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

REGULAR MEETING OF THE BARTLESVILLE CITY COUNCIL

Tuesday, September 6, 2016
Immediately following the Bartlesville Education Authority Special Meeting beginning at 7 p.m.

Mayor Tom Gorman
918-338-4282

AMENDED AGENDA

(items added to original agenda marked with *)

1. **Call to order the business meeting of the Bartlesville City Council by Mayor Gorman.**

2. **Roll Call and Establishment of a Quorum.**

3. **Citizens to be heard.**

4. **City Council Announcements and Proclamations.**
   - Suicide Prevention Week September 4-10, 2016
   - Crime Stoppers Month September 2016*
   - Constitution Week September 12-18, 2016*

5. **Authorities, Boards, Commissions and Committee Openings**
   - One opening on the Ambulance Commission
   - Two openings on the Sanitary Sewer Improvement Oversight Committee
   - One opening on the Tree Committee

6. **Consent Docket**
   a. **Approval of Minutes**
      i. Special Meeting Minutes of August 8, 2016.

   b. **Approval of Grants, Contracts, Agreements and Assignments**
      i. Approval of a FY 2015 Literacy Technology Enhancement Grant between the Oklahoma Department of Libraries and the Bartlesville Public Library in the amount of $5,000.
      ii. Approval of a Contract for the 2017 Health Literacy Grant between the Oklahoma Department of Libraries and the Bartlesville Public Library-Bartlesville Literacy Services in the amount of $4,000.
      iii. Approval of Amendment No. 2 for the CEC Airport Consultant Contract in the amount of $38,000 for Construction Administration and Inspection Services for the FBO Apron Project and $11,000 to update the City's DBE Program and Goal specific to the FBO Apron Project.
      iv. Approval of the US Cellular Contract Renewal between US Cellular and the City of Bartlesville in the amount of $1,586.00 monthly.
      v. Approval of the Professional Service Contract between the City of Bartlseville and Lerch Bates to develop construction documents and assist with construction administration to modernize the elevators at City Hall in the amount of $20,300.
      vi. Approval of a Confidentiality Agreement regarding a compliance audit agreement between the City of Bartlesville and RDS aka PRA Government Services, LLC.
      vii. Approval of Collateral Assignment of TIF Development Incentive by Bartlesville Investment Partners, LLC to Bancfirst, consented to and acknowledged by the City of Bartlesville and the Bartlesville Development Authority.*

   c. **Approval of Resolutions**
      i. Approval of a resolution stating the City of Bartlesville's official position with regards to the future of the existing State Highway 123 Bridge over the Caney River.
      ii. Approval of a resolution stating the City of Bartlesville's preference with regards to the future alignment of Highway 123 Bridge over the Caney River.
      iii. Approval of a resolution accepting a grant offer from the Federal Aviation Administration (FAA) for Airport Improvement Project (AIP 3-40-0007-011-2016) at Bartlesville Municipal Airport for "Reconstructing Apron" and authorizing the Mayor to execute the Grant Agreement and all necessary documents, upon receipt from the FAA.

d. Receipt of Bids

i. Bid No. 2016-2017-002 for Two Full Size Police Pursuit Vehicles*
ii. Bid No. 2015-2016-016 for Parking Enforcement Vehicle (Go-4 or Equal)
iii. Bid No. 2016-2017-017 for Two Police Pursuit SUV Vehicles
iv. Bid No. 2016-2017-018 for Reconstruct Apron AIP Project 3-40-0007-011-2016
v. Bid No. 2016-2017-021 for a Trim Mower for Adams Municipal Golf Course.

7. **Discuss and take action to award Bid No. 2015-2016-026R for the Johnstone Pavilion Phase II Restroom. Presented by Mr. Kane.**

8. **Discuss and take action to award Bid No. 2016-2017-002 for two full size police pursuit vehicles. Presented by Vice Mayor Copeland.***

9. **Discuss and take action to award Bid No. 2016-2017-003 for the Price Fields Phase II Renovation. Presented by Vice Mayor Dale Copeland.**

10. **Discuss and take action to award Bid No. 2016-2017-014 for Sodium Permanganate. Presented by Dr. Callahan.**

11. **Discuss and take action to award Bid No. 2016-2017-015 for One (1) New 1 ton (11,500 GVWR), 4x4 (single rear wheels), crew cab, pick-up truck standard box length with a 6.2L V-8 gasoline engine for the Fire Department. Presented by Vice Mayor Copeland.**

12. **Discuss and take action to award Bid No. 2016-2017-017 for Two Police Pursuit SUV Vehicles. Presented by Vice Mayor Copeland.**

13. **Discuss and take action to award Bid. No. 2016-2017-021 for a Trim Mower for Adams Municipal Golf Course. Presented by Vice Mayor Copeland.**

14. **A public hearing, discussion and action on a request from Jerry Reed to close a portion of a 20' drainage easement located at 4140 SE Adams Road. Presented by Micah Siemers, P.E., Director of Engineering.**

15. **A public hearing, discussion and action on a request from Matt Christensen on behalf of Bartlesville Investment Partners, LLC to close portions of two sanitary sewer easements located at the southeast corner of Adams Boulevard and Silver Lake Road. Presented by Micah Siemers, P.E., Director of Engineering.**

16. **Discuss and take action to approve an Agreement for Fiscal Year 2016-2017 between the City of Bartlesville and the Bartlesville Professional Fire Fighters, Local 200, Bargaining Agent of the International Association of the Fire Fighters. Presented by Jerry Maddux, City Attorney.**

17. **Discuss and take action to approve an Agreement for Fiscal Year 2016-2017 between the City of Bartlesville and the Fraternal Order of Police, Lodge 117. Presented by Jerry Maddux, City Attorney.**

18. **Presentation, discussion and approval of FY 2015-2016 End of the Year Financials. Presented by Mike Bailey, Administrative Director and CFO.**

19. **New Business**

20. **City Manager and Staff Reports.**

21. **City Council Comments and Inquiries.**

22. **Adjournment.**

The Amended Agenda was received and filed in the Office of the City Clerk at 10:00 a.m. on Friday, September 2, 2016 and posted in prominent public view at City Hall at 5 p.m. same day.

Michael Bailey, City Clerk
Administrative Director/CFO

/s/ Elaine Banes
by Elaine Banes, Deputy City Clerk

All discussion items are subject to possible action by the City Council. 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.

Official Proclamation

SUICIDE PREVENTION WEEK
September 4-10, 2016

***Whereas*,** suicide is one of the most disruptive and tragic events a family and community can experience, and

Whereas, suicide is the second cause of death of young adults in Washington County; and

***Whereas*,** suicide is the second cause of death worldwide among 15-19 year olds, with at least 100,000 adolescents dying by suicide every year; and

***Whereas*,** approximately one million people worldwide die by suicide each year, which is one death by suicide every 40 seconds; and

Whereas, public awareness and education will encourage the development of strategies and support programs to help prevent suicide; and

Whereas, the Washington County Suicide Prevention Coalition is a grassroots collaboration working to eliminate the stigma of suicide, educate the community about the warning signs of suicide, and ultimately reduce the rate of suicide in our community.

Now Therefore, the City Council of the City of Bartlesville, Oklahoma, do hereby officially proclaim the entire week of September 4-10, 2016 as Suicide Prevention Week and encourage all citizens to join us in this worthy observance.

In Witness Whereof, we hereunto set our hands and cause the Official Seal of the City of Bartlesville, Oklahoma, to be affixed this 6th day of September, in the year of our Lord two thousand and sixteen.

_____
Ted Lockin, Ward 1

_____
John J. Kane, Ward 2

_____
Tom Gorman, Mayor and Ward 3

_____
Dr. Joseph Callahan, Ward 4

_____
Dale Copeland, Vice Mayor and Ward 5

city of bartlesville
CONNECTED / CREATIVE / VIBRANT

Official Proclamation

Crime Stoppers Month
September 2016

***Whereas*,** Northeast Oklahoma Crime Stoppers is a non-profit organization funded primarily by private donations; and

Whereas, Members of the community, media and law enforcement came together in partnership to begin the effort to provide crime-solving assistance to law enforcement, and the first Crime Stoppers program was born on September 8, 1976 in Albuquerque, New Mexico after the armed robbery of a Phillips 66 station; and

Whereas, Northeast Oklahoma Crime Stoppers has paid cash rewards to individuals providing information leading to over 450 arrests and the recovery of over $2,104,000 of contraband and recovered stolen property since 1982; and

***Whereas*,** Northeast Oklahoma Crime Stoppers benefits the citizens and the business communities in and around the City of Bartlesville by partnering with them and with surrounding law enforcement agencies; and

***Whereas*,** the Bartlesville Police Department and the Washington County Sheriff's Department fully support the efforts of Northeast Oklahoma Crime Stoppers.

Now Therefore, the City Council of the City of Bartlesville, Oklahoma, does hereby officially proclaim the month of September 2016 as Northeast Oklahoma Crime Stoppers Month in the City of Bartlesville.

In Witness Whereof, we hereunto set our hands and cause the Official Seal of the City of Bartlesville, Oklahoma, to be affixed this 6th day of September, in the year of our Lord two thousand and sixteen.

_____
Ted Lockin, Ward 1

_____
John J. Kane, Ward 2

_____
Tom Gorman, Mayor and Ward 3

_____
Dr. Joseph Callahan, Ward 4

_____
Dale Copeland, Ward 5 and Vice Mayor

Official Proclamation

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, 2016 marks the two hundred twenty-ninth 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 14 through 20 as Constitution Week.*

Now, Therefore, *the Bartlesville, Oklahoma City Council, do hereby proclaim the week of September 12 through 18 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 6th day of September in the year of our Lord, Two Thousand sixteen.*

_____

Ted Lockin, Ward 1

_____

John J. Kane, Ward 2

_____

Tom Gorman, Ward 3 and Mayor

_____

Dr. Joseph Callahan, Ward 4

_____

Dale Copeland, Ward 5 and Vice Mayor

BARTLESVILLE CITY COUNCIL
SPECIAL MEETING MINUTES
August 8, 2016

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

(Notice of this meeting was posted on Thursday, June 16, 2016 at 5:00 p.m.

City Council Members Present: Mayor Tom Gorman, Vice Mayor Dale Copeland, Ted Lockin, John J. Kane and Dr. Joseph Callahan

City Staff Present: Ed Gordon, City Manager, Jerry Maddux, City Attorney, Mike Bailey, Administrative Director/CFO; Lisa Beeman, Director of Community Development; and Kelli Williams, Chief Communications Officer.

1. The Bartlesville City Council meeting was called to order at 8 p.m. by Mayor Gorman.

2. Roll Call and establishment of a quorum.

Roll call was conducted and a quorum was established.

3. The Invocation was provided by Ed Gordon.

4. Citizens to be Heard.

Jack Woods expressed his opposition to development in the flood plain.

Sherri Wilt, President of the Bartlesville Chamber of Commerce, expressed her and the Chamber Board of Director's support of the Silver Lake Village Development.

5. City Council Announcements and Proclamations.

- Dr. Callahan read the Proclamation announcing Phillips 66 Splash Club Days on September 3 and 4, 2016.

6. Authorities, Boards Commissions and Committee Openings.

- One opening on the Ambulance Commission
- Two openings on the Sanitary Sewer Improvement Oversight Committee
- One opening on the Tree Committee

Vice Mayor Copeland announced the openings and encouraged citizens to obtain an application from the City's website or from the City Manager's office.

7. Consent Docket

a. Approval of Minutes

i. The Regular Meeting Minutes of August 1, 2016.

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

i. Appointment of Mr. Brandon Lewis to fill an unexpired term on the Adams Golf Course Operating Committee at the recommendation of Vice Mayor Copeland.

c. Approval of Agreements and Contracts

i. Approval of Subscription Agreement between the Bartlesville Public Library and Rivestas Subscription Services.

ii. Approval of the 2017 Community Literacy Grant Contract Extension between the

Bartlesville Public Library Literacy Services and the Oklahoma Department of Libraries.\

d. Approval of a Quit Claim Deed

i. Approval of the City of Bartlesville issuing a Quit Claim Deed to the Bartlesville Development Authority for the North 125.00 feet of the West 60.00 feet of said N/2 N/2 NE/4 NW/4, containing 0.15 acres of new right-of-way; the remaining area included in the above description being the original 16.5 foot section line right-of-way.

Mayor Gorman read the consent docket.

Mr. Lockin moved to approve the consent docket, seconded by Mr. Kane.

Aye: Dr. Callahan, Mr. Kane, Mr. Lockin, Vice Mayor Copeland, Mayor Gorman
Nay: None
Motion: Passed

8. Discussion and presentation with respect to the Silver Lake Village Project.

Bob Fraser, Chairman of the Bartlesville Development Authority provided the history over the past three years, and how the surveys, volunteer hours, and diligence of the BDA staff has now culminated in the Silver Lake Village Development being presented tonight. David Wood, President of the Bartlesville Development Authority, provided background information and reported on the value of developing in central Bartlesville; the incentive value of TIF funding in place of sales tax funded; no construction risk; and detailed the process of closing, incentives, and financing. Construction will begin on up to 80,000 square feet, retail stores initially, with an estimated $445,000 in new sales tax expected on Phase I. Mr. Woods also explained incentives for restaurant pads and that the BDA can pay only up to $200,000 maximum, and how this would be funded. He also explained the first note payment will be paid out of the economic development fund and reimbursed when the first property tax payments are collected. He continued to explain reserve funds, Phase II and the options available. Additionally, Mr. Wood explained how the site has been permanently protected and provided additional information regarding compensatory fill and other environmental issues. He concluded by saying that other commercial and retail will be available on Silver Lake Road side, and that interest in this corridor is already being garnered.

Jeff Pate, Managing Director of the Shopping Division of GBT, was available through Skype. He stated his appreciation to the City Council for allowing GBT to develop in Bartlesville, and for all of the people who have worked so hard to bring this development to the area. He provided background information about the company. He then announced that T.J.Maxx, Ross Dress for Less; Alta Cosmetics, Rack Room Shoes and Petco that have signed leases to-date. Mr. Pate added that another large retailer is interested, and that GBT is in talks with several restaurants although the names cannot be released at this time. He also said that if the incentive package is approved tonight, closing can take place in the next two weeks and work on the site can begin. He reported that the retails stores would potentially be open in Fall of 2017. In answer to Mr. Kane's questions, Mr. Pate stated that the new restaurants would potentially be open in Spring of 2018.

Mr. Wood addressed Mr. Pate saying that upon inquiry from the economic development director in Enid, that he received high praise for GBT and wanted to pass it on. The Mayor also stated his appreciation to Mr. Pate and everyone involved in the process of bringing the development to fruition.

Mr. Wood concluded by explaining the signing of documents required to disburse the funds as set out below. He also explained how TIF funds are accrued, how they will pay the TIF loan, and once the loan is paid, the increased property taxes will be distributed to the public bodies as normal. Mayor Gorman emphasized that all of the incentives provided will be paid back by the project, with no risk to the City.

9. Discussion and possible action with respect to authorizing a disbursement of funds from the City of Bartlesville Economic Development Fund in the amount of $1,500,000 related to certain economic development projects pursuant to a request from the Bartlesville Development Authority.

Mayor Gorman read the item. There was no further report or discussion on this item.

Vice Mayor Copeland moved to authorize disbursement in the amount of $1,500,000 as presented, seconded by Mr. Kane.

Aye: Mr. Kane, Mr. Lockin, Vice Mayor Copeland, Dr. Callahan, Mayor Gorman.
Nay: None
Motion: Passed

10. Discussion and possible action with respect to a resolution of the City of Bartlesville, Oklahoma (the "City") approving the incurrence of indebtedness by the Bartlesville Development Authority (the "Authority") issuing its Promissory Note, Series 2016 (the "Note"); providing that the organizational document creating the authority is subject to the provisions of the loan documents securing said Note; waiving competitive bidding with respect to the sale of said Note and approving the proceedings of the Authority pertaining to the sale of said Note; and containing other provisions related thereto.

Mayor Gorman read the item. Vice Mayor Copeland asked for clarification on the amount of the note involved in this action, which Mr. Wood clarified in the amount of $935,000 with American Heritage Bank as lender.

Mr. Kane moved to approve the resolution as presented, seconded by Mr. Lockin,

Aye: Mr. Lockin, Vice Mayor Copeland, Dr. Callahan, Mr. Kane, Mayor Gorman.
Nay: None
Motion: Passed

11. Discussion and possible action with respect to a resolution of the City of Bartlesville, Oklahoma (the "City") authorizing the Bartlesville Development Authority (the "Authority") to assist the City in carrying out and administering the Silver Lake Village Economic Development Project Plan adopted by the City; approving the incurrence of indebtedness by the Authority issuing its Tax Increment Revenue Note, Taxable Series 2016 (Letter of Credit) (the "Note"); providing that the organizational document creating the Authority is subject to the provisions of the Loan Agreement authorizing the issuance of said Note; waiving competitive bidding with respect to the sale of said Note and approving the proceedings of the Authority pertaining to the sale of said Note; approving and authorizing the execution of a security agreement by and between the City and the Authority pertaining to the pledge of certain ad valorem and sales tax increment revenues; approving and authorizing execution of a development agreement; approving and authorizing an agreement of support; approving the use of assistance in development financing; and containing other provisions related thereto.

Mayor Gorman read the item. Vice Mayor Copeland clarified that the TIF note referred to is in the amount of $2,758,580 financed by Bancfirst.

Vice Mayor Copeland moved to approve the resolution as presented, seconded by Dr. Callahan,

Aye: Vice Mayor Copeland, Dr. Callahan, Mr. Kane, Mr. Lockin, Mayor Gorman.
Nay: None
Motion: Passed

12. City Manager and Staff Reports.

There were no reports.

13. City Council Comments and Inquiries.

Mayor Gorman thanked all the citizens, Chamber Board members, BancFirst and American Heritage Bank representatives who were in attendance for the meeting. Vice Mayor Copeland added that he appreciated all parties involved and the benefits the development will bring to the community. Dr. Callahan added his compliments to the creativity of the BDA and added his kudos to all involved.

14. Adjournment.

There being no further business to discuss the Mayor adjourned the meeting at 7:48 p.m.

_____
Mayor Tom Gorman

_____
Michael Bailey, Administrative Director/CFO

MEMO

Bartlesville Public Library

TO: Ed Gordon, City Manager

FROM: Shellie McGill, Interim Library Director

DATE: August 19, 2016

SUBJ: Contract for Literacy Technology Enhancement Grant

Please find attached the contract for the Literacy Technology Enhancement Grant from the Oklahoma Department of Libraries. This grant came as a result of "left-over" monies and the Literacy Services Department was very fortunate to receive the $5,000. You will notice it is a short-term grant, August 10, 2016-September 30, 2016.

These monies will pay for a variety of equipment needs. Some of those are laptop utility cart, portable projector, computer, keyboards, and portable DVD/Blue Ray Disc Player. All monies will have to be spent by September 30, 2016.

Please do not hesitate to call if you have any questions or need additional information.

FY 2015 Literacy Technology Enhancement Grant

THIS CONTRACT is made and entered into on this 10th day of August, 2016, by and between the **Oklahoma Department of Libraries**, hereinafter referred to as the **Department**, and the **Bartlesville Public Library Literacy Services**, hereinafter referred to as the **Grantee**.

WHEREAS, the Department recognizes the importance of increasing resources and services to individuals seeking citizenship, and

WHEREAS, the **Grantee** will expand services to immigrants seeking citizenship and will identify and share best practices for a wider impact statewide,

NOW THEREFORE, the parties hereto agree as follows:

Project Actions

1. The **Department** will
    a. provide narrative and financial report forms to the **Grantee;**
    b. monitor the project through review of financial and evaluation reports submitted by the **Grantee** and assess whether activities underway or completed are contributing toward meeting the objectives of the project.

2. The **Grantee will**
    a. purchase technology as designated in the grant proposal;
    b. carry out all activities outlined in the grant proposal;
    c. provide related training for library and literacy staff;
    d. identify and share best practices.

Project Funds

In consideration of participation, the **Department** will grant funds in the amount of **Five Thousand Dollars ($5,000)** to support this effort.

Project Miscellany

1. The **Grantee** will provide the **Department** with evaluation and feedback including best practices as requested.
2. The **Grantee** will submit reports as required by the **Department;**
3. The **Grantee** will keep copies of all invoices paid with grant funds.

3. The **Grantee** will retain all financial and program records, supporting documents, statistical records, and other records pertinent to this grant for a period of five (5) years. (August 10, 2016 - August 10, 2021).

4. **The Grantee** assures that all promotional materials, press releases, bibliographies, reports, and other publications resulting from the activities supported, in whole or in part, by this grant will contain the following acknowledgment:

"This project is supported in whole or part by the Institute of Museum and Library Services through the Library Services and Technology Act, administered by the Oklahoma Department of Libraries."

Project Timeline

The terms of this contract shall be from 08/10/2016–9/30/2016, with the final report submitted on or before August 30, 2016. The contract period may not be extended without good cause and written approval.

Equal Employment Act, Civil Rights Act, Equal Pay Act, Age Discrimination and Disability Act

The Grantee ensures equal employment, equal opportunities, regardless of race, color, creed, national origin, sex, or handicap, in compliance with the Education Amendments of 1972, 1974, and 1976, Title IX; Title VI of the Civil Rights Act of 1964; the Equal Pay Act; U. S. Executive Order 11246; the Age Discrimination Act and Section 504 of the Rehabilitation Act of 1973 as amended.

Signatures

_____	_____
Authorized Representative	Susan McVey, Director
Bartlesville Public Library Literacy Services	Oklahoma Department of Libraries
_____Date	_____Date

FOR USE BY THE OKLAHOMA DEPARTMENT of LIBRARIES

Assurances:

1. Fund F-2551404 400/15, is encumbered for this contract.	Business Manager_____	Date _____
2. Lead Officer is aware of this obligation.	Lead Officer _____	Date _____
3. LSTA Coordinator is award of this obligation.	LSTA Officer _____	Date _____

MEMO

Bartlesville Public Library

TO: Ed Gordon, City Manager

FROM: Shellie McGill, Interim Library Director

DATE: August 19, 2016

SUBJ: Contract for Health Literacy Grant 2017

Please find attached the contract for the 2017 Health Literacy Grant and the Terms and Conditions issued by the Oklahoma Department of Libraries. The grant period is August 16, 2017 and extends to August 15, 2017. This is the second year the Library has received this $4,000.00 grant.

The purpose of this grant is to provide health literacy information and instruction to the Community. The grant also emphasizes increase awareness and knowledge of healthy living choices for both nutrition and exercise. Classes will be scheduled throughout the grant period. They include healthy cooking, general fitness, stress management, and diabetes prevention – just to name a few.

Please do not hesitate to call if you have any questions or need additional information.

CONTRACT

THIS CONTRACT is made and entered into on this August 16, 2016, by and between the **Oklahoma Department of Libraries**, hereinafter referred to as the **Department**, and **Bartlesville Public Library - Bartlesville Literacy Services**, hereinafter referred to as the **Grantee**.

WHEREAS, in 2015, Oklahoma was ranked the 45th healthiest state; and whereas, forty-three percent of Oklahoma adults have *below basic* or *basic* prose literacy skills; and whereas, the ability to read and understand health information is critical to an individual's ability to make informed health decisions,

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Project Action:**
   The Grantee agrees to:
   a. use grant funds to provide resources, information, and training as outlined in the approved health literacy proposal;
   b. publicize the grant award and related projects locally;
   c. include the Institute of Museum and Library Services logo on all print information;
   d. participate in a health literacy training as available;
   e. provide health literacy information to a minimum of 100 members of the community;
   f. provide health literacy instruction to a minimum of eight adult learners;
   g. network with at least two community organizations such as local healthcare facilities, shelters, retirement centers, or similar organizations; and
   h. maintain related statistics, copies of all related print information, and at least one photograph with photo release.

2. **Project Funds:**
   a. The Department will provide the Grantee the sum of **Four Thousand Dollars ($4,000)** to expand health literacy services.
   b. Expenditures for this project must conform to the approved budget, to applicable State laws and regulations, to Institute of Museum and Library Services (IML) regulations, and the conditions of this contract.
   c. The Department must approve any deviation from the proposed budget in excess of $100. The Grantee shall expend all funds received under this contract by **August 15, 2017**. Any funds remaining after termination of this contract shall be returned to the Department within thirty (30) days.
   d. The Grantee will keep separate accounting records of grant funds and retain such records for a period of five (5) years. Such records relating to this contract shall be accessible and available for examination by persons authorized by the Department or its designated examiners.
   e. The Grantee assures that expenditures under this contract shall be included in its next regular financial review or audit.

f. Evidence of failure to comply with the above policies shall result in a hold being placed on all pending grant awards and payments from the Department until compliance can be assured.

3. Project Reports and Records:

a. The Final Project Statistical and Outcomes Report must be received by **August 31, 2017**.
b. The Grantee will keep copies of all invoices paid with grant funds.
c. The Department will monitor the health literacy grant through review of Final Project Statistical and Outcomes Report, making site visits, assessing whether activities underway or completed are contributing toward meeting the objectives of the project, and performing any other inspections necessary to insure that regulations applicable to the Department's contract are being met. The Grantee shall make available project records and personnel to enable the Department to monitor this project.

4. Project Timetable:

a. The terms of this contract shall be from **August 16, 2016** through **August 31, 2017**, with the Final Project Statistical and Outcomes Report submitted on or before **August 31, 2017.**
b. If this contract is not signed by both parties within thirty days of the beginning date, it shall become null and void.

Authority:

Each signatory to this contract declares that he/she has legal authority for obligating the entity he/she represents for the benefits and/or liabilities resulting under said contract and accepts liability for any misrepresentation of such authority.

Bartlesville Public Library-Literacy Services

_____
Director

_____
Date

Oklahoma Department of Libraries

_____
Susan C. McVey, Director

_____
Date

FOR USE BY THE OKLAHOMA DEPARTMENT of LIBRARIES
Assurances:
Fund 400-16, ob sub 2551121 is encumbered for this contract.

Business Manager _____ Date _____

LSTA Coordinator _____ Date _____

Lead Officer _____ Date _____

LSTA TERMS AND CONDITIONS

Health Literacy Grant

It is understood that participation in this grant involves an agreement to accept and adhere to the following regulations and conditions:

The Grantee will fulfill the grant described in the contract. In fulfilling this grant the Grantee shall follow all state and local laws, rules, regulations, standards, and procedures required subject to Federal statutes, and regulations including, but not limited to, those enumerated in this Compliance and Assurances.

Drug-free Workplace

Maintenance of a drug free workplace is the responsibility of the Grantee. All recipients are prohibited from unlawfully manufacturing, distributing, dispensing, possessing or using a controlled substance in or on workplace facilities or property.

Grant Funds Expenditures

Federal funds for the purchase of materials as part of a grant are to be used specifically for instituting new services or to supplement present services as required by the project.

Indirect Costs

When acting as a pass-through entity, the State Library Administration Agency (SLAA) is required to honor a sub-recipient's federally negotiated indirect cost rate if one already exists. If no such rate exists, the SLAA must honor either a rate negotiated between the SLAA and the sub-recipient (in compliance with federal guidelines) or the minimum rate of 10 percent of the sub-recipient's modified total direct costs (MTDC). Sub-recipients may elect not to claim any indirect costs. *See 2 CFR 200.331*
Certification of Indirect Costs must be provided if sub-recipient claims a negotiated indirect cost rate. If an indirect cost rate of up to 10 percent is claimed, charges must directly relate to the project and an itemized budget must be provided.

Grant Amount Payment

The Federal share of the costs purchased under this grant may not exceed the amount granted unless such expenses have been approved by the Lead Officer. Applicable cost principles can be found in OMB Circulars A-87, A-102, and A-133.

Accounting and Record Keeping

The Grantee will account separately for all funds expended for the project. All records and final expenditures and grant information must be kept readily available for FIVE years. Accounting records shall be supported by source documentation such as canceled checks, paid bills, contracts, etc. A copy of all invoices paid shall be kept in the file. The invoices must be marked with the check number for identification.

Federal or State Monitoring

The Federal grantor agency, the Comptroller General of the U.S. or other duly authorized representative, the Governor and the State Auditor or their designees shall have the right at reasonable notice to examine the books, records and other compilations of data of the Grantee which pertain to the performance of the provisions and requirements of this Agreement per 45 CFR 1183.36 and Executive Order 195 of April 27, 1981.

Oklahoma Department of Libraries Monitoring

The Oklahoma Department of Libraries may conduct on-site or off-site monitoring reviews of the Project during the term of this grant agreement and up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

a. Whether project activities are consistent with those set forth in the grant contract and the grant application;

b. The actual expenditure of state, local and/or private funds expended to date on the project is in conformity with the amounts for each budget line item and that unpaid costs have been properly accrued;

c. That Grantee is making timely progress with the project, and that its project management, financial management and control systems, procurement requirements set for the in the grant contract and these terms and conditions **{Compliance/Assurance}** are fully and accurately reflected in project reports submitted to the State;

d. That Grantee is retaining a copy of all informational materials, survey, video tape, and advertising in an organized fashion which could be retained and viewed for a five year period.

Acknowledgements

Any publication or presentation resulting from this grant must contain the following acknowledgement:

a. "The activity which is the subject of this report was supported in whole or in part by the Institute of Museum and Library Services. However, the opinions expressed by a grant supported outside agent do not necessarily reflect the position or policy of the library or IMLS and no official endorsement by those entities should be inferred."

b. The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for Federal government purposes, the copyright in any work developed as a part of this grant.

Advertisements

The Grantee will acknowledge, according to regulations, Federal funding in all printed materials, newspaper coverage and interviews, program notes, catalogs, annual reports and other publicity pertaining to the project. In all cases, one of the following phrases must be used:

a. "This project is being funded through the Oklahoma Department of Libraries with funds from Library Services and Technology (LSTA), a Federal source of library funding provided by the Institute of Museum and Library Services."

OR

b. "Financial assistance for this special project is made possible with Federal funds from the Institute of Museum and Library Services administered through the Oklahoma Department of Libraries."

Record Retention

The Grantee will retain for five years a minimum of one copy of any publication, informational materials, survey, videotape, film, union list, or other such materials produced as a result of this LSTA project.

Future Eligibility

In order to maintain eligibility for future grants, the Grantee may submit a final narrative and financial report to this agency, following the format and due date provided with this contract. The library will retain copies of both reports submitted. All copies will be retained for five years.

Grant Close-out

Close-out of the grant does not affect regulations concerning retention of all programmatic and financial records (45 CFR 1183.42), recovery of disallowed expenditures resulting from an audit, and equipment responsibilities.

Suspension or Termination

This agreement may be suspended or terminated upon the recommendation of the Lead Officer and the approval of the Director of the Oklahoma Department of Libraries if there is failure to comply materially with the terms of the grant. New obligations incurred during any period of suspension will not be allowed unless specifically authorized by the Lead Officer. New obligations shall not be incurred after the date of termination.

_____
Grantee

_____
Director, OK Department of Libraries

_____
Date

_____
Date

STAFF REPORT ***ENGINEERING DEPARTMENT***

TO: Ed Gordon, City Manager

FROM: Micah Siemers, P.E. Director of Engineering

DATE: August 31, 2016

SUBJECT: Discuss and take action regarding Amendment No. 2 to the Professional Services Agreement with CEC for Airport Consulting Services

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The next phase in airport improvements involve rehabilitation of the FBO apron as well as updating the various disadvantage business enterprise (DBE) information and 5 year capital plans. In May, 2016 Council approved an Agreement for Professional Services with CEC along with Amendment No. 1 to the agreement. Amendment No. 1 specifically outlined the design fees for the FBO Apron rehabilitation project, FAA grant administration, and pavement condition assessment.

Bids were received for the FBO Apron project on August 22, 2016 and the bid receipt and award is scheduled for the September 6th City Council meeting. Amendment No. 2 to the professional services agreement covers the Construction Administration and Inspection services for the project. On past large scale airport projects City staff has relied upon the airport consultant to facilitate the construction administration and inspection due to the specialized nature of the projects and the relationship with FAA grant funding. Additionally Amendment No. 2 addresses fees for the consultant to update the City's Disadvantaged Business Enterprise (DBE) Program as well as the specific DBE Program Goal for the FBO Apron project.

When the FAA grant is anticipated to exceed $250,000, the FAA requires (in accordance with 49 CFR Part 26) that the Sponsor (City) have in place a Disadvantaged Business Enterprise Program, as well as a specific DBE utilization goal for that project.

The City's last DBE Program and Goal were prepared in June 2010, for the FY 2011 FAA project, and were for the parallel taxiway reconstruction project. However, after the Program and Goal had been prepared, the City decided to switch the project from the taxiway, to the construction of the aprons and taxiway for the new T-hangar. At the time, we contacted FAA, and they agreed that the scope of the hangar apron project was similar enough to the parallel taxiway project for which the goal was originally prepared, and allowed us to use the same goal for the hangar apron project.

Then in 2012, 49 CFR Part 26 was updated and required major revisions to all existing DBE Programs. We still had the FAA approval letter of our DBE goal that was prepared in 2010 for the parallel taxiway project (that was not constructed at the time), so we submitted it to FAA for the FY 2013 parallel taxiway project, and they accepted it. Thus, even though our DBE Program no longer complied with current requirements at the time of the 2013 project, FAA allowed us to continue using it.

When we originally planned the FY 16 FBO apron reconstruction project, we only had $247K+/- in FAA funds available. Thus, it seemed obvious that the FAA grant could not exceed $250K, so we did not plan to prepare a DBE goal. When the Oklahoma Aeronautics Commission (OAC) found $270K+/- of additional funding and had it transferred to the City so we could increase the scope of the FBO Apron project, we knew we would have to prepare a DBE Goal for the specific project.

When preparing our Programs and Goals we found that the City's DBE Program was still the one from 2010, and thus did not comply with the changes required by FAA in 2012 (that we were able to avoid), and thus she confirmed that the Program would need to be updated as well as the specific Goal for the project prepared.

In short, since the FAA grant will now be over $250K, FAA requires that we have a current DBE Program and Goal, that strongly encourages (it doesn't technically force them) the prime contractor to subcontract portions of the project to DBE certified subs.

All that said, Amendment No. 2 to the CEC professional services agreement includes $38,000.00 for Construction Administration and Inspection Services for the FBO Apron project and $11,000.00 to update the City's DBE Program and Goal specific to the FBO Apron project. It should also be noted that everything in Amendment No. 1 and 2 is 90% reimbursable under the FAA grant.

Staff recommends approval of Amendment No. 2 to the CEC Agreement for Professional Services.

Please schedule this item for City Council consideration on its September 6th meeting.

CEC
infrastructure solutions

August 23, 2016

Mr. Micah Siemers, P.E.
Director of Engineering
City of Bartlesville
401 South Johnstone Avenue
Bartlesville, Oklahoma 74003

RE: Amendment No. 2 to Owner-Engineer Agreement
Rehabilitate Apron – Phase I
AIP 3-40-0007-011-2016
Bartlesville Municipal Airport

Dear Mr. Siemers:

Please find enclosed 2 copies of Amendment No. 2 to our Owner-Engineer Agreement, for referenced project.

If the amendment meets the Council's approval, please return one executed copy to me.

Please let me know if you have any questions.

Sincerely,

Toby J. Baker, P.E.
CEC // INFRASTRUCTURE SOLUTIONS
Airports Division Manager

AMENDMENT NO. 2 TO OWNER-ENGINEER AGREEMENT

Subject of Amendment: Airport Improvement

1. Background Data:

a. Effective Date of OWNER-ENGINEER Agreement: **May 2, 2016**

b. OWNER: **City of Bartlesville**

c. ENGINEER: **CEC Corporation**

d. Project: **Rehabilitate Apron – Phase I**
AIP 3-40-0007-011-2016

2. Nature of Amendment

Additional Services to be performed by ENGINEER

3. Description of Amendment

See Attachment 1, "Additions"

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

OWNER: **City of Bartlesville**

_____

By: **Thomas Gorman**

Title: **Mayor**

Date Signed: _____

ATTEST:

_____ (SEAL)

ENGINEER: **CEC Corporation**

_____

By: **Toby Baker, P.E.**

Title: **Airports Division Manager**

Date Signed: 8/22/16

ATTEST: _____
Secretary

CEC CORPORATION CORPORATE SEAL OKLAHOMA (SEAL)

Bartlesville Municipal Airport

This is **Attachment 1**, consisting of 1 page, to **Amendment No. 2**, dated _____.

Initial:
OWNER _____
ENGINEER TJB

Additions

A1. ENGINEER shall perform the following Additional Services for **Bartlesville Municipal Airport**:

a. Construction Administration and Inspection
b. Update DBE Program and Goal

A2. For the Additional Services set forth above, OWNER shall pay ENGINEER the following additional compensation:

a. Lump Sum $ 38,000.00
b. Lump Sum $ 11,000.00

ACCOUNTING AND FINANCE

MEMORANDUM

TO: Ed Gordon, City Manager

FROM: Mike Bailey, Administrative Director/CFO

SUBJECT: US Cellular Contract renewal.

GENERAL INFORMATION:

For the past two years, the City of Bartlesville has been utilizing US Cellular for our mobile needs. Earlier this year, several of our devices were upgraded or replaced. This requires that the contract with US Cellular be renewed for an additional 2 years.

The terms of the extended agreement are identical to the terms of the original agreement, and there was no change except for a modification to some of the City's devices.

Please schedule this for the Consent agenda at the next City Council meeting.

COUNCIL ACTION REQUESTED:

Approve the attached agreement between the City and US Cellular.

Business Customer Service Agreement prepared for:

City of Bartlesville

Submitted by:
Chelsea Henderson
918-381-8555
Chelsea.Henderson@uscellular.com

CONFIDENTIAL

BUSINESS CUSTOMER SERVICE AGREEMENT

THIS BUSINESS CUSTOMER SERVICE AGREEMENT (this "Agreement"), dated August 10, 2016 (the "**Effective Date**"), is by and between USCC Services, LLC on behalf of its operating licensed affiliate doing business as U.S. Cellular in the Home Market ("**USCC**"), and City of Bartlesville on behalf of its employees and permitted subsidiaries and affiliates ("**Customer**").

WHEREAS, Customer desires to purchase wireless telecommunication services and equipment from USCC; and

WHEREAS, USCC is willing to provide Customer with wireless telecommunication services and equipment in accordance with the provisions and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. DEFINITIONS.

(a) "Equipment" means wireless telephone, data, and other similar devices and ancillary devices or accessories purchased by Customer from USCC, otherwise provided to Customer by USCC for use in connection with Service, or approved in writing by USCC for use in connection with Service(s).

(b) "Home Market" means the market in which the USCC switch to which your account is assigned at the time your service is established.

(c) "Service(s)" means each and every wireless service (including, without limitation, telecommunication, voice, and data services) that USCC provides directly or indirectly to Customer.

2. PROVISION OF SERVICE.

(a) USCC shall provide and Customer shall purchase Service and Equipment pursuant to the terms and conditions set forth in this Agreement. This Agreement shall govern and control the provision of Service and any purchase of Equipment or other transaction.

(b) Service is available to Equipment only when such Equipment is within the operating range of Service as set forth in USCC's standard coverage maps. The standard coverage maps as of the Effective Date are attached hereto as Exhibit A. Such maps may be updated periodically by USCC. Service is furnished for Customer's use only. Customer may not resell Service to third parties.

(c) At least 50% of Customer's monthly voice usage on each piece of Equipment must be used in USCC's licensed markets. No more than 400 MB of Customer's data usage in any month on each piece of Equipment may be used in USCC's non-licensed markets.

(d) USCC may impose usage or service limits, suspend service or block certain categories of transmissions in its sole discretion to protect its customers or its business. Customer may not use the service for any unlawful, improper, harassing or abusive purpose or in such a way that interferes with USCC's network, business operations, employees or customers.

(e) Machine to Machine Services ("M2M"). M2M shall refer to Services where data is transmitted over USCC's network between devices (including wireless devices, modems, computer servers, or other machines) with limited to no manual administration, supervision, or intervention. If Customer utilizes M2M Services, the requirements for use of such Services including rates, equipment, and other terms and conditions, shall be set forth in Exhibit C, attached hereto and made a part hereof. M2M Services shall also be governed by this Agreement along with any applicable third party terms and conditions. M2M Services may require 3rd party Equipment, 3rd party services such as software-as-a-service ("SAAS"), and/or the acceptance of third party end-user license agreements by Customer. USCC makes no warranties, representations, or other statements regarding such third party Equipment, agreements, or services and Customer agrees that it may only use such 3rd party Equipment or services that are approved by USCC for use on its network. M2M lines are data only lines for use with M2M equipment approved by USCC only. USCC may prohibit standard wireless devices and equipment from being activated on M2M lines.

(f) Wireless Priority Service. USCC is under contract with Computer Sciences Corporation ("CSC"), the Federal Government's Priority Telecommunications Services contractor, to provide call data for a user's Wireless Priority Service ("WPS") calls and Government Emergency Telecommunications Service ("GETS") calls to CSC and the Department of Homeland Security Office of Emergency Communications for the purpose of evaluating service performance and protecting against fraudulent or unlawful use. If and when Customer uses WPS or GETS, Customer consents to USCC providing Customer's call data for WPS or GETS calls, as applicable, to these parties and for this purpose.

(g) BlackBerry® Services. If Customer utilizes BlackBerry Service and Equipment, that use shall be governed by this Agreement and the applicable Blackberry License(s). For purposes of this Agreement, "Blackberry License(s)" means the then current standard software license(s), in whatever form or medium provided by BlackBerry Limited. The current BlackBerry License(s) can be found at www.blackberry.com/legal.

(h) Additional individual Services offered by USCC are subject to specific terms and conditions. Those terms and conditions are included in the specific brochure or material for that specific Service and are incorporated herein and made a part of this Agreement.

3. CUSTOMER SUPPORT.

USCC will provide Customer with customer support, which may include a major account support team, as set forth in Exhibit B.

4. RATES AND CHARGES.

(a) Customer shall pay for Service at the rates set forth in Exhibit C or Exhibit D as applicable. Customer shall also pay applicable additional fees and charges including, without limitation, regulatory cost recovery charges (e.g., Universal Service Fund, Enhanced 911, and Wireless Number Portability), surcharges, and taxes. Customer acknowledges that such additional fees and charges are subject to change without prior notice. USCC will measure and bill voice Service usage in one-minute increments, and each partial minute of usage will be rounded up and billed as a full minute. USCC may bill Customer for calls that are not completed but ring longer than 59 seconds. For completed calls, Customer will be billed from the time Customer pushes the "send" button until the call is terminated.

(b) The business address (not the billing address if different) will be deemed to be the primary place of use of Service for all Equipment for the purposes of calculating certain taxes, surcharges and fees. Customer agrees to inform USCC of any changes to the business address. That business address must always be within USCC's licensed markets.

(c) If Customer desires to purchase any services offered by USCC for which rates are not set forth in Exhibit D, then upon request from Customer, USCC may provide to Customer a written offer setting forth the applicable rates and charges therefor. If Customer accepts such offered rates and charges, USCC shall provide such services which shall thereafter be deemed to be part of the Service.

5. EQUIPMENT.

(a) USCC will sell Equipment to Customer at the prices set forth in Exhibit E, if any, as the case may be, for each new line of Service activated by Customer and each Eligible Upgrade. An "**Eligible Upgrade**" means Customer's first upgrade of wireless handset Equipment for a line of Service after completing 24 months of Service on such line. Except for Eligible Upgrades and new activations, all other purchases or upgrades of wireless handset Equipment shall be at full retail price.

(b) Certain Equipment may be purchased utilizing installment plan pricing. Equipment eligible for installment plan pricing and the applicable pricing is set forth in Exhibit E. Customer will be required to execute a separate Retail Installment Contract for Equipment purchases made with installment plan pricing.

(c) At Customer's option, Customer may change the Service rate plan for any of its then-existing Equipment to any other Service rate plan set forth on Exhibit D, provided that such Equipment is compatible with the chosen Service rate plan.

