REGULAR MEETING OF THE BARTLESVILLE CITY COUNCIL

Monday, April 1, 2019
7 p.m.

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

Dale W. Copeland, Mayor
918-338-4282

AGENDA

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

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

3. **The Invocation will be provided by Pastor Greg Tener, First Church.**

4. **Citizens to be heard.**

5. **City Council Announcements and Proclamations.**
   - Donate Life Month – April 2019
   - National Public Safety TeleCommunicators E911 Professionals Week - April 14-20, 2019
   - Arbor Day – April 13, 2019
   - National Day of Prayer – May 2, 2019

6. **Authorities, Boards, Commissions and Committee Openings**
   - One opening on the Board of Adjustment

7. **Consent Docket**
   a. **Approval of Minutes**
      i. The Regular Meeting Minutes of March 18, 2019.

   b. **Approval and/or Ratification of Appointments and Reappointments to Authorities, Boards, Commissions and Committees**
      i. Appointment of Ms. Rhonda Hudson, Dr. Bruce McGowan and Mr. Dallas Lewis to three-year terms on the Bartlesville Public Library Board at the recommendation of Mayor Copeland.
      ii. Appointment of Ms. Kinder Shamhart to fill an unexpired term on the Board of Adjustment (BOA) at the recommendation of Mayor Copeland.
      iii. Reappointment of Ms. Brittany Hess and Mr. Tyler Hartzell to additional three-year terms on the Bartlesville Public Library Board at the recommendation of Mayor Copeland.
      iv. Reappointment of Ms. Andrea Nightingale to an additional three-year term on the City Planning Commission (CPC) at the recommendation of Vice Mayor Gentges.

   c. **Approval of Ordinance**
      i. An ordinance amending Chapter 3, Article I of the Bartlesville Municipal Code to establish requirements to keep and maintain chickens or laying hens in single-family residential area.

d. Approval of Resolutions

i. A resolution supporting the Wyland National Mayor's Challenge for Water Conservation.

ii. A resolution proclaiming April as Fair Housing Month in the City of Bartlesville.

iii. A resolution amending the budget of the City of Bartlesville, Oklahoma for Fiscal Year 2018-2019, appropriating private grant revenues from Phillips 66.

iv. A resolution amending the budget of the City of Bartlesville, Oklahoma for Fiscal Year 2018-2019, appropriating insurance proceeds from OMAG.

e. Approval of Agreements and Contracts

i. Contract between the City of Bartlesville and Worley Consulting for design services on Ohio, Harvard and Hazel Asphalt Rehabilitation Project.

ii. Contract between the City of Bartlesville/Bartlesville Public Library and Keleher Outdoor Advertising for billboards in May 2019.

iii. Service Agreement between the City of Bartlesville and US Cellular for cellular phones and smart devices.

iv. Lease Agreement between the City of Bartlesville and MailFinance for a folder inserter and bill printing software.

v. Lease and Maintenance Agreement between the city of Bartlesville and R.K. Black and Cannon Financial for copiers and service.

vi. Airport Hangar Lease Agreement between the City of Bartlesville, ConocoPhillips Company and Agwerx Aviation, Inc.

f. Receipt of Bids

i. Bid No. 2018-2019-030 for the 16th, Shawnee and Stonewall Concrete Paving Rehab Project.

ii. Bid No. 2018-2019-031 for Thirty-five (35) new Nexedge VHP Portable Radios with antennas, intrinsically safe batteries, battery chargers and labor for installation.

8. Discuss and take action to award Bid No. 2018-2019-030 for the 16th, Shawnee and Stonewall Concrete Paving Rehab Project. Presented by Councilman Curd.

9. Discuss and take action to award Bid No. 2018-2019-031 for Thirty-five (35) new Nexedge VHP Portable Radios with antennas, intrinsically safe batteries, battery chargers and labor for installation. Presented by Councilman Curd.

10. A public hearing to consider and take action on an application from Dan Keleher of Keleher Architects, on behalf of Grand Lake Mental Health Center, Inc., for approval of a rezoning from RS-5 (Residential Single-Family) to C-5 (General Commercial), a Site Development Plan, and Planned Unit Development (PUD) on property located at the intersection of Adams Boulevard and Penn Avenue, legally described as Lots 3,4,5,6,7,8,9,10,11,12,13 and 14, Block 7, Lincoln Second Addition, Bartlesville, Washington County Oklahoma. (Case No. PC-19-05-RZ/PUD/SDP). Presented by Lisa Beeman, Director of Community Development.

11. Discuss and take action to accept a donation for $20,000 from Leadership Bartlesville Class XXVII and the Bartlesville Young Professionals to be used for the purchase and installation of outdoor musical instruments at Tower Center at Unity Square. Presented by Lisa Beeman, Director of Community Development.

12. **Discuss and take action on a Lease and Operating Agreement between the City of Bartlesville and the Bartlesville Community Center Trust Authority for the management, maintenance, and operation of the Tower Center at Unity Square. Presented by Jess Kane, City Attorney.**

13. **Discuss and take action on resolution supporting the creation of a cultural district for the City of Bartlesville. Presented by Val Callaghan, Managing Director of the Bartlesville Community Center.**

14. **New Business**

15. **City Manager and Staff Reports.**

16. **City Council Comments and Inquiries.**

17. **Adjournment.**

The Agenda was received and filed in the Office of the City Clerk and posted in prominent public view at City Hall at 5 p.m. on Thursday, March 28, 2019.

Jason Muninger

Jason Muninger, City Clerk/Finance Director

/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

Donate Life Month – April 2019

WHEREAS, one of the most meaningful gifts that a human being can bestow upon another is the gift of life; and

WHEREAS, approximately 487 Americans received a life-saving or enhancing organ transplant last year, and

WHEREAS, a new patient is added to the national patient transplant list every 10 minutes, and

WHEREAS, over 113,000 men, women, and children are currently on the national waiting list for organ transplantation, with more than 700 in the Oklahoma; and

WHEREAS, an average of 22 people died each day last year awaiting an organ transplant that did not come in time; and

WHEREAS, Oklahoma has a registry system allowing all residents to register their wish to save lives through organ and tissue donation at http://www.lifeshareoklahoma.org/registry/ or by calling toll-free 1-888-580-5680 or have a heart put on their driver's license; and

WHEREAS, the Life Share Transplant Donor Services of Oklahoma is the nonprofit organization formed to educate Northeastern Oklahoma residents about donation, increase the number of registered organ donors and eliminate barriers to donation; and

WHEREAS, the State supports this organization's life-saving mission; and

WHEREAS, everyone is a potential organ, eye, and tissue donor,

NOW THEREFORE, the Bartlesville City Council does hereby officially proclaim the month of April 2019 as "Donate Life Month" to honor all those who have made the decision to donate life, to focus attention on the extreme need for donation and to encourage all Oklahoma residents to register their wish to be organ, eye, and tissue donor.

IN WITNESS WHEREOF, we hereunto set our hands and caused the Official Seal of the City of Bartlesville, Oklahoma, to be affixed this 1st day of April, in the year of our Lord two thousand and nineteen.

_____
Dale W. Copeland, Ward 1 and Mayor

_____
Paul Stuart, Ward 2

_____
Jim Curd, Jr., Ward 3

_____
Alan Gentges, Ward 4 and Vice Mayor

_____
Trevor Dorsey, Ward 5

city of bartlesville
CONNECTED / CREATIVE / VIBRANT

Official Proclamation

National Public Safety TeleCommunicators
E911 Professionals Week
April 14th - 20th 2019

WHEREAS, the Congress of the United States has established the second full week of April each year as National Public Safety Telecommunicators E911 Week; and

WHEREAS, when an emergency occurs, the prompt response of law enforcement, firefighters and paramedics is critical to the protection of life and preservation of property; and

WHEREAS, the safety of our law enforcement officers, firefighters and paramedics is dependent upon the quality and accuracy of information obtained from citizens who telephone the communication centers; and

WHEREAS, public safety telecommunicators are the first and most critical contact our citizens have with emergency services; and

WHEREAS, public safety telecommunicators are the single vital link for our law enforcement, firefighters and paramedics in monitoring their activities by radio, providing them information and ensuring their safety and appropriate response; and

WHEREAS, our public safety telecommunicators have exhibited compassion, understanding and professionalism during the performance of their duties in this past year;

NOW, THEREFORE, be it resolved that the Bartlesville City Council hereby proclaims the week of April 14-20, 2019, as "National Public Safety Telecommunicators E911 Week" and join in honoring the men and women whose diligence and professionalism keep our citizens safe.

IN WITNESS WHEREOF, we hereunto set our hands and caused the Official Seal of the City of Bartlesville, Oklahoma to be affixed this 1st day of April, in the year of our Lord Two Thousand and Nineteen.

_____
Dale Copeland, Mayor and Ward #1

_____
Paul Stuart, Ward 2

_____
Jim Curd, Jr., Ward 3

_____
Alan Gentges, Vice Mayor and Ward 4

_____
Trevor Dorsey, Ward 5

city of bartlesville
CONNECTED / CREATIVE / VIBRANT

Official Proclamation
Arbor Day
April 13, 2019

Whereas, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of tree; and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen, and provide habitat for wildlife; and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal; and

Whereas, Bartlesville has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting practices.

Therefore, The City Council of the City of Bartlesville, do hereby proclaim April 13, 2019 as Arbor Day in the City of Bartlesville and urge all citizens to support efforts to protect trees and woodlands and to support our city's urban forestry program. Further, we urge all citizens to plant trees to gladden the hearts and promote the well being of present and future generations.

IN WITNESS WHEREOF, we hereunto set our hands and caused the Official Seal of the City of Bartlesville, Oklahoma, to be affixed this 1st day of April, in the year of our Lord two thousand and nineteen.

_____
Dale Copeland, Ward 1 and Mayor

_____
Paul Stuart, Ward 2

_____
Jim Curd, Jr., Ward 3

_____
Alan Gentges, Ward 4 and Vice Mayor

_____
Trevor Dorsey, Ward 5

Official Proclamation

National Day of Prayer - May 2, 2019

WHEREAS, the 68th observance of the National Day of Prayer will be held on Thursday, May 2, 2019, with the theme "Love one another, and based on John 13:34, "Love one another. Just as I have loved you"; and

WHEREAS, a National Day of Prayer has been part of our country's heritage since it was declared by the First Continental Congress in 1775, and the United States Congress in 1952 approved a Joint Resolution setting aside a day each year to pray in our nation; and

WHEREAS, the United States Congress, by Public Law 100-307, as amended, affirms that it is essential for us as a nation to pray and directs the President of the United States to set aside and proclaim the first Thursday of May annually as a National Day of Prayer; and

WHEREAS, leaders and citizens of our nation are afforded the privilege of prayer with the joy of seeking divine guidance, strength, protection and comfort from Almighty God; and

WHEREAS, recognizing the love of God, we, the citizens of Bartlesville, Oklahoma, treasure the freedom we have to gather in prayer, exercising our reliance on Gods' power in the face of present challenges and threats we face; and

WHEREAS, we unite with fellow citizens, to ask God for His blessing upon every individual of our City.

NOW THEREFORE, the Bartlesville City Council does hereby officially proclaim May 2, 2019 as "National Day of Prayer" and urge all citizens to commend this observance.

IN WITNESS WHEREOF, we hereunto set our hands and caused the Official Seal of the City of Bartlesville, Oklahoma, to be affixed this 1st day of April, in the year of our Lord two thousand and nineteen.

_____
Dale Copeland, Ward 1 and Mayor

_____
Paul Stuart, Ward 2

_____
Jim Curd, Jr., Ward 3

_____
Alan Gentges, Ward 4 and Vice Mayor

_____
Trevor Dorsey, Ward 5

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

Council Chambers
401 S. Johnstone Avenue
Bartlesville, OK 74003

Monday, March 18, 2018
7:00 p.m.

Mayor Dale Copeland
918-338-4282

MINUTES

(Notice of Meeting and Agenda posted March 14, 2019)

City Council Members present were Mayor Dale Copeland, Vice Mayor Alan Gentges, and Jim Curd, Jr. City Council Members absent were Trevor Dorsey and Paul Stuart.

City staff present were Mike Bailey, City Manager, Tommy Brown, Attorney (sitting in for City Attorney Jess Kane); Jason Muninger, City Clerk/Finance Director; Lisa Beeman, Director of Community Development and Park Planning; Terry Lauritsen, Director of Water Utilities; Kelli Williams, Chief Communications Officer; IAFF David Taylor; Police Chief Tracy Roles; and Elaine Banes, Executive Assistant.

1. **Mayor Copeland called the business meeting of the Bartlesville City Council to order at 7:00 p.m.**

2. **Roll call was conducted and a quorum established.**

3. **The invocation will be provided by Pastor Steven Griffin, New Beginnings Family Church.**

4. **Citizens to be heard.**

5. **City Council Announcements and Proclamations**

6. **Authorities, Boards, Commissions and Committee Openings**
   - There are no openings at this time.

7. **Consent Docket**
   a. **Approval of Minutes**
      i. The Regular Minutes of March 4, 2019

   b. **Approval of Agreements and Contracts**
      i. Approve short form contract with J. Graham Construction Inc. for the Police and Fire Memorial project based upon written quotes for services.

   c. **Receipt of Financials**
      i. Interim Financials for the six months ending December 31, 2018.

   Mayor Copeland read the consent docket in its entirety.

