - Perform virtual office investigation followed by a field investigation to verify, identify, delineate and quantify elements (i.e. concrete pavement panels, curb, curb and gutter, sidewalk, curb ramps, inlets, and adjusting manholes and valves boxes to grade) perceived by the CONSULTANT to require replacement and/or rehabilitation.
 - Prepare preliminary drawings for both proposed construction plan sets.
 - Title Sheet
 - Typical Section(s)

- Pay Items and Notes Sheet
- Sheet Key Map
- Stormwater Pollution Prevention Plan Detail
- Paving Repair Plan Sheets (delineating and quantifying proposed elements for replacement and/or rehabilitation)
- Miscellaneous Details

- Submit a half-size (11" x 17") PDF of both sets of preliminary plans for review by the OWNER.

- Submit an opinion of probable construction cost in PDF format for both sets of plans.

- Attend one (1) review meeting responding to one (1) round of joint comments.

- FINAL PLANS:
 - Incorporate preliminary plan review comments and finalize the construction documents for the final design phase of the project.

 - Prepare bid document quantities, in Excel format, in units compatible with OWNER requirements.

 - For both plan sets, submit one (1) signed/sealed unbound set of half-size (11" x 17") drawings on bond paper, a PDF copy of the plans, and one (1) set of final drawings on electronic media (AutoCAD 2020 or newer), one (1) set of special construction specifications, if needed, in PDF format, and the final opinion of probable construction cost in PDF format.

BIDDING PHASE ASSISTANCE (TASK 2): Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks:

- Assist OWNER in answering technical questions, preparing addenda and addenda plan sheets, as required. This task assumes up to 12 hours, additional hours will be billed as an additional service.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at Kimley-Horn's then-current hourly rates. Additional services Kimley-Horn can provide include, but are not limited to, the following:

CONSTRUCTION ASSISTANCE PHASE: This phase is considered an additional service not included in the Scope of Services and will be negotiated with the CONSULTANT upon the request of the OWNER.

Information Provided By Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- GIS data to show edge of pavement lines, right-of-way and lot lines, and street addresses.

Schedule

Kimley-Horn will perform the services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1-2 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

| Task Number & Name | | Fee | Type |
|--------------------|---------------------------------|-------------|----------|
| 1 | Construction Documents Phase | \$25,500.00 | Lump Sum |
| 2 | Assistance During Bidding Phase | \$5,000.00 | Lump Sum |
| Total | | \$30,500.00 | |

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to The City of Bartlesville.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on this project.

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Printed Name: Rusty Akerman P.E.

Printed Name: Luke Schmidt, P.E., PTOE

Title: Project Manager

Title: Contract Specialist

CITY OF BARTLESVILLE

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Client's Federal Tax ID: _____

Client's Business License No.: _____

Client's Street Address: 401 S Johnstone Ave, Bartlesville, OK 74003

Attachment – Request for Information

Attachment – Standard Provisions

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

| | | | | | |
|-------------------------------|-------|--------------------------|-----------------|--------------------------|--------------------|
| Full, Legal Name of Client | | | | | |
| Mailing Address for Invoices | | | | | |
| Contact for Billing Inquiries | | | | | |
| Contact's Phone and e-mail | | | | | |
| Client is (check one) | Owner | <input type="checkbox"/> | Agent for Owner | <input type="checkbox"/> | Unrelated to Owner |

Property Identification

| | Parcel 1 | Parcel 2 | Parcel 3 | Parcel 4 |
|-------------------------------------|----------|----------|----------|----------|
| Street Address | | | | |
| County in which Property is Located | | | | |
| Tax Assessor's Number(s) | | | | |

Property Owner Identification

| | Owner 1 | Owner 2 | Owner 3 | Owner 4 |
|--------------------------|---------|---------|---------|---------|
| Owner(s) Name | | | | |
| Owner(s) Mailing Address | | | | |
| Owner's Phone No. | | | | |
| Owner of Which Parcel #? | | | | |

Project Funding Identification – List Funding Sources for the Project

| |
|--|
| |
| |
| |
| |
| |

Attach additional sheets if there are more than 4 parcels or more than 4 owners

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. The Client will remit all payments electronically to:

Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
Account Number: 2073089159554
ABA#: 121000248
 - c. The Client will send the project number, invoice number and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.
 - d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings.

Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.

- g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.
- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims,

losses, costs, attorneys' fees, or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.

- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
 - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance

of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.

- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to approve purchase of shade structures for the Tower Center at Unity Square.

Attachments:

- Proposal from Val Callaghan and Jay Webster
- USA Shade quote
- Adventure Playground Systems quote

II. STAFF COMMENTS AND ANALYSIS

Last summer, Val Callaghan, Managing Director of The Center, reached out to the City of Bartlesville Community Development department and Engineering Department to provide some direction on how to move forward with hiring a vendor to supply and install shade structures at The Tower Center at Unity Square (TCUS). Since the large oak tree that used to be in the main green space had died and was removed, the TCUS was in need of some shade. Val has worked with Ambler Architects to come up with some options that are aesthetically pleasing. The products have been vetted through the appropriate boards and committees and they have secured private funding to cover the cost of the equipment and installation. Val has provided a proposal for this project that addresses the need, how they have secured pricing, and also a breakdown of the funding. Val's proposal is included with this cover letter.

III. BUDGET IMPACT

Private funds have been secured for this project. There is no budget impact to any City trust authority. There will be future maintenance required to replace canopies as they age, though it is assumed that private funding would be secured to cover these costs in the future. No yearly maintenance would be required.

IV. RECOMMENDED ACTION

Staff recommends approving purchase and installation of shade structures at Tower Center at Unity Square according to the proposal provided by Val Callaghan.



Sunshade Proposal
Submitted to:
Bartlesville City Council
Tuesday, September 3, 2024 at 5:30pm

Since the removal of the large, diseased, oak tree there has been a need for shade in the middle of Tower Center at Unity Square. The BCC TA and BCC TA TC@US management committee gave approval for The Center staff to source suitable shade structures and secure private funding for the materials and labor to install the sunshade and purchase heavy duty picnic tables to replace dilapidated ones.

Total Donations to purchase and install sunshades and picnic tables: \$100,030.44

Arvest Foundation - \$5,000

ConocoPhillips - \$25,000

Leadership Bartlesville Class XXXII - \$20,231.89

Phillips 66 - \$24,798.55

Jeanlee + Charles Parsons Foundation - \$25,000

Picnic Tables purchased in 2023: \$5,186.13

Remaining project budget: \$95,231.89

Bids were requested of USA Shade; Adventure Playground System; and WillyGoat Playgrounds. Estimates were received from USA Shade for \$78,291.51 and Adventure Playground System for \$34,047.74, to create a fundraising goal. Proposals attached.

Following discussion with City of Bartlesville engineer and Ambler Architects, the management committee recommends selecting USA Shade's estimate of \$78,291.51 as aesthetically it compliments the urban park design, and is better rated for high winds in the proposed area.

Larry Curtis has presented the bid and drawings to the Bartlesville Parks Board and gained their approval.

Thank you for your consideration,

Sincerely,

Jay Webster, BCC TA TC@US Chairman

Val Callaghan, BCC Managing Director



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PROPOSAL

| | | | | | |
|-------------------------------------|-------------------------------------|--------------------------------------|---------------|--------------------------------|---------------------------|
| | | | | Today's Date: 8/27/2024 | |
| Project Information: | | | | Sales Information: | |
| Purchaser: | The Center | Contact: | Val Callaghan | Sales Rep: | Arce, Selina |
| Project Name: | Unity Square - City of Bartlesville | Phone: | | Phone: | 214-306-7103 |
| Quote No: | OK0324SA12179-R0 | Email: | | Email: | Selina.Arce@USA-Shade.com |
| Billing Address Information: | | Shipping Address Information: | | Jobsite Information: | |
| Name: | The Center | Name: | | Name: | |
| Address: | | Address: | | Address: | |
| City: | | City: | | City: | |
| State: | | State: | | State: | OK |
| Zip Code: | | Zip Code: | | Zip Code: | |
| Contact: | Val Callaghan | Contact: | | Contact: | |
| Email: | vcallaghan@bartlesvillecenter.com | Email: | | Email: | |
| Phone: | | Phone: | | Phone: | |

CORPORATE ADDRESS:

2580 Esters Blvd., Suite 100 DFW
Airport, TX 75261

MAILING ADDRESS:

P.O. Box 3467 Coppell, TX 75019

REMITTANCE ADDRESS:

P.O. Box 734158 Dallas, TX 75373-4158

SOUTHERN CALIFORNIA:

1085 N. Main Street, Suite C
Orange, CA 92867

NORTHERN CALIFORNIA:

927 Enterprise Way, Suite A
Napa, CA 94558

ARIZONA:

2415 S. 18th Place
Phoenix, AZ 85024

LAS VEGAS:

3111 So. Valley View Blvd. Suite B-117
Las Vegas, NV 89102

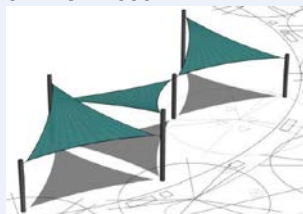
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www.usa-shade.com 800-966-5005

AZ: 289388 CA: 989458 LA: 61718 NV: 78724 NV:78724 NM: 383826 TN: 68712 DIR: 100003533



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| PRODUCTS | | | | | | |
|---|---|--|--|-----------------------|------------|----------|
| QTY | ITEM | DETAILS | | | UNIT PRICE | TOTAL |
| 1 | Joined 3-point sail (each 30'x30'x30') with 10'/15' Entry Heights - CON-MAY-077-23 – 1000  | Fabric Type | Fabric Color | Electrical Provisions | INCLUDED | INCLUDED |
| | | Shadesure | | Excluded | | |
| | | Steel Finish | Steel Color | Cable/HDW Finish | | |
| | | Powder Coated | | Galvanized | | |
| | | Footing Type | Mounting Type | Anchor Bolts | | |
| | | Drilled Pier | Recessed Base Plate | Included | | |
| UNIT TOTAL: | | | | | | INCLUDED |
| PRICING TOTALS: | | | PAYMENT TERMS | | | |
| Unit Total | INCLUDED | <i>Payment terms subject to credit evaluation and approval</i> | | | | |
| Shipping/Handling *Subject to market fluctuation | INCLUDED | ENGINEERING REQUIREMENTS | | | | |
| SUBTOTAL | INCLUDED | Building Code | Wind Loads | Snow Loads | | |
| Sales Tax | INCLUDED | IBC 2018 | 115 | 5 | | |
| Engineering | INCLUDED | NOTES | | | | |
| Installation | INCLUDED | 50% Deposit Required | | | | |
| TOTAL PRICE | \$78,291.51 | | | | | |
| INCLUSIONS / EXCLUSIONS | | | | | | |
| INCLUDED / EXCLUDED | ENGINEERING REQUIREMENTS | INCLUDED / EXCLUDED | INSTALLATION - MISCELLANEOUS | | | |
| Included | Sealed Drawings & Calculations | Excluded | Prevailing Wage / Certified Payroll | | | |
| Excluded | Permit Submittal | Excluded | Union Wages | | | |
| Excluded | Permit Fee | Excluded | Fencing | | | |
| Excluded | DSA Submittal & Fees | Excluded | Water and Electrical | | | |
| Included | Design and Engineering of Structure | Excluded | Landscape Repair | | | |
| Included | Design and Engineering of Foundation | Excluded | Demolition (Existing Structures) | | | |
| Excluded | Reactions and Loads for attachment to Walls, Rooftops, or Other | Excluded | Payment and Performance Bonds | | | |
| Excluded | Foundation Location and Elevation Survey | Excluded | Special Inspection Fees | | | |



Construction Assumptions

- 1) The designated area for our structures will be accessible by drive-up for unloading of our trucks and equipment, including personnel man-lifts, forklifts, etc. Should a crane be required and direct access not available, additional costs for such will be submitted by a Change Order.
- 2) Our pricing is based on the ability to perform all of our work with clear, sequential, and continuous access without interruption during normal daytime working hours. We have assumed one mobilization for the installation of foundations, steel and fabric; if additional mobilizations are required, there will be an additional charge. We will require exclusive access to the area for our work during the construction process.
- 3) Our pricing does not include daily site delays accessing the work areas. USA SHADE will submit a Change Order for any delays caused by other trades which interfere or cause us to stop working.
- 4) We will require site sanitary facilities and refuse containers by others within 200 feet of our work.
- 5) USA SHADE will leave its work and materials in a clean condition at the conclusion of our work.
- 6) Barricades and public security requirements are not included.
- 7) Unless specifically included in this proposal, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; or (d) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.
- 8) Pricing for foundation design is based on drilled pier footings. In the event the geotechnical report requires an alternate configuration, any additional costs incurred will be submitted to the client by a Change Order.
- 9) Digging of our foundations will not be constrained by any existing concrete or utilities. USA SHADE will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- 10) Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair, resulting in delay, will result in additional charges unless they are detailed on as-built site drawings provided to USA SHADE or marked on the ground and communicated to USA SHADE in writing prior to installation.



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GENERAL TERMS & CONDITIONS AND WARRANTY

- 1) **Proposal:** The above proposal is valid for **15 days** from the date first set forth above. After 15 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel, or other cost increases. When applicable, USA SHADE & Fabric Structures reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, steel, and concrete. Due to the duration of time between proposals, contracts, and final installation, USA SHADE & Fabric Structures reserves the right to implement this surcharge, when applicable.
- 2) **Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by USA SHADE & Fabric Structures (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase Shade Structures brand shade structures ("Structures") and the services to be provided by the Company, as detailed in the "Structure Pricing" and "General Scope of Work" sections of this agreement, above, or in the relevant purchase order accepted by the Company, for use by Purchaser or for installation by Company or Purchaser on behalf of a third-party who will be the ultimate owner of the Structures (the ultimate owner of a Structure, whether Purchaser or a third-party, being the "Owner").
- 3) **Short Ship Claims:** Purchaser has 15 days from receipt of the structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.
- 4) **Short Ship Claims:** Purchaser has 15 days from receipt of the structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.
- 5) **Bonding Guidelines:** If Purchaser will use or provide the Structures and Services for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser's contract with Owner:

"The manufacturer's warranty for the Shade Structures brand shade structures is a separate document between USA SHADE & Fabric Structures and the ultimate owner of the Shade Structures brand shade structures, which will be provided to the ultimate owner at the time of completion of the installation and other services to be provided by USA SHADE & Fabric Structures. Due to surety requirements, any performance and/or payment bond will cover only the first year of the USA SHADE & Fabric Structures warranty."
- 6) **Insurance Requirements:** Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.
- 7) **Payment:** Terms of payment are defined in the "Pricing Details" section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the Structure is suitable for its intended use, the issue of occupancy consent, or a final building department approval is issued, whichever occurs first. Progress billing and payment will be required. All payments must be made to Shade Structures, Inc., P.O. Box 734158, Dallas, TX 75373-4158. Company may use all remedies available to it under current laws including, but not limited



to, filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

- 8) **Lien Releases:** Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.
- 9) **Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings, and Surveying:** Site plan approval, permits, permit fees, plans, engineering drawings, and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in an additional cost to Purchaser.
- 10) **Manufacturing & Delivery:** Manufacturing lead-time from Company's receipt of the "Notice To Proceed" is approximately 6 to 8 weeks for standard structures, and 8 to 12 weeks for custom structures. Delivery is approximately 1 week thereafter. Delivery of structures may be prior to or at start of assembly. Please note that these timelines do not include approval or permitting timeframes.
- 11) **Return Policy for USA Shade:** At USA Shade, we strive to provide high-quality shade structures that are built to order and tailored to meet the unique needs of our customers. Due to the nature of our business and the customization involved, we have implemented the following return policy:
 1. **No Cancellations or Changes:** Once an order has been released for production, we cannot accept any cancellations or changes to the order. It is crucial for customers to review their order details carefully before finalizing the purchase.
 2. **No Returns:** Due to the customized nature of our shade structures, we do not accept returns. Once the order has been delivered and installed, it is considered a final sale. We encourage customers to thoroughly assess their requirements and specifications before ordering.
 3. **Product Quality Assurance:** We take pride in delivering high-quality shade structures that meet industry standards. Our products undergo rigorous quality control measures to ensure they meet or exceed customer expectations. In the unlikely event that there is a manufacturing defect or an issue with the product, please get in touch with our customer service department immediately for assistance.
 4. **Warranty Coverage:** Our shade structures are backed by a warranty against manufacturing defects or material faults. If you encounter any issues the warranty covers, please take a look at our warranty policy for more instructions on how to proceed.
 5. **Customer Support:** We are committed to providing excellent customer service throughout your purchasing journey. If you have any questions or concerns or need help with your order, our dedicated customer support team is here to help. Don't hesitate to contact us via phone, email, or our website's contact form, and we will gladly assist you.



It is essential for customers to understand and acknowledge these terms and conditions before placing an order with USA Shade. Customers agree to abide by this return policy by proceeding with a purchase.

- 12) **Concealed Conditions:** "Concealed conditions" include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. This agreement is based solely on observations the Company was able to make either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was bid. If additional Concealed Conditions are discovered once work has commenced, which were not visible at the time this proposal was bid, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a Change Order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks larger than 4 inches in diameter, or any other condition that will require additional labor, equipment and/or materials not specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a Change Order before Company will complete the process. Price quotes are based on a drilled pier footing. Any variation will incur additional charges (i.e. spread footings, concrete mat, sand, water, landfill, etc.). Costs for footing and installation do not include any allowance for extending below frost lines (the additional costs for which vary by geographical region)
- 13) **Changes in the Work:** During the course of this project, Purchaser may order changes in the work (both additions and deletions). Additionally, an approving agency may require changes in the work from the original design or engineering quoted and provided by the Company (both additions and deletions.) The cost of these changes will be determined by the Company, and a Change Order form must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any Change Order be essential to the completion of the project, and the Purchaser refuses to authorize such Change Order, then Company will be deemed to have performed its part of the project, and the project and services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.
- 14) **Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless the Company and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees related to the installation of the Structure or performance of the services, provided that such claim, damage, loss, or expense is attributable to bodily injury to, sickness, disease, or death of a person, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 15.
- 15) **Statement of Limited Warranty:**



- The structural integrity of all supplied steel is warranted for ten years.
- If assembly is provided by the Company, workmanship of the structure is covered for one year, including labor for the removal of any failed part, disassembly (if necessary), cost of shipping, and reassembly.
- All steel surface finishes are warranted for one year.
- Shadesure™, Colourshade® FR, eXtreme 32™, Commercial 95™, SaFRshade™, and Monotec 370™ fabrics all carry a ten year limited manufacturer's warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, the Company will manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at 20% per year over the remaining four years. The following are exceptions to the preceding warranty terms:
 - Shadesure™ fabrics in Red, Yellow, Atomic Orange, Electric Purple, Zesty Lime, Cinnamon, Olive, and Mulberry carry a five year pro-rated
 - Fabric tops attached to Coolbrella™ structures carry a three year warranty;
 - Individual fabric tops measuring greater than 40' in length are covered by a non-prorated five year warranty;
 - Preconstraint 502™ waterproof membrane is subject to an eight year pro-rated warranty.
- Sewing thread is warranted for ten years.
- These limited warranties are effective from the date of sale, or, if assembly is provided by the Company, upon receipt by Company from Purchaser of a completed and signed "Customer Checklist and Sign-off" form.
- In its sole discretion, the Company will repair and or/replace defective structures, products or workmanship, or refund that portion of the price related to the defective product, labor, or service rendered.
- The Company reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser or Owner a choice of available alternative colors to replace the warranted fabric. The Company does not guarantee that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued fabric color.
- Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the Company at warranty@usa-shade.com for more details.
- All warranty claims covering Company supplied structures, products, and services must be submitted by Purchaser or Owner in writing to the Company within thirty days from the date of discovery of the alleged defect and must include a detailed description and applicable photographs of the alleged defect or problem. Warranty claims should be submitted by email to warranty@usa-shade.com.



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- Purchaser or Owner agrees that venue for any court action to enforce these limited warranties shall be in the City or County of Dallas in the State of Texas, USA.

- These limited warranties are void if:
 - the supplied structures, products, services and/or labor are not paid for in full;
 - the structures are not assembled in strict compliance with USA SHADE specifications;
 - any changes, modifications, additions, or attachments are made to the structures in any way, without prior written approval from the Company. Specifically, no signs, objects, fans, light fixtures, etc. may be hung from the structures, unless specifically engineered by the Company.

- These limited warranties do not cover defects and/or damages caused by:
 - normal wear and tear;
 - misuse, willful or intentional damage, vandalism, contact with chemicals, cuts and Acts of God (i.e. tornado, hurricane, micro/macros burst, earthquake, wildfires, etc.);
 - ice, snow or wind loads in excess of the designed load parameters engineered for the supplied structures;
 - use, maintenance, neglect, repair, and/or service inconsistent with the Company's written care and maintenance instructions, provided with the order.

- The limited warranties explicitly exclude:
 - workmanship related to assembly not provided by the Company or its agents;
 - fabric curtains, valances, and flat vertical panels;
 - fabric tops installed on structures that were not engineered and originally supplied by the Company.

- THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY.

- THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. PURCHASER, BY ACCEPTANCE AND USE OF THIS LIMITED WARRANTY,

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WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

Colourshade® and eXtreme 32™ are registered trademarks of Multiknit Pty. Ltd.
Commercial 95™ and SaFRshade™ are registered trademarks of Gale Pacific USA Inc
Monotec 370™ is a registered trademark of PRO-KNIT Industries Pty. Ltd.
Preconstraint 502™ is a registered trademark of Serge Ferrari North America, Inc.

16) Assembly/Installation:

- Company will notify Purchaser of the scheduled assembly date. Owner agrees to have an owner representative meet the assembly crew at the job site on the scheduled assembly date to verify the exact location where the structure(s) is to be placed.
- Labor for the removal, assembly, and/or freight charges will only be covered by Company in instances where the structures supplied and installed by Company are determined by the Company to be defective. In all cases where structures are not installed by Company, all labor for the removal, assembly, and/or freight of the structures will be the Purchaser's responsibility.
- Installation prices are based on a single mobilization charge. If additional mobilizations are required, there will be additional charges.
- If the requested services require Company access to Owner's premises, Company will be provided access to the Owner's premises free and clear of debris, automobiles, or other interference Monday ~ Friday during the hours of 8:00am to 6:00pm, and Company will have access to water and electrical facilities during installation. Additional charges will apply if utilities are not easily accessible. Where applicable, all vehicles will be moved prior to Company's crew beginning any installation.
- Company will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay will result in additional charges unless they are detailed on as-built site drawings provided to Company or marked on the ground and communicated to Company in writing prior to fabrication and installation.

17) Installation/Assembly on-site: Where installation/assembly is part of the services, Purchaser must provide the Company with a detailed drawing prepared by or for the Owner showing exactly where the structures are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s), e.g., playground, pools, etc., that the structures are to be assembled over must also be detailed, along with their peak heights (if applicable).

18) Site/Use Review by Purchaser: Company relies on the Purchaser to determine that the structures ordered are appropriate and safe for the Owner's installation site and/or intended use. Company is not responsible for damages or injuries resulting from collisions by moving objects or persons with the structure post(s). Company can recommend, or supply at additional cost, padding for posts from a third party manufacturer.

19) Preparatory Work: Where installation/assembly is part of the services and in the event that the foundation or job site is not suitable or ready for assembly to begin on the scheduled day, a Delay of Order notification must be sent to Company at least 4 working days prior, in order to allow Company to reschedule the project. In the event that Company is not notified and incurs an



expense in attempting to execute the assembly, a re-mobilization charge may be charged to Purchaser before Company will reschedule the assembly.

- 20) **Delegation: Subcontractors:** The services and the manufacturing and assembly of the structures may be performed by subcontractors under appropriate agreements with the Company.
- 21) **Force Majeure: Impracticability:** The Company shall not be charged with any loss or damage for failure or delay in delivering or assembling of the structures when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations or orders, or due to any Acts of God, strikes, lockouts, slowdowns, wars, or shortages in transportation, materials or labor.
- 22) **Dispute Resolution:** Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Dallas, TX by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.
- 23) **Entire Agreement; No Reliance:** This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the structures, warranties, or services provided hereunder.
- 24) **No Third-Party Beneficiaries:** This agreement creates no third-party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.
- 25) **Governing Law:** The agreement will be construed and enforced in accordance with the laws of the State of Texas.
- 26) **Assignment:** Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Company. The agreement shall be binding upon and insure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.
- 27) **Electronic Signatures.** Each party agrees that the electronic signatures of the parties to this Agreement, whether digital or encrypted, including but not limited to the use of a typed name, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including but not limited to typed or email electronic signatures.



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PURCHASER:

SELLER:

Shade Structures, Inc. DBA USA Shade

Signature:

Signature:

By:

By:

Title:

Title:

Date:

Date:

NOTE: All purchase orders and contracts should be drafted in the name of

Shade Structures, Inc.



Quote Number: Q-018738

Bill To
The Center | Unity Square
 300 SE Adams Blvd
 Bartlesville, OK 74006
 Valarie Callaghan
 Phone: 9183372787
 vcallaghan@bartlesvillecenter.com

Date : 08/20/2024
 Price Valid Until : 09/19/2024
 Reference : Supply Only
 Sales Person : Lesly Gonzalez
 Deposit : \$18,727.00

Ship To
 Valarie Callaghan
 (918) 337-2787
 300 SE Adams Blvd
 Bartlesville, OK 74006

| SKU | Item & Description | Qty | Regular Price | Discount | Tax | Amount |
|-----|---|--------------|---------------|----------|----------|-----------|
| 1 | Triangle Sail Shade Structure - CUSTOM SKU : STS-CUSTOM 30' x 78' @10' & 15' E.H. Triangle Sail Shade 6 Posts, 3 Sail Shade Nets Frame-color: TBD Shade-fabric-color: TBD Surfacing: Natural Sod Inground Mount | 1.00 | 27,953.00 | 5.00% | 2,190.82 | 26,555.35 |
| 2 | Rebar Large Flat Packed Flat Packed / Un-welded Large Rebar Cage for Shade Structure Footer 3' x 6' | 6.00 Each | 185.00 | 0.00 | 91.57 | 1,110.00 |
| 3 | Engineered Drawings *Out of State Engineered Drawings prepared by Adventure Playground Systems per shade structure will need to be stamped by the customer's respective state licensed engineer. *If required by customer's city/county for permitting | 1.00 Each | 650.00 | 0.00 | - | 650.00 |
| 4 | Wind Load Disclaimer Please note that APS Shade Structures above are designed for Wind Loads up to 95 mph with 3-second gusts up to 110 mph. Additional charges may incur if the design must be revised to withstand higher wind loads for your respective area. | 0.00 Each | 0.00 | 0.00 | - | 0.00 |

| SKU | Item & Description | Qty | Regular Price | Discount | Tax | Amount |
|-------------------|--|--------------|---------------|----------|-----|--------------------|
| | *Shade structures are not intended for snow or ice loads. The shade fabric must be removed prior to snow/ice conditions and only re-installed after frost/snow and ice conditions have passed. | | | | | |
| 5 | Elevation/Grade Drop This estimate does not include additional costs for any elevation/grade drop. Please specify if you have an elevation drop within the area in which the above-mentioned shade structure will be installed. | 0.00 Each | 0.00 | 0.00 | - | 0.00 |
| 6 | Freight Valarie Callaghan (918) 337-2787 300 SE Adams Blvd Bartlesville, OK, 74006 The freight quotation is for the standard delivery only. The customer will require a forklift to offload this shipment Before Driver Departs: • Check shipping sticker to ensure that you have received the correct order! • Inspect for damage: broken crate, dents, scrapes, scratches, torn package etc. • Photograph the crate from all angles, photograph any damage. • ANY DAMAGE MUST BE NOTED ON DELIVERY RECEIPT WITH DRIVER! | 1.00 Each | 3,450.00 | 0.00 | - | 3,450.00 |
| 7 | Terms & Conditions • 55% deposit due with order • Balance due prior to shipping • Does not include assembly and installation or offloading | 0.00 | 0.00 | 0.00 | - | 0.00 |
| Sub Total | | | | | | 31,765.35 |
| State Tax (8.25%) | | | | | | 2,282.39 |
| Total | | | | | | \$34,047.74 |

Payment Notes:

- Orders not subject to cancellation
- 55% deposit due with order
- Balance due prior to shipping
- Does not include assembly and installation or offloading

Allow up to 8 weeks for preparation of plans, drawings, and permit submittals, if required, after acceptance of the proposal. The shipping date for manufactured products will be approximately 10-12 weeks after approval of submitted documentation, provided that the following conditions have

been completed and approved by the customer:

1. Project product submittals reviewed, approved, and returned.
2. Color selection sheet (signed and dated)
3. Physical project address obtained
4. All contact names and phone numbers for the project
5. Exemption certificate (if applicable)
6. Deposit received per agreed payment terms

Allow adequate time for processing and procuring construction permits if required.

Allow approximately 6 to 8 weeks for installation of project completion from the date of deposit, plus additional time for permitting if required.

We strongly recommend that the required fall surfacing be installed under all play and fitness equipment. Choose a safety surface that meets the U.S. Consumer Product Safety Commission recommendations for surfacing under playgrounds.

TERMS & CONDITIONS:

1. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the contract.
2. Changes to the design, color selection, or overall equipment order are not permitted once the order has been placed, unless previously authorized in writing by Adventure Playground Systems, Inc. No returns of merchandise will be accepted unless previously authorized in writing by Adventure Playground Systems, Inc. All returns are subject to a restocking fee of 25% plus freight charges incurred for return to original shipment origination.
3. Ownership Title for all equipment is reserved by Adventure Playground Systems, Inc. until payment in full is received. The right to enter the property and repossess said equipment is hereby granted to Adventure Playground Systems, Inc. if payment is not rendered in accordance with the terms above. All payments made prior to repossession under this contract shall be forfeited to Adventure Playground Systems, Inc. as the cost incurred to procure, provide and recover the equipment. Repossession of product does not waive any damages or costs due as awarded by the courts.
4. All collections or litigation concerning this contract shall be governed by the laws of the State of Texas, with the venue in Harris County.
5. Adventure Playground Systems, Inc. warrants the merchandise on this proposal to the manufacturer's published standards as to material and workmanship. See catalog and/or attached drawings for specific layouts, warranty terms, and specifications.
6. Adventure Playground Systems, Inc. reserves the right to review the contract for final acceptance by management.
7. A service charge of 1.5% per month will be assessed on the outstanding past due balance over 45 days from the completion date.
8. Payments made to Adventure Playground Systems, Inc. by credit card will incur a processing fee of 2.5% percent of the transaction amount paid. Other forms of payment options are available without a processing fee by check, cash, cashier's check, money order, or bank wire transfer.
9. Installation services include all labor and equipment required to complete the job. Installation charges are quoted based on a worksite that is accessible by truck, with no fencing, tree, landscaping, or utility obstacles and level ground surface area (+/- 1-2% max slope). Any site work not expressly detailed in this proposal is excluded. Additional installation charges will incur for unlevel groundwork sites, removal of utilities, landscaping, existing equipment and/or abnormal substrates, (ie. rock, asphalt, landfill, etc.)
10. Price quoted includes Adventure Playground Systems, Inc. standard insurance coverages. Any charges by Adventure Playground Systems, Inc. insurance carrier or agents for adding General Contractor or Owner as additional insured, waivers of subrogation, or changes to standard coverage shall be added to contract invoice charges. No performance bond or payment bond shall be provided by Adventure Playground Systems, Inc. unless specified and quoted as a separate line item in the proposal.
11. Adventure Playground Systems, Inc. is not liable for damages to underground utilities and/or irrigation systems during installation. It is the customer's responsibility to locate all underground utilities unless it is specified and quoted as a separate line item in the proposal.
12. Adventure Playground Systems, Inc. is not liable for damage done by normal construction operations to any existing landscape or natural grass unless it is specified and quoted as a separate line item in this proposal.
13. Building permits required by local or state authorities and municipalities are not included and are the responsibility of the owner of the property unless specified and quoted as a separate line item in the proposal. If Adventure Playground Systems, Inc. is to handle required permitting, please provide our office with necessary drawings and site documentation as requested per the project details (ie. legal site plans, survey plats, deed restrictions, etc).
14. This proposal may be withdrawn by Adventure Playground Systems, Inc. if not accepted within fourteen (14) days of issuance. Pricing is subject to change.