(d) For M2M, Customer may only utilize Equipment sold by or otherwise provided by USCC, or in the case of Equipment that is obtained directly from a 3rd party only Equipment that is approved by USCC for use on its network. USCC reserves the right to revoke any previous approval for Equipment and to refuse to provide Service(s) for any customer owned Equipment at any time and for any reason in its sole discretion.

6. BILLING AND PAYMENT.

(a) USCC shall bill Customer on a monthly basis for all amounts due hereunder. Billing for some calls made/received by Customer outside of Customer's Home Market may occur after the close of the regular billing cycle. Typically this occurs when Customer makes/receives calls late in the billing cycle outside of the Home Market such as when Customer is roaming on another carrier's network or is making/receiving calls on a USCC network other than the Home Market. When this occurs, the minutes used, and associated charges, will be applied against Customers monthly calling plan in the month that the usage appears on the bill rather than the month the calls actually occurred.

(b) USCC may charge a late fee of 18% per annum for any amount not paid when due. Except where prohibited by law, USCC may charge a processing fee of up to $5.00 on any credit balance due upon termination of Service for any reason. Customer agrees that it may be charged a collection fee if the account is referred to a third party agency for collection. The collection fee will be assessed up to the maximum amount permitted by applicable law. Customer agrees to reimburse USCC for all costs (including, without limitation, reasonable attorneys' fees, collection fees and similar expenses) incurred by USCC in connection with the collection of amounts due from Customer hereunder.

7. COVERAGE.

Customer acknowledges that Service may be interrupted or unavailable due to atmospheric or topographical conditions, governmental regulations or orders, or system capacity limitations. Representations of coverage by USCC or its agents are not guarantees. Customer also acknowledges that

the BlackBerry portion of the Service or M2M Services may be interrupted or unavailable due to the failure of third party suppliers or the termination of one of more third party supplier relationships.

8. TERM AND TERMINATION.

(a) Term. Unless terminated earlier as provided herein, the initial term of this Agreement shall commence as of the Effective Date and shall expire one year thereafter (the "**Initial Term**"). The term of this Agreement shall renew thereafter for successive thirty-day terms (each a "**Renewal Term**") unless either party notifies the other party in writing of its intent not to renew this Agreement, and such notice is provided at least thirty days prior to the expiration of the Initial Term or the then-current Renewal Term, as the case may be.

(b) Termination. Either party (the "Nondefaulting Party") may terminate this Agreement if the other party (the "Defaulting Party"): (i) is or becomes insolvent; (ii) makes an assignment for the benefit of creditors, or a receiver is appointed to take charge of all or any part of the Defaulting Party's assets or business; (iii) is the subject of a bankruptcy, whether voluntary or involuntary; or (iv) materially breaches any of its obligations under this Agreement, and such breach is not cured within ten days after the Nondefaulting Party notifies the Defaulting Party in writing of such breach. USCC may immediately terminate the BlackBerry portion of the Service (A) if USCC is prevented from providing such portion of the Service by any law, regulation, requirement or ruling issued in any form whatsoever by judicial or other government authority, (B) upon termination of any third party relationship that affects such portion of the Service including, without limitation, termination of USCC's relationship with BlackBerry, or (C) if Customer fails to comply with any applicable BlackBerry License. Additionally, USCC may terminate this Agreement at any time if we cease to provide Service in your Home Market. Customer may terminate service upon written notice to USCC (effective immediately unless a different Termination Date is indicated) and payment of any applicable Early Termination Fees as set forth herein. Customer's request to port any number will be considered notice to USCC to terminate Service immediately and Customer will be liable for all amounts due including any Early Termination Fees. Monthly recurring Services and applicable charges for those monthly recurring Services shall be prorated to coincide with the termination date and depending on the amount of Service that you have used during the month of termination, such a proration may result in you incurring overage charges. If this Agreement is terminated for any reason during the Initial Term other than for a breach by USCC continuing beyond any applicable cure period or due to USCC ceasing to provide Service in your Home Market, you may be assessed an early termination fee ("**ETF**").

(c) Early Termination Fees. If this Agreement or any line of Service is terminated during the Initial Term for any reason other than USCC's

material breach of this Agreement or for reasons set forth in Section 8(b)(A) or Section 8(b)(B) above, Customer will be subject to a prorated ETF of $150.00 per terminated line of Service for feature phones, modems, hotspot devices, and M2M lines utilizing customer owned Equipment and a $350.00 ETF per terminated line of Service for smartphones, tablets, and M2M lines utilizing Equipment purchased from USCC at a subsidized price. Regardless of the start and end date of the Initial Term or any Renewal Term of this Agreement, any ETF will be prorated over twenty-four months from the date of initial activation of the Equipment on the terminated line of Service in accordance with the following: an ETF of $350.00 for a 24 month Initial Term will be reduced by $8.33 for each of months 1 - 23, $8.41 for month 23, and further reduced to $0 after the last day of month 24 ($150.00 remaining ETF applies during month 24); an ETF of $150.00 for a 24 month Initial Term will be reduced by $3.13 for each of months 1 - 23 and further reduced to $0 at the conclusion of month 24 ($75.00 remaining ETF applies during month 24); and ETF's of any different amount or for a different Initial Term length will be specifically set forth in pricing Exhibit E. Notwithstanding the foregoing and excluding M2M lines, the aforementioned ETF's shall only apply to lines of Service in which the Customer has purchased subsidized Equipment. ETF's shall not apply to any line on Service in which the Equipment was purchased pursuant to a Retail Installment Contract. For M2M lines, Customer acknowledges that due to the costs of USCC setting up the line for any Equipment, the previously mentioned ETF amounts will apply whether the Equipment was purchased from USCC or provided by Customer, and Exhibit B may state additional requirements for termination of M2M lines.

(d) Consequences of Termination. Upon termination or expiration of this Agreement: (i) Customer shall pay all amounts due hereunder to USCC; (ii) USCC shall cease to provide Service hereunder; and (iii) Sections 7 and 9 through 19, as well as any other provision that should naturally extend beyond the termination or expiration of this Agreement, shall survive such expiration or termination of this Agreement for any reason.

9. AUTHORIZED USERS.

Customer may appoint one or more persons to manage Customer's account ("Authorized Users"). These Authorized Users will be able to access and make changes to Customer's account, including but not limited to; view information about the account, add and/or terminate lines of Service, purchase equipment, extend and/or renew the contract term, make payments on the account, etc. Customer is responsible for any account changes made by the Authorized Users.

10. THEFT.

If any Equipment is lost, stolen or otherwise absent from Customer's possession and control, Customer is responsible for all charges until Customer reports the loss, theft, or other occurrence to USCC. USCC may require Customer to provide USCC with a police report or sworn statement verifying the loss or theft before waiving any charges. No such report shall be deemed to be a notice of termination of this Agreement.

11. ARBITRATION.

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION AT THE REQUEST OF EITHER PARTY PURSUANT TO THE WIRELESS INDUSTRY ARBITRATION RULES AS MODIFIED BY THIS AGREEMENT AND AS ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). THE AMERICAN ARBITRATION ASSOCIATION SHALL ADMINISTER THE ARBITRATION AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. BOTH PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS A TRANSACTION INVOLVING INTERSTATE COMMERCE, AND IS THEREFORE GOVERNED BY THE FEDERAL ARBITRATION ACT. BY AGREEING TO ARBITRATION, BOTH PARTIES ARE WAIVING THEIR RIGHT TO LITIGATE IN COURT INCLUDING ANY RIGHT TO A JURY TRIAL. UNLESS USCC AND CUSTOMER OTHERWISE MUTUALLY AGREE, ALL HEARINGS UNDER SUCH ARBITRATION SHALL TAKE PLACE IN THE COUNTY OF YOUR BILLING ADDRESS. AT YOUR OPTION, YOU MAY BRING AN ACTION AGAINST US IN SMALL CLAIMS COURT, NOTWITHSTANDING THIS AGREEMENT. THE PARTIES AGREE THAT ALL CLAIMS, WHETHER IN ARBITRATION OR IN SMALL CLAIMS COURT, SHALL BE TREATED INDIVIDUALLY AND THERE SHALL BE NO CONSOLIDATION OF CLAIMS, CLASS ACTIONS, REPRESENTATIVE ACTIONS OR PRIVATE ATTORNEY GENERAL ACTIONS. THIS PROVISION REQUIRING INDIVIDUAL TREATMENT OF ALL CLAIMS IS NOT SEVERABLE AND SHOULD THIS PROVISION BE DEEMED UNENFORCEABLE AT ANY TIME

BY ANY ARBITRATOR OR BY ANY COURT OF COMPETENT JURISDICTION, THIS ARBITRATION CLAUSE SHALL BE NULL AND VOID IN ITS ENTIRETY. THIS ARBITRATION PROVISION SURVIVES THE TERMINATION OF THIS AGREEMENT. FOR ADDITIONAL INFORMATION ON COMMENCING ARBITRATION AND HOW THE ARBITRATION PROCESS WORKS, YOU MAY CALL THE AMERICAN ARBITRATION ASSOCIATION AT 800-778-7879 OR VISIT THEIR WEBSITE AT WWW.ADR.ORG.

12. CERTIFICATE OF AUTHORITY.

If Customer is a person, firm, or organization other than the individual user of the Service, the individual agreeing to this Agreement on behalf of such Customer hereby certifies having authority to agree on behalf of Customer.

13. LIMITS OF LIABILITY.

USCC'S LIABILITY REGARDING CUSTOMER'S USE OF THE SERVICES OR RELATED EQUIPMENT, OR THE FAILURE OF OR INABILITY TO USE THE SERVICE OR EQUIPMENT, IS LIMITED TO THE CHARGES CUSTOMER INCURS FOR THE APPLICABLE SERVICE OR EQUIPMENT DURING THE AFFECTED PERIOD. THIS MEANS USCC IS NOT LIABLE FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST BUSINESS OPPORTUNITIES), PUNITIVE OR EXEMPLARY DAMAGES, OR ATTORNEYS' FEES.

14. DISCLAIMER OF WARRANTIES.

USCC MAKES NO WARRANTY REGARDING THE SERVICES, EQUIPMENT OR SOFTWARE AND DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. USCC IS NOT RESPONSIBLE FOR CIRCUMSTANCES BEYOND ITS CONTROL, INCLUDING WITHOUT LIMITATION, ACTS OR OMISSIONS OF OTHERS, ATMOSPHERIC CONDITIONS, OR ACTS OF GOD. USCC DOES NOT MANUFACTURE EQUIPMENT OR SOFTWARE, AND CUSTOMER'S ONLY WARRANTIES AND REPRESENTATIONS WITH RESPECT TO EQUIPMENT OR SOFTWARE ARE THOSE PROVIDED BY THE MANUFACTURER (WITH RESPECT TO WHICH USCC HAS NO LIABILITY WHATSOEVER). USCC SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY END USER FOR ANY PORTION OF THE SERVICE PROVIDED BY RIM, ITSELF OR THROUGH OR IN CONJUNCTION WITH USCC, OR FOR THE ACCURACY, TIMELINESS OR CONTINUED AVAILABILITY OF ANY SUCH SERVICE. USCC SHALL HAVE NO LIABILITY TO

CUSTOMER OR ANY END USER FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION WITH RESPECT TO ANY ELEMENT OF THE BLACKBERRY PORTION OF THE SERVICE PROVIDED BY ANY THIRD PARTY INCLUDING, WITHOUT LIMITATION, BY RIM, THROUGH OR IN CONJUNCTION WITH USCC. IN ADDITION, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, USCC SPECIFICALLY DISCLAIMS THE SUITABILITY OF THE SERVICE FOR USE IN MISSION CRITICAL APPLICATIONS OR IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL SAFE CONTROLS, INCLUDING WITHOUT LIMITATION, OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL AND LIFE SUPPORT OR WEAPONS SYSTEMS.

15. ASSIGNMENT.

Neither party shall have the right to assign or transfer its rights or obligations pursuant to this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign or transfer this Agreement to a successor as a result of a merger, consolidation, acquisition, reorganization or sale of all or substantially all of such party's assets without the prior consent of the other party. No such assignment or transfer shall have the effect of increasing the obligations of either party under this Agreement. The terms and conditions of this Agreement will inure to the benefit of, and shall be binding upon, each party's successors and permitted assigns.

16. ENTIRE AGREEMENT AND AMENDMENT.

This Agreement is the entire agreement between Customer and USCC. This Agreement supersedes any inconsistent or additional promises made to Customer by any employee or agent of USCC, including but not limited to any customer service agreement between USCC and any affiliate or subsidiary of Customer. In the event of a conflict or inconsistency between the terms of this Agreement and any other referenced agreement or terms and conditions, the terms of this Agreement shall govern and control. Except as otherwise provided herein, this Agreement may not be modified or amended or any rights of a party to it waived except in a writing signed by duly authorized representatives of the parties hereto.

17. GOVERNING LAW.

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois. In the event of any conflict between this Agreement and the applicable laws or tariffs of any local, state or federal body, such laws or tariffs shall control to the extent applicable. All Exhibits to this Agreement are hereby incorporated into and made a part of this Agreement.

18. NO WAIVER; SEVERABILITY.

USCC's failure to enforce any right or remedy available under this Agreement is not a waiver. If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in force.

19. NOTICE.

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given when either personally served or after 3 business day if mailed by certified, registered mail, return receipt requested, or after 1 business day if delivered by a reputable overnight delivery service, or by facsimile transmission to:

USCC:
Attn: Chelsea Henderson
4700 S Garnett Rd. Ste. 100
Tulsa, OK 74146

Customer:
Attn: Mike Bailey
401 S Johnstone Ave
Bartlesville, OK 74003

With a copy to:
USCC Services, LLC
Attn: Legal and Regulatory Affairs
8410 West Bryn Mawr
Chicago, IL 60631
FAX #: (773)864-3133

and to:

Stephen P. Fitzell, Esq.
Sidley Austin LLP
One S. Dearborn Street
Chicago, IL 60603
FAX #: (312)853-7036

If either party changes its address during the Term, it shall so advise the other party in writing, and all notices thereafter required to be given shall be sent to such new address.

20. COMPLIANCE WITH LAW.

Each party shall comply with all applicable laws, rules and regulations in its performance hereunder.

21. PUBLICITY AND ADVERTISING.

Neither party shall, without the prior written consent of the other party: (i) use any name, trade name, trademark, service mark or symbol of the other party in advertising, publicity or otherwise, or (ii) represent, directly or

indirectly, that any Service or Equipment provided by such party has been approved or endorsed by the other.

22. IN BUILDING REPEATER SYSTEMS.

Customer acknowledges that, pursuant to Section 22.383 of the FCC's Rules (47 C.F.R. Section 22.383), only FCC licensees are authorized to install and operate any "in building radiation systems" or "in building repeater systems" as defined in Section 22.99 of the FCC's Rules (47 C.F.R. Section 22.99) and that the installation and operation of any such system can take place only with USCC's consent and under its supervision and control. During the term of this Agreement, Customer shall not install on its premises any such system without USCC's prior written consent.

23. AFFILIATES AND SUBSIDIARIES.

Upon request by Customer and subject to USCC's written approval, which may be withheld in its sole discretion, Customer's affiliates and subsidiaries may purchase Service or Equipment from USCC pursuant to the terms and conditions of this Agreement. Customer shall guarantee the performance of its approved affiliates and subsidiaries obligations under this Agreement.

24. CREDIT INFORMATION.

Customer authorizes business references or consumer and credit agencies to furnish USCC with credit records, ratings, and history.

25. CONFIDENTIALITY.

(a) Confidential Information. "Confidential Information" means with respect to a party hereto, this Agreement, together with all business or technical information or materials of such party provided hereunder. Confidential Information shall not include information or material that the receiving party demonstrates: (i) was known to the receiving party prior to the Effective Date free of any obligation of nondisclosure; (ii) was in the public domain prior to the date received by a receiving party hereunder or which subsequently came into the public domain through no fault of the receiving party; (iii) was lawfully received by the receiving party from a third party free of any obligation of nondisclosure; or (iv) was independently developed by the receiving party, employees, consultants or agents without reference to any Confidential Information of the disclosing party.

(b) Maintaining Confidentiality.

The parties shall:

(i) hold all Confidential Information in strict confidence and not disclose it to others or use it any way except in performing the receiving party's obligations under this Agreement; and

(ii) take all action reasonably necessary to protect the confidentiality of the Confidential Information including, without limitation, implementing and enforcing operating procedures to minimize the possibility of unauthorized use or copying of the Confidential Information.

(c) Ownership and Return of Confidential Information. Confidential Information furnished to the receiving party by the disclosing party will be and shall remain solely the property of the disclosing party. The receiving party agrees to return all Confidential Information and any materials or other property provided by the disclosing party promptly, at the disclosing party's request or upon termination of this Agreement, whichever occurs first. The receiving party agrees not to retain any Confidential Information of the disclosing party or reproductions thereof, or other such property or materials, after such request or termination.

(d) Required Disclosures. Notwithstanding the foregoing, the receiving party may disclose the disclosing party's Confidential Information to the extent that the receiving party is required by any subpoena or other lawful process.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

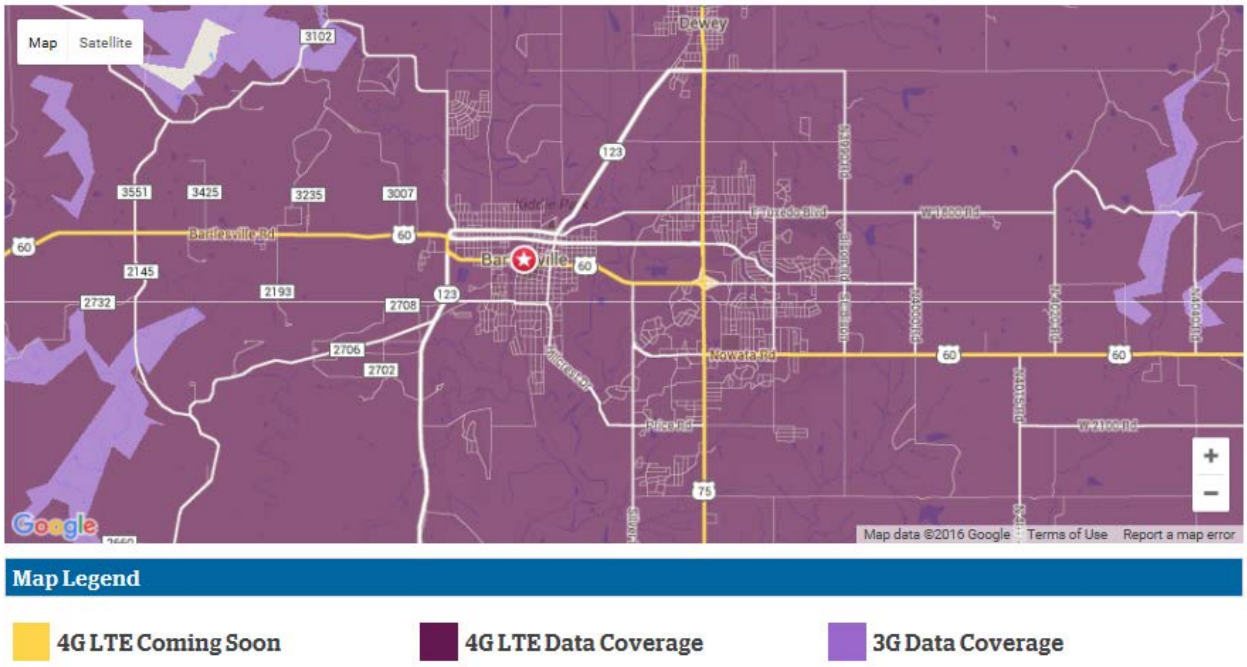
USCC SERVICES, LLC	**City of Bartlesville**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date_____	Date_____

SIGNATURE PAGE
TO
BUSINESS CUSTOMER SERVICE AGREEMENT
BY AND BETWEEN
USCC SERVICES, LLC
AND
CITY OF BARTLESVILLE

EXHIBIT A

CURRENT COVERAGE MAP

Data Coverage



Voice Coverage

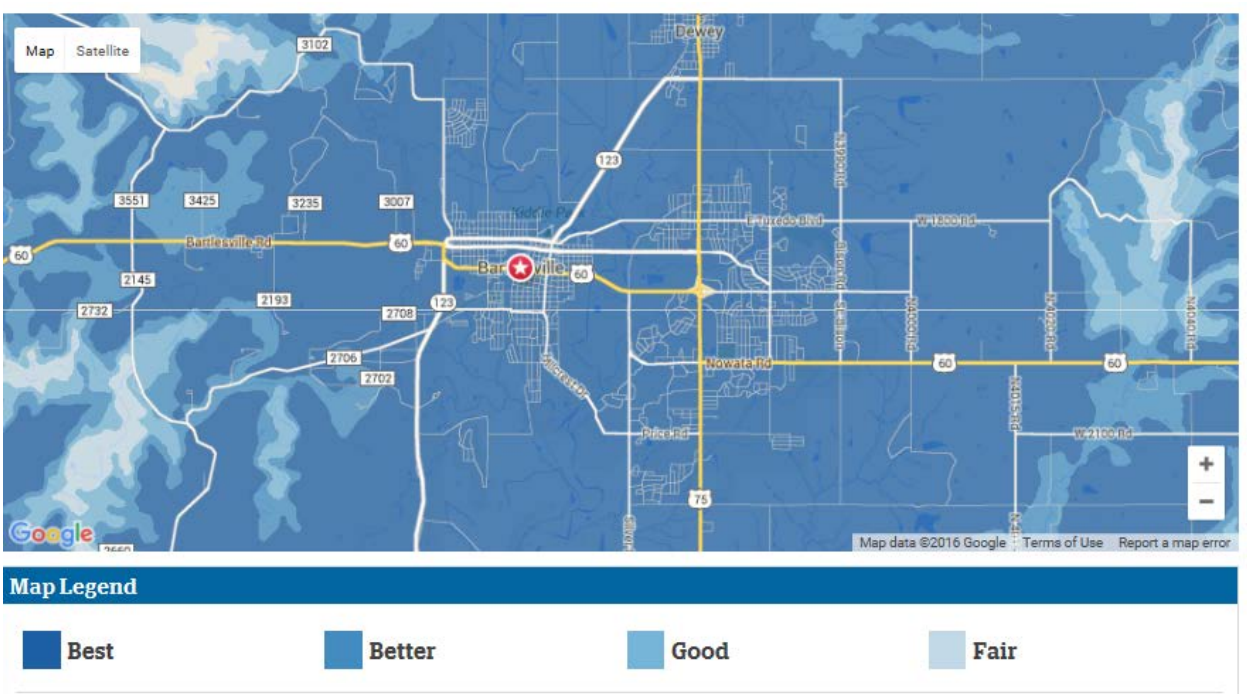


EXHIBIT B

CUSTOMER SUPPORT

We support our business customers with specialized teams that include some of our most experienced associates.

Account Team Contact Information:

Dedicated Local BAM:
The **Business Account Manager (BAM)** role will provide your account with personal and local sales/service representation. These representatives work closely with customers to understand their business needs and to offer solutions specifically suited to those needs. The Business Account Manager is also available to assist your account in facilitating phone/live training for new users, fulfilling orders, delivering or shipping equipment, answering questions regarding products and services and other field support.

- Chelsea Henderson
- 918-381-8555
- Chelsea.Henderson@uscellular.com

Customer Service Contact Information:

City of Bartlesville will also have access to a specialized Business-to-Business Customer Service and Billing Support Team.
Business Support: **1-800-819-9373**

EXHIBIT D

RATES

Rate Plan			
# of Lines	**Plan Description**	**Discounts**	**Monthly Charges**
19	B2B Pooled 250 Minute Plan @ $24 / line	20%	$456.00
23	Smartphones @ $35/line	20%	$805.00
1	30 GB Shared Data	20%	$180.00
10	iPads @ $10 / line	---	$100.00
1	8 GB Shared Data	10%	$45.00
	Total Monthly Charge	**$1,586.00**	

EXHIBIT E

EQUIPMENT

Equipment			
Quantity	**Description/ Item ID**	**Equipment Retail Price**	**Price with 1 yr. Service Agreement**
10	iPhone 6	$549.99	$99.99
13	Samsung Galaxy S6	$542.00	$99.99
19	Kyocera Dura XA	$299.00	$99.99

Total:	**n/a**

Early Termination Fee: Notwithstanding Section 8(c) (Early Termination Fee) of the Agreement, the ETF shall be pro-rated using a straight-line calculation based on a 12 month line term. By way of examples, an ETF of $350.00 will be reduced by $29.16 each month during the Initial Term until the ETF reaches $0, and an ETF of $150.00 will be reduced by $12.50 each month during the Initial Term until the ETF reaches $0.

Water Utilites Department

DATE: August 19, 2016

TO: Ed Gordon, City Manager

FROM: Terry Lauritsen, P.E., Director of Water Utilities

Cc: Mike Bailey, CFO
Micah Siemers, P.E., Director of Engineering

SUBJECT: Professional Service Contract with Lerch Bates to Modernize the Elevators at City Hall

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One of the projects funded this fiscal year through the ½ cent sales tax and City Hall fund is to replace/modernize the controls and cab for the two elevators located in City Hall.

Staff is recommending Lerch Bates for the professional services to develop construction documents and assist with construction administration for this project. Lerch Bates has been in business over 65 years and specializes in elevator consulting/modernization and maintenance. The proposed contract, which is attached, will provide the necessary professional services to develop construction documents and provide construction administration requested for the project. The cost for these services is $20,300 and will be paid through the project funds. The design phase of the project will be completed in November 2016, and construction is anticipated to be complete by August 2017. The overall budget for the project is $425,000.

LERCH BATES
Building Insight

CITY OF BARTLESVILLE
BARTLESVILLE, OK

MODERNIZATION
CONSULTING SERVICES PROPOSAL

MARCH 18, 2016

Prepared For:

Matt Mccollough
City of Bartlesville
401 S. Johnstone Ave.
Bartlesville, OK 74003
Phone 918-338-4151

Prepared By:

Jacob Erwin
Regional Manager

LB Project Number 010000-01

I. BASIC VERTICAL TRANSPORTATION CONSULTING SERVICES

Lerch Bates Inc. agrees to provide the City of Bartlesville with the following consulting services for a two elevator city building:

A. Survey and Report

1. Conduct a detailed survey of all of the existing accessible equipment to determine its condition, remaining service life, and potential for reuse. The survey will include, but not be limited to, the following:
   a. Machine Room: Hoist machine, power unit, controller, power conversion unit, governor.
   b. Hoistway: Guide rails/brackets, car sling and platform, counterweight, guide shoes, safety, buffers, car door operating equipment, sheaves, hoistway door operating equipment, cables, wiring, switches, sills and supports.
   c. Corridor: Pushbuttons, signal fixtures, hoistway entrances.
   d. Car Enclosure: Pushbuttons, signal fixtures, emergency lighting, ventilation, normal lighting, car door protection, interior finishes.
   e. Other: Fire/life safety provisions, architectural finishes, security features, monitoring panels.

2. Provide the Client with a written report documenting the survey results. Report will include:
   a. Existing equipment disposition.
      (1) Recommendations on the type of equipment needed for modernization.
      (2) A summary of the present equipment which has potential for reuse.
   b. Modernization options.
   c. Current prevailing Elevator Code requirements, non-complying building conditions, and handicapped accessibility requirements relative to the equipment surveyed.
   d. Related work required by other trades.
   e. Opinion of probable equipment costs for Division 14 of the elevator modernization recommended.
   f. A schedule for the modernization activities.

3. Meet with the Client to discuss the report recommendations.

B. Construction Documents

1. Prepare Division documents including:
   a. Request for Quotation
   b. Instruction to Providers
   c. Quotation Form
   d. Supplemental Conditions
   e. Summary of Work
   f. Alternates
   g. Project Procedures
   h. Submittals
   i. Material and Handling
   j. Final Contract Compliance Review
   k. Maintenance
   l. Related Work by Elevator Contractor

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2. Prepare a detailed, performance-based equipment specification for the appropriate Division 14 sections in the Lerch Bates standard PDF electronic files. Specification will include:
   a. Specific performance criteria relating to quality of equipment, performance times, ride quality, noise and vibration.
   b. Established level of quality.
   c. Compliance with accessibility standards.
   d. Compliance with prevailing Codes directly related to the equipment application selected.

3. Prepare an after installation continuing Preventive Maintenance Agreement in the standard Lerch Bates format.

4. Configure Construction Documents to encourage competitive bidding.

C. Bidding Assistance

1. Submit Construction Documents to a select list of qualified Elevator Contractors.

2. Evaluate bids received from pre-qualified Elevator Contractors.

3. Review any exceptions and/or clarifications with the Elevator Contractors.

4. Provide a spreadsheet comparing bids.

5. Submit written recommendations.

6. Conduct one (1) bid review meeting.

7. Assist with Contract negotiations.

8. Review the material delivery and construction schedule.

D. Construction Administration

1. Review the Elevator Contractor's submittal for compliance with Construction Documents and Design Information provided by Lerch Bates. Review comments will be incorporated on one original and two (2) copies. Reviews will be limited to the initial submittal and one (1) revision.

2. Conduct one (1) general progress review during modernization to determine that work is proceeding in accordance with the Construction Documents and Design Information provided by Lerch Bates. Submit written report. Report will include:
   a. Field observations.
   b. Items not in conformance.
   c. Percentage of equipment delivered, stored, or installed.
   d. Percentage of overall completion.
   e. Equipment not on the jobsite which could affect the completion schedule.

3. Respond to Requests for Information (RFIs).

4. Assist with resolution of modernization problems.

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5. Review Change Orders related to the Contract Documents and Design Information provided by Lerch Bates if required.

6. Conduct one (1) final installation review for equipment and performance compliance in accordance with the Construction Documents and Design Information provided by Lerch Bates and the approved submittals. Submit written report. Report will include:
   a. Measured performance data.
   b. Itemized deficiencies.

7. Conduct one (1) follow-up review to verify compliance with the final installation review deficiency report. The modernization should then be complete and the equipment operating in accordance with specified performance criteria.

8. Review contract close-out documents and warranties.

II. FEES AND EXPENSES

A. Fee for Basic Services will be $14,000.00.

B. The fee schedule for the work is listed below:

Phase	Fee
Survey and Report	$ 3,500.00
Construction Documents Phase	$ 4,200.00
Bidding and Negotiation Phase	$ 1,400.00
Construction Administration Phase	$ 5,600.00
Shop Drawing Review	$ 560.00
Progress Review	$ 1,400.00
Final Review	$ 2,240.00
Follow-Up Review	$ 1,400.00

C. Reimbursable Expenses

1. Travel expense, lodging, meals, parking, all mileage charged at standard per mile rates, document reproduction, photographic reproduction, all mailing costs, special document handling, any applicable local service/sales tax, and other authorized expenses are not included in the Agreement fee and will be billed at cost.

D. Invoice Payment, Interest on Unpaid Amount and Disputed Invoices

Lerch Bates will submit progress invoices which are due upon receipt and considered past due if not paid within thirty (30) days of invoice date. If payment in full is not received by Lerch Bates within sixty (60) calendar days of invoice date, invoices will bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the unpaid amount per month, which will be calculated from the invoice date. Furthermore, if the Client has not objected to the invoice, as provided for below, and the invoice is more the sixty (60) days outstanding, Lerch Bates

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may proceed immediately to collection of the invoice without mediation as a condition precedent. Payment thereafter will first be applied to accrued interest and then to the unpaid principal.

Lerch Bates shall be compensated to the extent that Lerch Bates' services are requested, directed, and provided regardless of project schedule or Client's billing arrangement with Owner.

If the Client objects to any portion of an invoice, the Client shall so notify Lerch Bates in writing within fifteen (15) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement.

Any dispute over invoiced amounts due which the Client has objected to and cannot be resolved within twenty-five (25) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved in accordance with the following Disputed Invoice Resolution process:

1. A demand for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation.
2. The other party shall deliver a written response to the party demanding mediation within seven (7) calendar days of receipt of the demand for mediation indicating that the other party agrees to mediate.
3. Should the other party fail to provide a written response to the demand for mediation within the seven (7) day time period, the requirement of mediation as a condition precedent under Terms and Conditions paragraph A.14 shall be deemed waived, and Lerch Bates may proceed directly with the filing of a civil complaint in a court of competent jurisdiction.

E. Termination of Services

Lerch Bates reserves the right to terminate this agreement upon seven (7) days' advance notice in the event Client fails to perform, including failure to make timely payment of invoices. Lerch Bates may, at its option, suspend work in the event payments are not received and will have no liability for any delay caused thereby.

F. Documents

All documents furnished by Lerch Bates are instruments of service and shall remain the sole property of Lerch Bates. Lerch Bates shall retain all common law, statutory, and other reserved rights, including the copyright thereto. They are to be used only for this project and are not to be modified, distributed, or used for any other project, in whole or in part, except with the written authorization of Lerch Bates. Lerch Bates accepts no liability for any unauthorized use or modification of these documents.

G. Insurance

See attached sample Lerch Bates Certificate of Insurance. Insurance Certificates for this project will be provided to the Client upon execution of this agreement. In the event of insurance cancellation, the Client will be given thirty (30) days' written notice.

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III. TERMS AND CONDITIONS

A. Lerch Bates Responsibilities

1. Confirmation of Verbal Authorization: Until such time that a written agreement is concluded, we will proceed based upon the terms of this proposal, including the Basic Services, Compensation, Reimbursable Expenses, and Terms and Conditions therein. If that process is not acceptable to you, please notify Lerch Bates Inc. immediately in writing.

2. Standard of Care: Services provided by Lerch Bates in connection with the Project will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession practicing at the same time under similar circumstances.

3. Cost Estimates: Lerch Bates' opinions of probable cost, if any, will be based on training and experience. However, Lerch Bates does not have control over contractors' costs of labor or materials or other conditions affecting market pricing, and accordingly Lerch Bates does not warrant its opinions, nor that contractors' actual or quoted costs will not vary from its opinions of probable cost.

4. Submittal Review: Lerch Bates review of shop drawings and other submittals will be for conformance with the general intent of the Lerch Bates documents, and action taken or comments made by Lerch Bates shall not create or transfer responsibility for the content of such submittals. Responsibility will remain with the contractor or the party preparing said submittals.

5. Review of Pay Applications: Lerch Bates' review of the contractor's applications for payment, if any, will constitute Lerch Bates' opinion based on its review of the work in progress but will neither be a warranty nor a representation that the contractor has appropriately applied payments for any purpose of the contractor's work.

6. Construction Observation:
   a. Lerch Bates shall visit the site at intervals appropriate to the state of construction, or as otherwise agreed to in writing by the Client and Lerch Bates, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observations are not intended to be an exhaustive check nor a detailed inspection of the Contractor's work but rather are to allow Lerch Bates to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on this general observation, Lerch Bates shall keep the Client informed about the progress of the Work and shall advise the Client about observed deficiencies in the Work.
   b. If the Client desires more extensive project observation or full-time project representation, the Client shall request that such services be provided by Lerch Bates as Additional Services in accordance with the terms of this Agreement.
   c. Lerch Bates shall not supervise, direct, nor have control over the Contractor's work nor have any responsibility for construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

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7. Services Excluded: Lerch Bates has offered a scope of services which its judgment is needed and required for a successful project outcome. Such services are not offered on a phased or a-la-carte basis. In the event Client does not authorize all services offered, Client assumes full responsibility for interpretation of the Lerch Bates deliverables. Further the client agrees to indemnify and hold Lerch Bates harmless for any and all claims alleging errors and omissions by/of Lerch Bates.

8. Matters Outside Parties' Control: Client acknowledges that Lerch Bates, by undertaking this engagement, assumes no obligation nor responsibility to Client or its employees, guests, customers, suppliers, or vendors, nor any other person whatsoever, for prevention or mitigation of property damage, personal or bodily injury, loss detention, or delay caused by accidents, strikes, lockouts, and any other cause including those resulting from force majeure.

9. Schedule: Lerch Bates will perform its services as expeditiously as is consistent with professional care and diligence. Lerch Bates shall not be responsible nor liable for any loss, damage, detention, or delay caused by accidents, strikes, lockouts, or by any other cause which is unavoidable or beyond Lerch Bates' control, to include any event for consequential damages of any kind or nature.

10. Consequential Damages: Notwithstanding any other part of this Agreement, and to the fullest extent permitted by law, neither the Client nor Lerch Bates, their respective employees, agents, or subconsultants, shall be liable to the other Party for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, and any other consequential damages that either party may have incurred, whether caused by negligence, breach of contract, express or implied warranty, or any other theory.

11. Use of Equipment: Lerch Bates shall have no responsibility for property damage or personal or bodily injury occurring while in, on, or about the equipment which is the subject of this agreement, or for the consequences of such damage or injury.

12. Code Opinions: Client acknowledges that Lerch Bates' recommendations, interpretations, opinions, and conclusions regarding requirements of applicable codes, ordinances, laws, and regulations shall be based on the current versions of said authorities as they exist at the time of the site review and may not reflect versions existing before or after the date of the review.

13. Maintenance: Client also acknowledges that preventive maintenance is required on all mechanical and electrical systems to assure safe, proper, and consistent operation of the equipment, and that as between Client and Lerch Bates said preventive maintenance is Client's sole responsibility.

14. Client Information: Client is responsible for providing, at its expense, to Lerch Bates such information as may be necessary to facilitate Lerch Bates' services herein; Lerch Bates shall be entitled to rely on all Client-supplied information being current, complete, and accurate regardless of the original source.

15. Corporate Protection: It is intended by the parties to this Agreement that Lerch Bates' services in connection with the Project shall not subject Lerch Bates' individual employees, officers or directors to any personal legal exposure for the risks

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associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim demand or suit shall be directed and/or asserted only against Lerch Bates, a Colorado corporation, and not against any of Lerch Bates' individual employees, officers, or directors.

16. Limitation of Liability and Indemnity:
    a. In recognition of the relative risks and benefits of the Project to both the Client and Lerch Bates, the risks have been allocated such that the Client agrees to limit the liability of Lerch Bates and its employees to the Client for any and all claims, losses, costs and damages of any nature whatsoever arising from Lerch Bates' work on the Project, including but not limited to additional services not referred to in the parties' contract, so that the total aggregate liability of Lerch Bates and its employees to the Client shall not exceed Lerch Bates' total fees for work on the Project or $50,000.00, whichever is greater. It is intended that this limitation shall apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
    b. Lerch Bates shall not be liable for Client's employees or agents who accompany Lerch Bates while in or on Client's property. Client agrees to indemnify and hold harmless Lerch Bates, its employees, officers, directors, subsidiaries and consultants from and against any and all claims, demands, losses, damages, costs, or expenses, including attorneys' fees, which result or arise from, or relate to Client, or an agent or employee acting on behalf of Client, accompanying Lerch Bates' employees or consultants at any time during Lerch Bates' onsite activities.
    c. Further, Client agrees to indemnify and hold harmless Lerch Bates, its employees, and its consultants from and against any and all claims, demands, losses, damages, costs, or expenses, including attorneys' fees, which are asserted by any other party, firm, or individual and which are alleged to result from or be related to this Agreement or the services hereunder, and which exceed the sum of $50,000.00 or Lerch Bates' fee for the services hereunder, whichever is greater.

17. Mediation:
    a. The Client and Lerch Bates agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation as a pre-condition to litigation or arbitration.
    b. The Client and Lerch Bates further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their respective subcontractors, subconsultants, suppliers, and fabricators.

18. Collection Costs: Should litigation or arbitration be necessary to collect any portion of amounts due Lerch Bates for work on the Project, Lerch Bates shall also be entitled to all costs of collection, including reasonable attorneys' and expert fees and costs.

19. Extent of Agreement: This agreement, when executed by authorized representatives of both Lerch Bates and Client, constitutes the Contract between the parties hereto and all prior representations or agreements, oral or written, not expressly incorporated herein, are superseded.

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20. This Agreement shall be governed by the state laws of the local Lerch Bates office, and all actions pertaining to or arising out of this Agreement shall be filed in the county of the local Lerch Bates office.

21. If applicable, Lerch Bates and Client shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered entities take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

22. This proposal expires thirty (30) days from the submission date.

FOR: City of Bartlesville	FOR: LERCH BATES INC.
ACCEPTED	ACCEPTED
BY: _____	BY: Jacob Erwin Jacob Erwin
TITLE: _____	TITLE: Regional Manager
DATE: _____	DATE: March 18, 2016

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/30/2015

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

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

PRODUCER 1-303-534-4567 IMA, Inc. - Colorado Division 1705 17th Street Suite 100 Denver, CO 80202	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: denaccounttechs@imacorp.com
INSURED Lerch Bates Inc. 8089 S. Lincoln Street, Ste 300 Littleton, CO 80122	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : HARTFORD CAS INS CO — 29424 INSURER B : HARTFORD INS CO OF THE MIDWEST — 37478 INSURER C : UNDERWRITERS AT LLOYDS LONDON (Paragron — 15792 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 45155250 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Contractual Liab. INCL GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			34UUNVT6160	09/30/15	09/30/16	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS [X] NON-OWNED AUTOS			34UUNVT6160	09/30/15	09/30/16	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED X RETENTION $ 10,000			34XHUVT5177	09/30/15	09/30/16	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below			34WEBZ8366	09/30/15	09/30/16	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability Includes Environmental Claims Made			B0146LDINT1502763	09/30/15	09/30/16	Per Claim Aggregate	$ 2,000,000 $ 5,000,000

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

Certificate Holder and Owner are included as Additional Insureds on the General Liability including ongoing and completed operations, Automobile and Umbrella Liability Policies if required by written contract or agreement subject to the policy terms and conditions. A Waiver of Subrogation is provided in favor of the Certificate Holder and Owner on the General, Automobile, Umbrella and Workers Compensation Liability Policies if required by written contract or agreement subject to the policy terms and conditions. This Insurance is Primary and Non-Contributory on the General Liability Policy subject to the policy terms and conditions. The Umbrella Policy is excess of the General, Automobile and Employers Liability Policies.

CERTIFICATE HOLDER	CANCELLATION
For Proposal Purposes ,	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01)
kellym2013
45155250

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FOR INFORMATIONAL ONLY

Elevator Modernization **Estimated** Schedule *

PHASE	Time (weeks)
Modernization Site Survey and Report	2
Specifications	1
Client Review and Processing to Bid Package**	4
Bidding & Analysis**	4
Notice to Proceed to Contractor**	4
Submittals and Approval	4
Material Lead Time	16
SHUTDOWN: Length of Time Elevator 1 Out-Of-Service	7
SHUTDOWN: Length of Time Elevator 2 Out-Of-Service	6
Final Acceptance	2
Total	50

* Based on one elevator crew working regular day time shift.

** Depends on Client Processing

ACCOUNTING AND FINANCE

MEMORANDUM

TO: Ed Gordon, City Manager

FROM: Mike Bailey, Administrative Director/CFO

SUBJECT: RDS Confidentiality agreement.

GENERAL INFORMATION:

On August 1, 2016, the City Council approved a compliance audit agreement between the City and RDS (also known as PRA Government Services, LLC). RDS failed to include a confidentiality agreement as part of the agreement. As it was not part of the original agreement as approved by Council, it is included here for separate approval. The attached agreement has been reviewed by the City Attorney.

Please schedule this for the Consent agenda at the next City Council meeting.

COUNCIL ACTION REQUESTED:

Approve the attached confidentiality agreement.