   Vice Mayor Gentges moved to approve the consent docket, seconded by Mr. Curd.

   Aye: Mr. Curd, Vice Mayor Gentges, Mayor Copeland

Nay: None
Motion: Passed

8. **Discuss and take action to award Bid Number 2018-2019-032 Storm Drain Materials – Reinforced Concrete Box, Storm Drain Manholes and Drainage Inlets. Presented by Terry Lauritsen, Director of Water Utilities.**

Mr. Lauritsen reported that the bids for the materials were received on Friday, March 15 after the City Council packets were distributed. He presented the project, the bid results and the recommendation.

Mr. Curd moved to receive the bids and award the bid to GNC Concrete in the amount of $166,595.55, seconded by Vice Mayor Gentges.

Aye: Vice Mayor Gentges, Mr. Curd, Mayor Copeland
Nay: None
Motion: Passed

9. **A public hearing to consider a request by City of Bartlesville staff and to action to close a portion of Silas Avenue (6th Street) lying between Block 47 and Block 54 of the Original Town of Bartlesville, Washington County, Oklahoma, said right-of-way being located between Dewey Avenue and Osage Avenue. Presented by Micah Siemers, P.E. Director of Engineering.**

Mr. Siemers reported that the request from City Staff is to facilitate construction of the Tower Center at Unity Square Project that consists of constructing a community green space in between the Community Center and the Price Tower. Once the Silas Avenue right-of-way is closed, the ownership will be deeded back to the City of Bartlesville by the Community Center Trust Authority and Price Tower Arts Center, Inc. to allow use of 2018 General Obligation Bond funds to construct the project. Utility easement will remain since there are both public and private utilities located within the right-of-way to be closed. The only portion of the closed right-of-way that will not have utility easement retained will be the area where a structure will be constructed that includes restrooms and a performance stage. This request has been circulated to utility companies and city staff for review. Staff has received no objections from Police, Fire, Planning, Public Works, or Sanitation Departments. There are existing water lines, sanitary sewer lines and storm sewer located within the limits of the proposed right-of-way closure. Easement will be retained over these facilities therefore the Water Utilities and Engineering Departments have no objections. Regarding Utility Companies, Cable One does not have any active facilities located with the portion to be closed and have no objections. Oklahoma Natural Gas, AT&T and AEP/PSO all have facilities located within the portion of right-of-way to be closed. They have no objections to the request so long as easements are retained over their facilities.

Mayor Copeland opened the public hearing at 7:14 p.m. There being no one appearing further to speak on this matter, Mayor Copeland closed the public hearing at 7:14 p.m.

Vice Mayor Gentges moved to adopt an ordinance to close a portion of Silas (6th) Street right-of-way lying between Block 47 and Block 54 of the Original Town of Bartlesville, Washington County, Oklahoma, said right-of-way being located between the East right-of-way line of Dewey Avenue and the West right-of-way line of Osage Avenue as presented, seconded by Mr. Curd.

Aye: Mr. Curd, Vice Mayor Gentges, Mayor Copeland

Nay: None
Motion: Passed

10. City Manager and Staff Reports.

Mr. Bailey stated his appreciation to the City Council their flexibility in attending a second meeting of the month, especially during Spring Break.

In the consent agenda, an item was passed for the Police and Fire Memorial. Mr. Bailey reported that a great deal of discussion was held between the Police and Fire Department and City staff, and a design plan was developed with the hope to have it in place by May 15 for the Police and Fire Memorial Ceremony. A powerpoint was provided to share the design, with kudos to Micah Siemers, Director of Engineering for his input. The old memorial will be relocated.

There will be a free grass and leaf pickup the week of May 6-10. Bags can be left on the curb and will be picked up free-of-charge on customer's regular pick up day.

There continues to many lane closures on Adams Boulevard. Citizens are encouraged to use alternate routes if possible.

11. City Council Comments and Inquiries.

Mayor Copeland expressed his appreciation to City Staff, Vice Mayor Gentges and Councilman Curd for their work on Tower Center at Unity Square.

12. There being no further business to discuss, Mayor Copeland adjourned the meeting at 7:25 p.m.

_____
Dale W. Copeland, Mayor

_____
Jason Muninger, City Clerk

city of bartlesville
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Agenda Item ___
April 1, 2019
Prepared by Shellie McGill
Library

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

City Council Appointment of Rhonda Hudson, Dr. Bruce McGowan, and Dallas Lewis to the Bartlesville Public Library Board.

Attachments:
- Rhonda Hudson Application
- Dr. Bruce McGowan Application
- Dallas Lewis Application

II. STAFF COMMENTS AND ANALYSIS

Recommend these applicants for placement on the Library Board. All three are frequent library users and active community volunteers and leaders. Each of these individuals will bring their individual knowledge and experiences to continue the success of the Board and the Library.

These applicants attended the most recent Library Board Meeting on March 12, 2019. Current Members were excited to see their enthusiasm and vision for the Library's future and endorse their appointment as well.

III. RECOMMENDED ACTION

City Council's approval for the appointment of Rhonda Hudson, Dr. Bruce McGowan, and Dallas Lewis to the Bartlesville Public Library Board.

Denise Goff

From: Elaine Banes <rebanes@cityofbartlesville.org>
Sent: Tuesday, March 5, 2019 10:22 AM
To: Shellie R. McGill
Cc: dgoff@bartlesville.lib.ok.us
Subject: FW: New submission from Application for City Boards, Commissions, Committees & Trust Authorities

Please see the application below for your consideration.

Sincerely,

Elaine Banes
Executive Assistant
City of Bartlesville
401 S. Johnstone Ave.
Bartlesville, OK 74006
918-338-4282
rebanes@cityofbartlesville.org

city of bartlesville
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From: ian@bitbrilliant.com <ian@bitbrilliant.com>
Sent: Tuesday, March 05, 2019 10:07 AM
To: Elaine Banes <rebanes@cityofbartlesville.org>
Subject: New submission from Application for City Boards, Commissions, Committees & Trust Authorities

Please check the ones you wish to serve on:

- Library Board

Name

Rhonda Hudson

Address

1505 Lariat Drive
Bartlesville, OK 74006
Map It

Work Phone

(918) 337-6177

Cell Phone

(918) 841-0749

Email

rhonda@thehudsonfamilyok.com

Ward Number

1

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

As the founding Executive Director of Ray of Hope Advocacy Center in Bartlesville, I have a history in nonprofit work, strategic planning, financial oversight, and building community awareness.

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

Children's Advocacy Centers of Oklahoma Board of Directors (5 years)
Washington County Multidisciplinary Team (15 years)
National Children's Alliance Site Reviewer (3 years)
Disciples Christian Church Board of Directors (Marketing Chair, 1 year)
Various Committees, Short-Term Projects and Focus Groups (On-going/15 years)

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

I've been impressed with the direction the library is moving with it's increased community engagement. The public library is such an important part of our community and I would like to be involved with its forward progress.

CONFIDENTIALITY NOTICE

This message and any included attachments are intended only for the use of the individual or entity to which it is intended and may contain information that is privileged, confidential and exempt from disclosure under applicable law. Unauthorized forwarding, printing, copying, distribution, or use of this information is strictly prohibited and may be unlawful. If you are not the intended recipient, please promptly delete this message and notify the sender of the delivery error by e-mail or you may notify postmaster@cityofbartlesville.org of the error.

Shellie R. McGill

From: Elaine Banes
Sent: Wednesday, February 6, 2019 10:48 AM
To: Shellie R. McGill
Cc: dgoff@bartlesville.lib.ok.us
Subject: FW: New submission from Application for City Boards, Commissions, Committees & Trust Authorities

Good morning,

Library Board application below for your consideration.

Thank you,

Elaine Banes
Executive Assistant
City of Bartlesville
401 S. Johnstone Ave.
Bartlesville, OK 74006
918-338-4282
rebanes@cityofbartlesville.org

city of bartlesville
CONNECTED / CREATIVE / VIBRANT

From: ian@bitbrilliant.com <ian@bitbrilliant.com>
Sent: Wednesday, February 06, 2019 10:35 AM
To: Elaine Banes <rebanes@cityofbartlesville.org>
Subject: New submission from Application for City Boards, Commissions, Committees & Trust Authorities

Please check the ones you wish to serve on:

- Library Board

Name

Dr. Bruce McGowan

Address

1507 SE King Avenue, Apt. 1423
Bartlesville, Oklahoma 74006
Map It

Work Phone

(918) 338-8040

Cell Phone

(405) 313-0341

Email

bwmphd@yahoo.com

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

Experienced educator for over 31 years, college professor for 17 years, and university administrator for nearly 15 years

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

Served on the local Boy Scouts of America, Cherokee Area Council Executive Board for approximately 1 year (2017-2018)

Currently serves as Associate Vice President of the Rogers State University Bartlesville Campus.

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

Continue to be the central hub for educating the community and provide learning resources for Bartlesville and citizens of Washington County.

Establish a Bartlesville Library/Rogers State University partnership initiative to allow university students with official university ID's access to library resources (i.e., book loans, book and reserve materials check out) via free library card, as well as to create university student internship opportunities with the Bartlesville Library.

Shellie R. McGill

From: Elaine Banes
Sent: Friday, March 1, 2019 3:32 PM
To: Shellie R. McGill
Cc: dgoff@bartlesville.lib.ok.us
Subject: FW: New submission from Application for City Boards, Commissions, Committees & Trust Authorities

Good afternoon,

Please see application below for your consideration.

Thank you,

Elaine Banes
Executive Assistant
City of Bartlesville
401 S. Johnstone Ave.
Bartlesville, OK 74006
918-338-4282
rebanes@cityofbartlesville.org

city of bartlesville
CONNECTED / CREATIVE / VIBRANT

From: ian@bitbrilliant.com <ian@bitbrilliant.com>
Sent: Friday, March 01, 2019 2:13 PM
To: Elaine Banes <rebanes@cityofbartlesville.org>
Subject: New submission from Application for City Boards, Commissions, Committees & Trust Authorities

Please check the ones you wish to serve on:

- Library Board

Name

Dallas Lewis

Address

221 SE Elmhurst Ave
Bartlesville, OK 74006
Map It

Home Phone

(918) 214-4526

Work Phone

(918) 977-7349

Email

DWLewisIT@yahoo.com

Ward Number

1

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

Bartlesville Native
OKWU Alumni Class of 2012: BS of Mathematics, minor in Chemistry
Phillips 66 Company Research Center Employee

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

Bartlesville Police Explorers - 4 years
Washington County Youth Court - 4 years

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

Update library to modern technology and media to exfiltrate knowledge to patrons
Provide a secure and safe space for all people
Create a new place of community

Agenda Item ___
March 28, 2019
Prepared by Community Development Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Appointment of Ms. Kinder Shamhart to fill an unexpired term on the Board of Adjustment (BOA).

Attachments:
Ms. Shamhart's application to serve on the BOA

II. STAFF COMMENTS AND ANALYSIS

Ms. Shamhart is a licensed attorney, small business owner and active community leader who is eager to serve the city in a larger capacity. She would fill the unexpired term of Zachary Merciez, who resigned from the BOA and whose term was set to expire in October 2021.

III. RECOMMENDED ACTION

Staff recommends the appointment of Ms. Kinder Shamhart to fill the unexpired term of Zachary Merciez on the Board of Adjustment at the April 1, 2019 City Council meeting.

Lisa R. Beeman

From: Elaine Banes
Sent: Wednesday, March 27, 2019 8:26 AM
To: Lisa R. Beeman
Cc: Kelsey D. Walker
Subject: FW: New submission from Application for City Boards, Commissions, Committees & Trust Authorities

An Application for BOA for your consideration.

Thank you,

Elaine Banes
Executive Assistant
City of Bartlesville
401 S. Johnstone Ave.
Bartlesville, OK 74003
918-338-4282
rebanes@cityofbartlesville.org

city of bartlesville
CONNECTED/CREATIVE/VIBRANT

From: ian@bitbrilliant.com <ian@bitbrilliant.com>
Sent: Tuesday, March 26, 2019 11:02 PM
To: Elaine Banes <rebanes@cityofbartlesville.org>
Subject: New submission from Application for City Boards, Commissions, Committees & Trust Authorities

Please check the ones you wish to serve on:

- City Board of Adjustment

Name

Kinder Shamhart

Address

5581 Terri Ct
Bartlesville, OK 74006
Map It

Home Phone

(918) 766-3797

Work Phone

(918) 766-6346

Cell Phone

(918) 766-3797

Email

kinder@kindershamhartlaw.com

Ward Number

1

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

I have resided in Bartlesville for approximately 13 years. I have been a licensed attorney for 10 years and, in 2011, I established my law practice in Bartlesville. As a volunteer, I would bring experience as a licensed professional and a small business owner.

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

I have served several terms as an officer of the Washington County Bar Association, am an active member at Adams Blvd. Church of Christ, and volunteer frequently at Ranch Heights Elementary. In May, I will be a graduate of Leadership Bartlesville, Class 28.

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

I have enjoyed the opportunity to learn about our city government through Leadership Bartlesville and believe I believe that I have a skill set that may be beneficial to the board. I am eager to serve our city in a larger capacity and join in the efforts towards appropriate growth and development.

city of bartlesville
CONNECTED / CREATIVE / VIBRANT

Agenda Item ___
April 1, 2019
Prepared by Shellie McGill
Library

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

City Council reappointment of Brittany Hess and Tyler Hartzell to the Bartlesville Public Library Board.