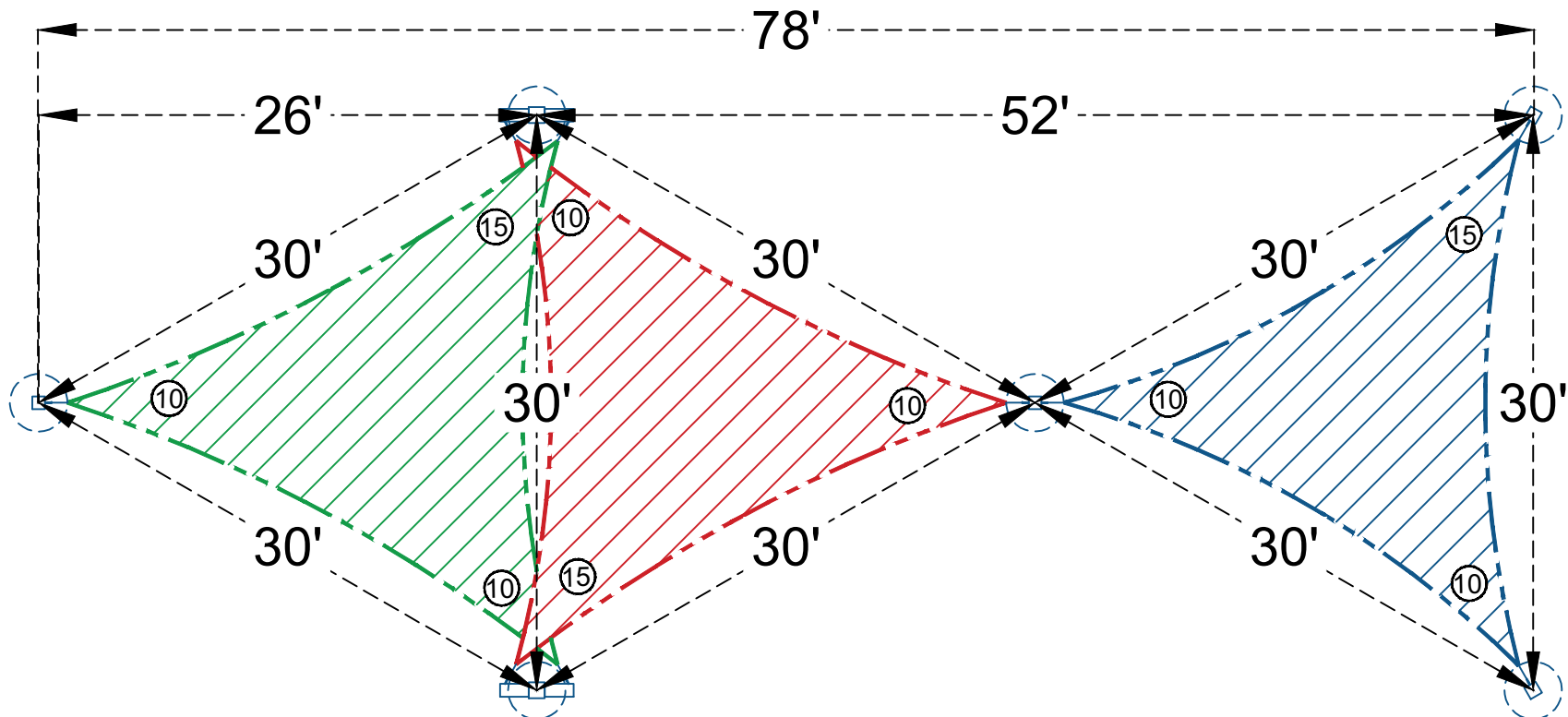
The pricing, specifications, terms, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If the contract is placed with an attorney for suit or collection through probate, bankruptcy, or other legal proceedings, the customer agrees to pay all expenses and reasonable attorney fees incurred. Any verbal instructions, agreements, or promises are not valid unless written and made part of this contract. I have read, understand and agree to all of the terms and conditions set forth in this proposal.

Authorized Signature: _____

Date Signed: _____

SHADE STRUCTURE

6 POST 3 NET TRIANGLE SAIL
30' X 78' @ 10' & 15' E.H.



2D LAYOUT B

DATE: 4/18/2024

DRAWN BY: MC

TOWER CENTER AT
UNIVERSITY SQUARE

300 SE ADAMS BLVD
BARTLESVILLE, OK

CUSTOMER SIGNATURE & DATE:

SALES REP:

LESLEY

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approval of an Encroachment Agreement and Release of Liability with Sterling Enterprises Inc. for part of Dink's parking lot that encroaches upon a portion of Frank Phillips Boulevard Right-of-Way.

Attachments:

Encroachment Agreement

II. STAFF COMMENTS AND ANALYSIS

The City of Bartlesville Community Development Department was contacted by Sterling Enterprises Inc. to get a building permit to construct a storage building on the Dink's Pit Bar-B-Que property located at 2929 E Frank Phillips Blvd. Staff identified that a portion of the existing parking area for this property was likely encroaching into the public right of way. To address the encroachment, Staff has worked with Sterling Enterprises Inc and the City Attorney to draft an Encroachment Agreement and Release of Liability. Sterling Enterprises Inc had the property surveyed to identify and define the limits of the encroachment, which consists of a 50-ft by 115-ft portion of the parking lot. The agreement acknowledges that the property owner has constructed or permitted construction of the parking lot upon the public right-of-way without known permission, that the City is released of any liability that may arise from the encroachment, and the City reserves the right to require removal of the encroachments at any time if the encroached upon public right-of-way is required for public purposes.

III. BUDGET IMPACT

There is no budget impact for this item.

IV. RECOMMENDED ACTION

Staff recommends approval of the Encroachment Agreement and Release of Liability for the right-of-way encroachment at 2929 E Frank Phillips Blvd.

City of Bartlesville, Oklahoma

ENCROACHMENT AGREEMENT AND RELEASE OF LIABILITY

This Encroachment Agreement and Release of Liability for an encroachment on a Public Right-of-Way is entered into by and between the City of Bartlesville, an Oklahoma municipality (City), and **Sterling Enterprises Inc.** (Owner) due to an existing parking lot encroaching into Public Right-of-Way.

The City owns public rights-of-way adjacent to Owner's property. Said Owner's property is more particularly described in the document recorded in Washington County as Book 851, Page 3413, also known as 2929 E Frank Phillips Blvd, Bartlesville, Oklahoma.

Owner has, without the permission of the City [presently known to either party], constructed or permitted the construction of structures or other encroachments, namely **a parking lot** upon the public right-of-way adjacent to said property, described and depicted in Exhibit A attached hereto.

The Owner shall not construct or permit additional encroachments upon the public right-of-way, and shall not substantially (in the sole judgment of the City) alter, improve, or add to the existing encroachments. If removed, Owner shall not replace the encroachment.

The City reserves the right to require Owner to remove all encroachments from the applicable public right-of-way at any time in the event that the encroached upon public right-of-way is required, in the sole judgment of the City, to be used for public purposes.

In consideration of the City's agreement to not require Owner to remove all encroachments from the applicable public right-of-way, Owner agrees, on behalf of Owner, Owner's family and heirs, agents, devisees, successors, grantees, and assigns (collectively referred to as "Owner") to **waive any and all claims, causes of action, for damages of any kind or nature, including but not limited to any foreseen or unforeseen personal injury (including death), property damages (including loss of use), or other losses or damages arising from the construction, repair, or maintenance of streets/sidewalks or utilities within the public right-of-way**, against the City of Bartlesville, Oklahoma, its employees, officers, agents or assigns, which may arise out of or in connection with any aspect of the encroachment upon the above described right-of-way.

In consideration of the City's agreement to not require Owner to remove all encroachments from the applicable public right-of-way, Owner also agrees to **indemnify, defend (at the City's option), and hold harmless** the City, its employees, officials, agents, representatives and volunteers **from and against any and all causes of action (whether groundless or not), losses, liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature arising from the construction, repair, or maintenance of streets or utilities within the public right-of-way, directly or indirectly arising out of or in connection with the encroachment upon the above described right-of-way.**

The presence or absence of any insurance shall not be construed as a limitation on the duties or obligations of Owner under this Agreement.

Owner shall obtain release agreements as required by all other applicable utilities companies, and shall comply with all local, state, and federal regulations and laws which may be applicable to Owner's encroachment upon the above described right-of-way.

OWNER UNDERSTANDS THEY MAY INCUR PERSONAL, PROPERTY, AND/OR FINANCIAL RISKS AS A RESULT OF THIS AGREEMENT, AND OWNERS AGREE TO ACCEPT THESE RISKS KNOWINGLY AND VOLUNTARILY.

Owner seeks this agreement with the City voluntarily, and acknowledges that no promises, agreements or other inducements have been made to Owner. Owner understands that the City of Bartlesville, Oklahoma will rely on this statement, that the terms of this Agreement are contractual in nature, and this Agreement is specifically designed to protect the City of Bartlesville, Oklahoma, its citizens, employees, officers, agents, and assigns.

This Agreement is perpetual and runs with the land forever.

I HAVE READ THE ABOVE STATEMENT AND I UNDERSTAND IT. I HAVE SOUGHT AND OBTAINED ANY AND ALL LEGAL ADVICE I NEEDED OR MAY HAVE NEEDED PRIOR TO SIGNING THIS DOCUMENT, AND I SIGN THIS DOCUMENT FREELY AND VOLUNTARILY.

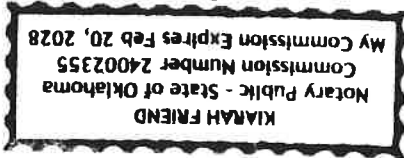
Sterling Enterprises Inc.

By: *Landon Curd*
Landon Curd,
President

State of Oklahoma)
) ss.
County of Washington)

On this 22 day of August 2024 before me personally appeared:

Landon Curd, known to me to be the person(s) named herein and who executed the foregoing **ENCROACHMENT AGREEMENT AND RELEASE OF LIABILITY**, and who acknowledged to me that he/she/they knowingly and voluntarily executed the same.



2/20/2028
My Commission Expires

Kiahrah Friend
Notary Public

Approved as to Form:

Approved as to Substance:

City Attorney

Mayor

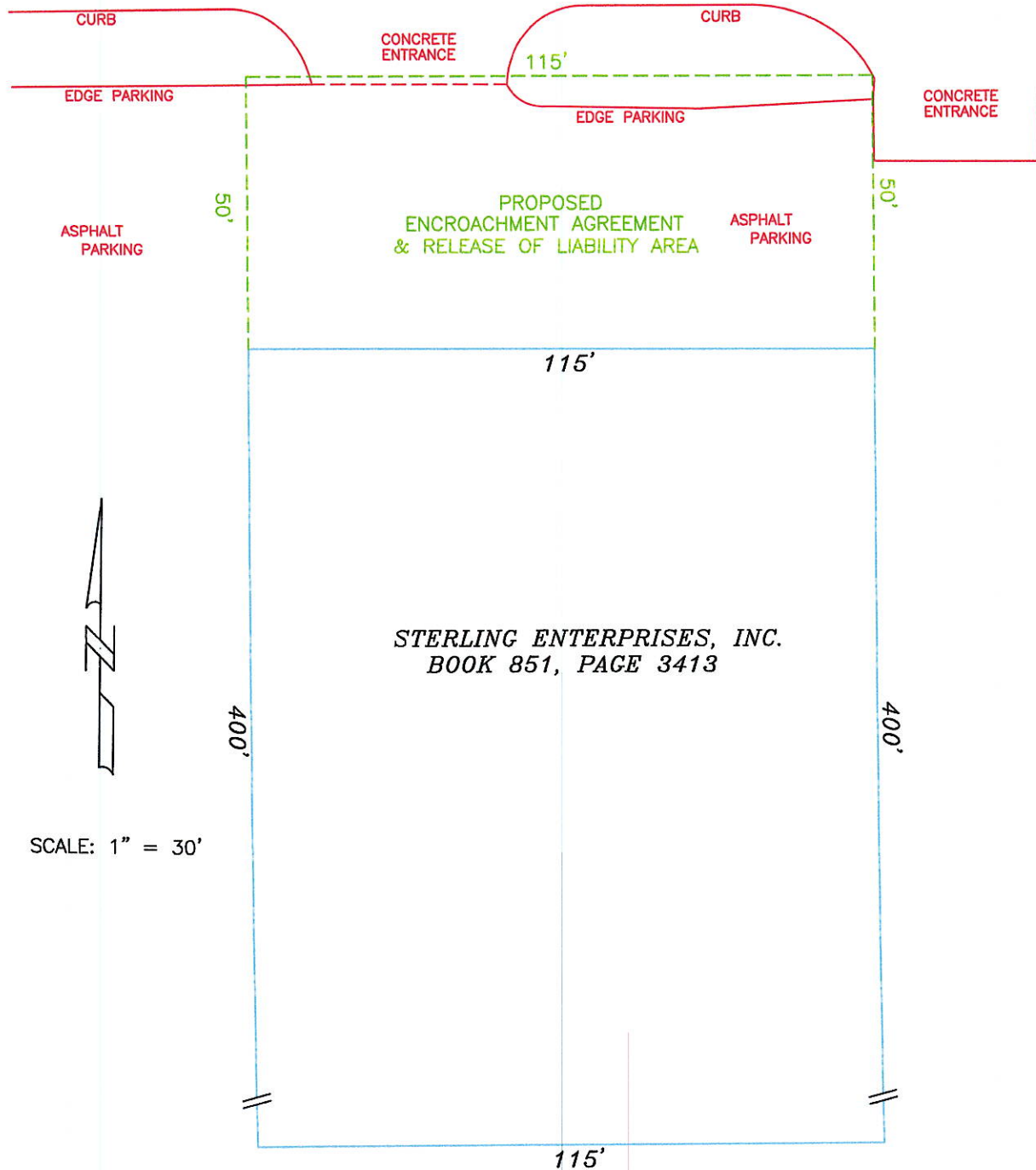
Dated: _____

Attested by:

City Clerk

EXHIBIT "A"

FRANK PHILLIPS BLVD.



STERLING ENTERPRISES, INC.
BOOK 851, PAGE 3413

SCALE: 1" = 30'

PROPOSED ENCROACHMENT AGREEMENT AND RELEASE OF LIABILITY AREA DESCRIPTION:
A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE/4 NW/4) OF SECTION 8, TOWNSHIP 26 NORTH, RANGE 13 EAST OF THE INDIAN MERIDIAN, WASHINGTON COUNTY, OKLAHOMA, DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER OF SECTION 8; THENCE WEST ALONG THE NORTH LINE OF THE NE/4 SW/4 OF SAID SECTION 8, 500 FEET TO THE WEST SIDE OF LOT 3 IN BLOCK 5, TUXEDO HEIGHTS ADDITION TO BARTLESVILLE, OKLAHOMA; THENCE N 0°01' W, PARALLEL TO THE EAST LINE OF SAID NE/4 SW/4, 215.8 FEET TO THE NORTHWEST CORNER OF SAID LOT 3, BLOCK 5, TUXEDO HEIGHTS; THENCE WEST 110 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 851, PAGE 3413 AND RECORDED IN THE WASHINGTON COUNTY CLERK'S OFFICE AND TRUE POINT OF BEGINNING; THENCE WEST ALONG THE NORTH LINE OF SAID TRACT DESCRIBED IN BOOK 851, PAGE 3413 AND ALONG THE SOUTH RIGHT-OF-WAY LINE OF FRANK PHILLIPS BOULEVARD, 115 FEET TO THE NORTHWEST CORNER OF SAID TRACT OF LAND DESCRIBED IN BOOK 851, PAGE 3413; THENCE NORTH 50 FEET; THENCE EAST 115 FEET; THENCE SOUTH 50 FEET TO THE POINT OF BEGINNING.

I, JAMES C. FIELDER, LICENSED PROFESSIONAL LAND SURVEYOR NO. 1674 IN THE STATE OF OKLAHOMA, HAVE PREPARED THIS EXHIBIT "A" AND ITS DESCRIPTION OF THE HEREON SHOWN TRACT OF LAND AND THE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

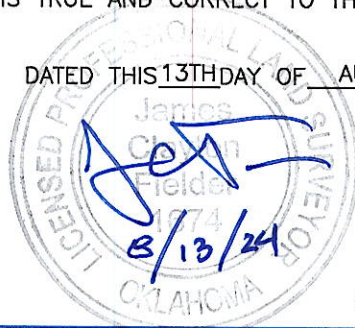
DATED THIS 13TH DAY OF AUGUST, 2024.



FIELDER
LAND SURVEYING

1652 S.E. WASHINGTON BLVD.
BARTLESVILLE, OKLAHOMA 74006
(918) 335-5071

email: fielderlandsurveying@gmail.com



C.A. NO. 8833 - EXPIRES 6/30/26

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Agenda language: Discuss and take possible action to approve an agreement with the State of Oklahoma to receive and utilize annual funding received by the State as part of the Opioid Lawsuit Settlement Fund for additional Opioid Remediation purposes within the City of Bartlesville.

Attachments: Agreement with Non-Litigating Political Subdivision between the State of Oklahoma and the City of Bartlesville

II. STAFF COMMENTS AND ANALYSIS

In working with the State of Oklahoma on the award of the FY 24 Opioid Abatement Grant Award, we learned that the City of Bartlesville was eligible to receive funding from the State of Oklahoma as part of the Opioid Lawsuit Settlement, an agreement made between the State of Oklahoma and three private corporations (the Settling Distributors) to resolve opioid-related claims. Under this agreement, the Settling Distributors are obligated to make annual payment to the State for Opioid Remediation Purposes. A portion of these funds are to be distributed to political subdivisions that were not part of the litigation that resulted in this agreement. The City of Bartlesville is one of such thirty-nine political subdivisions eligible to receive such funds over an eighteen year payout schedule.

The attached agreement authorizes the State of Oklahoma to begin the disbursement of such funds to the City of Bartlesville, more specifically \$52,287.48 for eighteen years. This first distribution is front-loaded for Years 1, 2, 3, 4, and one-half of Year 7, or \$244,814.02, which will be received by the City after receipt of the attached agreement. These funds shall be used by the City for identified core strategies and approved uses as identified by Appendix A and B of this agreement.

The likely use of these annual funds would be to continue the partnership between the Police Department and GRAND Mental Health which is being established with the FY24 Opioid Abatement Grant (\$120,000) to expand outreach efforts to identify and engage with individuals experiencing homelessness and opioid addiction with the goal of getting them into treatment, recovery, and long-term housing solutions. The goal of this grant-funded program, approved by the Council at its August 19 Special Meeting, is that fifty (50) individuals across Bartlesville will benefit over the two-year grant term. If that program proves successful, the funding can be used to continue it into future years. Alternatively, the City could opt to work with GRAND Mental Health or other qualified agencies to implement other opioid remediation uses that target treatment and recovery as identified in the Agreement.

III. BUDGET IMPACT

There is no impact to the City's current budget. The funding will be provided to the City annually which will then be used to provide opioid abatement services within the City of Bartlesville. Additionally, as this funding was not anticipated at the time the FY 2025 budget was approved, a budget amendment is required to receive the funding from the State and then to utilize the funds as set forth in the Agreement. A separate item is also on the agenda for this required budget amendment.

IV. RECOMMENDED ACTION

City staff recommends approval of the Agreement with the State of Oklahoma for the receipt and use of Opioid Settlement Funds at its September 3 Council Meeting.



Agreement with Non-Litigating Political Subdivision

This Agreement (the “Agreement”) is entered this ___ day of 2024 by City of Bartlesville (“Recipient”) and the State of Oklahoma, by and through the Office of Attorney General (“OAG”) and the Oklahoma Opioid Abatement Board (collectively the “State”).

WHEREAS, the State entered into a settlement agreement dated June 24, 2022, with McKesson Corporation, Cardinal Health, Inc., and Cencora, Inc. (f/k/a AmerisourceBergen Corporation) (the “Settling Distributors”) to resolve opioid-related claims against the Settling Distributors. The settlement agreement is hereinafter defined as the “Distributors Settlement Agreement” and is hereby fully incorporated into this Agreement. See Appendix A.

WHEREAS, under the Distributors Settlement Agreement, the Settling Distributors have paid and will continue to make annual payments to the State for Opioid Remediation purposes as defined in Exhibit E of the Distributor Global Settlement Agreement. See Appendix B.

WHEREAS Annual Payments under the Distributors Settlement Agreement were transferred to the Opioid Lawsuit Settlement Fund and were appropriated by the Legislature. Of that amount, \$5,869,727.23 is owed to political subdivisions that were not part of the litigation that resulted in the Distributors Settlement Agreement (“Non-Litigating Political Subdivisions” or “NLPS”) for annual payments in years 1, 2, 3, 4 and a partial payment for year 7 due to a prepayment made by Cardinal and Cencora. The amount to be paid under this Agreement is reflected in Appendix C.

WHEREAS, Recipient executed a release of claims and agreed to participate in the Distributors Settlement Agreement.

WHEREAS, the State possesses the necessary and adequate funds to satisfy the

payment under this Agreement.

NOW, THEREFORE, in consideration of Recipient's receipt of Funds, Recipient agrees as follows:

1. The Recipient has been provided with, is aware of and has reviewed the Distributors Settlement Agreement and the Act.
2. The Recipient acknowledges, understands, and is bound by all terms in this Agreement, the Settlement Agreement, and the Act. If there is a conflict between the terms of the Agreement, the Settlement Agreement, and the Act, the Settlement Agreement controls.
3. Funds awarded pursuant to the Settlement must be expended for "Opioid Remediation" as defined in the Global Distributor Settlement Agreement and in accordance with "List of Remediation Uses" in Exhibit E of the Global Distributor Settlement Agreement.
4. Recipient also agrees to expend any settlement funds received from the State consistent with the approved purposes defined in the Political Subdivisions Opioid Abatement Grants Act, 74 O.S. §§ 30.3–30.8.

IN WITNESS WHEREOF, the parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set forth below.

X

[Recipient] Dale Copeland, Mayor, City of Bartlesville, Oklahoma

X

First Assistant Attorney General, Oklahoma Office of Attorney General

DISTRIBUTORS OKLAHOMA
SETTLEMENT AGREEMENT

Table of Contents

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Exhibit A Primary Subdivisions A-1

Exhibit B Agreed List of Litigating Subdivisions B-1

Exhibit C Oklahoma Payment Schedule C-1

Exhibit D ABC IRS Form 1098-F D-1

Exhibit E Cardinal Health IRS Form 1098-F E-1

Exhibit F McKesson IRS Form 1098-F F-1

Exhibit G Subdivision Settlement Participation Form G-1

Exhibit H Consent Judgment and Stipulation of Dismissal with Prejudice H-1

Exhibit I Distributor Global Settlement Agreement I-1

DISTRIBUTORS OKLAHOMA SETTLEMENT AGREEMENT

I. Overview

This Distributors Oklahoma Settlement Agreement (the “*Agreement*”) sets forth the terms and conditions of a settlement agreement between and among the State of Oklahoma, McKesson Corporation (“*McKesson*”), Cardinal Health, Inc. (“*Cardinal*”) and AmerisourceBergen Corporation (“*Amerisource*”) (collectively, the “*Agreement Parties*”) to resolve opioid-related Claims against McKesson, Cardinal, and/or Amerisource (collectively, the “*Settling Distributors*”).

By entering into this Agreement and except as otherwise provided for in this Agreement, the State of Oklahoma and its Participating Subdivisions agree to be bound by all terms and conditions of Exhibit I.¹ The Settling Distributors agree to treat the State of Oklahoma for all purposes as if it were a Settling State under Exhibit I and its Participating Subdivisions for all purposes as if they were Participating Subdivisions under Exhibit I, except as specifically otherwise set forth in this Agreement. Unless stated otherwise in this Agreement, the terms of this Agreement are intended to be consistent with the terms of Exhibit I and shall be construed accordingly. Unless otherwise defined in this Agreement, all capitalized terms in this Agreement shall be defined as they are in Exhibit I.

The Settling Distributors have agreed to the below terms for the sole purpose of settlement, and nothing herein, including in any exhibit to this Agreement, may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, or any misfeasance, nonfeasance, or malfeasance, all of which the Settling Distributors expressly deny. No part of this Agreement, including its statements and commitments, and its exhibits, shall constitute or be used as evidence of any liability, fault, or wrongdoing by the Settling Distributors. Unless the contrary is expressly stated, this Agreement is not intended for use by any third party for any purpose, including submission to any court for any purpose.

II. Conditions to Effectiveness of Agreement

A. *Exhibit I Conditions to Effectiveness.*

1. The Agreement Parties acknowledge that certain deadlines set forth in Section VIII of Exhibit I passed before the execution of this Agreement. For that reason, (a) Settling Distributors agree to treat the State of Oklahoma as satisfying the deadlines set forth in Section VIII of Exhibit I provided that the State of Oklahoma satisfies its obligations set

¹ Exhibit I was last updated on May 27, 2022. Further updates to Exhibit I shall be deemed incorporated into this Agreement as appropriate and consistent with the terms of this agreement, and shall supersede all earlier versions of the updated provisions where appropriate.

III

forth in this Section II, and (b) the State of Oklahoma agrees to treat Settling Distributors as having satisfied all notice obligations under Section VIII.B of Exhibit I as to the State of Oklahoma.

2. The State of Oklahoma shall deliver all signatures and releases required by the Agreement to be provided by the Settling States to the Settling Distributors by September 30, 2022. This Section II.A.2 supersedes the deadline for delivering those signatures and releases set forth in Section VIII.A.1 of Exhibit I.

B. *Participation by Subdivisions.* This Agreement shall become effective upon one of the following conditions being satisfied:

1. One hundred percent (100%) of Litigating Subdivisions and Non-Litigating Primary Subdivisions in the State of Oklahoma must become Participating Subdivisions by September 23, 2022. For the avoidance of doubt, all Subdivisions in the State of Oklahoma that are General Purpose Governments with a population greater than 10,000 must become Participating Subdivisions by such date.

2. If the condition set forth in Section II.B.1 is not met, the Settling Distributors shall have sole discretion to accept the terms of this Agreement, which shall become effective upon notice provided by the Settling Distributors to the State of Oklahoma. If the condition set forth by Section II.B.1 is not met and Settling Distributors do not exercise discretion to accept this Agreement, this Agreement will have no further effect and all releases and other commitments or obligations contained herein will be void.

C. *Dismissal of Claims.* Provided that the conditions in Sections II.B have been satisfied, the State of Oklahoma shall file the Consent Judgment described in Section I.N of Exhibit I and attached hereto as Exhibit H ("*Oklahoma Consent Judgment*") with the District Court of Bryan County, State of Oklahoma ("*Oklahoma Court*") on or before November 1, 2022. This Section II.C supersedes the deadline for filing a Consent Judgment set forth in Section VIII.B of Exhibit I. In the event that the Court declines to enter the Oklahoma Consent Judgment, each Settling Distributor shall be entitled to terminate the Agreement as to itself and shall be excused from all obligations under the Agreement, and if a Settling Distributor terminates the Agreement as to itself, all releases and other commitments or obligations contained herein with respect to that Settling Distributor will be null and void. The date of the entry of the Oklahoma Consent Judgment shall be the effective date of this Agreement ("*Oklahoma Effective Date*").

III. Participation by Subdivisions

A. *Notice.* The Office of the State of Oklahoma Attorney General shall send individual notice of the opportunity to participate in this Agreement and the requirements for participation to all Subdivisions eligible to participate who have not returned an executed Subdivision Settlement Participation Form within fifteen (15) days of the execution of this Agreement. The Office of the State of Oklahoma Attorney General may also provide general notice reasonably calculated to alert Subdivisions, including publication and other standard forms of notification. Nothing contained herein shall preclude the State of Oklahoma from providing further notice to, or from contacting any of its Subdivision(s) about, becoming a Participating Subdivision.

IV

B. *Trigger Date for Later Litigating Subdivisions.* Notwithstanding Sections I.EE and I.GGGG of Exhibit I, as to the State of Oklahoma, Settling Distributors and the State of Oklahoma agree to treat the Trigger Date for Primary Subdivisions as September 23, 2022 and the Trigger Date for all other Subdivisions as June 24, 2022.

C. *Initial and Later Participating Subdivisions.* Notwithstanding Sections I.BB, I.CC, I.FF, VII.D and VII.E of Exhibit I, any Participating Subdivision in Oklahoma that meets the applicable requirements for becoming a Participating Subdivision set forth in Section VII.B or Section VII.C of Exhibit I on or before September 23, 2022 shall be considered an Initial Participating Subdivision. Participating Subdivisions that are not Initial Participating Subdivisions but meet the applicable requirements for becoming Participating Subdivisions set forth in Section VII.B or Section VII.C of Exhibit I after September 23, 2022 shall be considered Later Participating Subdivisions.

D. *Subdivision Settlement Participation Forms.* Each Subdivision Settlement Participation Form submitted by a Participating Subdivision from the State of Oklahoma shall be materially identical to Exhibit G to this Agreement. Nothing in Exhibit G is intended to modify in any way either the terms of this Agreement or the terms of Exhibit I, both of which the State of Oklahoma and Participating Subdivisions agree to be bound. To the extent that any Subdivision Settlement Participation Form submitted by any Participating Subdivision is worded differently from Exhibit G to this Agreement, or interpreted differently from Exhibit I and this Agreement in any respect, the Exhibit I and this Agreement control.

IV. Settlement Payments

A. *Schedule.* Annual Payments under this Agreement shall be calculated as if the State of Oklahoma were a Settling State under Exhibit I and shall be made pursuant to the terms of Section IV of Exhibit I except that, as to the State of Oklahoma, the Payment Date for Payment Year 1 shall be December 1, 2022 and the Payment Date for Payment Year 2 shall be December 1, 2022. For the avoidance of doubt, the sole component of the State of Oklahoma's Annual Payment is the portion of the Net Abatement Amount allocated to the State of Oklahoma under Exhibit I ("*Oklahoma Abatement Amount*"). The maximum possible Oklahoma Abatement Amount is \$293,740,207.19, which, if all incentives are met, would be paid consistent with the schedule set forth on Exhibit C.

B. *Use of Payment.* The Oklahoma Abatement Amount paid under this Agreement shall be used as provided for in Section V.B. of Exhibit I. In addition, at least eighty-five percent (85%) of the total amount paid under this Agreement, including amounts paid under Section IV.A and amounts paid under Section V, shall be used for Opioid Remediation. Nothing herein shall affect the allocation of the Oklahoma Abatement Amount payments between the State and its Participating Subdivisions, which shall be governed by a separate State-Subdivision Agreement.

C. *Nature of Payment.* The State of Oklahoma and its Participating Subdivisions agree that payments made to the State of Oklahoma and its Participating Subdivisions under this Agreement are properly characterized as described in Section V.F of Exhibit I.

V. Plaintiffs' Attorneys' Fees and Costs

A. *Interaction with Exhibit I.* Notwithstanding any contrary provision in Exhibit I, payments to cover attorneys' fees and costs under this Agreement shall be made pursuant to this Section V.

B. *State Fees and Costs.* Settling Distributors shall pay the \$6,609,154.66 Fixed Amount for the State of Oklahoma on the schedule set forth in Exhibit C; *provided, however*, that the Payment Dates for Payment Years 1 and 2 shall be December 1, 2022.

C. *Participating Litigating Subdivisions' Attorneys' Fees and Costs.* \$7,654,253.00 is the estimated share of the Contingency Fee Fund amount described in Section II.D of Exhibit R of the Global Settlement allocable to Litigating Subdivisions in the State of Oklahoma (the "Estimated Oklahoma Contingency Fee Allocation"). This reflects the Global Settlement Contingency Fee Fund model's current estimate for the allocation to Oklahoma's Litigating Subdivisions in the Global Settlement Contingency Fee Fund. The actual amount may be greater or less. Within fourteen (14) days of the execution of this Agreement, the Distributors will take such action(s) necessary to obtain permission from the Fee Panel (including through extension of time for the date of application) for counsel for Oklahoma's Litigating Subdivisions to apply to the Contingency Fee Fund of the Global Settlement. Thereafter, attorneys engaged in Qualifying Representations of Participating Litigating Subdivisions who meet the criteria set forth in Section II.G of Exhibit R of the Global Settlement may apply for the Contingency Fee Fund as set forth in Exhibit R of the Global Settlement. Nothing in Exhibit R of the Global Settlement Agreement shall be interpreted to preclude the Litigating Subdivisions from recovering fees and costs under a separate State Back-Stop Agreement with the State of Oklahoma.

VI. Release

A. *Scope.* As of the Oklahoma Effective Date, Section XI of Exhibit I is fully binding on, and effective with respect to, all Releasors under this Agreement. Accordingly, as of the Oklahoma Effective Date, the Released Entities are hereby released and forever discharged from all Released Claims of Releasors, including the State of Oklahoma and its Participating Subdivisions.

VII. Miscellaneous

A. *No Admission.* The Settling Distributors do not admit liability, fault, or wrongdoing. Neither this Agreement nor the Oklahoma Consent Judgment shall be considered, construed or represented to be (1) an admission, concession or evidence of liability or wrongdoing or (2) a waiver or any limitation of any defense otherwise available to the Settling Distributors. It is the understanding and intent of the Agreement Parties that no portion of the Agreement shall be entered into evidence in any other action against the Settling Distributors, among other reasons, because it is not relevant to such action. For the avoidance of any doubt, nothing herein shall prohibit a Settling Distributor from entering this Agreement into evidence in any litigation or arbitration concerning a Settling Distributor's right to coverage under an insurance contract.

B. *Tax Cooperation and Reporting.* The State of Oklahoma and its Participating Subdivisions will be bound by Section V.F and Section XIV.F of Exhibit I, except (1) as set forth in the final sentence of this Section VII.B and (2) that the State of Oklahoma shall be its own Designated State and shall designate its own “appropriate official” within the meaning of Treasury Regulations Section 1.6050X-1(f)(1)(ii)(B). The IRS Forms 1098-F to be filed with respect to this Agreement are attached as Exhibit D, Exhibit E, and Exhibit F. The State of Oklahoma and its Participating Subdivisions agree that any return, amended return, or written statement filed or provided pursuant to Section XIV.F.4 of Exhibit I with respect to this Agreement, and any similar document, shall be prepared and filed in a manner consistent with reporting each Settling Distributor’s portion of the aggregate amount of payments paid or incurred by the Settling Distributors hereunder as the “Total amount to be paid” pursuant to this Agreement in Box 1 of IRS Form 1098-F, each Settling Distributor’s portion of the amount equal to the aggregate amount of payments paid or incurred by the Settling Distributors hereunder less the Compensatory Restitution Amount as the “Amount to be paid for violation or potential violation” in Box 2 of IRS Form 1098-F and each Settling Distributor’s portion of the Compensatory Restitution Amount as “Restitution/remediation amount” in Box 3 of IRS Form 1098-F, as reflected in Exhibit D, Exhibit E, and Exhibit F.