CONFIDENTIALITY AGREEMENT

PRA Government Services, LLC, a Delaware limited liability company d/b/a RDS (the "Non-Disclosing Party") has requested information disclosure from the City of Bartlesville, an Oklahoma municipal corporation (the "Disclosing Party") in connection with the Non-Disclosing Party's performance of compliance auditing services related to certain taxes assessed by the Disclosing Party under a Compliance Audit Agreement between Non-Disclosing Party and Disclosing Party dated as of _____ ___ , 20__ , as may be amended from time to time (the "Compliance Audit Agreement") (the "Purpose"). The Disclosing Party wishes to protect the confidentiality of certain nonpublic tax information to be provided to the Non-Disclosing Party in connection with the Compliance Audit Agreement (the "Tax Information") and will disclose such information to the Non-Disclosing Party only in accordance with the terms and conditions of this Confidentiality Agreement (the "Agreement"). In pursuit of the above and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Disclosing Party and the Non-Disclosing Party hereby agree as follows:

1. All Tax Information of any kind, in whatever form, that has been or may hereafter be disclosed or furnished, whether in writing or orally, to Non-Disclosing Party by Disclosing Party (or the shareholders, members, equity holders, directors, officers, employees, agents, consultants, independent contractors, affiliates, partners, joint venturers, advisors, or other representatives, including without limitation legal counsel, accountants, and financial advisors of the Disclosing Party (each a "Representative" of the Disclosing Party and collectively, the Disclosing Party's "Representatives")) or which may be learned by the Non-Disclosing Party as a result of such disclosure, shall be treated as the confidential information of Disclosing Party, shall be held in strict confidence, shall not be used by the Non-Disclosing Party other than for the Purpose defined above, and shall not be disclosed by Non-Disclosing Party to any other party without Disclosing Party's prior written consent, provided, however, that such information may be disclosed by Non-Disclosing Party to such of its employees, officers, subcontractors, and agents as reasonably require the same for the aforesaid Purpose and who are bound by obligations to Non-Disclosing Party consistent with Non-Disclosing Party's obligations hereunder.

2. The confidentiality obligations set forth in this Agreement are in addition to any confidentiality obligations imposed by circumstance or underlying law, including without limitation Section 205 of Title 68 of the Oklahoma Statutes. The Non-Disclosing Party's obligations pursuant to this Agreement shall remain in full force and effect and shall survive the termination or expiration of the Compliance Audit Agreement for so long as information continues to meet the definition of Tax Information set forth herein. Once the Disclosing Party's activities related to the Purpose have been completed, or at any time upon the request of the Disclosing Party, the Non-Disclosing Party agrees to return to the Disclosing Party all Tax Information disclosed by the Disclosing Party hereunder, including without limitation all physical embodiments, electronic embodiments, photocopies or reproductions thereof.

3. The Non-Disclosing Party shall not disclose any Tax Information disclosed hereunder except as is allowed in Section 1 above or (a) to the extent required by law to any government unit or agency which has the right to review the same, (b) to any individual or entity to the extent the Non-Disclosing Party is required to disclose such information pursuant to law or (c) if such information is or becomes available to the public by lawful means and in any way other than as a result of disclosure by the Non-Disclosing Party, its employees, agents or officers. The Non-Disclosing Party shall give the Disclosing Party prior written notice of any such disclosure. Notwithstanding such disclosure pursuant to (a), (b) or (c) above, the Non-Disclosing Party shall not have any right to use the Tax Information for other than the Purpose set forth herein.

4. This Agreement may be executed in any number of counterparts, each of which shall be considered an original and all of which together shall constitute one agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, each of the Non-Disclosing Party and the Disclosing Party have executed and delivered this Confidentiality Agreement effective as of _____ __ , 20__.

DISCLOSING PARTY:

THE CITY OF BARTLESVILLE , an Oklahoma municipal corporation

By: _____

Print Name: _____

Title: _____

Dated:_____, 200__

NON-DISCLOSING PARTY:

PRA GOVERNMENT SERVICES, LLC, a Delaware limited liability company d/b/a RDS

By: Lisa Broussard

Print Name: Lisa Broussard

Title: VP Operations

Dated: August 18, 2016

COLLATERAL ASSIGNMENT OF TIF DEVELOPMENT INCENTIVE

REFERENCE IS MADE TO THAT CERTAIN CONSTRUCTION, TERM AND BRIDGE LOAN AGREEMENT DATED OF EVEN DATE HEREWITH (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "**LOAN AGREEMENT**"), BY AND AMONG BANCFIRST, AN OKLAHOMA BANKING CORPORATION, AND BARTLESVILLE INVESTMENT PARTNERS, LLC, A GEORGIA LIMITED LIABILITY COMPANY. ANYTHING CONTAINED HEREIN TO THE CONTRARY NOTWITHSTANDING, THE LIENS AND SECURITY INTERESTS GRANTED TO A LENDER OR LESSOR PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF CERTAIN RIGHTS OR REMEDIES BY LENDER OR LESSOR HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE LOAN AGREEMENT.

THIS COLLATERAL ASSIGNMENT OF TIF DEVELOPMENT INCENTIVE (the "Collateral Assignment"), effective as of this _____ day of September, 2016, is made by **BARTLESVILLE INVESTMENT PARTNERS, LLC,** a Georgia limited liability company (the "Developer"), to **BANCFIRST**, an Oklahoma banking corporation (the "Bank"), and hereby consented to and acknowledged by **THE CITY OF BARTLESVILLE,** a municipal corporation organized and existing under the laws of the State of Oklahoma (the "City"), and **THE BARTLESVILLE DEVELOPMENT AUTHORITY**, an Oklahoma public trust (the "BDA").

RECITALS

WHEREAS, on April 18, 2016, the City duly passed and approved that certain Ordinance No. 3465, as amended by Ordinance No. 3472 (collectively, the "Ordinance") whereby the City created Increment District No. 10, City of Bartlesville, and approved the Silver Lake Village Economic Development Project Plan (the "Project Plan"), and under which BDA is authorized to reimburse project costs for certain approved redevelopment projects in the form of economic benefits available pursuant to the Oklahoma Local Development Act, Title 62, Oklahoma Statutes, Section 850, et seq. (the "TIF Act") and Article 10, Section 6C of the Oklahoma Constitution.

WHEREAS, the Developer and BDA subsequently entered into an Agreement, dated as of August 22, 2016 (the "Development Agreement"), relating to the development of the real property legally described on Exhibit "A", attached hereto and incorporated herein (the "Property"), pursuant to the Ordinance, the Project Plan and the TIF Act (a copy of the Development Agreement is attached hereto as Exhibit "B"); and

WHEREAS, the Developer desires to develop the Property into approximately 87,649 square feet of retail space resulting in a multi-tenant retail shopping center and other commercial facilities to be known as The Shoppes at Silver Lake Village, all in accordance with the plans and specifications reviewed and approved by City (the "Project"); and

WHEREAS, the Development Agreement provides, among other matters, that BDA shall provide development assistance to the Developer in the initial amount of $3,758,580.00 plus an amount equal to the sum of 10% of the construction costs of improvements applicable to each of the three (3) Developer Outparcels (as defined in the Development Agreement) for which

Developer has obtained an approved ground lease (each, an "Approved Lease") within the time period prescribed in the Development Agreement, not to exceed $200,000.00 for each Developer Outparcel (collectively, the "TIF Development Incentive"), in connection with the construction of the Project subject to the terms of the Development Agreement and the TIF Act; and

WHEREAS, pursuant to the Development Agreement, BDA will (i) deposit with Developer an Irrevocable Standby Letter of Credit in the amount of $2,758,580.00 identifying BDA as applicant and Developer as beneficiary, a copy of which is attached hereto as Exhibit "C" (the "Letter of Credit"), (ii) deposit into escrow $1,000,000.00 pursuant to the Escrow Agreement between Developer and BDA entered into pursuant to the Development Agreement, a copy of which is attached hereto as Exhibit "D" (the "Escrow Agreement"), and (iii) provide additional financial guarantees to Developer in the form of letter of credit, escrow or some other acceptable form of financial guarantee within 90 days after receipt by BDA of an Approved Lease, to collectively secure BDA's conditional obligation to pay the TIF Development Incentive to Developer subject to the terms of the Development Agreement; and

WHEREAS, Bank has agreed to make a two (2) loans to the Developer in the maximum principal amounts of up to $13,886,464.00 (the "Construction Loan") and $4,151,604.00 (the "Bridge Loan", and collectively, the "Loans"), the proceeds of which shall be used by the Developer for the development and construction of the Project; and

WHEREAS, as security for the Loans and as a source of repayment for the Loans, the Developer has agreed to assign all of its rights to the TIF Development Incentive under the Development Agreement to the Bank until such time as all obligations of the Developer to the Bank with respect to the Loans have been satisfied.

AGREEMENT

NOW, THEREFORE, for and in consideration of the recitals set forth above, to secure repayment of the Loans and all other amounts due or to become due under the instruments evidencing the Loans, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer hereby unconditionally assigns and sets over to Bank any and all of its right, title and interest to the TIF Development Incentive under the Development Agreement, together with all amendments, addenda, supplements, modifications and extensions thereto, whether made now or hereafter, subject to the terms and conditions hereafter set forth, including all of Developer's rights and benefits under the Letter of Credit, the Escrow Agreement and any letters of credit, escrow agreements or the like to be issued by BDA pursuant to the Development Agreement for Approved Leases, together with all amendments, addenda, supplements, modifications and extensions thereto.

1. The recitals set forth in the preambles to this Collateral Assignment are hereby incorporated into this paragraph 1 as if fully set forth herein.

2. Notwithstanding the occurrence or existence of an Event of Default (as defined in the Loan Agreement), the Developer hereby authorizes and directs that until such time as all obligations under the Loans have been satisfied, BDA shall pay to the Bank any and all amounts due and owing to the Developer with respect to the TIF Development Incentive pursuant to the

Development Agreement. In connection therewith, the Developer hereby irrevocably appoints the Bank as the Developer's attorney-in-fact after the occurrence of an Event of Default (as defined in the Loan Agreement) to exercise any or all of the Developer's rights in, to and under the Development Agreement, including but not limited to the right to receive payments from BDA, and to do any or all other acts, in the Developer's name or in the Bank's own name, that the Developer could do under such agreement with the same force and effect as if this Collateral Assignment had not been made. Notwithstanding the foregoing, upon payment by BDA to Bank of $4,151,604.00 attributable to the TIF Development Incentive (or an amount reduced by the TIF Development Incentive attributable to each Approved Lease not timely provided to BDA and secured by BDA's financial guarantee in the form of a letter of credit or escrow deposit), this Collateral Assignment shall be released in all respects.

3. This Collateral Assignment shall not be deemed to be an assignment of the Developer's obligations under the Development Agreement, it being the explicit understanding and agreement of the Developer, BDA, City and the Bank that the Developer shall remain liable to City and BDA, and any other parties interested in any matter whatsoever related to the development of the Property or the Project, for the Developer's non-performance or default under the Development Agreement. In connection therewith, the Developer agrees to take all steps necessary for Developer to comply with and satisfy the terms of the Development Agreement and to indemnify and hold the Bank harmless from any judgments, claims, demands, costs and expenses, including reasonable attorney's fees, in connection with the Developer's non-performance or default of such agreement.

4. The Developer shall file and submit, in a timely manner and pursuant to the terms of the Development Agreement, all necessary requests for receipt of the TIF Development Incentive and do all things necessary to seek and receive approval for its receipt of the TIF Development Incentive.

5. The Developer represents and warrants to the Bank as follows:

(a) The Developer, with the consent of City and BDA, has full power and authority to make this Collateral Assignment.

(b) The Development Agreement is in full force and effect, and there are no defaults thereunder by Developer or matters which may give rise to an event of default on the part of Developer upon the giving of notice or passing of time.

(c) To the knowledge of Developer, there are no defenses, rights to setoff or counterclaims with respect to any matters contained in the Development Agreement and the Developer, upon the construction of the Project in accordance with the plans and specifications approved by City and BDA, will be entitled to receipt of the TIF Development Incentive.

(d) Upon the execution of this Collateral Assignment, the Bank will be entitled to receive all payments attributable to the TIF Development Incentive to be made to the Developer pursuant to the Development Agreement.

6. The Developer agrees to execute and deliver to Bank any other documents or instruments necessary to satisfy the intent and purposes of this Collateral Assignment and to perfect the assignment made hereby.

7. The Developer shall not further assign the Development Agreement, or cause any amendment or modification of such agreement, without the prior written consent of the Bank, which may be withheld in the Bank's sole and absolute discretion.

8. All payments to be made to the Bank pursuant to this Collateral Assignment shall be made to the following address:

BancFirst
Attention: Patrick A. Lippmann
101 N. Broadway
Oklahoma City, Oklahoma 73102

By this Collateral Assignment, the Developer hereby directs BDA to issue all TIF Development Incentive payments directly to the Bank at the address above.

9. This Collateral Assignment shall be binding upon and inure to the benefit of the successors, assigns, legal and personal representatives, executors, administrators, heirs and other transferees of the parties hereto. Notwithstanding the foregoing, the Developer shall not assign this Collateral Assignment without the prior written consent of the Bank.

[Signatures appear on following pages.]

IN WITNESS WHEREOF, the parties have executed this Collateral Assignment by their duly authorized representatives, dated and effective as the date first written above.

DEVELOPER:

BARTLESVILLE INVESTMENT PARTNERS, LLC, a Georgia limited liability company

By: _____
George B. Tomlin, Jr., Manager

BANK:

BANCFIRST, an Oklahoma banking corporation

By: _____
Patrick A. Lippmann, Senior Vice President

ACKNOWLEDGEMENT AND CONSENT BY THE CITY OF BARTLESVILLE
TO COLLATERAL ASSIGNMENT

The undersigned, the duly authorized and acting Mayor of the City of Bartlesville, acting under authority granted by the City Council, hereby acknowledges and consents to this Collateral Assignment and agrees to abide by its terms, and hereby states that, to the best of the City's knowledge, there are no defaults pursuant to the Development Agreement nor matters which may give rise to an event of default upon the passing of time or the giving of notice. The City of Bartlesville further agrees that any payments of the TIF Development Incentive payable to the Developer pursuant to the Development Agreement, until further notice from Bank, shall be sent and made payable directly to Bank.

THE CITY OF BARTLESVILLE

By _____
Mayor

ATTEST:

_____
City Clerk

Date Approved: _____

Reviewed as to form and legality.

_____
Assistant Municipal Counselor

ACKNOWLEDGEMENT AND CONSENT BY
BARTLESVILLE DEVELOPMENT AUTHORITY
TO COLLATERAL ASSIGNMENT

The undersigned, the duly authorized and acting Chairman of the Bartlesville Development Authority, an Oklahoma public trust, acting under authority granted by the City Council, hereby acknowledges and consents to this Collateral Assignment and agrees to abide by its terms, and hereby states that, to the best of BDA's knowledge, there are no defaults pursuant to the Development Agreement nor matters which may give rise to an event of default upon the passing of time or the giving of notice. The Bartlesville Development Authority further agrees that any payments of the TIF Development Incentive payable to the Developer pursuant to the Development Agreement, until further notice from Bank, shall be sent and made payable directly to Bank.

BARTLESVILLE DEVELOPMENT AUTHORITY, an Oklahoma public trust

By _____
Chairman

ATTEST:

_____
Secretary

Date Approved: _____

Reviewed as to form and legality.

_____
Assistant Municipal Counselor

EXHIBIT A

Legal Description

A tract of land in the Northwest Quarter of Section 17, Township 26 North, Range 13 East of the Indian Meridian, Washington County, Oklahoma, being more particularly described as follows:

Commencing at the Northwest corner of said Northwest Quarter; thence North 88°50'05" East, 140.49 feet along the North line of said Northwest Quarter; thence leaving said North line, South 1°09'57" East, 100.00 feet to the intersection of the South right of way of US Highway 60 (SE Adams Blvd.) and the East right of way of SE Silver Lake Road; thence Easterly along the Southerly right of way line of US Highway 60 (SE Adams Blvd.) the following courses: North 88°49'30" East, 140.00 feet; thence North 01°20'55" West, 25.00 feet; thence North 88°50'05" East, 578.69 feet to the point of beginning; thence continuing North 88°50'05" East, 463.77 feet along said Southerly right of way of US Highway 60 (SE Adams Blvd.) to a point on the East line of the Northwest Quarter of the Northwest Quarter of said Section 17; thence North 88°50'05" East, 200.07 feet along said Southerly right of way; thence South 88°17'31" East, 66.24 feet along said Southerly right of way; thence leaving said Southerly right of way, South 1°10'25" East, 13.85 feet; thence around a tangent curve to the left having a radius of 240.00 feet, an arc length of 151.58 feet, a chord bearing of South 19°16'04" East, a chord length of 149.08 feet; thence around a tangent curve to the right having a radius of 460.00 feet, an arc length of 290.54 feet, a chord bearing of South 19°16'03" East, a chord length of 285.73 feet; thence South 1°10'25" East, 324.76 feet; thence South 88°49'35" West, 375.68 feet; thence North 86°36'58" West, 146.98 feet; thence around a tangent curve to the right having a radius of 100.50 feet, an arc length of 108.96 feet, a chord bearing of North 55°33'26" West, a chord length of 103.70 feet; thence around a tangent curve to the left having a radius of 50.00 feet, an arc length of 58.19 feet, a chord bearing of North 57°50'09" West, a chord length of 54.96 feet; thence South 88°49'35" West, 212.64 feet; thence North 1°10'25" West, 653.07 feet to the point of beginning.

EXHIBIT B

Development Agreement

[Attached]

EXHIBIT C

Letter of Credit

[Attached]

EXHIBIT D

Escrow Agreement

[Attached]

RESOLUTION NO. _____

A RESOLUTION STATING THE CITY OF BARTLESVILLE'S OFFICIAL POSITION WITH REGARDS TO THE FUTURE OF THE EXISTING STATE HIGHWAY 123 BRIDGE OVER THE CANEY RIVER.

WHEREAS, the Oklahoma Department of Transportation (ODOT) has publicly presented multiple options for rehabilitation and/or replacement of the State Highway 123 bridge over the Caney river due to structural deficiencies; and

WHEREAS, the bridge over the Caney River is National Register of Historic Places eligible and ODOT has requested a resolution by the City of Bartlesville stating their official position with regards to ownership of said bridge;

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

1. The City of Bartlesville is not willing to take ownership and maintain the bridge if used for a non-motorized pedestrian and/or bicycle facility or non-functional monument.
2. The long term maintenance and liability of such a structure is too great and not desirable.
3. The existing low water dam located below the existing bridge is an integral part of the City of Bartlesville's water supply system and could be negatively impacted by failure of the existing bridge if left in place.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF BARTLESVILLE, OKLAHOMA, THIS 6TH DAY OF SEPTEMBER, 2016.

_____
Mayor Tom Gorman

ATTEST:

_____
Mike Bailey, City Clerk

Approved as to form and legality this 6th day of September, 2016

_____
City Attorney

RESOLUTION NO. _____

A RESOLUTION STATING THE CITY OF BARTLESVILLE'S PREFERENCE WITH REGARDS TO THE FUTURE ALIGNMENT OF HIGHWAY 123 BRIDGE OVER THE CANEY RIVER.

WHEREAS, the Oklahoma Department of Transportation (ODOT) has publicly presented multiple options for rehabilitation and/or replacement of the State Highway 123 bridge over the Caney river due to structural deficiencies; and

WHEREAS, ODOT has requested a resolution by the City of Bartlesville stating their preferred future alignment option for said bridge;

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

1. The City of Bartlesville prefers Option E as presented at the public meeting held on May 10, 2016; said Option E consisting of replacing the existing bridge on an offset to the east and removing the existing bridge.
2. The City of Bartlesville requests that pedestrian access be incorporated into the new bridge design.
3. The City of Bartlesville's preference for the option previously described is that ownership and maintenance of the existing bridge if used for a non-motorized pedestrian and/or bicycle facility or non-functional monument is not desired due to long term maintenance costs and liability. Additionally, the existing low water dam located below the existing bridge is an integral part of the City of Bartlesville's water supply system and could be negatively impacted by failure of the existing bridge if left in place.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF BARTLESVILLE, OKLAHOMA, THIS 6TH DAY OF SEPTEMBER, 2016.

_____
Mayor Tom Gorman

ATTEST:

_____
Mike Bailey, City Clerk

Approved as to form and legality this 6th day of September, 2016

_____
City Attorney

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A GRANT OFFER FROM THE FEDERAL AVIATION ADMINISTRATION FOR AIRPORT IMROVEMENT PROJECT (AIP 3-40-0007-011-2016) AT BARTLESVILLE MUNICIPAL AIRPORT FOR "RECONSTRUCTING APRON" AND AUTHORIZE THE MAYOR TO EXECUTE THE GRANT AGREEMENT AND ALL NECESSARY DOCUMENTS, UPON RECEIPT FROM FAA.

WHEREAS, the City of Bartlesville has submitted a Project Application at the Bartlesville Municipal Airport for a project to reconstruct a portion of the FBO Apron, as approved by the Federal Aviation Administration (FAA); and

WHEREAS, the FAA has approved a project with funding made possible by the Airport Improvement Program and requires formal acceptance thereof by resolution;

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

1. The Grant Offer for Airport Improvement Program (AIP 3-40-0007-011-2016) for Reconstructing Apron and the Grant Agreement therefore all are hereby expressly approved and accepted by the City of Bartlesville, upon receipt from FAA.

2. That the Mayor is hereby authorized and directed to execute the Grant Agreement for the Project and all paperwork associated therewith on behalf of the City Council of the City of Bartlesville, upon receipt from FAA.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF BARTLESVILLE, OKLAHOMA, THIS 6TH DAY OF SEPTEMBER, 2016.

_____
Mayor Tom Gorman

ATTEST:

_____
Mike Bailey, City Clerk

Approved as to form and legality this 6th day of September, 2016

_____
City Attorney

Published in the Examiner Enterprise

July 15, 17 & 18, 2016

NOTICE TO BIDDERS

The City of Bartlesville will accept sealed bids for the purchase of the following described items at the office of the City Clerk, 401 S Johnstone Ave, Bartlesville, Oklahoma until the hour of 2:00 p.m. on Monday, August 15, 2016

2016-2017-016 Parking Enforcement Vehicle (Go-4 or Equal)

For complete Bid Specs please visit our website at www.cityofbartlesville.org under Bid Applications

All bids must be placed in a sealed envelope for each bid submitted. All bids must indicate the following on the outside of each sealed envelope:

NAME AND ADDRESS OF BIDDER
BID NUMBER

Bids may be mailed, but must reach the City Clerk's office before the deadline to be considered. Address bids to:

City of Bartlesville
City Clerk
401 S Johnstone Ave
Bartlesville, OK 74003-6619

The City reserves the right to make the final determination as to what constitutes the best bid and it reserves the right to reject or accept any or all bids or portions thereof.

Dated this 12th Day of July, 2016

Mike Bailey

Administrative Director/CFO

BARTLESVILLE POLICE DEPARTMENT
CITY OF BARTLESVILLE
BIDDER'S LIST
Police Pursuit SUV Vehicles
BID #2016-2017-017

BID NUMBER	DESCRIPTION	PROJECT#	LINE ITEM	BUDGET AMOUNT
2016-2017-017	2- Police Pursuit SUV Vehicles		449-270-55960	~~$56~~ 60 $56,000.00

MAILING DATE	OPENING DATE	DEFERRED DATE	AWARD DATE	P.O. #
July 15, 2016	August 15, 2016		September 6th, 2016	

BIDDER	PHONE NUMBERS	COMMENTS	BID AMOUNT
Dodge, Chrysler, Jeep of Tulsa 4627 S. Memorial Dr. Tulsa, OK 74145-6918 jromine@bobmoore.com	Phone: 918-663-6343 Fax: 918-665-1157 Attn: FLEET Sales		
Bill Knight Ford 9625 South Memorial Drive Tulsa, OK 74133 gherring@billknightauto.com	Phone: (918) 526-2392 FAX: (918) 526-2395 Attn: Greg Herring FLEET Sales		
Hudiberg Auto Group 6000 Tinker Diagonal Midwest City, OK 73110-2800 dee@hudifleet.com	Phone:405-737-3389 Fax: 405-739-6701 Attn: Dee Roberson		
Doenges Ford 1901 SE Washington Blvd. Bartlesville, OK 74006	Phone: 918-333-0900 Attn: FLEET Sales		
Bartlesville Chrysler/Dodge/Jeep 3250 SE Washington Blvd. Bartlesville, OK 74006	Phone: 918-766-0000 Attn: Brian, or Fleet Sales		
Bob Howard Chrysler Jeep Dodge P.O. Box 14580, 13250 N Broadway Ext. Oklahoma City, OK 73113-0580 tayers@bobhowardauto.com	Phone 405-936-8814 Fax 405-936-8963 Attn: Tom Ayers or Government Sales		
Joe Cooper Ford of Tulsa 3400 S. Sheridan Tulsa, OK 74145	Phone: 918-346-6500 Attn; FLEET Manager		
Bob Hurley Ford P.O. Box 2262 Oklahoma City, OK 73101	Phone-405.239.2700 FAX- 405.239.2705 Attn. Kenny Davis Government Sales	STATE Bid	$54,752 $27,376 per Unit

Oakley Chevrolet 3800 SE Adams Road Bartlesville, OK 74006	Phone-918.876-0797 Fax: (918) 335-1231 Attn FLEET Sales		
Vance Country Ford PO Box 400 Guthrie, OK 73044 Email: cameron@vancefleet.com	Phone: (405) 282-3800 FAX: (405) 260-3010 Attn: Cameron Colter FLEET Sales Manager		$31,974. $27,487 per unit
Bob Moore Ford 8948 S. I-35 Service Road Oklahoma City, OK 73149 rwilson@bobmoore.com	Phone: (405) 246-2356 FAX: (405) 246-2320 Attn; Robert Wilson FLEET Sales		

(Published in Bartlesville, OK Examiner-Enterprise, July 31 and August 7, 2016)

SOLICITATION FOR BIDS

Notice is hereby given that the City of Bartlesville will receive sealed bids in the Office of the City Clerk, City Hall, 401 South Johnstone Avenue, Bartlesville, OK 74003, until 10:00 AM Local Time on August 22, 2016. Said bids will be opened at 10:30 AM in the 1st Floor Conference Room for:

Reconstruct Apron
AIP Project 3-40-0007-011-2016
Bid No. 2016-2017-018

BARTLESVILLE MUNICIPAL AIRPORT
Bartlesville, Oklahoma

Bids shall be made in accordance with the Solicitation for Bids, Information to Bidders, Plans and Specifications and Bidder's Proposal, which are on file and available for examination at the Office of the City Clerk in City Hall, Bartlesville, Oklahoma and are made a part of this notice as though fully set forth herein and a copy of which may be obtained from CEC Corporation, 4555 West Memorial Road, Oklahoma City, Oklahoma 73142, Telephone 405-753-4200. **A non-refundable payment of $100.00 per set will be required. Payment shall be by cash or check made payable to CEC Corporation**. Bids filed with the City Clerk shall be publicly opened and considered by the City at the time stated above. The Bidder must supply all the information required by the bid or proposal form.

This project is subject to the following requirements as referenced in the Special Provisions:
Buy American Preference (Reference 49 USC § 50101)
Foreign Trade Restrictions
Davis Bacon (Reference: 2 CFR § 200 Appendix II(D))
Affirmative Action (Reference: 41 CFR part 60-4. Executive Order 11246)
Governmentwide Debarment and Suspension (Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility)
Government Requirements for Drug-free Workplace
Nonsegregated Facilities Requirement (Reference: 41 CFR § 60-1.8)

The Sponsor, in accordance with the Provisions of Title VI of Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § § 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Title VI Clauses for Compliance with Nondiscrimination Requirements (Source: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

Title VI List of Pertinent Nondiscrimination Statues and Authorities (Source: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds.

All bidders and proposers shall make good faith efforts, as defined in Appendix A of 49 CFR Part 26, Regulations of the Office of the Secretary of Transportation, to subcontract 11.0 percent of the dollar value of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE).

In the event that the bidder for this solicitation qualifies as a DBE, the contract goal shall be deemed to have been met. Individuals who are rebuttably presumed to be socially and economically disadvantaged included women, Blacks, Hispanics, Native Americans, Asian-Pacific Americans and Asian-Indian Americans. The apparent successful bidder (proposer) will be required to submit information concerning the DBE's that will participate in this contract. The information will include the name and address for each DBE, a description of the work to be performed by each named firm, and the dollar value of the contract (subcontract). If the bidder fails to achieve that contract goal as stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so. A bid that fails to meet these requirements will be considered non-responsive.

For contracts of $50,000 or more, a contractor having 50 or more employees, and his subcontractors having 50 or more employees and who may be awarded a subcontract of $50,000 or more, will be required to maintain an affirmative action program within 120 days of his commencement of the contract.

Bids received more than ninety-six (96) hours, excluding Saturdays, Sundays, and holidays, before the time set for opening of bids as well as bids received after the time set for opening of bids, will not be considered and will be returned unopened.

A cashier's check, a certified check, a surety bound or an irrevocable letter of credit in the amount of five percent (5%) of the bid shall accompany the sealed proposal of each bidder. Deposits will be returned to the unsuccessful bidders.

The City of Bartlesville reserves the right to reject any and all bids and to waive any or all informalities.

Upon receipt of an acceptable bid, the contract will be awarded within ninety (90) days after opening of bids and the written contract executed within ten (10) days thereafter.

There will be a pre-bid conference concerning this project at 10:00 AM, August 11, 2016, in the Airport Terminal Building, 401 Wiley Post Road, Bartlesville Municipal Airport, Bartlesville, Oklahoma.

Attendance at the Pre-Bid Conference is MANDATORY. Bids will NOT be accepted from contractors who do NOT have a representative attending the Pre-Bid Conference. No plans, specifications or bid documents will be issued after the Pre-Bid Conference. All bidders must visit and inspect the construction site and be familiar with the physical characteristics and conditions at the construction site.

In order to be eligible to bid this project, contractors must (1) be listed on the official Bidder's List by obtaining an official set of Plans and Specifications from CEC Corporation and (2) be listed as an attendee of the mandatory Pre-Bid Conference for this project.

Bids received from contractors not meeting the above requirements will be returned unopened.

DATED this 28th day of July, 2016.

City of Bartlesville

Kim Toulouse, Deputy Clerk

Published in the Examiner Enterprise

August 15,16,&17, 2016

NOTICE TO BIDDERS

The City of Bartlesville will accept sealed bids for the purchase of the following described items at the office of the City Clerk, 401 S Johnstone Ave, Bartlesville, Oklahoma until the hour of 2:00 p.m. on Tuesday, September 6, 2016

2016-2017-021 Trim Mower

For complete Bid Specs please visit our website at www.cityofbartlesville.org under Bid Applications

All bids must be placed in a sealed envelope for each bid submitted. All bids must indicate the following on the outside of each sealed envelope:

NAME AND ADDRESS OF BIDDER
BID NUMBER

Bids may be mailed, but must reach the City Clerk's office before the deadline to be considered. Address bids to:

City of Bartlesville
City Clerk
401 S Johnstone Ave
Bartlesville, OK 74003-6619

The City reserves the right to make the final determination as to what constitutes the best bid and it reserves the right to reject or accept any or all bids or portions thereof.

Dated this 12th Day of August, 2016

Administrative Director/CFO

BARTLESVILLE POLICE DEPARTMENT/CITY OF BARTLESVILLE
BIDDER'S LIST
Full-size Police Pursuit Vehicle
BID #2016-2017-002

BID NUMBER	DESCRIPTION	PROJECT#	LINE ITEM	BUDGET AMOUNT
2016-2017-002	~~8~~ 2 Special services package four wheel drive crew cab pick-up trucks, V8 Engine		449-270-55960	~~$150,000.00~~ $69000

MAILING DATE	OPENING DATE	DEFERRED DATE	AWARD DATE	P.O. #
June, 2016	June 27, 16		Sept. 6, 2016	

BIDDER	PHONE NUMBERS	COMMENTS	BID AMOUNT
Dodge, Chrysler, Jeep of Tulsa 4627 S. Memorial Dr. Tulsa, OK 74145-6918 jromine@bobmoore.com	Phone: 918-663-6343 Fax: 918-665-1157 Attn: FLEET Manager		
Chris Nikel Commercial Truck Division 2920 N Aspen Broken Arrow OK 74012	Phone: (918) 206-6382 Attn: FLEET Manager		
Hudiberg Auto Group 6000 Tinker Diagonal Midwest City, OK 73110-2800 ryan@hudifleet.com	Phone:800-999-4834 Fax:405-732-5409 Attn: Ryan Roberson		
Doenges Ford 1901 SE Washington Blvd. Bartlesville, OK 74006	Phone: 918-333-0900 Attn: FLEET Manager		
Bartlesville Chrysler/Dodge/Jeep 3250 SE Washington Blvd. Bartlesville, OK 74006	Phone: 918-766-0000 Attn: Brian, or Fleet Manager		
Bob Howard Chrysler Jeep Dodge P.O. Box 14580, 13250 N Broadway Ext. Oklahoma City, OK 73113-0580 tayers@bobhowardauto.com	Phone 405-936-8814 Fax 405-936-8963 Attn: Tom Ayers or FLEET Manager		~~$139,920.00~~ $55,768 27,984/per
Joe Cooper Ford of Tulsa 3400 S. Sheridan Tulsa, OK 74145	Phone: 918-346-6500 Attn; FLEET Manager		
Vance Fleet Services PO Box 400 5009 S. Division Guthrie, OK 73044 Email: cameron@vancefleet.com	Phone: (405) 260-3010 FAX: (405) 282-3800 Attn: Cameron or FLEET Manager		~~$138,485.00~~ $55,574 27,797/per

BID REVIEW RECOMMENDATION

Date: August 11, 2016
Project: Johnstone Pavilion Phase II Restroom
Bid No: 2015-2016-026R CDBG#16433CDBG15
Department: Engineering Department
Budget Amount and Source of Fund: $ 105,535.00 – 2015 CDBG and FY 15-16 1/2 Cent Sales Tax (50/50 Match)

PROJECT DESCRIPTION:

The Johnstone Pavilion project is a jointly funded project using Community Development Block Grant (CDBG) funds with a 50/50 match by the City of Bartlesville. The CDBG funds are administered by the Oklahoma Department of Commerce. This is a multi-phase project to construct a new 6,000 square foot open sided pavilion at the entrance into Johnstone Park. The second phase of this project includes installation of a pre-fabricated precast concrete restroom, associated site work and utility connections, and additional concrete adjacent to the pavilion constructed in Phase I. This phase of the project will be utilizing the remaining 2015 CDBG funds not used for Phase I.

Bids were received in June for Phase II and the sole bid was over the available budget. Staff re-evaluated the project and came to the conclusion the best way to handle it would be to bid the pre-fabricated precast concrete restroom as a standalone item. The associated site work would be completed by Public Works Department staff so that the funds would go further for materials to complete the site work. The amount of concrete adjacent to the pavilion constructed as part of Phase I would be reduced to minimize staff resources on the project. The intent is to also hire a contractor to install a rock skirt around the base of the restroom so it will match the rock pedestals at each column on the pavilion and the rock on the Johnstone Park sign that was recently donated by Leadership Bartlesville Class XXIV. The primary goal of the second phase is to install the restroom and provide access to it from the pavilion. This goal will be accomplished by approaching the project in this manner and hopefully other items of work will be possible due to cost savings on contracting out site work.

COMMENTS:

In addition to being advertised in the local newspaper, Dodge Report Publications, Southwest Construction News, and Bid News Construction Reports; Specifications were mailed to four (4) contractors; all four (4) contractors showed interest and picked up construction documents and three (3) contractors submitted bids. The bid was structured to include both a base bid for a restroom with two (2) toilets on both the men's and women's sides and a bid alternate which specified a restroom with only one (1) toilet on each side. The base bid information is as follows:

Contractor	Location	Base
AES Precast Co. Inc.	Northport, AL	$68,150.00
CXT Incorporated	Spokane Valley, WA	$74,940.00
Corworth Restroom Facilities, LTD.	Marble Falls, TX	$141,775.00

The bids were evaluated for addendums, bid bonds, line item prices, and arithmetic. The bids had all of the necessary components and were totaled correctly. Corworth Restroom submitted their bid for a pre-fabricated CMU block building rather than a precast concrete building.

BUDGET AMOUNT:

Source of Funding	Amount of Fund
1/2 Cent Sales Tax (FY2015-2016)(Match)	$52,767.50
Community Development Block Grant (CDBG) 15	$52,767.50
Total	$105,535.00

The low bid of $68,150.00 submitted by AES Precast Co. is $37,385.00 below the remaining budget for the project. Since funds are available to award the base bid, the alternate for a smaller restroom will not be needed. The remaining funds will be used to meet the goals for remaining site work outlined previously.

RECOMMENDATION:

AES Precast Co. has successfully provided pre-fabricated restroom buildings at various parks within the City of Bartlesville in the past nine years. Restrooms in Douglas Park, Civitan Park, Veteran's Park, Oak Park, Daniels Fields, Price Fields, and Lee Lake were all provided by AES Precast. In each case AES was the low bidder or provided the lowest written quote for their products. The City has had a great working relationship with AES.

Staff recommends awarding the contract to AES Precast Co. Inc. for the base bid amount of $68,150.00.

John J. Kane — 8/11/16

Council Member or Staff Member — Date

BID REVIEW RECOMMENDATION

DATE: Sept 6, 2016

BID NO: 2016-2017-002

DEPARTMENT: Police Department

BID AMOUNT: $55,594

BID RECOMMENDATION: Award to John Vance Motors Inc

BUDGET AMOUNT: $60,000

COMMENTS: **Bid packets were sent to eight (8) vendors and publicly advertised with two (2) bids being received for up to (5) full size special services package four wheel drive crew cab pick-up trucks. One bid each was received from:**

John Vance Motors INC, P.O. Box 400, Guthrie, OK 73044.
Bid Amount= $27,797 per unit.

Bob Howard Auto Group, 13300 N Broadway Ext, Oklahoma City, OK 73144.
Bid Amount= $27,984 per unit.

Vendors' bids met all required specifications.

It is recommended that the bid be awarded to John Vance Motors in the amount of $55,594 for two (2) pick-up trucks to be purchased.

Dalton Copeland
Council Member

August 18, 2016
Date

Capt. R. Beard
Staff Member

08/18/2016
Date

BID REVIEW RECOMMENDATION

Date:	August 10, 2016
Project:	Price Fields Phase II Renovation
Bid No:	2016-2017-003
Department:	Engineering Department
Budget Amount and Source of Fund:	$ 1,800,000.00 – ½ Cent Sales Tax (Price Fields Phase II) $ 175,000.00 – ½ Cent Sales Tax (Pathfinder Extension Project) $ 518.05 – ½ Cent Sales Tax (Unallocated Funds) **$ 1,975,518.05 - TOTAL**

PROJECT DESCRIPTION:

Price Fields Phase II Renovation consists of constructing a new quadrant of youth baseball/softball fields in the northwest corner of the Price Fields baseball/softball complex. The project also includes construction of a new asphalt parking lot along the east side of the complex directly south of the Phase 1 quadrant of fields that was completed in 2013. Additionally, the project includes minor utility modifications and relocation of an existing pre-cast concrete restroom to accommodate the new fields and re-working two of the Phase 1 infields to be used for softball and also address some drainage issues with the Phase 1 quad.

COMMENTS:

In addition to advertising the project in the local newspaper, E-Plan Bidding, Dodge Report Publications, Southwest Construction News, and The Blue Book Building & Construction Network; twelve (12) bid invitations were mailed to regional contractors. Twelve (12) contractors showed interest and picked up construction documents and six (6) contractors submitted bids. The bid consisted of a base bid with nine (9) add alternate bid items. The base bid includes the baseball field quadrant, asphalt parking lot, and associated utility work. The add bid alternates include a field lighting system, additional parking, additional curb and gutter, additional grading to Phase 1 outfields to address drainage issues, playground features in the middle of the Phase II quad, scoreboards, and sub drains at the infield perimeters. The bid amounts for the base bid are:

- McAnaw Construction (Bartlesville, OK) - $1,538,066.05
- R Group (Choctaw, OK) - $1,664,939.46
- Triangle Construction (Tulsa, OK) - $1,716,936.25
- Rick Scott Construction (Ponca City, OK) - $1,813,572.30
- Lowry Construction Services (Tulsa, OK) - $1,943,537.38
- H S Field Services (Dewey, OK) - $2,468,519.00

The bids were evaluated for addendums, bid bonds, line item prices, and arithmetic. The submitted bids had the necessary components. The bids from McAnaw Construction, R Group, Rick Scott Construction, and Lowry Construction Services had arithmetic errors. McAnaw Construction also misplaced a decimal in one of their unit prices which reflected a different value from the total cost of that line item. This was discussed with McAnaw and the whole number for the line item is the correct value, not the unit price. All of these errors have been adjusted in the bid prices discussed previously. The errors did not change the order of the bids.

BUDGET AMOUNT:

This project was originally slated for FY 14-15 design and FY 15-16 construction. Delays occurred to ensure this phase of the Price Fields Renovation was in line with the overall master plan of the complex prior to moving forward with design and construction. $100,000 was allocated for engineering design and the original FY 15-16 construction budget was $1,700,000.00. The project was carried over into the current FY 16-17 ½ Cent budget with an increased amount of $1,800.000.00. $95,000 had been spent in FY-15-16 on the engineering design with $5,000 remaining to be paid in FY 16-17. Therefore, the total budget allocated for construction in FY-16-17 is $1,795,000.00. The base bid from McAnaw Construction is $256,933.95 under the available budget.

RECOMMENDATION:

McAnaw Construction is a local contractor and has been in business since 1948. They have extensive experience as a general contractor. McAnaw Construction was awarded the contract and successfully completed Price Fields Phase 1 renovations. Based on McAnaw's experience and bonding capacity, this project is well within their technical and financial capabilities.

As mentioned earlier, the project includes a base bid and add bid alternates. While not all of the add bid alternates will be utilized, staff is recommending the following add bid alternates to be included with the bid award:

- Bid Alternate 5A - 200' Field Sport Lighting – Complete System $432,452.00
- Bid Alternate 9A - Ball Field Sub-drain System $55,440.00

The base bid is $256,933.95 under the available budget. Addition of the alternate bid items noted will raise the total bid to $1,970,518.05 and creates a $175,518.05 deficit. Staff has identified additional funds that can be used to cover this amount. Funds will be transferred from the Pathfinder Extension project from Eastland Shopping Center to Frank Phillips Boulevard. This project is not likely to be constructed in FY 16-17 due to uncertainties with development of the Eastland property through which an easement is required for the trail. The budget for the Pathfinder Extension project is $175,000.00. This project would be fully funded in FY 17-18. Additionally $518.05 of unallocated ½ Cent funds will be used to cover the remaining deficit. Staff has also been working to adjust and/or eliminate non-critical items in the base bid to reduce the actual cost of construction. Modifications have been identified that will reduce the overall cost, including add alternates, to a point that the majority of the funds transferred from the Pathfinder Extension project will be returned to that project this fiscal year to minimize the impact to the ½ Cent budget in FY 17-18. However, funds must be in place prior to awarding the bid, thus the need to identify those additional funding sources to cover the total cost of the bid award.

Staff believes that this project can be completed as discussed by using the available base budget, modification of unit price bid items, and utilizing the additional funding sources.

Staff recommends awarding the bid to McAnaw Construction for the base bid and bid alternates 5A and 9A for $1,970,518.05.

Council Member or Staff Member

August 11, 2016
Date

BID REVIEW RECOMMENDATION

BID NUMBER: 2016-2017-014

DESCRIPTION: Sodium Permanganate

DEPARTMENT: Water Plant, 510-720

COMMENTS:
Sodium Permanganate is a pretreatment chemical utilized at the Caney River raw water pump station that removes iron and manganese prior to the treatment process. This is an annual bid item with materials only purchased on an as needed basis.

Bid packets were advertised in the local newspaper, Bid News, Southwest Construction Reports, Dodge Reports as well as online and sent to 22 vendors with five (5) bids being returned. Shown below were the bidders and their bid amounts.

VENDOR	BID (Est. Quantity 50,000 lbs)
F2 Industries**	$0.794/lb
Hawkins	$0.92/lb (current vendor)
Brenntag Southwest	$0.995/lb
Harcros Chemicals	$1.0149/lb
Shannon Chemical	$1.04/lb

F2 Industries submitted product did not meet the specifications and was removed from consideration. Hawkins is the low bidder meeting the specifications and is the current vendor.

BUDGET AMOUNT:
The pricing from the low bidder meeting specifications (Hawkins) has decreased 3% from last fiscal year. Sufficient funding is budgeted in the department for purchase of these materials.

BID RECOMMENDATION:
Staff recommends award of the Sodium Permanganate to Hawkins Inc. who submitted the low bid meeting the specifications.