Attachments:

II. STAFF COMMENTS AND ANALYSIS

I recommend the reappointment of these two Board Members. Mr. Hartzell is currently the Board Chairman. Both are IT specialists and have worked with the City's IT Department to get additional security added.

Mr. Hartzell and Ms. Hess are active members on the Library Board and are excited with the Library's programs and services for the Bartlesville community. We are pleased to have their expertise.

III. RECOMMENDED ACTION

City Council's approval for the reappointment of Brittany Hess and Tyler Hartzell to the Bartlesville Public Library Board.

Agenda Item ___
March 27, 2019
Prepared by Community Development Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Reappointment of Ms. Andrea Nightingale to three-year term on the City Planning Commission (CPC).

Attachments:
Ms. Nightingale's application to serve on the CPC

II. STAFF COMMENTS AND ANALYSIS

Ms. Nightingale was first appointed to the City Planning Commission in March 2018 to fill the unexpired term of Trevor Dorsey. She is eligible to serve an additional term and has indicated her willingness to do so. This re-appointment would be a three-year term.

III. RECOMMENDED ACTION

Staff recommends the reappointment of Ms. Andrea Nightingale to a three-year term on the City Planning Commission at the April 1, 2019 City Council meeting.

- City Planning Commission

Name

Andrea Nightingale

Address

1208 Larkspur DRive
Bartlesville, Oklahoma 74006
Map It

Work Phone

(918) 661-1597

Cell Phone

(918) 346-7094

Email

Andrea.Nightingale@cop.com

Ward Number

5

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

My degree in Industrial Engineering & Management from Oklahoma State University together with my professional exp at ConocoPhillips in project management, process improvement and strategic planning provide a beneficial impact to tl Planning Commission. I have brought strengths in communication, teamwork and problem solving that I believe have h positive impact on other boards and programs (listed below) I have previously and/or am currently involved in.

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

Leadership Bartlesville Class 16, 2007
City of Bartlesville Park Board, 2007-2009
Leadership Bartlesville Co-Chair, 2011-2014
Bartlesville Re-Branding campaign Co-Lead, 2015
United Way CIC, 2014-2016
ConocoPhillips United Way campaign chair, 2016
Boys & Girls Club of Bartlesville Board, 2013 to present
- Resource Development Chair, 2015 to present
- Vice-President, 2018
Bartlesville First Baptist Church, member 2005-present
- Personnel Committee, 2016 to present
- The Bridge (5th-6th) youth leader

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

I am passionate about progress and development in Bartlesville. I would be excited and honored to serve on the City P Commission to support and further the recent economic development in Bartlesville.

CONFIDENTIALITY NOTICE

This message and any included attachments are intended only for the use of the individual or entity to which it is intended and may contain information that is privileged, confidential and exempt from disclosure under applicable law. Unauthorized forwarding, printing, copying, distribution, or use of this information is strictly prohibited and may be unlawful. If you are not the intended recipient, please promptly delete this message and notify the sender of the delivery error by e-mail or you may notify postmaster@cityofbartlesville.org of the error.

Agenda Item 7.c.i.
March 25, 2019
Prepared by Community
Development Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action on an ordinance amending Chapter 3, Article I of the Bartlesville Municipal Code to establish requirements to keep and maintain chickens or laying hens in single-family residential areas.

Attachments:

Proposed changes to current ordinance.
Proposed ordinance.

II. STAFF COMMENTS AND ANALYSIS

Earlier this year, Councilman Gentges and I met with a small group of citizens concerning the City's current regulations on the keeping or raising of poultry in residential districts. After further discussion and information on peer city regulations concerning this issue, Councilman Gentges prepared the attached ordinance which would amend Chapter 3, Animals, of the City's Municipal Code to permit chickens or laying hens within a single-family residential district provided such animals do not exceed number and location restrictions. More specifically, the proposed ordinance would limit the number to six (6) adults and fourteen (14) chicks under the age of eight (8) weeks, and would limit the location to a point which is at least fifty (50) feet to any adjoining residence. Roosters are prohibited by this ordinance.

III. RECOMMENDED ACTION

Please place this proposed ordinance on the City Council April 1 agenda for consideration and possible action.

Chapter 3 – ANIMALS

ARTICLE I. - GENERAL PROVISIONS

Sec. 3-1. - Related laws; Compliance required.

A. No person owning or having in his custody any animal shall violate any laws, rules, or regulations of the State applicable thereto. Where provisions of the laws, rules, or regulations of the State are less restrictive than the provisions of this Code, the latter shall govern.

B. Nothing in this chapter shall be construed to permit any person to possess, keep or maintain any animal in violation of the zoning ordinances or any other ordinance of the city.

C. ~~No outdoor quadrupeds or bipeds, except dogs and cats, shall be kept without prior approval of the board of adjustment as a special use permit pursuant to the provisions of the Bartlesville Metropolitan Zoning Regulations. Provided, however, no such approval shall be granted for any dangerous animal as defined in Article 3 of this chapter.~~ No person shall own or have, keep, or maintain in his custody any animal, other than a domesticated companion animal, within the City of Bartlesville, except as provided in this Chapter.

D. All fees, license and permits related to this chapter shall be established by resolution of the city council of the City of Bartlesville.

(Ord. No. 3008, 4-26-99; Ord. No. 3183, § 1, 10-3-05)

Sec. 3-5. - Livestock and domestic fowl.

A. No person shall allow or permit any livestock to graze or be herded in the streets, alleys, parking lots, and parks within the city.

B. ~~It is unlawful for any person to construct or maintain a poultry house or pen for the raising or keeping of chickens or any other poultry within one hundred (100) feet of any house or building used for residential purposes, situated on any adjoining lot or plot of ground, in the city.~~ Poultry kept in areas zoned for residential agricultural district (RA) must be in pens or buildings located at least one hundred (100) feet from an adjoining property line.

Poultry kept in single-family residential districts (RS) shall not exceed six (6) adults and fourteen (14) chicks under the age of eight (8) weeks and no roosters shall be kept. The fowl must be kept in a building which at its nearest point is no closer than fifty (50) feet to any adjoining residence.

C. It is the duty of the owner or person in charge of such domestic fowl to keep the same securely confined in a suitable pen, coop, building, or enclosure. Any such fowl found running at large shall be deemed prima facie evidence that the owner or person in charge has failed to comply with the provisions of this section.

~~(Ord. No. 3008, 4-26-99)~~

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 3, ARTICLE I OF THE BARTLESVILLE MUNICIPAL CODE TO ESTABLISH REQUIREMENTS TO KEEP AND MAINTAIN CHICKENS OR LAYING HENS IN SINGLE FAMILY RESIDENTIAL AREAS.

WHEREAS, the City of Bartlesville wishes to amend the Municipal Code relating to keeping and maintaining of poultry within the city limits.

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

Section 1. That Section 3-1(C) of Article I, Chapter 3 of the Bartlesville Municipal Code shall be amended to read as follows:

C. No person shall own or have, keep, or maintain in his custody any animal, other than a domesticated companion animal, within the City of Bartlesville, except as provided in this Chapter.

Section 2. That Section 3-5 of Article I, Chapter 3 of the Bartlesville Municipal Code shall be amended to read as follows:

Sec. 3-5. - Livestock and domestic fowl.

A. No person shall allow or permit any livestock to graze or be herded in the streets, alleys, parking lots, and parks within the city.

B. Poultry kept in areas zoned for residential agricultural district (RA) must be in pens or buildings located at least one hundred (100) feet from an adjoining property line.

Poultry kept in single-family residential districts (RS) shall not exceed six (6) adults and fourteen (14) chicks under the age of eight (8) weeks and no roosters shall be kept. The fowl must be kept in a building which at its nearest point is no closer than fifty (50) feet to any adjoining residence.

C. It is the duty of the owner or person in charge of such domestic fowl to keep the same securely confined in a suitable pen, coop, building, or enclosure. Any such fowl found running at large shall be deemed prima facie evidence that the owner or person in charge has failed to comply with the provisions of this section.

PASSED by the City Council and **APPROVED** by the Mayor of the City of Bartlesville, Oklahoma this ____ day of April, 2019.

_____
Dale Copeland, Mayor

Attest: _____
City Clerk (Seal)

Type t

Agenda Item 7.d.i.
March 25, 2019
Prepared by Nancy Warring, Grants Administrator
Administration

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider approval of a resolution supporting the Wyland National Mayor's Challenge for Water Conservation.

Attachments:
Proposed Resolution

II. STAFF COMMENTS AND ANALYSIS

This is the eighth year for the Wyland National Mayor's Challenge for Water Conservation. It is held every year during Earth Month (April 1-30) and is a competition among cities to see who can have the greatest percentage of residents take a pledge to conserve water and energy and reduce pollution.

The challenge is designed to encourage conservation in the United States. It was created to reward residents for positive conservation behavior, provide immediate feedback with real time city by city results that can be measured against their neighboring cities, set goals to promote positive changes in consumer behavior and put a spotlight on public role models to encourage behavioral change.

Bartlesville participated in 2015 and 2018 and is registered to participate this year. We have been provided with a toolkit containing promotional materials and ideas for making the challenge a success locally. The month-long campaign will end on April 30, but the modified consumer behaviors will hopefully last throughout the year and beyond.

III. RECOMMENDED ACTION

Staff recommends approval of a resolution to support the Wyland National Mayor's Challenge for Water Conservation.

RESOLUTION NO. _____

A RESOLUTION SUPPORTING THE WYLAND NATIONAL MAYOR'S CHALLENGE FOR WATER CONSERVATION.

WHEREAS, the City of Bartlesville continues to explore ways to manage water wisely, to conserve energy, and to inspire residents to care for our natural resources; and

WHEREAS, the eighth annual National Mayor's Challenge for Water Conservation presented by the Wyland Foundation and Toyota, with support from the U.S. EPA WaterSense, The Toro Company, National League of Cities, Conserva Irrigation, and Earth Friendly Products (makers of ECOS), is a healthy, non-profit competition for cleaner communities and a water use and pollution reduction competition between our cities; and

WHEREAS, residents may register their participation in Bartlesville's Challenge, online, by making simple pledges to decrease their water and energy use and to reduce pollution for a period of one year; and

WHEREAS, from April 1-30, 2019, the City of Bartlesville wishes to inspire its residents and its neighboring communities to take the "Wyland National Mayor's Challenge for Water Conservation" by making a series of online pledges at mywaterpledge.com to reduce their impact on the environment and to see immediate savings in their water, trash, and electricity bills.

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

1. That the City of Bartlesville agrees and supports the "Wyland National Mayor's Challenge for Water Conservation" emphasis.

2. That the program is to be implemented from April 1-30, 2019, through a series of communication and outreach strategies to encourage Bartlesville's 36,000 residents to take the conservation "Challenge".

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF BARTLESVILLE, OKLAHOMA, THIS 1ST DAY OF APRIL, 2019.

_____

Mayor Dale Copeland

Agenda Item 7.d.ii
March 25, 2019
Prepared by Community
Development Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A Resolution Proclaiming April as Fair Housing Month in the City of Bartlesville

Attachments:
A Resolution Proclaiming April as Fair Housing Month in the City of Bartlesville

II. STAFF COMMENTS AND ANALYSIS

As a recipient of Community Development Block Grant (CDBG) funds, we are to demonstrate that we are affirmatively furthering fair housing on a continual basis within the City of Bartlesville. As part of that effort, we have adopted a Fair Housing Ordinance that is enforced on a complaint basis by the Community Development Department. We ensure that building construction meets the seven basic design and construction requirements for accessibility where applicable. We share information from the U.S. Department of Housing and Urban Development on our social media outlets to educate and inform the public on the importance of fair housing in community development and share information through posters and flyers from out office during the month of April.

We are required to pass a Fair Housing Resolution which proclaims April as Fair Housing Month in the City of Bartlesville, which mirrors the National Fair Housing Month. Attached is a resolution which proclaims April as Fair Housing Month in the City of Bartlesville to meet this CDBG requirement.

III. RECOMMENDED ACTION

The City Council is requested to adopt said Resolution at its April 1, 2019 regular meeting.

A RESOLUTION PROCLAIMING APRIL AS FAIR HOUSING MONTH IN THE CITY OF BARTLESVILLE.

WHEREAS, *April 11th, 2019 will mark the 51th anniversary of the U.S. Fair Housing Law, Title VIII of the Civil Rights Act of 1968, as amended which sought to eliminate discrimination in housing opportunities and to affirmatively further housing choices for all Americans; and*

WHEREAS*, the ongoing struggle for dignity and housing opportunity for all is not the exclusive province of the Federal government; and*

WHEREAS, *in 1996 the City Council of the City of Bartlesville adopted a Fair Housing Ordinance, solidifying its commitment to the spirit of nondiscrimination; and*

WHEREAS, *the City Council has further designated the Bartlesville Board of Adjustment as the Fair Housing Council and requests that any person or group of persons planning activities to promote fair housing to inform the Secretary of the Bartlesville Board of Adjustment of said activities; and*

WHEREAS, *illegal barriers to equal opportunity in housing, no matter how subtle, diminish the rights of all.*

NOW THEREFORE,

In the pursuit of the shared goal and responsibility of providing equal housing opportunities for all men and women, the City of Bartlesville, Oklahoma, does hereby join in the national celebration by officially proclaiming

APRIL, 2019 as
FAIR HOUSING MONTH

and encourage all agencies, institutions and individuals, public and private, in the City of Bartlesville to abide by the letter and spirit of the Fair Housing Law.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Bartlesville, Oklahoma, to be affixed this 1st day of April, in the year of our Lord two thousand and nineteen.