C. *No Third-Party Beneficiaries.* Except as expressly provided in this Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not the State of Oklahoma or a Released Entity. The State of Oklahoma may not assign or otherwise convey any right to enforce any provision of this Agreement.

D. *Cooperation.* Each Agreement Party and each Participating Subdivision agrees to use its best efforts and to cooperate with the other Agreement Parties and Participating Subdivisions to cause this Agreement to become effective, to obtain all necessary approvals, consents and authorizations, if any, and to execute all documents and to take such other action as may be appropriate in connection herewith. Consistent with the foregoing, each Agreement Party and each Participating Subdivision agrees that it will not directly or indirectly assist or encourage any challenge to this Agreement or the Oklahoma Consent Judgment by any other person, and will support the integrity and enforcement of the terms of this Agreement and the Oklahoma Consent Judgment.

E. *Enforcement.* All disputes between Settling Distributors and the State of Oklahoma and/or the Participating Subdivisions in the State of Oklahoma shall be handled as specified in Section VI of Exhibit I, including the referral of relevant disputes to the National Arbitration Panel.

F. *No Violations of Applicable Law.* Nothing in this Agreement shall be construed to authorize or require any action by Settling Distributors in violation of applicable federal, state, or other laws.

G. *Modification.* This Agreement may be modified by a written agreement of the Agreement Parties. For purposes of modifying this Agreement or the Oklahoma Consent Judgment, Settling Distributors may contact the Oklahoma Attorney General for purposes of coordinating this process. The dates and deadlines in this Agreement may be extended by written agreement of the Agreement Parties, which consent shall not be unreasonably withheld.

H. *No Waiver.* Any failure by any Agreement Party to insist upon the strict performance by any other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

I. *Entire Agreement.* This Agreement, including all Exhibits, represents the full and complete terms of the settlement entered into by the Agreement Parties, except as provided herein. In any action undertaken by the Agreement Parties, no prior versions of this Agreement and no prior versions of any of its terms may be introduced for any purpose whatsoever.

J. *Counterparts.* This Agreement may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.

K. *Notice.* All notices or other communications under this Agreement shall be provided to the following via email and overnight delivery to:

Copy to AmerisourceBergen Corporation's attorneys at:

Michael T. Reynolds
Cravath, Swaine & Moore LLP
825 8th Avenue
New York, NY 10019
mreynolds@cravath.com

Copy to Cardinal Health, Inc.'s attorneys at:

Elaine Golin
Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
epgolin@wlrk.com

Copy to McKesson Corporation's attorneys at:

Thomas J. Perrelli
Jenner & Block LLP
1099 New York Avenue, NW, Suite 900
Washington, DC 20001-4412
TPerrelli@jenner.com

Copy to the State of Oklahoma at:

Dawn Cash
Office of Oklahoma Attorney General
313 NE 21st Street
Oklahoma City, OK 73105
dawn.cash@oag.ok.gov

Michael Burrage

Whitten Burrage LLC
512 N. Broadway Avenue, Suite 300
Oklahoma City, OK 73102
mburrage@whittenburragelaw.com

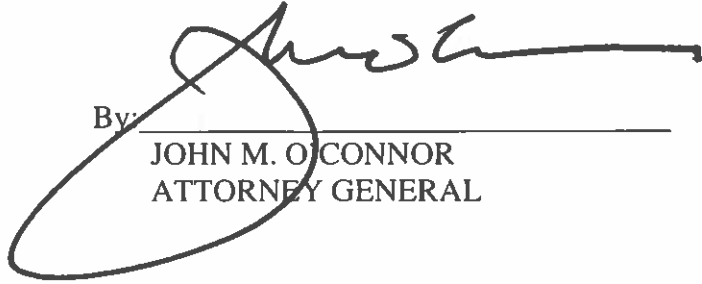
Brad Beckworth
Nix Patterson LLP
8701 Bee Cave Road
Building I, Suite 500
Austin, TX 78746
bbeckworth@nixlaw.com

[Signatures begin on next page.]

Authorized and agreed to by:

Dated: 6.24.22

STATE OF OKLAHOMA

By: 

JOHN M. O'CONNOR
ATTORNEY GENERAL

EXHIBIT E

List of Opioid Remediation Uses

**Schedule A
Core Strategies**

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“*Core Strategies*”).¹⁴

A. **NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES**

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. **MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

¹⁴ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment (“*SBIRT*”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“*OUD*”) and other Substance Use Disorder (“*SUD*”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)**

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA’s “Real Cost” campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

Schedule B Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

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| PART ONE: TREATMENT |
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A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“*OUD*”) and any co-occurring Substance Use Disorder or Mental Health (“*SUD/MH*”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:¹⁵

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“*MAT*”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“*ASAM*”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including *MAT*, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“*OTPs*”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

¹⁵ As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARP*”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“*CTP*”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“*NAS*”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children’s Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

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| PART TWO: PREVENTION |
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F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“*PDMPs*”), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;
2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

| |
|------------------------------|
| PART THREE: OTHER STRATEGIES |
|------------------------------|

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“*ADAM*”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

Appendix C

Award Amount

| | |
|-------------------------|---------------------|
| Years 1 & 2: | \$104,574.98 |
| Year 3: | \$52,287.48 |
| Year 4: | \$52,287.48 |
| Year 7: | \$35,664.08 |
| Total: | \$244,814.02 |

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to approve an Amendment to Resolution 3714 amending the Budget for the City of Bartlesville, Oklahoma for Fiscal Year 2024-2025, appropriating unanticipated grant revenue in the Restricted Revenues Fund of the Police Department for the FY2024 Opioid Abatement Grant Award Agreement.

Attachments: Resolution

II. STAFF COMMENTS AND ANALYSIS

At the August 19 Special meeting, the City Council accepted \$120,000 in grant funding from the State of Oklahoma FY2024 Opioid Abatement Grant Award Agreement and approved an agreement with GRAND Mental Health to provide opioid abatement services. At that same meeting, a budget amendment was approved by Resolution 3714 to receive and disburse these funds. The Resolution authorized an amendment to the Restricted Revenues Fund (243) of the Police Department (170). However, since learning that additional opioid abatement funding is available to the City of Bartlesville for an extended period of time, it was determined that such funds should be received and disbursed in a separate fund in which no other City funding would be comingled. Therefore the amended Resolution 3714 authorizes that the \$120,000 in grant funding be placed in a new fund entitled Opioid Settlement Fund, 263. The same fund will be used for all opioid abatement funding received from the State of Oklahoma.

III. BUDGET IMPACT

There is no impact to the current budget.

IV. RECOMMENDED ACTION

Staff recommends approval of the amended budget resolution as presented.

RESOLUTION _____

A RESOLUTION AMENDING RESOLUTION 3714 WHICH AMENDED THE BUDGET OF THE CITY OF BARTLESVILLE, OKLAHOMA FOR FISCAL YEAR 2024-2025, APPROPRIATING UNANTICIPATED GRANT REVENUE IN THE RESTRICTED REVENUES FUND OF THE POLICE DEPARTMENT FOR THE FY2024 OPIOID ABATEMENT GRANT AWARD AGREEMENT.

WHEREAS, the City of Bartlesville has received unbudgeted grant funding in the amount of \$120,000; and

WHEREAS, the City of Bartlesville needs to appropriate \$120,000 of these revenues prior to their expenditure;

WHEREAS, the City Council approved Resolution 3714 at its August 19 Special Meeting which amended the current budget to appropriate said funds into the existing Restricted Revenue Fund (270);

WHEREAS, additional opioid abatement funding is available to the City of Bartlesville which necessitates that the funding be placed in a segregated budget fund.

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

A new segregated account entitled the Opioid Settlement Fund (263) shall be created in the FY 2024-2025 Fiscal Year Budget; and

That grant funding from the State of Oklahoma FY 2024 Opioid Abatement Grant Agreement shall be appropriated to the Opioid Settlement Fund (263) of the Police Department (270) as follows:

| | |
|------------------------|------------|
| Other Services (52510) | \$ 120,000 |
|------------------------|------------|

APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 3rd DAY OF September, 2024.

Dale Copeland, Mayor

Attest:

City Clerk

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to approve a Resolution amending the Budget for the City of Bartlesville, Oklahoma for Fiscal Year 2024-2025 appropriating unanticipated revenue in the Opioid Settlement Fund of the Police Department for the use of Opioid Settlement Funds.

Attachments: Resolution

II. STAFF COMMENTS AND ANALYSIS

In order to accept \$244,814.02 in funding from the State of Oklahoma as per the agreement with the State of Oklahoma to receive and utilize funding from the Opioid Lawsuit Settlement, a budget amendment must be approved. The attached resolution authorizes a budget amendment to the Opioid Settlement Fund (263) of the Police Department (170).

III. BUDGET IMPACT

There is no impact to the current budget.

IV. RECOMMENDED ACTION

Staff recommends approval of the budget resolution as presented.

RESOLUTION _____

A RESOLUTION AMENDING THE BUDGET OF THE CITY OF BARTLESVILLE, OKLAHOMA FOR FISCAL YEAR 2024-2025, APPROPRIATING UNANTICIPATED REVENUE IN THE OPIOID ABATEMENT FUND OF THE POLICE DEPARTMENT FOR THE USE OF OPIOID SETTLEMENT FUNDS.

WHEREAS, the City of Bartlesville has received unbudgeted funding in the amount of \$244,814.02; and

WHEREAS, the City of Bartlesville needs to appropriate \$244,814.02 of these revenues prior to their expenditure;

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

The Opioid Settlement Fund (263) of the Police Department (270) shall be increased as follows:

| | |
|------------------------|---------------|
| Other Services (52510) | \$ 244,814.02 |
|------------------------|---------------|

APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 3rd DAY OF September, 2024.

Dale Copeland, Mayor

Attest:

City Clerk

BARTLESVILLE NEXT PROGRESS REPORT - AUGUST 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 | 90% | Selected alternative solutions due to usability issues with 311 and EAM. |
| 4 | | Revise and update our website using newest technologies and integrations to improve citizen satisfaction and e-gov capabilities. | CCO | 10/24 | 65% | |
| 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 | 90% | 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 | 75% | Software on council agenda for approval. |
| 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 - AUGUST 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 | 100% | Software selected and implementation began. |
| b | Select consultant to collect and populate data into ESRI. | Eng | | | |
| i | Facilities, streets, storm drains, wastewater and water | Eng | 10/24 | 75% | Most data collected but storm drain may require comprehensive study. |
| ii | Signs and signals | Eng | 10/25 | 75% | Data collected but needs to be integrated. |

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% | |

BARTLESVILLE NEXT PROGRESS REPORT - AUGUST 2024

| | | | | | | |
|---|---|---|----------|-------|------|---|
| | b | Present recommendations to the Council | Comm Dev | 10/24 | 5% | Start date of project was delayed, so end date has been adjusted accordingly. |
| 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% | Meetings have started. |
| 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. |

BARTLESVILLE NEXT PROGRESS REPORT - AUGUST 2024

| Ensure and maintain clean, bright, vibrant community spaces. | | | | | | |
|--|---|--|-----------|-------|------|---|
| 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 | 75% | |
| | b | Adopt formal policy for selected program(s). | CD/PW | 04/24 | 50% | |
| | c | Advertise, promote, operate, and publicly report on the success of this program. | CD/PW | 10/24 | 50% | |
| 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 | | 90% | Draft review of local regulations complete and prepared to be presented to CPC. |
| 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 twelve months ending June 30, 2024.

Attachments:

Interim Financials for June 30, 2024

II. STAFF COMMENTS AND ANALYSIS

Staff has prepared the condensed Interim Financial Statements for June 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 June 30, 2024.



**REPORT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCES**

For The Twelve Months Ended June 30, 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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WATER OPERATING/BMA WATER FUNDS

SANITATION

OTHER FUNDS:

REVENUE BUDGET STATUS

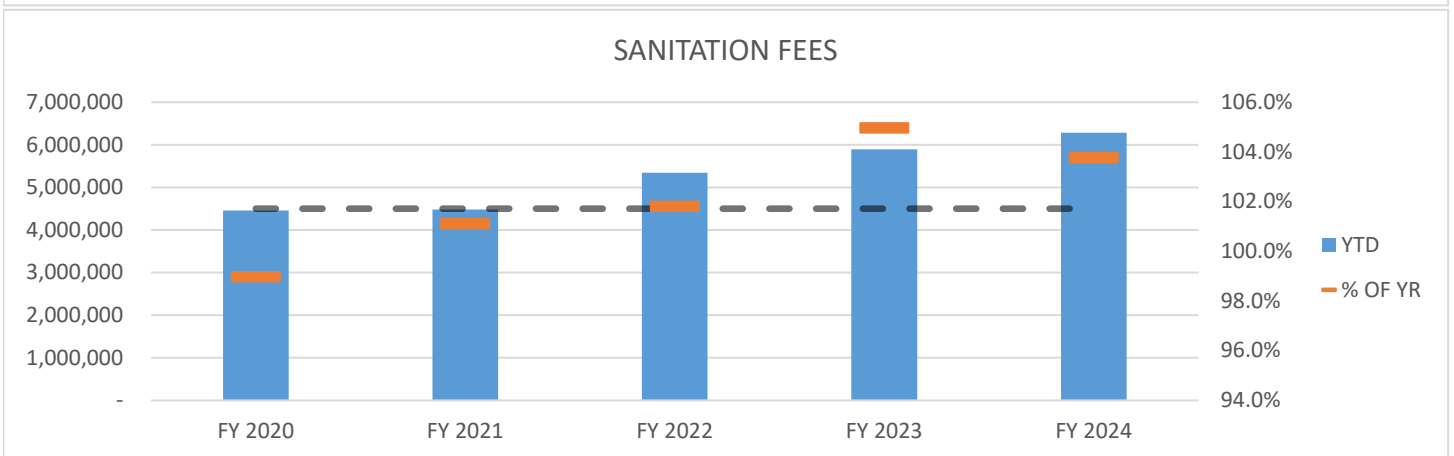
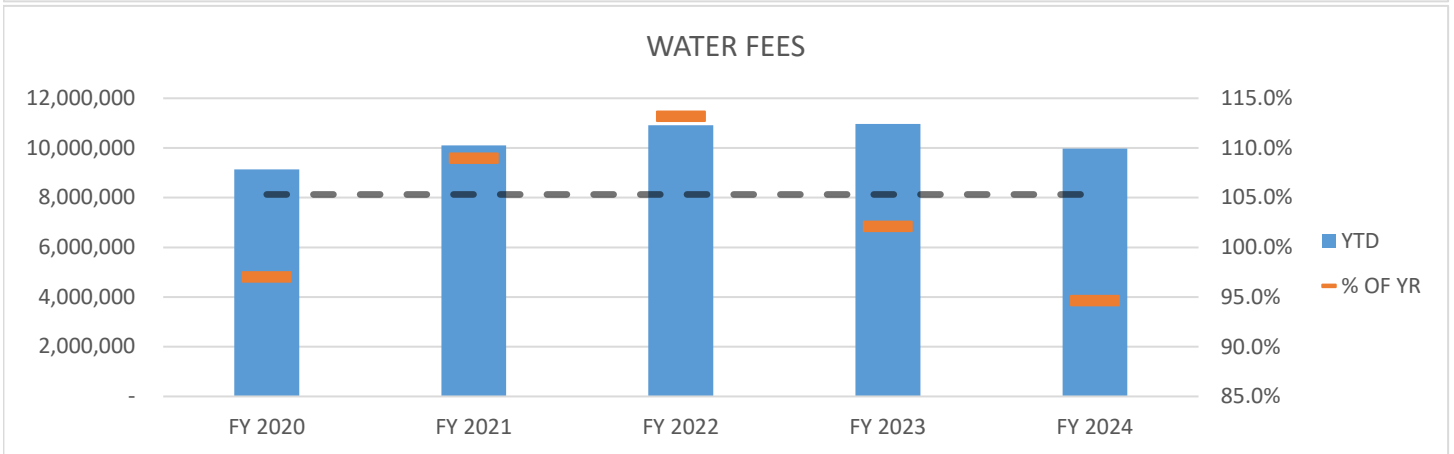
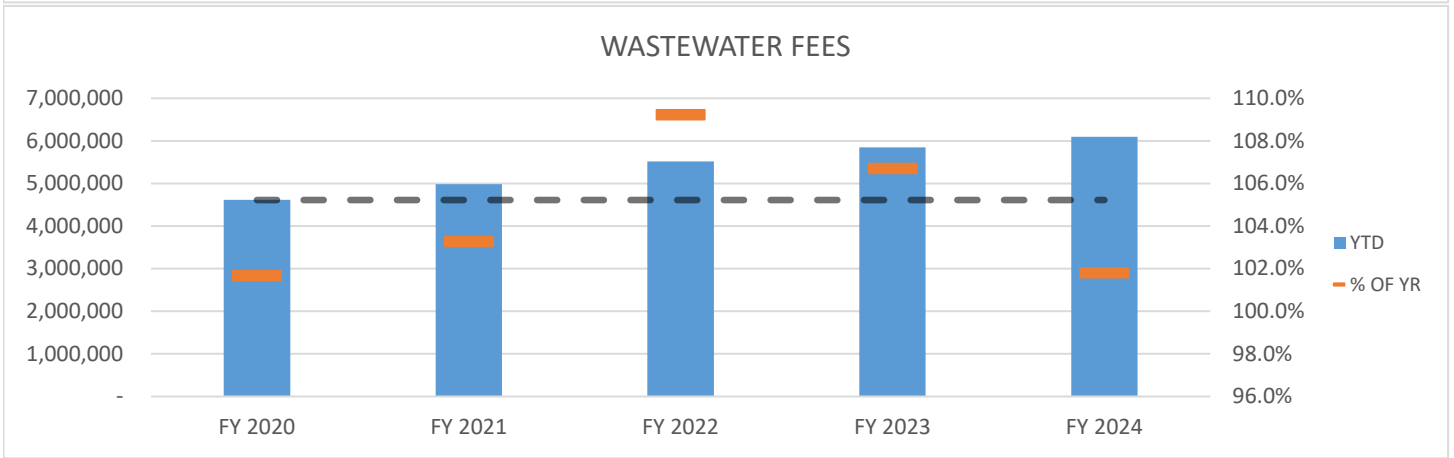
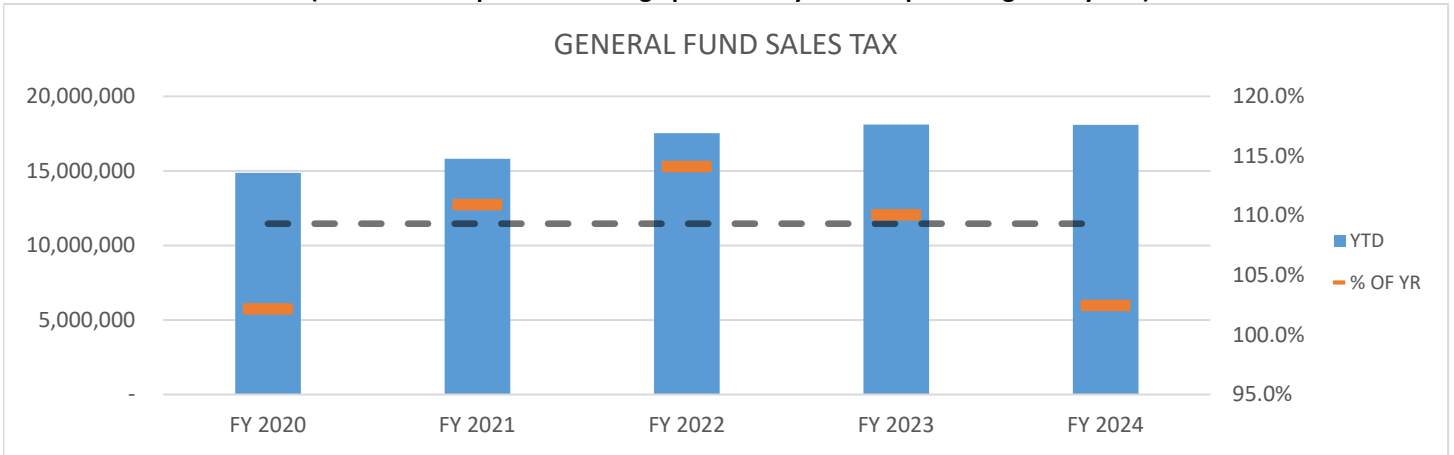
EXPENDITURE BUDGET STATUS

CHANGE IN FUND BALANCE

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

100% 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 | \$ 17,643,955 | \$ 18,078,667 | \$ - | \$ 18,078,667 | 102.5% | \$ 18,114,705 | 100.0% |
| Use Tax | 2,500,000 | 2,500,000 | 4,818,896 | - | 4,818,896 | 192.8% | 1,550,537 | 100.0% |
| Gross Receipt Tax | 1,582,000 | 1,582,000 | 1,535,953 | - | 1,535,953 | 97.1% | 1,626,755 | 100.0% |
| Licenses and Permits | 256,700 | 256,700 | 259,979 | - | 259,979 | 101.3% | 257,340 | 100.0% |
| Intergovernmental | 700,400 | 700,400 | 728,686 | - | 728,686 | 104.0% | 712,602 | 100.0% |
| Charges for Services | 478,800 | 478,800 | 575,290 | - | 575,290 | 120.2% | 598,178 | 100.0% |
| Court Costs | 160,000 | 160,000 | 184,996 | - | 184,996 | 115.6% | 190,255 | 100.0% |
| Police/Traffic Fines | 460,000 | 460,000 | 339,198 | - | 339,198 | 73.7% | 405,378 | 100.0% |
| Parking Fines | 68,200 | 68,200 | 51,400 | - | 51,400 | 75.4% | 47,915 | 100.0% |
| Other Fines | 80,400 | 80,400 | 63,129 | - | 63,129 | 78.5% | 70,251 | 100.0% |
| Investment Income | 150,000 | 150,000 | 2,115,465 | - | 2,115,465 | 1410.3% | 958,765 | 100.0% |
| Miscellaneous Income | 910,700 | 910,700 | 1,139,598 | - | 1,139,598 | 125.1% | 753,387 | 100.0% |
| Transfers In | 6,561,228 | 6,561,228 | 6,561,228 | - | 6,561,228 | 100.0% | 9,170,941 | 100.0% |
| Total | <u>\$ 31,552,383</u> | <u>\$ 31,552,383</u> | <u>\$ 36,452,487</u> | <u>\$ -</u> | <u>\$ 36,452,487</u> | 115.5% | <u>\$ 34,457,009</u> | 100.0% |
| Expenditures: | | | | | | | | |
| General Government | \$ 9,101,305 | \$ 9,101,305 | \$ 8,277,049 | \$ 720,203 | \$ 8,997,252 | 98.9% | \$ 8,203,793 | 100.0% |
| Public Safety | 17,055,651 | 17,055,651 | 16,994,212 | 61,197 | 17,055,409 | 100.0% | 15,448,474 | 100.0% |
| Street | 2,063,511 | 2,063,511 | 1,850,046 | 84,240 | 1,934,286 | 93.7% | 1,798,480 | 100.0% |
| Culture and Recreation | 3,750,180 | 3,750,180 | 3,526,876 | 50,346 | 3,577,222 | 95.4% | 3,258,157 | 100.0% |
| Transfers Out | 4,189,369 | 4,189,369 | 4,189,369 | - | 4,189,369 | 100.0% | 4,011,107 | 100.0% |
| Reserves | 1,194,800 | 1,194,800 | - | - | - | 0.0% | - | N.A. |
| Total | <u>\$ 37,354,816</u> | <u>\$ 37,354,816</u> | <u>\$ 34,837,552</u> | <u>\$ 915,986</u> | <u>\$ 35,753,538</u> | 95.7% | <u>\$ 32,720,011</u> | 100.0% |
| Changes in Fund Balance: | | | | | | | | |
| Fund Balance 7/1 | | | \$ 5,555,372 | | | | | |
| Net Revenue (Expense) | | | <u>1,614,935</u> | | | | | |
| Ending Fund Balance | | | <u>\$ 7,170,307</u> | | | | | |

COMBINED WASTEWATER OPERATING & BMA WASTEWATER FUNDS
Statement of Revenue, Expenditures, and Changes in Fund Balances

100% 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 | \$ 6,007,344 | \$ 6,100,858 | \$ - | \$ 6,100,858 | 101.6% | \$ 5,857,374 | 117.5% |
| Investment Income | - | - | 141,131 | - | 141,131 | N.A. | 61,147 | ##### |
| Debt Proceeds | - | - | - | - | - | N.A. | - | N.A. |
| Miscellaneous | <u>30,000</u> | <u>30,000</u> | <u>136,076</u> | <u>-</u> | <u>136,076</u> | 453.6% | <u>176,333</u> | 866.2% |
| Total | <u>\$ 6,037,344</u> | <u>\$ 6,037,344</u> | <u>\$ 6,378,065</u> | <u>\$ -</u> | <u>\$ 6,378,065</u> | 105.6% | <u>\$ 6,094,854</u> | 121.8% |
| Expenditures: | | | | | | | | |
| Wastewater Plant | \$ 2,965,385 | \$ 2,965,385 | \$ 2,952,509 | \$ 2,120 | \$ 2,954,629 | 99.6% | \$ 2,694,156 | 101.0% |
| Wastewater Maint | 861,009 | 861,009 | 818,652 | 12,561 | 831,213 | 96.5% | 713,208 | 109.1% |
| BMA Expenses | 27,735 | 27,735 | 27,730 | - | 27,730 | 100.0% | 27,870 | N.A. |
| Transfers Out | 1,646,975 | 1,646,975 | 1,646,975 | - | 1,646,975 | 100.0% | 1,642,574 | 114.1% |
| Reserves | <u>88,790</u> | <u>88,790</u> | <u>-</u> | <u>-</u> | <u>-</u> | 0.0% | <u>-</u> | N.A. |
| Total | <u>\$ 5,589,894</u> | <u>\$ 5,589,894</u> | <u>\$ 5,445,867</u> | <u>\$ 14,681</u> | <u>\$ 5,460,548</u> | 97.7% | <u>\$ 5,077,808</u> | 106.6% |
| Changes in Fund Balance: | | | | | | | | |
| Fund Balance 7/1 | | | \$ 2,925,118 | | | | | |
| Net Revenue (Expense) | | | <u>932,198</u> | | | | | |
| Ending Fund Balance | | | <u>\$ 3,857,316</u> | | | | | |

COMBINED WATER OPERATING & BMA WATER FUNDS
Statement of Revenue, Expenditures, and Changes in Fund Balances

100% 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 | \$ 11,091,140 | \$ 10,523,917 | \$ - | \$ 10,523,917 | 94.9% | \$ 11,528,445 | 109.7% |
| Investment Income | - | - | 148,923 | - | 148,923 | N.A. | 81,323 | 1456.9% |
| Debt Proceeds | - | - | - | - | - | N.A. | - | N.A. |
| Miscellaneous | - | - | 749,416 | - | 749,416 | N.A. | 7,343 | 727.0% |
| Total | <u>\$ 11,091,140</u> | <u>\$ 11,091,140</u> | <u>\$ 11,422,256</u> | <u>\$ -</u> | <u>\$ 11,422,256</u> | 103.0% | <u>\$ 11,617,111</u> | 110.4% |
| Expenditures: | | | | | | | | |
| Water Plant | \$ 3,920,908 | \$ 3,920,908 | \$ 3,540,244 | \$ 145,670 | \$ 3,685,913 | 94.0% | \$ 3,482,943 | 125.3% |
| Water Administration | 413,611 | 413,611 | 398,081 | 14,359 | 412,440 | 99.7% | 387,976 | 114.9% |
| Water Distribution | 2,251,525 | 2,251,525 | 1,892,659 | 31,786 | 1,924,445 | 85.5% | 1,761,413 | 130.5% |
| BMA Expenses | 4,893,763 | 4,893,763 | 3,413,106 | 635,099 | 4,048,205 | 82.7% | 6,678,096 | 223.9% |
| Transfers Out | 2,585,280 | 2,585,280 | 2,585,280 | - | 2,585,280 | 100.0% | 2,569,382 | 114.8% |
| Reserves | 294,520 | 294,520 | - | - | - | 0.0% | - | N.A. |
| Total | <u>\$ 14,359,607</u> | <u>\$ 14,359,607</u> | <u>\$ 11,829,369</u> | <u>\$ 826,913</u> | <u>\$ 12,656,283</u> | 88.1% | <u>\$ 14,879,810</u> | 153.6% |
| Changes in Fund Balance: | | | | | | | | |
| Fund Balance 7/1 | | | \$ 7,688,787 | | | | | |
| Net Revenue (Expense) | | | <u>(407,113)</u> | | | | | |
| Ending Fund Balance | | | <u>\$ 7,281,674</u> | | | | | |

SANITATION FUND

Statement of Revenue, Expenditures, and Changes in Fund Balances

100% 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 | \$ 6,055,185 | \$ 6,189,256 | \$ - | \$ 6,189,256 | 102.2% | \$ 5,781,146 | 100.0% |
| Investment Income | - | - | - | - | - | N.A. | - | N.A. |
| Miscellaneous | 173,239 | 45,669 | 138,296 | - | 138,296 | 79.8% | 166,394 | 100.0% |
| Transfers In | - | - | - | - | - | N.A. | - | N.A. |
| Total | \$ 6,228,424 | \$ 6,100,854 | \$ 6,327,552 | \$ - | \$ 6,327,552 | 101.6% | \$ 5,947,540 | 100.0% |
| Expenditures: | | | | | | | | |
| Sanitation | \$ 3,564,131 | \$ 3,564,131 | \$ 3,445,723 | \$ 86,220 | \$ 3,531,944 | 99.1% | \$ 3,265,009 | 100.0% |
| Transfers Out | 2,649,730 | 2,649,730 | 2,649,730 | - | 2,649,730 | 100.0% | 2,647,446 | 100.0% |
| Reserves | 134,997 | 134,997 | - | - | - | 0.0% | - | N.A. |
| Total | \$ 6,348,858 | \$ 6,348,858 | \$ 6,095,453 | \$ 86,220 | \$ 6,181,674 | 97.4% | \$ 5,912,455 | 100.0% |
| Changes in Fund Balance: | | | | | | | | |
| Fund Balance 7/1 | | | \$ 261,319 | | | | | |
| Net Revenue (Expense) | | | 232,098 | | | | | |
| Ending Fund Balance | | | \$ 493,417 | | | | | |

ALL OTHER FUNDS
Revenue Budget Report - Budget Basis

100% of Year Lapsed

| | <u>Budget</u> | <u>Actuals</u> | <u>Percent of Budget</u> |
|---|---------------|----------------|--------------------------|
| Special Revenue Funds: | | | |
| Economic Development Fund | 1,902,083 | 2,166,698 | 114% |
| E-911 Fund | 1,095,403 | 1,202,295 | 110% |
| Special Library Fund | 123,970 | 211,596 | 171% |
| Special Museum Fund | - | 57,105 | N/A |
| Municipal Airport Fund | 1,187,818 | 135,892 | 11% |
| Harshfield Library Donation Fund | - | - | N/A |
| Restricted Revenue Fund | 55,000 | 87,808 | 160% |
| Golf Course Memorial Fund | 72,750 | 81,806 | 112% |
| CDBG-COVID | - | - | N/A |
| ARPA | - | - | N/A |
| Justice Assistance Grant Fund | - | 7,185 | N/A |
| Neighborhood Park Fund | - | 4,195 | N/A |
| Cemetery Care Fund | 2,600 | 3,205 | 123% |
| Debt Service Fund | 4,818,069 | 4,624,495 | 96% |
| Capital Project Funds: | | | |
| Sales Tax Capital Improvement Fund | 3,603,280 | 4,195,018 | 116% |
| Park Capital Improvement Fund | - | - | N/A |
| Wastewater Capital Improvement Fund | - | 53,587 | N/A |
| Wastewater Regulatory Capital Fund | - | 50,261 | N/A |
| City Hall Capital Improvement Fund | 47,880 | 59,908 | 125% |
| Storm Drainage Capital Improvement Fund | - | 9,740 | 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 | 724,387 | 109% |
| Sooner Pool Operating Fund | 72,245 | 74,887 | 104% |
| Frontier Pool Operating Fund | 94,205 | 97,011 | 103% |
| Municipal Airport Operating | 585,975 | 752,709 | 128% |
| Internal Service Funds: | | | |
| Worker's Compensation Fund | 93,460 | 119,693 | 128% |
| Health Insurance Fund | 4,992,786 | 5,736,363 | 115% |
| Auto Collision Insurance Fund | 75,000 | 86,483 | 115% |
| Stabilization Reserve Fund | 1,291,774 | 1,291,774 | 100% |
| Capital Improvement Reserve Fund | 6,998,023 | 7,914,892 | 113% |
| Mausoleum Trust Fund | - | 568 | N/A |