Council Member

8/10/16
Date

BID REVIEW RECOMMENDATION

DATE 08.15.2016

BID NO: 2016-17-015

DEPARTMENT: Fire

BUDGET AMOUNT: $50,000.00

SOURCE OF FUND: 101-250-55960

PROJECT / EQUIPMENT DESCRIPTION: One (1) New 1 ton (11,500 GVWR), 4X4 (single rear wheels, crew cab, pick-up truck standard box length with a 6.2L V-8 gasoline engine.

COMMENTS: Bid packets were sent to 7 vendors with 2 bids being received from the following: Bob Hurley Ford and Bill Knight Ford in Tulsa. The low bid was from Bill Knight Ford of Tulsa in the amount of $35,555.00.The next lowest bid was $35,608.00 from Bob Hurley Ford of Tulsa. This truck will replace a 2005 Ford Excursion with 135,000 miles. This is an emergency response command vehicle driven by the Battalion Chief of the Bartlesville Fire Department.

RECOMMENDATION: We recommend that Bill Knight Ford be awarded the bid.

Council Member — Date: 8/31/2016

Staff Member — Date: 8-9-16

BID REVIEW RECOMMENDATION

DATE: Sept 6, 2016

BID NO: 2016-2017-017

DEPARTMENT: Police Department

BID AMOUNT: $54,752

BID RECOMMENDATION: Award to Bob Hurley Ford

BUDGET AMOUNT: $60,000

COMMENTS: **Bid packets were sent to eleven (11) vendors and publicly advertised with two (2) bids being considered including the Oklahoma state contract bid from Bob Hurley Ford. These bids were for up to (2) new police pursuit SUV vehicles. One bid each was received from:**

John Vance Motors INC, P.O. Box 400, Guthrie, OK 73044.
Bid Amount= $27,487 per unit.

Bob Hurley Ford, P.O. Box 2262, Oklahoma City, OK 73101.
Bid Amount= $27,376 per unit.

Vendors' bids met all required specifications including two extra key fobs for a total of four fobs per unit with programming.

It is recommended that the bid be awarded to Bob Hurley Ford in the amount of $55,752 for two (2) new police pursuit SUV vehicles.

Council Member — August 18, 2016 — Date

Staff Member — 08/18/2016 — Date

BARTLESVILLE POLICE DEPARTMENT
CITY OF BARTLESVILLE
BIDDER'S LIST
Police Pursuit SUV Vehicles
BID #2016-2017-017

BID NUMBER	DESCRIPTION	PROJECT#	LINE ITEM	BUDGET AMOUNT
2016-2017-017	2- Police Pursuit SUV Vehicles		449-270-55960	~~$56~~ 60 $,000.00

MAILING DATE	OPENING DATE	DEFERRED DATE	AWARD DATE	P.O. #
July 15, 2016	August 15, 2016		September 6th, 2016	

BIDDER	PHONE NUMBERS	COMMENTS	BID AMOUNT
Dodge, Chrysler, Jeep of Tulsa 4627 S. Memorial Dr. Tulsa, OK 74145-6918 jromine@bobmoore.com	Phone: 918-663-6343 Fax: 918-665-1157 Attn: FLEET Sales		
Bill Knight Ford 9625 South Memorial Drive Tulsa, OK 74133 gherring@billknightauto.com	Phone: (918) 526-2392 FAX: (918) 526-2395 Attn: Greg Herring FLEET Sales		
Hudiberg Auto Group 6000 Tinker Diagonal Midwest City, OK 73110-2800 dee@hudifleet.com	Phone:405-737-3389 Fax: 405-739-6701 Attn: Dee Roberson		
Doenges Ford 1901 SE Washington Blvd. Bartlesville, OK 74006	Phone: 918-333-0900 Attn: FLEET Sales		
Bartlesville Chrysler/Dodge/Jeep 3250 SE Washington Blvd. Bartlesville, OK 74006	Phone: 918-766-0000 Attn: Brian, or Fleet Sales		
Bob Howard Chrysler Jeep Dodge P.O. Box 14580, 13250 N Broadway Ext. Oklahoma City, OK 73113-0580 tayers@bobhowardauto.com	Phone 405-936-8814 Fax 405-936-8963 Attn: Tom Ayers or Government Sales		
Joe Cooper Ford of Tulsa 3400 S. Sheridan Tulsa, OK 74145	Phone: 918-346-6500 Attn; FLEET Manager		
Bob Hurley Ford P.O. Box 2262 Oklahoma City, OK 73101	Phone-405.239.2700 FAX- 405.239.2705 Attn. Kenny Davis Government Sales	STATE Bid	$54,752 $27,376 per UNIT

Oakley Chevrolet 3800 SE Adams Road Bartlesville, OK 74006	Phone-918.876-0797 Fax: (918) 335-1231 Attn FLEET Sales		
Vance Country Ford PO Box 400 Guthrie, OK 73044 Email: cameron@vancefleet.com	Phone: (405) 282-3800 FAX: (405) 260-3010 Attn: Cameron Colter FLEET Sales Manager		$54,974.- $27,487 per UNIT
Bob Moore Ford 8948 S. I-35 Service Road Oklahoma City, OK 73149 rwilson@bobmoore.com	Phone: (405) 246-2356 FAX: (405) 246-2320 Attn; Robert Wilson FLEET Sales		

This Bid Review Recommendation will be provided at a later date.

STAFF REPORT ***DEPARTMENT OF ENGINEERING***

TO: Ed Gordon, City Manager

FROM: Micah Siemers, P.E. Director of Engineering

DATE: August 31, 2016

SUBJECT: A public hearing to consider a request from Jerry Reed to close a portion of a 20' drainage easement located at 4140 Adams Road.

GENERAL INFORMATION:

Applicant: Jerry Reed

Requested Action: A public hearing to consider a request from Jerry Reed to close a portion of 20' Drainage Easement in a portion of Lot G-H, Replat of the North 1036.04 feet of Lot G, Adams Hills Addition to Bartlesville, Washington County, Oklahoma being more particularly described as follows:

COMMENCING 42.02 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT G-H, BEING THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN DEED BOOK 1066 AT PAGE 3040; THENCE N 89D57'40" W ALONG THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 38.00 FEET; THENCE N 00D00'37" W, PARALLEL TO THE EAST LINE OF SAID LOG G-H, A DISTANCE OF 14.19 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING N 00D00'37" W, A DISTANCE OF 130.43 FEET; THENCE N 89D57'28" E, A DISTANCE OF 9.18 FEET; THENCE S 00D06'25" E, A DISTANCE OF 130.42 FEET; THENCE S 89D56'38" W, A DISTANCE OF 9.29 FEET TO THE POINT OF BEGINNING. CONTAINING 1,205 SQUARE FEET OR 0.028 ACRES.

SPECIAL INFORMATION:

The applicant is requesting the closure because they are in the process of selling the property and through the ALTA/ACSM Land Title Survey process found out that the existing building encroached upon the easement. The easement is a 20' wide drainage easement and the applicant is generally asking to close the west 9.2 feet of the easement.

This request has been circulated to utility companies and city staff for review.

1. City Staff: Staff has received no objections from the Police, Fire, Planning, Public Works, Sanitation, or Water departments. Engineering has identified a two parallel 24" diameter storm sewer pipes in the easement. The pipes are located in the eastern 10 feet of the easement. There is also an additional 20' wide utility easement adjacent to the east side of the drainage easement. Since the building does not encroach upon the drainage pipes, no portion of the easement containing the pipes is being closed, and no additional drainage improvements are expected behind the existing buildings, Engineering has no objections to the request.

2. Utility Companies: Since this is a drainage easement and not a utility easement, Oklahoma Natural Gas, AEP/PSO, and AT&T do not have facilities located within the portion of easement to be closed, and therefore have no objections to the request.

STAFF COMMENTS/RECOMMENDATIONS:

Staff recommends holding the public hearing and authorizing the mayor to execute the attached ordinance.

CITY COUNCIL ACTION REQUESTED:

Hold public hearing to consider and take action on the proposed easement closing. A public hearing notice has been placed in the *Examiner-Enterprise*.

ORDINANCE NO. _____

An Ordinance to Close a portion of a 20' Drainage Easement in a portion of Lot G-H, Replat of the North 1036.04 feet of Lot G, Adams Hills Addition to Bartlesville, Washington County, Oklahoma (4140 Adams Road)

WHEREAS, heretofore the City Council of the City of Bartlesville received a request for the closing of a portion of a drainage easement hereinafter described; and

WHEREAS, the Council duly set said matter for public hearing and gave proper notice thereof and said matter was duly heard before the Council in a open meeting on September 6th, 2016, where all viewpoints were considered; and

WHEREAS, the Council, after consideration, determined it necessary, expedient and desirable that the portion of the drainage easement hereinafter described to be closed.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BARTLESVILLE, OKLAHOMA:

The following described drainage easement, described to wit:

COMMENCING 42.02 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT G-H, BEING THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN DEED BOOK 1066 AT PAGE 3040; THENCE N 89D57'40" W ALONG THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 38.00 FEET; THENCE N 00D00'37" W, PARALLEL TO THE EAST LINE OF SAID LOG G-H, A DISTANCE OF 14.19 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING N 00D00'37" W, A DISTANCE OF 130.43 FEET; THENCE N 89D57'28" E, A DISTANCE OF 9.18 FEET; THENCE S 00D06'25" E, A DISTANCE OF 130.42 FEET; THENCE S 89D56'38" W, A DISTANCE OF 9.29 FEET TO THE POINT OF BEGINNING. CONTAINING 1,205 SQUARE FEET OR 0.028 ACRES.

Also, as shown as "Easement Release Area" on Exhibit A attached hereto and made a part of this ordinance be and the same is hereby closed.

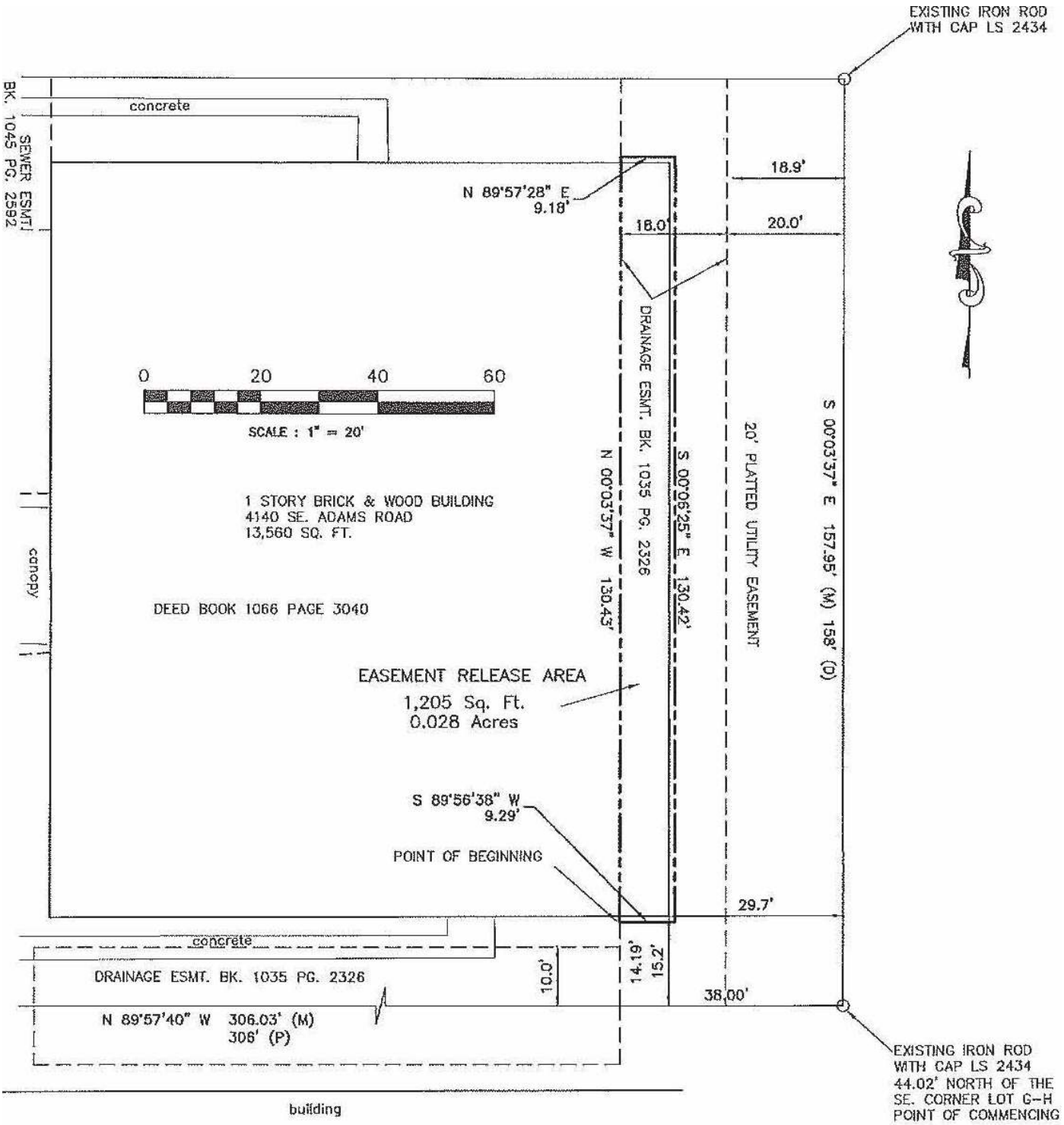
PASSED by the City Council and APPROVED by the Mayor of the City of Bartlesville, Oklahoma this 6th day of September, 2016.

_____
Tom Gorman, Mayor

ATTEST:

_____
City Clerk
(SEAL)

EXHIBIT A


EXISTING IRON ROD
WITH CAP LS 2434
BK. 1045 PG. 2592
SEWER ESMT.
concrete
N 89°57'28" E
9.18'
18.9'
18.0'
20.0'
DRAINAGE ESMT. BK. 1035 PG. 2326
20' PLATTED UTILITY EASEMENT
S 00°03'37" E 157.95' (M) 158' (D)
0 20 40 60
SCALE : 1" = 20'
1 STORY BRICK & WOOD BUILDING
4140 SE. ADAMS ROAD
13,560 SQ. FT.
canopy
DEED BOOK 1066 PAGE 3040
N 00°03'37" W 130.43'
S 00°06'25" E 130.42'
EASEMENT RELEASE AREA
1,205 Sq. Ft.
0.028 Acres
S 89°56'38" W
9.29'
POINT OF BEGINNING
29.7'
concrete
DRAINAGE ESMT. BK. 1035 PG. 2326
10.0'
14.19'
15.2'
38.00'
N 89°57'40" W 306.03' (M)
306' (P)
building
EXISTING IRON ROD
WITH CAP LS 2434
44.02' NORTH OF THE
SE. CORNER LOT G-H
POINT OF COMMENCING

STAFF REPORT ***DEPARTMENT OF ENGINEERING***

TO: Ed Gordon, City Manager

FROM: Micah Siemers, P.E. Director of Engineering

DATE: August 31, 2016

SUBJECT: A public hearing to consider a request from Matthew Christensen, on behalf of Bartlesville Investment Partners, LLC to close portions of two sanitary sewer easements located at the southeast corner of Adams Boulevard and Silver Lake Road.

GENERAL INFORMATION:

Applicant: Matthew Christensen on behalf of Bartlesville Investment Partners, LLC.

Requested Action: A public hearing to consider a request from Matthew Christensen, on behalf of Bartlesville Investment Partners, LLC to close portions of two public sanitary sewer easements as described in Exhibit B (attached).

SPECIAL INFORMATION:

The applicant is requesting the closure as part of the Silver Lake Village development located at the southeast corner of Adams Boulevard and Silver Lake Road. As part of the approved zoning and site development plans, some of the existing sanitary sewer lines crossing the property will be relocated.

This request has been circulated to utility companies and city staff for review.

1. City Staff: Staff has received no objections from the Police, Fire, Planning, Engineering, Public Works, Sanitation, or Water departments. As stated previously, construction plans showing the proposed development and infrastructure improvements have been reviewed and approved by City staff, therefore they have no objections to the request.

2. Utility Companies: Since both of these easements are specifically for public sanitary sewer and not utility easements for private utilities, Oklahoma Natural Gas, AEP/PSO, CableOne, and AT&T do not have facilities located within the portions of easements to be closed, and therefore have no objections to the request.

STAFF COMMENTS/RECOMMENDATIONS:

Staff recommends holding the public hearing and authorizing the mayor to execute the attached ordinance.

CITY COUNCIL ACTION REQUESTED:

Hold public hearing to consider and take action on the proposed easement closing. A public hearing notice has been placed in the *Examiner-Enterprise*.

ORDINANCE NO. _____

An Ordinance to Close portions of three (3) Public Sanitary Sewer Easements located in the Northwest quarter (NW/4) of Section 17, Township 26 North, Range 13 East, Washington County, Oklahoma.

WHEREAS, heretofore the City Council of the City of Bartlesville received a request for the closing of portions of three (3) public sanitary sewer easements hereinafter described; and

WHEREAS, the Council duly set said matter for public hearing and gave proper notice thereof and said matter was duly heard before the Council in a open meeting on September 6th, 2016, where all viewpoints were considered; and

WHEREAS, the Council, after consideration, determined it necessary, expedient and desirable that the portions of the three (3) public sanitary sewer easements hereinafter described to be closed.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BARTLESVILLE, OKLAHOMA:

The following described public sanitary sewer easements, described to wit:

SEWER EASEMENT – EXHIBIT A

DESCRIPTION OF SEWER EASEMENT TO BE ABANDONED:
A PORTION OF SEWER EASEMENT AS DESCRIBED IN BOOK 755, PAGE 550 RECORDED IN THE COUNTY CLERK'S OFFICE OF WASHINGTON COUNTY, OKLAHOMA SAID POSITION FURTHER DESCRIBED AS FOLLOWS;
A STRIP OR PARCEL OF LAND TWENTY (20) FEET IN WIDTH, LOCATED IN THE NORTH HALF OF THE NORTHWEST QUARTER, SECTION 17, TOWNSHIP 26 NORTH, RANGE 13 EAST, WASHINGTON COUNTY, OKLAHOMA, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT ON THE SOUTH LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER, A DISTANCE OF 335.2 FEET WEST OF THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 68˚42' WEST (DESCRIBED) NORTH 70˚03'26" WEST (CALCULATED) A DISTANCE OF 14.2 FEET; THENCE NORTH 52˚30' WEST (DESCRIBED) NORTH 53˚51'26" WEST (CALCULATED) A DISTANCE OF 194.5 FEET; THENCE NORTH 58˚42' WEST (DESCRIBED) NORTH 60˚03'26" WEST (CALCULATED) A DISTANCE OF 302.2 FEET; THENCE NORTH 60˚52' WEST (DESCRIBED) NORTH 62˚13'26" WEST (CALCULATED) A DISTANCE OF 280.0 FEET; THENCE NORTH 58˚42' WEST (DESCRIBED) NORTH 60˚03'26" WEST (CALCULATED) A DISTANCE OF 21.70 FEET TO THE POINT OF BEGINNING OF THE PORTION OF THIS EASEMENT TO BE ABANDONED; THENCE CONTINUING NORTH 58˚42' WEST (DESCRIBED) NORTH 60˚03'26" WEST (CALCULATED) A DISTANCE OF 348.30 FEET; THENCE NORTH 44˚49' WEST (DESCRIBED) NORTH 46˚10'26" WEST (CALCULATED) A DISTANCE OF 63.3 FEET; THENCE NORTH (DESCRIBED) NORTH 0˚49'25" EAST (CALCULATED) A DISTANCE OF 594.90 FEET (CALCULATED, NO DESCRIBED DISTANCE GIVEN) TO A POINT ON THE SOUTH RIGHT OF WAY OF US HIGHWAY 60 (SE ADAMS BOULEVARD) SAID POINT BEING THE POINT OF TERMINATION OF THE PORTION OF THIS EASEMENT TO BE ABANDONED.

SEWER EASEMENT – EXHIBIT B

DESCRIPTION OF SEWER EASEMENT TO BE ABANDONED:
A PORTION OF A SEWER EASEMENT AS DESCRIBED IN BOOK 327, PAGES 333 AND 334 RECORDED IN THE COUNTY CLERK'S OFFICE OF WASHINGTON COUNTY, OKLAHOMA SAID PORTION FURTHER DESCRIBED AS FOLLOWS:
A STRIP OR PARCEL OF LAND TWENTY (20) FEET IN WIDTH LOCATED IN THE NORTH HALF OF THE NORTHWEST QUARTER, SECTION 17, TOWNSHIP 26 NORTH, RANGE 13 EAST, WASHINGTON COUNTY, OKLAHOMA, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER A DISTANCE OF 325.2 FEET WEST OF THE SOUTHWEST CORNER THEROF; THENCE NORTH 68˚42' WEST (DESCRIBED) NORTH 70˚03'26" WEST (CALCULATED) A DISTANCE OF 14.2 FEET; THENCE NORTH 52˚30' WEST (DESCRIBED) NORTH 53˚51'26" WEST (CALCULATED) A DISTANCE OF 194.5 FEET; THENCE NORTH 58˚42' WEST (DESCRIBED) NORTH 60˚03'26" WEST (CALCULATED) A DISTANCE OF 302.2 FEET; THENCE NORTH 60˚52' WEST (DESCRIBED) NORTH 62˚13'26" WEST (CALCULATED) A DISTANCE OF 280.0 FEET; THENCE NORTH 58˚42' WEST (DESCRIBED) NORTH 60˚03'26" WEST (CALCULATED) A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING OF THEPORTION OF THIS EASEMENT TO BE ABANDONED; THENCE CONTINUING NORTH 58˚42' WEST (DESCRIBED) NORTH 60˚03'26" WEST (CALCULATED) A DISTANCE OF 340.0 FEET; THENCE NORTH 44˚49' WEST (DESCRIBED) NORTH 46˚10'26" WEST (CALCULATED) A DISTANCE OF 63.3 FEET; THENCE NORTH (DESCRIBED) NORTH 0˚49'25" EAST (CALCULATED) A DISTANCE OF 594.90 FEET (CALCULATED, NO DESCRIBED DISTANCE GIVEN) TO A POINT ON THE SOUTH RIGHT OF WAY OF US HIGHWAY 60 (SE ADAMS BOULEVARD), SAID POINT BEING THE POINT OF TERMINATION OF THIS EASEMENT TO BE ABANDONED.

SEWER EASEMENT – EXHIBIT C

DESCRIPTION OF SEWER EASEMENT TO BE ABANDONED:

A PORTION OF SEWER EASEMENT AS DESCRIBED IN BOOK 982, PAGE 1011, RECORDED IN THE COUNTY CLERK'S OFFICE OF WASHINGTON COUNTY, OKLAHOMA, SAID PORTION FURTHER DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER, NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 26 NORTH, RANGE 13 EAST, OF THE INDIAN MERIDIAN, CITY OF BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA; THENCE SOUTH 1˚18'42" EAST, 489.22 FEET ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, NORTHWEST QUARTER TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 1˚18'42" EAST, 420.00 FEET ALONG SAID EAST LINE; THENCE SOUTH 88˚49'50" WEST, 465.78 FEET; THENCE NORTH 1˚10'25" WEST, 20.00 FEET; THENCE NORTH 88˚49'50" EAST, 445.73 FEET TO A POINT 20.00 FEET WEST OF SAID EAST LINE OF THE NORTHWEST QUARTER, NORTHWEST QUARTER; THENCE NORTH 1˚18'42" WEST, 399.95 FEET; THENCE NORTH 88˚41'18" EAST, 20.00 FEET TO THE POINT OF BEGINNING.

Also, as shown on Exhibits A, B, and C attached hereto and made a part of this ordinance be and the same is hereby closed.

PASSED by the City Council and APPROVED by the Mayor of the City of Bartlesville, Oklahoma this 6th day of September, 2016.

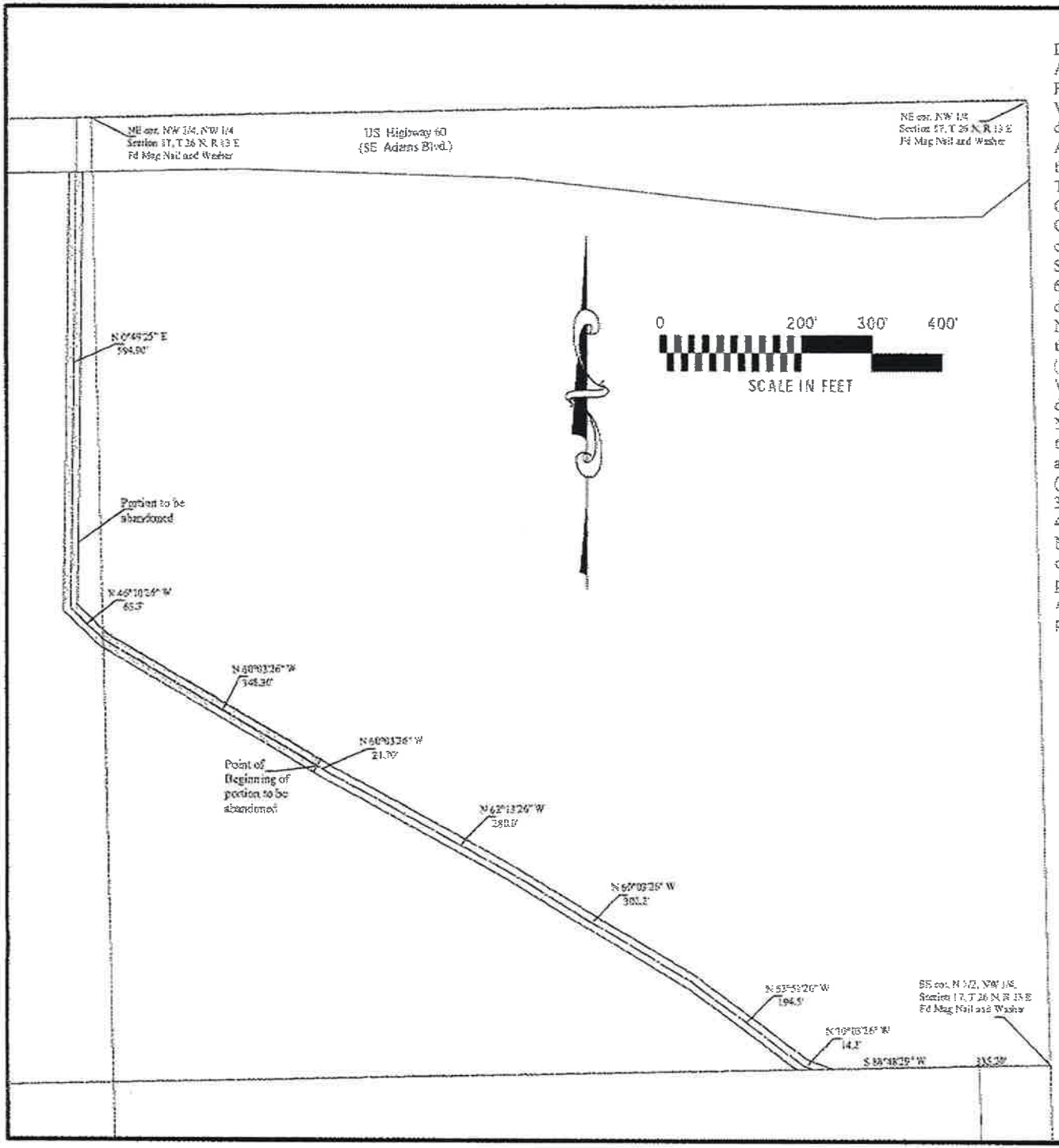
_____
Tom Gorman, Mayor

ATTEST:

_____
City Clerk
(SEAL)

Jul 13 2016 12:13:16 (918) 925-5223 -> Pamela Reed Page 005

EXHIBIT A



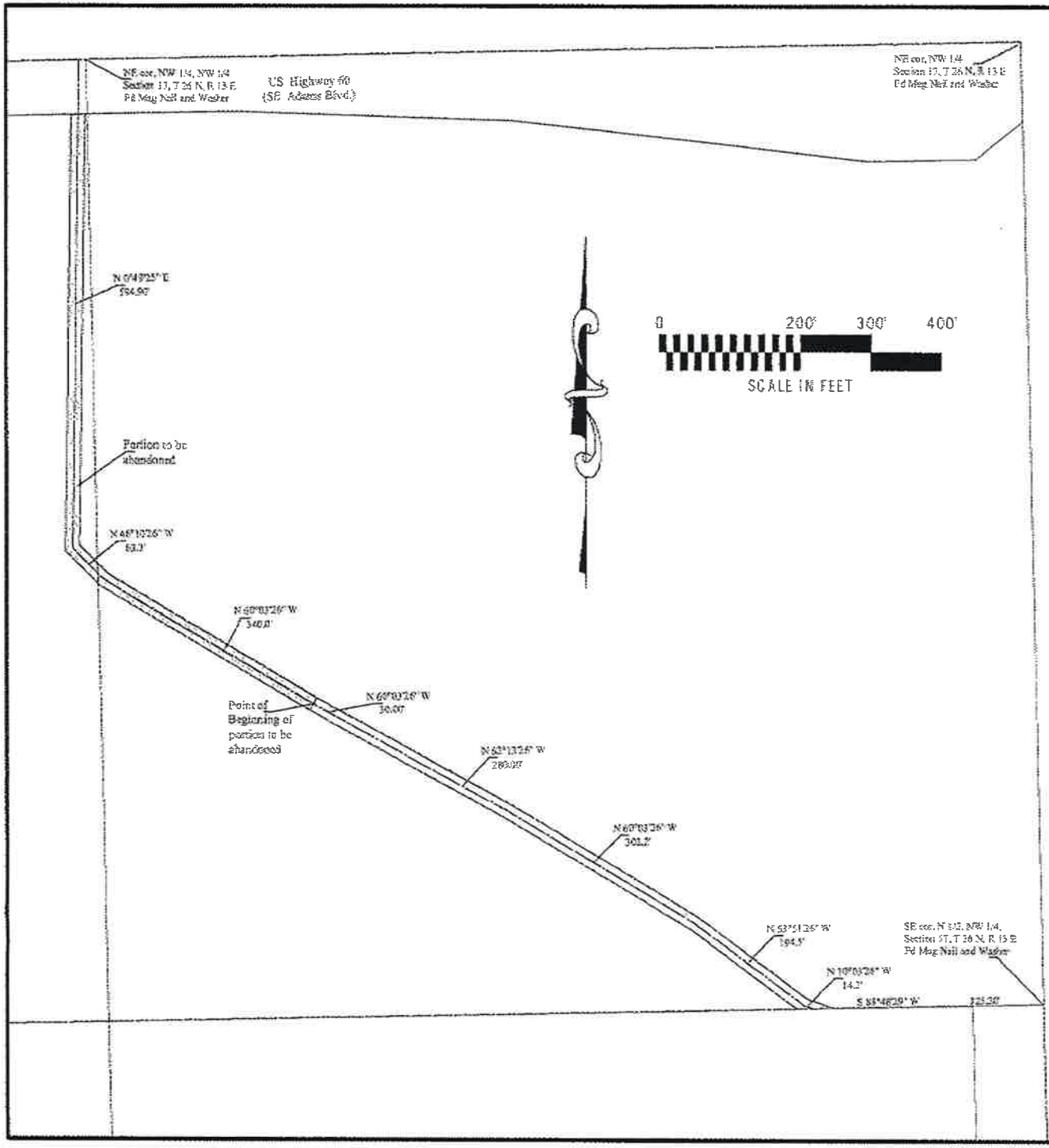
Description of Sewer Easement to be abandoned:
A portion of a Sewer Easement as described in Book 755, Page 550 recorded in the County Clerk's Office of Washington County, Oklahoma said portion further described as follows:
A strip or parcel of land twenty (20) feet in width, located in the North Half of the Northwest Quarter, Section 17, Township 26 North, Range 13 East, Washington County, Oklahoma, the centerline of which is described as follows:
Commencing at a point on the South line of said North Half of the Northwest Quarter, a distance of 335.2 feet West of the Southeast corner of said Northwest Quarter; thence North 68°42' West (described) North 70°03'26" West (calculated) a distance of 14.2 feet; thence North 52°30' West (described) North 53°51'26" West (calculated) a distance of 194.5 feet; thence North 58°42' West (described) North 60°03'26" West (calculated) a distance of 302.2 feet; thence North 60°52' West (described) North 62°13'26" West (calculated) a distance of 280.0 feet; thence North 58°42' West (described) North 60°03'26" West (calculated) a distance of 21.70 feet to the point of beginning of the portion of this easement to be abandoned; thence continuing thence North 58°42' West (described) North 60°03'26" West (calculated) a distance of 348.30 feet; thence North 44°49' West (described) North 46°10'26" West (calculated) a distance of 63.3 feet; thence North (described) North 0°49'25" East (calculated) a distance of 594.90 feet (calculated, no described distance given) to a point on the South right of way of US Highway 60 (SE Adams Street) said point being the point of termination of the portion of this easement to be abandoned.

Ozark
Civil Engineering Inc.
3214 N.W. AVIGNON WAY, SUITE 4
BENTONVILLE, AR 72712
479.464.8850 | OFFICE 479.464.8340 | FAX

SCALE: 1"= 200'	DATE: 2-16-16
DRAWN BY: RD	DATE: 5-16-16
CHECKED BY: EH	

Jul 13 2016 12:12:58 (918) 925-5223 -> Pamela Reed Page 004

EXHIBIT B



Description of Sewer Easement to be abandoned:
A portion of a Sewer Easement as described in Book 327, Page 333 and Page 334 recorded in the County Clerk's Office of Washington County, Oklahoma said portion further described as follows:
A strip or parcel of land twenty (20) feet in width, located in the North Half of the Northwest Quarter, Section 17, Township 26 North, Range 13 East, Washington County, Oklahoma, the centerline of which is described as follows: Commencing at a point on the South line of said North Half of the Northwest Quarter, a distance of 325.2 feet West of the Southeast corner thereof; thence North 68°42' West (described) North 70°03'26" West (calculated) a distance of 14.2 feet; thence North 52°30' West (described) North 53°51'26" West (calculated) a distance of 194.5 feet; thence North 58°42' West (described) North 60°03'26" West (calculated) a distance of 302.2 feet; thence North 60°52' West (described) North 62°13'26" West (calculated) a distance of 280.0 feet; thence North 58°42' West (described) North 60°03'26" West (calculated) a distance of 30.00 feet to the point of beginning of the portion of this easement to be abandoned; thence continuing North 58°42' West (described) North 60°03'26" West (calculated) a distance of 340.00 feet; thence North 44°49' West (described) North 46°10'26" West (calculated) a distance of 63.3 feet; thence North (described) North 0°49'25" East (calculated) a distance of 594.90 feet (calculated, no described distance given) to a point on the South right of way of US Highway 60 (SE Adams Street), said point being the point of termination of the portion of this easement to be abandoned.

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SCALE: 1" = 200'	DATE: 2-16-16 Revs 5-16-16
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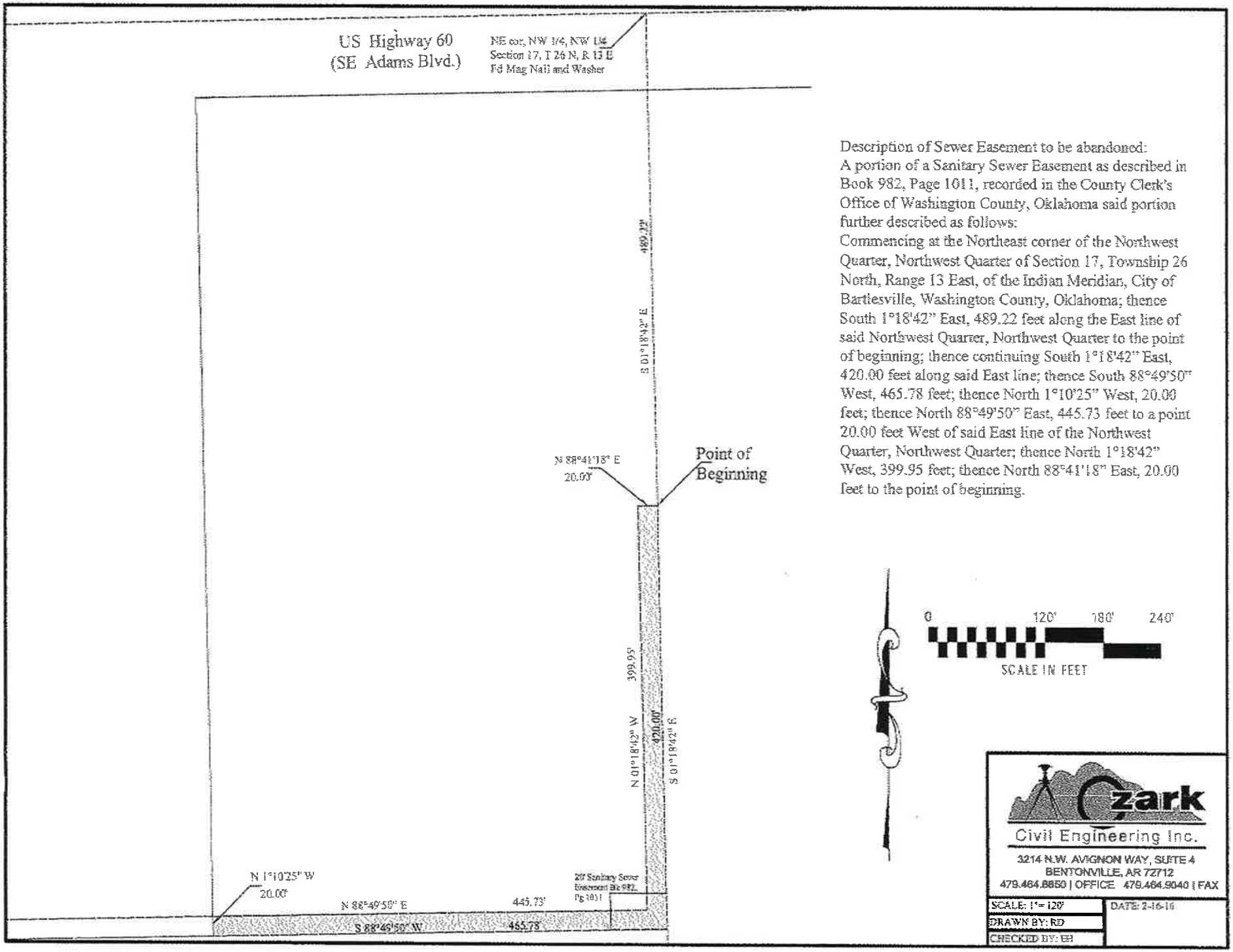
Jul 13 2016 12:13:34 (918) 925-5223 -> Pamela Reed Page 006

EXHIBIT C



Description of Sewer Easement to be abandoned:
A portion of a Sanitary Sewer Easement as described in Book 982, Page 1011, recorded in the County Clerk's Office of Washington County, Oklahoma said portion further described as follows:
Commencing at the Northeast corner of the Northwest Quarter, Northwest Quarter of Section 17, Township 26 North, Range 13 East, of the Indian Meridian, City of Bartlesville, Washington County, Oklahoma; thence South 1°18'42" East, 489.22 feet along the East line of said Northwest Quarter, Northwest Quarter to the point of beginning; thence continuing South 1°18'42" East, 420.00 feet along said East line; thence South 88°49'50" West, 465.78 feet; thence North 1°10'25" West, 20.00 feet; thence North 88°49'50" East, 445.73 feet to a point 20.00 feet West of said East line of the Northwest Quarter, Northwest Quarter; thence North 1°18'42" West, 399.95 feet; thence North 88°41'18" East, 20.00 feet to the point of beginning.

Ozark
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SCALE: 1" = 120'	DATE: 2-16-16
DRAWN BY: RD	
CHECKED BY: EH	

Zimbra **rebanes@cityofbartlesville.org**

Fire Fighter Contract

From : Sandy Trepka <STrepka@scmjlaw.com> Tue, Aug 23, 2016 11:00 AM

Subject : Fire Fighter Contract

2 attachments

To : copeland4bville@aol.com, jjkane@kanecattle.com, Jcallahan918@gmail.com, Tom Gorman (tagorman@aol.com) <tagorman@aol.com>, Ted Lockin (ted.d.lockin@gmail.com) <ted.d.lockin@gmail.com>

Cc : Ed Gordon (eegordon@cityofbartlesville.org) <eegordon@cityofbartlesville.org>, mrmcgill@cityofbartlesville.org, rebanes@cityofbartlesville.org

Gentlemen:

We have reached an agreement with Local 200 of the International Association of Fire Fighters for the fiscal year beginning July 1, 2016 and ending June 30, 2017. Attached is the agreement which has the signature of the Local 200's President affixed thereto. This agreement will be on the agenda for the September 6 meeting of the City Council.

In addition, I am enclosing a copy of a Memorandum from Ed Gordon discussing the wage situation with the fire fighters. There are no wage increases for the first six months of the contract, but the wage increases do kick in effective January 1, 2017.

One significant change in this contract over previous contracts is the method of picking the Battalion Chief. As you know, the Battalion Chief is the person in charge of a shift for the entire day. Previously, those Captains who were qualified, by terms of longevity, were allowed to take the promotion test. Then out of the Captains that passed the promotional test, the one with the most seniority was automatically promoted, regardless of the test score or that person's suitability for the position. The Local has agreed to a change in this process, wherein one out of the top three qualifiers will be selected by the Testing and Selection Board. The Testing and Selection Board consists of the Fire Chief or his designee, Deputy Chief, City Manager or his designee, and two Union designated members. The result is that the Administration will have three members on the five member Board. This new procedure has stressed competence and ability over seniority and is a welcome change.

There are other minor changes to the Contract, but none of them will have a significant financial impact.

The City Administration endorses the Contract and recommends that it be approved at the September 6th meeting. If anyone has any questions, please let me know.

Jerry M. Maddux

2016-2017 Fire Contract Final (signed).pdf
3 MB

2016-2917 Fire Contract Memorandum (Wage Scale Adjustment).pdf
62 KB

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city of
bartlesville
CONNECTED / CREATIVE / VIBRANT

Office of the City Manager
City Hall, 401 S Johnstone
Bartlesville, OK 74003
918.338.4282

MEMORANDUM

TO: Mayor and City Council

FROM: Ed Gordon. City Manager

DATE: July 11, 2016

SUBJECT: 2016-2017 Fire Wage Scale Adjustment

Each year Mrs. Shellie McGill does a salary survey to compare City of Bartlesville wages to the wages of our sister cities. Our survey considers minimums and maximums and provides average wages. In looking over our salary survey, it was apparent we were lagging in wages compared to cities our size at all levels. In the positions of Battalion Chief and Captain wages were lagging between 12.6 and 19.9% behind on average.

Mr. Mike Bailey did further analysis of the survey data and developed a plan that the City could afford to bring our salaries closer to the average wage for cities our size. The plan will exceed this year's budget and, for that reason, the staff proposes the wage adjustment be implemented on 01/01/17.

I have attached the proposed appendix. It gives a Fire Fighter between a 6.7 and 7.1% increase, an Equipment Operator between a 6.8 and 6.9% increase, a Captain between a 12.3 and 12.4% increase, a Battalion Chief a 12.4% increase, and the Training Officer a 7.8% increase.

We are still a bit behind the averages but these increases will get us to within 5.4% at all levels. We feel it is important for this wage adjustment to be implemented in order that the City of Bartlesville wages be competitive.

This new wage scale will cost $32,696 more than the 1.1% COLA and the 5% merit but the adjustment is warranted and is a long term investment in our most valuable resource, our employees.

Please do not hesitate to contact me if you have questions or need additional information.

AN AGREEMENT

BETWEEN

THE CITY OF BARTLESVILLE, OKLAHOMA,

A Municipal Corporation

and

BARTLESVILLE PROFESSIONAL FIRE FIGHTERS

Local 200, Bargaining Agent

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

Fiscal Year 2016 - 2017

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TRAINING OFFICER JOB SUMMARY, RESPONSIBILITIES & DUTIES

ARTICLE 1

PURPOSE OF AGREEMENT

It is the intent and purpose of this Agreement, entered into by and between the CITY OF BARTLESVILLE, OKLAHOMA, hereinafter referred to as City or Employer, and LOCAL 200, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter referred to as Union, to achieve and maintain harmonious relations between the parties hereto and to provide for the equitable and orderly adjustment of grievances which may arise during the term of this Agreement.