_____

Dale Copeland, MAYOR

Agenda Item 7.d.iii.
March 25, 2019
Prepared by Jason Muninger. CFO/City Clerk
Accounting and Finance

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A resolution amending the budget of the City of Bartlesville, Oklahoma for Fiscal Year 2018-2019, appropriating unanticipated grant revenue.

Attachments:
P66 private grant Resolution

II. STAFF COMMENTS AND ANALYSIS

The Fire department received a private grant from Phillips 66 for radios and communication equipment and these revenues must be appropriated prior to their expenditure.

III. RECOMMENDED ACTION

Staff recommends approval of resolution to appropriate these private grant funds.

RESOLUTION _____

A RESOLUTION AMENDING THE BUDGET OF THE CITY OF BARTLESVILLE, OKLAHOMA FOR FISCAL YEAR 2018–2019, APPROPRIATING UNANTICIPATED GRANT REVENUE

WHEREAS, THE City of Bartlesville has received a private grant in the amount of $35,000.00 from Phillips 66 and;

WHEREAS, the City of Bartlesville needs to appropriate these revenues prior to their expenditure;

NOW, THERFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BARTLESVILLE, OKLAHOMA that:

The Fire Department (250) of the Restricted Revenue Fund (243) shall be increased as follows:

Tools & Equipment (53410)	$	35,000.00

APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 1st DAY OF April 2019.

_____

Mayor

Attest:

_____

City Clerk

Agenda Item 7.d.iv.
March 25, 2019
Prepared by Jason Muninger. CFO/City Clerk
Accounting and Finance

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A resolution amending the budget of the City of Bartlesville, Oklahoma for Fiscal Year 2018-2019, appropriating Insurance proceeds.

Attachments:
Insurance Proceeds Resolution

II. STAFF COMMENTS AND ANALYSIS

The City received insurance proceeds in the amount of $14,463.00 from Oklahoma Municipal Assurance Group. This was for damage sustained in a high wind event to Storm Siren. These funds must be appropriated prior to their expenditure.

III. RECOMMENDED ACTION

Staff recommends approval of resolution to appropriate these insurance proceeds.

RESOLUTION _____

A RESOLUTION AMENDING THE BUDGET OF THE CITY OF BARTLESVILLE, OKLAHOMA FOR FISCAL YEAR 2018–2019, APPROPRIATING INSURANCE PROCEEDS.

WHEREAS, THE City of Bartlesville has received insurance proceeds in the amount of $14,463.00 from OMAG and;

WHEREAS, the City of Bartlesville needs to appropriate these revenues prior to their expenditure;

NOW, THERFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BARTLESVILLE, OKLAHOMA that:

The General Services Department (170) of the CIP Sale Tax Fund (449) shall be increased as follows:

Other Improvements (55930)	$	14,463.00

APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 1st DAY OF APRIL 2019.

_____

Mayor

Attest:

_____

City Clerk

Agenda Item 7.e.i.
March 28, 2019
Prepared by Micah Siemers, P.E.
Director of Engineering
Engineering

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approve contract with Worley Consulting for design services for the Ohio, Harvard & Hazel Asphalt Rehabilitation project.

Attachments:
Worley Consulting Contract

II. STAFF COMMENTS AND ANALYSIS

One of the voter approved projects in the 2013 ½ Cent Sales Tax election was to set aside $750,000 each fiscal year for preventative maintenance street project. Each year the Street & Traffic Committee select projects for council to consider for approval as part of the capital budget. Three of the preventative maintenance street project approved as part of the FY 18-19 ½ Cent CIP capital budget are Ohio from Madison to Park Hill, Harvard from Madison to Brookline, and Hazel from Guinn to Hazel Court. These are all asphalt rehabilitation projects that will consist of mill and overlay repairs.

Staff has negotiated a contract with Worley Consulting for design services for these projects. The proposed contract price is $10,900.00 with an additional $300.00 for packaging the front end documents and bid information. The overall budget for the three projects is $516,175.00. The proposed consulting fees are just over 2% of the project budget which is well below what is typical for design services. The City of Bartlesville has previously contracted with Worley Consulting on multiple projects similar in size and scope. Contracting with Worley Consulting will allow these projects to be designed and bid quickly to get construction underway in late spring/early summer.

III. RECOMMENDED ACTION

Staff recommends approving the design services contract with Worley Consulting, including the additional $300.00 to package the front end documents and bid information for a total contract price of $11,200.00.

WORLEY CONSULTING
AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement effective as of _____ _____,2019 between City of Bartlesville ("CLIENT") and Worley Consulting ("CONSULTANT).

Whereas, the CLIENT intends to utilize CONSULTANT for the design and preparation of plans for the FY 2018-2019 Preventative Maintenance Street Project. The project is to provide the design of asphalt street overlay with edge milling on Harvard, (Brookline to Madison), Hazel, (Guinn to Hazel Ct.), Ohio, (Madison to Park Hill). The project is an Asphalt Street Overlay with full depth patching and curb replacement as needed.

The CLIENT and CONSULTANT therefor agree as follows:

ARTICLE I – DEFINITIONS AND RULES OF INTERPRETATION

A) The Agreement between CLIENT and the CONSULTANT consists of this Agreement for Professional Services and the attached Standard provisions of Agreement for Professional Services.
B) In the event of any conflict in the language of this Agreement for professional services with the standard provisions of Agreement attached hereto, the language of the standard provisions of Agreement shall control unless this Agreement for professional services specifically provides to the contrary.
C) This Agreement represents the entire and integrated Agreement between the CLIENT and the CONSULTANT and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and the CONSULTANT.
D) This Agreement shall be governed by the laws of the state of Oklahoma, not including that state's conflict of law rules.

ARTICLE II -SCOPE OF WORK

A) Consultant will prepare plans and cost estimates and review what the CLIENT at the 50% and 90% complete stages.
B) By a 50%, 90%, and 100% plan review meeting with a CLIENT and CONSULTANT will be held. The CONSULTANT will keep and distribute meeting minutes for each. The CONSULTANT will revise the plans to include the CLIENT's comments from each meeting.
C) Following revisions based on the CLIENTs comments the CONSULTANT will furnish copies of the final plans and cost estimate to the CLIENT anticipated plan sheets include the following:
    1. Cover/location map
    2. Notes page
    3. Plans (24 pages)
    4. Details page
D) CONSULTANT shall attend the pre-bid meeting, if requested by the CLIENT.
E) CONSULTANT shall assist CLIENT in answering RFI's and other field related construction questions, as needed.

F) CONSULTANT shall deliver preliminary and final plans electronically in .PDF format. Client shall reproduce plans and specifications for bidding.

G) Client desires to bid the project as soon as possible. CONSULTANT proposes the following schedule:
   1. April 22 50% Plans
   2. April 29 City Review Complete
   3. May 6 90% Plans
   4. May 13 City Review Complete
   5. May 20 100% Plans

ARTICLE III -PAYMENT PROVISIONS

A) Client shall pay CONSULTANT for services a lump sum of $10,800.00
B) Fees will be billed at the 50%, 90% and 100% Completion milestones.

ARTICLE IV -DISPUTE RESOLUTION

A) Any suit relating to any claims, disputes or other matter in question arising out of or related to this Agreement may be brought only in the district court of Washington County, Oklahoma.

ARTICLE V -ALLOCATION OF RISK

A) Percentage Share of Risk. To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damage caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual shall not exceed the percentage share that the party's negligence bears to the total negligence of the Owner, Consultant, and other negligent entities or individuals.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective date of which is indicated on page 1.

CONSULTANT:

WORLEY CONSULTING

By: Daryl Worley

Printed Name: Daryl Worley

Title: Owner

Date Signed: March 25, 2019

CLIENT:

CITY OF BARTLESVILLE, OK

By:_____

Printed Name: _____

Title:_____

Date Signed:_____

city of bartlesville
CONNECTED / CREATIVE / VIBRANT

Agenda Item 7.e.ii.
April 1, 2019
Prepared by Shellie McGill
Library

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and approve a contract between the City of Bartlesville/Bartlesville Public Library and Keleher Outdoor Advertising for billboards in May 2019.

Attachments:
Keleher Outdoor Advertising Contract

II. STAFF COMMENTS AND ANALYSIS

Each year the Bartlesville Public Library hosts the Summer Reading Program for area children and teens. This is the biggest programming event during the year. We traditionally have billboards to advertise the program during May prior to the kick-off event(s).

Funding for this item is included in our fiscal year 2019 budget for advertising. Our standing agreement with Keleher is to pay for three billboards and they will include the fourth one free.

III. RECOMMENDED ACTION

Staff recommends City Council approval of this contract.

POSTER CONTRACT

Keleher *Outdoor Advertising, Inc.*

P. O. Box 1361
Bartlesville, Oklahoma 74005

523 S Virginia
918-333-8855 FAX 918-333-8860

Advertiser: **Bartlesville Public Library**

Product/Service: Summer Reading Program

Agency: None

Date: New 3-26-2019 Renewal

Gentlemen:
We, the undersigned, hereby authorize and direct you to execute for us a Poster Advertising Display or Displays, in Cities, towns and districts specified herein upon terms and conditions of this contract as follows:

CITY, TOWN OR DISTRICT	SHOWING SIZE	REG.	ILL.	RATE PER MONTH	NO. OF MONTHS	SPECIAL INSTRUCTIONS
Bartlesville, Ok	SPCL		4	$1,650.00	1	617 SE Washington ESNF-2 0250-2 2805 E Frank Phillips SSEF 0410-2 2001 E Adams SSWF 0540-2 1 Bonus location
				$360.00		Production of 4 posters

Total this contract: $2,010.00ncluding production

This Contract begins 5-1-2019 And ends 5-31-2019

YEAR: 2019	JAN.	FEB.	MAR.	APR.	MAY	JUN	JUL	AUG.	SEP.	OCT.	NOV.	DEC
DATES ORDERED					1							
DATES RESERVED					1							

Posters furnished by:

Imprints furnished by: Advertiser

Contact: **Denise Goff** Phone 337-5363 Fax 337-5338

KELEHER OUTDOOR ADVERTISING, INC.

Salesman: Melissa Henry

Approved:

Date:

Advertiser: Bartlesville Public Library

Agency: None

Address: 600 S Johnstone
Bartlesville, Ok 74003

Signed by:

Date:

Agenda Item 7.e.iii.
January 3, 2019
Prepared by Jason Muninger. CFO/City Clerk
Accounting and Finance

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to approve a contract renewal with US Cellular.
Attachments:
Service Agreement

II. STAFF COMMENTS AND ANALYSIS

The City of Bartlesville currently seeking to renew its contract with US Cellular for cellular phones and data connectivity for smart devices. While the cost savings is only estimated at $200 per month, the City will now have a larger data package to help mitigate overages.

III. RECOMMENDED ACTION

Staff recommends the approval of the service agreement between US Cellular and the City of Bartlesville, Ok.

DocuSign Envelope ID: E4715BB4-E048-4796-A161-5FF812BFC6D9

Business U.S. Cellular

Business Customer Service Agreement prepared for:

City of Bartlesville

Submitted by:
Keri Mullen
Keri.Mullen@uscellular.com

CONFIDENTIAL

DocuSign Envelope ID: E4715BB4-E048-4796-A161-5FF812BFC6D9

BUSINESS CUSTOMER SERVICE AGREEMENT

THIS BUSINESS CUSTOMER SERVICE AGREEMENT including all Exhibits attached hereto (this "Agreement"), dated March 12, 2019 (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, is located.

(c) "Service(s)" means each and every wireless service (including, without limitation, telecommunication, voice, and data services) and Business Solutions 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 are attached hereto as

Exhibit A. Such maps may be updated periodically by USCC. For greater coverage detail and for the most up to date coverage maps, Customer may refer to uscellular.com/coverage. 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 line of Service must be used in USCC's licensed markets. No more than 400 MB of Customer's data usage in any month on each line of Service 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) Business Solutions Services. Business Solutions Services is a subset of Services. Business Solutions Services consists of Internet of Things ("IoT") and Value Added Services ("VAS"). IoT and VAS are Services where data is transmitted over USCC's network between or among devices (including wireless devices, modems, computer servers, or other machines) and between devices and application servers in the cloud with limited to no manual administration, supervision, or intervention and which may or may not require additional Equipment. If Customer utilizes any Business Solutions Services, the requirements for use of such Services including data rates, equipment, and service-specific terms and conditions, shall be set forth in Exhibit B. Business Solutions Services are also governed by any applicable third party terms and conditions. Business Solution Services may require third party equipment, third party services such as software-as-a-service ("SAAS"), and/or the acceptance by Customer of third party end-user license agreements. 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 third party equipment or services that are approved by USCC for use on its network. USCC may prohibit standard wireless devices and equipment from being activated on IoT lines.

(f) Wireless Priority Service. USCC is under contract with CSRA Inc. ("CSRA"), 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 CSRA 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) Services offered by USCC may be subject to specific terms and conditions. Those additional terms and conditions are included in the applicable brochure or material for that specific Service and are incorporated herein and made a part of this Agreement.