ALL OTHER FUNDS

Expenditure Budget Report - Budget Basis

100% 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 | 1,132,771 | 92% |
| Special Library Fund | 230,970 | 207,038 | 90% |
| Special Museum Fund | 51,500 | 32,031 | 62% |
| Municipal Airport Fund | 1,268,714 | 268,323 | 21% |
| Harshfield Library Donation Fund | 382,568 | 18,248 | 5% |
| Restricted Revenue Fund | 352,568 | 116,426 | 33% |
| Golf Course Memorial Fund | 116,790 | 81,814 | 70% |
| CDBG-COVID | 485,378 | 485,378 | 100% |
| ARPA | 1,000,000 | 1,000,000 | 100% |
| 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 | 6,894,477 | 2,123,053 | 31% |
| Park Capital Improvement Fund | - | - | N/A |
| Wastewater Capital Improvement Fund | 104,701 | 74,999 | 72% |
| Wastewater Regulatory Capital Fund | 797,351 | 266,017 | 33% |
| 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 | 7,700 | 7,180 | 93% |
| 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 | 385,860 | 44,400 | 12% |
| 2021A G.O. Bond Fund | 521,244 | - | 0% |
| 2022 G.O. Bond Fund | 6,768,884 | 3,867,917 | 57% |
| 2023 G.O. Bond Fund | 6,900,000 | 500,849 | 7% |
| Proprietary Funds: | | | |
| Adams Golf Course Operating Fund | 677,817 | 676,601 | 100% |
| Sooner Pool Operating Fund | 79,562 | 59,377 | 75% |
| Frontier Pool Operating Fund | 97,787 | 68,075 | 70% |
| Municipal Airport Operating | 675,536 | 637,914 | 94% |
| Internal Service Funds: | | | |
| Worker's Compensation Fund | 430,000 | 152,639 | 35% |
| Health Insurance Fund | 5,756,531 | 5,753,530 | 100% |
| Auto Collision Insurance Fund | 490,206 | 99,846 | 20% |
| Stabilization Reserve Fund | 11,933,651 | - | 0% |
| Capital Improvement Reserve Fund | 13,396,373 | 5,767,152 | 43% |
| Mausoleum Trust Fund | 7,791 | - | 0% |

ALL OTHER FUNDS

Fund Balance Report - Modified Cash Basis

100% of Year Lapsed

| | <u>Beginning of Year</u> | <u>Change</u> | <u>Current</u> |
|---|--------------------------|---------------|----------------|
| Special Revenue Funds: | | | |
| Economic Development Fund | 3,688,119 | 293,905 | 3,982,024 |
| E-911 Fund | 143,165 | 69,524 | 212,689 |
| Special Library Fund | 328,430 | 10,021 | 338,451 |
| Special Museum Fund | 138,706 | 25,074 | 163,780 |
| Municipal Airport Fund | 78,128 | (78,128) | - |
| Harshfield Library Donation Fund | 453,736 | (18,114) | 435,622 |
| Restricted Revenue Fund | 287,186 | (27,521) | 259,665 |
| Golf Course Memorial Fund | 46,262 | 3,652 | 49,914 |
| CDBG-COVID | - | - | - |
| ARPA | 2,732,952 | (1,000,000) | 1,732,952 |
| Justice Assistance Grant Fund | 7,619 | 7,185 | 14,804 |
| Neighborhood Park Fund | 60,148 | 4,195 | 64,343 |
| Cemetery Care Fund | 10,033 | 3,005 | 13,038 |
| Debt Service Fund | 3,734,419 | (123,774) | 3,610,645 |
| Capital Project Funds: | | | |
| Sales Tax Capital Improvement Fund | 3,790,513 | 2,569,842 | 6,360,355 |
| Park Capital Improvement Fund | - | - | - |
| Wastewater Capital Improvement Fund | 162,204 | (21,412) | 140,792 |
| Wastewater Regulatory Capital Fund | 573,569 | (175,893) | 397,676 |
| City Hall Capital Improvement Fund | 125,411 | 54,708 | 180,119 |
| Storm Drainage Capital Improvement Fund | 56,884 | 2,293 | 59,177 |
| 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 | - | - | - |
| 2014B G.O. Bond Fund | 3,885 | - | 3,885 |
| 2015 G.O. Bond Fund | - | - | - |
| 2017 G.O. Bond Fund | - | - | - |
| 2018A G.O. Bond Fund | - | - | - |
| 2018B G.O. Bond Fund | 31,386 | - | 31,386 |
| 2018C G.O. Bond Fund | - | - | - |
| 2019A G.O. Bond Fund | 327,431 | - | 327,431 |
| 2019B G.O. Bond Fund | 385,860 | (35,219) | 350,641 |
| 2021A G.O. Bond Fund | 526,494 | - | 526,494 |
| 2022A G.O. Bond Fund | 6,765,084 | (3,652,881) | 3,112,203 |
| 2023 G.O. Bond Fund | - | 6,564,913 | 6,564,913 |
| Proprietary Funds: | | | |
| Adams Golf Course Operating Fund | 49,733 | 86,889 | 136,622 |
| Sooner Pool Operating Fund | 21,779 | 18,388 | 40,167 |
| Frontier Pool Operating Fund | 23,489 | 31,114 | 54,603 |
| Municipal Airport Operating | 313,459 | 117,795 | 431,254 |
| Internal Service Funds: | | | |
| Worker's Compensation Fund | 350,435 | (29,226) | 321,209 |
| Health Insurance Fund | 20,168 | (17,167) | 3,001 |
| Auto Collision Insurance Fund | 509,865 | (13,363) | 496,502 |
| Stabilization Reserve Fund | 11,933,651 | 1,291,774 | 13,225,425 |
| Capital Improvement Reserve Fund | 17,447,897 | 3,901,458 | 21,349,355 |
| Mausoleum Trust Fund | 8,141 | 568 | 8,709 |



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 Bartlesville, OK Examiner-Enterprise 7/27/2024, 7/31/2024, & 8/3/2024)

INVITATION FOR BIDS

**City of Bartlesville
Adams Golf Club Greens Renovation Project
Bid No. 2024-2025-004**

Notice is hereby given that the City of Bartlesville will receive sealed bids at the office of the City Clerk until **2:00 p.m.** on the 20th day of August, 2024 at such time bids will be opened and publicly read.

The project consists of furnishing all materials, labor, and expenses necessary to construct the project as called for in the plans and specifications on file in the Engineering Department, 3rd Floor, City Hall, 401 S. Johnstone, Bartlesville, Oklahoma 74003, (918) 338-4251. Plans, specifications, and contract documents may be examined in this office and are available at a nonrefundable charge of **\$25.00** or they can be requested and received via email at no charge (kdtoulou@cityofbartlesville.org).

No documents will be mailed until payment is received in full.

A mandatory pre-bid conference will be held on August 6th, 2024 at 2:00 p.m. in the City Hall, 3rd Floor Conference Room, 401 S. Johnstone, Bartlesville, Oklahoma.

The major work on the project shall consist of the following:

- Demolition of Existing Greens
- Reshaping of all Greens Complexes
- Construction of USGA Greens (111,480 SF)
- New Irrigation Greens Loops
- Sodding of All Disturbed Areas

Proposals shall be submitted in sealed envelopes and marked, "City Clerk, City Hall, 401 S. Johnstone, Bartlesville, Oklahoma 74003, **Adams Golf Club Greens Renovation Project, Bid No. 2024-2025-004**". Proposals shall be accompanied by a five percent (5%) bid guarantee.

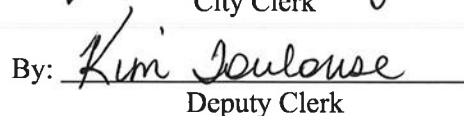
Each Bidder must deposit with his Bid, security in the amount, form, and subject to the conditions provided in the Information for Bidders. All Bids must be made on the required Bid form and Bidder shall be a record plan holder with the City.

The Owner reserves the right to waive any informality or to reject any or all Bids and select the lowest and best bid.

Bids received more than ninety-six (96) hours (excluding Saturdays, Sundays and Holidays) before the time set for receiving bids, as well as bids received after the time set for receipt of bids, will not be considered and will be returned unopened. No Bidder may withdraw his Bid within 30 days after the actual date of the opening thereof.

DATED this 24th day of July, 2024.


City Clerk

By: 
Deputy Clerk

(Published in Bartlesville, OK Examiner-Enterprise, July 27th, 31st & August 3rd.)

INVITATION FOR BIDS

City of Bartlesville
Bartlesville Police Evidence/property Room Firearm Sale
Bid No. 2024-2025-005

Notice is hereby given that the City of Bartlesville will receive sealed bids at the office of the City Clerk until 2:00 p.m. on the 7th day of August, 2024 at such time bids will be opened and publicly read.

The project consists of the sale of 139 firearms (pistols and long guns) that were purged from the Bartlesville Police Departments property/evidence room. The firearms were legally obtained through a public hearing to dispose of unclaimed personal property through the district court of Washington county on February 22nd 2024. The firearms are selling as one lot. The buyer must have a federal firearms license.

Proposals shall be submitted in sealed envelopes and marked, "City Clerk, City Center Building, 401 S. Johnstone, Bartlesville, Oklahoma 74003. **Bartlesville Police Department Property/Evidence Firearm Sale, BID NO. 2024-2025-005.**"


Bids received after the time set for receipt of bids will not be considered, and will be returned unopened.

The City of Bartlesville reserves the right to reject any or all proposals, and to select the highest and best bid.

DATED this 22nd day of July 2024.



City Clerk

By 

(Published in Bartlesville, OK Examiner-Enterprise 7/27/2024, 7/31/2024, & 8/3/2024)

INVITATION FOR BIDS
City of Bartlesville
Tuxedo Bridge over Caney River
Bid No. 2024-2025-006

Notice is hereby given that the City of Bartlesville will receive sealed bids at the office of the City Clerk until **2:00 p.m.** on the 20th day of August, 2024 at such time bids will be opened and publicly read.

The project consists of furnishing all materials, labor, and expenses necessary to construct the project as called for in the plans and specifications on file in the Engineering Department, 3rd Floor, City Hall, 401 S. Johnstone, Bartlesville, Oklahoma 74003, (918) 338-4251. Plans, specifications, and contract documents may be examined in this office and are available at a nonrefundable charge of **\$25.00** or they can be requested and received via email at no charge (kdtoulou@cityofbartlesville.org).

No documents will be mailed until payment is received in full.

A mandatory pre-bid conference will be held on August 6th, 2024 at 10:00 a.m. in the City Hall, 3rd Floor Conference Room, 401 S. Johnstone, Bartlesville, Oklahoma.

The major work on the project shall consist of the following:

BASE BID

| | | | |
|---------------|-----------|---------------|--|
| 854 | CY | 414(G) | PC Concrete for Pavement |
| 854 | SY | 414(E) | Full Depth P.C.C. Patch (Placement) |
| 248 | CY | 509(A) | Class AA Concrete |
| 190 | CY | 509(B) | Class A Concrete |
| 64,060 | LB | 511(B) | Epoxy Coated Reinforcing Steel |

Proposals shall be submitted in sealed envelopes and marked, “City Clerk, City Hall, 401 S. Johnstone, Bartlesville, Oklahoma 74003, **Tuxedo Bridge over Caney River, Bid No. 2024-2025-006**”. Proposals shall be accompanied by a five percent (5%) bid guarantee.

Each Bidder must deposit with his Bid, security in the amount, form, and subject to the conditions provided in the Information for Bidders. All Bids must be made on the required Bid form and Bidder shall be a record plan holder with the City.

The Owner reserves the right to waive any informality or to reject any or all Bids and select the lowest and best bid.

Bids received more than ninety-six (96) hours (excluding Saturdays, Sundays and Holidays) before the time set for receiving bids as well as bids received after the time set for receipt of bids will not be considered, and will be returned unopened. No Bidder may withdraw his Bid within 30 days after the actual date of the opening thereof.

DATED this 23th day of July, 2024.

Jason Muninger

City Clerk

By: **Kim Toulouse**

Deputy Clerk

(Published in Bartlesville, OK Examiner-Enterprise 8/7/2024, 8/14/2024, and 8/16/2024)

INVITATION FOR BIDS

City of Bartlesville Outdoor

LED Wall Package

Bid No. 2024-2025-007

Notice is hereby given that the City of Bartlesville will receive sealed bids at the office of the City Clerk until 2:00 p.m. on the 28th day of August 2024, at which time bids will be opened and publicly read. The award date will be the 3rd day of September 2024.

The project consists of furnishing all materials, labor, and expenses necessary to supply and install an outdoor LED package, chain hoist, and support systems as listed below. Question may be directed to the Community Development Department, 2nd Floor, City Hall, 401 S. Johnstone, Bartlesville, Oklahoma 74003 (918) 338-4238 or Ircurtis@cityofbartlesville.org.

The major work on the project shall consist of the following:

BASE BID

- 1 unit: 16.4' x 9.8' P2.97mm LED Wall (10 x 6 panels, 4 x 250mm by 250mm modules per panel, pixel density of 168x168 per panel)
- 2 units: Chain Hoist (2-ton load capacity, suitable for the entertainment industry, easy to operate, high efficiency, small hand pull, galvanized chain, effective to prevent rust, low clearance, and light steel structure)
- 1 unit: Adjustable Height Crank Stand Truss System for video board
- 1 unit: Ground Support – Goal Posts Lifting System for video board

Proposals shall be submitted in sealed envelopes and marked 'City Clerk, City Hall, 401 S. Johnstone, Bartlesville, Oklahoma 74003, Outdoor LED Package and Chain Hoist, Bid No. 2024-2025-007.

Proposals shall be accompanied by a five percent (5%) bid guarantee.

Each Bidder must deposit with his Bid security in the amount, form, and subject to the conditions provided in the Information for Bidders. All Bids must be made on the required Bid form and Bidder shall be a record plan holder with the City.

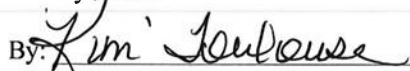
The Owner reserves the right to waive any informality or to reject any or all Bids and select the lowest and best bid.

Bids received more than ninety-six (96) hours (excluding Saturdays, Sundays, and Holidays) before the time set for receiving bids as well as bids received after the time set for receipt of bids will not be considered and will be returned unopened. No Bidder may withdraw his Bid within 30 days after the actual date of the opening thereof.

DATED this 31st day of July 2024.

 _____

City Clerk

By:  _____

Deputy Clerk

BID REVIEW RECOMMENDATION

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A. SUBJECT:

Discuss and take action to award Bid No. 2024-2025-004 for the Adams Golf Course Greens Renovation project.

B. ATTACHMENTS:

Heckenkemper Bid Recommendation
Bid Tabulation

II. PROJECT DESCRIPTION, STAFF COMMENTS AND ANALYSIS, AND BUDGET AMOUNT.

A. PROJECT DESCRIPTION:

This project has been identified in multiple General Obligation Bond (GO Bond) elections. The project was initially approved as a discretionary project in the 2020 GO Bond election. The intent of that project was to reconstruct half of the greens at Adams Golf Course. Additional funding was approved as part of the 2023 GO Bond election to fund replacement of all greens, including the chipping, putting, and nursery greens. The bids were set up to include the base bid consisting of replacing all 18 course greens along with the nursery, chipping, and putting greens. The base bid included all necessary components to upgrade the drainage and irrigation loops for each green. The bid also included six (6) Add Alternates and three (3) Deduct Alternates. The intent of the Deduct Alternates A-7 thru A-9 combined with Add Alternate A1 was to provide an option of only replacing the top four (4) inches of the newest greens rather than full reconstruction of those greens in case the bids came in too high to reconstruct all greens. Add Alternate A2 included rebuilding some of the greens collars with salvaged greens material. Add Alternate A3 included imported topsoil material to reconstruct the greens collars identified in A2. Add Alternate A4 included construction of 1,050 SF of cart trail. Add Alternate A5 included construction of 130 LF of cart trail curb. Add Alternate A6 included an upgrade to Tahoma 31 Bermuda Sod on the reconstructed collars.

B. COMMENTS:

In addition to advertising in the local newspaper, Dodge Reports, E-Plan Bidding, and Southwest Construction News, six (6) contractors obtained copies of the bid documents and attended the mandatory pre-bid meeting. Four (4) contractors submitted a bid. The base bids were as follows:

| | |
|---|----------------|
| Jonesplan, LLC (Tulsa, OK) | \$1,965,916.50 |
| Mid-America Golf & Landscape (Lee’s Summit, MO) | \$2,029,547.47 |
| United Golf, LLC (Tulsa, OK) | \$2,095,815.47 |
| Viridity, LLC (Village of Loch Lloyd, MO) | \$2,634,507.50 |

The bids were evaluated for addendums, bid bonds, line-item prices, and arithmetic. Each bid had all of the necessary components. Two of the bids had mathematical errors that altered the bid price, but this did not change the order of the bids.

C. BUDGET AMOUNT:

\$700,000.00 was originally budgeted for half of the greens in the 2023 issuance of the 2020 GO Bond. \$1,200,000 was budgeted to cover cost increase for half of the greens plus the remaining greens in the 2024 issuance of the 2023 GO Bond. The \$1,200,000 included in the 2023 GO Bond was determined based upon updated estimates in planning for that GO Bond election and with the understanding that the Lyon Foundation had committed an additional \$500,000 to supplement the public funds. Therefore, the total budget for the project is \$2,400,000. \$245,000 has been spent or encumbered to date for the Heckenkemper design contract and master plan contract, leaving \$2,155,000 available for construction. The lowest base bid by Jonesplan, LLC of \$1,965,916.50 is \$189,083.50 under the available budget. Adding Alternates A2, A3, A4, A5, and A6 increases the bid to \$2,041,297.50 which is still \$113,705.50 below the available budget.

III. RECOMMENDED ACTION

Jonesplan, LLC is a qualified bidder with the necessary golf course construction experience. They specialize in golf course and landscaping projects of a similar nature. The City of Bartlesville has contracted with Jonesplan previously on the Tower Center at Unity Square project. They have provided information confirming they have the bonding capacity and technical expertise to complete this project.

Our design consultant, Heckenkemper Golf Course Design, has provided a recommendation letter and staff recommends awarding the Base Bid and Alternates A2, A3, A4, A5, and A6 to Jonesplan, LLC in the amount of \$2,041,297.50.

/s/ Trevor Dorsey
 Council Member

August 28, 2024
 Date

Adams Golf Club Greens Renovation Project Bid Tabulation

City of Bartlesville

8/21/2024

| Item No. | Base Bid Line Item | Quantity | Unit | Architect's Estimate | | United Golf, LLC | | Viridity, LLC | | Mid-America Golf & Landscape | | Jonesplan, LLC | |
|--------------------------|--|----------|------|----------------------|-----------------|------------------|-----------------|---------------|-----------------|------------------------------|-----------------|----------------|-----------------|
| | | | | Unit Cost | Extended Cost | Unit Cost | Extended Cost | Unit Cost | Extended Cost | Unit Cost | Extended Cost | Unit Cost | Extended Cost |
| 1 | Mobilization & General Conditions | 1 | LS | \$ 175,000.00 | \$ 175,000.00 | \$ 213,038.16 | \$ 213,038.16 | \$ 500,000.00 | \$ 500,000.00 | \$ 301,025.64 | \$ 301,025.64 | \$ 85,000.00 | \$ 85,000.00 |
| 2 | Staking & Surveying - CIP | 1 | LS | \$ 20,000.00 | \$ 20,000.00 | \$ 3,646.81 | \$ 3,646.81 | \$ 15,000.00 | \$ 15,000.00 | \$ 11,630.77 | \$ 11,630.77 | \$ 12,000.00 | \$ 12,000.00 |
| 3 | Erosion Control & SWPPP Requirements - CIP | 1 | LS | \$ 20,000.00 | \$ 20,000.00 | \$ 11,378.76 | \$ 11,378.76 | \$ 20,000.00 | \$ 20,000.00 | \$ 21,766.67 | \$ 21,766.67 | \$ 8,000.00 | \$ 8,000.00 |
| 4 | Golf Course Demolition - CIP | 1 | LS | \$ 75,000.00 | \$ 75,000.00 | \$ 140,978.81 | \$ 140,978.81 | \$ 100,000.00 | \$ 100,000.00 | \$ 61,538.46 | \$ 61,538.46 | \$ 57,300.00 | \$ 57,300.00 |
| 5 | Golf Course Turf Removal - CIP | 6.07 | AC | \$ 10,000.00 | \$ 60,700.00 | \$ 6,422.47 | \$ 38,984.39 | \$ 6,250.00 | \$ 37,937.50 | \$ 4,984.58 | \$ 30,256.40 | \$ 6,500.00 | \$ 39,455.00 |
| | Schedule 1 - Site Preparation | | | | \$ 350,700.00 | | \$ 408,026.93 | | \$ 672,937.50 | | \$ 426,217.94 | | \$ 201,755.00 |
| 6 | Topsoil Management - CIP | 1 | LS | \$ 80,000.00 | \$ 80,000.00 | \$ 22,652.93 | \$ 22,652.93 | \$ 50,000.00 | \$ 50,000.00 | \$ 34,766.67 | \$ 34,766.67 | \$ 43,000.00 | \$ 43,000.00 |
| 7 | Rough Shaping - CIP | 1 | LS | \$ 120,000.00 | \$ 120,000.00 | \$ 48,807.28 | \$ 48,807.28 | \$ 300,000.00 | \$ 300,000.00 | \$ 121,025.64 | \$ 121,025.64 | \$ 97,000.00 | \$ 97,000.00 |
| | Schedule 2 - Earthwork | | | | \$ 200,000.00 | | \$ 71,460.21 | | \$ 350,000.00 | | \$ 155,792.31 | | \$ 140,000.00 |
| 8 | Greens Construction (USGA Method; 90/10 Mix) - CIP | 111,480 | SF | \$ 10.50 | \$ 1,170,540.00 | \$ 9.16 | \$ 1,021,156.80 | \$ 10.00 | \$ 1,114,800.00 | \$ 8.92 | \$ 994,401.60 | \$ 9.25 | \$ 1,031,190.00 |
| | Schedule 3 - Feature Construction | | | | \$ 1,170,540.00 | | \$ 1,021,156.80 | | \$ 1,114,800.00 | | \$ 994,401.60 | | \$ 1,031,190.00 |
| 9 | ADS N-12 Drain Pipe (6" Diam.) - CIP | 1,805 | LF | \$ 16.00 | \$ 28,880.00 | \$ 36.47 | \$ 65,828.35 | \$ 15.00 | \$ 27,075.00 | \$ 23.86 | \$ 43,067.30 | \$ 20.00 | \$ 36,100.00 |
| 10 | ADS Riser w/ Grate (12" Diam.) - CIP | 1 | EA | \$ 1,500.00 | \$ 1,500.00 | \$ 1,586.52 | \$ 1,586.52 | \$ 1,500.00 | \$ 1,500.00 | \$ 1,458.97 | \$ 1,458.97 | \$ 750.00 | \$ 750.00 |
| 11 | Bubbler Grate - CIP | 4 | EA | \$ 3,000.00 | \$ 12,000.00 | \$ 209.39 | \$ 837.56 | \$ 1,000.00 | \$ 4,000.00 | \$ 1,042.31 | \$ 4,169.24 | \$ 750.00 | \$ 3,000.00 |
| | Schedule 4 - Drainage | | | | \$ 42,380.00 | | \$ 68,252.43 | | \$ 32,575.00 | | \$ 48,695.51 | | \$ 39,850.00 |
| 12 | Irrigation Greens Loops - CIP | 1 | LS | \$ 75,000.00 | \$ 75,000.00 | \$ 152,561.95 | \$ 152,561.95 | \$ 110,000.00 | \$ 110,000.00 | \$ 20,256.41 | \$ 20,256.41 | \$ 258,500.00 | \$ 258,500.00 |
| 13 | Toro FLX35 Sprinkler - CIP | 79 | EA | \$ 1,800.00 | \$ 142,200.00 | \$ 825.39 | \$ 65,205.81 | \$ 1,200.00 | \$ 94,800.00 | \$ 952.52 | \$ 75,249.08 | \$ 750.00 | \$ 59,250.00 |
| 14 | Toro Quick Coupler - CIP | 21 | LS | \$ 400.00 | \$ 8,400.00 | \$ 444.44 | \$ 9,333.24 | \$ 600.00 | \$ 12,600.00 | \$ 491.45 | \$ 10,320.45 | \$ 750.00 | \$ 15,750.00 |
| | Schedule 5 - Irrigation | | | | \$ 225,600.00 | | \$ 227,101.00 | | \$ 217,400.00 | | \$ 105,825.94 | | \$ 333,500.00 |
| 15 | Fine Grading/Finish Shaping/Seedbed Prep - CIP | 6.00 | AC | \$ 7,500.00 | \$ 45,000.00 | \$ 15,274.69 | \$ 91,648.14 | \$ 6,350.00 | \$ 38,100.00 | \$ 13,675.21 | \$ 82,051.26 | \$ 11,000.00 | \$ 66,000.00 |
| 16 | Golf Course Sodding (Astro Bermuda) - CIP | 153,110 | SF | \$ 0.50 | \$ 76,555.00 | \$ 0.62 | \$ 94,928.20 | \$ 0.70 | \$ 107,177.00 | \$ 0.86 | \$ 131,674.60 | \$ 0.45 | \$ 68,899.50 |
| 17 | Greens Seeding (007XL Bentgrass) - CIP | 111,480 | SF | \$ 0.40 | \$ 44,592.00 | \$ 0.25 | \$ 27,870.00 | \$ 0.35 | \$ 39,018.00 | \$ 0.20 | \$ 22,296.00 | \$ 0.15 | \$ 16,722.00 |
| 18 | Site Clean-Up- CIP | 1 | LS | \$ 25,000.00 | \$ 25,000.00 | \$ 35,371.76 | \$ 35,371.76 | \$ 12,500.00 | \$ 12,500.00 | \$ 12,592.31 | \$ 12,592.31 | \$ 18,000.00 | \$ 18,000.00 |
| | Schedule 6 - Grassing | | | | \$ 191,147.00 | | \$ 249,818.10 | | \$ 196,795.00 | | \$ 248,614.17 | | \$ 169,621.50 |
| 19 | Engineer's Allowance | 1 | LS | \$ 50,000.00 | \$ 50,000.00 | \$ 50,000.00 | \$ 50,000.00 | \$ 50,000.00 | \$ 50,000.00 | \$ 50,000.00 | \$ 50,000.00 | \$ 50,000.00 | \$ 50,000.00 |
| | Schedule 7 - Miscellaneous | | | | \$ 50,000.00 | | \$ 50,000.00 | | \$ 50,000.00 | | \$ 50,000.00 | | \$ 50,000.00 |
| Base Bid Subtotal | | | | | \$ 2,230,367.00 | | \$ 2,095,815.47 | | \$ 2,634,507.50 | | \$ 2,029,547.47 | | \$ 1,965,916.50 |

| Item No. | Add. Alternate Bid Item | Quantity | Unit | Unit Cost | Cost | Unit Cost | Cost | Unit Cost | Cost | Unit Cost | Cost | Unit Cost | Cost |
|----------|--|----------|------|----------------|-----------------|----------------|-----------------|----------------|-----------------|-----------|-----------------|----------------|-----------------|
| A-1 | Greens Restoration (Remove Organic Layer & Replace 4" Mix) - CIP | 35,550 | SF | \$ 4.50 | \$ 159,975.00 | \$ 3.75 | \$ 133,312.50 | \$ 3.00 | \$ 106,650.00 | \$ 3.01 | \$ 107,005.50 | \$ 4.00 | \$ 142,200.00 |
| A-2 | Greens Collar Rebuild - CIP | 7,140 | SF | \$ 10.00 | \$ 71,400.00 | \$ 3.00 | \$ 21,420.00 | \$ 1.75 | \$ 12,495.00 | \$ 3.14 | \$ 22,419.60 | \$ 5.25 | \$ 37,485.00 |
| A-3 | Imported Topsoil - CIP | 175 | CY | \$ 45.00 | \$ 7,875.00 | \$ 103.93 | \$ 18,187.75 | \$ 55.00 | \$ 9,625.00 | \$ 143.35 | \$ 25,086.25 | \$ 50.00 | \$ 8,750.00 |
| A-4 | Cart Trail Construction - CIP | 1,050 | SF | \$ 12.00 | \$ 12,600.00 | \$ 22.00 | \$ 23,100.00 | \$ 10.00 | \$ 10,500.00 | \$ 11.15 | \$ 11,707.50 | \$ 16.00 | \$ 16,800.00 |
| A-5 | Cart Trail Curb - CIP | 130 | LF | \$ 18.00 | \$ 2,340.00 | \$ 40.00 | \$ 5,200.00 | \$ 20.00 | \$ 2,600.00 | \$ 13.63 | \$ 1,771.90 | \$ 60.00 | \$ 7,800.00 |
| A-6 | Tahoma 31 Bermuda Sod on Collars (36" W.) - CIP | 18,184 | SF | \$ 0.75 | \$ 13,638.00 | \$ 0.18 | \$ 3,273.12 | \$ 0.85 | \$ 15,456.40 | \$ 1.73 | \$ 31,458.32 | \$ 0.25 | \$ 4,546.00 |
| A-7 | DEDUCT - Greens Demolition for Restored Greens - CIP | 1 | LS | \$ (15,000.00) | \$ (15,000.00) | \$ (37,732.19) | \$ (37,732.19) | \$ (35,000.00) | \$ (35,000.00) | \$ - | \$ (15,286.50) | \$ (10,000.00) | \$ (10,000.00) |
| A-8 | DEDUCT - Rough Shaping for Restored Greens - CIP | 1 | LS | \$ (20,000.00) | \$ (20,000.00) | \$ (13,716.15) | \$ (13,716.15) | \$ (90,000.00) | \$ (90,000.00) | \$ - | \$ (29,862.00) | \$ (20,000.00) | \$ (20,000.00) |
| A-9 | DEDUCT- Greens Construction (USGA Method; 90/10 Mix) - CIP | 35,550 | SF | \$ (10.50) | \$ (373,275.00) | \$ (7.24) | \$ (257,382.00) | \$ (10.00) | \$ (355,500.00) | \$ - | \$ (247,072.50) | \$ (8.50) | \$ (302,175.00) |
| | Schedule 8 - Add. Alt. | | | | \$ (140,447.00) | | \$ (104,336.97) | | \$ (323,173.60) | | \$ (92,771.93) | | \$ (114,594.00) |




| | | | | | | | | | | | | | |
|---|--|--|--|--|-----------------|--|-----------------|--|-----------------|--|-----------------|--|-----------------|
| Add. Alternate Subtotal | | | | | \$ (140,447.00) | | \$ (104,336.97) | | \$ (323,173.60) | | \$ (92,771.93) | | \$ (114,594.00) |
| BASE BID PLUS ALL ADD. ALTERNATES SUBTOTAL | | | | | \$ 2,089,920.00 | | \$ 1,991,478.50 | | \$ 2,311,333.90 | | \$ 1,936,775.54 | | \$ 1,851,322.50 |

Adams Golf Club Greens Renovation Project Bid Tabulation

City of Bartlesville

8/21/2024

*CIP = Complete In Place

-  Math Error
-  Differing Totals
-  No Number Provided

This Bid Tabulation Sheet reflects corrected bid prices according to Bidder's Unit Cost Pricing times the estimated quantities listed in the Bid Form. Total numbers may vary from the total cost submitted by the Contractor in their Bid Form. We, the undersigned, do hereby certify that all bids on this Bid Tabulation Sheet were reviewed and there were no irregularities in the bids not otherwise noted and that said sums are true and correct to the best of my knowledge.

Submitted By:

Conor Cummings, Golf Course Architect



August 23, 2024

Micah Siemers, P.E., CFM
Director of Engineering
City of Bartlesville
401 S. Johnstone Ave.
Bartlesville, OK 74003

VIA EMAIL

RE: Adams Golf Club Greens Renovation Project

Mr. Siemers,

Bids were received from general contractors on the above referenced project on August 20, 2024 at 2:00 p.m. at the City of Bartlesville City Hall.

A summation of the lowest acceptable bid is shown below:

| <u>Company</u> | <u>Jonesplan, LLC</u> |
|--------------------|-----------------------|
| Base Bid | \$1,965,916.50 |
| Add. Alternate A-2 | \$37,485.00 |
| Add. Alternate A-3 | \$8,750.00 |
| Add. Alternate A-4 | \$16,800.00 |
| Add. Alternate A-5 | \$7,800.00 |
| Add. Alternate A-6 | \$4,546.00 |
| TOTAL BID | \$2,041,297.50 |

Based upon the review of the above, the apparent low bidder for the Adams Golf Club Greens Renovation Project is Jonesplan, LLC, with a Total Base Bid of \$1,965,916.50 and selected Alternates totaling \$75,381.00. Other add. alternates were not selected from the bid. The corrected Bid Tabulation information for each bidder is attached.

Heckenkemper Golf Course Design recommends the bid of Jonesplan, LLC of \$2,041,297.50 be accepted and placed on the City Council agenda for award of the construction contract.

Sincerely,
Heckenkemper Golf Course Design

A handwritten signature in black ink, appearing to read 'C. Cummings'.