ARTICLE 2

UNIT COMPOSITION

Employer recognizes the Union as the exclusive bargaining agent for those employees of the Fire Department defined by law as members of the Union, except:

(A) Fire Chief.
(B) One designated administrative assistant.

ARTICLE 3

AUTHORITY AND TERM

Section 1. The Employer and the Union have, by these presents, reduced to writing the Collective Bargaining Agreement resulting from negotiations entered into by Employer and Union.

Section 2. This Agreement shall become effective July 1, 2016 and shall remain in full force and effect until midnight June 30, 2017.

Section 3. Whenever wages, rates of pay or any other matters requiring appropriations of monies by the Employer are included as a matter of collective bargaining, it shall be the obligation of the Union to serve written notice of request for collective bargaining on the Employer at least one hundred twenty (120) days prior to June 30th of each year, the last day on which monies can be appropriated by the Employer to cover an Agreement period which is the subject of the collective bargaining procedure.

Section 4. It shall be the obligation of the Employer and the Union to meet at a reasonable time and confer in good faith with representatives of the Union and the

Employer ten (10) days after receipt of written notice from the Union or the Employer requesting a meeting for purposes of collective bargaining.

Section 5. In the event the Union and the Employer are unable, within thirty (30) days from and including the date of the first meeting, to reach an agreement, any and all unresolved issues, as defined by statute, may be submitted to arbitration on the request of either party.

Section 6. During the term of this Agreement, it shall be the obligation of the Employer and the Union to meet within ten (10) days after notice had been filed by either party, to negotiate any amendments, addendum or changes which do not require the appropriation of monies. It is understood that the arbitration process shall not apply to the lack of agreement to modify the existing contract.

ARTICLE 4

PROHIBITION OF STRIKES

Section 1. During the term of this Agreement, the Union agrees to a prohibition of any job action, i.e., strike, sympathy strike, secondary boycott, work slowdowns, sit-downs, concerted stoppage of work, concerted refusal to perform overtime or emergency overtime or cover minimum manning requirements, mass absenteeism, or any other intentional interruption or disruption of the operations of the Fire Department and the City of Bartlesville. In addition, the Union agrees not to petition its affiliate, AFL - CIO, for legal sanction to strike during the term of this Agreement. The Union shall not be in breach of agreement where the acts or actions heretofore enumerated are not caused or authorized by the union. Union shall not aid or assist any person or parties engaging in the prohibitive conduct, by giving direction or guidance to such activities and conduct.

Section 2. Upon notification confirmed in writing by Employer to Union that certain of its members are engaging in a wildcat strike, Union shall immediately, in writing, order such member(s) to return to work at once and provide the Employer with a copy of such an order, and a responsible official of Union shall publicly order them to return to work. Such characterization of the strike by Employer shall not establish the nature of the strike. Such notification by Union shall not constitute an admission by it that a wildcat strike is in progress or has taken place, or that any particular member is or has engaged in a wildcat strike. The notification shall be made solely on the representations of Employer. In the event that a wildcat strike occurs, Union agrees to take all responsible effective and affirmative action to secure the members' return to work as promptly as possible.

Section 3. The Employer and the Union agree that unfair labor practices as defined in the Firefighters' and Policemen's Arbitration Act shall constitute unfair labor practices for the purpose of this Agreement. It is understood that statutory unfair labor practices are not subject to the contract arbitration procedure.

ARTICLE 5

MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1. Union recognizes the prerogative of Employer to operate and manage its affairs in all respects and in accordance with its responsibilities, and the power or authority which the Employer has not officially abridged, delegated, granted or modified by this Agreement, are retained by the Employer, and all rights, powers and authority the Employer had prior to the signing of this Agreement are retained by the Employer and remain exclusively without limitation within the rights of the Employer.

Section 2. Except as may be limited herein, the Employer retains the rights in accordance with the Constitution, the laws of the State of Oklahoma, and the Charter of the municipality and responsibilities and duties contained in the laws of the State of Oklahoma and the ordinances and regulations promulgated thereunder:

A. To determine Fire Department Policy including the rights to manage the affairs of the Fire Department in all respects, except as stated above;

B. To assign working hours, including overtime;

C. To direct the members of the Fire Department, including the right to terminate, suspend or discipline any fire fighter for just cause; and the right to hire, promote or to transfer any fire fighter within the department;

D. To determine the table of organization of the Fire Department, including the right to organize and reorganize the Fire Department and the determination of job classifications and ranks based upon duties assigned;

E. To determine the safety, health and property protection measures for the Fire Department;

F. To allocate and assign work to fire fighters within the Fire Department;

G. To be the sole judge of the qualifications of applicants and training of new employees;

H. To schedule the operations and to determine the number and duration of hours of assigned duty per week;

I. To establish and enforce Fire Department rules, regulations and orders;

J. To introduce new, improved or different methods and techniques of operations of the Fire Department or change existing methods or techniques;

K. To determine the amount of supervision necessary;

L. To control the departmental budget;

M. To take whatever actions may be necessary to carry out the mission of the Employer in situations of emergency.

ARTICLE 6

PREVAILING RIGHTS

All rules, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the operation and administration of the Bartlesville Fire Department currently in effect for and with respect to the members of said Fire Department on the effective date of this Agreement, which are not included in this Agreement, shall remain in full force and effect, unchanged and unaffected in any manner unless and except as modified or changed by the specific terms of this Agreement.

ARTICLE 7

SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the successors and assignees of the parties hereto during the term of this Agreement; and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger or annexation, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership or management of either party hereto, or by any change geographically of place of business of either party hereto.

ARTICLE 8

MUTUAL RESPONSIBILITY TO AVOID DISCRIMINATION

Section 1. Nothing in this Agreement shall be interpreted as diminishing the obligation of both parties to undertake affirmative action to insure that applicants or employees are treated without regard to race, color, religion, sex, marital status, national origin, ancestry, disability, age, status of Union membership or political affiliation, except where

a bona fide occupational qualification exists. Each party is obligated to take positive action in affording equal employment, training and promotional opportunities to all members, as required by Title VII of the Civil Rights Act of 1964, as amended and/or other applicable laws.

Section 2. In the event that any portion of this Agreement unintentionally conflicts with the Employer's capability to be in compliance with said laws, the Equal Employment Opportunity Commission (EEOC) Guidelines will be overriding to that portion of the Agreement.

ARTICLE 9

HOURS AND TIME EXCHANGE

Section 1. Shift employees shall work a schedule of twenty-four (24) hours on duty and forty-eight (48) hours off duty.

Section 2. Time of shift change will be 0800 for rank of Captain and below and 0730 for Battalion Chiefs and Training Officers.

Section 3. Employees shall have the privilege to exchange time, provided however, prior to the effective time of the exchange, the Battalion Chief of the shift affected will be notified of such change. All time exchange must be documented. Furthermore, the Employer understands that employees may compensate one another for exchange time privileges and this shall be so noted on the time exchange form.

Section 4. The forty (40) hour employees' work week shall be five days, eight (8) hours per day, forty (40) hours per week, Monday through Friday.

Section 5. Shift employees shall be paid time-and-a-half for all hours worked over 106 hours per fourteen (14) day period. In addition, for purposes of calculating overtime for bargaining unit employees, vacation, funeral leave, and injury leave time off shall be considered as hours worked. Provided further, if general City employees are subsequently granted the benefit of having personal sick leave hours counted as hours worked for overtime purposes, then and in such event, employees covered by this Agreement shall receive the same benefit. In the case of a Training Officer, compensatory time off will be granted in accordance with general rules and regulations of the City of Bartlesville.

Section 6. All employees will be paid on an hourly basis in the fourteen (14) day pay period.

Section 7. Employees called back to work on an emergency basis shall be paid a minimum of four hours at time-and-a-half. Any time worked after the first four (4) hours will be paid at straight time up to 106 hours per pay period and thereafter at time-and-a-half. This section shall not apply to minimum manning requirements.

Section 8. Employees who are forced to work overtime to meet minimum manning requirements on the 4th of July, Thanksgiving Day or Christmas Day, shall be paid at time-and-a-half.

ARTICLE 10

AVERAGE DUTY DAY

Section 1. Shift exchange shall take place at 0800 hours.

Section 2. From 0800 hours to 1700 hours the following activities will take place:

A. Station cleaning;

B. Inspection and maintenance of equipment and station premises;

C. Training.

Section 3. From 1700 to 0800 hours and all day on holidays shall be normally considered standby time. Provided however, the Fire Chief may require additional duties or training on any day if he, or the Deputy Fire Chief in the Fire Chief's absence, determines that it is appropriate to perform such additional duties or training. Provided further, such additional duties or training shall not be required more than two times per month per shift.

Section 4. No personal vehicles, tools, garden implements, recreational devices or motor craft, implements of husbandry, self-propelled devices of transportation or similar or like devices may be brought to the station and worked on Monday through Friday, 8:00 a.m. to 5:00 p.m.

ARTICLE 11

DRIVER'S LICENSE

Section 1. If an employee's driver's license is suspended, restricted or revoked for any length of time and a valid driver's license is required for the position assigned, the employee must inform his supervisor and the Fire Chief of this situation no later than the employee's next duty shift after notification from the State of Oklahoma Department of Public Safety or other appropriate agency. If an employee fails to do so, he may be subject to disciplinary action.

Section 2. Depending on the length and circumstances of the suspension, restriction or revocation, the employee may be demoted to the next lower position that does not require a valid driver's license. The employee will be placed in the previous position held when the driver's license is reinstated. If such a temporary demotion occurs, the next eligible member shall be temporarily promoted to fill the vacated position until the suspension or revocation is vacated. The employee will be returned to his previous position with all rights and benefits restored when his driver's license is reinstated. Any employee who is temporarily demoted may still take the test for promotion to the next position above his former position.

Section 3. If an employee drives a City vehicle without a valid driver's license, he will be subject to harsh disciplinary action.

ARTICLE 12

DISCIPLINE

Section 1. This section on employee discipline describes general guidelines concerning discipline and termination decisions. Each case will be evaluated on an individual basis.

Section 2. All employee performance incidents will be documented with facts and dates of counseling sessions and disciplinary actions.

Section 3. Supervisors are required to have employees sign any disciplinary action form to acknowledge that it has been discussed with them. If the employee refuses to sign the form, it should be noted and initialed by the supervisor and a witness in the employee's presence.

Section 4. When it is necessary to discipline an employee, progressive disciplinary steps described below should be used. Following all the steps of progressive discipline is not mandatory when the conduct of the employee warrants more severe initial discipline beyond the normal step progression.

A. Informal Counseling

Most potential employee problems can be best addressed by day-to-day communication and feedback between an employee and his/her supervisor. Many potential problems (job performance, attendance, etc.) can be adequately addressed through proper counseling and guidance by the supervisor regarding reinforcement or explanation of City/Department rules, requirements or standards.

B. Oral Reprimand

Problems or potential problems regarding the employee's performance should be discussed with the employee. An oral reprimand shall be used to correct the problem and not to punish the employee. Specific steps or corrective action should be discussed and proper responsibility assigned to the employee for making the necessary corrections/adjustments in the areas discussed. The end result should be a positive change in the employee's behavior. The oral reprimand should be conducted in privacy and should promptly follow the incident in question. The supervisor should document the oral reprimand, have the employee sign the documentation as an acknowledgment, and keep a copy of the documentation in the Department file on the employee.

C. Written Reprimand

Written reprimands shall be utilized in situations that merit such action, listing corrective action to be taken by the employee and describing improvement to be expected. A copy of the reprimand should be given to the employee, a copy should be placed in the employee's file in the Fire Department by the Fire Chief and a copy should be forwarded to the Personnel Director to be placed in the employee's personnel file. Each written reprimand shall include a recommendation by the supervisor(s) concerning a possible date for removal of the reprimand from the employee's file if the infraction is minor in nature. Depending on the type and/or frequency of occurrences, documentation involving minor disciplinary actions may be removed from personnel files following the process described in Article 14, Personnel Files, contained in this Agreement.

D. Notification of Disciplinary Action

Prior to suspending without pay, demoting or dismissing an employee, the Fire Chief must discuss the situation with the Personnel Director and/or the City Manager. It is essential that proper procedures be followed for these types of discipline. An employee must be advised of the charges against him/her, given an explanation of the evidence supporting the charges and notice of a hearing date, at which time the employee shall have an opportunity to respond. The employee must also be advised, if a disciplinary action is recommended after such a hearing, and that he/she has the right to appeal the action as provided for through the contract grievance procedure. The Fire Chief and the City Manager may elect to suspend an employee with pay or without pay pending the final outcome of an investigation and hearing. Provided however, if an employee is suspended without pay and if the final disciplinary decision determines that suspension without pay was inappropriate, then the employee shall receive all back pay and benefits that were suspended.

E. Suspension

In those cases where one or more written reprimands have not proven to be effective, or in those cases where the seriousness of the events or conditions warrant it, the Fire Chief may recommend to the City Manager that the employee be suspended with or without pay for such length of time as he/she considers appropriate, not to exceed thirty (30) calendar days. Pending the investigation or trial of any charge against the employee, the Fire Chief may recommend a longer suspension period to the City Manager.

F. Demotion

Demotion is a very severe step in the disciplinary process which may be utilized in lieu of termination in some instances.

G. Dismissal

Dismissal is the final step in progressive discipline. Dismissal may result when no improvement has been made after previous steps of progressive discipline have been applied or because of the seriousness of the offense.

Section 5. Reasons for initiating appropriate disciplinary actions include, but are not limited to the following, and are subject to a just cause standard:

a. Insubordination

b. Discourteous behavior to the public or other employees

c. Abuse of leaves, excessive absenteeism, or repeated tardiness

d. Disregard for Departmental or City rules/regulations, including safety regulations

e. Falsification of records or documents

f. Willful misconduct

g. Incompetence, inefficiency, or neglect of duty, including breach of confidentiality

h. Discriminatory harassment

i. Fighting at work

j. Failure to report a suspended driver's license, if a license is required for the job

k. Loss of or failure to obtain in a timely manner an appropriate license or certificate which is a necessary requirement for the job

l. Misuse of City property or funds

m. Unauthorized use, theft, defraud, or intentional destruction of the City's property, another employee's property, or a citizen's property

n. Using City time/resources for personal gain

o. Accepting bribes, gifts, or other concessions in return for special consideration

p. Conviction of a felony or of a misdemeanor involving baseness, vileness or depravity (moral turpitude)

q. Absence without proper notice and/or authorization

r. Use, sale, possession or being under the influence of alcohol or drugs during working hours. "Drugs" shall refer to any substance, legal or illegal, prescribed or non-prescribed which impairs an employee's ability to perform the normal job duties.

s. Disgraceful conduct that discredits the City.

t. Activity which has been determined to be incompatible with City employment.

Section 6. Because the City of Bartlesville does not interfere unnecessarily in the private affairs of its employees, care will be taken in citing an employee's off-duty misconduct as a cause of action. As in all disciplinary actions, there must be a nexus between the employee' s conduct and the efficiency of the service, before " just cause" can exist.

ARTICLE 13

GRIEVANCE PROCEDURE

Section 1. The Union or any employee covered under this Agreement may file a grievance with the City in accordance with Section 3 hereof within twenty-five (25) calendar days of said occurrence (excluding legal holidays observed by the City), as hereinafter defined, and shall be afforded the full protection of this Agreement.

Section 2. The Union President, or his authorized representative, may report an impending grievance to the Fire Chief in an effort to forestall its occurrence.

Section 3. Any controversy between the Employer and the Union or any employee concerning the interpretation, enforcement or application of any provisions of this Agreement concerning any of the terms or conditions of employment contained in this Agreement shall be adjusted in the following manner:

A. The grievant shall notify the Union Grievance Committee and the Chief or his designee, of the filing of a grievance. Within ten (10) calendar days (excluding legal holidays observed by the City) the Union Grievance Committee shall determine, in their sole discretion and judgment, whether or not a grievance exists within the terms and conditions of this Agreement.

(1) If the Union Grievance Committee finds a grievance does not exist, no further proceedings shall be necessary;

(2) If the Union Grievance Committee finds a grievance does exist, the procedure of Section 3.B shall apply;

B. If the Union Grievance Committee finds that a grievance does exist, the Committee shall submit in writing this grievance to the Fire Chief for adjustment. The written grievance must be submitted to the Fire Chief within twenty-five (25) calendar days (excluding legal holidays observed by the City) of the occurrence. In the event the Fire Chief is unavailable, the grievance may be submitted to the Deputy Fire Chief. In the event both the Fire Chief and the Deputy Fire Chief are unavailable, the grievance may be submitted to the Personnel Director for Employer. Upon receipt of the grievance, the Fire Chief, the Deputy Fire Chief or Personnel Director, as appropriate, shall sign a document indicating receipt of the grievance and indicating the time of receipt.

C. The Fire Chief or Deputy Fire Chief shall review the grievance and if he decides to sustain the grievance he shall notify the Union Grievance Committee within seven (7) calendar days (excluding legal holidays observed by the City) of receipt of the grievance and the matter will be resolved. If the Fire Chief or Deputy Fire Chief denies the grievance, he shall forward it to the City Manager who shall make the final decision and forward his answer to the Union Grievance Committee within fourteen (14) calendar days (excluding legal holidays observed by the City) from the time the Fire Chief or Deputy Fire Chief received the grievance. A member of the Union Grievance Committee shall sign a document indicating the time of receipt of the City Manager's response.

D. The above sequence applies to an individual grievant. However, if the Bargaining Agent wishes to file a grievance on behalf of the Union, he shall go directly to Section 3.B.

E. The City Manager shall submit his answer in writing to the Fire Chief, and two copies to the Union Grievance Committee within fourteen (14) calendar days from the time he receives the grievance from the Fire Chief. If the City Manager's answer does not settle the grievance, then either party may, within sixty (60) days from the date the City Manager's response is delivered to the Union Grievance Committee, ask for arbitration. Any request for arbitration shall be in writing and in the case of a request by the Union for arbitration within said sixty (60) day period, the written request shall be delivered to and acknowledged by either the City Manager or his designee, the City Personnel Director or her designee, or by the City Attorney. In the event the City requests arbitration within said sixty (60) day period, the request for arbitration shall be in writing and shall be delivered to and acknowledged by an Officer of the Union. If arbitration is not requested within said sixty (60) days, then the grievance shall be considered dismissed.

1. Prior to the initiation of arbitration, either party or the parties jointly may notify the Federal Mediation and Conciliation Service to administer grievance mediation in a good faith effort to resolve the grievance. If the grievance remains unresolved, it may be submitted to a grievance arbitrator for resolution by either party or jointly as the case may be.

2. Either party, or the parties jointly, may request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS).

3. Within seven (7) days from the receipt of such a panel, a representative of the Union and City shall confer and alternately strike names until one arbitrator remains who shall be selected as the impartial arbitrator. The city shall strike the first name from said list on odd number arbitration proceedings and the Union shall strike the first name from said list on even number arbitrations. If the selected impartial arbitrator is unsatisfactory to both parties or is unable or unwilling to serve, the parties shall jointly request a new list of seven (7) arbitrators. The striking of names will be on the same basis and within the same time limits as applied to the first list.

   (1) If possible, hearings shall be held within twenty-five (25) days of notice to the arbitrator selected. However, the arbitrator shall then fix the time and place for the hearing, notice of which shall be given to the parties at least ten (10) calendar days in advance.

   (2) There shall be no briefs except when requested by either party in connection with grievances concerning discipline or discharge.

   (3) If a transcript of the proceedings is requested, the party so

requesting it shall pay for it. If a transcript is requested jointly, it shall be paid for equally between the parties.

4. The arbitration hearing shall be informal and the rules of evidence prevailing in judicial proceedings shall not be binding. Any and all documentary evidence and other data deemed relevant by the arbitrator may be received in evidence. The arbitrator shall have the power to administer oaths and require by subpoena the attendance and testimony of witnesses, the production of books and other evidence relative or pertinent to the issues presented to him for determination.

5. Whenever possible, within sixty (60) days after the conclusion of the hearing, the arbitrator shall issue a written opinion containing findings and recommendations with respect to the issues presented. A copy of the opinion shall be mailed or otherwise delivered to the Union and the Employer.

6. The decision, findings and recommendations of the arbitrator shall be final and binding on the parties to this Agreement with respect to the interpretation, enforcement or application of the provisions of this Agreement. It is understood by the parties to this Agreement that the filing of a grievance under this Article, which has as its last step, final and binding arbitration, constitutes an election of remedies and a waiver of any and all rights of both parties, the Union and the Employer, to litigate or otherwise contest the last answer rendered through the grievance procedure in any court or other appeal forum.

7. The cost of the impartial arbitrator shall be shared between the Union and employer including the cost of obtaining the list of arbitrators from the FMCS.

Section 4. All time limits set forth in this Article may be extended by mutual consent, in writing, but if not so extended, must be strictly observed. If either party fails to pursue any grievance within the time limits provided, that party shall have no right to continue the grievance.

ARTICLE 14

PERSONNEL FILES

Section 1. It is agreed that all materials concerning investigations, complaints, reprimands, counseling sessions for violations of any rules, regulations or policies that might be considered detrimental to the employee's position, advancement or future with

the Department that are to be placed in the employee's personnel file, that the Employer shall notify said employee of such action and that the employee be given proper opportunity to appeal such action before it becomes a part of his personnel file. Documentation signed by the employee is not subject to the notice requirements.

Section 2. A member shall be allowed to review his personnel file under appropriate supervision at any reasonable time.

Section 3. Personnel files will be reviewed by the Fire Chief with the assistance of the Personnel Director at least once every two (2) years if requested by the employee. Prior to the review, the employee shall be notified when such review is to take place and shall be allowed an opportunity to be present during the review. Depending on the type and/or frequency of occurrences, documentation involving minor disciplinary actions may be removed from personnel files during the review process. Each situation will be evaluated on a case by case basis. The Fire Chief will be the final authority on the decision as to whether or not to remove any such material.

ARTICLE 15

JOINT SAFETY AND HEALTH COMMITTEE

Section 1. The Employer and the Union agree to cooperate to the fullest extent in the promotion of safety and health on the Employer's premises and while carrying out the mission of the Employer. The Employer and the Union agree to establish a joint committee with equal representation, which shall be three (3) persons representing the Union and three (3) persons representing the Employer, with the chairperson alternating on a quarterly basis. The Battalion Chiefs and Training Officer, although represented by the Union, shall be recognized as appointed employer representatives for the purpose of these meetings. The Employer's representatives shall select the first quarterly chairperson and the Union's representatives shall select the second quarterly chairperson for the committee. The committee shall meet quarterly and at other times deemed appropriate by the chairperson of said committee or by a majority request of the committee as a whole. Five members must be present in order to constitute a quorum.

Section 2. The Joint Safety and Health Committee will have the joint authority to conduct on-site inspections of equipment, buildings and other areas related to the occupational environment of the bargaining unit. They shall also have the latitude to make studies of safety equipment and practices and to conduct investigations into health hazards that may be appropriate to protect the Employer's interest as it may relate to Worker's Compensation or other liability inherent to occupational diseases and

injury and to protect the member's right to a safe employment environment. Union members of the committee may be excused from duty for the work of the committee, subject to prior approval of the Fire Chief or his designee.

Section 3. The Union and the Employer agree to make every effort to correct safety hazards or unsafe working conditions identified by the safety committee. It is understood that recommendations of the committee are not subject to the grievance procedure for this Agreement.

Section 4. Within thirty (30) calendar days of the conclusion of the Joint Safety and Health Committee meeting, the Fire Chief shall respond in writing to the Committee, informing the committee of the status or of his decision as it relates to the issues discussed. Both the Fire Chief and Union agree to submit to the other, in writing, at least ten (10) days before a meeting of the Joint Safety and Health Committee, a list of the issues to be discussed.

Section 5. The Joint Safety and Health Committee shall meet during the third week of the first month of each calendar quarter.

ARTICLE 16

SENIORITY

Section 1. Seniority shall mean the status attained by length of continuous service in classification, unless otherwise indicated in specific sections of this Agreement. It shall commence from the date on which the employee becomes a regular employee upon satisfactory completion of one (1) year probationary period, at which time seniority will be computed retroactively, according to the aforementioned provisions.

Section 2. Seniority shall be lost upon the occurrence of any of the following:

A. Discharge, if not reversed;

B. Resignation, if not reinstated to the previous position within 90 days;

C. Unexcused failure to return to work upon the expiration of a formal leave of absence;

D. Retirement;

E. Laid off for a period in excess of 30 months.

Section 3. The Employer shall maintain a seniority list which shall contain the date of employment, name and job position.

ARTICLE 17

BULLETIN BOARDS

Section 1. The Employer agrees to furnish and maintain space for a suitable bulletin board directed for Union use and posting notices and Union correspondence at all stations.

Section 2. It is understood there shall be no material posted of a derogatory or inflammatory nature toward anyone, and for political endorsements or denouncements. It shall be the responsibility of the Union to maintain the material they post, to insure prompt removal of outdated material and further insure the posting of such material is limited only to the bulletin board. The Fire Chief or his designee shall be authorized to remove any material from the bulletin board which does not conform to the intent of this Article. Prior to removal of material by the Fire Chief or his designee, the Union will be notified of the posting of non-conforming material and request made of the Union to remove such material. Only the Fire Chief or his designee may remove material posted by Employer. It shall be the responsibility of the City to maintain the material they post and insure the prompt removal of outdated material.

ARTICLE 18

PERSONNEL REDUCTION

Section 1. The employees with the least seniority in the Bartlesville Fire Department shall be laid off first, subject to a thirty (30) day notice to each employee of the Fire Department for the purpose of providing the opportunity for incumbent employees to exercise their pension options.

Section 2. Laid off employees will be placed on a recall list for thirty (30) months from the effective date of the layoff. Before hiring other applicants, those employees who were laid off will be contacted first in order of the employee with the most seniority through the employee with the least seniority, to determine if they wish to return to the employ of the Bartlesville Fire Department. Contact will be made by mailing a notice to the employee and the Union President at the address on file in the Personnel Office. It is the employee's responsibility to keep Personnel informed of his current address and telephone number. Each employee contacted will be given a forty-five (45) day period to notify the employer of his intentions. The forty-five (45) day time frame begins from the date of the mailing of the notice. If the employee fails to notify the employer within this forty-five (45) day period, he will relinquish all recall rights. If the employee does notify the employer of his intention to return to work, but fails to report to work on the agreed upon starting date, he will relinquish all recall rights.

Section 3. Leave time will not accrue during the period of layoff. However, previously accrued sick leave and seniority will be reinstated, if the laid off employee is recalled within thirty (30) months after the layoff. Vacation accrual rates and longevity rates will be the same as before the layoff.

ARTICLE 19

UNION BUSINESS

Section 1. Union Business. The Union is granted up to 336 hours off per calendar year with pay for the purposes of conducting Union business, with prior approval of the Fire Chief. The specific Union member who shall be allowed to take said time off with pay shall be determined by the Union Executive Board. Time off for Union business is intended for the benefit of I.A.F.F. Local 200 and cannot be used to assist any other I.A.F.F. local.

Section 2. Written request for Union business leave shall be forwarded to the Fire Chief at least five (5) days in advance for his approval.

Section 3. A Union member who is permitted to take off work for Union business may sign the vacation roster if an opening is available, and in such event, the Union member shall not be responsible for providing "stand-in" personnel to be utilized in the event minimum manning requirements fall below the required Fire Department manning schedule. If there is no vacancy on the vacation roster, then the Union member who is granted time off with pay for Union business shall be responsible for "stand-in" personnel to be utilized in the event minimum manning requirements fall below the required Fire Department manning schedule.

Section 4. In the event the Union member is required to provide a "stand-in" under this Article and fails to do so, and an employee is required to be hired back on overtime to meet minimum manning requirements, the Union member shall have the time off deducted from his vacation time at the rate paid to the minimum manning employee hired back by the Employer if vacation time is available, and if not, then the amount the Employer is required to pay to the minimum manning employee shall be deducted from the Union member's pay in the current pay period.

Section 5. Stewards. Members of the bargaining unit shall be represented by one Steward and one alternate on each shift. Alternate Stewards shall serve in the absence of the regular Steward. Stewards may investigate any alleged or actual grievances in their assigned work area and may assist in preparation and presentation of grievances. The Steward may be allowed reasonable time for the purpose of investigation during the normal work hours without loss of pay.

ARTICLE 20

WORKING OUT OF CLASSIFICATION

Section 1. Any member of the bargaining unit assigned to work in a higher classification for a minimum of one (1) hour shall be compensated at the hourly rate of pay shown for the first and lowest step of the higher classification to which the member is assigned. The amount of compensation due shall be calculated from the time the assignment to the higher classification commenced.

Section 2. Firefighters with less than three (3) years' service and Captains and Drivers while still in their probationary period shall not work out of class. Firefighters, Drivers and Captains that have taken and passed their promotion test for the next hire rank shall be given the first opportunity to work out of class. Opportunity to work out of class shall be based on seniority upon those who have passed their respective promotional test. If there are no members on shift that have passed their promotional test for the next higher rank then the filling of that out of class position will be done by seniority.

Section 3. All hours of working out of classification accumulated by an employee on his regular shift, up to a maximum of 1440 hours, shall be applied to the probationary period of the next rank upon an employee being promoted. This shall become effective the first pay period after July 1, 1996 and shall be calculated and recorded by payroll year.

ARTICLE 21

PROMOTIONS

Section 1. The Promotion System Review Committee shall be established during the period from July 1, 2016 to June 30, 2017, and shall consist of three (3) members of the Union and the Fire Chief and/or his designee(s). The committee shall meet at mutually convenient times and locations throughout the year.

Section 2. The purpose of the Promotion System Review Committee shall be to develop promotional and selection processes pertaining to each classification within the Bartlesville Fire Department with the exceptions of the Fire Chief and the Deputy Fire Chief. The committee shall consider eligibility for promotions, methods of fair and reasonable testing, selection criteria, experience and seniority required, the role of personnel evaluation and work history, the methods and weight given oral interviews, and any other factor considered relevant to the promotional system. The goal of this process is to develop a system which gives every qualified applicant an equal opportunity for any promotional step and to insure that the best qualified person is selected.

Section 3. The driving record, while on duty, of each employee who is eligible for the promotional test for a position that requires operation of City vehicles will be reviewed. Applicants will not be considered for the position if an evaluation of their driving record, while on duty, reveals repeated moving violations, chargeable accidents, drug or alcohol related driving offenses, and/or other driving offenses deemed to be related to their ability to safely operate City vehicles.

If the records of the Oklahoma Department of Public Safety reveal that the applicant has committed off-duty driving offenses and accumulated five or more points, under the system operated by the Oklahoma Department of Public Safety, the applicant's driving record will be further reviewed jointly by the Fire Chief, Police Chief and Personnel Director, who will then make the decision whether the applicant will be eligible for promotion. Any such decision shall be subject to the grievance procedures set forth in this Agreement.

Section 4. A promotional test for the rank of equipment operator shall be made available to all firefighters upon completion of their second year of service and before the completion of their third year of service and a minimum of yearly thereafter. Firefighters who successfully complete the test shall be placed on a promotional list by seniority. The most senior person on the list when an equipment operator position becomes available shall be promoted. A promotional test for the rank of captain shall be made available to all equipment operators within six months of promotion and a minimum of yearly thereafter. Equipment operators who successfully complete the test shall be placed on a promotional list by seniority. The most senior person on the list, when a captain position becomes available, shall be promoted. A promotional test for the rank of Battalion Chief shall be made available to all Captains within six (6) months of promotion and a minimum of yearly thereafter. Captains who successfully complete the test shall be placed on the promotional list starting with the high score after seniority points are added. When a Battalion Chief's position becomes available, the six (6) top scores after bonus points for seniority and test scores have been added will be scheduled for an oral interview and scenario test. After totaling the scores, the selection of the Battalion Chief will be chosen from the top 3 scores by the 5 members of the Testing and Selection Board. All such promotions hereunder shall be subject to the provisions of Article 21, Section 5 hereof. Should a firefighter, equipment operator or Captain fail their respective test, a re-test shall be made available in not less than thirty (30) days nor more than forty-five (45) days. In the event all employees on the promotional list are promoted, a new test will be given within ninety (90) days of the vacancy. The employee's salary increase will be effective as of the date of promotion.

Should an employee be unable or unavailable to take the Equipment Operator, Captain, Battalion Chief, Deputy Chief or Training Officer test on the scheduled testing date, due to extenuating circumstances, the employee will be given an alternate time to participate. The promotion system review committee shall meet and determine whether or not the extenuating circumstance is valid.

Section 5. Any vacancy that occurs in the Fire Department shall be filled from the promotional list as soon as possible. Upon promotion, the person promoted will receive a minimum of a 5% promotional increase. The parties shall meet and confer as to whether or not to fill vacancies before promotional exams are scheduled and/or given. However the decision as to whether or not to fill the vacancy is solely that of the City.

Section 6.

A. Anything herein to the contrary notwithstanding, any vacancy in the positions of Deputy Fire Chief or Training Officer, whether one or more, shall be filled in the following manner: Upon the position of Deputy Fire Chief or Training Officer becoming vacant, and upon the determination by the City that said position shall be filled, the Fire Chief shall then post a notice of such vacancy and all members of the Fire Department shall be given twenty (20) calendar days from the date of the posting to sign a roster indicating that they would accept the position of Deputy Fire Chief or Training Officer. The roster shall be kept in the office of the Fire Chief and only the person involved can add his name to the roster or remove his name therefrom. At the end of the twenty (20) calendar day sign-up period, the five (5) most senior members of the Fire Department who have signed the roster will be eligible to participate in the promotion process.

B. The promotional process shall consist of 1, 2, and 3 below, with 1 being administered first, 2 second, and 3 third.

1. The written examination will consist of fire service and management questions. The written exam will be selected by the Fire Chief. The Fire Chief will post a bibliography of the materials that the written test will cover for study purposes. This bibliography will be posted for a minimum of ninety (90) calendar days prior to the posting of the sign-up roster referenced above. To qualify to proceed to the oral review board, a candidate must pass the written exam with a passing grade to be determined by the Fire Chief in advance of testing. Each candidate who passes the written test will be given credit for fifty (50) percent of his attained percentage test score.

2. Applicants who pass the written examination will be scheduled for an oral interview and in the case of the Training Officer an oral presentation. The Fire Chief will develop the questions for the structured interview. The dimensions to be measured through the interview will be limited to, but may not necessarily include: decisiveness, flexibility, leadership, interpersonal skills, judgment,

oral communication skill, impact, stress tolerance, problem analysis, improvement orientation, education/training and experience, and initiative/motivation.

The Oral Interview Board will consist of five members, four of whom will be selected by the Fire Chief. The four members selected by the Fire Chief shall consist of fire service professionals at or above the rank of Battalion Chief, personnel professionals, and/or appropriate community representatives. The fifth board member shall be a fire service professional at or above the rank of Battalion Chief selected by Local 200. Each member of the Interview Board shall independently grade each applicant at the conclusion of the interview. The five scores shall be averaged to arrive at the Interview Board score for each applicant. Each candidate who passes the interview will be given credit for fifty (50) percent of the Interview Board average percentage score.

3. To those scores of members of the Fire Department who have passed both the written test and oral interview, there will be added one (1) point for each year of continuous service with the Bartlesville Fire Department. Seniority shall be computed as of the closing date of the filing period.

C. When the testing process is completed, the Fire Chief will calculate a total score for each candidate. The Fire Chief will inform each candidate of his final score. The Fire Chief will select the Deputy Fire Chief or Training Officer from those three (3) members attaining the highest totals. The Fire Chief may also review the personnel files of the top three candidates to help make his decision.

Section 7.

The promotional process for Battalion Chief shall consist of 1, 2, and 3 below, with 1 being administered first, 2 second and 3 third.

1. The written examination will consist of fire service and management questions. The written exam will be written by the Fire Chief and/or the Training Officer (T.O.). The Fire Chief will post a bibliography of the materials that the written test will cover for study purposes. This bibliography will be posted for a minimum of ninety (90) calendar days prior to testing. To qualify to proceed to the oral interview board, a candidate must pass the written exam with a passing score of no less than seventy five percent (75%).
Accumulative Point System:

Seniority counts for 1 point per year of service. Partial years will be 1/12th of a point for each completed month.

Written Exam-75% to pass. The following points will be awarded when the candidate passes the written test.
75%-79%=1pt
80%-84%=2pt
85%-89%=3pt
90%-94%=4pt
95%-100%=5pt

All Captains that have already taken the written test prior to July 1, 2016 will be grandfathered and awarded 2 points. If the Captain chooses to retest to obtain a higher score, the highest score obtained shall be used (but in no case shall he/she receive less than 2 points).

At any point in the promotional process where ties occur and cutoffs for top scores are made, ties shall be broken using the seniority list. For example: If six (6) candidates can advance, candidate 1, 2 and 3 by score will advance and the next 4 candidates are tied, contractually only 3 can advance. The 3 candidates who are the highest on the seniority list will advance.

2. The six (6) top scores after bonus points for seniority and test scores have been added will be scheduled for an oral interview. This process will take place when a position becomes available. The Fire Chief and/or Training Officer (T.O.) will develop the questions for the structured interview. The dimensions to be measured through the interview will be limited to, but may not necessarily include: decisiveness, leadership, interpersonal skills, judgment, oral communication skill, impact, problem analysis, education/training and experience, and initiative/motivation. The oral interview board shall consist of the Fire Chief or his designee, Deputy Chief, City Manager or his designee, and two (2) Union Designated Members, one of which must be a Battalion Chief. Each member of the Interview Board shall independently grade each applicant at the conclusion of the Interview. The Oral Interview shall have 25 points possible and a scenario of a major incident shall have 25 points possible. One (1) to five (5) points from each board member. The five (5) scores shall be averaged to arrive at the Interview Board's score for each applicant. To pass the oral interview or the incident scenario, the candidate shall obtain a score of at least 75%.

3. When the testing process is completed, the Fire Chief will calculate a total score for each candidate. The Fire Chief will inform each candidate of his

final score. After totaling the scores, the selection of the Battalion Chief will be chosen from the top 3 scores by the 5 members of the Testing and Selection Board.

Any person hereafter promoted to the position of Battalion Chief shall have either at the time of the promotion or within one (1) year thereafter,

certification from Oklahoma State University that they have passed and obtained the following certification or equivalent certification accepted by Oklahoma State University Fire Service Training:

- Fire Cause Determination and Investigation

Fire Service Instructor - Level I

In addition, persons holding the position of Battalion Chief must satisfactorily complete other training provided by or accepted through Oklahoma State University as determined by the Fire Chief.

(Seminars or other courses may include: hazardous material, inspection, building construction, sprinkler systems rescue [high angle, trench, water, extrication, and confined space] and other basic training recognized by Oklahoma State University.)

Such persons shall not be required to attend more than ten (10) days of such additional training described in this paragraph per calendar year.

The Fire Chief shall endeavor to make employees aware as far in advance as possible of scheduled training courses and in the event an employee cannot attend a scheduled course without substantial hardship, the Fire Chief may extend the deadlines above set forth to the date of the next available course. One member of the promotion committee from Local 200 may sit in and observe the written exam and the oral interview process.

Section 8.

The job descriptions for Battalion Chiefs and Training Officers were attached to the Contract for fiscal year 2005-2006. In addition, there was attached to the 2011-2012 Minimum Qualifications for Training Officers. These job descriptions as supplemented by the Training Officers Minimum Qualifications are incorporated herein and shall apply to current and future holders of the Battalion Chief and Training Officer positions.

Section 9. City agrees to provide study books listed as test material thirty (30) days prior to each testing date equal to the number of employees taking the test on a check-out basis. All checked out materials must be checked in prior to the test. Any failure to check in all material previously checked out will make that employee ineligible to take the test.

ARTICLE 22

PROVISIONS

Section 1. Employer shall buy coffee, tea, sugar, salt, pepper, toothpicks, creamer and hot chocolate on a monthly basis. Such purchase of staples shall be within the budget limits as provided in the approved City of Bartlesville Fiscal Year 2016-2017 Budget, which has been determined to be in the amount of Five Thousand Dollars ($5,000) for the year.

ARTICLE 23
LEAVES

Section 1. Members of the bargaining unit shall receive vacation time as follows:

Years of Service	Hours of Vacation Accrued per Year
1 - 4	120
5 - 11	192
12 - 19	264
20 or more years	336

Section 2. Employees shall receive an additional 168 hours per year of vacation in lieu of holidays starting January 1, 2008. These hours shall be picked in twenty-four (24) hour increments and shall be picked on the basis of continuous years of service with the Department.

Section 3. Vacation time is chosen by continuous years of service with the Department on five (5) separate rosters beginning with the 120 hour roster first, then each additional 72 hour roster in turn, ending with the 168 hour roster in lieu of holidays. The first 120 hour roster shall be picked on five consecutive shifts. All other vacation time may be picked on consecutive shifts or separately. Vacations will be scheduled by the calendar year. The Battalion Chief shall enter the date, time and his initials when the member was notified while on duty to pick his vacation. Once a member has been duly notified by the Battalion Chief, no one shall take more than 72 consecutive hours to choose his/her vacation. Failure to pick within the time period shall result in the individual being bypassed until such time as that individual makes his/her selection. Each roster shall be dated and the time noted as it is filled out. No more than four (4) fire fighters may be

scheduled off per 24 hour shift for vacation or holidays except a maximum of five (5) fire fighters may be allowed to take a full shift or partial shift of not less than 4 hours as long as the additional person taking off does not result in a hire back situation and must be applied for between 07:00 and 07:30 of the day involved. If someone has requested a full shift of vacation, it will have first consideration. Partial shift vacations shall not be allowed if the partial shift vacation causes overtime regardless of the number of fire fighters scheduled for vacation. When an employee is placed on administrative leave for purposes of schooling or training and it is anticipated that the person will be on said administrative leave for a period in excess of 10 days, then their name shall not be counted on the vacation and holiday roster for purposing of determining how many additional firefighters may take off on those days.

Members of the Bargaining Unit who are normally scheduled to work a 40 hour work week shall receive vacation and holiday pay at the same rate as civilian city employees receive.

Section 4. Sick leave for Fire Department shift employees shall accumulate at the rate of twelve (12) hours per month, with no limit on accumulation. Employees on a forty (40) hour work week shall accumulate sick leave at the rate of one (1) eight (8) hour day per month. Accrued sick leave can be used for an employee's personal illness, for an employee's medical or dental appointments, or for family leave purposes beyond the annual amount available as described in the next paragraph. Employees must use all available paid leave (sick leave and vacation) before the employee would be eligible for a leave without pay for sick leave purposes. If an employee prefers to take a leave without pay rather than use paid leave time, such request will be reviewed on a case by case basis by the Fire Chief.

Section 5. Fire Department shift employees may be granted up to 72 hours off without loss of pay per year for family leave. Employees on a forty (40) hour work week may be granted up to 32 hours off for family leave per year. When approved by the Fire Chief, family leave may be used for family members residing with the employee when the circumstances require the personal care and attention of the employee or when a serious illness affects family members outside the employee's residence, or for other situations which are deemed appropriate. A request to use family leave must be given to the Battalion Chief or Captain in case of a Battalion Chief's absence. Such leave will be charged against available family leave hours that are established at the beginning of each calendar year for each employee. If extenuating circumstances exist, the Fire Chief may approve family leave in excess of the maximum stated above which will be charged in the following order: An employee's sick leave accumulation, vacation, and leave without pay.

Section 6. The Fire Chief may require a treating health care provider's written statement at any time the Fire Chief has reason to believe that personal sick leave or

family leave is being abused. In such event, the Fire Chief shall put his reasons in writing and shall deliver a copy to the person involved and the Union President. The Fire Chief shall require a written statement from the treating health care provider before approving sick leave with pay of more than forty-eight (48) consecutive hours per occurrence.