3. EQUIPMENT.

(a) USCC will sell Equipment to Customer at the prices set forth in Exhibit B or Exhibit E 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 plan for any of its then-existing Equipment to any other Service plan set forth on Exhibit B or Exhibit D, provided that such Equipment is compatible with the chosen Service plan.

(d) For Business Solutions Services, Customer may only utilize Equipment sold by or otherwise provided by USCC, or in the case of Equipment that is obtained directly from a third 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.

4. CUSTOMER SUPPORT.

USCC will provide Customer with customer support as set forth in Exhibit C.

5. RATES AND CHARGES.

(a) Customer shall pay for Service and Equipment at the rates set forth in this Agreement. 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 and/or Equipment offered by USCC for which rates and charges are not set forth in this Agreement then upon request from Customer, USCC may provide to Customer a written offer setting forth the applicable rates and charges therefor. If Customer accepts the rates and charges, USCC shall provide the Services and/or Equipment and the provision of such shall be controlled by the terms of this Agreement.

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.

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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 Business Solutions 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 two years 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. The Initial Term and any subsequent Renewal Terms shall collectively be known as the "Term".

(b) Termination. Either party (the "Non-defaulting 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 Non-defaulting Party notifies the Defaulting Party in writing of such breach. Additionally, USCC may terminate this Agreement at any time if it ceases to provide Service in Customer's Home Market. Monthly recurring charges for Services shall be prorated to coincide with the termination date and depending on the type of Service and usage incurred during the month of termination, such a proration may result in Customer incurring overage charges.

(c) Early Termination Fees. If this Agreement is terminated for any reason during the Term other than for a breach by USCC or due to USCC ceasing to provide Service in Customer's Home Market, Customer may be assessed an early termination fee ("ETF"). Customer's request to port any number will be considered notice to USCC to terminate Service immediately. The ETF shall be $150.00 per line for basic phones, modems, hotspot devices and $350.00 per line for smartphones, tablets, and Equipment utilized on Business Solutions Services lines. Regardless of the start and end date of the Term of this Agreement, the ETF will be prorated over twenty-four months starting from the date of initial activation of the Equipment in accordance with the following: an ETF of $350.00 for a 24 month 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 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). ETF's of any different amount or for a different term length will be specifically set forth in Exhibit E. Notwithstanding 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. Exhibit B may state additional requirements for ETF's associated with Equipment on Business Solution Services 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

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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 THE ACCURACY, TIMELINESS OR CONTINUED AVAILABILITY OF ANY 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 SERVICE PROVIDED BY ANY THIRD PARTY 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.

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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: Keri Mullen
4700 S Garnett
Ste. 100
Tulsa, OK 74146

Customer:
Attn: Karen Tanner
401 S Johnston Ave
Bartlesville, OK 74029

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

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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. PRIVACY/ACCEPTABLE USE/COPYRIGHT

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USCC may collect, process and share personal information about Customer or Customer's account consistent with USCC's privacy policy, available at www.uscellular.com, without further specific notice to Customer. Customer can also view USCC's acceptable use and copyright policies at www.uscellular.com. Customer authorizes and consents to allow USCC and/or its third party collection agencies to contact Customer regarding Customer's account status. Such contact may be made by live persons or pre-recorded messages to any mailing address, telephone number, wireless telephone number, e-mail address or any other electronic address that Customer provides. Customer agrees that such contact may be made by an automatic telephone dialing system, automatic e-mailing system or any other automatic electronic messaging system.

* * * * *

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

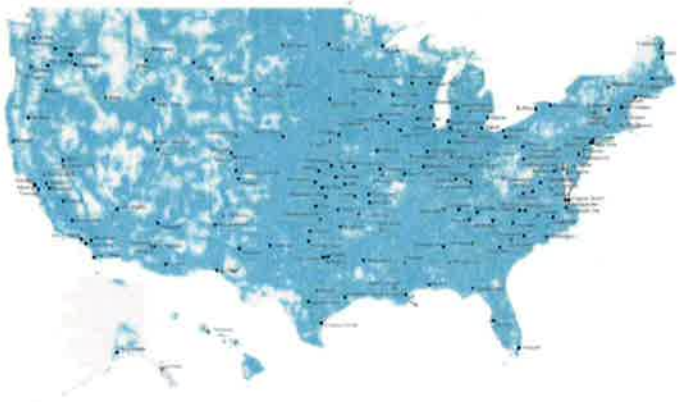
USCC SERVICES, LLC	**CITY OF BARTLESVILLE**
By: DocuSigned by: Keri Mullen C371E696041B442...	By: _____
Name: Keri Mullen	Name: _____
Title: BASM	Title: _____
Date 3/12/2019 | 11:42 AM CDT	Date _____

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

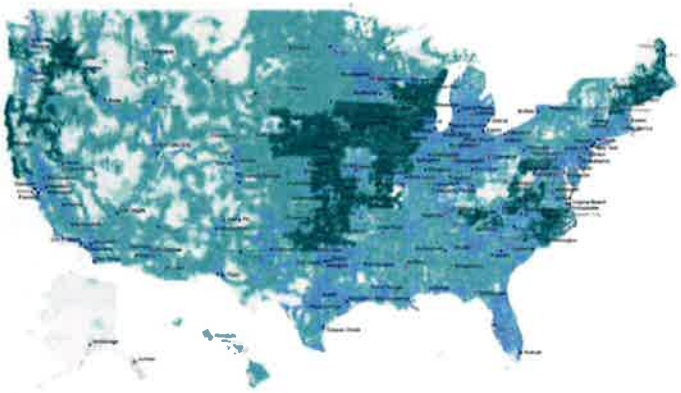
EXHIBIT A

CURRENT COVERAGE MAP

National Voice Coverage



National Data Coverage



National Voice Coverage

- National Coverage Area
- No Coverage

National Data Coverage

- 4G LTE™ Coverage*
- 4G LTE Partner Coverage*
- 3G Data Coverage
- Standard Partner Coverage
- No Coverage

* Compatible device required.

Maps depict an approximation of coverage. Actual coverage may vary. For the most up-to-date coverage, visit us at uscellular.com/maps. 4G LTE is not available in all areas. See uscellular.com/4G for complete coverage details. 4G LTE service may be provided through King Street Wireless, a partner of U.S. Cellular. LTE is a trademark of ETSI.

Terms and conditions apply. See Associate for details or visit uscellular.com.

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EXHIBIT B

Business Solutions Services

IoT Rate Plans			
IoT Subscriber Plan Name	**Data Allowance**	**MRC***	**Overage Charges**

**monthly recurring charge*

Business Solutions Equipment purchased from USCC		
Model and/or Description	**Equipment Retail Price**	**Price with 2yr. Service Agreement**

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EXHIBIT C

CUSTOMER SUPPORT

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

Account Team Contact Information:

Dedicated Local BASE:
USCC provides a **Business Account Sales Executive (BASE)** to business and government accounts for personal and local sales/service representation. These representatives work closely with customers to understand their business needs and offer solutions specifically suited to those needs. The Business Account Sales Executive 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 ongoing support.

- Keri Mullen
- Keri.Mullen@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				
Number of Lines	**Plan Description**	**Monthly Cost**	**Discounts**	**Sub-Total**
1	50 GB Shared Data	$350.00	20%	$280.00
15	Basic Phone Connection Charge Per Line	$30.00	$10	$300.00
24	Smart Phone Connection Charge Per Line	$40.00	$5	$840.00
8	Tablet Connection Charge Per Line	$10.00	NA	$80.00

Total Monthly Recurring Cost:	**$1,500.00**

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EXHIBIT E

EQUIPMENT

Subsidized Equipment Charges			
Quantity	**Description/Item ID**	**Equipment Retail Price**	**Price with 2yr. Service Agreement**
20	iPhone 7 32GB	$449.99	$0.01
1	iPhone 8 64GB	$599.00	$149.00
17	Kyocera XA	$249.99	$0.01
1	iPhone 8 Plus 64GB	$699.00	$249.00
22	10.5" iPad Pro 64GB	$779.00	$600.00
1	10.5" iPad Pro 256GB	$929.00	$650.00

Total:	**$14,248.37**

Agenda Item 7.e.iv.
March 26, 2019
Prepared by Jason Muninger
CFO/City Clerk

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to approve a lease for a three-station folder inserter and OMS500 bill print software between MailFinance Inc. and the City of Bartlesville, Ok.

Attachments:
Why Wait Program Agreement and Lease Agreement

II. STAFF COMMENTS AND ANALYSIS

The City of Bartlesville currently utilizes the software Print Machine to produce the utility bills as well as a folder inserter for in house billing. These products are at the end of their useful lives, and are due for replacement. Monthly cost of the lease $2,467.16 per month.

III. RECOMMENDED ACTION

Staff recommends the approval of the lease between the MailFinance Inc. and the City of Bartlesville, Ok.

MailFinance
A Neopost USA Company

Why Wait Program Agreement

The Neopost Why Wait program entitles you to upgrade your Neopost equipment up to 6 months prior to the end of the term of your Current Lease. Your new lease term will automatically commence and billing will begin after your Current Lease has reached the end of its current Term. The transition from your Current Lease to the New Lease will be seamless.

By electing to participate in this program, you agree to the following:

- You agree to continue making payments on lease number H13012095B through the end of its Initial Term or, if applicable, the current Renewal Term.
- The term of the new lease, being signed concurrently with this agreement, ("New Lease") will commence when the Current Lease reaches the end of its Initial Term or, if applicable, the current Renewal Term.
- The Products that are subject to the Current Lease will be replaced with the Products identified in the New Lease for the remainder of the Current Lease's Initial Term or, if applicable, the current Renewal Term.
- The replaced products must be returned to Us within thirty (30) days of the effective date of this agreement.

Company: City of Bartlesville

Signature: _____

Name (printed): _____

Title: _____

Date: _____

Company: MailFinance Inc.

Signature : _____

Name (printed): _____

Title: _____

Date: _____

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

WSCA/NASPO - PURCHASE ORDER - LEASE

WSCA/NASPO: ADSPO16-169901

To:
MailFinance Inc.
478 Wheelers Farms Road
Milford, CT 06461
800-881-6245

SHIP TO:
City of Bartlesville
401 S Johnstone Ave
Bartlesville, OK 74003-6619

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
		DS85i 3 Station Folder Inserter & OMS500 Solution w/ Renewals		$2,467.16 per month

PRICING BASED ON STATE OF OKLAHOMA CONTRACT SW1008N. $2,467.16 PER MONTH, BILLED QUARTERLY, PRICING BASED ON 60 MONTHS. 12 MONTHS W/ 4 RENEWAL PERIODS. Lease includes Maintenance, Hardware, Software & Renewals

SUBTOTAL	
SALES TAX	n/a
SHIPPING & HANDLING	n/a
TOTAL	$2,467.16 per month

1. Order is governed under the terms and conditions of the WSCA/NASPO Master Price Agreement Contract Number ADSPO16-169901 Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
2. Payments will be sent to:
   MailFinance
   Dept. 3682
   PO Box 123682
   Dallas, TX 75312-3682
   Federal ID Number: 94-2984524
3. Send all correspondence to:
   MailFinance Inc.
   478 Wheelers Farms Road
   Milford, CT 06461
   Phone 203-301-3400 Fax: 203-301-2600

Authorized by Date

Print Name and Title

Agenda Item 7.e.v.
March 26, 2019
Prepared by Jason Muninger
CFO/City Clerk

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to approve a copier lease and maintenance agreement with R.K. Black and Cannon Financial
Attachments:
Service Agreement and Lease Agreement

II. STAFF COMMENTS AND ANALYSIS

The City of Bartlesville currently seeking to restructure its service and equipment agreements with R.K. Black to help drive down cost and ensure machine quality. We are estimating more than a $1,000 a month savings by the restructuring.

III. RECOMMENDED ACTION

Staff recommends the approval of the Service agreement and lease between the R.K. Black Inc., Cannon Financial and the City of Bartlesville, Ok.

Current Situation

Canon Financial Lease #1 $4,225.22/Mo.

Canon Financial Lease #2 $ 426.00/Mo.

Service on all Canon units serviced by RK Black $450.00/Mo. *(Avg. Monthly Volume 42,757)*

(Present Contract-$450.00/Mo. Includes 60,000 B/W Images/Mo. and Overages billed @ $0.0075, Color @ $0.065 on all unit except utility billing invoice unit. ID# 36067 has no base with B/W overages @ $0.0084, Color @ $0.0714.)

Monthly Expenditure **$5,101.22**

Color images $2,698.80 est.

Total Monthly Expenditure **$7,800.02**

Proposed Solution

Lease on Canon units in place of Canon Financial Lease #1 & #2

$4,646.62 *(63 Month Lease Term)*

Service on all Canon units placed by RK Black listed on previous page and attached Service Agreement. $2,111.30/Mo. (43,000 B/W Images/month & 43,000 Color Images/month)

(Future Contract-$6,333.90/Qtr, Includes 129,000 B/W Images/Qtr. With overages billed at $0.0072/Image and 129,000 Color Images/Qtr. With overages billed @ $0.0433)

Total Monthly Expenditure **$6,757.92/Mo.**

Difference **$1,042.10/Mo.**

**Does not include applicable taxes or any shipping charges.

RK. Black, Inc.