Conor Cummings
Golf Course Architect

- I. **Subject:** Approval of Sale to the Highest Bidder for Bid #2024-2025-005 (139 Firearms from Evidence Room).
- a. **Attachments:**
 - b. Bidder List
 - c. (3) Bids

II. **Background:**

- a. The Bartlesville Police Department conducted a comprehensive inventory and audit of the property and evidence room throughout 2023. In collaboration with City Attorney Jess Kane, Captain Elkins ensured that all procedures adhered to state statute 11 OS §34-104 regarding the disposal of unclaimed items. As a result of a property hearing in district court on February 22, 2024, several lots of property were awarded to the Bartlesville Police Department, including a lot containing 139 firearms.

III. **Staff Comments and Analysis:**

- a. A sealed bid process was conducted through the City Clerk's office, resulting in three submitted bids. The highest bid, totaling \$16,124.00, was submitted by Black Rain Ordinance.
- b. **Legal Review:**
- c. Both Captain Elkins and City Attorney Jess Kane have reviewed the entire process to ensure compliance with state statute. All actions taken by the Bartlesville Police Department are within legal guidelines.
- d. **Budget Impact:**
- e. The proceeds from the sale of the firearms will be allocated to fund Flock Cameras for the Police Department, enhancing the department's operational capabilities.

IV. **Recommended Action:**

- a. Based on the above analysis and legal review, staff recommends approval of the sale of the lot of firearms to the highest bidder, Black Rain Ordinance, for \$16,124.00.

Approved by:

/s/ Loren Roszel, Councilmember
August 28, 2024

CITY OF BARTLESVILLE
BIDDERS LIST

| BID NUMBER | DESCRIPTION | ACCOUNT NUMBER | PROJECT | BUDGET AMOUNT |
|---------------|--|----------------|------------|---------------|
| 2021-2025-005 | Police Evidence Property Room Furniture Sale | | | |
| APPROVAL DATE | DATE OF PUBLICATION | OPENING DATE | AWARD DATE | P.O. # |
| | | | | |

| BIDDER | RECEIVED | BID AMOUNT | COMMENTS |
|---------------|----------|------------|----------|
| Living Line | | 9,135.89 | |
| King's Online | | 15,635.00 | |
| Black Rain | | 16,124.00 | |
| | | | |
| | | | |
| | | | |
| BIDDER | RECEIVED | BID AMOUNT | COMMENTS |
| | | | |

Firing Line

69400 E. HWY 60
Wyandotte, Ok. 74370

7/25/2024

Bartlesville Police Department Property/Evidence Firearm Sale
Re: BID NO. 2024-2025-005

Greetings,

The bid that we are submitting for exhibit "B" firearms is \$9135.89. We are a 07
Class 2 manufacturer.

Thank you,



Mike Friend
Firing Line
918-666-2788



P.O. BOX 1111
NEOSHO, MO 64850

P: 1-888-836-2620
F: 1-417-451-2811

MADE IN USA

To whom it may concern.

Reference: City of Bartlesville, Bartlesville Police Department Property/Evidence Room Firearm Sale, Bid No. 2024-2025-005.

Black Rain Ordnance, Inc. would like to personally thank the city of Bartlesville, OK. for the opportunity to bid on this one lot of 139 firearms offered up to sealed bid at 2:00 p.m. on the 7th day of August 2024. Black Rain Ordnance, Inc. has enclosed along with our official bid a copy of both our FFL (federal firearms license) and SOT (special operations tax) as requested/required.

Black Rain Ordnance, Inc. is offering in the amount of **\$16,124.00** (US DOLLARS) for this one lot of 139 firearms Bid No. 2024-2025-005. If or when it is deemed that Black Rain Ordnance, Inc. is the winner after all bids have been opened and publicly read then please understand that we are committed to and prepared to purchase this lot of firearms at the earliest convenience of the City of Bartlesville request.

Your direct contact information for our Law Enforcement Representative is: Alan Lewis, cell phone: (417) 217-4337, email: Alewis@blackrainordnance.com, you may also contact the company directly at: (888) 836-2620.

Respectfully,

Justin Harvel

President

Black Rain Ordnance, Inc.

P: 888.836.2620 M: 417.456.1920

E: jharvel@blackrainordnance.com

W: blackrainordnance.com

CLASS 7 FIREARMS MANUFACTURER

WWW.BLACKRAINORDNANCE.COM

BID REVIEW RECOMMENDATION

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A. SUBJECT:

Discuss and take action to award Bid No. 2024-2025-006 for the Tuxedo Bridge over Caney River.

B. ATTACHMENTS:

Bid Tabulation
Construction Plans

II. PROJECT DESCRIPTION, STAFF COMMENTS AND ANALYSIS, AND BUDGET AMOUNT.

A. PROJECT DESCRIPTION:

This project is a priority project included in the 2020 General Obligation Bonds (GO Bond). The project consists of deck reconstruction of the westbound Tuxedo Bridge over the Caney River, deck repairs to the eastbound Tuxedo bridge over the Caney River and Tuxedo bridge over the Caney River overflow, guardrail improvements, and concrete panel replacements near the bridges. All items of work were included in the Base Bid with no Bid Alternates.

B. COMMENTS:

In addition to advertising in the local newspaper, Dodge Reports, E-Plan Bidding, and Southwest Construction News, three (3) contractors obtained copies of the bid documents and three (3) contractors attended the mandatory pre-bid meeting. Three (3) contractors submitted a bid. The base bids were as follows:

| | |
|---|----------------|
| Becco Contractors, Inc. (Tulsa, OK) | \$3,267,000.00 |
| PBX Corporation (Sapulpa, OK) | \$3,576,880.88 |
| Wildcat Construction Co., Inc. (Topeka, KS) | \$2,783,519.00 |

The bids were evaluated for addendums, bid bonds, line-item prices, and arithmetic. All bids had all of the necessary components and were mathematically correct.

C. BUDGET AMOUNT:

This project, originally funded through the 2020 GO Bond, currently has a construction budget of \$1,310,000.00. Design fees were offset by allocation of surplus funds. The lowest compliant bid by Wildcat Construction Co, Inc of \$2,783,519.00 exceeds the available budget by \$1,473,519.00. Because the 2020 GO Bond has \$1,495,000.00 assigned to discretionary street projects, the project could be funded at the expense of multiple other projects.

III. RECOMMENDED ACTION

After receiving bids for the project, Engineering staff discussed the project and options with Guy Engineering, the consultant project engineer. Market factors, specific bid unit prices, and a reassessment of project needs indicate the most urgent project items could be addressed with a project of reduced scope at a cost savings that would be less impactful to other City of Bartlesville projects.

Staff recommends rejecting all bids and readvertise the project with a reduced scope.

/s/ Quinn Schipper

Council Member

August 29, 2024

Date

BID REVIEW RECOMMENDATION

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A. SUBJECT:

Discuss and take action to award Bid No. 2024-2025-007 for the LED Wall Package

B. ATTACHMENTS:

Bid Tabulation

II. PROJECT DESCRIPTION, STAFF COMMENTS AND ANALYSIS, AND BUDGET AMOUNT.

A. PROJECT DESCRIPTION:

The project aims to purchase and install a portable LED display wall that can be easily transported and utilized in various parks and public facilities across the city. This initiative is designed to enhance the city's ability to host events, provide information, and offer entertainment in different locations, creating a more dynamic and engaging public space.

B. COMMENTS:

The bid was advertised in the local newspaper. We received two bids as follows:

| | |
|--------------------------------------|--------------|
| Golden Rule Signs. (Shelbyville, KY) | \$59,200.00 |
| 1907 Productions (Tulsa, OK) | \$109,942.91 |

The bids were evaluated for addendums, bid bonds, line-item prices, and arithmetic. All bids had all of the necessary components and were mathematically correct.

C. BUDGET AMOUNT:

The Community Development Department successfully allocated \$48,500 for this project through careful budget management and strategic savings over the fiscal year. By identifying cost efficiencies in other areas and prioritizing key initiatives, the department was able to reserve these funds without impacting other essential services. This allocation demonstrates the department's commitment to enhancing community amenities and ensuring that public spaces continue to evolve to meet the needs of Bartlesville residents.

III. RECOMMENDED ACTION

The city council should consider rejecting all bids for the project as they have come in significantly over budget. Market factors and specific bid unit prices indicate that the current proposals exceed our financial capacity. A reassessment of project needs suggests that the most urgent elements of the project could be addressed with a reduced scope, leading to significant cost savings. This approach would be less impactful to other City of Bartlesville projects, allowing us to prioritize essential services and maintain fiscal responsibility.

Staff recommends rejecting all bids and readvertise the project with a reduced scope.

Larry R. Curtis, Community Development Director

8/28/2024

CITY OF BARTLESVILLE
BIDDERS LIST

| BID NUMBER | DESCRIPTION | ACCOUNT NUMBER | PROJECT | BUDGET AMOUNT |
|---------------|---------------------|----------------|------------|---------------|
| 2024-2025-007 | LED wall package | | | |
| APPROVAL DATE | DATE OF PUBLICATION | OPENING DATE | AWARD DATE | P.O. # |
| | | 8/28/24 | 9/3/24 | |

| BIDDER | RECEIVED | BID AMOUNT | COMMENTS |
|----------------------------------|----------|-------------------------|----------|
| Cam Covany | | 59,200.00 | |
| Joshua Kimbri / 1907 Productions | | 109,942.91 tax included | |
| | | | |
| | | | |
| | | | |

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

CASE NOS. PUD-0724-0043/44 – Public hearing and possible action on a request for a new Planned Unit Development (PUD) and Site Development Plan for 3.26 acres at the southeast corner of Southport Drive and Washington Boulevard/US HWY 75.

Attachments:

- (1) Ordinance
- (2) Planning Commission Staff Report and Attachments

The site currently consists of four unplatted parcels, zoned General Commercial/Planned Unit Development (C-5/PUD). The existing structures on the site include a former hotel, a medical marijuana dispensary and residential buildings, which will be demolished to accommodate the proposed new car dealership.

Zoning history of the site includes three approved cases in 2004 (hotel), 2009 (drive-thru snack shop), and 2014 (no proposed development at the time, but several uses excluded).

II. STAFF COMMENTS AND ANALYSIS

The request involves a new Planned Unit Development (PUD) and Site Development Plan for 3.26 acres at the southeast corner of Southport Drive and Washington Boulevard/US Hwy 75. The applicant, Dan Keleher on behalf of Patriot Hyundai, seeks to develop an automobile dealership with a service area and outdoor display on the site. The proposed dealership building will occupy the southern portion of the site, with an outdoor car display and parking area to the north.

The proposed use of the site for new automobile sales and service is permitted by right in the existing C-5 zoning and is not excluded under the current PUDs. The PUD overlay allows for flexibility in design while maintaining compatibility with adjacent uses.

PUD modifications are as follows:

- Landscaping: Reduce the required residential buffer on the southern portion from 20 feet to 15 feet.
- Non-Permitted Items: Prohibit intercom/loudspeaker systems and corrugated metal siding.
- Excluded Uses: Uses previously excluded by approval of 2014 rezoning & PUD – listed in attached Design Statement from the applicant.

Due to portions of the site being within the floodway and 100-year floodplain, development on the site will require the approval of a floodplain development permit prior to the issuance of building permits.

The site's current unplatted status necessitates the platting of the property before a Certificate of Occupancy can be issued. This process will consolidate the four parcels into a single lot and establish the

necessary easements for access and utilities. Platting will also allow for the formalization of the limits of access along Washington Boulevard, ensuring controlled entry and exit points for the site.

In their regular meeting held August 27, 2024, the Planning Commission recommended approval of PUD-0724-0043/44 per staff recommendation. Staff recommended approval subject to the following conditions:

- Maintain or replace existing trees as part of the residential protection screening behind the elevated car display. If the existing trees cannot be maintained or replaced, an alternative residential protection screening method from the Zoning Regulations is required.
- Obtain a floodplain development permit before issuance of any building permits.
- Plat the property before issuance of a Certificate of Occupancy.
- If the property is platted, no additional Site Development Plan will be required is all PUD Design Statement requirements are met.

No one signed up to speak during the public hearing on this item.

III. RECOMMENDED ACTION

Planning Commission recommended approval of the requests by a vote of 7-0, subject to the following conditions:

- Maintain or replace existing trees as part of the residential protection screening behind the elevated car display. If the existing trees cannot be maintained or replaced, an alternative residential protection screening method from the Zoning Regulations is required.
- Obtain a floodplain development permit before issuance of any building permits.
- Plat the property before issuance of a Certificate of Occupancy.
- If the property is platted, no additional Site Development Plan will be required is all PUD Design Statement requirements are met.

A public hearing to consider this request for approval of a Planned Unit Development and Site Development Plan has been scheduled for the Bartlesville City Council on Tuesday, September 3, 2024. The City Council is requested to hold this public hearing and make a final decision on this request.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE LAND USE AND ZONING MAP OF THE CITY OF BARTLESVILLE, AND AMENDING THE ZONING MAP ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF BARTLESVILLE BY CHANGING THE BOUNDARY OF THE USE DISTRICT SO THAT CERTAIN AREAS HEREIN DESCRIBED AND LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF BARTLESVILLE, OKLAHOMA SHALL BE CHANGED FROM C-5/PUD TO C-5/PUD (NEW PUD) AND ACKNOWLEDGING THE APPROVAL OF A SUPPLEMENTAL DESIGNATION PLANNED UNIT DEVELOPMENT (CASE NO. PUD-0724-0043/44).

WHEREAS, a petition was heretofore filed with the Planning Commission of the City of Bartlesville requesting that the real estate described in Exhibit A attached hereto, located in the City of Bartlesville, be rezoned from C-5/PUD (General Commercial/Planned Unit Development) to C-5/PUD (New Planned Unit Development) and materials were submitted relative to a certain supplemental designation Planned Unit Development and Site Development Plan relative to all of the real property described in Exhibit A; and

WHEREAS, the Bartlesville City Planning Commission considered said request at a public hearing on August 27, 2024, and following public input and discussion, submitted its report to the City Council with a recommendation for approval of a supplemental designation Planned Unit Development and;

WHEREAS, after receipt of said report recommending approval of the request with conditions, the City Council thereafter gave due public notice of hearing to be held relative to said proposed changes, which notice stated the nature and purpose of said proposed changes, gave the time and place of said hearing and stated where copies of the proposed changes were available for inspection prior to the time of said hearing; and

WHEREAS, on September 3, 2024, said hearing was duly held by the City Council; and

WHEREAS, on September 3, 2024 said City Council approved said rezoning and supplemental designation planned unit development.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BARTLESVILLE, OKLAHOMA:

Section 1. That the land use and zoning map of the City of Bartlesville approved by the City Council on December 19, 1966, on file in the office of the City Clerk of the City of Bartlesville, Oklahoma, be and the same is hereby amended by re-establishing the boundary of the use districts so that the following described real estate located in the City of Bartlesville, County of Washington, Oklahoma, containing 3.26 acres be rezoned from C-5/PUD to C-5/PUD (New PUD):

SOUTHEAST CORNER OF SOUTHPORT DRIVE AND WASHINGTON BOULEVARD/US HWY 75
SEE LEGAL DESCRIPTION IN ATTACHED EXHIBIT A

Section 2. That the PUD pertaining to Case No. PUD-0724-0043/44 relative to all of the real property described in Exhibit A is hereby approved with the following conditions:

1. Maintain or replace existing trees as part of the residential protection screening behind the elevated car display. If the existing trees cannot be maintained or replaced, an alternative residential protection screening method from the Zoning Regulations is required.
2. Obtain a floodplain development permit before issuance of any building permits.
3. Plat the property before issuance of a Certificate of Occupancy.
4. If the property is platted, no additional Site Development Plan will be required if all PUD Design Statement requirements are met.

Section 3. That the materials submitted in connection with the case are hereby approved and adopted and are incorporated herein by reference.

PASSED by the City Council and **APPROVED** by the Mayor of the City of Bartlesville, Oklahoma this 3rd day of September, 2024.

Dale Copeland, Mayor

ATTEST:

Jason Muninger, CFO/City Clerk

Exhibit A

COMPOSITE DESCRIPTION PREPARED FOR PUD

**PROPERTY DESCRIPTION (PREPARED BY JAMES C. FIELDER, OK PLS #1674,
DATED**

7/18/2024):

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4) OF SECTION TWENTY-EIGHT (28) IN TOWNSHIP TWENTY-SIX (26) NORTH OF RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN, WASHINGTON COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NW/4 OF SAID SECTION 28; THENCE N 88°57'37" E ALONG THE SOUTH LINE OF SAID NW/4 A DISTANCE OF 113.50 FEET TO THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY #75 AND THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SOUTH LINE, N 01°09'54.11 W ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 532.80 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE PLATTED SOUTHPORT DRIVE TO THE CITY OF BARTLESVILLE; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, N 88°56'19" E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 202.88 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 1213, PAGES 875-878 AND RECORDED IN THE WASHINGTON COUNTY CLERK'S OFFICE; THENCE ALONG THE WESTERLY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 1213, PAGES 875-878 THE FOLLOWING COURSES: THENCE S 09°08'51" EA DISTANCE OF 293.81 FEET; THENCE N 88°57'37" EA DISTANCE OF 74.30 FEET; THENCE S 01°10'09.11 EA DISTANCE OF 242.00 FEET TO SAID SOUTH LINE OF THE NW/4; THENCE S 88°57'37" W ALONG SAID SOUTH LINE A DISTANCE OF 318.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3.26 ACRES, MORE OR LESS.



COMMUNITY DEVELOPMENT DEPARTMENT STAFF REPORT

TO: Bartlesville City Planning Commission

FROM: Holly Mayhew, Planner I

DATE: August 27, 2024

CASE NO. PUD-0724-0043/44

Subject: Public hearing and possible action on a request for a new Planned Unit Development (PUD) and Site Development Plan for 3.26 acres at the southeast corner of Southport Drive and Washington Boulevard/US Hwy 75. The request is submitted by Dan Keleher on behalf of Patriot Hyundai.

GENERAL INFORMATION:

Applicant: Dan Keleher on behalf of Patriot Hyundai

Requested Action: Approval of a new PUD and Site Development Plan

Location: SE corner of Southport Drive and Washington Boulevard/US Hwy 75

Area: 3.26 Acres

Floodplain: Located within Floodway, 100-year, and 500-year Floodplains

Present Land Use: Vacant Commercial Buildings, Residential

Proposed Land Use: New Automobile Sales and Service

Zoning: C-5 (General Commercial)/PUD

ADJACENT ZONING AND LAND USE:

North: C-3 – Right of Way/Drainage & RS-12 – Single-Family Residence

South: Outside City Limits; Vacant

West: C-3/PUD – Single-Family Residence

East: RS-7 – Vacant

ZONING HISTORY:

2004, Case No. PC-04-11-RZ/PUD/SDP: Approved rezoning from C-3 to C-5/PUD and a Site Development Plan for a hotel on the 1.5-acre property at 2696 SE Washington Blvd.

2009, Case No. PC-09-02-RZ/PUD/SDP: Approved rezoning from RS-12 to C-5/PUD and a Site Development Plan for a drive-thru snack shop on the 0.5-acre property at 2700 SE Washington Blvd.

2014, Case No. PC-14-10-RZ/PUD: Approved rezoning from RS-12 to C-5/PUD for properties at 2710 and 2882 Washington Blvd. No specific uses were proposed at that time, however a list of specific uses normally permitted in C-5 were excluded. The subject PUD proposes to maintain the same use restrictions.

ANALYSIS:

The request involves a new Planned Unit Development (PUD) and Site Development Plan for 3.26 acres at the southeast corner of Southport Drive and Washington Boulevard/US Hwy 75. The applicant, Dan Keleher on behalf of Patriot Hyundai, seeks to develop an automobile dealership with a service area and outdoor display on the site, which currently includes a mix of vacant commercial buildings and residential structures.

Existing Conditions:

The site consists of four unplatted parcels, with current zoning of C-5/PUD. The existing structures on the site, including a former hotel, a medical marijuana dispensary, and residential buildings, will be demolished to accommodate the new development. The site is characterized by a significant topographical slope upward to the east, which has influenced the design and layout of the proposed development.

Zoning and Land Use Compatibility:

The proposed use of the site for new automobile sales and service is consistent with the existing C-5 zoning and is not excluded under the current PUD regulations. The surrounding land uses and zoning designations include commercial, residential, and undeveloped properties, which create a mixed-use environment. The PUD overlay allows for flexibility in design while maintaining compatibility with adjacent uses.

Site Design:

The proposed dealership building will occupy the southern portion of the site, with an outdoor car display and parking area to the north. The building, approximately 18,000 square feet in size, will feature materials such as glass and architectural aluminum panels, adhering to the Hyundai prototype design. Notably, corrugated metal siding is explicitly prohibited, maintaining a higher aesthetic standard for any development of the property.

Landscaping and Residential Protection:

Due to the site's topography, an existing retaining wall approximately 8 feet in height runs along the northern end of the eastern property line. The applicant proposes to continue this wall along the southern portion to provide residential protection screening, in conjunction with existing trees. The proposed PUD requests a reduction in the residential buffer from 20 feet to 15 feet on the southern end, which staff finds reasonable given the site constraints and the additional screening provided by the wall and landscaping. The applicant also proposes to display vehicles in the space behind/above the existing retaining wall, utilizing existing trees to screen them from view to the east.

Access and Circulation:

The development will utilize existing access points from Washington Boulevard and Southport Drive, with minimal changes to the current access configuration. The Southport Drive access will be retained, providing adequate ingress and egress for the site. The site's proximity to Washington Boulevard/US Hwy 75, a major arterial, ensures high visibility and accessibility for the dealership.

Utilities and Infrastructure:

Water and sewer services are available to the site, though easements will need to be established for existing utility lines running through the property. The boundary survey indicates an 8-inch sewer main along the west side of the site. Additionally, a new fire hydrant may be necessary to meet fire code requirements for the new building. Sidewalk infrastructure is partially in place along the site's frontage, but new sidewalk construction will be required to complete the pedestrian network along Washington Boulevard. The existing sidewalk is located partially on the subject property and will need to be placed in easement as well.

Floodplain Considerations:

Portions of the site are located within the Floodway, 100-year, and 500-year floodplains. As such, any development on the site will require the approval of a floodplain development permit prior to the issuance of building permits. This ensures that the development complies with floodplain management regulations and minimizes potential risks.

Platting Requirements:

The site's current unplatted status necessitates the platting of the property before a Certificate of Occupancy can be issued. This process will consolidate the four parcels into a single lot and establish the necessary easements for access and utilities. Platting will also allow for the formalization of the limits of access along Washington Boulevard, ensuring controlled entry and exit points for the site.

PUD MODIFICATIONS REQUESTED:

- **Landscaping:** Reduce the required residential buffer on the southern portion from 20 feet to 15 feet.
- **Excluded Uses:** Several uses, including airport services, mobile home sales, and warehouse storage, are excluded.
- **Non-Permitted Items:** Prohibit intercom/loudspeaker systems and corrugated metal siding.

PUBLIC NOTICE:

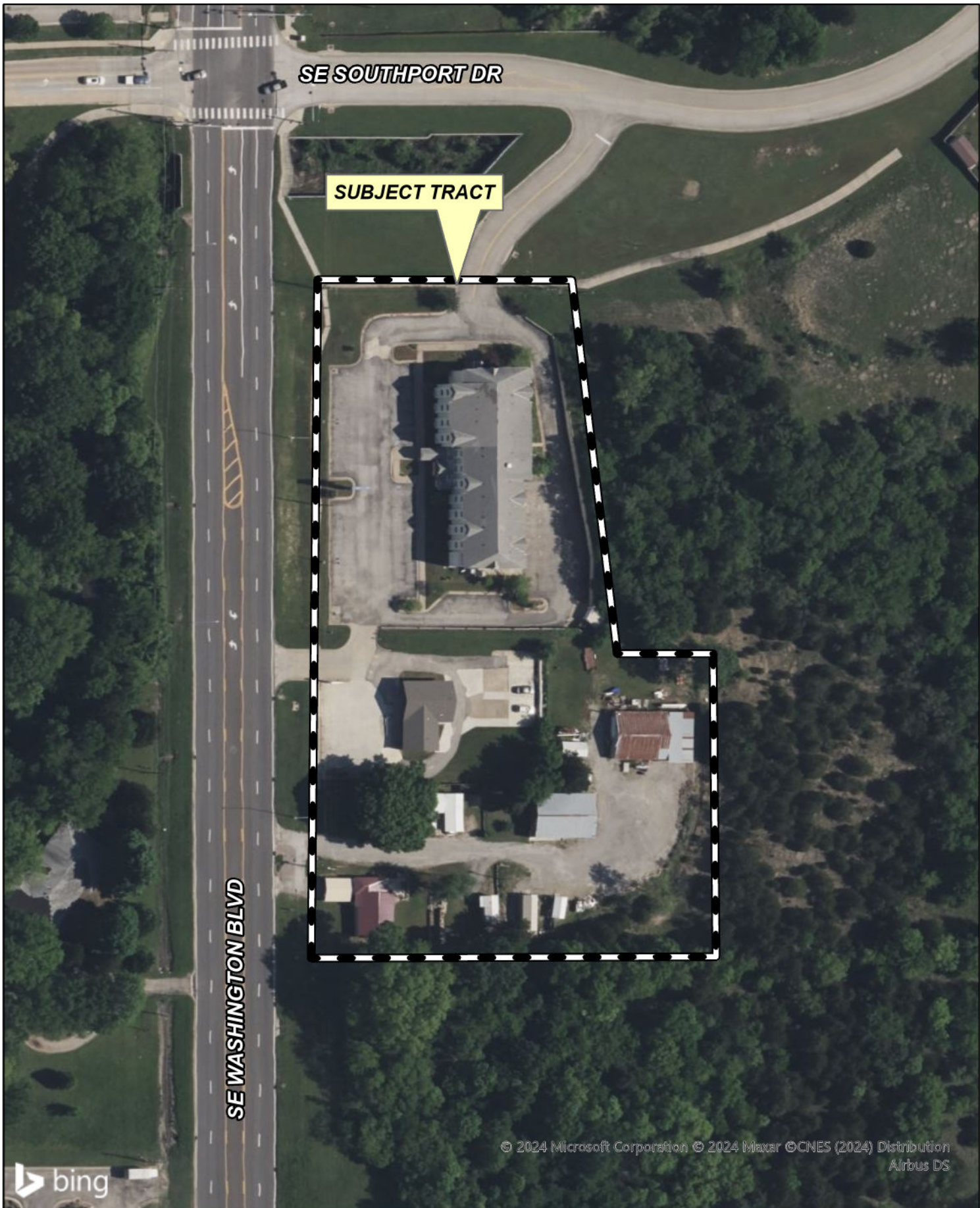
Property owners within 300 feet were notified, and two signs were posted on-site. A public hearing notice was also published in the Bartlesville Examiner-Enterprise. The applicant also hosted a citizen participation meeting, though no attendees were present, and no opposition to the proposal has been received.

STAFF RECOMMENDATION:

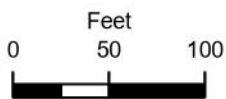
Staff recommends approval of Case No. PUD-0724-0043/44, subject to the following conditions:

1. Maintain or replace existing trees as part of the residential protection screening behind the elevated car display. If the existing trees cannot be maintained or replaced, an alternative residential protection screening method from the Zoning Regulations is required.
2. Obtain a floodplain development permit before issuance of any building permits.
3. Plat the property before issuance of a Certificate of Occupancy.
4. If the property is platted, no additional Site Development Plan will be required if all PUD Design Statement requirements are met.

ATTACHMENTS: Location Map, Aerial Image, Zoning Map, Floodplain Map, Contours, Design Statement, Site Development Plan, Landscape Plan, Architectural Elevation & Floorplan, Boundary Survey, Community Participation Results.



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Subject Tract

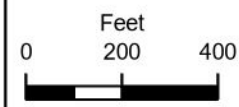
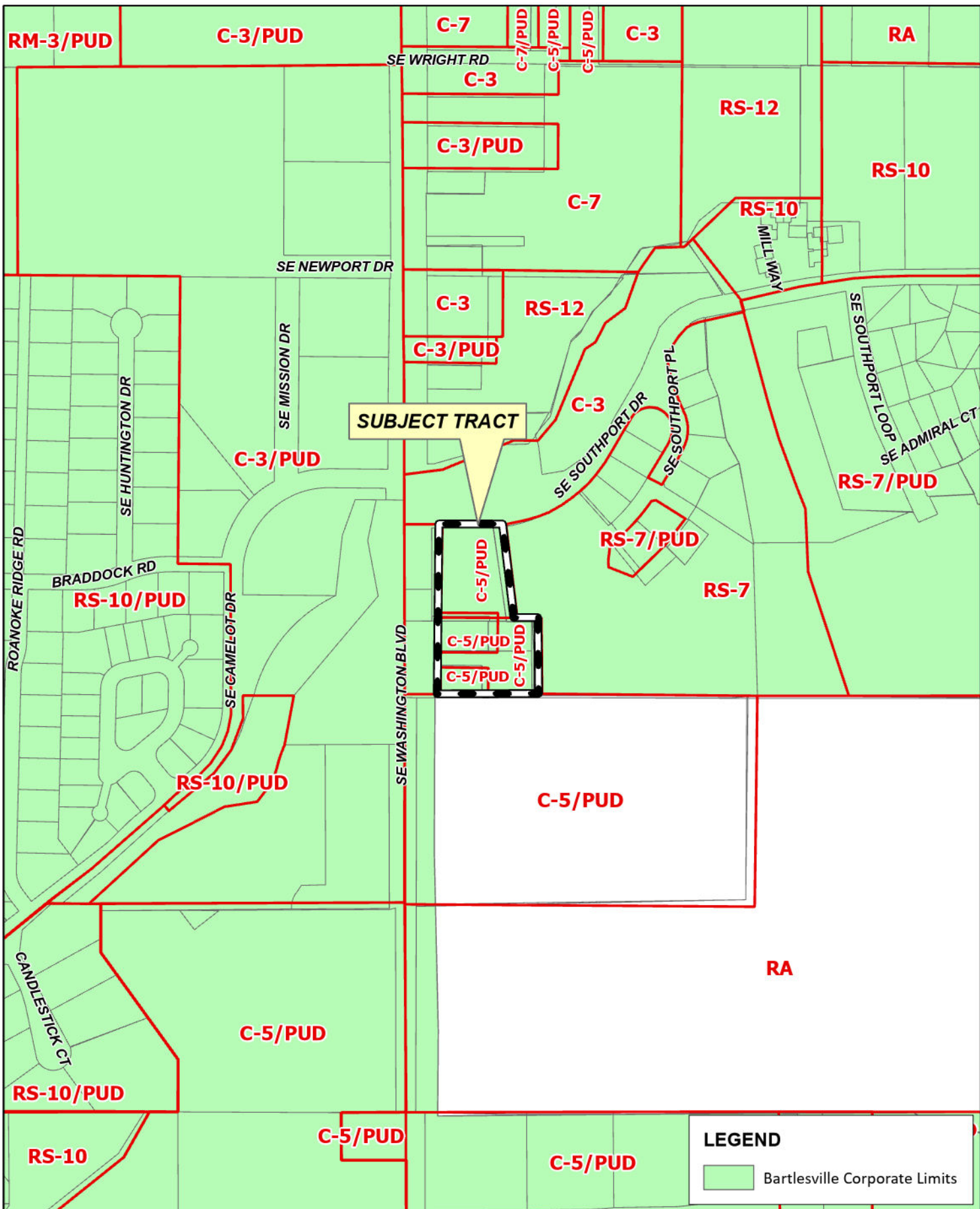
PUD-0724-0043/44

26-13 28

Note: Graphic overlays may not precisely align with physical features on the ground.