Section 7. Full-time or part-time employees who are regularly scheduled to work at least thirty (30) hours per week are eligible for extended sick leave or family leave as stipulated in the following paragraphs. Each leave request will be evaluated on an individual basis. The City of Bartlesville will comply with all provisions contained in the Family and Medical Leave Act requiring an employer to provide up to twelve (12) weeks of unpaid leave for particular circumstances in each twelve (12) month period. In this regard, the twelve (12) month period referenced in the Act to be used by the City of Bartlesville will be a rolling 12 month period. Employees will be required to substitute appropriate paid leave that is available for unpaid leave time, unless an exception is granted as described in Section 4 above. Where a definition of a term is required, the definition in the Family and Medical Leave Act and the related regulations shall be used. Where this Labor Agreement provides greater benefits for employees, these provisions will supersede those contained in the Family and Medical Leave Act.

A. Extended sick leave or family leave may be granted when an employee is unable to work due to a serious health condition, extended illness, off-the-job injury or other temporary disability; for the birth of an employee's child and to care for the newborn; for placement with the employee of a child for adoption or foster care; to care for an immediate family member (spouse, child or parent) with a serious health condition; or for other situations which are deemed appropriate. If such leave is approved, employees must use all available paid leave such as sick leave, family leave (whichever is appropriate for the particular situation), vacation and holidays for extended leave purposes before a leave without pay will be granted, unless an exception is granted as described in Section 4 above.

B. Extended sick leave or family leave shall not constitute a break in service, but paid leave time will not accrue while on leave without pay.

C. A written statement from the treating health care provider or other appropriate source may be required by the Fire Chief in support of the initial request for extended sick leave or family leave and as a condition of an employee's continued leave eligibility. A written statement from the treating health care provider releasing an employee to return to work after extended sick leave will be required.

D. In maternity cases, the expectant mother must provide a written statement from the health care provider indicating the expected delivery date, when her leave is anticipated to begin and her expected return to work date.

It is anticipated that an expectant father will request to take some time off for the birth of his child. This would be an acceptable use of family leave. Requests for time off beyond the annual maximum available per calendar year stated in Section 5 above for family leave purposes that could be charged to the father's available personal sick leave must be accompanied by a written statement from the treating health care provider stating that he is needed to care for his wife and/or child. If such a written statement is not obtained from the treating health care provider, the father may request to use vacation, holiday, or leave without pay in accordance with the applicable provisions in this Labor Agreement or department policies.

A husband and wife who are both employed by the City of Bartlesville will only be permitted to take a maximum of a combined total of twelve (12) weeks of leave for the birth of a child, regardless of whether the time taken off is charged to any available paid leave time or leave without pay.

E. An employee who has requested or who is on extended sick leave due to a serious health condition of his own may be required to be examined by a physician designated by the City of Bartlesville, at the City's expense.

The Fire Chief may require an employee on extended sick leave or family leave to report periodically on the employee's status and intent to return to work.

F. When an extended sick leave or family leave is granted, the duties of the employee's position will be covered by following the out of classification provisions contained in this Labor Agreement. On return from extended sick leave or family leave, an employee is entitled to be returned to the same position held when leave commenced or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

G. Any employee who performs work for another employer while on extended sick leave or family leave shall be subject to dismissal. In most cases, this provision also applies to employees who are self-employed and/or perform work in their homes. Exceptions must be reviewed and approved by the Fire Chief and the City Manager.

Section 8. Fire Department shift employees may be granted up to forty-eight (48) hours off for funeral leave per occurrence. Employees on a forty (40) hour work week may be granted up to twenty-four (24) hours off for funeral leave per occurrence. Such leave shall be allowed for an employee to attend the funeral of, make funeral arrangements for or perform other related activities involving an immediate family member, defined as spouse, children, parents, grandparents, grandchildren, brother and sister (all to include step, half, and foster relationships). Funeral leave may also be used by an employee for situations involving his or her spouse's immediate family members as defined above. Such leave must be approved by the Fire Chief and is not charged against any leave accumulation. Funeral leave can be taken in half hour increments. An employee may request to use vacation leave to attend other funerals.

Section 9. Employees who have used not more than thirty (30) hours of personal sick leave during an anniversary year will be entitled to a $250.00 bonus. Employees who have used not more than sixty (60) hours of personal sick leave during an anniversary year will be entitled to a $125.00 bonus. The bonus amount will be included in the eligible employee's first paycheck following their anniversary date.

Section 10. An employee who leaves the City employ for any reason other than retirement shall not be compensated for any accumulated sick leave. Upon direct retirement from the City of Bartlesville, an employee will receive compensation for 10% of his/her accumulated sick leave hours up to a maximum of 2880 hours (2880 x 10% = 288) at the employee's current rate of pay. Provided, however, before an employee qualifies for the above benefit, said employee must have a minimum of 876 hours of accumulated sick leave at the time of retirement.

Section 11. Shift employees are authorized to carry over to the next calendar year up to 120 hours of unused vacation time. Such carryover vacation shall be picked after the normal vacation rosters are completed. Such carryover vacation may be one of the four (4) employees who are allowed off or may be the fifth employee allowed off as long as such does not result in a hire back situation. Employees on a 40-hour work week may carryover vacation as outlined in the City of Bartlesville Personnel Rules and Regulations Document as of February 1, 2016.

ARTICLE 24

UNIFORMS

Section 1. A uniform allowance of Seven Hundred Seventy-Five Dollars ($775.00) shall be provided by the Employer for the fiscal year 2016-2017 to all uniformed Fire Department personnel, including newly hired uniformed Fire Department personnel, for purchasing and maintenance of shirts, pants, socks, shoes, belts, coat badges, insignia

and jackets. All personal safety equipment such as helmets, protective hoods, bunk-out coats, bunk-out pants, suspenders, leather bunk-out boots, leather gloves, wild land firefighting suits and EMS gloves are provided by the Employer. In this connection, it is agreed that all members of the bargaining unit shall purchase uniforms conforming to the dress code that has been agreed to by both parties.

Section 2. Clothing allowance checks shall be issued no later than twenty-five (25) days after the start of the fiscal year. Provided however, if an agreement is not approved by both parties by July 1, then the checks will be issued within twenty-five (25) days of the approval of the new agreement by all parties.

Section 3. The $775.00 payment set forth in Section 1 accrues at the rate of $64.58 per month. In the event the employment of an employee ceases during the contract term, said employee shall only be entitled to a pro-rata share of said $775.00. If the employee has received the full $775.00 prior to ceasing employment, he must return to Employer the pro-rata share and Employer is authorized to withhold said pro-rata share from said employee's last paycheck. Provided further, said pro-ration of the $775.00 sum shall not be invoked in the event of a retirement due to disability.

ARTICLE 25

INSURANCE

Section 1. Purpose. It is the responsibility of the Union to provide group health and life insurance benefits to all eligible members of the Bartlesville Fire Department. For purposes of Article 25 only, "all eligible members of the Bartlesville Fire Department" is interpreted to include all members of the Fire Department including probationary employees, but excluding the Deputy Chief and Chief. It is further understood that any eligible member of the Fire Department who does not enroll in the Union Insurance plan upon becoming eligible, or any member who drops the Union insurance and wishes to re-enroll at a later date, shall be subject to the requirements of the providers of the Union's insurance plan. It is further understood and agreed that although the Union is required to provide group health and life insurance benefits hereunder, that Union does not represent any probationary employees, the Fire Chief, or his designated representative.

Section 2. Employer Contributions to Insurance Fund. The City agrees to contribute to the Union Insurance Fund on a monthly basis for each employee covered by the Union Insurance Fund. Employees have the ability to elect or decline coverage and to select different coverage\tiers for dental and medical coverage. The City contribution will be based on the actual coverage elected. The following contributions will be effective July 1, 2016 thru December 31, 2016.

	Medical	Dental
Employee Only	$447.93	$23.40
Employee & Spouse	$715.86	$36.79
Employee & Child	$602.73	$43.82
Family	$1,060.02	$69.14

New rates will be established effective January 1, 2017 and the contributions by the City will be adjusted to reflect the new rates. The new rates will be calculated in the same manner as the existing rates and will be set forth in a Memorandum of Understanding. If the Employer cancels its medical insurance program for general City employees during the term of this Agreement, Employer agrees to continue paying to the Union Insurance Fund the same amounts it was paying prior to the cancellation.

Section 3. Liability for Benefits. It is distinctly understood and agreed that the City's only obligation is to pay the cost of the group insurance as described in Section 2 and in all matters with respect to coverage, payments or benefits and the amount thereof, shall be reserved to the Union and the insurance provider as to control and policies.

Section 4. Default of Employer Contributions. The Union shall have the right to submit to binding arbitration by giving the City written notice of its intentions to do so not less than forty-eight (48) hours in advance if the City shall fail to make payment of the contribution due to the Fund for any month on or before the tenth (10th) day of the calendar month for which such contribution shall be payable. Provided, that no such action shall be taken by the Union unless and until the Insurance Committee and/or Executive Board of the Union shall have certification in writing to the City that the City has so failed to pay such contribution.

Section 5. Selection of Insurance Provider. The selection of the insurance provider shall rest solely with the Union. Union agrees that any policy they provide will meet the following requirements: The Union Insurance plan must provide timely information needed for City and governmental reporting requirements; affirm that the plan being provided is offered to all full-time employees and their dependents, and that the

coverage is "affordable" and provides "minimum value" in accordance with the Affordable Care Act ("ACA"). The City and the IAFF commit to make adjustments to the insurance in accordance with the IRS and the ACA insuring that any new regulations and/or guidance from the IRS are followed by both parties.

Section 6. Indemnification. The Union further agrees to indemnify the City against all liabilities in connection with the administration of the group insurance program provided by the Union. Provided, that this section shall not impose any obligation on the Union to indemnify the City against willful misconduct or negligent acts or omissions of the City , its agents or its employees.

Section 7. Employee Authorization. The Union Insurance Committee shall provide to the City, individual group enrollment cards to be supplied by the group insurance carrier. The execution by the eligible individual Fire Department employees shall demonstrate an election by said employees to be covered under the Union's plan.

Section 8. Monthly Statement. The Union Insurance Committee agrees to provide a copy of the monthly billing statement from its insurance provider on a monthly basis.

Section 9. Short Term Disability. City agrees to cooperate with Union in making available short term disability insurance. If Union elects to use the same insurance provider as the City, the appropriate premium amount will be withheld from employee payroll checks and remitted to the insurance provider. If Union chooses a different insurance provider, then the appropriate amounts will be deducted from payroll checks and remitted to Union.

ARTICLE 26

PAYROLL DEDUCTIONS

Section 1. The Employer agrees to deduct regular Union dues from earned wages of those employees who are in the Union. The deduction shall be made once each pay period from each interested employee's paycheck in an amount certified to be current by the Treasurer of the Union. A check for the total deductions will be picked up by the Treasurer or President of the Union and signed for, no later than fifteen (15) calendar days after the deduction is made. Members of the Union desiring payroll deduction of Union dues shall individually sign an authorization card, provided by the Union and approved by the Employer, authorizing the stated monthly dues deduction be made. The payroll deduction shall be revocable by the employee notifying the Employer in writing. The Union shall be notified of any revocation. The amount of dues deduction will not change more than one time during this contract year.

Section 2. The Employer will deduct only Union dues from the employee's paycheck and will not deduct initiation fees, special assessments, fines or any other deductions except for dues. In the event of an increase or decrease in Union dues, Union will give Employer thirty (30) days notice in order to allow Employer to make the proper changes in its accounting records. No deductions will be made when the salary to be paid an employee is not sufficient to cover the amount to be deducted.

Section 3. The Employer will provide the Union Treasurer with a detailed report showing individual employee's name and deduction amount at time of payment.

Section 4. All deductions will be for the month in which they are taken. All deductions refundable at the time of termination or resignation will be refunded by the Union. The Employer shall not be responsible for errors. In the case an error or improper deduction is made by the Employer, a proper adjustment of the same will be made by the Union with the employee affected.

Section 5. The Union shall indemnify, defend and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of payroll deductions of Union dues.

Section 6. The Employer agrees to provide payroll deductions for Union members who wish to enroll with pre-paid legal services. A check for the total deductions will be picked up by the Treasurer or President of the Union and signed for, no later than fifteen (15) calendar days after the deduction is made. Members of the Union desiring payroll deductions for pre-paid legal services shall individually sign an authorization card, provided by the Union and approved by the Employer, authorizing the stated deduction to be made once a month. The payroll deduction shall be revocable by the employee notifying the Employer in writing. The Union shall be notified of any revocation. For employees who sign up for pre-paid legal deductions after July, 1994, the Union agrees to pay a one-time fee of $5.00 for each such additional employee. All sums to be paid hereunder must be paid within thirty (30) days.

Section 7. The Employer agrees to provide payroll deductions for Union members who wish to voluntarily contribute to a separate Union's savings account. A check for the total deductions will be picked up by the Treasurer or President of the Union and signed for, no later than fifteen (15) calendar days after the deduction is made. Members of the Union desiring payroll deductions for the Union's savings account shall individually sign an authorization form, provided by the Union and approved by the Employer, authorizing the stated deductions to be made once a month. The payroll deductions shall be revocable at any time by the employee notifying the Employer in writing. The Union shall be notified of any revocation.

ARTICLE 27

REGULAR AND SPECIAL MEETINGS

Section 1. The Union will be permitted to hold regular and special meetings on the Employer's premises, with the understanding that permission, time and location of such meetings must be approved by the Fire Chief or his designee prior to said meetings.

Section 2. It is understood that the Union and the Employer will cooperate in this Agreement and excessive requests will not be made by the Union and permission to hold meetings shall not be unreasonably denied by the Employer so long as meetings do not impede or interfere with normal operations of the Fire Department.

ARTICLE 28

WAGES AND LONGEVITY PAY

Section 1. Wages. Effective July 1, 2016, employees shall receive the wages as shown on the attached Appendix A.

Section 2. There will be no merit or step increases during the term of this Agreement.

Section 3. Longevity Pay. Effective July 1, 2016, each employee covered by the terms of this Agreement shall receive monthly longevity pay as shown on the attached Appendix B. Longevity pay shall commence upon completion of the employee's fifth year of service with the City.

Section 4. Me Too. In the event the City Manager or City Council affirmatively grant general wage increases to other city employee groups during the term of this Contract, then members represented by the Bargaining Unit shall receive the same wage increase. For purposes of this section, there are four groups of employees of the City of Bartlesville. They are general employees, employees represented by the FOP, employees represented by Local 200 and the Department Directors which shall include the City Manager. To activate this provision, an increase in compensation or benefits must exceed 20% of a group. Increases to less than 20% of a group will not activate this provision. Raises in compensation due to promotion will not activate this provision.

ARTICLE 29

EMPLOYEE PERFORMANCE EVALUATIONS

Section 1. The purpose of employee performance evaluations is to ensure that employees meet and maintain acceptable levels of competence in completing assigned tasks and to determine eligibility for merit increases. A properly prepared evaluation should provide those completing the evaluation form(s) and the employee an opportunity to discuss the employee's performance. Areas of strength as well as areas where improvement may be needed by the employee should be identified and discussed. Information on the evaluation form(s) is considered confidential.

Section 2. Firefighters in step 1 or below as of July 1, 2015, shall be evaluated effective February 1st of each year, unless they are promoted. Additionally, Firefighters hired after July 1, 2015 but before February 1, 2016 shall have an annual evaluation date of February 1 each year until promoted. It is understood that regardless of evaluation date, firefighters shall remain on probation until the satisfactory completion of one (1) year probationary period.

Section 3. Performance evaluation form(s) shall be completed by two levels (e.g. Captain and Battalion Chief prepare evaluations on each Fire Fighter and Equipment Operator; Battalion Chief and Training Officer prepare evaluations on each Captain; Deputy Fire Chief and the Training Officer prepare evaluations on each Battalion Chief). The Fire Chief and Deputy Fire Chief shall prepare evaluations on the Training Officer. The Fire Chief or Deputy Fire Chief may be involved in each performance evaluation.

Section 4. The supervisor will notify an employee of the scheduled date for his performance evaluation. At the scheduled time, the contents of the evaluation form will be reviewed with the employee by the individuals who completed the evaluation form(s). The employee should be given an opportunity to complete the "Employee's Comments" section of the form prior to signing it as an acknowledgment that the completed evaluation has been discussed with him. After the individuals conducting the evaluation and the Fire Chief have signed the form, a copy should be given to the employee.

Section 5. If an employee receives less than a satisfactory review, he/she will be re-evaluated in three months.

If the re-evaluation reflects sufficient improvement in performance, the employee shall be determined to have had a satisfactory evaluation effective as of the revised review date. This revised review date will become the established review date for the following year.

If the re-evaluation does not reflect improvement in the employee's performance, appropriate disciplinary action may be necessary.

Section 6. The standard Bartlesville Fire Department evaluation form(s) will be used for this purpose except summary focus and goals and objectives will be added to Battalion Chief and Training Officer forms. Training on proper preparation for and conducting of performance evaluations will be provided to all Fire Department members who will be involved in the performance evaluation process.

ARTICLE 30

MANAGEMENT - UNION COMMITTEE

Section 1. The Management-Union Committee shall be comprised of the Fire Chief and one (1) management designee, and the Union President and one (1) Union designee. The Committee shall meet no less than quarterly nor more than monthly at a mutually agreeable time, unless an alternate frequency is agreed to by both parties. The Committee shall meet at a time mutually agreeable to both parties, but meetings may be called by either party.

Section 2. The purpose of the Committee shall be to encourage and facilitate communication between the parties and to discuss matters of mutual concern including, but not limited to, pending and potential grievances; proceedings for avoiding future grievances; review and recommendations of rules and regulations or Management Procedures; programs for improved efficiency, effectiveness and productivity; and other issues which would improve the relationship between the parties.

Section 3. Meetings will be held during regular working hours without loss of pay.

ARTICLE 31

JOB ASSIGNMENTS

Section 1. The Employer shall not require members of the bargaining unit to perform any major maintenance or repairs on any equipment, vehicles or structures owned or leased by the City of Bartlesville, Oklahoma, that is not normal to their job classification, with the exception of possible emergencies that would require such work for the safety of the Community.

Section 2. Any employee released for light duty who was injured on the job shall work his normal 24 hour shift. Firefighters will report to the administrative office each morning for duty assignments for duty from 8:00 a.m. to 5:00 p.m. After 5:00 p.m., the

firefighters shall work the balance of the shift at their assigned station or at Central at the direction of the Battalion Chief. In cases where the firefighter works a weekend or holiday shift, the firefighters shall report directly to Central Fire Station and work on assignments as directed by the Battalion Chief or administration unless their restrictions do not allow for stairs and the Battalion Chief shall assign them accordingly.

If an employee is injured off duty and the employee asks to work light duty, the administration has the right to approve or deny the request setting terms and hours. Administration has the ability to require a change to the normal 24 hour shift schedule. In those cases the firefighter will have the ability to take leave time instead of working light duty at their option. Upon authorization by administration and agreement by the firefighter, the employee will report to the administrative office each shift for their job assignments unless directed otherwise. In those cases where a change of schedule is not required, after the employee has completed their duties for the day or after 5:00 p.m., they will report to the Battalion Chief for reassignment as safety office for the remainder of the shift. On weekends, the employee will report to the Battalion Chief.

Section 3. When an employee on light duty hires someone to work for them, the replacement employee does not get to be on light duty.

Section 4. When a firefighter is on restricted/light duty or unable to work at all, the firefighter shall not work at another job without informing the Fire Chief or the Deputy Fire Chief and the other job must be within the restrictions determined by the authorized treating physician.

ARTICLE 32

SUBSTANCE ABUSE POLICY

The Substance Abuse Policy in effect as of July 1, 2016, is incorporated as a part of this agreement.

ARTICLE 33

PREPARATION AND DISTRIBUTION OF CONTRACT

Section 1. The City agrees to prepare and deliver to the Local, four (4) copies of the Labor Agreement upon approval by all parties.

ARTICLE 34

MISCELLANEOUS

Section 1. If a member is hurt while helping in an emergency situation within the City limits of Bartlesville when he is normally off duty, he will be considered on the job as far as on duty injury leave or worker's compensation is concerned.

Section 2. In connection with a newly appointed Deputy Chief or Training Officer, it is agreed that if the new Deputy Chief or Training Officer has less than twenty (20) years of service at the time of appointment, whether in the bargaining unit or not, and the Employer determines that he is unable to satisfactorily perform the job within the one (1) year probationary period, he will be returned to the rank from which his replacement is taken, or his former rank, whichever is lower. Such a demotion is not subject to any grievance procedure. Furthermore, should any member of the bargaining unit choose to return to his former rank at any time after a promotion, the Employer shall allow the employee to return to the rank from which his replacement is taken, or his former rank, whichever is lower.

Section 3. In the event the Chief determines that any member has been involved in or witnessed a traumatic event in connection with his duties, the Chief shall advise such member as to the availability of counseling through the Employee Assistance Program. In the event such member desires not to seek counseling through the Employee Assistance Program, then the member shall sign a statement and deliver the same to the Chief advising the Chief that said member has been advised of the counseling services available but has determined not to take advantage of said services at this time. The signing of such a statement by the member shall not preclude the member from taking advantage of such counseling services at a later time in the event the member so decides.

Section 4. Members of the bargaining unit will be required to participate in an organized meal program while on duty. However, if any employee is on a special diet, he will not be required to participate for the time period he is on the special diet. The amount to be contributed for meals will be determined by the members of each duty station on each shift, however, the amount shall not be less than Fifteen Dollars ($15.00) per shift per member. This section is not subject to the grievance procedure of this Agreement. Further it is agreed that this section of the Agreement will be enforced solely by the bargaining unit.

Section 5. Members of the bargaining unit shall be governed by the same travel policy that governs travel by other non-union City employees. City may make subsequent changes to the travel policy and such changes shall be binding on City and Union.

Section 6. At such time as the City makes a decision to deny injury leave to an employee covered by this Agreement, the City will send a letter to the employee's address on file in the personnel office so notifying said member. A copy of the letter will also be sent to the President of Local 200.

Section 7. Each member represented by Union who is defibrillator certified shall receive additional compensation of $10.00 per month. The first payment of $10.00 shall be on the first paycheck of the next month after the defibrillator units are placed on the vehicles for those who are certified.

Section 8. The employer shall allow members represented by the bargaining unit to use city public facilities at the same rate paid by other city employees. This includes but is not limited to public city-owned and operated swimming pools, golf courses, etcetera.

Section 9. Firefighters shall receive an educational incentive based on degree type. Those degrees which are deemed to be of significant value to the fire service such as Fire Safety, Fire Science, Emergency Management, Fire and Emergency Services, Public Safety Administration, Leadership, IT & Business shall be compensated monthly at the following rates:

Master's Degree (or equivalent from a trade school) $90
Bachelor's Degree (or equivalent from a trade school) $75
Associates Degree (or equivalent from a trade school) $40
60+ hours of college (or equivalent from a trade school) $25 (following the degree plan for an above named degree)

The City Manager can approve payment at the higher rate for degrees which are not listed above but believed to be of significant value to the firefighter profession. Such decisions shall be considered a management right and shall not be subject to grievance procedures.

Those degrees that are not deemed of significant value shall be compensated monthly at the following rates:

Master's Degree (or equivalent from a trade school) $45
Bachelor's Degree (or equivalent from a trade school) $45
Associates Degree (or equivalent from a trade school) $20

Firefighters employed in the fire department effective 06/30/14 shall be deemed grandfathered and shall be paid at the higher rate, regardless of degree type.

Section 10. Any member of the bargaining unit that is a nationally registered basic EMT, intermediate, or a paramedic shall receive $5.00 per month for basic EMT, $10.00 per month for intermediate and $15.00 per month for a paramedic. The above amounts

are not cumulative and an employee shall only receive the payment for the level obtained as specified above.

Section 11. In the event Bartlesville City Hall is closed during a regular working day due to inclement weather or other emergency, and if the employees in the City Hall are not required to report to work, then and in such event members represented by the bargaining unit on duty that day shall have twenty-four (24) hours added to their vacation roster.

Section 12. Any member of the bargaining unit who is duly certified by CLEET shall receive additional compensation of $10.00 per month. Provided however, this payment is limited to a total of the four (4) most senior employees CLEET certified.

ARTICLE 35

REPLACEMENT OF PERSONAL PROPERTY

Section 1. It is the City's intention to repair or replace items of personal property if they become damaged or destroyed while the employee is performing his duties if the damage is not due to the employee's negligence. It is anticipated that a typical request could be replacement of prescription eyeglasses, dentures, etc. that are destroyed while an employee is fighting a fire. Each situation will be evaluated on a case by case basis. It should be noted that watches up to a value of $50.00 will be covered under this Article. It should be further noted that watches to the extent they exceed the value of $50.00, jewelry, wallets, and items inside a wallet, will not be covered under this Article.

ARTICLE 36

OKLAHOMA STATE FIREFIGHTERS ASSOCIATION

Section 1. The City agrees to furnish a city vehicle, Pike Pass and gasoline credit card for the use of the duly elected delegates to the annual convention of the Oklahoma State Firefighters Association. Members of the bargaining unit who are elected as delegates, up to a maximum of four, will receive time off with pay. In addition, the City will pay the registration fee and hotel room expense for two duly elected delegates. If the bargaining unit sends more than two delegates to the annual convention, it will be responsible for the registration fee and hotel room expenses for both of said delegates.

ARTICLE 37

EDUCATIONAL ASSISTANCE

Section 1. City agrees to provide to Union the same educational assistance programs as it provides to other City employees not represented by Union. Union agrees to follow and abide by the procedure for filing budget requests for educational reimbursement forms and the reimbursement request forms.

ARTICLE 38

CATASTROPHIC TIME SHARING

Section 1. In instances where an employee finds themselves in need of additional time off due to their vacation, comp time, sick leave and family sick leave being insufficient to cover a debilitating or life-threatening situation or family emergency, this policy allows employees to share their time off with fellow employees in need.

Section 2. In order to be considered for catastrophic leave sharing, an employee must make a request for the time either in writing, an e-mail, or via a phone call to Human Services (HR). Once the need is brought to the attention of the City, a committee will be formed within three (3) days composed of the HR Director or their designee, the Fire Chief or his designee, and the Local 200 President or his designee.

Section 3. Once approved by the committee, a notice shall be e-mailed to all City employees and a notice placed on all Union and City Bulletin Boards advising employees of the employee in need. A brief summary of the situation, as approved by the employee, and the applicable restrictions will be included in the notices. Each employee will make their own decision to assist or not. Once enough time has been donated, additional donations will be rejected.

Section 4. The requesting employee will be required to use all but 48 hours available time off prior to receiving and using any donated time. No employee may donate all their time and deplete their accrued vacation and sick time leave banks. Employees will retain a minimum of 40 hours vacation and 240 hours sick time in their leave banks. Employees may contribute to several requests but no employee shall be allowed to share more than five (5) days of sick time, the five (5) days of comp time or vacation time in a fiscal year for catastrophic leave.

Section 5. Any employee receiving share time must use the time within the time limit specified by the Committee, for its donated purpose, and it may not be carried over.

Section 6. Unethical use of catastrophic share time (time requested, received and/or used under false pretences) shall be subject to discipline and just cause up to and including termination. The minimum discipline imposed shall be a two (2) work day suspension without pay plus repayment of donated time in the order it was received.

ARTICLE 39

SAVINGS CLAUSE

Section 1. If a provision of this Agreement or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

Section 2. It is understood that the foregoing is a complete understanding of all the terms and conditions of employment to be governed by this Agreement during the contract period and it cannot be altered in any manner, save by the complete written concurrence of the parties subscribing hereto.

Section 3. Any appendices to this Agreement shall become a part of this Agreement as if specifically set forth herein.

Section 4. All time limits set forth in this Labor Agreement may be extended by the written consent of both parties, but if not so extended, shall be strictly observed.

THIS AGREEMENT is executed this ____ day of July, 2016, by the City of Bartlesville and on the 6th day of Sept. 2016, by the Union, but shall become effective as of July 1, 2016.

CITY OF BARTLESVILLE, OKLAHOMA
A Municipal Corporation

BY:_____
MAYOR

BARTLESVILLE FIRE FIGHTERS,
LOCAL 200, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS

By:_____
PRESIDENT

CITY OF BARTLESVILLE FIREFIGHTER PAY SCALE

APPENDIX A

FISCAL YEAR 2016-2017

EFFECTIVE JULY 1, 2016:

	1	2	3	4	5	6
FIRE FIGHTER	11.79	12.35	13.00	13.64	14.33	15.07
EQUIPMENT OPERATOR	15.79	16.58	17.42			
CAPTAIN	18.27	19.19	20.14			
BATTALION CHIEF	21.13	22.19	23.30			
TRAINING OFFICER (40 HR WORK WEEK)	29.38	30.84	32.38	34.01	35.72	37.49

EFFECTIVE JANUARY 1, 2017:

	1	2	3	4	5	6	7
FIRE FIGHTER	12.60	13.23	13.89	14.58	15.31	16.08	16.88
EQUIPMENT OPERATOR	16.88	17.72	18.61	19.54	20.52		
CAPTAIN	20.52	21.55	22.63	23.76			
BATTALION CHIEF	23.76	24.95	26.20	27.51			
TRAINING OFFICER (40 HR WORK WEEK)	31.67	33.26	34.92	36.67	38.50	40.43	

NOTE:

It is understood by both parties that this pay scale will result in leap-frogging, and furthermore, it is understood that personnel of lower ranks may be paid equal to personnel of higher ranks.

APPENDIX B

LONGEVITY SCHEDULE
FISCAL YEAR 2016-2017

Years of Service	Monthly Longevity Pay
5	$ 25.00
6	27.50
7	30.00
8	32.50
9	35.00
10	37.50
11	40.00
12	42.50
13	45.00
14	47.50
15	50.00
16	52.50
17	55.00
18	57.50
19	60.00
20	62.50
21	65.00
22	67.50
23	70.00
24	72.50
25	75.00
26	77.50
27	80.00
28	82.50
29	85.00
30	87.50
31	90.00
32	92.50
33	95.00
34	97.50
35	100.00
36	102.50

APPENDIX C

MINIMUM QUALIFICATIONS REQUIRED:

Education and Experience: Associate's Degree or equivalent from an accredited two-year college or technical school; and at least 10 years of progressively responsible experience; or any combination of education, training and experience which provides the required knowledge, skills, and abilities to perform the essential functions of the job. **Licenses and Certifications:** Valid state driver's license; Certified Fire Fighter I and II; Certified Fire Officer I and II; Certified First Responder; Certified Fire Service Instructor I and II. FF II, OF I and II as well as FSI I desirable, but not required at this time. **Knowledge of:** Principles and practices of modern fire suppression strategies, tactics and procedures. Principles and practices of rescue, emergency medical service, hazardous materials spill, and release mitigation, water rescue, high-angle rescue, confined space rescue, trench rescue and vehicle extrication. Principles and practices of modern management. Operation and maintenance of a variety of fire suppression equipment and apparatus. Department organization, policies, procedures, rules and regulations. Standard business mathematics, including basic algebra. Correct English usage involving spelling, grammar, punctuation and vocabulary. Record keeping, report preparation, filing methods and records management techniques. Principles and practices of fire safety and inspection including codes which pertain to fire prevention and to the construction of and occupancy of buildings as well as methods of eliminating hazardous conditions. Applicable state, federal and local ordinances, laws, rules and regulations. Administration of staff and activities, either directly or through subordinate supervision. Administrative principles and practices, including goal setting and implementation. **Skill in:** Course preparation and delivery of training material utilizing prepared course outlines or preparing such outlines from scratch. Using tact, discretion, initiative and independent judgment within established guidelines. Using a PC and software programs such as Word, Excel, Power Point and Groupwise. Communicating clearly and effectively; preparing clear and concise reports, correspondence and other written materials. Analyzing and resolving administrative situations and problems. Organizing work, setting priorities, meeting critical deadlines, and following up on assignments with a minimum of direction. Assigning and reviewing the work of staff personnel. Applying logical thinking to solve problems or accomplish tasks; to understand, interpret and communicate complicated polices, procedures and protocols.

Mental and Physical Abilities: Ability to analyze situations and to take effective courses of action. Ability to direct effectively the rescue, emergency medical service, fire fighting operations, or other types of hazardous situations, with personnel and equipment under adverse conditions. Ability to read and interpret documents such as safety rules, operation and maintenance instructions, procedure manuals, training manuals and so forth. Ability to speak effectively before groups or employees. Ability to write reports, correspondence, procedure manuals. Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to define problems, collect data, establish facts and draw valid conclusions. Ability to interpret a variety of

technical instructions with abstract and/or concrete variables. While performing the essential functions of this job the employee is frequently required to stand, walk, sit, use hands to finger, handle, or feel; reach with hands and arms, climb or balance, stoop, kneel, crouch, or crawl; lift and/or move up to 25 pounds; and speak and hear. While performing the essential functions of this job the employee is occasionally required to lift and/or move more than 100 pounds. **Working conditions:** While performing the essential functions of this position, the employee is frequently exposed to work near moving mechanical parts, fumes or airborne particles, outdoor weather conditions, risk of radiation, electrical shock, toxic or caustic chemicals, work in high precarious places, confined spaces, and work with explosives. Occasional exposure of work time to communicable and infectious diseases. While performing essential functions of this position, the employee is frequently exposed to working in extremely hazardous, life threatening environments at emergency scenes. The incumbent's working conditions are typically moderately quiet, but may be loud when on an emergency scene. Working time may require irregular hours, shift times and/or on-call status.

APPENDIX F

BATTALION CHIEF

JOB SUMMARY

Under general supervision, performs a supervisory role as Battalion Chief, assuring proper administration and execution of duties, practices and procedures; supervises and oversees the delivery of fire suppression, emergency medical services, rescue, public education and other daily activities of a Shift. In addition, the individual in this position will have overall responsibility within the department to oversee one of three particular areas: Operations, Suppression or Medical. Reports directly to the Assistant Fire Chief and meets and confers with the AFC and/or the Fire Chief to report any problems and to ascertain if there are any special projects or duties for the day. Is responsible for the submission of written monthly reports to the AFC and FC on activities of the shift during the previous month; the preparation and submission of an annual budget for the particular area of responsibly to the AFC; the submission of daily and monthly reports t the other Battalion Chiefs for problems or concerns in their area of responsibility. Carries out direct supervisory responsibility in accordance with policies, procedures and applicable laws including planning, assigning and directing work, appraising performance of subordinates, rewarding and disciplining employees; addressing complaints and resolving problems during the shift. Visits all stations during the shift to check on personnel, equipment and to convey any special duties of the day. If repairs are required, coordinates those repairs with the appropriate departments. Supervises and directs the field operations and activities of the company officers and members assigned to fire stations; transmits orders and assumes command in emergency situations. Responds to fires and rescue situations; may serve in the capacity of Incident Commander on emergency scene. Evaluates fires and hazardous situations and take immediate action necessary for the preservation and protection of life and property . Participates in training activities as a student or instructor. Performs the essential functions of the Fire Fighter and Fire Captain as required. Interprets and transmits management procedure manual and union contract agreement. Completes daily reports, time sheets, and other required reports and forms. Coordinates personnel vacation schedules to ensure adequate personnel coverage. Performs various code enforcement activities as assigned. Picks up supplies from outside vendors and delivers where needed. Is responsible for the daily maintenance of the vehicle and equipment assigned. Performs other related duties as assigned.

MINIMUM QUALIFICATIONS REQUIRED:

Education and Experience: Associate's Degree or equivalent from an accredited two-year college or technical school; and at least 13 years of progressively responsible experience; or any combination of education, training and experience which provides the required knowledge, skills, and abilities to perform the essential functions of the job. **Licenses and Certifications:** Valid state driver's license; Certified Fire Fighter 1 and Certified First Responder (Certified Fire Fighter II, Certified Fire Officer I and II and Certified Fire Service Instructor are desirable but not mandatory at this time). **Knowledge of:** Principles and practices of modern fire suppression strategies, tactics and procedures. Principles and practices of rescue, emergency medical service,

hazardous materials spill, and release mitigation, water rescue, high-angle rescue, confined space rescue, trench rescue and vehicle extrication. Principles and practices of modern management. Operation and maintenance of a variety of fire suppression equipment and apparatus. Department organization, policies, procedures, rules and regulations. Standard business mathematics, including basic algebra. Correct English usage involving spelling, grammar, punctuation and vocabulary. Record keeping, report preparation, filing methods and records management techniques. Principles and practices of fire safety and inspection including codes which pertain to fire prevention and to the construction of and occupancy of buildings as well as methods of eliminating hazardous conditions. Applicable state, federal and local ordinances, laws, rules and regulations. Administration of staff and activities, either directly or through subordinate supervision. Administrative principles and practices, including goal setting and implementation. **Skill in:** Using tact, discretion, initiative and independent judgment within established guidelines. Using a PC and software programs such as Word, Excel, Power Point and GroupWise. Communicating clearly and effectively. Preparing clear and concise reports, correspondence and other written materials. Analyzing and resolving administrative situations and problems. Organizing work, setting priorities, meeting critical deadlines, and following up on assignments with a minimum of direction. Assigning and reviewing the work of staff personnel. Applying logical thinking to solve problems or accomplish tasks; to understand, interpret and communicate complicated policies, procedures and protocols. **Mental and Physical Abilities:** Ability to analyze situations and to take effective courses of action. Ability to direct effectively the rescue, emergency medical service, fire fighting operations, or other types of hazardous situations, with personnel and equipment under adverse conditions. Ability to read and interpret documents such as safety rules, operation and maintenance instructions, procedure manuals, training manuals and so forth. Ability to speak effectively before groups or employees. Ability to write reports, correspondence, procedure manuals. Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to define problems, collect data, establish facts and draw valid conclusions. Ability to interpret a variety of technical instructions with abstract and/or concrete variables. While performing the essential functions of this job the employee is frequently required to stand, walk, sit, use hands to finger, handle or feel; reach with hands and arms, climb or balance, stoop, kneel, crouch, or crawl; lift and/or move up to 25 pounds; and speak and hear. While performing the essential functions of this job the employee is occasionally required to lift and/or move more than 100 pounds. **Working conditions:** While performing the essential functions of this position, the employee is frequently exposed to work near moving mechanical parts, fumes or airborne particles, outdoor weather conditions, risk of radiation, electrical shock, toxic or caustic chemicals, work in high precarious places, confined spaces, and work with explosives. Occasional exposure of work time to communicable and infectious diseases. While performing essential functions of this position, the employee is frequently exposed to working in extremely hazardous, life threatening environments at emergency scenes. The incumbent's working conditions are typically moderately quiet, but may be loud when on an emergency scene. Working time may require irregular hours, shift times and/or on-call status.

TRAINING OFFICER

JOB SUMMARY

Under the supervision of the Fire Chief, designs, develops, coordinates and supervises the Fire Department's training program, and manages the records kept on training performed by all department personnel. This job description should not be interpreted as all inclusive. It is intended to identify the major responsibilities and requirements of this job. The incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this specification.

RESPONSIBILITIES AND DUTIES

Under direction of the Fire Chief, has immediate supervision of and responsibility for the efficient operation of the department's Training Division. Designs and develops training programs to meet the needs of Fire Department. Plans and coordinates an ongoing training program for Fire Department personnel and oversees the maintenance of training records for all departmental personnel including furnishing the subject matter and schedule for the training sessions on an annual basis . Keeps a permanent record of all activities in the Training Division. Conducts and/or supervises a coordinated training program of class room instruction and outside drills throughout the year, designed to meet department goals including but not limited to, at least 20 hours training per month per member. Schedules and/or conducts classroom training related to fire protection, fire prevention practices, emergency response, new response methods, emergency medical skills, rescue, use of equipment, officer development, and other material covered in IFSTA and other approved training manuals and materials. Insures that officers and members are instructed in the most approved and up to date methods of fire fighting, EMS and other emergency response techniques. In cooperation with the Fire Marshal, insures that all officers and members are instructed in the most approved and up to date techniques of inspecting facilities, arson detection, and related city codes. Shall be responsible for supervising the work of department personnel assigned as instructors or assistants. Shall be responsible for the operation of training equipment, fire service library, buildings, training aids and other facilities. Designs, develops and oversees as an integral part of the training program, a comprehensive program for pre-incident plans of all commercial properties in the City. Responsible for coordinating and conducting entry-level testing and assists in promotional examinations when required. Responsible for training of all new fire fighters in order to pass the Fire Fighter I examination, First Responder and other first year employment requirements including drills, classroom instruction and testing. Functions as a Safety Officer on fires or other emergencies and may be called upon to supervise personnel at such incidents. Assumes command functions at emergency incidents when so ordered by the Incident Commander, Fire Chief or Assistant Fire Chief. Coordinates with the Fire Chief and Assistant Fire Chief in the preparation of the Training Division budget, assist in budget implementation, as well as the Department's annual budget process. Assists in the establishment and enforcement of safety policies and procedures. Insures that general policies are reviewed by all members as required through the Department's training program. Responsible for keeping up with advances

in fire fighting, other emergency response skills, fire prevention practices, and the training actions of other departments, local, state and federal agencies in order to improve the training program for the department. Maintains continuous relations with other training organizations, fire service groups and departments as required. Coordinate fire suppression, fire evacuation and C.P.R. training with other City departments and divisions. Oversees the scheduling and monthly inspections of fire extinguishers in City buildings. Annually, or more often as appropriate, shall furnish the Fire Chief with a report on the performance of each company in group training sessions as well as individual training results. Performs administrative duties for the Fire Chief or Assistant Fire Chief including special projects and reports. Submits long term (5 year) and short term (1 year) goals to the Fire Chief by the first of every calendar year. Responsible for such other functions as are assigned by the Fire Chief or Assistant Fire Chief and performs other duties as required. In the event that the administrative duties become more time consuming so that the Training Officer is unable to fulfill his actual training obligations, this job description will be changed to eliminate some administrative duties.

Zimbra **rebanes@cityofbartlesville.org**

Police Contract

From : Sandy Trepka <STrepka@scmjlaw.com> Tue, Aug 23, 2016 11:04 AM

Subject : Police Contract

2 attachments

To : copeland4bville@aol.com, jjkane@kanecattle.com, Jcallahan918@gmail.com, Tom Gorman (tagorman@aol.com) <tagorman@aol.com>, Ted Lockin (ted.d.lockin@gmail.com) <ted.d.lockin@gmail.com>

Cc : Ed Gordon (eegordon@cityofbartlesville.org) <eegordon@cityofbartlesville.org>, mrmcgill@cityofbartlesville.org

Gentlemen:

I am attaching the proposed Police Contract for fiscal year 2016-2017. The Agreement has been signed by the Fraternal Order of Police. Also, I am enclosing a Memorandum that was previously furnished to you from Ed Gordon. As you can see, the pay increase does not become effective until January 1, 2017.

Outside of the pay increase effective January 1, 2017, there were no other significant changes from the previous Agreement. The City Administration recommends approval of this Agreement and will have it on the September 6th agenda.

If you have any questions, let me know.

Jerry M. Maddux

2016-2017 Police Contract.pdf
2 MB

2016-2017 Police Memorandum (Wage Scale Adjustment).pdf
58 KB

city of
bartlesville
CONNECTED / CREATIVE / VIBRANT

Office of the City Manager
City Hall, 401 S. Johnstone
Bartlesville, OK 74003
918.338.4282

MEMORANDUM

TO: Mayor and City Council

FROM: Ed Gordon. City Manager

DATE: July 11, 2016

SUBJECT: 2016-2017 Police Wage Scale Adjustment

Each year Mrs. Shellie McGill does a salary survey to compare City of Bartlesville wages to the wages of our sister cities. Our survey considers minimums and maximums and provides average wages. In looking over our salary survey, it was apparent we were lagging in wages compared to cities our size at all levels. In the Police Officer position, wages were lagging by 14%.

Mr. Mike Bailey did further analysis of the survey data and developed a plan that the City could afford to bring our salaries closer to the average wage for cities our size. The plan will exceed this year's budget and, for that reason, the staff proposes the wage adjustment be implemented on 01/01/17.

I have attached the proposed appendix. It gives the Police Officers an 11.7% increase, the Investigators a 6.4% increase, the Sergeants a 6.4% increase, and the Lieutenants a 6.6% increase.