4111 Perimeter Center Place, Oklahoma City, OK 73112 (405) 943-9800
406 W. Main, Suite 100, Norman, OK 73069 (405) 321-5900
Weatherford, OK 73096 (800) 364-0709

Service Agreement

INSTALLED AT

Company Name			
City of Bartlesville, Oklahoma			
Street Address		Suite #	
401 S. Johnstone Ave.			
City	State	Zip	
Bartlesville	OK	74003	
Authorized Signer	Email		
Jason Munninger	jmunnunger@cityofbartlesville.org		
Phone #	Fax #		
918-338-4200	918-338-4279		

BILL TO

Company Name			
same			
Mailing Address		Suite #	
401 S. Johnstone Ave.		same	
City	State	Zip	
Bartlesville	OK	74003	
Accounts Payable Contact	Email		
Karen Tanner	kmtanner@cityofbartlesville.org		
Phone #	Fax #		
918-338-4212	918-338-4279		

Installation and Service Agreement Options: Appropriate categories must be initialed by Client in the block to the left of the option

	Initial Connectivity	Up to 6 work stations or 3 hours at no cost at time of installation (**$90** / hour thereafter).
	Accept Connectivity	Includes 1 year of connectivity support beyond the initial installation (**$400** / year).
	Decline Connectivity	Current non agreement per call rate is **$125** / hour plus **$30** trip charge for Zone 1 coverage.
	TotalCare Coverage	Includes Parts, Labor, Travel & Toner. Excludes Paper, Staples & Third-party Accessories.
	General Maintenance	Includes Parts, Labor & Travel only. Excludes Supplies & Third-party Accessories.
	Decline Maintenance	Client will pay for Service on a 'per call' basis at standard Parts, Labor & Travel rates.
	Purchase Line Filter	Covers damage from lightning & electrical surges not covered under above programs (**$150** ea.)

Brand / Model	Serial #	Product Description	Base Price (plus tax)	B&W Images Included	B&W Images Overage	Color Images Included	Color Images Overage	Billed Each
				0		0		Quarter

Note:

CLIENT Approval	COMPANY Approval
Subject to Service Agreement Terms & Conditions	
By: _____ **Duly Authorized Signature**	By: _____ **Duly Authorized Signature**
Printed: _____	Printed: _____
Title: _____	Title: **Service Manager**
Date: ___/___/___ P.O. # _____	Date: ___/___/___

ANY MODIFICATION TO THIS AGREEMENT MUST BE MADE IN WRITING & APPROVED BY THE CLIENT & A COMPANY SERVICE MANAGER

For Internal Use: mtmccoll@cityofbartlesville.org

Start Date ___/___/___ End Date ___/___/___ Key Operator Matt McCollough 918-338-4156

Contract # _____ Lease # _____ Tech # _____ Territory # _____ Manager _____

Form Revised: 3 / 20 / 2013

SERVICE AGREEMENT TERMS & CONDITIONS

1. AGREEMENT: You appoint us and we accept the appointment to provide the services described in this agreement with respect to the equipment listed on the face of this agreement under "Brand / Model" (the "Equipment"). You agree to all of the terms and conditions included herein and in any invoices that we send you under this agreement, which together are a complete statement of the parties' agreement regarding the Equipment (the "Agreement"). This Agreement will become effective upon signing by the parties.

2. TERM: The term of this Agreement begins on the latter of (i) the date of Equipment delivery to you, or (ii) the date that you sign this Agreement, and continues for 1 year. Upon expiration of any term, this Agreement will automatically renew for an additional 1 year term at prevailing rates in effect at the time of each renewal unless either party provides written notice of termination to the other party at least 30 days before the end of any such term. In the event of termination, you are responsible for providing us a final meter reading so we may issue a final invoice for services. If you do not provide us a final meter reading, you agree to accept our estimate based on your typical usage

3. YOUR OBLIGATIONS: You agree to maintain the Equipment in a safe, suitable operating environment to include (a) clean, consistent and appropriate power; (b) temperature between 60 & 90 degrees Fahrenheit; (c) relative humidity between 50% & 80%; and (d) a reasonable amount of space for us to make any necessary inspections or repairs. You agree to maintain these conditions at your expense. You agree to (a) allow us access to the Equipment during our normal business hours, 8 am to 5 pm, Monday through Friday, excluding holidays ("Normal Business Hours"); (b) provide accurate Equipment meter readings when requested by us; and (c) to pay us for

4. EQUIPMENT INSPECTION: We are responsible for inspecting each item of Equipment within 30 days of assuming service responsibility. If the inspection reveals that any item of Equipment is not in safe or normal operating condition, we will notify you within the next 30 days (or such shorter period as is necessary to avoid material risk of personal injury or property damage), and you will be responsible for bringing that item into safe and normal operating condition. If you request us to do so, we will make necessary repairs in accordance with our standard rates then in effect for such service. We will not be required to provide maintenance services for any item of Equipment that you do not maintain in a safe and normal operating condition.

5. GENERAL MAINTENANCE: If you selected the General Maintenance Plan, we will provide parts, labor, preventative maintenance & travel during our Normal Business Hours. General Maintenance does not include toner, image and fusing kits, paper or staples. If, in our reasonable discretion, the Equipment needs chronic, excessive repair ("Nonconforming Equipment"), we will notify you and we will no longer be responsible for service under this Agreement.

6. TOTALCARE COVERAGE: If you selected the TotalCare Plan, you will receive the General Maintenance services plus a reasonable supply of toner (based on your typical monthly copy volume & manufacturer's projected toner yield). You are responsible for purchasing your own paper and staples. Upon request, we will ship you toner in quantities consistent with your actual use. All toner remains our property until used in the Equipment. If we determine in our reasonable discretion that you have requested an excessive amount of toner, we reserve the right to reduce the amount to be shipped or to charge you for the excess toner, in which case you agree to pay us for the excess toner at our normal retail price. Upon termination of this Agreement, you agree to return unused toner or to pay us for it at our normal retail price.

7. CONNECTIVITY & LINE FILTER: If you selected the Annual Connectivity Option, we will provide 1 year of Connectivity Support beyond the initial installation. Annual Connectivity Support includes installation and configuration of workstations or servers for print / scan / fax software, reinstallation, troubleshooting of compatibility issues, and end user training. Annual Connectivity Support does not include any network transport media issues, server or workstation operating system configuration or modification, custom integration with any third party software or hardware, or support for any workstation not physically located at your site. If you purchased a Line Filter, your rights and remedies relating to your use of the Line Filter are provided by the manufacturer's warranty.

8. CHARGES: We will invoice you in advance on a periodic basis for the amount listed on the face of this Agreement under "Base Price", and in arrears for any Black & White or Color images that exceed the number of images included, if any, in the Base Price, at the "per image" rate specified under "Overage". For purposes of this Agreement, 2-sided images and/or images on paper larger than legal size (8.5" X 14") will count as two images. Charges for maintenance services not covered by this Agreement will be invoiced at our standard parts and labor rates in effect at the time the service is performed. Images made on loaner equipment will be charged at the rate listed on the face of this Agreement. Sales Tax: You agree to pay sales tax on service billings as required by Oklahoma law. Freight: You agree to pay freight for supplies provided to you under a TotalCare Plan at a rate equal to 3% of the sum of the Base and Overage amounts invoiced. If you have any delinquent invoices for products or services that we sell or lease to you, we may refuse to provide service to you and/or terminate this Agreement and any other Agreement that we have with you. You agree to pay us all costs of collection, including reasonable attorneys' fees. Delinquent invoices will bear interest at the rate of 1.5% per month until paid.

9. SERVICE EXCLUSIONS: We may decline to provide maintenance services with respect to the following: (a) any service for Equipment not identified on the face of this Agreement under "Brand / Model" or not subsequently approved by us in writing for coverage under this Agreement; (b) any Nonconforming Equipment; (c) any maintenance or repair service to be provided by you; (d) Equipment that you have moved to a location deemed unreasonable by us; (e) any service or downtime caused by (i) a condition that was triggered or subject to a product recall, (ii) a design, specification or instruction provided by you or your representative, (iii) your failure to fulfill your responsibilities under this Agreement, (iv) the failure of anyone other than us to comply with our written instructions or recommendations, (v) your combining the Equipment with any incompatible item, (vi) any alteration or improper storage, handling, use or maintenance of any part of the Equipment by anyone other than us, (vii) design or manufacturing defects in any items, (viii) anything external to the Equipment not being serviced by us including, without limitation, a building or structural deficiency, power surge, fluctuation or failure, and air conditioning failure, or (ix) anything beyond our reasonable control other than service necessitated by normal Equipment usage.

10. DEFAULT & REMEDIES: If you default in the performance of any of your obligations under this Agreement or any other agreement with us, we may (a) enforce this Agreement, (b) recover damages for the default, and (c) exercise any other remedy available to us. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorneys' fees and actual costs and expenses of collection. You agree that any delay or failure by us to enforce our rights under this Agreement does not prevent us from enforcing our rights at a later time. No remedy set out in this paragraph is intended to be exclusive. Each remedy will be cumulative but only to the extent necessary for us to recover from you what you owe us.

11. DISCLAIMER OF WARRANTY / LIMITATION OF LIABILITY: WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, RELATED TO THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR RELATED TO THE LINE FILTER, INCLUDING WITHOUT LIMITATION THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.

12. THIRD PARTY SOFTWARE: Despite any other terms and conditions of the Agreement, you agree that this Agreement does not provide service for any third party software that may be delivered with or installed on the Equipment. You agree that your use of such third party software is governed by the terms and conditions of the end user license agreement for the third party software.

13. ASSIGNMENT: You will not assign any of your rights or obligations under this Agreement without our prior written consent, which will not be unreasonably withheld. We may assign our rights and obligations under this Agreement without obtaining your permission. This Agreement will inure to the benefit of and be binding upon the successors and permitted assigns of the parties. This Agreement, together with any invoices we send you, constitutes the entire Agreement of the parties with respect to its subject matter. This Agreement supersedes any and all other agreements, either oral or written, between the parties regarding the subject matter of this Agreement.

14. CONSENT TO LAW, JURISDICTION & VENUE: This Agreement, including amendments and related invoices, will be governed by and construed in accordance with Oklahoma law, without giving effect to any principle of conflicts of law or choice of law. The parties agree that the venue for any legal action arising out of this Agreement will be in Oklahoma County, Oklahoma. If any provision of this Agreement is declared unenforceable, the other provisions herein

15. DISPUTE RESOLUTION: Either party will have the right to cause any dispute between us to be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association or the rules of such other recognized third party as the parties may agree. The decision to refer a dispute to arbitration will not preclude either of us from seeking appropriate injunctive relief in court if necessary to prevent irreparable harm. The prevailing party in any legal or arbitration proceeding will be entitled to recover all of its costs and expenses, including reasonable attorneys' fees.

Client Initials:		Date:	/ /

Canon

CANON FINANCIAL SERVICES, INC. ("CFS")
Remittance address: 14904 Collections Center Drive
Chicago, Illinois 60693 (800) 220-0200

MUNICIPAL FINANCE AGREEMENT

CFS-1045 (05/17)

CFS' AGREEMENT NUMBER

CUSTOMER (FULL LEGAL NAME) City of Bartlesville, Oklahoma	DBA		("Customer")	PHONE (918) 338-4200
BILLING ADDRESS 401 S. Johnstone Ave.	CITY Bartlesville	COUNTY Washington	STATE OK	ZIP 74003
EQUIPMENT ADDRESS 401 S. Johnstone Ave.	CITY Bartlesville	COUNTY Washington	STATE OK	ZIP 74003

EQUIPMENT INFORMATION			NUMBER AND AMOUNT OF PAYMENTS	
Quantity	Serial Number	Make/Model/Description	Number of Payments	Total Payment *
		see Equipment Schedule	63	4,646.62
TERM: 63 months		**PAYMENT FREQUENCY:** ☑ Monthly ☐ Quarterly ☐ Other:		* Plus Applicable Taxes

THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER EXCEPT AS DESCRIBED IN THE FISCAL FUNDING PROVISION HEREIN. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE EXECUTION OF THIS AGREEMENT ON BEHALF OF CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN. THE UNDERSIGNED HAS READ, UNDERSTANDS AND HEREBY AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

ACCEPTED

CANON FINANCIAL SERVICES, INC.

By: _____

Title: _____

Date: _____

AUTHORIZED CUSTOMER SIGNATURE

By: X _____ Title: _____

Printed Name: _____ Email Address: _____

By: X _____ Title: _____

Printed Name: _____ Email Address: _____

ACCEPTANCE CERTIFICATE

To: Canon Financial Services, Inc. ("CFS")

Customer certifies that (a) the Equipment referred to in this Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to Customer, and (d) the Equipment is irrevocably accepted by Customer for all purposes under this Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.

Signature: _____ Printed Name: _____ Title (if any): _____ Date: _____

TERMS AND CONDITIONS

1. AGREEMENT: CFS leases to Customer, a _____ [state name or political subdivision or agency] of _____ [State name] with its chief executive office at _____, and Customer leases from CFS, with its place of business at 158 Gaither Drive, Suite 200, Mount Laurel, New Jersey 08054, all the equipment described above, together with all replacement parts and substitutions for and additions to such equipment ("Equipment"), upon the terms and conditions set forth in this Municipal Finance Agreement ("Agreement").