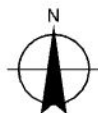
Aerial Photo Date: 2023

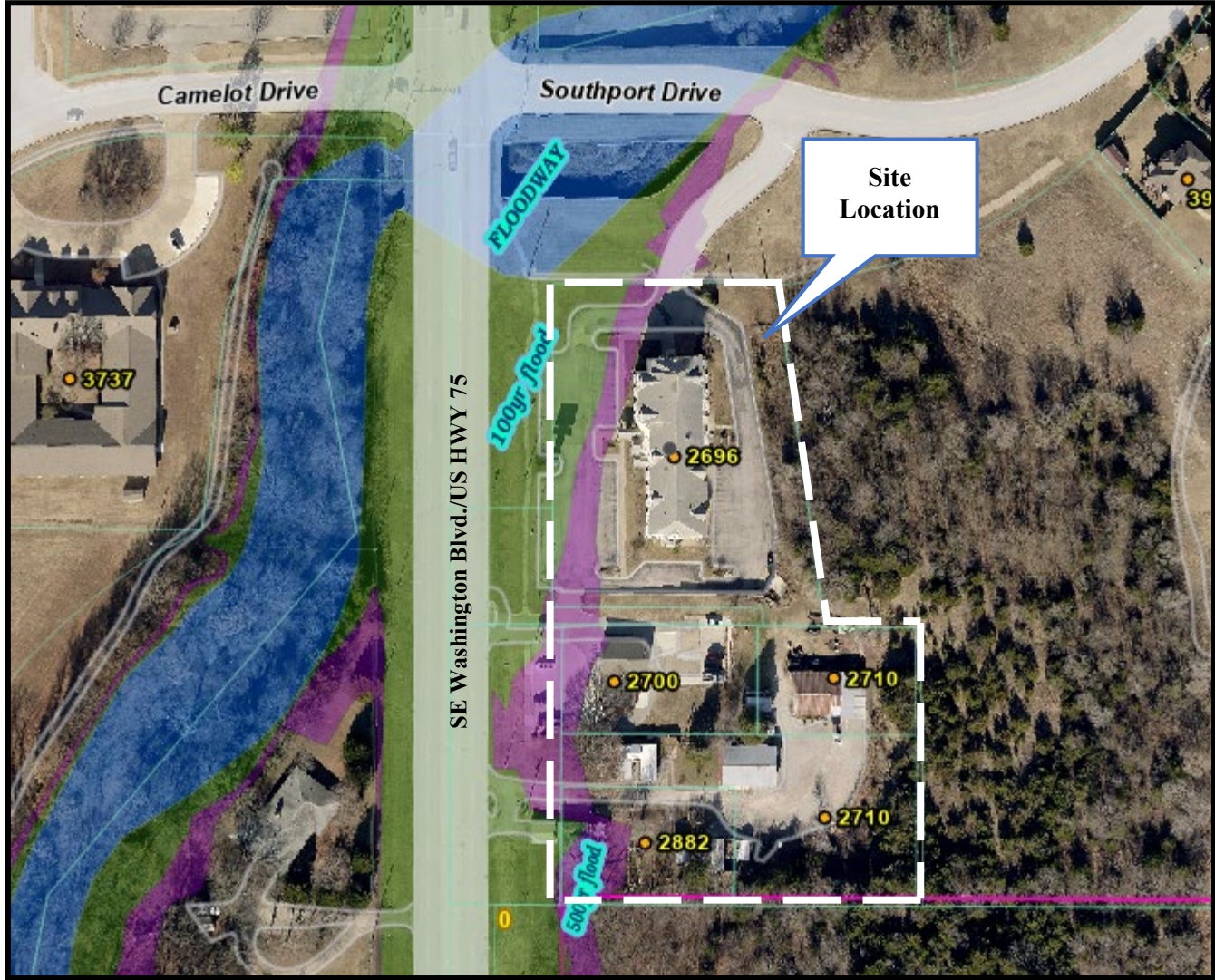


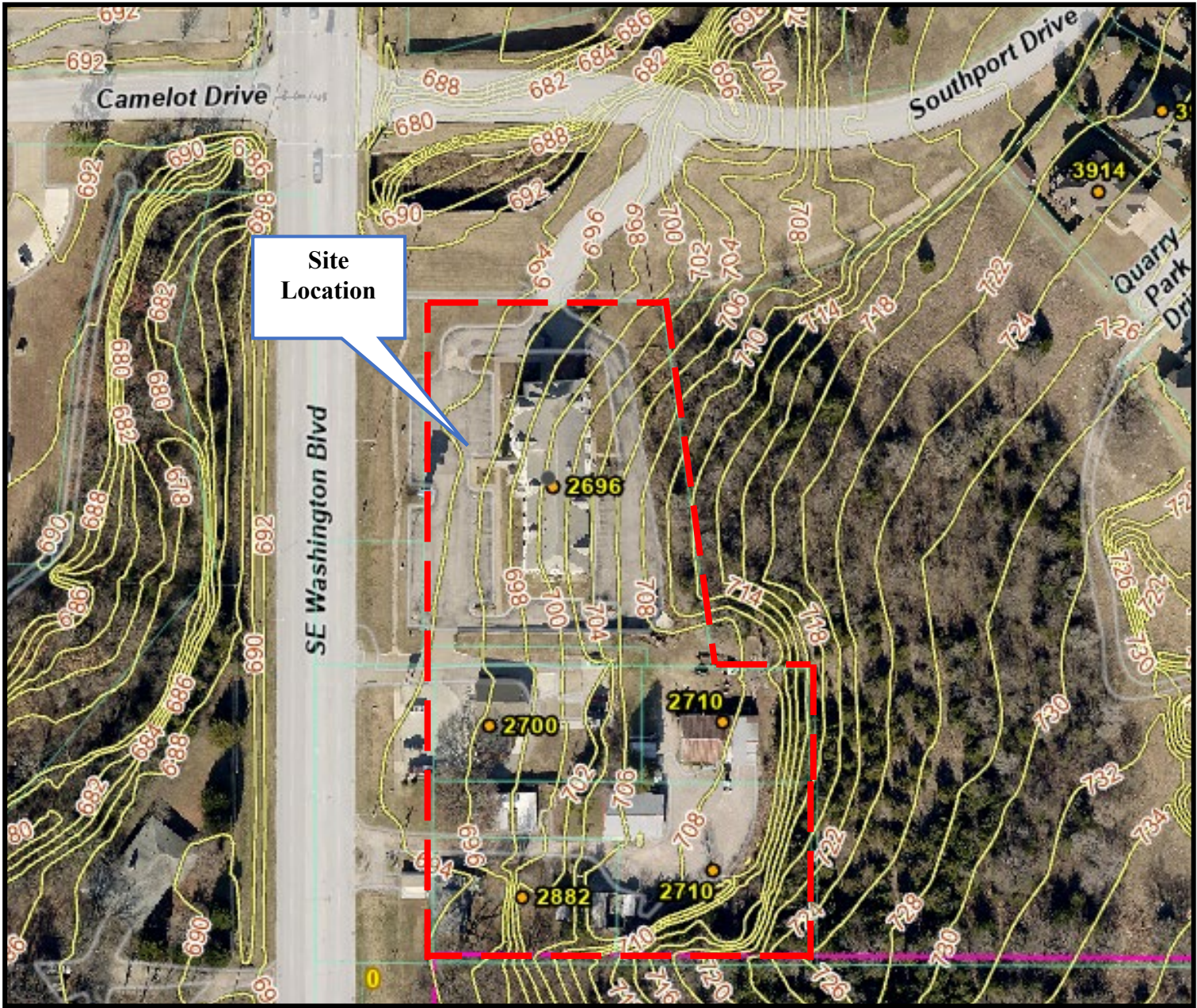


PUD-0724-0043/44

26-13 28







SITE PLAN REVIEW AND
PLANNED UNIT DEVELOPMENT FOR:

PATRIOT HYUNDAI

BARTLESVILLE, OKLAHOMA

KELEHER ARCHITECTS |

DAN KELEHER JR., PLLC, AIA

KELEHER ARCHITECTS | ARCHITECTURE AND INTERIOR DESIGN | COMMERCIAL AND RESIDENTIAL

918-333-8855 PO BOX 1361, BARTLESVILLE, OK 74005 WWW.KELEHERARCHITECTS.COM

Patriot Hyundai Bartlesville, Oklahoma

A. Development Concept

Patriot Hyundai of Bartlesville proposes a new 3.26 acre development for a car dealership, service area and outdoor car display area located on the southeast corner of Southport Drive and Washington Blvd/US Hwy 75. Four separate properties would be consolidated into one property. Current addresses are 2696, 2700, 2710 and 2882 S. Washington. Current zoning is C-5/PUD. The proposed use is permitted by right in C-5 (General Commercial). Therefore, the owner is requesting approval of a new PUD and Site Development Plan.

The various properties have been through several different PUD cases. In those certain use restrictions were put on the properties. The Owner is agreeable to maintaining the restrictions in those cases. The dealership building will be located on the southern portion of the site. Because of the topography, a retaining wall will need to be on the East side of site and a portion of the south side of site. The building itself will be approximately 18,000 S.F. of space.

The Exterior materials will be based on the Hyundai prototype design. Materials include glass and architectural aluminum panels and the showroom section facing Washington Blvd. The exterior service areas on north, south, and east sides are a combination of painted CMU and EIFs finish system. Renderings are attached.

Excluded Uses

- Airport sales, Services, Rental, Repair
- Automobile, bus, or truck body work or painting
- Auditorium, Arena, Coliseum, or similar facility
- Freight depot: railroad and/or truck
- Heliport
- Machine Shop
- Manufacturing, Low Impact
- Mobile home sales
- Storage or warehousing (enclosed) other than accessory to permitted commercial use.
- Welding service
- Well drilling contractor, yard or shop
- Wholesale establishment, including storage

Patriot Hyundai Bartlesville, Oklahoma

B. General Provisions

Landscape

Landscaping will be in accordance with City of Bartlesville Zoning Regulations except may be modified herein. We will be using the methodology to the move the interior landscape to the perimeter of the site. Residential protection screening in the form of an 8 foot tall retaining wall was installed. A similar new retaining wall is proposed along the remaining eastern boundary of the subject property. There are existing trees east of the 4 southern lots providing screening. Existing trees as screening will have to be kept alive or replaced if they die.

Signage

A monument sign is located on the plan and will be per Hyundai Standards and within City of Bartlesville regulations. It will be very similar to the current monument sign on Hyundai's existing site.

Access

The existing north drive will be utilized to access site from Southport Drive. We are requesting to keep the existing two curb cuts on Washington Blvd. in roughly the same location to facilitate truck circulation. Trucks would typically access the site at night to deliver parts. Sidewalk is existing along Southport Drive and most of Washington Blvd. where abutting the subject property. Existing sidewalk will be maintained or repaired if damaged. New sidewalk will be installed where required.

Non-Permitted Items

- No intercom/loudspeaker communication system is permitted.
- No corrugated metal facade siding is permitted.

Utilities/Drainage

The property abuts Washington Blvd. and Southport Drive. Water and sewer utilities are available from either of these streets. Storm drainage will be directed either to the 36" pipe along Washington Blvd. or to the drainage basin located north of site at Southport Drive. Details will be worked on with staff. There is 100-year floodplain along the west/northwest part of the property. The large existing drainage structure was constructed during previous development to accommodate it.

Platting Requirements

Owner understands a new plat will be required prior to building permit.

Schedule

Owner plans to begin construction in 4th quarter of 2024 or early 2025.

C. Development Standards

| | |
|---|--|
| Net Land Area | ±3.26 acres (Gross) |
| Permitted Uses: | As permitted by right or Special Zoning Permit in the C-5 Zoning District and customary accessory use except for uses previously excluded. |
| Maximum Allowable Floor Area (.50 FAR): | |
| Minimum Lot Size: | 5,000 SF |
| Minimum Building Setbacks: | |
| From Washington Blvd right of way | 50 ft. |
| From South port Drive right of way | 25 ft. |
| From Residential Zoned District | 40 ft. |
| From south lot line | 0 ft. |
| Maximum Building Height: | 35 feet/2 stories |
| Off-Street Parking | As required by the applicable use, per the Zoning Regulations for the Bartlesville Area. |
| Minimum Landscaped Area: | Per landscape ordinance. Except a portion of the 20 ft Residential Protection Screening Landscape buffer area is requested to be 15 ft as shown in exhibits. |
| Other Bulk and Area Requirements: | As established within the C-5 district. |

PRELIMINARY
NOT FOR
CONSTRUCTION

% REVIEW SET

KELEHER ARCHITECTS
DAN KELEHER, JR., PLLC AIA
PO Box 1361
BARTLESVILLE, OK 74003
WWW.KELEHERARCHITECTS.COM 918-333-8855

REVISIONS

A NEW BUILDING/ADDITION/RENOVATION FOR
PATRIOT HYUNDAI

PROJECT LOCATION:
2896 So Washington Boulevard
Bartlesville, Oklahoma

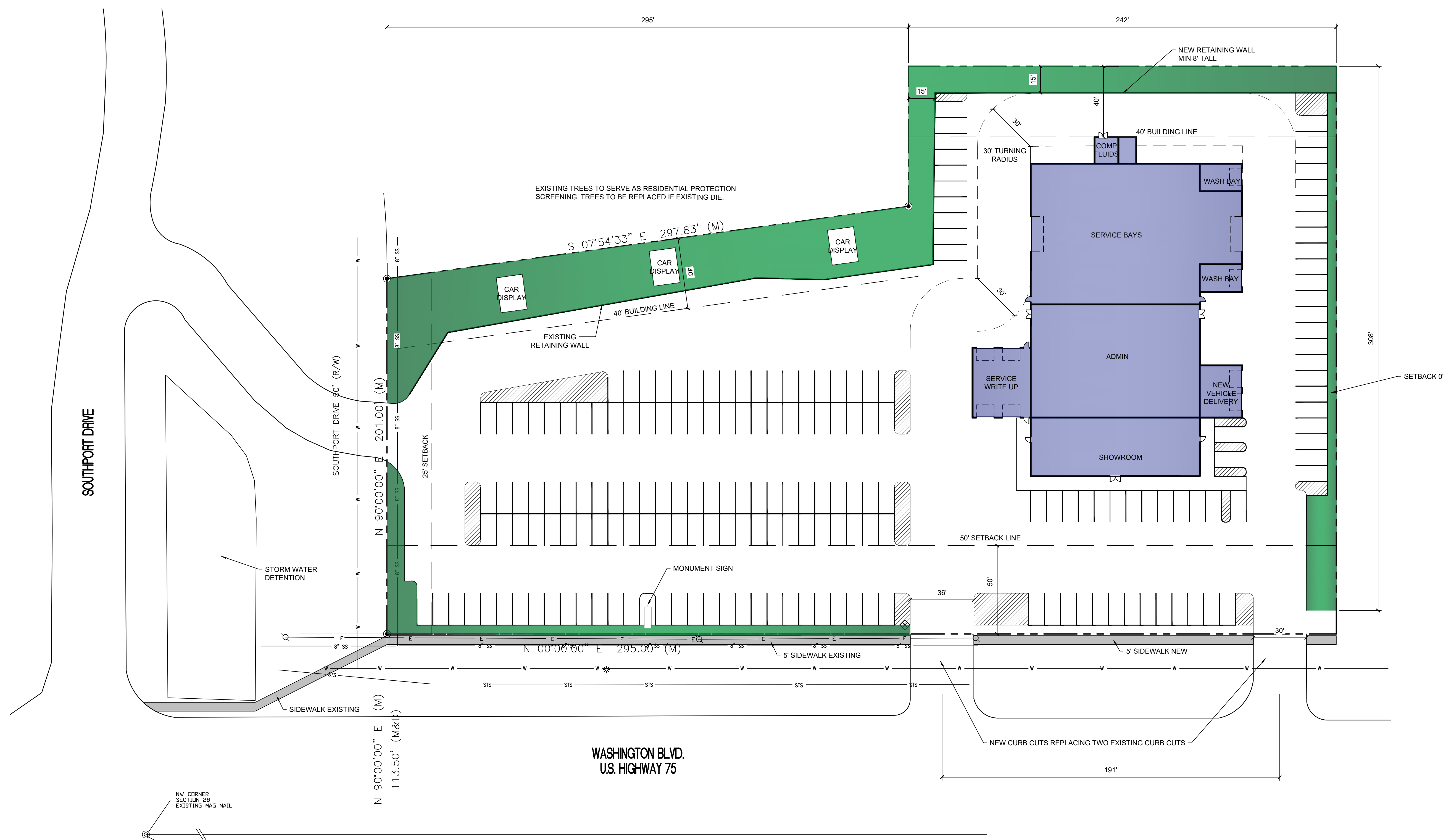
Date 07/31/2024

SHEET DATA:
ARCHITECTURAL
SITE PLAN

Drawn By EIK Checked By DJK

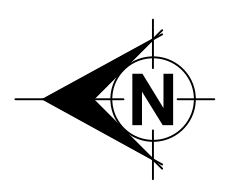
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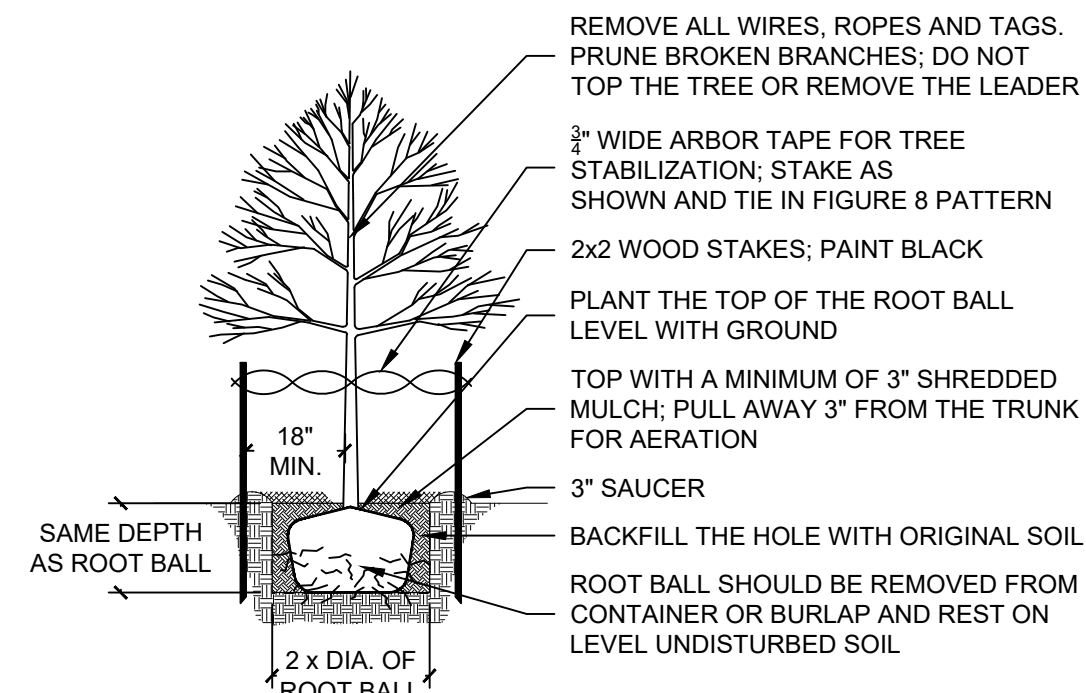
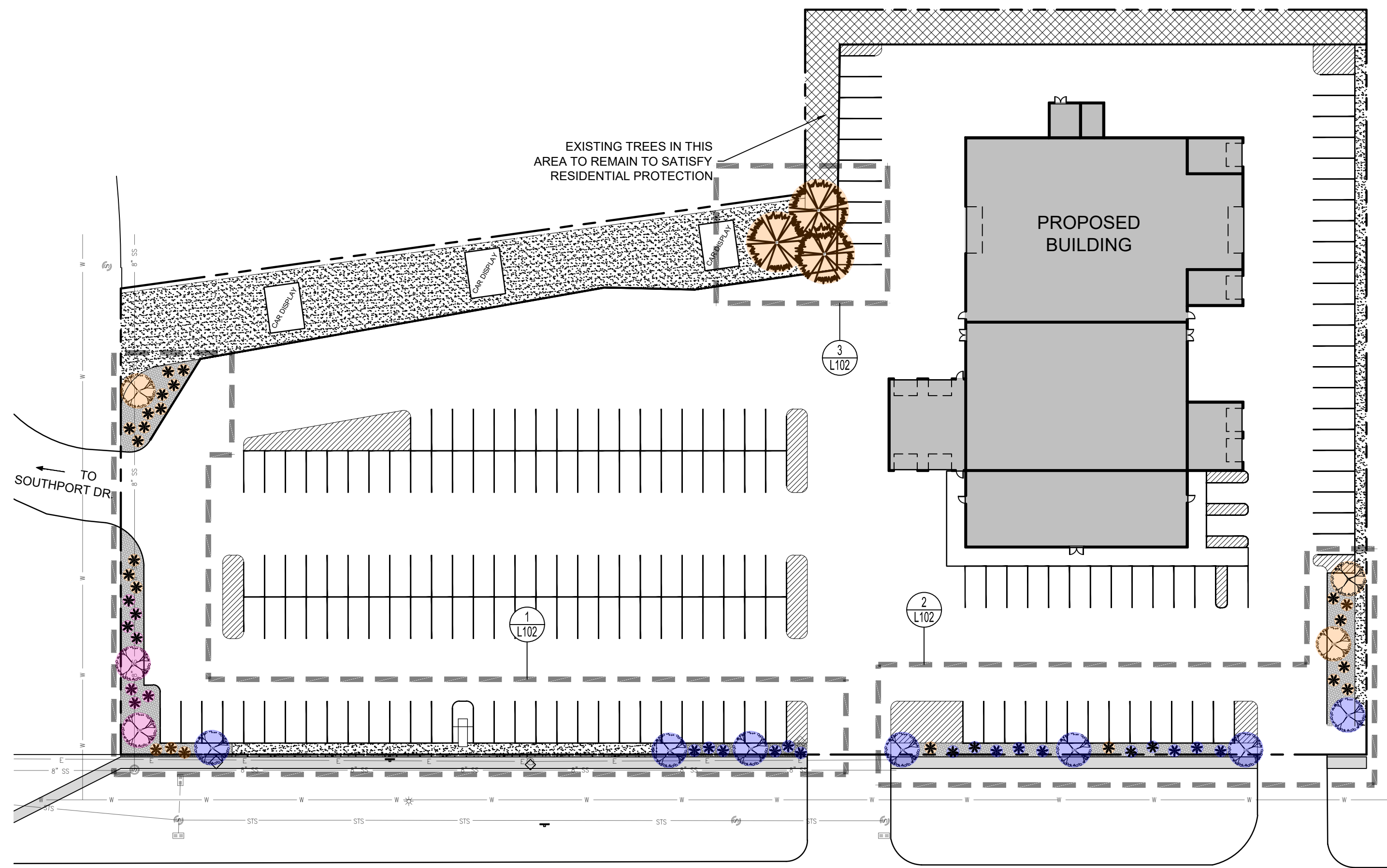
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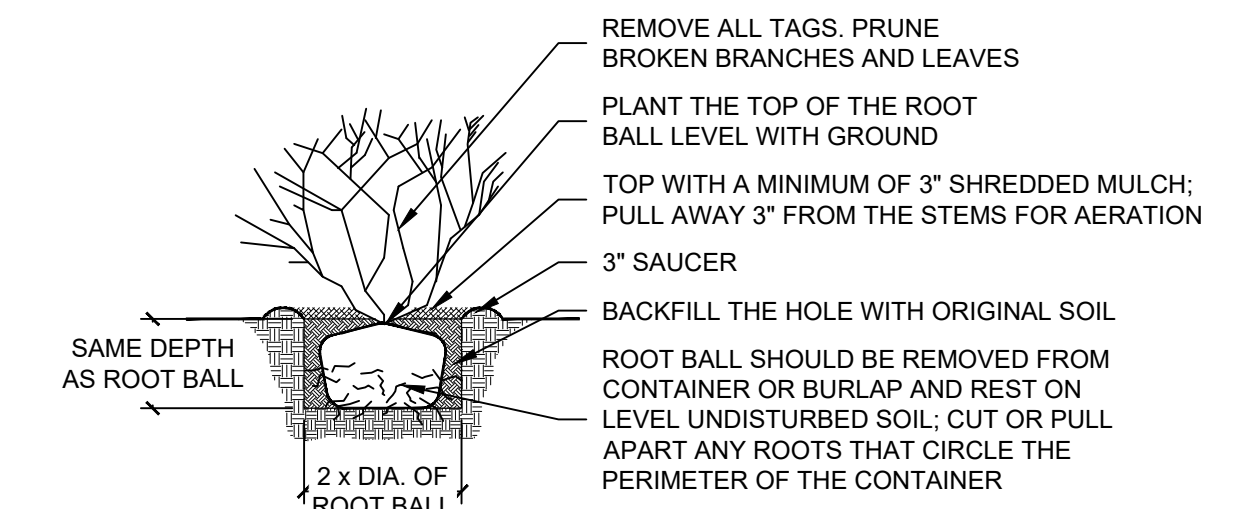
| PARKING | |
|--------------------------|-----|
| HANDICAP PARKING SPACES: | 4 |
| STANDARD PARKING SPACES: | 182 |
| TOTAL PARKING SPACES: | 186 |

1 SITE PLAN
SCALE: 1" = 30'

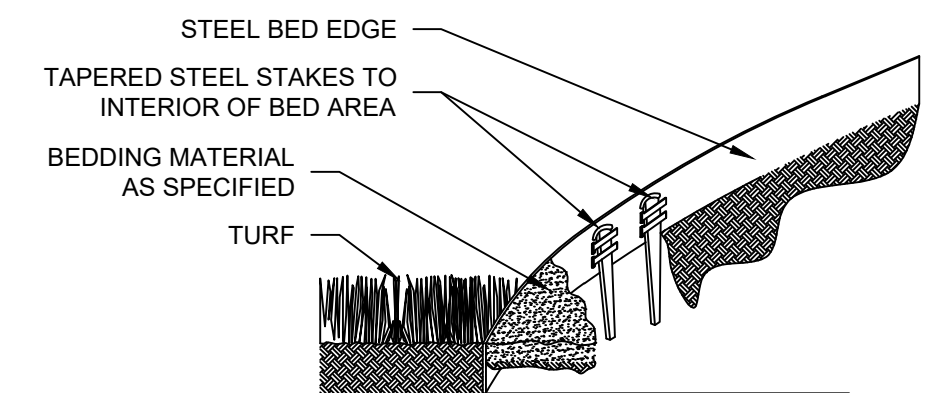




A TREE PLANTING & STAKING DETAIL
NTS



B SHRUB PLANTING DETAIL
NTS



C STEEL BED EDGING DETAIL
NTS

1 LANDSCAPE PLAN
SCALE: 1" = 40'

WASHINGTON BLVD. / U.S. HWY 75

LANDSCAPE SUMMARY

| STREET FRONTAGE | POINTS REQUIRED | | LANDSCAPING USED TO MEET REQUIREMENTS | | | | | | | POINTS PROVIDED | POINTS REQUIRED | | | |
|-----------------------------------|--|---|---------------------------------------|----------------|------------|-------------------------------|-----------------------------|-----------------|-----|-----------------|--|-----|-----|-----|
| | FRONTAGE (FT) | POINTS | QUANTITY | TYPE | EVERGREEN | SIZE REQUIREMENTS AT PLANTING | SIZE REQ'S AT MATURITY | POINTS PER ITEM | | | | | | |
| WASHINGTON BLVD | 538 | STREET FRONTAGE POINTS (217 FEET * .40) = | 215 | 0 | LARGE TREE | yes | 2" CALIPER & 8' IN HEIGHT | 30' TALL | 14 | 0 | 216 | 172 | | |
| | | 80% IN TREE PLANTING = | 172 | 16 | SMALL TREE | yes | 1.5" CALIPER & 6' IN HEIGHT | 15' TALL | 10 | 160 | | | | |
| | 40% OF THE OVERALL STREET FRONTAGE WITH 80% OF THE POINTS BEING ACHIEVED BY TREE PLANTING. LANDSCAPING SHALL BE ALONG THE STREET FRONTAGE WITHIN A MIN 5' WIDE LANDSCAPE STRIP | | | 7 | SMALL TREE | no | 1.5" CALIPER & 6' IN HEIGHT | 15' TALL | 8 | 56 | | | | |
| | 0 | MEDIUM SHRUB | no | 2' IN HEIGHT | 5' TALL | 2 | 0 | | | | | | | |
| | 0 | SMALL SHRUB | no | 1.5' IN HEIGHT | 3' TALL | 1 | 0 | | | | | | | |
| TREE POINTS ALONG WASHINGTON BLVD | | | | | | | | | 216 | 172 | TOTAL STREET FRONTAGE POINTS ALONG WASHINGTON BLVD | | 216 | 215 |
| SOUTHPORT | 201 | STREET FRONTAGE POINTS (217 FEET * .40) = | 80 | 0 | LARGE TREE | yes | 2" CALIPER & 8' IN HEIGHT | 30' TALL | 14 | 0 | 70 | 64 | | |
| | | 80% IN TREE PLANTING = | 64 | 7 | SMALL TREE | yes | 1.5" CALIPER & 6' IN HEIGHT | 15' TALL | 10 | 70 | | | | |
| | 40% OF THE OVERALL STREET FRONTAGE WITH 80% OF THE POINTS BEING ACHIEVED BY TREE PLANTING. LANDSCAPING SHALL BE ALONG THE STREET FRONTAGE WITHIN A MIN 5' WIDE LANDSCAPE STRIP | | | 2 | SMALL TREE | no | 1.5" CALIPER & 6' IN HEIGHT | 15' TALL | 8 | 16 | | | | |
| | 0 | MEDIUM SHRUB | no | 2' IN HEIGHT | 5' TALL | 2 | 0 | | | | | | | |
| | 0 | SMALL SHRUB | no | 1.5' IN HEIGHT | 3' TALL | 1 | 0 | | | | | | | |
| TREE POINTS ALONG SOUTHPORT | | | | | | | | | 70 | 64 | TOTAL STREET FRONTAGE POINTS ALONG SOUTHPORT | | 86 | 80 |
| OFF-STREET PARKING OPTION B | 186 | PARKING LOT POINTS = | 279 | 3 | LARGE TREE | yes | 2" CALIPER & 8' IN HEIGHT | 30' TALL | 14 | 42 | 262 | 140 | | |
| | | 50% IN TREE PLANTING = | 140 | 22 | SMALL TREE | yes | 1.5" CALIPER & 6' IN HEIGHT | 15' TALL | 10 | 220 | | | | |
| | PARKING SPACES PROVIDED X 1.5 POINTS - 50% OF THE POINTS MUST BE ACHIEVED BY TREE PLANTING WITHIN 15 FEET OF THE PERIMETER OF THE PARKING LOT PAVEMENT | | | 3 | SMALL TREE | no | 1.5" CALIPER & 6' IN HEIGHT | 15' TALL | 8 | 24 | | | | |
| | 0 | MEDIUM SHRUB | no | 2' IN HEIGHT | 5' TALL | 2 | 0 | | | | | | | |
| | 0 | SMALL SHRUB | no | 1.5' IN HEIGHT | 3' TALL | 1 | 0 | | | | | | | |
| TREE POINTS | | | | | | | | | 262 | 140 | TOTAL OFF-STREET PARKING POINTS | | 286 | 279 |

PLANT LEGEND

| SYMBOL | QUANTITY | COMMON NAME | BOTANICAL NAME | EVERGREEN |
|-----------|----------|--|---|-----------|
| | 46 | HORSTMANN BLUE ATLAS CEDAR | CEDRUS ATLANTICA GLAUCA 'HORSTMANN' | YES |
| CM | 12 | RED ROCKET CRAPE MYRTLE | LAGERSTROEMIA INDICA 'WHIT IV PP#11342' | NO |
| P | 3 | LOBLOLLY PINE | PINUS TAEDA | YES |
| | 1,436 SY | BERMUDAGRASS SOD | | |
| | 4,174 SF | BLACK MULCH | | |
| | 260 LF | STEEL BED EDGE | | |
| | | WASHINGTON BOULEVARD STREET FRONTAGE TREES | | |
| | | SOUTHPORT DRIVE STREET FRONTAGE TREES | | |
| | | PARKING LOT TREES | | |
| | | 6' WOOD PRIVACY FENCE | | |
| | | RESIDENTIAL PROTECTION | | |

LANDSCAPE NOTES

Provide min. 3" deep mulch at all tree and shrub plantings; mulch to be measured after mulch has been wet down. Provide metal landscape edging where indicated on drawing. Cover entire surface within landscape edging with min. 3" mulch. All trees except those planted within a curbed island to have a minimum 3' diameter metal landscape edging border. Topsoil provided by dirt contractor; landscaper to provide fine grading. Mulch to be black shredded cypress mulch. Underground irrigation to be installed in all areas showing trees and shrubs. Drip sprinklers to be installed in planters. All disturbed areas to be sodded 4' put from improvements.

SOD NOTES

Minimum of 3" topsoil provided by dirt contractor
Landscaper to provide fine grading
Lay sod strips in a checkerboard pattern to prevent joints from lining up
All disturbed areas to be sodded 4' out from all improvements
In areas exceeding a 3:1 slope secure sod with wooden sod stakes

PRELIMINARY
NOT FOR
CONSTRUCTION

% REVIEW SET

KELEHER ARCHITECTS
DAN KELEHER, JR., PLLC AIA
PO Box 1361
BARTLESVILLE, OK 74003
WWW.KELEHERARCHITECTS.COM
918-333-8855

REVISIONS

A NEW BUILDING/ADDITION/RENOVATION FOR
PATRIOT HYUNDAI

PROJECT LOCATION:
2896 So Washington Boulevard
Bartlesville, Oklahoma

Date 08/14/2024

SHEET DATA:
LANDSCAPE PLAN

Drawn By BWC
Checked By DJK

Sheet No.