These increases will get us to within 4% of the average wages for cities our size. We feel it is important for this wage adjustment to be implemented in order that the City of Bartlesville wages be competitive.

This new wage scale will cost $48,266.00 more than the 1.1% COLA and the 5% merit but the adjustment is warranted and is a long term investment in our most valuable resource, our employees.

Please do not hesitate to contact me if you have questions or need additional information.

AN AGREEMENT BETWEEN THE

CITY OF BARTLESVILLE

OKLAHOMA AND

FRATERNAL ORDER OF POLICE

LODGE 117

FISCAL YEAR 2016-2017

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ARTICLE 1

PREAMBLE

This Agreement is entered into by the City of Bartlesville, Oklahoma, hereinafter referred to as "City" or "Employer", and the Fraternal Order of Police, Lodge 117, hereinafter referred to as "Lodge", and has as its purpose the promotion of harmonious relations between the Employer and the Lodge, the establishment of an equitable and peaceful procedure for the resolution of differences, to insure the well-being of said employees and the efficient and economical operation of the departments in which they are employed, and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 2

RECOGNITION

Section 1. The City recognizes the Lodge as the exclusive bargaining agent for those officers defined by law as members of the unit, except:

(A) The Chief of Police
(B) One (1) Administrative Assistant
(C) Civilian Employees
(D) Non Full-time C.L.E.E.T. Certified officers
(E) Probationary employees shall not have access to the grievance procedure, but all terms of the CBA shall apply.

Section 2. The President of the Lodge shall be advised in writing who the Chiefs Designated Administrative Assistant is, within ten (10) days after this agreement takes effect. In the event there is no Designated Administrative Assistant appointed, the Lodge will be so notified.

ARTICLE 3

GENDER CLAUSE

The City and Lodge hereby agree that the words used throughout this Agreement in the masculine gender shall also include the feminine gender.

ARTICLE 4

MUTUAL RESPONSIBILITY TO AVOID DISCRIMINATION

Section 1. Nothing in this Agreement shall be interpreted as diminishing the obligation of both parties to undertake affirmative action to insure that applicants or employees are treated without regard to race, color, religion, sex, marital status, national origin, ancestry, disability, age, status of Lodge membership or political affiliation, except where a bona fide occupational qualification exists. Each party is obligated to take positive action in affording equal employment, training

and promotional opportunities to all members, as required by Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990, as amended, and/or other applicable laws.

Section 2. In the event that any portion of this Agreement unintentionally conflicts with the Employer's capability to be in compliance with said laws, the Equal Employment Opportunity Commission (EEOC) Guidelines will be overriding to that portion of the Agreement.

ARTICLE 5

SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provision, term or obligation herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger or annexation, transfer or assignment of either party hereto, or by change geographically of the place of business or the seat of government of either party hereto.

ARTICLE 6

AUTHORITY AND TERM

Section 1. The City and Lodge have, by these presents, reduced to writing the collective bargaining agreement resulting from negotiations entered into by the City and the Lodge and from arbitration proceedings.

Section 2. This Agreement shall be effective as of the 1st day of July, 2016 and shall remain in full force and effect until the 30th day of June, 2017 in accordance with the provision of the Fire and Police Arbitration Act.

ARTICLE 7

MANAGEMENT RIGHTS

Section 1. Lodge recognizes the prerogative of City to operate and manage its affairs in all respects and in accordance with its responsibilities, and the power or authority which the City has not officially abridged, delegated, granted or modified by this Agreement are retained by the City, and all rights, powers and authority the City had prior to the signing of this Agreement are retained by the City and remain exclusively without limitations, within the rights of the City.

Section 2. Except as may be limited herein, the City retains the rights in accordance with the U.S. Constitution, the Oklahoma Constitution, the laws of the State of Oklahoma, and the ordinances and regulations promulgated thereunder:

A. To determine Police Department policy, including the right to manage the affairs of the Police Department in all respects, except as stated above.

B. To assign working hours, including overtime.

C. To direct the members of the Police Department, including the right tohire, terminate, discipline for just cause, promote or transfer any member of the Police Department.

D. To determine the table of organization of the Police Department, including the right to organize and re-organize the Police Department and the determination of job classifications and ranks based upon duties assigned.

E. To provide for the safety, health and property protection measures for the Police Department.

F. To allocate and assign work to members of the Police Department.

G. To be the sole judge of the qualifications of applicants, to determine the appropriate training of all employees and to determine the number of employees within the department and on each shift.

H. To schedule the operations and to determine the number, type, and duration of hours of assigned duty.

I. To establish and enforce Police Department rules, regulations, policies, procedures and orders, verbal or written.

J. To introduce new, improved or different methods and techniques of operations of the Police Department or to change existing methods and techniques.

K. To determine the amount of supervision necessary.

L. To control the departmental budget.

M. To take whatever actions may be necessary to carry out the mission of the City in situations of emergency.

N. To layoff or relieve employees due to lack of work or funds or for other legitimate reasons; City shall be the sole judge of what is a legitimate reason for said actions. City agrees to discuss with Lodge representatives its reasoning for taking such proposed action but the final decision is that of the City.

O. Toestablish procedures for internal investigations and for citizens' complaints.

P. For employees hired after June 30, 2005, City has the right to require such employees to live where they can reasonably physically report to police headquarters within 45 minutes after notification.

Q. To employ new police officers, a $2,500.00 bonus may be granted to new police officers with prior experience who hold a CLEET certification or a certification recognized by CLEET. In addition, if the new police officers successfully pass their first evaluation then the new officer will receive an additional $2,500.00 bonus. In the event the new officer is disciplined during his first year and is placed on additional probation, or receives discipline greater than a written reprimand, or does not successfully pass his/her first evaluation, then the second $2,500.00 will not be available. Under existing CLEET rules, when the City hires an officer within 12 months of becoming CLEET certified, the City may pay training cost to the prior department. Officers hired within 12 months of becoming CLEET certified will be ineligible for either of the bonuses unless the prior department waives such reimbursement. In that instance the officer will be eligible for the bonus subject to the terms outlined above.

R. To maintain acceptable standards of performance and conduct that relate to the day-to-day activities of the employees.

ARTICLE 8

PREVAILING RIGHTS

All rules, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the operations and administration of the Bartlesville Police Department currently in effect on the effective date of any negotiated Agreement shall be deemed a part of said Agreement unless and except as modified or changed by the specific terms of such Agreement.

ARTICLE 9

PROHIBITION OF STRIKES

Section 1. During the term of this Agreement, the Lodge agrees to a prohibition of any job action, i.e., strike, sympathy strike, secondary boycott, work slowdowns, sitdowns, concerted stoppage of work, concerted refusal to perform overtime or emergency overtime, mass absenteeism, or any other intentional interruption or disruption of the operations of the Police Department and the City of Bartlesville. Lodge shall not aid or assist any person or parties engaging in the prohibitive conduct, by giving direction or guidance to such activities or conduct.

Section 2. Upon notification confirmed in writing by the City to the Lodge that certain officers represented by the Lodge are engaging in a wildcat strike, or other activities described in Section 1 of this article, the Lodge shall immediately, in writing, order such persons to return to work at once and provide the City with a copy of such an order, and a responsible official of the Lodge shall publicly order them to work. In the event that a wildcat strike occurs, the Lodge agrees to take all responsible effective and affirmative action to secure the members' return to work as promptly as possible.

Section 3. The City and the Lodge agree that unfair labor practices as defined in the Firefighters' and Policemen's Arbitration Act shall constitute unfair labor practices for the purpose of this

Agreement. It is understood that statutory unfair labor practices are not subject to the contract arbitration procedure.

Section 4. Any person represented by the Lodge who violates any portion of this Article shall be subject to discipline including dismissal.

ARTICLE 10

SENIORITY

Section 1. Seniority shall be defined as continuous service with the Police Department. An officer shall be considered to be on probationary status for a period of twelve (12) months, and thereafter shall be considered having attained non-probationary status unless such probationary status is extended. Upon attaining non-probationary status, the seniority date shall then commence from the last date of hiring with the Bartlesville Police Department.

Section 2. Seniority between two (2) or more officers who are hired on the same date shall be determined by rank in the Department. When two (2) or more such officers are the same rank, seniority shall be determined by length of service within the rank. When two (2) or more such officers of the same rank have the same length of service in said rank, seniority shall be determined by the final score for obtaining the present position with the Bartlesville Police Department with the higher score determining seniority.

Section 3. An officer shall lose his seniority status for the following reasons

(A) Discharge if not reversed
(B) Resignation from employment
(C) Retirement
(D) An unexcused failure to return to work upon expiration of a leaveof absence
(E) When an officer has been laid off for a period of twelve (12) months.

ARTICLE 11

MANAGEMENT-LODGE MEETINGS

Section 1. The Police Chief and/or his designated representative and the President of the Lodge and/or his designated representative shall meet at the request of either party at any time or place mutually agreed upon. If at any such meeting, either party shall request a progress report on a particular subject or problem, the requested party shall deliver the report at the next Management-Lodge meeting.

Section 2. The purpose of such meeting shall be to encourage and facilitate communication between the parties and to determine recommendations concerning all problems of mutual concern, including but not limited to potential grievance situations.

Section 3. The function of these meetings shall neither supersede, nor limit the provisions of this Agreement relating to the grievance procedure. These meetings shall not be used to circumvent the collective bargaining process or the grievance procedure established herein.

ARTICLE 12

DUES DEDUCTION

Section 1. The City agrees to deduct regular monthly Lodge dues from earned wages of those employees who are in the bargaining unit and who authorize such deductions. The deduction shall be made twice a month from each consenting employee's paycheck in a uniform amount certified to be correct by the Secretary-Treasurer of the local Lodge. A check for the total deductions shall be made available to be picked up by a representative of the Lodge upon the signing of a receipt therefore, no later than fifteen (15) calendar days after the last deduction of each month is made. The Lodge will provide to the payroll clerk a current written list of representatives authorized for this purpose. Deductions may be made from the earned wages of entry level probationary employees who are in the Lodge and the Lodge agrees to advise such entry level probationary employees that such deductions are voluntary and that they are represented by the Lodge in accordance with Article 2 hereof. Fifteen (15) days subsequent to the effective date of this Agreement, all members of the bargaining unit desiring payroll deduction of Lodge dues shall individually sign an authorization card, provided by the Lodge and approved by the City, authorizing the stated monthly dues deduction to be made. The payroll deduction may be revoked by the employee by notifying the City in writing. The Lodge shall be notified of any revocation.

Section 2. The City will deduct only Lodge dues from the employee's paycheck, and will not deduct initiation fees, special assessments, fines or other deductions, except for dues. In the event of any increase or decrease in Lodge dues, the Lodge will give the City thirty (30) days' written notice in order to allow the City to make the proper changes in its accounting records. No deductions will be made when the salary to be paid an employee is not sufficient to cover the amount deducted.

Section 3. The City will provide the Lodge Treasurer with a report showing each individual's name and the deduction amount at the time of payment.

Section 4. All deductions will be for the month in which they are taken. All deductions refundable at the time of termination or resignation will be refunded by the Lodge. The City shall not be responsible for errors. In case an error or improper deduction is made by the City and paid to the Lodge, a proper adjustment of the same shall be made by the Lodge with the employee affected.

Section 5. The Lodge shall indemnify, defend and hold harmless, the City against any claims made, and against any suits instituted against the City on account of payroll deductions of Lodge dues.

ARTICLE 13

REDUCTION IN FORCE

In case City determines in its sole discretion that a reduction in force is necessary or desirable, the following procedures will apply:

A. The numbers of positions to be reduced will be determined by City.

B. Temporary and newly hired probationary employees will be the first to be laid off.

C. In selecting other employees for layoff, employees will be laid off in inverse order of seniority. In determining seniority for the purpose of personnel reduction, only the length of continuous service as a Bartlesville Police Officer, regardless of rank, shall be counted.

D. The City of Bartlesville will have sole discretion for determining the department organization for the personnel remaining after a reduction in force, including determination of job classifications and ranks based upon duties to be assigned. If demotions are required due to a layoff, the members to be demoted will receive a change in pay as follows:

(1) If the member's current salary falls within the salary range for the new position, there will not be a full step reduction in pay, but the new salary must be based on the hourly rate in the new range that is equal to or closest to their current hourly rate.

(2) If the member's current salary is more than the maximum of the new range, the salary will be reduced to the maximum for the new grade. In either case, a new review date of one year from the effective date of the demotion will be established. For such a demotion, the member will not be able to pursue any grievance or other legal action.

E. A minimum of thirty (30) days notice will be given to all employees selected for layoff.

F. Laid off employees will be placed on a recall list for one year from the effective date of the layoff. Temporary or probationary employees who are laid off will not have rights to recall.

G. Should a full time opening occur within the employee's classification, the laid off employee will be notified by mail at the last known mailing address of the employee. Laid off employees will be rehired on the basis of seniority with the employee having the most seniority being the first employee to be offered to be rehired. However, City is not obligated to rehire the laid off employee if the Chief of Police determines after evaluation that said employee is not presently qualified to fill the position for which he would be rehired. It is the employee's responsibility to keep the City personnel office informed as to his current address. Failure to respond to such notice within fourteen (14) calendar days of the mailing of such notice shall result in forfeiture of any re-employment or recall rights. If the employee does notify the City

of his intention to return to work but fails to report to work on the agreed upon starting date, he will relinquish all recall rights.

H. Leave time will not accrue during the period of layoff, however, previously accrued sick leave and seniority will be reinstated if the laid off employee is recalled within one year after layoff. The vacation accrual rate and longevity rate will be the same as before the layoff.

I. Time-in-grade toward the next merit increase (if one is provided for) will be reinstated if the laid off employee is recalled into the same position classification within one year. If the employee is re-employed after one year or re-employed in a different position classification, time-in-grade toward the next merit increase will not be reinstated.

J. Laid off employees who are recalled will be required to complete a new probationary period.

K. During such period of layoff, there shall be no accrual of any contractual benefits except as may be required by applicable federal or state law or except as specifically authorized by this Agreement.

L. If any employee is demoted as a result of a reduction in force and then at a later time the employee's former rank becomes vacant and City makes a determination to fill such vacant rank, then said employee shall automatically be restored to his previous rank without the necessity of going through the promotional process.

ARTICLE 14

BULLETIN BOARD, LODGE MATERIAL AND LODGE BUSINESS AND MEETINGS

Section 1. The City agrees to provide reasonable space on a Police Department bulletin board for the posting of Lodge informational notices. It is understood that there shall be no material posted of a derogatory or inflammatory nature toward anyone, or for political endorsements or denouncements. It shall be the responsibility of the Lodge to maintain the material they post, to insure prompt removal of outdated material, and further insure the posting of such material is limited only to the bulletin board. The Police Chief or his designee shall be authorized to remove any material from the bulletin board which does not conform to the intent of this Article. Prior to removal of material by the Police Chief or his designee, the Lodge will be notified of the posting of non-conforming material and request made of the Lodge to remove such material.

Section 2. This bulletin board shall be displayed in the Police Department Squad Meeting Room and shall be no larger than four feet wide and four feet high.

Section 3. Employer agrees that Lodge material may be placed in mail boxes of Lodge members only and shall be placed by off-duty officers of the Lodge. Lodge material shall not be inflammatory in nature.

Section 4. The Lodge is granted up to sixty (60) hours off per calendar year with pay for the purpose of conducting Lodge business, with prior approval of the Police Chief. Time spent by on-duty personnel for contract negotiations shall not count toward the 60 hours above set forth. The specific Lodge member who shall be allowed to take time off with pay shall be determined by the Lodge President. In addition, an employee elected as an officer of the Lodge or as a delegate to Lodge activity, as it pertains to Lodge business, shall be granted a leave of absence without pay by the Police Chief, provided said Lodge business is determined to be non-conflicting with the overall operational necessities of the Police Department. Written requests for leaves of absence, either with or without pay, shall be forwarded to the Police Chief at least five (5) days in advance for his approval.

Section 5. Lodge will be permitted to hold regular and special meetings on the Employer's premises, with the understanding that permission, time, and location of such meetings must be approved by the Police Chief or his designee prior to said meetings. It is understood that Lodge and Employer will cooperate in this agreement and excessive requests will not be made by the Lodge and permission to hold meetings will not be unreasonably denied by the Employer so long as the meetings do not impede or interfere with normal operations of the Police Department.

ARTICLE 15

WAGES

Section 1. All employees covered by this agreement shall receive the wages shown on the attached Appendix 1 for fiscal year 201-2017 effective July 1, 2016.

In the event the City Manager or City Council affirmatively grant general wage increases to other city employee groups during the term of this Contract, then members represented by the Bargaining Unit shall receive the same wage increase. For purposes of this section, there are three groups of employees of the City of Bartlesville. They are general employees, employees represented by the FOP and employees represented by Local 200. To activate this provision, the wage increase must be to an entire group. A wage increase to a few members of any group will not activate this provision. Raises in compensation due to promotion will not activate this provision.

Section 2. All employees will have an annual performance evaluation conducted by their Division Commander and reviewed/approved by the Police Chief based on each employee's established review date. The employee's Division Commander must have supervised the employee for a period of not less than 60 days. If this is not the case, then the duty of the Division Commander shall fall to the previous Division Commander of said employee.

There will be no merit or step increases during the term of this agreement.

If an employee receives less than a satisfactory review (an overall score of less than 3.0 on a scale of 0 to 5), he/she will be reevaluated in three months. If the reevaluation reflects sufficient improvement in performance, the employee shall be determined to have had a satisfactory evaluation effective as of the revised review date. This revised review date will become the established review date for the following year.

If the reevaluation does not reflect improvement in the employee's performance, appropriate disciplinary action may be necessary.

Section 3. City will continue to give additional compensation to FTO officers in the same manner as it has in the past.

Section 4. Officers will receive $10.00 per month for Intermediate C.L.E.E.T. Certification. Once an officer obtains an Advanced C.L.E.E.T. Certification, he/she will receive an additional $5.00 per month.

Section 5. Officers who are state certified law enforcement instructors will receive $15.00 per month. Advanced state certified law enforcement instructors will receive an additional $5.00 per month. With both basic and advanced instructor certification, an officer will receive $20.00 per month. An officer receiving instructors pay must teach classes when directed by the department or relinquish their instructors pay. If an officer relinquishes instructors pay, he will not be eligible to receive instructors pay for one (1) year from the date of relinquishment.

Section 6. The City agrees to pay to each officer who has completed studies relating to courses at accredited universities or colleges in accordance with the following schedule:

60 hours	$40.00 per month
Associates Degree	$55.00 per month
Bachelors Degree	$110.00 per month
Masters Degree	$125.00 per month

An officer holding multiple degrees shall only receive compensation identified for the highest single degree or highest amount of hours for which he qualifies.

A. Employees hired that already hold one of the listed degrees or required hours will immediately begin to receive the Education Incentive. Those Officers who take advantage of the City's Education Assistance Program will begin receiving the Education Incentive after one (1) year of service after obtaining the degree.

Section 7. In accordance with the past practice of the parties, the work day of all officers covered by this Contract shall consist of eight (8) hours. In addition, officers assigned to Patrol Division shall receive an additional fifteen (15) minutes of pay, per work day, for those days that they attend the shift change briefing prior to the beginning of their assigned shift.

Section 8. Canine officers shall receive differential pay at the rate of 5% of salary. This could result in an officer being paid 5% above the scale in Appendix 1. The differential pay is not a

permanent pay increase and is due as long as an officer is assigned a canine. Canine officers shall be allowed to schedule two (2) full shifts per month for the training of the animal. The training shifts shall be scheduled a minimum of one (1) month in advance in coordination with the shift's supervisor to prevent staffing conflicts or shortages. A "shift" for pay purposes under this section shall be considered eight hours.

ARTICLE 16

LONGEVITY PAY

All employees covered by this Agreement shall receive additional longevity pay based on their employment by the City of Bartlesville according to the schedule attached hereto as Appendix II.

ARTICLE 17

OVERTIME

Section 1. All employees covered by this Agreement at the rank of Police Officer, Investigator, Sergeant and Lieutenant are eligible for overtime compensation via overtime pay or compensatory time. Said personnel will receive overtime compensation for actual hours worked in excess of 82.5 hours in a 14 day working period for patrol and in excess of 80 hours for investigation division. Vacation, holidays and compensatory time will be considered as hours worked. All other paid leave time will not be considered as hours worked for overtime calculations. Each employee will be able to accrue no more than 80 hours of compensatory time. Any time worked over the 80 hour compensatory time maximum will be paid as overtime pay.

Section 2. Officers working overtime must have prior approval to work overtime from the Chief, his designee, or shift supervisor to work overtime. However if due to circumstances prior approval cannot be obtained, the overtime work will be subject to review and possible disallowance if not justified in the discretion of the Chief.

Section 3. All hours worked during a pay period that result in overtime will be paid at the rate of one and one/half. No officer shall be sent home from his regularly scheduled shift to avoid the payment of overtime or compensatory time.

Section 4. Officers having accrued compensatory time off may take it at their discretion as long as it does not conflict with department operations.

Section 5.

A. Investigators who are normally scheduled to be on standby status shall receive two hours of pay at the employee's regular hourly rate on a straight-time basis for each day on standby. A standby Investigator who is called back to the workplace during their off duty time shall receive compensation according to the 80 hour cutoff provision.

If any employee who is scheduled for standby finds that he will not be available for standby on a particular day, it is his responsibility to arrange for a substitute employee who will be available

for that particular period and to so inform his supervisor. In this instance, the employee scheduled will receive the standby pay, assuming it is not necessary to call the substituting employee back to work during the substituting time period. The employee who is scheduled for standby will be responsible for paying back the substituting employee for the time owed in the form of a future substitution when that employee is scheduled for standby.

B. Employees at the rank of Police Officer, Investigator not on call, Sergeant or Lieutenant who are called back to the workplace during their off duty time for an emergency situation shall receive two (2) hours of overtime compensation, whether or not the employee actually works two hours due to the emergency call back, for the first callback during each off-duty period. Any time worked beyond this initial two hours will be compensated according to the 82.5 hour cutoff for patrol officers and 80 hour cutoff for investigators and in house officers. Employees who are called back to the workplace again during the same off-duty period shall only receive compensation for the actual hours worked. The off-duty period to be used to determine when the two hour minimum is paid for the first call back will be from midnight to midnight. All emergency call backs must be authorized by the appropriate supervisor prior to an employee responding.

ARTICLE 18

INSURANCE

Section 1. It is agreed that City will provide to members represented by the Lodge the same rights, benefits and obligations relating to life insurance, health, and accident insurance as the City grants to other City employees not represented by a Lodge.

Section 2. The City will allow access to its medical insurance plan by the surviving eligible dependents of a member who is killed in the line of duty. Such surviving dependents will pay premiums at the retiree rate for up to five years and at the COBRA rate thereafter. Once a surviving spouse elects to discontinue coverage for himself/herself and/or any eligible dependents, he/she will not be able to reinstate coverage. Coverage will cease upon the remarriage of the surviving spouse.

ARTICLE 19

ASSIGNED DAYS OFF

Days off will be bid by rank first and then by seniority for each shift or division during the first week of November for the following year. This does not apply when in conflict with department programs such as FTO. In the event of transfers, the transferred officer will be assigned the vacated days off until January 1 of the following year.

ARTICLE 20

VACATIONS

Section 1. Vacation time is accrued at the following rates:

Years of Service	Hours Accrued Per Pay Period	Hours Accrued PerYear
1-4	3.08	80
5-11	4.62	120
12-19	6.16	160
20 or more	7.70	

Upon completing 5, 12 and 20 years of service, an employee will have an additional 40 hours of vacation added to his accrued vacation and will begin accruing vacation at the higher rates shown above.

Section 2. Starting the second week of November of each year after completion of the Assigned Day Off roster, a Vacation/Holiday calendar will be made available to each shift or division as appropriate to schedule these leaves for the following calendar year. The officers will place part or all of their available leave on the calendar. This will be done by rank, and following rank by seniority. This roster must be completed by January 1 of the following calendar year. A choice once made cannot be subsequently altered without prior approval of the person who is on the roster and the division commander.

The Vacation/Holiday calendar for each shift or division shall be used expressly for the scheduling of vacations and holidays. This calendar shall not be used to schedule training schools. The Chief or his designee may determine a maximum number of officers who may be off per day. This determination will be irrespective of the scheduling of training schools or paid leave time. Except in case of emergencies all time off must be scheduled a minimum of three days in advance. However, if there are openings on the calendar the three day period does not apply.

Section 3. Employees will be eligible to take vacation after completing six months of service. Vacation may be taken in one/half hour increments.

Section 4. An employee is authorized to carry over to the next calendar year up to one year plus 16 hours of unused vacation time.

Section 5. Absence due to sickness, injury or disability or attending the funeral of someone other than an immediate family member as defined in the Funeral Leave Section of this Agreement may be charged against vacation at the request of the employee and upon approval by die Chief of Police.

Section 6. An employee who terminates employment with the City shall be paid for accumulated vacation if he has completed at least six months of service. Such accumulated time shall be paid on the employee's final paycheck.

ARTICLE 21

HOLIDAYS

Section 1. Effective January 1 of each year, employees will receive eleven (11) days holiday leave per calendar year.

Section 2. Employees will receive holiday pay based on their regularly scheduled work hours for that day.

Section 3. Employees who work on their scheduled holiday, other than those who voluntarily hire back on their scheduled holiday and offer to reschedule the holiday, shall be compensated at their regular rate of pay for the regularly scheduled hours of work in addition to one and one/half hours at the regular rate of pay for each hour worked

Section 4. Employees will not be allowed to carry forward holiday hours into the next calendar year except in situations caused by extenuating circumstances as determined by the Police Chief. Requests for exceptions must be submitted in writing to the Chief of Police for approval prior to the beginning of the next calendar year.

Section 5. If an employee with earned, unused holiday leave terminates employment with the City he will be paid for such unused hours. If an employee who has used unearned holiday leave terminates employment, he will repay the City for such hours. Such adjustments shall be made on the employee's final paycheck.

ARTICLE 22

HIRE BACK

Section 1. Hire back is defined as work time deemed necessary because of manpower and/or staffing shortage where an off duty Police Officer may be called into work to supplement

Nothing in this article is construed to limit the management of the Police Department from alternate staffing options. At times, Police Department volunteers might be relied upon to conduct some duties. It is the discretion of Police Department management to utilize its volunteer Police Department staff to also supplement manpower and/or staffing shortages.

Section 2. A list for police officers will be posted by administrative staff quarterly (every 3 months) for officers wishing to volunteer for hire back. The list will be posted on the police department bulletin board for 5 days and a department wide e-mail sent to all officers advertising the posting of the list and the dates for which it will be available for sign up. Any officer may volunteer by signing up, but can only add or delete their name when a new list is produced each quarter. If unforeseen circumstances arise, such as an officer being off duty for extended personal or family illness, or become ineligible for hire back because of injury or illness, then that officer's name may be skipped on the current quarters hire back list at their written request to administrative staff.

Every officer volunteering for hire back will complete the information on the sign up list by listing the following information:

1.) Full Name
2.) Primary Telephone number
3.) Secondary Telephone number (home or cellular) if applicable
4.) Current Shift Assignment & Days Off
5.) Shift(s) available for hire back & Specific times available if any

Section 3. Information gathered from the hire back sign up list each quarter will be analyzed by administrative staff as soon as possible after steps in Section 2 have been taken. The list of names shall be organized according to availability for hire back of signed up officer(s). After the names are organized and placed on a master hire back list, administrative staff will assign two (2) officers for 2 calendar days to "on call" status for the police officer master hire back list. The selection of which days the officers are "on call" will be made by administrative staff based on the officer's availability, as well as their current shift assignment and regularly scheduled days off.

After 2 days of on call status, the officers will be rotated to the bottom, or latest dates available on the hire back list for being on call. The next 2 officers "on call" will then be rotated upward or to the next earliest dates available. This rotation will repeat and continue throughout the quarter and until a new master hire back list is created for the next quarter (3 months).

Section 4. Those officers on call will receive two (2) hours of on call pay per day at their regular rate of pay per hour for the time that they are on call. If an officer receiving on call pay is hired back during their on call status, they shall be paid at time and one/half their current rate of pay for all hours hired back instead of the two hours of on call pay per day. Any officer who hires back while not on call also shall be paid at time and one/half their rate of pay for all hours worked or hired back. Officers or supervisors who are called back to work will receive a minimum of two hours pay.

Section 5. In lieu of using the hire back procedures set forth herein, the police administration and/or patrol shift supervisors are authorized to ask for volunteers to hire back. However, if the official hire back list is to be used, the on call officers for the current two (2) day period shall be called first if a hire back is needed. If additional officers are needed for hire back during that two (2) day period, any officer on the master hire back list may be used at the discretion of a supervisor. Supervisors may be used to fill in on the patrol officer hire back list if all other means to hire back from that list have been exhausted.

It is the responsibility of the on call officers to be available at all times during their on call status, or find a suitable replacement to cover their on call status. When on call, officers shall remain within a (45 min) response window to the police department and shall remain fit for duty at all times.

If the on call officer cannot satisfy the above, it is their sole responsibility to find a suitable replacement and notify the dispatch center of the name and contact information of that suitable replacement officer. The on call officer shall also advise the dispatch center of the length of time their suitable replacement shall be on call before reverting back to the original on call officer.

An on call officer may use a supervisor to be their suitable replacement on call officer if no other officer(s) can be located to fill in for them.

An officer on call who is not excused, fails to find adequate replacement, or who refuses to work hire back by being unfit for duty or failing to answer their telephone when on call shall be considered absent without leave and subject to disciplinary procedures as if not showing up for a regularly assigned shift.

Section 6. Emergency Detention Order transports shall fall under the hire back guidelines of this section if the supervisor of the transporting shift determines that his/her manpower will not be sufficient to meet shift needs and a reserve officer is not available. In the event a transport is needed, as early as possible, an attempt shall be made to fulfill the requirements set forth in the above sections.

Section 7. In the event it is determined by the supervisor in charge that an emergency situation exists that affects or potentially could affect the health, safety or welfare of the citizens of Bartlesville and it is determined that it is not appropriate to spend time calling the various parties on the hire back list, the supervisor may direct the dispatcher to call any officer in the department and inform them that an emergency condition exists. Although any available officer can be called, the most readily available officers to contact should be the officer(s) on call on the hire back list. In such an event, the officer called shall be required to immediately report for duty unless he is impaired and would not be able to function safely. Being undermanned, in itself, is not considered by this section as an emergency situation. The supervisor making the determination of an emergency condition will forward a report to the Chief within 24 hours. The report will contain all information relative to the facts that caused the supervisor to believe that an emergency existed.

Section 8. If an officer or supervisor is off duty and is called and directed to report to some location while off duty, then said officer or supervisor shall be paid for the time spent at the location to which they were directed to report, but in any event should be paid for a minimum of two hours. Provided however, if the reason for requiring the officer to report to said location is to rectify an error or omission made by said officer, then said officer shall only be paid for reporting to said location and any time spent thereat correcting the error or omission previously made by said officer. In such event, the two (2) hour minimum shall not apply.

Section 9. It is the intent of the City to Hire Back Officers within these guidelines. Any errors in following these guidelines should be brought to the attention of the Patrol Captain immediately who will have the authority to make adjustment and modifications to the list as needed to correct any error.

ARTICLE 23

LEAVE

A. Family Leave.

Section 1. Employees will have a maximum of four (4) work days available per calendar year for family leave purposes. When approved by the Chief of Police or designee, family leave can be used for family members residing with the employee when the circumstances require the personal care and attention of the employee, when a serious health condition affects family members outside the employee's residence, or for other situations which are deemed appropriate,

Section 2. Family leave must have prior approval of the Chief of Police or designee and is charged against leave accumulation.

Section 3. If the circumstances warrant it, the Chief of Police may approve family leave in excess of the annual maximum referenced above, which will be charged in the following order: an employee's sick leave accumulation, compensatory time off, vacation, and leave without pay.

Section 4. Family leave may be taken in one/half hour increments. An employee who leaves the City's employ for any reason shall not be compensated for any accumulated family leave.

B. Personal Sick Leave.

Section 1. Sick leave shall accrue at the rate of 3.70 hours per pay period (12 days per year) with no limit on accumulation. Accrued sick leave can be used for an employee's personal illness, for an employee's medical or dental appointments, or for family leave purposes beyond the annual amount available as described in the previous paragraph. Employees must use all available paid leave (sick leave, compensatory time, vacation) before the employee would be eligible for a leave without pay for sick leave purposes.

Section 2. An employee who is unable to report to work due to personal illness must contact his immediate supervisor or dispatcher at least one/half hour prior to the beginning of his shift.

Section 3. Sick leave may be taken in one/half hour increments.

Section 4. The Chief of Police may require an employee to present a written statement by the treating health care provider before approving sick leave with pay in excess of three consecutive work days. If a review of sick leave usage by the Chief of Police leads him to believe an employee is abusing sick leave, he may require such a written statement sooner. The Chief of Police has the authority to conduct an investigation if he has reason to believe that an employee has used sick leave (or family leave) inappropriately. In such a case, the employee will be given an opportunity to be heard. If after an investigation the Chief of Police determines that sick leave (or family leave) has been used inappropriately, the employee shall be required to charge the absence to leave without pay rather than sick leave (or family leave). Progressive disciplinary action may be taken for abuse of sick leave (or family leave).

Section 5. An employee who leaves the City's employ for any reason other than retirement shall not be compensated for any accumulated sick leave. Upon direct retirement from the City of Bartlesville, an employee will receive compensation for 10% of his/her accumulated sick leave hours up to a maximum of 1,920 hours (1920 X 10% = 192) at the employee's current rate of pay. Provided however, before an employee qualifies for the above benefit, said employee must have a minimum of 576 hours of accumulated sick leave at the time of retirement.

Section 6. Sick leave in excess of sixty (60) consecutive days shall not be used in computing time-in-step for merit increases, and the review date shall be changed accordingly. (See Extended Sick Leave/Family Leave Section of this Agreement for more detail.)

Section 7. The employee's estate of an employee who is killed in the line of duty shall be paid 100% of the employee's accumulated unused sick leave at the time of death.

C. Attendance Bonus.

Section 1. Employees, who have used not more than ten (10) hours of sick leave as of their anniversary date, will be entitled to a $250.00 bonus. Employees, who have used not more than twenty (20) hours of sick leave as of their anniversary date, will be entitled to a $125.00 bonus.

D. Extended Sick Leave/Family Leave.

Section 1. Full-time or part-time employees who are regularly scheduled to work at least thirty (30) hours per week are eligible for extended sick leave or family leave as stipulated in the following paragraphs. Each leave request will be evaluated on an individual case basis. The City of Bartlesville will comply with all provisions contained in the Family and Medical Leave Act of 1993 requiring an employer to provide up to twelve (12) weeks of unpaid leave for particular circumstances in each twelve (12) month period. In this regard, the twelve (12) month period referenced in the Act to be used by the City of Bartlesville will be the calendar year, and employees will be required to substitute appropriate paid leave that is available for unpaid leave time. Where a definition of a term is required, the definition in the Family and Medical Leave Act of 1993 and the related regulations shall be used. Where this labor agreement provides

greater benefits for employees, these provisions will supersede those contained in the Family and Medical Leave Act of 1993.

Section 2. Extended sick leave or family leave may be granted when an employee is unable to work due to a serious health condition, extended illness, off-the-job injury or other temporary disability; for the birth of an employee's child and to care for the newborn; for placement with the employee of a child for adoption or foster care; to care for an immediate family member (spouse, child or parent) with a serious health condition; or for other situations which are deemed appropriate. If such leave is approved, employees must use all available paid leave such as sick leave, family leave (whichever is appropriate for the particular situation), compensatory time, and vacation for extended leave purposes before a leave without pay will be granted. (An employee will not receive holiday pay while on leave without pay.)

Section 3. Extended sick leave or family leave shall not constitute a break in service, but benefits will not accrue while on leave without pay. Time off for extended leave (with or without pay) in excess of sixty (60) consecutive days shall not be used to compute time-in-step for merit increases and the review date shall be changed accordingly.

Section 4. A written statement from treating health care provider or other appropriate source may be required by the Chief of Police in support of the initial request for extended sick leave or family leave and as a condition of an employee's continued leave eligibility. A written statement from the treating health care provider releasing an employee to return to work after extended sick leave will be required.

In maternity cases, the expectant mother must provide a written statement from the health care provider indicating the expected delivery date, when her leave is anticipated to begin and her expected return to work date. Subsequent written statements from the treating health care provider may be required by the Chief of Police as a condition of her continued leave eligibility.

It is anticipated that an expectant father will request to take some time off for the birth of his child. This would be an acceptable use of family leave. Requests for time off beyond the maximum of four (4) work days available per calendar year for family leave purposes that could be charged to the father's available personal sick leave must be accompanied by a written statement from the treating health care provider stating that he is needed to care for his wife and/or child. If such a written statement is not obtained from the treating health care provider, the father may request to use compensatory time off, vacation, or leave without pay in accordance with the applicable provisions in this labor agreement.

A husband and wife who are both employed by the City of Bartlesville will only be permitted to take a maximum of a combined total of twelve (12) weeks of leave for the birth of a child, regardless of whether the time taken off is charged to any available paid leave time or leave without pay.

Section 5. An employee who has requested or who is on extended sick leave due to a serious health condition of his/her own may be required to be examined by a physician designated by the Chief of Police, at the City's expense.

The Chief of Police may require an employee on extended sick leave or family leave to report periodically on the employee's status and intent to return to work.

Section 6. Insurance coverage may be continued during a leave of absence with pay provided the employee pays the applicable share of the premium. Insurance coverage shall be continued during a leave of absence without pay that does not exceed twelve (12) months provided the employee pays the applicable share of the premium. After twelve (12) months, insurance coverage shall be continued provided the employee pays the total premium.

Section 7. Any employee who performs work for another employer while on extended sick leave or family leave may be subject to immediate dismissal. In most cases, this provision also applies to employees who are self-employed and/or perform work in their homes. Exceptions must be reviewed and approved by the Chief of Police and the City Manager.

Section 8. When an extended sick leave or family leave is granted, the duties of the employee's position may be assumed by a temporary assignment. If the duties of the position cannot be assumed by a temporary assignment, a replacement employee may be hired to fill the position. Before an employee requests this type of leave, he should be informed of this possibility. On return from extended sick leave or family leave, an employee is entitled to be returned to the same position held when leave commenced, if it is still available, or to an equivalent position, if the original position is not still available.

A. Funeral Leave.

Section 1. Employees may be granted up to three (3) work days of funeral leave per occurrence. Such leave will be allowed for an employee to attend the funeral of, make funeral arrangements for or perform other related activities involving an immediate family member, defined as spouse, children (including step-children), parents (including step-parents), grandparent, grandchild, brother or sister. Funeral leave may also be used by an employee for situations involving his spouse's immediate family members as defined above.

Section 2. Such leave must be approved by the Chief of Police and is not charged against any leave accumulation. The determination of the number of hours/days up to a maximum of three (3) work days will be determined on a case-by-case basis, depending on the particular circumstances of the case and the relative involved.

Section 3. An employee may request to use vacation to attend other funerals in accordance with the Vacation Section of this Agreement.

ARTICLE 24

TRADING WORK DAYS

Police officers shall be permitted to voluntarily trade work or leave days with other police officers. Supervisors shall be permitted to voluntarily trade work or leave days with other

supervisors. Provided however that employees scheduled to work must inform their respective immediate supervisors in writing signed by both officers at least 24 hours in advance of any voluntary trade of work days or leave days. The fill-in officer shall be responsible for shift attendance. Absences shall be charged to the fill-in officer.

ARTICLE 25

SUBSTANCE ABUSE POLICY

Incorporated herein as a part of this Agreement by reference is the City of Bartlesville Substance Abuse Policy revised June 2005 and as updated which policy will be conformity with Oklahoma and federal laws.

ARTICLE 26

PROMOTIONS

Section 1. All Police Department promotional vacancies for investigator, sergeant and lieutenant shall be filled by promotion from within the ranks of the Bartlesville Police Department. The rank of captain will be exempt from the promotional process and will be appointed by the Chief of Police. The City has sole discretion in determining which positions are to be refilled. After going through the promotional process, the participating officers shall be ranked according to final score, and this ranking shall be valid until February of each year.

Section 2. Pre-promotional notification shall be as follows:

A. A list of eligible candidates will be posted on the Department bulletin board at least fifteen (15) calendar days prior to the beginning of any testing. Tests shall be given January of each year, regardless of whether or not there is an immediate opening for promotion. A copy of this list will be forwarded to the Lodge at the same time for posting on the Lodge bulletin board, if desired. A copy of this list will be placed in each candidate's mailbox.

B. All candidates who will be eligible for promotion during the calendar year and desire to participate in the promotional process shall notify the Chief of Police in writing within five (5) days of beginning the promotional process. A person shall be deemed eligible for promotion after having served a minimum of three (3) consecutive years with the Bartlesville Police Department and three (3) consecutive years in the rank immediately below the rank being sought. Provided however, a Police Officer is eligible to test for promotion to the rank of Investigator and/or Sergeant. Officers that are Investigators will be excluded from the three (3) year requirement and be allowed to test within the three (3) year period. Provided further, the Lieutenant and Sergeant assigned to the Criminal Investigations Division will be appointed by the Chief of Police. No employee on probation at the time of accepting applications will be deemed eligible for promotion until such time as the probationary period ends.

Section 3. The promotional process shall consist of A, B and C below, with an A being administered first, B second, and C third:

A. A written examination of law enforcement related questions. The written exam will be selected by the Chief of Police. The score on the written exam will constitute 40% of the applicant's promotional score. In order to qualify for placement on the list of applicants eligible for promotion, the applicant must attain a minimum score of 70%. The test score will be provided to the applicant immediately after testing.

B. An Oral Review Board consisting of present or retired members of the Bartlesville Police Department, with the Board members being equal to or above the rank being sought. The Board shall consist of five (5) members, appointed by the Chief of Police. The score by the Review Board shall constitute 50% of the applicant's promotional score. Each member of the Review Board shall grade each applicant. In connection with each applicant, the high score and the low score of the Review Board shall be dropped; then the three remaining scores shall be averaged to arrive at the Review Board score for each applicant. A minimum score of 70% must be attained to move to the next test stage. The applicant will be notified of the score achieved before dismissal from the Review Board.

C. Seniority for the purpose of promotions will consist of years of service that are continuous and uninterrupted at the present rank. One/half point will be given for each year of uninterrupted service up to a maximum of ten points. Seniority shall be computed as of the closing date of the filing period.

Section 4. When the testing process is completed, the Chief of Police, or his designee, will determine a score and discuss the score with the candidate upon request.

Section 5. Each time the City decides to make a promotion, the files of the top three (3) eligible applicants will be forwarded to the Chief of Police for review. In the event that one of the applicants from the top three has been promoted at an earlier date, then the fourth place applicant shall be moved up into the top three for consideration. During the year, if any further promotions take place, the next eligible applicant shall be moved up into the top three to replace the name of the prior promoted individual. In the event there are no eligible applicants, the Police Chief can schedule a retest. All phases of the testing will be used in determining the promotion. (Written exam, oral exam, and seniority.) The Chief of Police may also review the applicant's personnel file in helping to make his decision. It will then be the Chiefs decision on who to promote from one of the final three (3) applicants. In the event that an applicant refuses promotion, that applicant will be rotated to the bottom of the eligibility list. The applicant next in line will move into the top three applicants.

Section 6. City agrees to maintain one complete set of recommended study materials for each promotional test at the Police Station for use by any person in studying for the promotional examinations. Such materials shall not be removed from the Police Station. No materials or equipment of any kind may be brought to the test.

Section 7. Assuming the City decides to fill a vacancy when it occurs, the promotion will be made as soon as possible from the list of eligible applicants that is in effect at the time the

vacancy occurs. (Upon promotion, the person promoted will receive a minimum of a 5% promotional increase.) If the City decides not to fill the vacancy due to budgetary constraints, departmental reorganization or other circumstances, the Police Chief shall issue a memorandum notifying Lodge members that the vacancy will not be filled. Even if such a vacancy is to be filled at a later date, the promotional list in effect at the time the vacancy occurs will be used.