2. TERM OF AGREEMENT: This Agreement shall be effective on the date the Equipment is delivered to Customer ("Commencement Date"), provided Customer executes CFS' form of acceptance ("Acceptance Certificate") or otherwise accepts the Equipment as specified herein. The term of this Agreement begins on the date accepted by CFS or any later date that CFS designates ("Agreement Date"), and shall consist of the payment periods specified above. After acceptance of the Equipment, Customer shall have no right to revoke such acceptance or cancel this Agreement during the term hereof, except as set forth herein. The term of this Agreement shall end, unless sooner terminated by CFS after an event of default or under the Fiscal Funding provision, when all amounts required to be paid by Customer under this Agreement have been paid as provided. Except as provided herein, Customer has no right to return the Equipment to CFS.

3. PAYMENTS: Customer agrees to pay to CFS, as invoiced, during the term of this Agreement, (a) the payments specified under "Number and Amount of Payments" above, and (b) such other amounts permitted hereunder as invoiced by CFS and (c) on Schedule 1 attached hereto (collectively, "Payments"). Such Payments are comprised of the principal and interest thereon. The amount of each Payment is based on the supplier's best estimate of the cost of the Equipment. Customer authorizes CFS to adjust the Payment by up to fifteen percent (15%) if the actual total cost of the Equipment, including any sales or use tax, is more or less than originally estimated. Customer's obligation to pay all amounts due under this Agreement and all other obligations hereunder shall be absolute and unconditional and is not subject to any abatements, set-off, defense or counterclaim for any reason whatsoever.

4. APPLICATION OF PAYMENTS: All Payments received by CFS from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of the charge as shown on the invoice for each such amount and among amounts having the same date in such order as CFS, in its discretion, may determine.

5. NO CFS WARRANTIES: CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT CFS HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any warranty with respect to the Equipment made by the manufacturer, dealer, or supplier is separate from, and is not a part of, this Agreement and shall be for the benefit of CFS, Customer and CFS' successors or assignees, if any. So long as Customer is not in breach or default of this Agreement, CFS assigns to Customer any warranties (including those agreed to between Customer and the manufacturer, dealer or supplier) which CFS may have with respect to any item of Equipment; provided that the scope and limitations of any such warranty shall be solely as set out in any agreement between Customer and such manufacturer, dealer, or supplier or as otherwise specified in warranty materials from such manufacturer, dealer, or supplier and shall not include any implied warranties arising solely from CFS' acquisition of the Equipment. CUSTOMER ACKNOWLEDGES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT OR ANY SCHEDULE, OR TO MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT OR THE EQUIPMENT ON BEHALF OF CFS.

6. FISCAL FUNDING: Customer warrants that it has funds available to pay Payments payable pursuant to this Agreement until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of this Agreement. The officer of Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to CFS under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to CFS for the Equipment, Customer may, upon prior written notice to CFS, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CFS, at Customer's expense and in accordance with this Agreement, and thereupon, Customer shall be released of its obligation to make Payments to CFS due thereafter and title to the Equipment shall be vested in CFS, provided: (1) the Equipment is returned to CFS as provided for in the Agreement; (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; (3) such notice is accompanied by payment of all amounts then due to CFS under this Agreement; and (4) Customer executes a bill of sale and other documents requested by CFS to evidence the return of title in the Equipment to CFS. In the event Customer returns the Equipment pursuant to the terms of this Agreement, CFS shall retain all sums paid by Customer. Customer's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.

7. ACCEPTANCE; DELIVERY: Customer's execution of the Acceptance Certificate, or other confirmation of Customer's acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement and Customer may not for any reason revoke that acceptance; however, if Customer has not, within ten (10) days after delivery of such Equipment, delivered to CFS written notice of non-acceptance, specifying the reasons therefor and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted such Equipment. CFS is the lessor and Customer is the lessee of the Equipment under this Agreement. As between CFS and Customer only, this Agreement shall supersede any Customer purchase order in its entirety, notwithstanding anything to the contrary contained in any such purchase order. Customer agrees to waive any right of specific performance of this Agreement and shall hold CFS harmless from damages if for any reason the Equipment is not delivered as ordered, if the Equipment is unsatisfactory or if CFS does not execute this Agreement. Customer agrees that any delay in delivery of the Equipment shall not affect the validity of this Agreement.

8. LOCATION; LIENS; NAMES; OFFICES: Customer shall not move the Equipment from the location specified herein except with the prior written consent of CFS. Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of CFS. Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is as set forth herein. The chief executive office address of Customer is as set forth herein. Customer shall provide CFS with written notice at least thirty (30) days prior to any change of its legal name or chief executive office address, and shall execute and deliver to CFS such documents as required or appropriate.

9. WARRANTY OF BUSINESS PURPOSE; USE; PERSONAL PROPERTY; FINANCING STATEMENTS: Customer represents and warrants that the Equipment will not be used for personal, family, or household purposes. Customer shall comply with all laws and regulations relating to the use and maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer. The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property. Customer authorizes CFS (and any third party filing service designated by CFS) to execute and file (a) financing statements evidencing the interest of CFS in the Equipment (including forms containing a broader description of the Equipment than the description set forth herein), (b) continuation statements in respect thereof, and (c) amendments thereto, and Customer irrevocably waives any right to notice thereof.

10. INDEMNITY: Customer shall reimburse CFS for and defend CFS against any claim for losses or injury caused by the Equipment. This Section shall survive termination of this Agreement.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS

11. MAINTENANCE; ALTERATIONS: Customer shall keep and maintain the Equipment in good working order and shall, at Customer's expense, supply and install all replacement parts and accessories when required to maintain the Equipment in good working condition. Customer shall not, without the prior written consent of CFS, make any changes or substitutions to the Equipment. Any and all replacement parts, accessories, authorized changes to and/or substitutions for the Equipment shall become part of the Equipment and subject to the terms of this Agreement.

12. TAXES; OTHER FEES AND CHARGES: CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES, together with any applicable penalties, interest and administrative fees now or at any time imposed upon any Equipment, the Payments, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to CFS or Customer. In connection with the payment of any fees, assessments, taxes, expenses or charges by Customer as required by this Agreement, upon CFS' request, Customer shall provide CFS with evidence of such payment, such evidence to be satisfactory to CFS in its sole discretion. If Customer fails to pay any such fees, assessments, taxes, expenses or charges as required hereunder, CFS shall have the right but not the obligation to pay those fees, assessments, taxes, expenses and charges, and Customer shall promptly reimburse CFS, upon demand, for all such payments made plus administrative fees and costs, if any. Customer acknowledges that, where required by law, CFS will file any notices and pay personal property taxes levied on the Equipment. Customer shall reimburse CFS for the expense of such personal property taxes as invoiced by CFS and pay CFS a processing fee not to exceed $50 per year per item of Equipment that is subject to such tax. Customer agrees that CFS has not, and will not, render tax advice to Customer, and that payment of such taxes is an administrative act. ON THE DATE OF THE FIRST SCHEDULED PAYMENT AND THE DATE OF THE FIRST SCHEDULED PAYMENT AFTER THE ADDITION OF ANY EQUIPMENT, CUSTOMER SHALL PAY TO CFS A DOCUMENTATION FEE, IN THE AMOUNT OF $85, TO REIMBURSE CFS FOR ITS ADMINISTRATIVE AND RECORDING COSTS.

13. INSURANCE: Customer, at its sole cost and expense, shall, during the term hereof including all renewals and extensions, obtain, maintain and pay for (a) insurance against the loss, theft, or damage to the Equipment for the full replacement value thereof, and (b) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not exceeding $5,000 and be in form and amount, and with companies satisfactory to CFS. Each insurer providing such insurance shall name CFS as additional insured and loss payee and provide CFS thirty (30) days' written notice before the policy in question shall be materially altered or canceled. Customer shall pay the premiums for such insurance, shall be responsible for all deductible portions thereof, and shall deliver certificates or other evidence of insurance to CFS. The proceeds of such insurance, at the option of CFS, shall be applied to (a) replace or repair the Equipment, or (b) pay CFS the "Remaining Lease Balance," which shall be the sum of: (i) all amounts then owed by Customer to CFS under this Agreement; *plus* (ii) the present value of all remaining Payments for the full term of this Agreement; *plus* (iii) any applicable taxes, expenses, charges and fees. For purposes of determining present value under this Agreement, Payments shall be discounted at three percent (3%) per year. Customer hereby appoints CFS as Customer's attorney-in-fact solely to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage to Equipment under any such insurance policy. If within ten (10) days' after CFS' request, Customer fails to deliver satisfactory evidence of such insurance to CFS, then CFS shall have the right, but not the obligation, to obtain insurance covering CFS' interests in the Equipment, and add the costs of acquiring and maintaining such insurance, and an administrative fee, to the amounts due from Customer under this Agreement. CFS and any of its affiliates may make a profit on the foregoing.

14. LOSS; DAMAGE: Customer assumes and shall bear the entire risk of loss, theft of, or damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. No such loss, theft or damage shall relieve Customer of any obligation under this Agreement. In the event of damage to any Equipment, Customer shall immediately repair such damage at Customer's expense. If any Equipment is lost, stolen, or damaged beyond repair, Customer, at the option of CFS, will (a) replace the same with like equipment in a condition acceptable to CFS (such replacement equipment will become "Equipment" and be subject to the terms of this Agreement including without limitation the security interest granted to CFS under this Agreement) or (b) pay CFS the Remaining Lease Balance.

15. DEFAULT: Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) Customer defaults in the payment when due of any indebtedness of Customer to CFS, whether or not arising under this Agreement, without notice or demand by CFS; (b) Customer or any guarantor of Customer's obligations hereunder ("Guarantor") ceases doing business as a going concern; (c) Customer or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; (d) a petition or proceeding is filed by or against Customer or any Guarantor under any bankruptcy or insolvency law; (e) a receiver, trustee, conservator, or liquidator is appointed for Customer, any Guarantor, or any of their property; (f) any statement, representation or warranty made by Customer or any Guarantor to CFS is incorrect in any material respect; or (g) Customer or any Guarantor who is a natural person dies.

16. REMEDIES: Upon the happening of any one or more Events of Default, CFS shall have the right to exercise any one or all of the following remedies (which shall be cumulative), simultaneously, or serially, and in any order: (a) to require Customer to immediately pay all Payments hereunder (whether or not then due) and other amounts due under this Agreement; (b) to terminate any and all agreements with Customer; (c) with or without notice, demand or legal process, to enter upon the premises wherever the Equipment may be found, to retake possession of any or all of the Equipment and (i) retain such Equipment and all Payments and other sums paid hereunder, or (ii) sell the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the net amount received by CFS from such sale; or (d) to pursue any other remedy permitted at law or in equity. CFS (i) may dispose of the Equipment in its then present condition or following such preparation and processing as CFS deems commercially reasonable; (ii) shall have no duty to prepare or process the Equipment prior to sale; (iii) may disclaim warranties of title, possession, quiet enjoyment and the like; and (iv) may comply with any applicable state or federal law requirements in connection with a disposition of the Equipment and none of the foregoing actions shall be deemed to adversely affect the commercial reasonableness of the disposition of the Equipment. If the Equipment is not available for sale, Customer shall be liable for the Remaining Lease Balance and any other amounts due under this Agreement. If the proceeds of the sale of the Equipment are not sufficient to pay the balance of any Payments owed by Customer during its then-current appropriation period, CFS may take any other remedy available at law or in equity to require Customer to pay such Payments and perform any of its other obligations under this Agreement. No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by CFS. Failure to exercise any remedy that CFS may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

17. LATE CHARGES; EXPENSES OF ENFORCEMENT: If Customer fails to pay any sum to be paid by Customer to CFS under this Agreement on or before the due date, Customer shall pay CFS, upon demand, an amount equal to the greater of ten percent (10%) of each such delayed Payment or twenty-five dollars ($25) for each billing period or portion of a billing period such Payment is delayed, in each case to the extent permitted by applicable law. The amounts specified above shall be paid as liquidated damages and as compensation for CFS' internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse CFS for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies hereunder or in enforcing any of the terms of this Agreement, including, without limitation, reasonable fees and expenses of attorneys and collection agencies, whether or not suit is brought. If CFS should bring court action, Customer and CFS agree that attorney's fees equal to twenty-five percent (25%) of the total amount sought by CFS shall be deemed reasonable for purposes of this Agreement.

18. ASSIGNMENT: CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUBLET OR LEND ANY EQUIPMENT WITHOUT PRIOR WRITTEN CONSENT OF CFS. CFS may pledge or transfer this Agreement. Customer agrees that if CFS transfers this Agreement, CFS shall act as Customer's agent for purposes of keeping a written record of such transfer in accordance with Section 149(a) of the Internal Revenue Code of 1986, as amended, and upon Customer request CFS shall deliver the new assignee's name to Customer. Customer agrees that if CFS transfers this Agreement, the assignee will have the same rights and benefits that CFS has now and will not have to perform any of CFS' obligations, which CFS will continue to perform. Customer agrees that the rights of the assignee will not be subject to any claims, defenses, or set-offs that Customer may have against CFS. If Customer is given notice of any such transfer, Customer agrees, if so directed therein, to pay directly to the assignee all or any part of the amounts payable hereunder.

19. RETURN: If Customer terminates the lease of any Equipment as described in the Fiscal Funding provision hereof, Customer shall return such Equipment at its sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by CFS. CFS may charge Customer a return fee equal to the greater of one Payment or $250 for the processing of returned Equipment. If for any reason Customer shall fail to return the Equipment to CFS as provided herein, Customer shall pay to CFS upon demand one billing period's Payment for each billing period or portion thereof that such return is delayed. Customer shall reimburse CFS for any costs incurred by CFS to place the Equipment in good operating condition.