L101

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REVISIONS

| | |
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| | |

A NEW BUILDING/ADDITION/RENOVATION FOR
PATRIOT HYUNDAI
PROJECT LOCATION:
2896 So Washington Boulevard
Bartlesville, Oklahoma

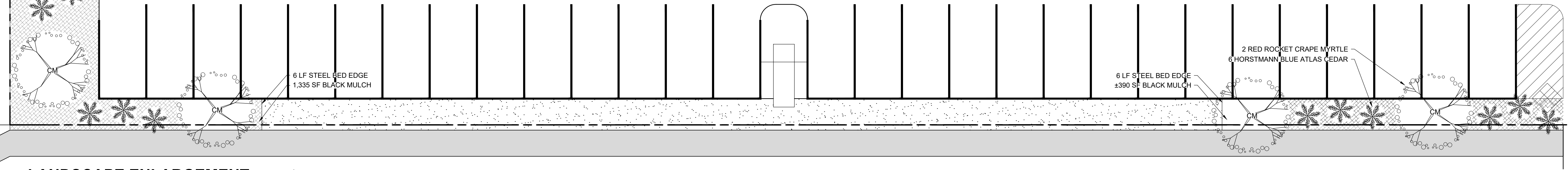
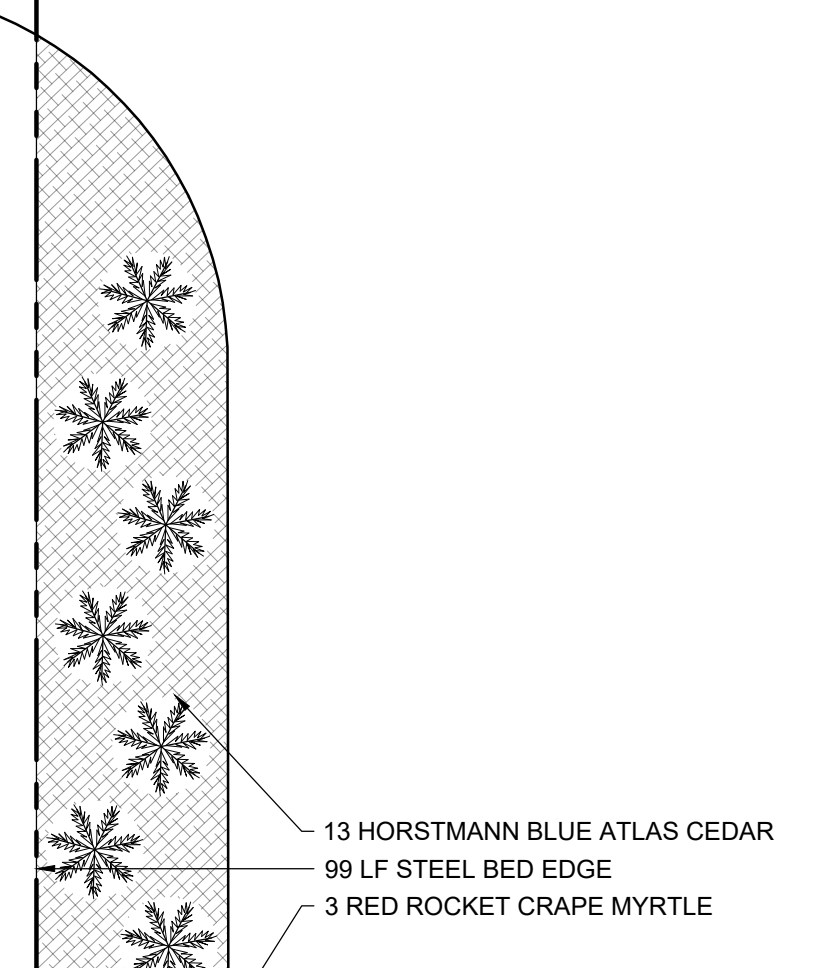
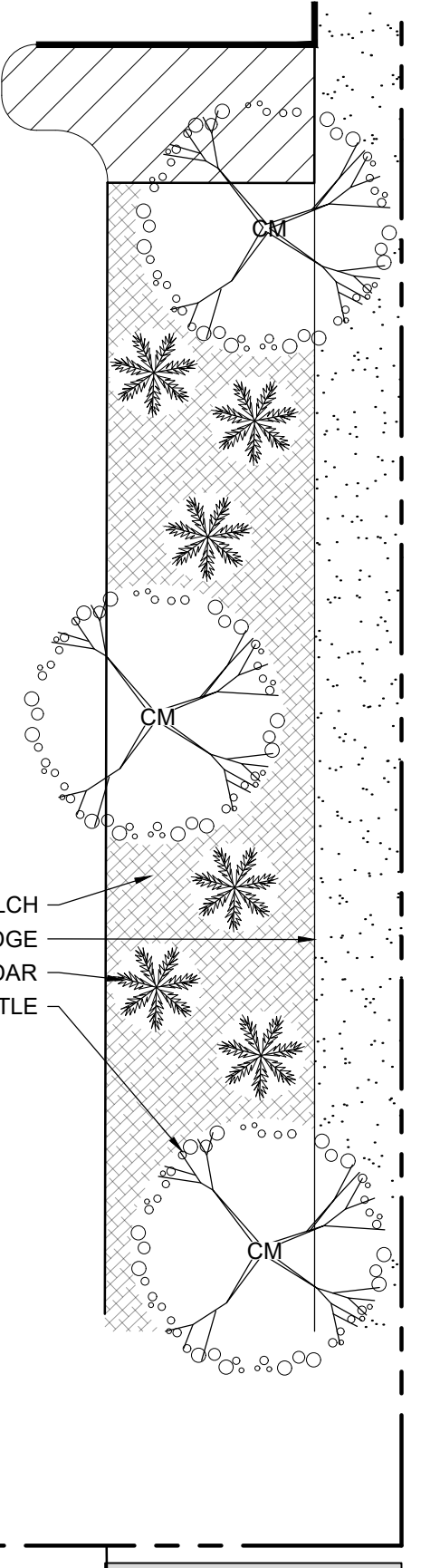
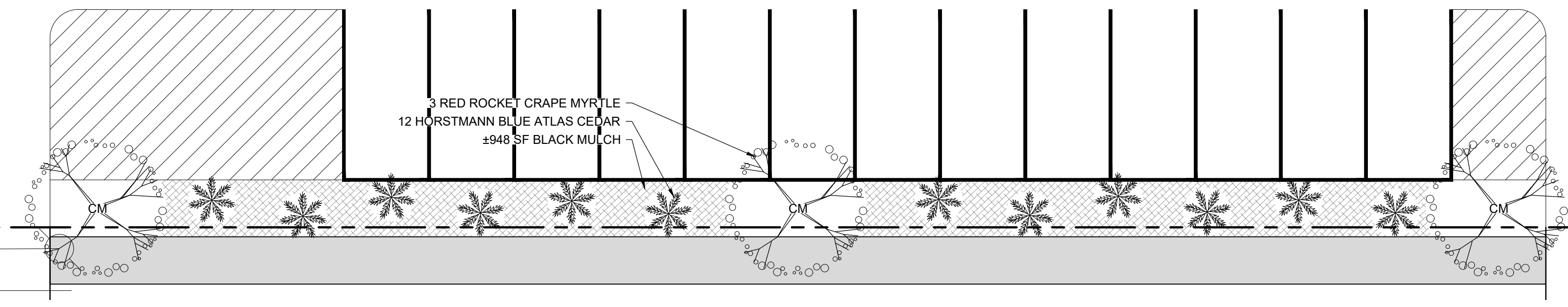
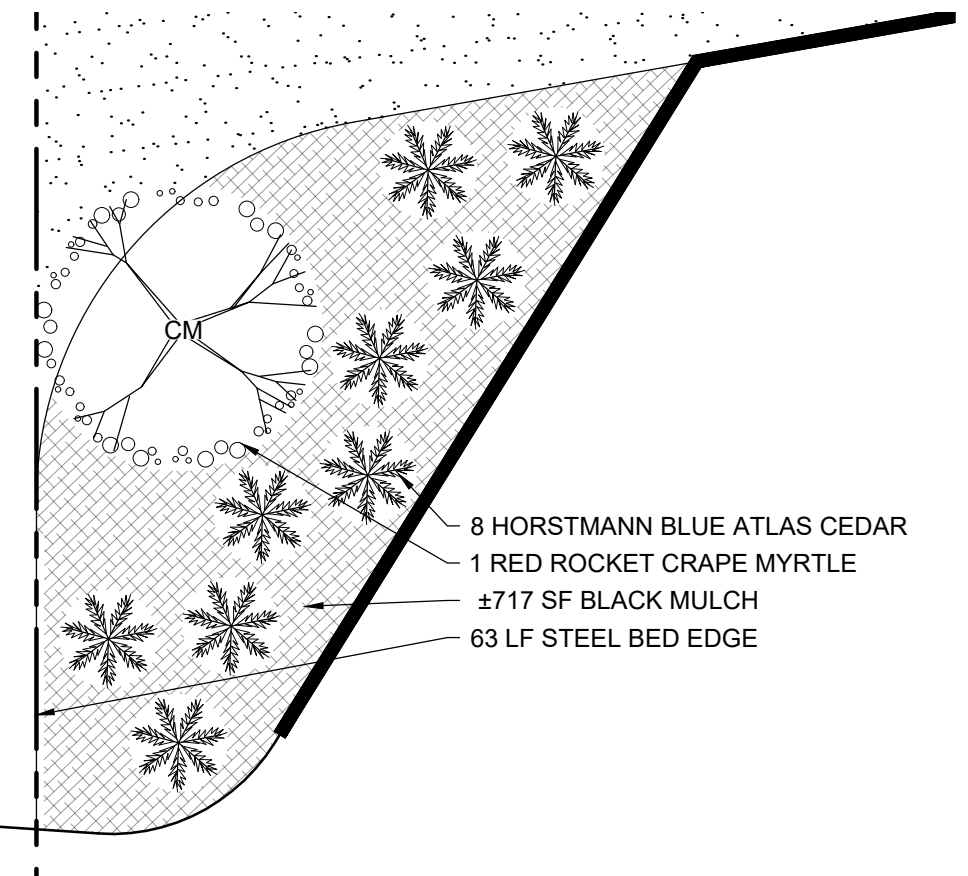
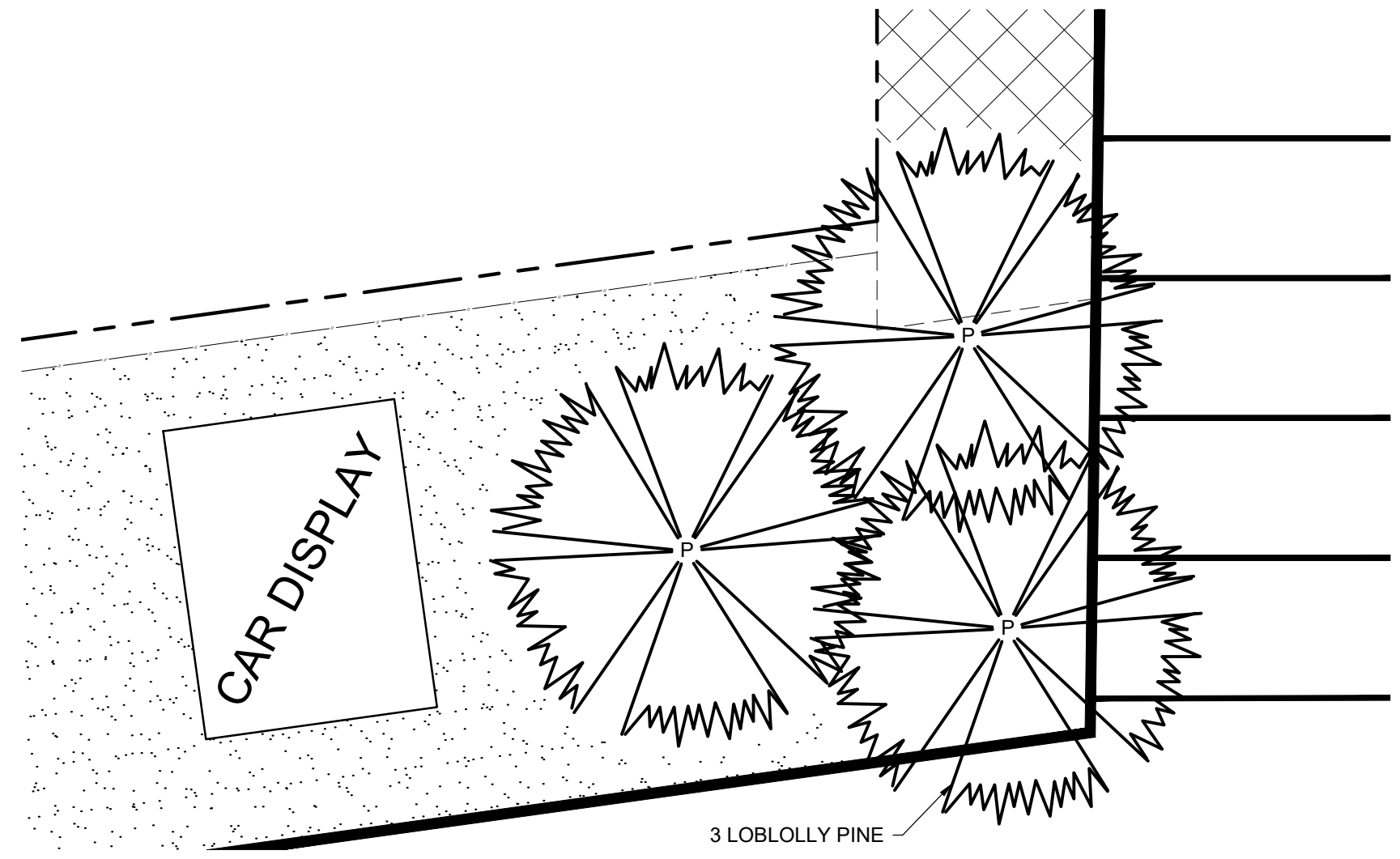
Date 08/14/2024

SHEET DATA:
**LANDSCAPE
ENLARGEMENTS**

Drawn By BWC Checked By DJK

Sheet No.

| PLANT LEGEND | | | | |
|--------------|----------|----------------------------|---|-----------|
| SYMBOL | QUANTITY | COMMON NAME | BOTANICAL NAME | EVERGREEN |
| | 46 | HORSTMANN BLUE ATLAS CEDAR | CEDRUS ATLANTICA GLAUCA 'HORSTMANN' | YES |
| CM | 12 | RED ROCKET CRAPE MYRTLE | LAGERSTROEMIA INDICA 'WHIT IV PP#11342' | NO |
| P | 3 | LOBLOLLY PINE | PINUS TAEDA | YES |
| | 1,436 SY | BERMUDAGRASS SOD | | |
| | 4,174 SF | BLACK MULCH | | |
| | 260 LF | STEEL BED EDGE | | |



1 LANDSCAPE ENLARGEMENT
SCALE: 1" = 10'

2 LANDSCAPE ENLARGEMENT
SCALE: 1" = 10'

3 LANDSCAPE ENLARGEMENT
SCALE: 1" = 10'

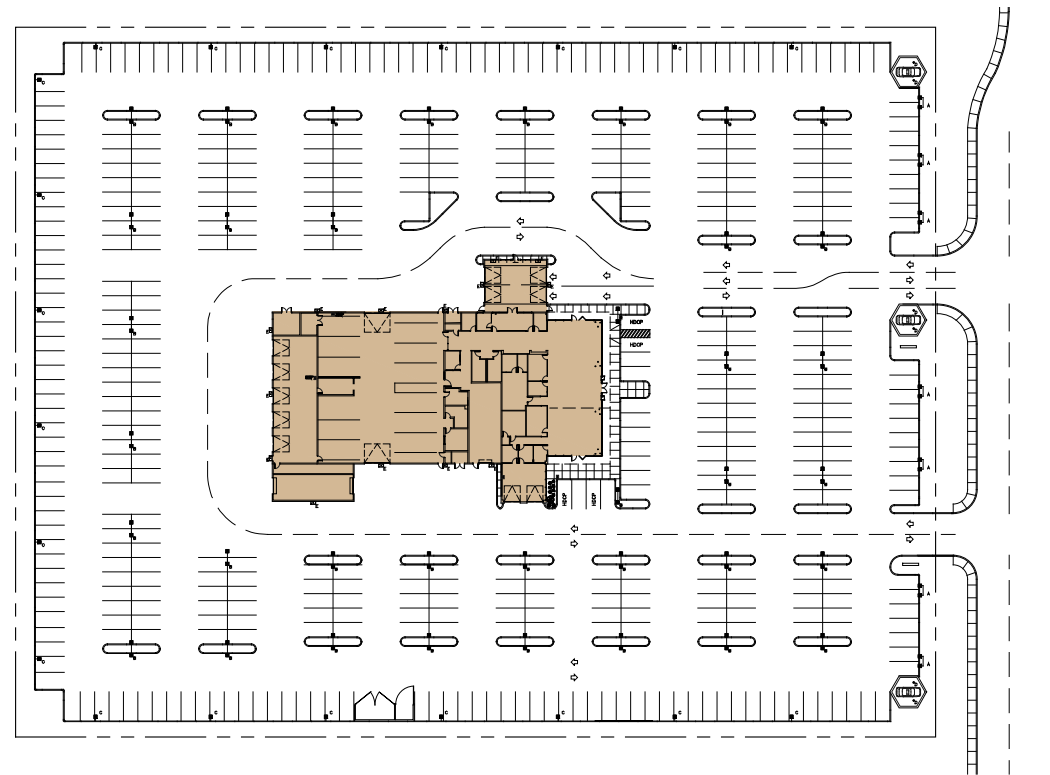
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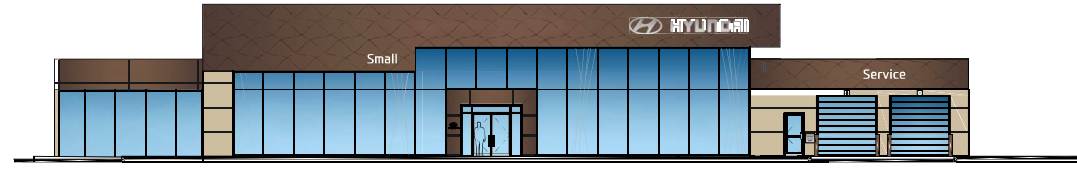
Global Dealership Space Identity Program (GDSI 2.0)
Hyundai Motor America

Design Manual

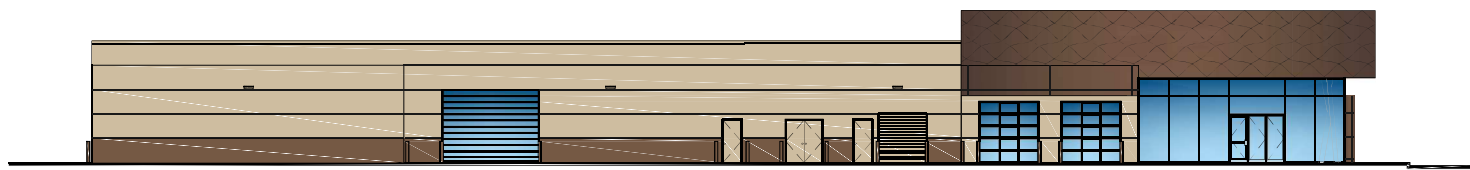
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06/30/2021



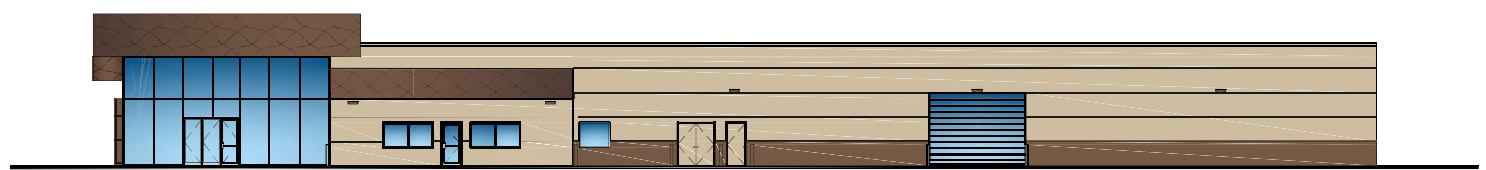
PROPOSED SITE DIAGRAM



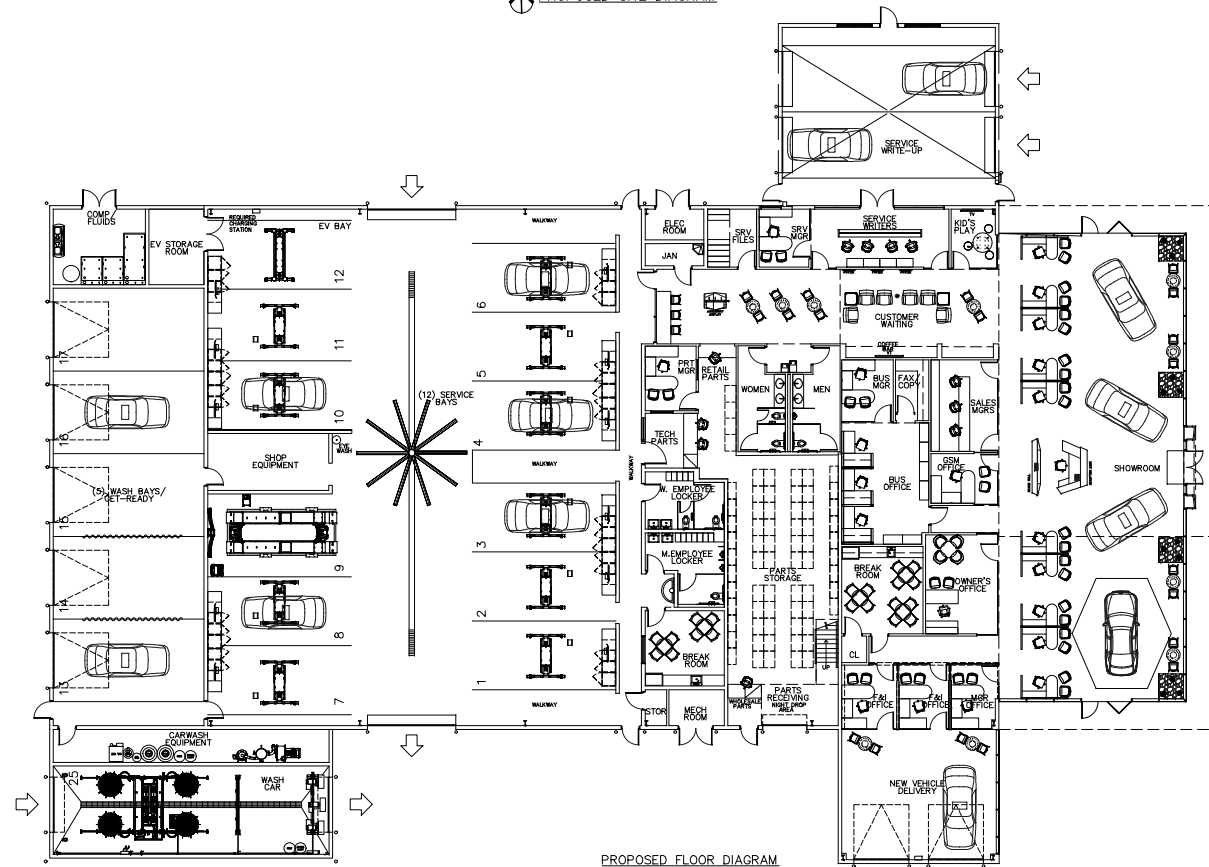
PROPOSED FRONT EXTERIOR VIEW



PROPOSED LEFT SIDE EXTERIOR VIEW



PROPOSED RIGHT SIDE EXTERIOR VIEW



PROPOSED FLOOR DIAGRAM



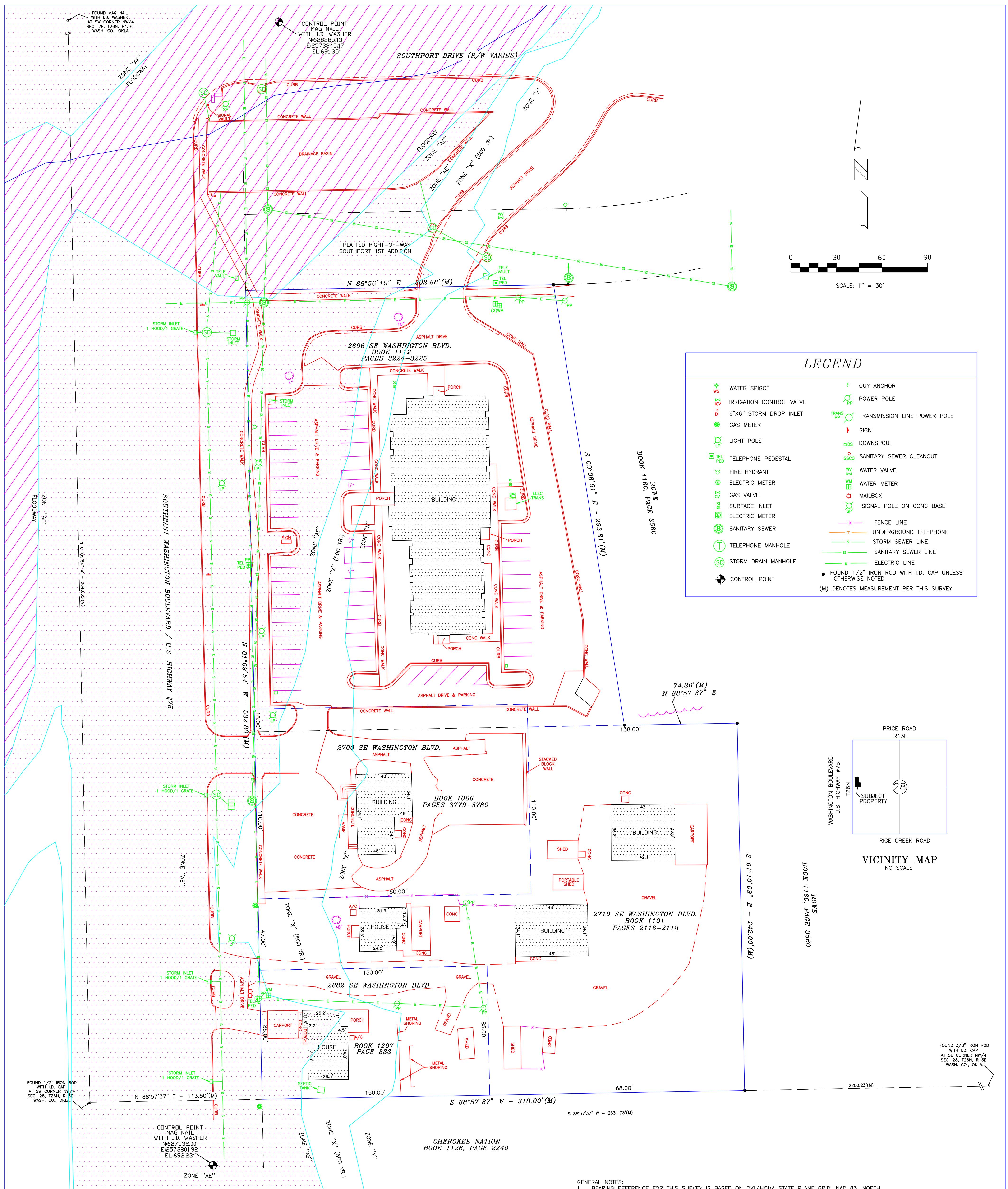
PROPOSED REFLECTED CEILING DIAGRAM



PROTOTYPE DESIGN
Small Facility Example (17,500 sf)

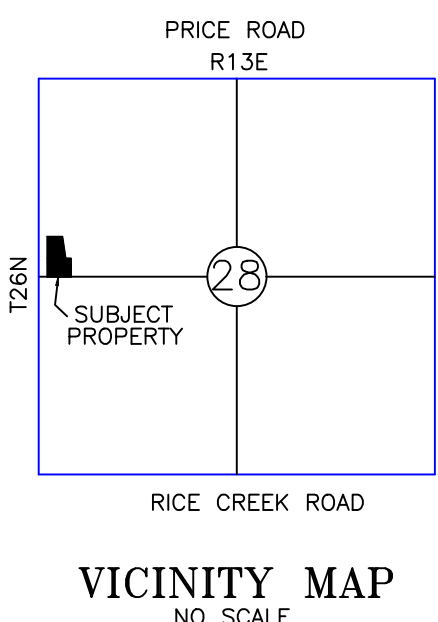
5.9

06/30/2021



LEGEND

| | | | |
|--|--------------------------|--|--|
| | WATER SPIGOT | | GUY ANCHOR |
| | IRRIGATION CONTROL VALVE | | POWER POLE |
| | 6"x6" STORM DROP INLET | | TRANSMISSION LINE POWER POLE |
| | GAS METER | | SIGN |
| | LIGHT POLE | | DOWNSPOUT |
| | TELEPHONE PEDESTAL | | SANITARY SEWER CLEANOUT |
| | FIRE HYDRANT | | WATER VALVE |
| | ELECTRIC METER | | WATER METER |
| | GAS VALVE | | MAILBOX |
| | SURFACE INLET | | SIGNAL POLE ON CONC BASE |
| | ELECTRIC METER | | FENCE LINE |
| | SANITARY SEWER | | UNDERGROUND TELEPHONE |
| | TELEPHONE MANHOLE | | STORM SEWER LINE |
| | STORM DRAIN MANHOLE | | SANITARY SEWER LINE |
| | CONTROL POINT | | ELECTRIC LINE |
| | | | FOUND 1/2" IRON ROD WITH I.D. CAP UNLESS OTHERWISE NOTED |
| | | | (M) DENOTES MEASUREMENT PER THIS SURVEY |



PROPERTY DESCRIPTION (PREPARED BY JAMES C. FIELDER, OK PLS #1674, DATED 7/18/2024):
 A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4) OF SECTION TWENTY-EIGHT (28) IN TOWNSHIP TWENTY-SIX (26) NORTH OF RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN, WASHINGTON COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NW/4 OF SAID SECTION 28; THENCE N 88°57'37" E ALONG THE SOUTH LINE OF SAID NW/4 A DISTANCE OF 113.50 FEET TO THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY #75 AND THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SOUTH LINE, N 01°09'54" W ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 532.80 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE PLATTED SOUTHPORT DRIVE TO THE CITY OF BARTLESVILLE; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, N 88°56'19" E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 202.88 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 1213, PAGES 875-878 AND RECORDED IN THE WASHINGTON COUNTY CLERK'S OFFICE; THENCE ALONG THE WESTERLY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 1213, PAGES 875-878 THE FOLLOWING COURSES: THENCE S 09°08'51" E A DISTANCE OF 283.81 FEET; THENCE N 88°57'37" E A DISTANCE OF 74.20 FEET; THENCE S 01°10'09" E A DISTANCE OF 242.00 FEET TO SAID SOUTH LINE OF THE NW/4; THENCE S 88°57'37" W ALONG SAID SOUTH LINE A DISTANCE OF 318.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3.26 ACRES, MORE OR LESS.

- GENERAL NOTES:
1. BEARING REFERENCE FOR THIS SURVEY IS BASED ON OKLAHOMA STATE PLANE GRID, NAD 83, NORTH ZONE.
 2. NO INDEPENDENT SEARCH OR INVESTIGATION HAS BEEN MADE BY SURVEYOR FOR EASEMENTS, ENCUMBRANCES, RESTRICTIONS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS. THE TITLE INFORMATION IS BASED ON INFORMATION PROVIDED TO SURVEY BY TITLE COMPANY.
 3. THIS SURVEY HAS BEEN MADE IN ACCORDANCE WITH THE CURRENT OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.
 4. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR PRESENT.
 5. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY.
 6. THIS PROPERTY IS SHOWN ON F.I.R.M. NO. 40147C01850, EFFECTIVE 9/26/2008. THIS PROPERTY IS SHOWN IN ZONES AE & X. ZONE AE IS CONSIDERED A FLOOD HAZARD AREA AND MAY HAVE RESTRICTIONS THAT MAY REQUIRE PERMITTING BEFORE CONSTRUCTION WERE TO TAKE PLACE IN THIS AREA. PLEASE CONSULT WITH THE FLOOD PLAIN ADMINISTRATOR FOR MORE INFORMATION PERTAINING TO THIS AREA.
 7. THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND STRUCTURES AND RECORD DRAWINGS PROVIDED THE SURVEYOR. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES OR STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THE SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES.
 8. VERTICAL DATUM IS REFERENCED TO NAVD 88.
 9. PLEASE REFER TO THE CITY OF BARTLESVILLE'S PLANNING AND ZONING DEPARTMENT FOR ADDITIONAL RESTRICTIONS AND SETBACKS THAT MAY AFFECT THIS PROPERTY PRIOR TO ANY NEW CONSTRUCTION.

I, JAMES C. FIELDER, LICENSED PROFESSIONAL LAND SURVEYOR NO. 1674 IN THE STATE OF OKLAHOMA, HAVE MADE A SURVEY OF THE HEREON DESCRIBED TRACT OF LAND AND THE INFORMATION SHOWN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
 DATED THIS 13TH DAY OF AUGUST, 2024.

'' BOUNDARY SURVEY ''
 PART OF SECTION 28,
 TOWNSHIP 26 NORTH, RANGE 13 EAST
 WASHINGTON COUNTY, OKLAHOMA.

FIELDER
 LAND SURVEYING
 1652 S.E. WASHINGTON BLVD.
 BARTLESVILLE, OKLAHOMA 74006
 (918) 335-5071
 email: fielderlandsurveying@gmail.com

| | | |
|--|---|--------------|
| PREPARED FOR: KELEHER ARCHITECTS ATTN: MR. DANNY KELEHER 401 S. DEWEY AVE. SUITE 216 BARTLESVILLE, OK 74003 (918) 333-8855 | SCALE: 1" = 30' DATE: AUGUST 13, 2024 OK C.A. NO. 8833 EXP. 6/30/26 | SHEET 1 OF 1 |
|--|---|--------------|

KELEHER ARCHITECTS

DAN KELEHER JR., PLLC, AIA

KELEHER ARCHITECTS | ARCHITECTURE AND INTERIOR DESIGN | COMMERCIAL AND RESIDENTIAL

918-333-8855 PO BOX 1361, BARTLESVILLE, OK 74005 WWW.KELEHERARCHITECTS.COM

8.16.2024

City Planning Department

Re: Patriot Hyundai PUD/amendment site plan Approval application.