ARTICLE 27

PERSONNEL FILES

Section 1. It is agreed that all materials concerning investigations, complaints, reprimands, counseling sessions for violations of any rules, regulations or policies that might be considered detrimental to the employee's position, advancement or future with the Department that are to be placed in the employee's personnel file, that the Employer shall notify said employee of such action and that the employee be given proper opportunity to appeal such action before it becomes a part of his personnel file. An officer shall have 30 days within which to file a written response to any adverse comment entered in his personnel file. Such written response shall be attached to, and shall accompany, the adverse comment.

Section 2. A member shall be allowed to review his personnel file under appropriate supervision at any reasonable time.

Section 3. Documentation signed by an employee is not subject to the notice requirements above set forth.

ARTICLE 28

UNIFORMS AND EQUIPMENT

Section 1. The City shall supply to each officer in the Patrol Division, the following:

1. Four (4) pair uniform trousers.
2. Four (4) long-sleeved shirts.
3. Four (4) short-sleeved shirts.
4. One (1) winter coat.
5. One (1) rain coat.
6. One (1) pair handcuffs and key.
7. One (1) shotgun per police vehicle.
8. One (1) bulletproof vest if requested by the officer with extra carrier.
9. Badges and all other accouterments as required.
10. One (1) rechargeable flashlight with charger.
11. On-duty ammunition, changed annually.
12. One (1) canister of 10% oleoresin capsicum (OC) spray (for officers who are properly trained and certified in the use of oleoresin capsicum). Such canisters shall only be supplied for those officers who choose to carry the same.

13. One (1) Department issued handgun, holster, magazine pouch, and three magazines. (Any officer choosing to purchase and carry his own handgun may do so upon written approval of said handgun by the Chief of Police.)

The style and material of uniforms shall be determined by the City. Police officers when promoted or assigned as Investigators may retain one uniform.

When an item is in need of replacement, the officer shall submit a written report of request to the Training Officer. This request shall be forwarded to the Chief of Police or Division Commander, and replaced by their authorization.

Headgear shall be worn on special occasions as determined by the Chief of Police, or his designee. Officers who are issued bulletproof vests will wear them or will have them readily available while on duty.

The Employer shall be responsible for the cleaning of the uniforms which includes uniform pants, uniform shirts, uniform coats or jackets, uniform ties, as well as all SOT clothing as hereinafter set forth. Employer shall also continue to pay for the cleaning of work clothing for all non-uniform police personnel. The Employer's obligation to pay for cleaning shall be limited to 33 articles per month for each employee during the months of May through October and 27 items per month for the months of November through April.

Upon termination, an employee is responsible for returning all city property in his possession, including keys, uniforms, tools, gas cards, I.D. cards, etc. City property must be returned before the last paycheck is released to the employee.

Section 2. City agrees to furnish to each member of the Criminal Investigations Division one department issued weapon approved by the Chief of Police, holster and three magazines.

Section 3. City agrees to provide a general orders manual in a digital form.

Section 4. City agrees to pay $700.00 for the purchase and maintenance of equipment within the fiscal year covered by this Agreement. This is intended to partially cover the expenses relating to the purchase and maintenance of gun belt, handcuff case, silent key strap, double ring flashlight holder, belt keeper, defense spray holder, asp holder and other police related items. Such payment is to be made not later than two months after the signing of this Contract. The $700.00 payment accrues at the rate of $58.33 per month. In the event the employment of an employee ceases or commences during the contract term, said employee shall only be entitled to a pro-rata share of said $700.00. If the employee has received the full $700.00 prior to ceasing employment, he must return to the City the pro-rata share and City is authorized to withhold said pro-rata share from said employee's last paycheck. City will be responsible for the maintenance of the firearm and holster.

The following relates to the payment for the purchase and maintenance of equipment and only applies to those employees who retire from the City or State pension fund after 20 years:

1. If the employee receives the $700.00 check prior to the City having notice of their retirement, then no proration to repay allowance is required.
2. If the City has notice of the retirement prior to the employee receiving the $700.00 allowance, then proration is required.

City agrees to pay $400.00 to reimburse commissioned officers for cell phone use within the fiscal year covered by this agreement. Such payment is to be made not later than two months after the signing of this Contract. The $400.00 payment is accrued at the rate of $33.33 per month. In the event the employment of an employee ceases or commences during the contract term, said employee shall only be entitled to a pro-rata share of said $400.00. If an employee has received the $400.00 prior to ceasing employment, he must return to the City the pro-rata share and the City is authorized to withhold said pro-rata share from said employee's last paycheck. Provided however, in the event equipment furnished by City makes the use of personal cell phones less necessary, it is intended that this benefit will terminate at the end of the contract year.

Section 5. Police officers will be eligible to receive their issued duty sidearm as personal property upon one of the following conditions existing:

1. Normal/regular retirement with 20 (twenty) years or more service, including at least 10 (ten) years of service at the Bartlesville Police Department.

2. Medical disability retirement with 15 (fifteen) years or more service, including at least 5 (five) years of service at the Bartlesville Police Department.

3. Death in the line of duty (spouse/children will be provided the specified equipment).

In the event the weapon is no longer available due to conditions including, but not limited to, the specific weapon being re-issued to another officer or weapon no longer retained by the department, police officers will receive a weapon consistent with the department's currently issued sidearm.

ARTICLE 29

CITY FACILITIES

The Employer shall continue to allow Lodge members the ability to use City public facilities at the same rate paid by other City employees. This includes but is not limited to public City-owned and operated swimming pools, golf courses, etc.

ARTICLE 30

EDUCATIONAL ASSISTANCE

City agrees to provide to the Lodge the same educational assistance programs as it provides to other City employees not represented by the Lodge.

ARTICLE 31

COURT APPEARANCE TIME

Section 1. A member who is called to testify in Municipal, State or Federal Court in an official capacity during regularly scheduled work hours will not receive additional compensation beyond his normal rate of pay for hours worked. If a member is called to testify one (1) hour before or one (1) hour after their regularly scheduled shift, it shall be considered a continuation of service and die two (2) hour minimum, listed in Section 2 of this article, shall not apply.

Section 2. A member who is called to appear and does appear (regardless of whether or not he testifies) in Federal, State or Municipal Court in an official capacity during his off-duty hours will receive a minimum of two (2) hours compensation. All hours spent in court beyond the two (2) hour minimum will be compensated as hours worked. The above payments and minimums shall also apply for time spent as a witness for any probable cause hearings, mental health hearings, preliminary hearings, criminal trials, grand jury testimony to which the officer is subpoenaed, pre-trial conferences requested by the prosecutor, Department of Public Safety implied consent hearings, ABLE Commission hearings, Federal Court hearings and trials, and any civil hearing or trial which arises from the scope of the officer's duties and employment.

Section 3. As an exception to Section 2 above, a member who is required to be on "standby" for a case shall receive one (1) hour of compensation for each day he is on "standby" status. If the member is actually called in to appear in Court while on "standby" status, the one hour of standby pay will be eliminated and the provisions in the above sections will be applied for that particular day.

Section 4. If any type of witness fee or other compensation is paid directly to a member for testifying in Court as described above, said member shall not be eligible for the compensation format(s) described in this Article, unless said member relinquishes this direct payment to the City of Bartlesville.

Section 5. If a member is involved in a personal Civil Court case not related to employment, he shall be granted time off, but the time taken off must be charged to vacation, compensatory time, or leave without pay.

ARTICLE 32

CITIZEN COMPLAINTS AND OFFICERS' RIGHTS

Section 1. It is recognized that due to the nature of an officer's duties, complaints may be made by citizens concerning an officer's actions or non-action. The rights of the citizens to complain about abuses of police power must be protected in the same manner as individual police officers must be protected against false allegations of abuse, misconduct, et cetera. The procedures, rights, and privileges set forth in this Article are established to insure both parties are guaranteed equal rights.

Section 2. No officer shall be disciplined or threatened with discipline for the reason of exercising or demanding the rights set forth in this Agreement.

Section 3. The Lodge agrees that all non-criminal complaints against an officer will be handled within the department by the Police Chief or his designees. The City agrees the policy will embody the following guidelines for the officers:

A. An accused officer shall preferably be questioned when he is on duty. If questioned while off duty, the officer shall be compensated for time spent, with a minimum of one hour. If the officer requests to be questioned after duty hours, and this is agreed to by the Chief of Police, then no compensation will be paid.

B. An accused officer shall not be coerced, intimidated, or threatened with disciplinary action during questioning.

C. An accused officer shall cooperate fully with an investigation and provide the Chief of Police, or his designees, upon request, a recorded and/or written statement as determined by the Chief of Police.

D. An accused officer who is the subject of a complaint shall be prohibited from contacting the complainant, or any person who has direct knowledge of the matter, in an attempt to discourage the complainant from following through with a complaint, or to affect the outcome of an investigation.

E. No disciplinary action shall be imposed based upon a citizen's complaint unless the complainant shall submit a notarized statement of complaint to the Chief of Police, or his designee, unless independently corroborated.

Section 4. Should an officer become the subject of an internal affairs investigation, any interrogation shall be conducted as follows:

A. Preliminary discussions with supervisory personnel within the Police Department, in relation to a complaint received, shall not be considered as interrogation as used herein. After one hour of preliminary discussion, then said preliminary discussion shall thenceforth be considered as interrogation as used herein.

Provided however, if after one hour the accused person signs a statement agreeing that preliminary discussions may continue beyond the period of one hour, then said preliminary discussions may continue as preliminary discussions and shall not be considered as interrogation.

B. The police officer under investigation shall be informed of the rank, name, and division of the officer in charge of the investigation, the interrogating officer, and all persons present during interrogation. All questions directed to the officer under investigation shall be asked by and through one interrogator at a time.

C. The officer under investigation shall be informed of the nature of the investigation prior to any interrogation.

D. Interrogating sessions shall be for a reasonable period and shall be timed to allow for such personal necessities and rest periods as are reasonable.

E. The officer under interrogation shall not be subjected to offensive language or threatened with transfer, dismissal, or disciplinary action. No reward shall be made as an inducement to obtain testimony or evidence.

F. The officer under interrogation shall be completely informed of all his rights pursuant to this procedure prior to the commencement of the interrogation and of his responsibility to answer all questions, and this notification shall be included on the tape recording or written record of the session.

G. Officers under investigation may record the proceedings with his/her own equipment or record at his own expense. If any party is recording the proceedings all participants must be notified in advance.

H. An accused officer who is the subject of an internal affairs investigation shall be prohibited from contacting the complainant, or any person who has direct knowledge of the matter, in an attempt to discourage the complainant from following through with a complaint or to affect the outcome of an investigation.

I. In order to protect the integrity of an internal affairs investigation while said investigation is being conducted, any person or officer interviewed in connection with an internal affairs investigation shall not disclose to others any of the contents of the interview or even the fact that the interview took place until such time as the investigation is completed.

J. In connection with an internal affairs investigation, an accused officer shall cooperate fully with an investigation and provide the Chief of Police or his designees, upon request, a recorded and/or written statement as determined by the Chief of Police.

K. The Chief of Police has the authority to use or direct others to use guidelines, policies or procedures contained in the Bartlesville Police Department Policy and Procedure Manual, or other related policies or laws, in connection with an internal affairs investigation.

Section 5. If an officer is arrested, likely to be arrested, or is a suspect of any criminal investigation, they shall be accorded the same constitutional rights as are accorded to any citizen.

ARTICLE 33

PERSONAL PROPERTY

Section 1. The employer will repair or replace the employee's personal property which is damaged or destroyed while on duty performing their assigned duties unless the employee was negligent or responsible for said damage. When repair or replacement is requested, the request shall be accompanied by a report from the requesting officer explaining the incident in detail, including all witnesses. If possible, the employee shall present the damaged article for inspection. If the article is replaced, the damaged item will become the property of the City.

Section 2. The Chief of Police will appoint a review board to investigate the request and submit their findings and recommendations for the Chiefs decision. The board will consist of one member of the senior staff who will act as chairman, one officer, one detective, one sergeant and one person selected by the Lodge.

Section 3. Repair, replacement or reimbursement will be at the sole discretion of the Chief of Police.

ARTICLE 34

GRIEVANCE PROCEDURES

Section 1. The Lodge or any employee covered under this Agreement may file a written grievance within fifteen (15) calendar days of the alleged occurrence, as hereinafter defined, and shall be afforded the full protection of this Agreement.

Section 2. The Lodge President or his authorized representative may report an impending grievance to the Police Chief in an effort to forestall its occurrence.

Section 3. Any controversy between the employer and the Lodge or any employee concerning the interpretation, enforcement of or application of any provision of this Agreement, shall be adjusted in the following manner:

The employee can pick either the grievance procedure contained in this Article, or can elect to follow the grievance procedure outlined in Article X of the City of Bartlesville Rules and Regulations. The employee shall write up the grievance and include their choice of grievance procedure. The employee shall submit the grievance to either Lodge 117 if they wish to follow

the CBA Article 34 grievance procedure or to the Chief of Police, or his designee, if they wish to follow the City Rules and Regulations Article X grievance procedure.

Once the employee presents the grievance to the Lodge Grievance Committee or to the Chief of Police for consideration, no other grievance procedure is allowed. The City of Bartlesville Rules and Regulations requires a grievance to be filed within 3 workdays after the grievance occurs. That requirement is modified to 15 calendar days for those employees who elect to follow the City of Bartlesville grievance procedure. All other timing shall be followed.

The choice outlined above does not grant an employee the right to use the Article 34 grievance procedure if the employee does not have that right.

A. If employee chooses the Article 34 grievance procedure and presents the Lodge a grievance, The Lodge Grievance Committee shall determine in its sole discretion and judgment whether or not a grievance exists within the terms and conditions of this Agreement.

(1) If the Lodge Grievance Committee determines not to proceed further, no further proceedings shall be necessary.

(2) If the Lodge Grievance Committee determines further proceedings are warranted, the procedure of Section B shall apply.

B. If the Lodge Grievance Committee decides to proceed further, the Committee shall submit in writing this grievance to the Chief of Police for adjustment. In such event, it must be submitted to the Chief of Police for adjustment within fifteen (15) calendar days from the alleged occurrence.

C. The Police Chief or his designee shall submit his answer in writing to the employee(s) involved and to the Lodge Grievance Committee within ten (10) calendar days of receipt. If the grievance is not settled or dropped, the Lodge Grievance Committee shall submit the grievance to the City Manager in writing within five (5) calendar days of receipt of the Police Chiefs answer. The City Manager shall respond to the employee and Lodge Grievance Committee within ten (10) calendar days of receipt of the grievance.

D. The above sequence applies to an individual grievant. However, if the Bargaining Agent wishes to file a grievance on behalf of the Lodge, he shall go directly to Section B.

E. If the grievance has not been settled within the above time, it may be submitted for arbitration by either the Lodge or City within sixty (60) calendar days of the City Manager's answer. It is further agreed that an individual employee may not institute arbitration proceedings. If neither party requests that the matter be submitted to arbitration within said sixty (60) day period, the grievance shall be considered dismissed. If arbitration is requested by either party then the arbitration hearing must be held within one hundred twenty (120) days from the request by either party for arbitration. If the hearing is not held within said one hundred twenty (120) day period, then the grievance shall be considered moot. In the event the grievance is to be held, the procedure shall be as follows:

a. Prior to the initiation of arbitration, either party or the parties jointly may notify the Federal Mediation and Conciliation Service to administer grievance mediation in a good faith effort to resolve the grievance. If the grievance remains unresolved, it may be submitted to a grievance arbitrator for resolution by either party or jointly as the case may be.

b. The party requesting arbitration shall request the Federal Mediation and Conciliation Service to submit a panel of seven arbitrators. The parties shall alternately strike names until one remains. The Lodge shall strike first.

c. The arbitration hearing shall be informal and the rules of evidence prevailing in judicial proceedings shall not be binding. Any and all documentary evidence and other data deemed relevant by the arbitrator may be considered. The arbitrator shall have the power to administer oaths and require by subpoena the attendance and testimony of witnesses, the production of books, and other evidence relative or pertinent to the issues presented to him for determination.

d. With respect to the interpretation or application of the provisions of this Agreement, the decision of the arbitrator shall be final and binding upon the parties.

e. No briefs shall be filed by either party unless jointly agreed otherwise.

f. The cost of the arbitrator shall be shared equally between the Lodge and City.

g. All time limits set forth in this Article may be extended by mutual written consent, but if not so extended, they must be strictly observed. If a party fails to pursue any grievance within the time limits provided, he shall have no further right to continue the grievance. If the City fails to respond within the above time limits, said failure shall be deemed a denial of the grievance and it shall be advanced to the next step.

ARTICLE 35

PHYSICAL FITNESS TEST

It is agreed that City will provide to members represented by the Lodge the same rights, benefits and obligations relating to a physical fitness test and any benefits flowing therefrom as the City grants to other City employee not represented by a Lodge.

ARTICLE 36

SAVINGS CLAUSE

Section 1. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions of this Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

Section 2. It is understood that the foregoing is a complete understanding of all the terms and conditions of employment to be governed by this Agreement during the contract period, and it cannot be altered in any manner, save by the complete written concurrence of the parties subscribed hereto.

Section 3. Any appendices to this Agreement shall be subject to the provisions of this Agreement, and all appendices shall become a part of this Agreement as if specifically set forth herein.

Section 4. It is understood that the time limits found in this Agreement may be extended by mutual written concurrence.

Section 5. Any article or provision that is found to be illegal by current law or become illegal due to future laws shall be renegotiated prior to any changes in policy. These negotiations may be informal and may only serve until the next regular negotiation process, at which time the article or provision in question shall be fully negotiated. These negotiations shall be between the Employer and the President of the Lodge.

THIS AGREEMENT is executed this 5th day of July, 2016, by the City of Bartlesville and on the 6th day of September, 2016, by the Lodge, but shall become effective as of July 1, 2016.

CITY OF BARTLESVILLE,
OKLAHOMA A Municipal Corporation

BY:_____
MAYOR

FRATERNAL ORDER OF POLICE, LODGE 117

BY:_____
PRESIDENT

CITY OF BARTLESVILLE POLICE DEPARTMENT PAY SCALE

APPENDIX I FISCAL YEAR 2016-2017

EFFECTIVE JULY 1, 2016:

	1	2	3	4	5	6	7	8
POLICE OFFICER	16.55	17.38	18.24	19.17	20.11	21.12	22.19	23.30
INVESTIGATOR	19.17	20.11	21.12	22.19	23.30	24.43		
SERGEANT	24.43	25.68	26.94					
LIEUTENANT	28.28	29.69	31.17					

EFFECTIVE JANUARY 1, 2017:

	1	2	3	4	5	6	7	8
POLICE OFFICER	18.50	19.43	20.40	21.42	22.49	23.61	24.79	26.03
INVESTIGATOR	20.40	21.42	22.49	23.61	24.79	26.03		
SERGEANT	26.03	27.33	28.70	30.14				
LIEUTENANT	30.14	31.65	33.23					

NOTE:
It is understood by both parties that this pay scale may result in leap-frogging, and furthermore, it is understood that personnel of lower ranks may be paid equal to or greater than personnel of higher ranks.

APPENDIX II

CITY OF BARTLESVILLE - POLICE DEPARTMENT
LONGEVITY SCHEDULE
FISCAL YEAR 2016-2017

ırs of Service	Monthly Longevity Pay
5	$22.50
6	25.00
7	27.50
8	30.00
9	32.50
10	35.00
11	37.50
12	40.00
13	42.50
14	45.00
15	47.50
16	50.00
17	52.50
18	55.00
19	57.50
20	60.00
21	62.50
22	65.00
23	67.50
24	70.00
25	72.50
26	75.00
27	77.50
28	80.00
29	82.50
30	85.00
31	87.50
32	90.00
33	92.50
34	95.00
35	97.50
36	100.00

REPORT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCES

For The Twelve Months Ended June 30, 2016

CITY COUNCIL

Tom Gorman, Mayor
Ward 3

Dale Copeland, Vice Mayor
Ward 5

Ted Lockin
Ward 1

John Kane
Ward 2

Joseph Callahan
Ward 4

City Manager
Ed Gordon

Prepared by:

Mike Bailey
Administrative Director/CFO

Jason Muninger
Internal Services Supervisor

Alicia Shelton
Accountant

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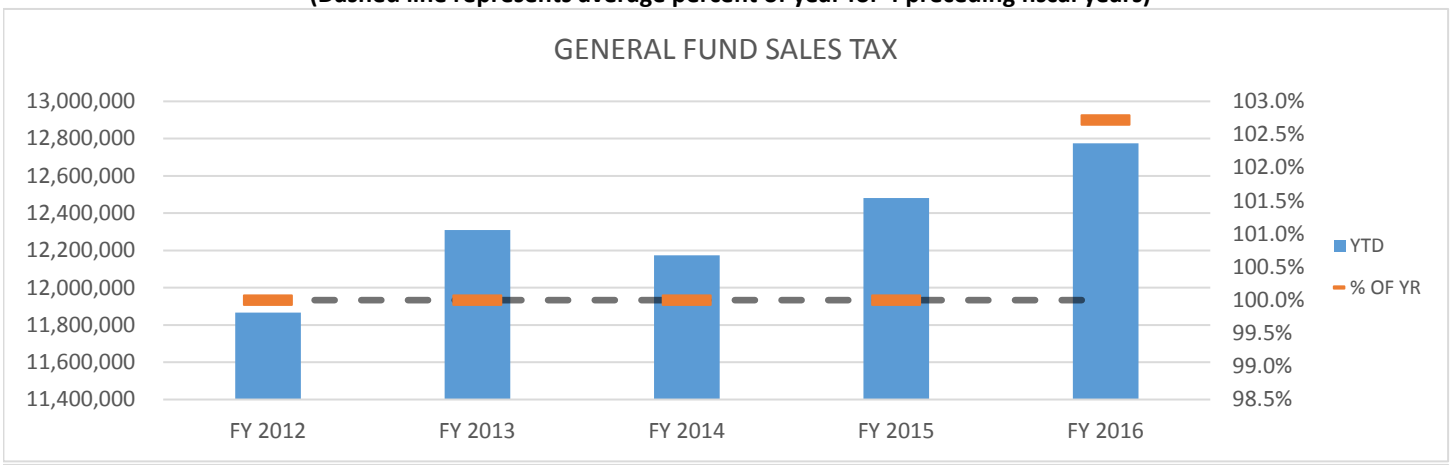
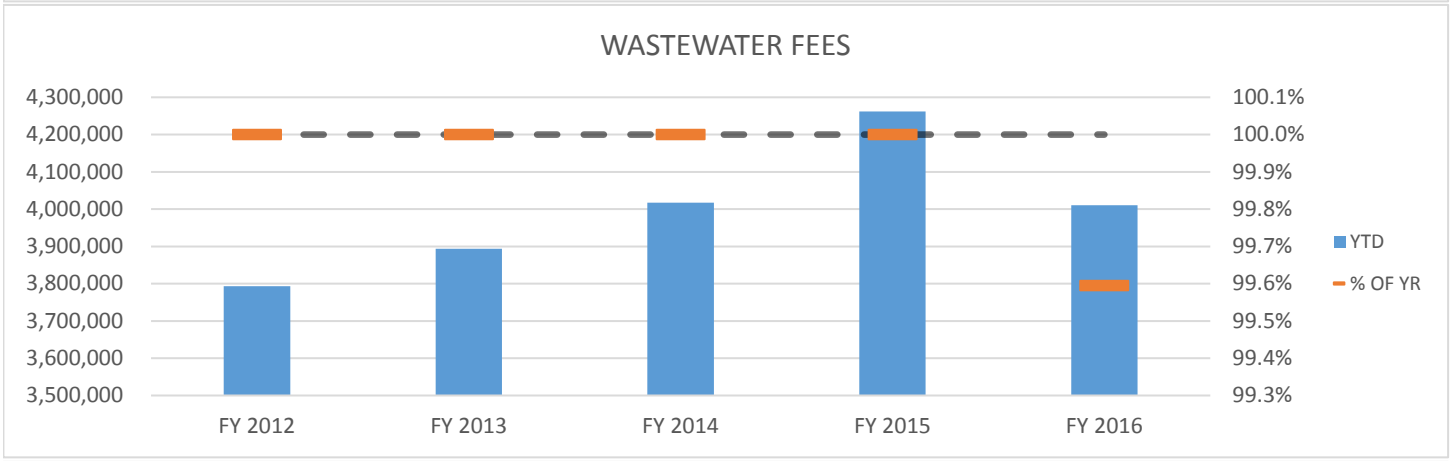
EXPENDITURE BUDGET STATUS
CHANGE IN FUND BALANCE

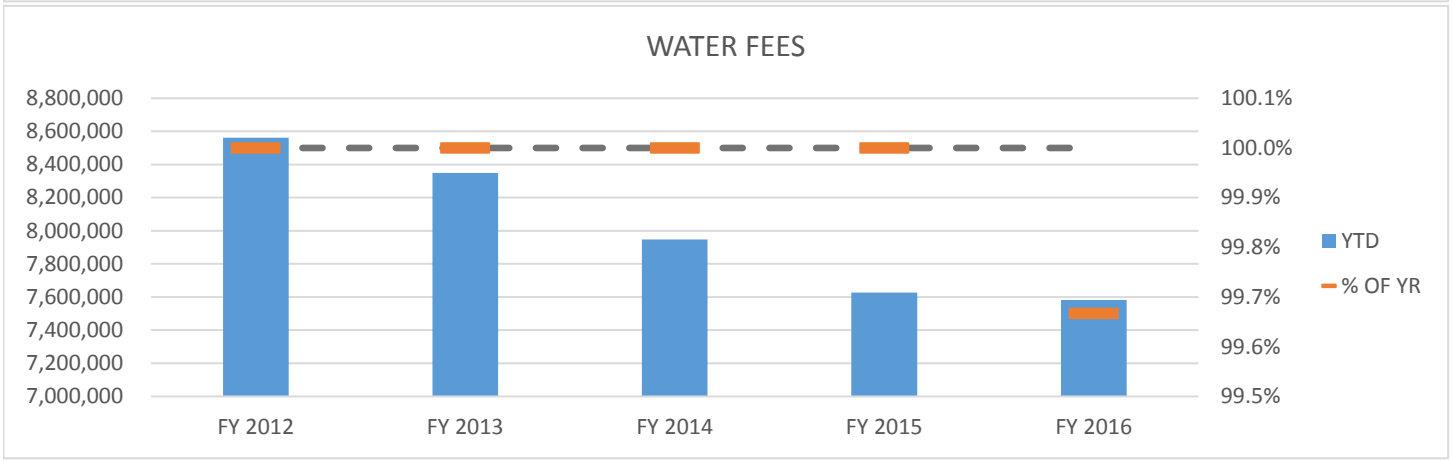
EXPLANATORY MEMO

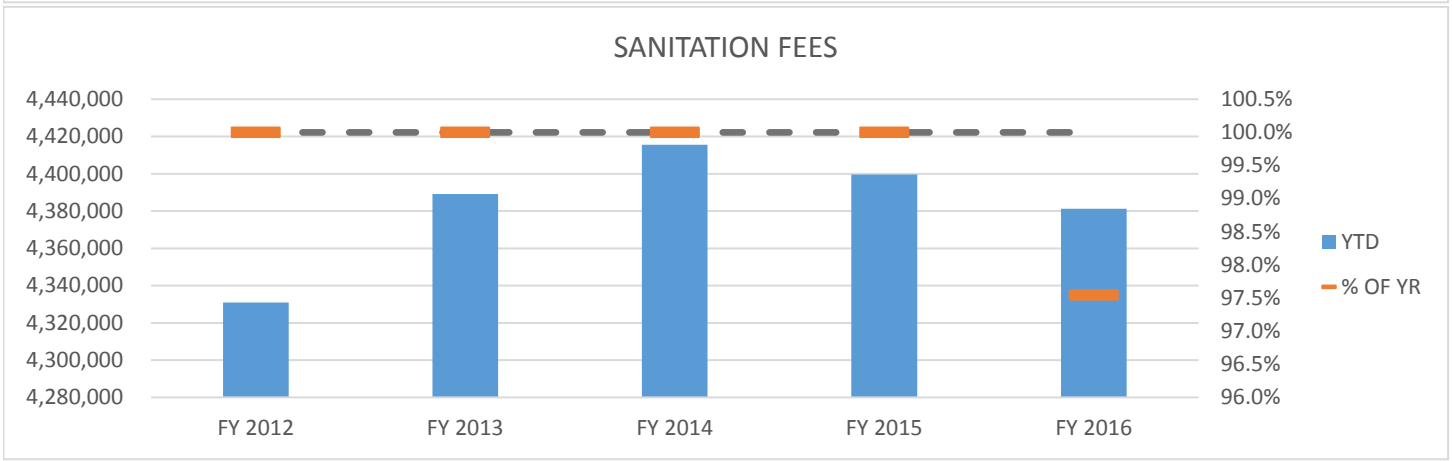
FINANCIAL STATEMENT REVENUE HIGHLIGHTS

(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

	2015-16 Fiscal Year						2014-15 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total	% of Budget	YTD Total	% Total Year
Revenue:								
Sales Tax	$ 12,436,269	$ 12,436,269	$ 12,774,236	$ -	$ 12,774,236	102.7%	$ 12,480,630	100.0%
Gross Receipt Tax	1,580,488	1,580,488	1,401,883	-	1,401,883	88.7%	1,534,739	100.0%
Licenses and Permits	211,700	211,700	225,273	-	225,273	106.4%	194,137	100.0%
Intergovernmental	624,650	624,650	647,996	-	647,996	103.7%	654,548	100.0%
Charges for Services	385,700	385,700	372,131	-	372,131	96.5%	375,650	100.0%
Court Costs	180,600	180,600	142,983	-	142,983	79.2%	178,362	100.0%
Police/Traffic Fines	563,800	563,800	456,103	-	456,103	80.9%	528,908	100.0%
Parking Fines	101,000	101,000	108,695	-	108,695	107.6%	92,526	100.0%
Other Fines	35,200	35,200	41,742	-	41,742	118.6%	40,289	100.0%
Investment Income	-	-	41,756	-	41,756	N.A.	28,102	100.0%
Miscellaneous Income	174,900	174,900	279,800	-	279,800	160.0%	441,952	100.0%
Transfers In	3,267,436	3,267,436	3,267,436	-	3,267,436	100.0%	3,196,264	100.0%
Total	**$ 19,561,743**	**$ 19,561,743**	**$ 19,760,034**	**$ -**	**$ 19,760,034**	**101.0%**	**$ 19,746,107**	**100.0%**
Expenditures:								
General Government	$ 5,586,767	$ 5,586,767	$ 5,267,529	$ 89,586	$ 5,357,115	95.9%	$ 5,240,485	100.0%
Public Safety	10,040,323	10,040,323	9,939,718	(15,874)	9,923,844	98.8%	9,896,790	100.0%
Street	1,188,490	1,188,490	1,205,657	(17,166)	1,188,491	100.0%	1,185,335	100.0%
Culture and Recreation	2,104,640	2,104,640	2,007,603	9,700	2,017,303	95.9%	2,045,145	100.0%
Transfers Out	1,112,658	1,112,658	1,112,658	-	1,112,658	100.0%	1,183,660	100.0%
Reserves	792,580	792,580	-	-	-	0.0%	-	N.A.
Total	**$ 20,825,458**	**$ 20,825,458**	**$ 19,533,165**	**$ 66,246**	**$ 19,599,411**	**94.1%**	**$ 19,551,415**	**100.0%**
Changes in Fund Balance:								
Fund Balance 7/1			$ 2,015,823					
Net Revenue (Expense)			226,869					
Ending Fund Balance			**$ 2,242,692**					

COMBINED WASTEWATER OPERATING & BMA WASTEWATER FUNDS

Statement of Revenue, Expenditures, and Changes in Fund Balances

100% of Year Lapsed

	2015-16 Fiscal Year						2014-15 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total	% of Budget	YTD Total	% Total Year
Revenue:								
Wastewater Fees	$ 4,033,100	$ 4,033,100	$ 4,016,752	$ -	$ 4,016,752	99.6%	$ 4,268,976	100.0%
Investment Income	-	-	273	-	273	N.A.	225	100.0%
Debt Proceeds	-	-	-	-	-	N.A.	-	N.A.
Miscellaneous	65,300	65,300	76,613	-	76,613	117.3%	71,586	100.0%
Total	**$ 4,098,400**	**$ 4,098,400**	**$ 4,093,638**	**$ -**	**$ 4,093,638**	**99.9%**	**$ 4,340,787**	**100.0%**
Expenditures:								
Wastewater Plant	$ 2,261,141	$ 2,261,141	$ 2,096,970	$ 146,297	$ 2,243,267	99.2%	$ 2,257,869	100.0%
Wastewater Maint	965,837	965,837	937,098	1,187	938,285	97.1%	765,675	100.0%
BMA Expenses	30,000	30,000	26,576	-	26,576	88.6%	28,991	100.0%
Transfers Out	1,006,305		1,006,305	-	1,006,305	100.0%	735,351	100.0%
Reserves	84,977	84,977	-	-	-	0.0%	-	N.A.
Total	**$ 4,348,260**	**$ 3,341,955**	**$ 4,066,949**	**$ 147,484**	**$ 4,214,433**	**96.9%**	**$ 3,787,886**	**100.0%**
Changes in Fund Balance:								
Fund Balance 7/1			$ 577,266					
Net Revenue (Expense)			26,689					
Ending Fund Balance			**$ 603,955**					

COMBINED WATER OPERATING & BMA WATER FUNDS

Statement of Revenue, Expenditures, and Changes in Fund Balances

100% of Year Lapsed

	2015-16 Fiscal Year						2014-15 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total	% of Budget	YTD Total	% Total Year
Revenue:								
Water Fees	$ 7,924,580	$ 7,924,580	$ 7,900,279	$ -	$ 7,900,279	99.7%	$ 7,953,531	100.0%
Investment Income	-	-	7,519	-	7,519	N.A.	20,052	100.0%
Debt Proceeds	-	-	-	-	-	N.A.	-	N.A.
Miscellaneous	-	-	23,054	-	23,054	N.A.	7,028	100.0%
Total	**$ 7,924,580**	**$ 7,924,580**	**$ 7,930,852**	**$ -**	**$ 7,930,852**	**100.1%**	**$ 7,980,611**	**100.0%**
Expenditures:								
Water Plant	$ 2,833,458	$ 2,833,458	$ 3,353,900	$ (929,048)	$ 2,424,852	85.6%	$ 3,876,145	100.0%
Water Administration	316,306	316,306	303,640	(6,963)	296,677	93.8%	308,826	100.0%
Water Distribution	1,496,475	1,496,475	1,552,349	(72,769)	1,479,580	98.9%	1,293,246	100.0%
BMA Expenses	3,155,000	3,155,000	3,135,992	-	3,135,992	99.4%	3,422,008	100.0%
Transfers Out	1,524,290	1,524,290	1,524,290	-	1,524,290	100.0%	3,194,674	100.0%
Reserves	171,487	171,487	-	-	-	0.0%	-	N.A.
Total	**$ 9,497,016**	**$ 9,497,016**	**$ 9,870,171**	**$ (1,008,780)**	**$ 8,861,391**	**93.3%**	**$ 12,094,899**	**100.0%**
Changes in Fund Balance:								
Fund Balance 7/1			$ 4,273,251					
Net Revenue (Expense)			(1,939,319)					
Ending Fund Balance			**$ 2,333,932**					

SANITATION FUND

Statement of Revenue, Expenditures, and Changes in Fund Balances

100% of Year Lapsed

	2015-16 Fiscal Year						2014-15 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total	% of Budget	YTD Total	% Total Year
Revenue:								
Collection Fees	$ 4,491,427	$ 4,491,427	$ 4,381,261	$ -	$ 4,381,261	97.5%	$ 4,399,680	100.0%
Investment Income	-	-	4,583	-	4,583	N.A.	3,774	100.0%
Miscellaneous	37,012	37,012	39,140	-	39,140	105.7%	47,369	100.0%
Total	**$ 4,528,439**	**$ 4,528,439**	**$ 4,424,984**	**$ -**	**$ 4,424,984**	**97.7%**	**$ 4,450,823**	**100.0%**
Expenditures:								
Sanitation	$ 2,972,640	$ 2,972,640	$ 3,031,759	$ (382,137)	$ 2,649,622	89.1%	$ 2,952,949	100.0%
Transfers Out	1,307,712	1,307,712	1,307,712	-	1,307,712	100.0%	1,286,997	100.0%
Reserves	128,659	128,659	-	-	-	0.0%	-	N.A.
Total	**$ 4,409,011**	**$ 4,409,011**	**$ 4,339,471**	**$ (382,137)**	**$ 3,957,334**	**89.8%**	**$ 4,239,946**	**100.0%**
Changes in Fund Balance:								
Fund Balance 7/1			$ 1,607,830					
Net Revenue (Expense)			85,513					
Ending Fund Balance			**$ 1,693,343**					

ALL OTHER FUNDS

Revenue Budget Report - Budget Basis

100% of Year Lapsed

	Budget	Actuals	Percent of Budget
Special Revenue Funds:			
Economic Development Fund	1,549,806	1,648,026	106%
E-911 Fund	907,095	892,992	98%
Special Library Fund	71,500	163,869	229%
Special Museum Fund	20,063	19,680	98%
Municipal Airport Fund	-	54,334	N/A
Harshfield Library Donation Fund	-	3,420	N/A
Restricted Revenue Fund	212,597	354,054	167%
Golf Course Memorial Fund	-	21,365	N/A
Justice Assistance Grant Fund	-	3,556	N/A
Neighborhood Park Fund	-	32	N/A
Cemetery Care Fund	3,800	2,710	71%
Memorial Stadium Operating Fund	36,180	28,234	78%
Debt Service Fund	3,209,045	3,671,951	114%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	2,763,617	2,857,808	103%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	-	48,395	N/A
Wastewater Regulatory Capital Fund	1,400,000	1,457,216	104%
City Hall Capital Improvement Fund	112,126	122,561	109%
Storm Drainage Capital Improvement Fund	-	16,199	N/A
Community Development Block Grant Fund	231,000	-	0%
2008B G.O. Bond Fund	-	61	N/A
2009 G.O. Bond Fund	-	70	N/A
2010 G.O. Bond Fund	-	413	N/A
2012 G.O. Bond Fund	55,759	57,030	102%
2014 G.O. Bond Fund	-	5,756	N/A
2014B G.O. Bond Fund	-	20,122	N/A
2015 G.O. Bond Fund	2,000,000	2,002,735	100%
Proprietary Funds:			
Adams Golf Course Operating Fund	431,131	454,961	106%
Sooner Pool Operating Fund	55,968	56,062	100%
Frontier Pool Operating Fund	58,489	58,612	100%
Internal Service Funds:			
Worker's Compensation Fund	469,956	488,101	104%
Health Insurance Fund	2,860,800	2,933,483	103%
Auto Collision Insurance Fund	18,251	24,900	136%
Stabilization Reserve Fund	673,315	673,315	100%
Capital Improvement Reserve Fund	290,000	290,000	100%
Mausoleum Trust Fund	-	31	N/A

ALL OTHER FUNDS

Expenditure Budget Report - Budget Basis

100% of Year Lapsed

	Budget	Actuals	Percent of Budget
Special Revenue Funds:			
Economic Development Fund	4,907,321	3,138,793	64%
E-911 Fund	957,467	918,827	96%
Special Library Fund	166,283	166,102	100%
Special Museum Fund	57,110	52,788	92%
Municipal Airport Fund	110,957	26,296	24%
Harshfield Library Donation Fund	865,225	10,744	1%
Restricted Revenue Fund	451,157	81,162	18%
Golf Course Memorial Fund	23,706	23,669	100%
Justice Assistance Grant Fund	33,182	3,850	12%
Neighborhood Park Fund	-	-	N/A
Cemetery Care Fund	79,996	79,996	100%
Memorial Stadium Operating Fund	68,000	32,632	48%
Debt Service Fund	3,196,290	3,076,068	96%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	4,928,692	1,969,803	40%
Park Capital Improvement Fund	-	(28)	N/A
Wastewater Capital Improvement Fund	326,333	28,074	9%
Wastewater Regulatory Capital Fund	6,003,020	2,840,861	47%
City Hall Capital Improvement Fund	385,191	85,940	22%
Storm Drainage Capital Improvement Fund	92,493	-	0%
Community Development Block Grant Fund	231,000	172,769	75%
2008B G.O. Bond Fund	14,871	-	0%
2009 G.O. Bond Fund	17,781	-	0%
2010 G.O. Bond Fund	136,860	55,759	41%
2012 G.O. Bond Fund	290,186	75,899	26%
2014 G.O. Bond Fund	1,452,028	3,882	0%
2014B G.O. Bond Fund	5,111,536	5,025,000	98%
2015 G.O. Bond Fund	2,000,000	108,680	5%
Proprietary Funds:			
Adams Golf Course Operating Fund	467,106	442,201	95%
Sooner Pool Operating Fund	49,422	42,938	87%
Frontier Pool Operating Fund	61,302	57,984	95%
Internal Service Funds:			
Worker's Compensation Fund	425,000	310,426	73%
Health Insurance Fund	3,259,989	2,652,325	81%
Auto Collision Insurance Fund	300,000	28,138	9%
Stabilization Reserve Fund	4,505,786	-	0%
Capital Improvement Reserve Fund	2,087,500	1,025,665	49%
Mausoleum Trust Fund	8,264	-	0%

ALL OTHER FUNDS

Fund Balance Report - Modified Cash Basis

100% of Year Lapsed

	Beginning of Year	Change	Current
Special Revenue Funds:			
Economic Development Fund	3,379,443	(1,490,767)	1,888,676
E-911 Fund	26,189	(25,835)	354
Special Library Fund	275,657	29,954	305,611
Special Museum Fund	139,058	(33,108)	105,950
Municipal Airport Fund	293,677	37,875	331,552
Harshfield Library Donation Fund	866,358	(6,394)	859,964
Restricted Revenue Fund	208,541	37,503	246,044
Golf Course Memorial Fund	25,062	(2,304)	22,758
Justice Assistance Grant Fund	40,672	(294)	40,378
Neighborhood Park Fund	8,090	32	8,122
Cemetery Care Fund	74,867	510	75,377
Memorial Stadium Operating Fund	18,831	(12,515)	6,316
Debt Service Fund	2,230,579	595,883	2,826,462
Capital Project Funds:			
Sales Tax Capital Improvement Fund	3,717,506	(295,187)	3,422,319
Park Capital Improvement Fund	88,198	(88,198)	-
Wastewater Capital Improvement Fund	326,252	20,321	346,573
Wastewater Regulatory Capital Fund	5,034,724	(913,169)	4,121,555
City Hall Capital Improvement Fund	244,737	36,923	281,660
Storm Drainage Capital Improvement Fund	43,778	16,199	59,977
Community Development Block Grant Fund	-	-	-
2008B G.O. Bond Fund	15,335	61	15,396
2009 G.O. Bond Fund	17,782	70	17,852
2010 G.O. Bond Fund	136,868	(55,346)	81,522
2012 G.O. Bond Fund	348,000	(53,945)	294,055
2014 G.O. Bond Fund	1,454,299	1,874	1,456,173
2014B G.O. Bond Fund	5,120,022	(286,378)	4,833,644
2015 G.O. Bond Fund	-	1,902,978	1,902,978
Proprietary Funds:			
Adams Golf Course Operating Fund	77,312	17,400	94,712
Sooner Pool Operating Fund	16,785	8,785	25,570
Frontier Pool Operating Fund	29,169	(1,999)	27,170
Internal Service Funds:			
Worker's Compensation Fund	16,148	177,675	193,823
Health Insurance Fund	571,515	284,495	856,010
Auto Collision Insurance Fund	280,184	(3,869)	276,315
Stabilization Reserve Fund	3,803,139	673,315	4,476,454
Capital Improvement Reserve Fund	3,320,972	(780,684)	2,540,288
Mausoleum Trust Fund	7,849	31	7,880

ACCOUNTING AND FINANCE

MEMORANDUM

FROM: Mike Bailey, Administrative Director/CFO

SUBJECT: Financial Statement Explanatory Memo

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.