Pursuant to the City of Bartlesville requirement for the above referenced project citizens living within 300' of the project boundaries were invited to an informational meeting to explain the project on August 14, 2024.

A fine charcuterie board and cookies were served along with lemonade and tea. Unfortunately no citizens attended the meeting. Charcuterie was enjoyed by Patriot staff and Architect.

I have also not been contacted with any questions.

Regards,

Dan Keleher Jr.

A handwritten signature in blue ink, appearing to read 'DK', is written over the printed name 'Dan Keleher Jr.'.

I. SUBJECT:

Discuss and take possible action to authorize the City Manager and/or the City Attorney to send formal notice to Price Tower Arts Center (PTAC) to terminate the Memorandum of Understanding regarding the management, maintenance and operation of Tower Green, now known as Unity Square, a city-owned facility located at 6th and Dewey; and to approve the Lease and Operating Agreement between the City of Bartlesville and the Bartlesville Community Center Trust Authority to provide management, maintenance and operation of Tower Green, now known as Unity Square. Presented by Jess Kane, City Attorney.

ATTACHMENTS:

Memorandum of Understanding dated 5/22/2018.
Lease and Operating Agreement

II. STAFF COMMENTS AND ANALYSIS

A Memorandum of Understanding between Price Tower Arts Center, Bartlesville Community Center Trust Authority and the City of Bartlesville was approved by the City Council on May 22, 2018 as a collaborative relationship setting out the management, maintenance and operation of the Tower Green, now known as Unity Square. Due to the current situation of the PTAC, it is necessary to send formal notice of termination of the MOU to PTAC. The City of Bartlesville and Bartlesville Community Center Trust Authority will continue to provide management, maintenance and operation of the park per the proposed Lease and Operating Agreement.

III. RECOMMENDED ACTION

City staff and I recommend approval to direct staff to formally notify PTAC of termination of the Memorandum of Understanding, and to approve the Lease and Operating Agreement as presented.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between the Price Tower Arts Center (PTAC), the Bartlesville Community Center (BCC), and the City of Bartlesville (City).

A. Purpose. This MOU sets for the collaborative relationship between the three parties as stated above concerning the management, maintenance, and operation of the Tower Green (Facility), a city-owned facility located at 6th and Dewey.

B. Roles and Responsibilities. The roles and responsibilities concerning the management, maintenance, and operation of the Tower Green are assigned to each party as follows:

1. The PTAC agrees to
 - a. Provide programming of the space for visual arts;
 - b. Provide catering services of food and drink as requested for the Facility;
 - c. Together with the BCC, keep the Facility in a clean and safe condition and to provide day-to-day maintenance of the Facility, to include but not limited to mowing, edging, weed control, fertilization, and care and maintenance of all amenities (benches, water features, structures, art work, etc.) within the Facility.
2. The BCC agrees to
 - a. Provide programming of the space for the performing arts;
 - b. Serve as the general point of contact for any party wishing to reserve the space;
 - c. Be responsible for the collection of all revenues arising from the use of the Facility and to report these monthly to the Management Committee;
 - d. Together with the PTAC, keep the Facility in a clean and safe condition and to provide day-to-day maintenance of the Facility, to include but not limited to mowing, edging, weed control, fertilization, and care and maintenance of all amenities (benches, water features, structures, art work, etc.) within the Facility.
3. The City agrees to
 - a. Provide solid waste, water, and sanitary sewer services;
 - b. Pay for general electrical use for the space (does not include electrical use at the performance stage).


C. Management Committee. There is hereby formed a management committee which will oversee the management, maintenance, and operation of the Tower Green. Said management committee shall consist of the following members:

1. A representative of the Bartlesville City Council
2. A representative of the Price Tower Arts Center Board of Trustees
3. A representative of the Bartlesville Community Center Trust Authority
4. A representative of the Bartlesville Regional Chamber of Commerce Board of Directors
5. A representative of the Bartlesville Convention and Visitors Bureau Board of Directors

D. Amendment. This MOU will be revised after the design and/or construction of the Facility is completed as is necessary to ensure the proper long-term management, maintenance, and operation of the Facility.

IN WITNESS WHEREOF, the parties have set their hands to this Agreement this 22nd day of May, 2018, in Bartlesville, Oklahoma.


Dale Copeland, Mayor, City of Bartlesville


Will Haskell, Chairman, Community Center Trust Authority


Brad Doenges, Chairman, Price Tower Board of Trustees



LEASE AND OPERATING AGREEMENT

This Agreement is made and entered into as of _____ day of _____, 2024, by and between the City of Bartlesville Oklahoma a Oklahoma municipal corporation, (the "City"), and the Bartlesville Community Center Trust Authority, a public trust, (the "BCC"), for the management, maintenance, and operation of the Tower Center at Unity Square (now known as "Unity Square") located between the Bartlesville Community Center and the Price Tower in downtown Bartlesville.

Background

- A. On March 4, 2018 Bartlesville voters approved General Obligation Bond Proposition #2 which included funding for a downtown gathering space to be known as Tower Center at Unity Square (now known as "Unity Square").
- B. Construction of Unity Square was completed in May 2020.
- C. The City is interested in increasing access to art and cultural activities for the community and wants to facilitate the operation of Unity Square for the benefit of the citizens of Bartlesville.
- D. The BCC is experienced in programing performing and visual art activities and other cultural events which improve the quality of life in the community.
- E. The parties have agreed that the BCC will market, manage, program, and operate Unity Square for the benefit of the Bartlesville Community subject to the requirements hereinafter set forth.

The parties agree as follows:

1. Term. Upon completion of Unity Square, a Final Site Plan will be completed and incorporated in this document as Appendix A for the purpose of describing the "Leased Premises." The Initial Lease Term of the lease of Unity Square shall be one (1) year, which shall commence on the first of the month following the date on which a Certificate of Use and Occupancy has been issued for Unity Square, subject to the requirements of Section 13 below.

2. Lease Renewal. This lease shall renew automatically upon the expiration of its term unless either party provides written notice to the other party of its intent not to renew the Lease at least thirty (30) days prior to expiration of the then current lease term.

3. Permitted Use; Operational Standards.

- (a) *General.* After completion of construction and upon commencement of the lease term, the BCC shall be solely responsible for the full cost of any alterations,

improvements or additions to Unity Square. The BCC must secure the permission of the City before performing any repairs, maintenance or improvements to the real estate or buildings of Unity Square which exceed \$25,000. For any such projects, the City will assist the BCC in contracting the work to the BCC's specifications. The BCC shall at all times comply in all material respects with all existing and future laws, rules and regulations applicable to or affecting the BCC, and its operations in Unity Square.

(b) *Fees, Charges, and Donations.* The BCC will determine the eligibility of individuals, families and organizations for participation in programs at Unity Square; provided that, the BCC will ensure that its programs conducted at Unity Square are accessible to members of the community during all normal hours of operation. The BCC may impose activity fees and charges for participation in programs and activities conducted by the BCC at Unity Square. The activity fees must be priced in accordance with fees and charges typical of similar organizations in similar communities and must be consistent with the BCC's stated goals of permitting participation by individuals, families and organizations from the surrounding area. All revenues paid for use of Unity Square or donations received for Unity Square operations shall be paid to and belong to the BCC and shall be restricted for operating costs of the Unity Square. All donations received for capital improvements to Unity Square shall be paid to and belong to the City and shall be restricted for capital improvement of Unity Square.

(c) *Concessions.* The BCC may grant licenses for limited portions of Unity Square to concessionaires of the BCC's choosing and otherwise subcontract limited operational functions to subcontractors of the BCC's choosing. The BCC is responsible for compliance by all concessionaires with all applicable local, state, and federal laws. Further the BCC is responsible for all actions and activities of any subcontractors with regard to Unity Square and shall bear sole responsibility for making all payments to any such subcontractors.

(d) *No Discrimination.*

(i) The BCC shall not exclude any individual, group or organization from participation in, deny the benefits of, or otherwise tolerate unlawful discrimination on the basis of race, creed, color, national origin, sex, age, physical handicap or sexual orientation, in the use of Unity Square in any contracts relating to Unity Square, in any programs carried out on the premises of Unity Square, in the employment of any individuals who may provide services or work at Unity Square, or in the selection of vendors, suppliers, service providers, students, teachers, sponsors or others in matters relating to the use or operation of Unity Square.

(ii) The BCC will require compliance with the provisions of this section by any person (including any subcontractor that provides goods, services or other items) who uses or accesses Unity Square. The BCC shall not be responsible for noncompliance with this section by any person other than the BCC.

- (iii) As between BCC members and non-members, the BCC shall furnish its accommodations and/or services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and it shall charge fair, reasonable, and not unjustly discriminatory prices for each service. The BCC may make available reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions. Noncompliance with this section shall constitute a material breach of this Agreement. In the event of such noncompliance, the City shall have the right to judicially enforce such provision.

- (e) *Personnel.* The BCC shall employ all Unity Square personnel and shall be responsible for hiring, training, promoting and discharging personnel, and for all other matters relating to personnel and staffing, including paying salaries, wages, payroll taxes, unemployment benefits and any other form of compensation or benefit to any personnel at Unity Square. The BCC's employees, agents and personnel are not employees of the City. The BCC may enter into arrangements with others relating to loaned or leased employees, but, notwithstanding the foregoing, the BCC is responsible for the conduct, behavior, appearance and attitude of all personnel at Unity Square at all times. The BCC will establish and adhere to written standards and criteria applicable to all employees, staff and service personnel of Unity Square. The employee standards and criteria will require, among other things, civil conduct, good behavior, well-kept appearance, positive attitude and helpfulness to patrons at all times.

- (f) *Complaints.* The BCC will consider and handle any complaints of employees, families, guests or others who use or receive any of the services or resources of Unity Square. The BCC will establish and adhere to procedures for receiving and processing complaints in an orderly and timely manner. Upon request by the City, and subject to any privacy and confidentiality obligations imposed by law, the BCC will advise the City of actions taken on a specific complaint involving Unity Square operations.

- (g) *Safety.* The BCC will post rules governing the conduct and behavior of any person who uses or accesses Unity Square. The BCC will hire trained and competent personnel necessary to enforce the rules of conduct. The BCC will develop and adhere to a written plan governing comprehensive safety of Unity Square. The safety plan will establish emergency procedures with regard to natural disaster, acts of violence and perceived or actual threats of violence. The BCC also will establish general safety requirements relating to security, lighting, and other appropriate safety matters.

4. Maintenance.

- (a) *Costs and Expenses.* The BCC will pay all costs and expenses of operating Unity Square, with exceptions provided herein, and will maintain the park facility and improvements to Unity Square. The BCC shall comply with all applicable federal, state and local laws, rules, regulations, and specifications relating to the Unity Square park facility. Also, the BCC shall keep and maintain all equipment,

furnishings, appliances and other personal property in good operating condition and in accordance with applicable manufacturer's specifications.

- (b) *Repairs.* The BCC will make all repairs necessary to keep Unity Square in good condition and from deteriorating in value or condition, ordinary wear and tear excepted. The BCC will commence repairs with regard to any and all aspects of Unity Square as quickly as reasonably possible, but in no event later than 60 days from the date that the need for such repairs is discovered and reported to the BCC. Such repairs will be made in expeditious and workmanlike manner. In the event that the BCC does not undertake such repairs within the time provided, or if the City determines that an emergency requires repairs to be performed immediately, the City may, after two days' written notice to the BCC, undertake to make such repairs as it may deem necessary for and on behalf of the BCC, and in such event, the BCC shall reimburse the City for the cost of such repairs upon request.
- (c) *Exterior and Structural.* BCC will maintain the pavilion, landscaping and parking areas and other areas of Unity Square in a good state of appearance and at BCC's expense.
- (d) *Cleanliness and Sanitation.* The BCC shall keep Unity Square, tidy, orderly and in good order and condition at all times and shall arrange for or oversee the prompt collection and proper disposal of trash, garbage, litter and debris.
- (e) *Landscaping.* BCC will maintain all landscaping at Unity Square in neat and tidy condition, and will undertake, supervise or oversee appropriate watering, fertilizing, weed removal and lawn maintenance.
- (f) *Utilities.* The City shall provide solid waste, water and sanitary sewer services to Unity Square free of charge to the BCC. The City shall pay for general electric use at Unity Square, provided, however, that the BCC shall make application for, obtain, pay for, and be solely responsible for all utilities required, used, or consumed at the performance stage, including, but not limited to, gas, water, telephone, electricity, and cable television.
- (g) *No Waste.* The BCC shall neither commit nor allow to be committed any waste at Unity Square, nor shall the BCC maintain, commit or permit the maintenance or commission of any nuisance at Unity Square or use Unity Square for any unlawful purpose.
- (h) *Reserve Funds.* The BCC shall maintain reserve funds sufficient in the BCC's reasonable judgment to meet the BCC's maintenance obligations under this Agreement.

5. Insurance. The parties shall maintain insurance with regard to Unity Square pursuant to the following terms:

- (a) *General Liability Insurance.* The BCC shall maintain premises liability insurance at

the BCC's expense throughout the Initial Lease Term and any renewal insuring the City and the BCC against liability for injury to or death of any person occasioned by or arising out of the management, occupancy and operation of the Unity Square, providing not less than a \$125,000 per occurrence coverage limit and a \$1,000,000 aggregate coverage limit. The policy of insurance shall provide that the insurer must notify the City at least 30 days before cancellation or termination of the policy. Said amounts shall be increased annually as the City's exposure under the Oklahoma Governmental Tort Claims Act increases. The City shall not be required to maintain general liability insurance but agrees that it will be liable for its own negligence and willful misconduct and that of its officers, employees and authorized agents in accordance with the Oklahoma Governmental Tort Claims Act. The City and the BCC acknowledge that insurance policies do not always cover all events that create liability for an insured.

- (b) *Property and Casualty Insurance.* The City shall maintain property and casualty insurance with annual reimbursement by the BCC throughout the Initial Lease Term and any renewal a policy of fire, extended coverage, vandalism, malicious mischief and burglary insurance covering damage to Unity Square in the full amount of the replacement cost of Unity Square (excluding land and the footings and foundations) with deductible amounts reasonably determined by City. The insurance policy required to be maintained pursuant to this section shall name the City as the loss payee. Except as set forth below, any proceeds from said insurance shall be paid by City to the BCC to pay the cost of repairs relating to the insurance payment, except in the case of Complete Loss (see subparagraph (e) *below*). Said insurance shall provide a deductible consistent with deductibles under policies usually and customarily carried for similar buildings. Deductibles shall be the responsibility of the BCC.
- (c) *Evidence of Insurance.* The City shall furnish evidence to the BCC of insurance required by this section.
- (d) *Waiver of Subrogation.* All policies covering real or personal property that either party obtains affecting the Leased Premises shall include a clause or endorsement denying the insurer any rights of *subrogation* or recovery against the other party. The BCC and the City waive any rights of subrogation or recovery against the other for damage or loss to their respective property due to hazards covered, or that should be covered, or that are typically covered by policies of insurance obtained by either party, or that should be or have been obtained pursuant to this Lease, to the extent of the injury or loss covered by such insurance . For purposes of the preceding sentence, any deductible shall be deemed to be insurance coverage.
- (e) *Complete Loss.* If Unity Square is substantially damaged or destroyed by fire or any other casualty, the City shall, at its option, within 180 days from the date of the damage or destruction, begin to repair, reconstruct, or replace the damaged or destroyed building or improvement and pursue the repair, reconstruction, or replacement with reasonable diligence so as to restore the building to substantially the condition it was in before the casualty, or

6. Fiscal Management. The BCC may charge the public a fee for the use of Unity Square consistent with the policy of the BCC. Fees charged to users will be determined based upon the amount of revenues which the BCC needs to maintain its overall operations. In all cases, fees charged to users of Unity Square will be fair and reasonable. The financial activities of Unity Square shall be kept separate from the financial activities of the BCC. Additionally, the financial records of the Unity Square shall be presented in a separate column in the BCC annual audited financial statements, so that the assets, liabilities, net assets, revenues, expenses, and other activities of the Unity Square can be easily viewed separate from those of the BCC. This information may be presented as supplementary information, a combining schedule, a note to the financial statements, or in any other manner that meets the minimum requirements of this section and generally accepted accounting principles. Upon request by the City, the BCC will provide reasonable access to the financial records of Unity Square, including books, records, software, work papers, financial statements and other supporting documentation

7. Management Committee. The BCC shall create a committee for the purpose of overseeing its obligations under this Agreement. Such committee shall consist of the following members:

- (a) Two (2) representatives designated by the Bartlesville City Council;
- (b) A representative designated by the Bartlesville Community Center Trust Authority;
- (c) A representative designated by the Visit Bartlesville Board of Directors; and
- (d) Four (4) at-large representatives designated by the four (4) aforementioned representatives of the management committee.

8. Taxes. The BCC shall timely pay any and all taxes, assessments, license fees, excises, and charges of every sort, nature, and kind ("Tax") that are levied, assessed, charged, or imposed upon or against Unity Square during the term of this Agreement. **If** the BCC considers the imposition of any Tax to be improper, illegal, or excessive, the BCC may dispute and contest the Tax. In such event and to the extent permitted by law, the BCC will not be required to pay the Tax until it is determined to be valid. The BCC must first notify the City of any Tax dispute. The City shall cooperate with the BCC at the BCC's expense in any Tax contest.

9. BCC Representations. The BCC represents and warrants to the City that:

- (a) this Agreement and all other documents referenced herein have been duly authorized and, upon execution and delivery, will constitute legal, valid and binding obligations of the BCC, *enforceable* against the BCC in accordance with the terms thereof;
- (b) with regard to Unity Square, the BCC is in full compliance with all applicable environmental laws, rules, requirements, order, directives, ordinances and regulations , and the BCC is not aware of any potential claim or liability under any such environmental laws, rules, requirements, orders, directives, ordinances and regulations or of any events, conditions, circumstances, activities, practices, actions or plans which may give rise to any such claim or liability.

10. Additional Facility Use. The BCC will advise, consult and cooperate with the City to make Unity Square available from time to time to the City for city functions, community events and City sponsored activities. The City will not pay any rental fees associated with these occasional uses. It is the intent of the parties that the BCC be responsible for visual arts programming at Unity Square.

11. Indemnification. Each party will indemnify and hold harmless the other party and its agents, officers and employees from and against any and all liabilities, losses, damages, costs and expenses (including attorney's fees, alternative dispute resolution expenses and other fees and expenses), causes of action, suits, claims, demands and judgments of any nature arising out of or in connection with any aspect of Unity Square operation or any activity that occurs in Unity Square Property, except to the extent directly caused by the negligence or willful misconduct of the either party or its agents, officers or employees acting in their official capacity as such (and not as patrons of Unity Square) to the extent provided by the law.

12. Events of Default. Except as otherwise set forth in this Agreement, this Agreement may be terminated only upon the occurrence of an Event of Default. It shall be an Event of Default if:

- (a) the BCC fails, through no fault of the City, to satisfy in any material respect its obligations under this Agreement, and the failure continues for 30 days after written notice by the City;
- (b) the BCC experiences an event or materially violates an agreement with a third party, which event or violation, in the City's reasonable judgment, will materially change the BCC's ability to perform its obligations under this Agreement;
- (c) the BCC is subject to any action, voluntary or involuntary, under applicable bankruptcy laws.

13. Termination. It is the intent of the parties that this Agreement continue in effect throughout its term until occurrence of the expiration date as provided for elsewhere in the Agreement. In the event that any circumstance arises, which in good faith reasonable opinion of the City or the BCC necessitates the termination of this Agreement, then said party shall give sixty (60) days written notice to the other party and unless a different length of notice is ordered by a court of competent jurisdiction. Either party has a sixty (60) day period or the period of time allowed by a court to remediate or to take any lawful action to remedy or cure the circumstances giving rise to potential termination. In the event of termination under this paragraph, it is not the intent of the parties that the City benefit from the termination of this Agreement by taking operational control of the facility. In the event that the City may be benefited, then the parties will negotiate in good faith to reach a fair and equitable settlement of the matter; provided, however, that nothing contained herein shall be deemed to obligate the City prospectively for any financial expenditure.

14. Annual Review. Each year at least sixty (60) days prior to the Lease Renewal, the City and BCC shall meet and review the following:

- (a) Maintenance issues concerning the Unity Square improvements. Discuss if each of the parties are meeting their maintenance obligation and are each of the parties

financially prepared to address any upcoming maintenance responsibilities.

- (b) Review and discuss and service delivery issues concerning exterior and ground appearance provided by the City and patron complaints about programming provided at Unity Square by the BCC.

15. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the City, the BCC and their respective successors and assigns.

16. Amendments. This Agreement may be amended in writing at any time upon the mutual agreement of the City and the BCC. Any such amendment shall not become effective unless executed by duly authorized representatives of the City and the BCC.

17. Severability. If a court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable the determination shall not invalidate or render unenforceable any other provision of this Agreement.

18. Notices. All notices and other communications required or permitted to be given under this Agreement shall be deemed to have been properly given if in writing and deposited in the U.S. first class mails, postage prepaid, addressed as follows:

City of Bartlesville
Attn: City Manager
401 S. Johnstone Ave.
Bartlesville, Oklahoma 74006

Bartlesville Community Center Trust Authority
Attention: Managing Director
300 SE Adams Blvd.
Bartlesville, Oklahoma 74003

The City and the BCC may, by notice given in accordance with this provision, designate a different address for notices and communications.

19. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.

20. Independent Contractor. Nothing in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of partners or joint ventures between the City and the BCC, or as designating the BCC as an agent or representative of the City for any purpose. In the performance of its obligations under this Agreement, the BCC is at all times acting and performing as an independent contractor, and the City does not have or exercise any control or direction over the manner and means by which the BCC performs its obligations under this Agreement, except as otherwise specifically stated within this Agreement.

21. Temporary Suspension of City Obligations. Anything in this Agreement to the contrary notwithstanding, if the City does not have available to it sufficient legally available funds for use in performance of its obligations under this Agreement, the City will not be obligated to perform its obligations for the fiscal period in which the City has insufficient legally available

funds. The City shall notify the BCC of such non-availability in writing at the earliest possible time. During any fiscal period in which the City's obligations are suspended pursuant to this paragraph, the BCC may (i) perform the obligations of the City at the BCC's expense, (ii) suspend its operation of Unity Square as required by this Agreement, or (iii) terminate this Agreement. The suspension of the City's obligations pursuant to this section shall only exist for the fiscal period in which the City has insufficient legally available funds.

22. Entire Agreement. This Agreement supersedes all previous understandings and agreements between the BCC and City regarding Unity Square and any other matters covered by this Agreement. This constitutes the entire understanding and agreement of the parties.

* * * Signatures appear on the following page * * *

CITY OF BARTLESVILLE

BARTLESVILLE COMMUNITY
CENTER TRUST AUTHORITY

Dale W. Copeland, Mayor

Graeme Biggs, Chairman

Date: _____

Date: _____

ATTEST:

Jason Muninger, CFO/City Clerk

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and approve a resolution pertaining to public safety, lewd acts in public, protests, and constitutional rights of the public in public spaces.

Attachments:

Resolution

II. STAFF COMMENTS AND ANALYSIS

At the request of the City Council, I have prepared the attached resolution for consideration by the Council. This resolution embodies the direction I have received from individual councilmembers and provides instructions to City Administration relating to the protection of the public and the preservation of the rights of all individuals within our jurisdiction during the planned Pride Celebration scheduled for September 14 at Unity Square.

The City has received official notification that there will be a drag show held during this celebration, and given the public concern and protest that occurred during and after the last public drag show in September of 2022, the Council has requested a resolution to ensure that the City is best prepared to address the concerns of citizens, protestors, performers, and attendees alike.

Following the public discussions that occurred after the drag show mentioned above, the Council entered into a one-year agreement with OKEQ – Bartlesville which required drag shows during the term of the agreement to be held indoors. Ultimately, OKEQ – Bartlesville decided not to hold a drag show at all during the period of this agreement. A great deal of legal precedent has been created across the country, since this agreement. However, it has played out exactly as our City Attorney advised prior to the passage of the agreement with OKEQ – Bartlesville.

The attached resolution neatly summarizes the legal environment and current jurisprudence related to the regulation of both drag and public protests. As fully outlined in the resolution, the great weight of this jurisprudence grants constitutional protections to both drag and public protests. As such, the City Council desires to uphold these sacred rights for everyone involved while maintaining public safety and adherence with applicable laws.

However, while both drag and public protests are regarded as Constitutionally protected freedoms of expression, both are still subject to certain laws and restrictions. These laws prohibit disturbances of the peace, indecent exposure, lewd acts, and reasonable time, place, and manner restrictions. The Council also desires to ensure that the Bartlesville police department continues to receive the highest level of training on these laws and the rights of all parties prior to the event and anticipated public protest of the event.

As such, the resolution contains specific direction to the City Manager to provide sufficient police presence to address all of these issues in three assignments. These assignments and duties are based on the location of the anticipated protest, the grounds of the event, and the performances. All assigned officers are to receive training specific to their assignment prior to the event. While our officers have received training specific to these areas in the past through a partnership with the District Attorney's office, the Council wishes to ensure that all new officers are fully trained and existing officers are up to date. These officers are also to be provided with body worn cameras which shall be utilized at all times when the officer is on duty. The Council also encourages open communication with all parties involved to ensure the safe and efficient execution of these duties.

I believe that the attached resolution captures the intent of the Council as it has been communicated to me by the entire body of the Council in individual discussions. This resolution has also been reviewed by the City Attorney who believes all statements and actions contained in the resolution to be factual and to be permissible within the authority granted to the City. I also believe that all requested actions are within the authority and capability of the City.

Please schedule this item for consideration and possible action at our regularly scheduled September meeting.

III. RECOMMENDED ACTION

Review the attached resolution, and if it embodies the direction of the Council as intended, approve the resolution.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY BARTLESVILLE
PERTAINING TO PUBLIC SAFETY, LEWD ACTS IN PUBLIC, PROTESTS,
AND CONSTITUTIONAL RIGHTS OF THE PUBLIC IN PUBLIC SPACES.**

WHEREAS, many citizens of Bartlesville have expressed concern about the content of a drag show held at Unity Square on September 10, 2022; and

WHEREAS, the highest duty of the City Council is to ensure the safety of the public and to protect and preserve the rights guaranteed by the Constitution of the United States to all persons within the jurisdiction of the City of Bartlesville; and

WHEREAS, the right to peaceably assemble, both for celebration and protest, has long been recognized as a cornerstone of our constitutionally guaranteed freedoms; and

WHEREAS, the Oklahoma legislature considered, but failed to pass, SB 503 and HB 2186 which would have regulated or prohibited public drag shows state-wide; and

WHEREAS, the great weight of jurisprudence relating to municipal and state regulation of public drag shows has found drag to be expression which is protected by the First Amendment as follows¹:

***The Woodlands Pride, Inc. et al. v. Paxton et al.*; S.D. Tex. Case No. 4:23-cv-02847:** After full trial on the merits, Texas SB 12 was ruled (1) an unconstitutional content-based restriction, (2) an unconstitutional restriction based on viewpoint, (3) unconstitutionally overbroad, (4) unconstitutionally vague, and (5) an unconstitutional prior restraint on speech;²

***HM Florida-Orl, LLC v. DeSantis et al.*; M.D. Fla. Case No. CV-23-950:** The District Court granted a preliminary injunction prohibiting enforcement of the Florida Protection of Children Act (“FPOCA”). The Court found the FPOCA to be a facially content-based regulation which is not narrowly

¹In each of these cases, a Court could grant a prevailing Plaintiff an award of its reasonable attorney fees and costs incurred in proceedings in vindication of civil rights. See 42 U.S.C. § 1988.

² The State of Texas has appealed this decision. The appeal is pending as *The Woodlands Pride, Inc. et al. v. Paxton et al.*; 5th Cir. Case No. 23-20480.

tailored to achieve a compelling state purpose. The FPOCA was also found to suffer from vagueness and overbreadth in violation of the 5th Amendment;

Imperial Sovereign Court of the State of Montana, et al. v. Knudsen et al., D. Mont. Case No. CV-23-50: The District Court granted a preliminary injunction prohibiting the enforcement of Montana HB 359. The Court found that HB 359 presumptively unconstitutional as a facially content-based restriction on free expression. Applying a strict scrutiny analysis, the Court found that HB 359 was not narrowly tailored to serve a compelling state interest and is unconstitutional vague and overbroad in violation of the Fifth Amendment;³

Friends of George’s, Inc. v. Steven Mulroy, W.D. Tenn case no. 23-CV-02163: After full trial on the merits the Tennessee Adult Entertainment Act (“TAEA”) was ruled a facially content-based restriction which was passed for the constitutionally impermissible purpose of chilling free speech. The TAEA was also determined to be unconstitutionally vague and substantially overbroad;⁴

Southern Utah Drag Stars v. City of St. George, D. Utah case No. CV-23-44; The District Court granted a temporary injunction prohibiting the City of St. George, Utah from denying permits for a drag show; and⁵

WHEREAS, even constitutionally protected expression is subject to reasonable regulation to protect public decency acts as follows:

21 O.S. §22 prohibits acts which grossly disturb the public peace or is injurious to public morals;

³The State of Montana has appealed the District Court’s preliminary injunction. The appeal is pending as *Imperial Sovereign Court of the State of Montana, et al. v. Knudsen et al.*; 9th Cir. Case No. 23-3581

⁴ The State of Tennessee appealed the District Court’s ruling. In *Friends of George’s, Inc. v. Mulroy*; 6th Cir. Case. No. 23-5611 the 6th Circuit ordered the case dismissed due to Plaintiffs’ lack of standing to pursue a pre-enforcement review of the TAEA. The merits of Plaintiff’s claims under the First Amendment were not reached. Plaintiffs have sought *en banc* review of the dismissal before the 6th Circuit.

⁵ Since the injunction, the City has changed its ordinance and requested that the Plaintiff’s claims be dismissed as moot. The District Court denied dismissal of most of Plaintiff’s claims because “[t]he subsequent change in the City’s ordinance does not eradicate the City’s past actions or ensure the non-discriminatory application of the new ordinance.”

21 O.S. §1021(A) and Bartlesville Municipal Code §12-64 prohibit indecent exposure of genitals in a public place;

Bartlesville Municipal Code §12-91 through 12-94 prohibits disturbance of the peace;

21 O.S. §1123(A)(5) prohibits exposing children to lewd acts; and

WHEREAS, protestors and counter-protestors have a constitutionally protected right to assemble peaceably at all public events; and

WHEREAS, even protests protected by the constitution are subject to laws relating to disturbing the peace and reasonable time, place, and manner restrictions; and

WHEREAS, a public, outdoor drag event is planned during the annual “Pride Celebration” being provided by the Oklahomans for Equality successor group known as Bartlesville Equality on September 14, 2024 at Unity Square; and

WHEREAS, a protest of this event is anticipated; and

WHEREAS, the City Council is deeply concerned about the public safety implications to attendees, protestors, and the public at large related to this event; and

WHEREAS, the City Council is providing specific guidance to the City Manager and the Bartlesville Police Department to ensure that the rights of all parties are preserved, that the safety of the public is maintained, that the above referenced laws relating to lewd and lascivious conduct are strictly enforced, and that the protest remains peaceful and obeys all applicable laws for the preservation of public order.

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

1. A sufficient number of police officers shall be assigned to Unity Square and surrounding areas set aside for protest to ensure the safety of the protestors and participants alike.
 - a. All officers assigned to such duty shall be provided with a high level of specific training related to the rights of protestors at public events, disturbing the peace, and all other topics related to this assignment.

- b. Officers assigned to such duty shall be responsible for enforcement of all public disturbance laws, preserving the rights of the protestors, and ensuring the safety of all involved.
 - c. Open communication with any known protestors or groups should be held in advance of the event and as needed during the event to lessen tensions, improve public safety, and ensure compliance with all laws and regulations.
 - 2. A sufficient number of officers shall be assigned to patrol the Unity Square and all areas surrounding the public event to ensure the safety of the attendees.
 - a. All officers assigned to such duty shall be provided with a high level of training related to rights of attendees and protestors at public events, public safety practices at public events, and all other topics related to this assignment.
 - b. Officers assigned to such duty shall be responsible for enforcement of all public disturbance laws, preserving the rights of attendees, and ensuring the overall safety of the event.
 - c. Open communication with event organizers shall be held in advance of the event and as needed during the event to lessen tensions, improve public safety, and ensure compliance with all laws and regulations.
 - 3. A sufficient number of officers shall be assigned to observe all performances to ensure that no lewd or lascivious acts are committed by performers or spectators.
 - a. All officers assigned to such duty shall be provided with a high level of training related to lewd and lascivious acts, rights of attendees and performers at public events, and all other topics related to this assignment.
 - b. Officers assigned to such duty shall be responsible for ensuring the proper enforcement of all public decency laws, preserving the rights of performers and event organizers, and ensuring the safety of performers and spectators.
 - c. Open communication with event organizers and participants should be held in advance of the event and as needed during the event to lessen

tensions, improve public safety, and ensure compliance with all laws and regulations.

4. All officers shall be provided with body worn cameras and the cameras shall at all times be turned on to record all events while the officers are on duty.
5. The City Manager shall make available to the Chief of Police all resources necessary to ensure the safety of the public, preserve the rights of all parties, and enforce all applicable rules and laws during this event.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Bartlesville, Oklahoma, held the 3rd day of September 2024.

City of Bartlesville

Mayor

ATTEST:

City Clerk