20. OWNERSHIP OF EQUIPMENT: Title to the Equipment shall pass to the Customer "AS-IS WHERE-IS" without any warranties of any kind, upon commencement of the Agreement. As security for the due payment and performance of all of its obligations hereunder, Customer hereby grants to CFS, its successors and assigns, a first priority security interest in the Equipment, which security interest shall only be released upon proper notice and payment by Customer of all amounts due hereunder.

21. DATA: Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer and that exposure or access to the Data by CFS, if any, is purely incidental to the services performed by CFS. Neither CFS nor any of its affiliates has an obligation to erase or overwrite Data upon Customer's return of the Equipment to CFS. Customer is solely responsible for: (A) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. Without limiting the foregoing, if applicable, Customer should, (i) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (ii) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if Customer has higher security requirements, Customer may purchase from its Canon dealer at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (c) a replacement hard drive (in which case Customer should properly destroy the replaced hard drive). Customer shall indemnify CFS, its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. This section survives termination or expiration of this Agreement. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer and CFS applies, or could be construed to apply to Data.

22. MAXIMUM INTEREST: No Payment is intended to exceed the maximum amount of interest permitted to be charged or collected by applicable laws, and any such excess Payment will be applied to payments due under this Agreement, in inverse order of maturity, and thereafter shall be refunded.

23. UCC - ARTICLE 2A: CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A") AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522.

24. WAIVER OF OFFSET: This Agreement is a net lease. If the Equipment is not properly installed, does not operate as represented or warranted, or is unsatisfactory for any reason, Customer shall make such claim solely against the supplier, dealer, or manufacturer. Customer waives any and all existing and future claims and offsets against any Payments or other charges due under this Agreement, and unconditionally agrees to pay such Payments and other charges, regardless of any offset or claim which may be asserted by Customer or on its behalf.

25. AUTHORITY AND AUTHORIZATION: Customer represents and agrees that (a) Customer is a state or a political subdivision or agency of a state; (b) that entering into and performance of the Agreement is authorized under Customer's state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which Customer is party; and (c) Customer has complied with any bidding requirements and, where necessary, has properly presented this Agreement for approval and adoption as a valid obligation on Customer's part. Upon request, Customer agrees to provide CFS with an opinion of counsel as to clauses (a) through (c) above, an incumbency certificate, and other documents that CFS may request, with all such documents being in a form satisfactory to CFS.

26. GOVERNMENT USE: Customer agrees that (a) Customer will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to CFS of information reporting statements requested by CFS, (b) Customer will not do, cause to be done, or fail to do any act if such act will cause the interest portion of the Payments to be or to become subject to Federal income taxation, and (c) the use of the Equipment is essential for Customer's proper, efficient and economic operation, Customer will be the only entity to use the Equipment during the term of this Agreement and Customer will use the Equipment only for Customer's governmental purposes. Upon request, Customer agrees to provide CFS with an essential use letter in a form satisfactory to CFS as to clause (c) above.

27. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL: THIS AGREEMENT HAS BEEN EXECUTED BY CFS IN, AND SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN, THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CUSTOMER AND CFS SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT CFS' SOLE OPTION, IN THE STATE WHERE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, AND CFS BY ITS ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

28. MISCELLANEOUS: All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from CFS to Customer shall be effective three (3) days after it has been deposited in the mail, duly addressed. All notices to CFS from Customer shall be effective after it has been received via U.S. mail, express delivery, facsimile or other electronic transmission. If there should be more than one party executing this Agreement as Customer, all obligations to be performed by Customer shall be the joint and several liability of all such parties. Customer's representations, warranties, and covenants under this Agreement shall survive the delivery and return of the Equipment. Any provision of this Agreement that may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. No such prohibition or unenforceability in any jurisdiction shall invalidate or render unenforceable such provision in any other jurisdiction. Customer agrees that CFS may insert missing information or correct other information on this Agreement including the Equipment's description, serial number, and location and corrections to Customer's legal name; otherwise, this Agreement contains the entire arrangement between Customer and CFS and no modifications of this Agreement shall be effective unless in writing and signed by the parties. Customer agrees that CFS may accept a facsimile or other electronic transmission of this Agreement or any Acceptance Certificate as an original, and that facsimile or electronically transmitted copies of Customer's signature will be treated as an original for all purposes.

Canon

CANON FINANCIAL SERVICES, INC. ("CFS")
Remittance address: 14904 Collections Center Drive
Chicago, Illinois 60693 (800) 220-0200

Equipment Schedule

CFS-1002 (02/17)

CFS AGREEMENT NUMBER:

This Equipment Schedule ("Schedule") is attached to and made part of the agreement (whether designated a lease, rental, Master Lease or otherwise) between Canon Financial Services, Inc. ("CFS") and City of Bartlesville, Oklahoma ("Customer") (the "Agreement"). The Equipment described below, together with the equipment described on the face of the Agreement, if any, shall be deemed "Equipment" for the purposes of the Agreement and shall be subject to the terms and conditions set forth in the Agreement.

Equipment Address (County, City, State, ZIP)	Quantity	Serial Number	Make / Model / Accessory / Description
1710 SW Adams Blvd. Washington County, Bartlesville, OK 74003	2		iR 1435iF iR ADV C3530i II, CFU AP1, Inner Finisher, SG3 Fax
401 S. Johnstone Ave. Washington County, Bartlesville, OK 74003	3		iR ADV C3530i II, CFU AP1, Inner Finisher, SG3 Fax iR ADV C7570i II, Staple Finisher V2 iR ADV C3530i II, CFU AP1, Inner Finisher, SG3 Fax
401 S. Johnstone Ave. Washington County, Bartlesville, OK 74003	3		iR ADV C7270i II, Booklet Finisher V2, 2/3 Hole Punch, Super G3 Fax iR ADV C3530i II, CFU AP1, Inner Finisher, SG3 Fax iR ADV C5535i II,CFU,Staple Fin,Buffer Pass,2/3 hole punch,SG3 Fax
1700 SW Adams Blvd. Washington County, Bartlesville, OK 74003	1		iR ADV C3530i II,CFU,Staple Fin,2/3 hole punch, SG3 Fax
401 S. Johnstone Ave. Washington County, Bartlesville, OK 74003	1		iR ADV C5560i II, CFU AM1, Buffer Pass, SG3 Fax, 2/3 hole punch, Booklet Finisher
600 S. Johnstone Ave. Washington County, Bartlesville, OK 74003	3		iR ADV C3530i II, CFU, Inner Finisher, SG3 fax iR 1730iF, Casstte Module Y1, Cabinet F iR 2525, Cainet C, DADF AB1
600 S. Johnstone Ave. Washington County, Bartlesville, OK 74003	1		iR ADC C35030i II,CFU AP1,SG3 fax,2/3 hole puncher, Booklet Finisher
615 S. Johnstone Ave. Washington County, Bartlesville, OK 74003	2		iR ADV 4535i II, DADF, CFU, Inner Fin, SG3 fax iR ADV 4535i II, DADF, CFU, Inner Fin, SG3 fax
235 Hudson Rd. Washington County, Bartlesville, OK 74003	1		iR 1435iF

In witness whereof, the parties have caused this Schedule to be executed on the same date set forth on the Agreement.

ACCEPTED

CANON FINANCIAL SERVICES, INC.

By: _____

Title: _____

Effective Date:

AUTHORIZED CUSTOMER SIGNATURE

Customer: City of Bartlesville, Oklahoma

By: X _____

Printed Name: _____

Title:

AIRPORT HANGAR LEASE AGREEMENT FOR THE BARTLESVILLE MUNICIPAL AIRPORT – CITY OWNED

This AIRPORT HANGAR LEASE AGREEMENT for certain facilities in and upon the Bartlesville Municipal Airport ("Agreement") is dated as of the Effective Date (defined herein below) by and between the CITY OF BARTLESVILLE, Oklahoma, an Oklahoma municipal corporation, hereinafter referred to as "**City**" or "**Lessor**", CONOCOPHILLIPS COMPANY, a Delaware corporation, hereinafter referred to as "**Operator**", and Agwerx Aviation Inc., hereinafter referred to as "**Lessee**". The Lessor, Operator and Lessee may be individually referred to herein as a "Party", and collectively referred to herein as the "Parties".

RECITALS:

A. WHEREAS, Lessor owns a majority of the Bartlesville Municipal Airport consisting of approximately 430 acres of land located on the west side of the City of Bartlesville, County of Osage, State of Oklahoma, together with all buildings, structures, fixtures, improvements, runways, taxiways, roads, paved areas, facilities, equipment, personal property and other property of Lessor located on or used on or about the airport, as well as all additions and installations of Lessor, which may hereafter be constructed therein or thereon by Lessor during the term of this Lease (all of the foregoing being hereinafter collectively referred to as the "Airport" or "Property"); and

B. WHEREAS, Operator currently manages and operates the Airport, and leases a substantial portion thereof, all pursuant to the terms and conditions set forth in that certain *Combined Lease and Operating Agreement for the Bartlesville Municipal Airport* dated March 4, 2009, as amended by that certain *First Amendment to Combined Lease and Operating Agreement for the Bartlesville Municipal Airport* entered into by and between the City and Operator dated April 6, 2009, and as amended by that certain *Second Amendment to Combined Lease and Operating Agreement for the Bartlesville Municipal Airport* entered into by and between the City and Operator dated May 26, 2011, as amended by that certain *Third Amendment to Combined Lease and Operating Agreement* for the Bartlesville Municipal Airport entered into by and between the City and Operator and dated May 21, 2012, and as amended by that certain *Fourth Amendment to Combined Lease and Operating Agreement for the Bartlesville Municipal Airport* entered into by and between the City and Operator and dated May 1, 2012, (collectively, the "Lease"); and,

C. WHEREAS, Lessor and Operator desire to have the Airport operated as a public airport in compliance with all applicable laws and regulations, and in compliance with all agreements currently in effect between Lessor and the Federal Aviation Administration; and

D. WHEREAS, Lessee desires to lease certain facilities in and upon the Airport pursuant to the terms and conditions of this Agreement, all as more fully set forth herein below.

WITNESSETH:

NOW THEREFORE, for and in consideration of the respective promises and agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Leased Premises. Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, does hereby demise and lease to Lessee the following described hangar facilities, to wit:

SEE EXHIBIT "A" attached hereto and incorporated herein by this reference (the "Leased Premises").

Lessor and Operator grant to Lessee the right of ingress and egress to and from the Leased Premises. Lessee shall not obstruct or interfere with use of the aprons or ramps as a means of access to and from other areas of the airport, nor interfere with the operations or business activities of Operator.

2. Permitted Use. All property leased and utilized by Lessee shall be used exclusively for aeronautical activities and such other permissible activities under City of Bartlesville Resolution 2668.

3. Term. This Agreement shall be effective for an initial term of one (1) month Commencing the 1st day of March, 2019, and ending on the 31st day of March, 2019, and shall continue in effect from month to month thereafter unless and until terminated by notice given to either Party by the other at least thirty (30) days in advance of said termination. Neither Lessor, Operator, nor Lessee shall have any liability to each other for any such termination.

4. Rent. Lessee, in consideration of the mutual promises and covenants contained in this Agreement, does covenant and agree with the City of Bartlesville to pay its rent for said leased property in the sum of One Hundred Eighty- and NO/100 Dollars ($180.00) per calendar month. All such payments shall be made to Operator, at the following address:

ConocoPhillips Company
22342 Network Place
Chicago, IL 60673-1223

An invoice will be sent to Lessee on the 15th day of the month, in advance, to be payable by the 5th day of the following month to Operator at the address listed herein above. Lessor and Operator agree that any adjustment to rent shall be made only after giving at least 60 days advance notice to Lessee.

5. Effective Date. The "Effective Date" of this Agreement shall be the later of the three (3) dates upon which this Agreement is executed by Lessor, Operator and Lessee as evidenced by the date inserted by each such Party next to their authorized agents' respective signatures, and concurrent with their signature hereto. If Lessee fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessor's signature hereto, and if Lessor fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessee's signature hereto.

6. Compliance With Laws. Lessee recognizes that the airport receives federal and state grant money from time to time, and that all Airport leases must comply with certain relevant federal laws and regulations and agrees to comply with all such laws and regulations. Moreover, Lessee agrees to conduct all activities on the Leased Premises in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide.

7. Disclaimer. LESSOR AND OPERATOR HEREBY EXPRESSLY DISCLAIM AND NEGATE, AND LESSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY AND LEASED PREMISES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF TITLE, CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR OPERATOR NOR ANYONE ACTING FOR OR ON BEHALF OF THE LESSOR OR OPERATOR HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AND THE LEASED PREMISES, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT LESSEE HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF LESSOR OR OPERATOR OR ANYONE ACTING FOR ON BEHALF OF LESSOR OR OPERATOR, AND THAT ALL MATTERS CONCERNING THE PROPERTY AND LEASED PREMISES HAVE BEEN INDEPENDENTLY VERIFIED BY LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS IN ALL RESPECTS SATISFIED THEREWITH, AND

THAT LESSEE ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE WARRANTIES CONTAINED IN THIS PARAGRAPH ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

8. Indemnification. **LESSEE SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD LESSOR AND OPERATOR ITS PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, PARTNERS AND CO-VENTURERS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, AND REPRESENTATIVES (COLLECTIVELY THE "INDEMNIFIED PARTIES"), HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION, FINES, PENALTIES, DAMAGES, LOSSES, JUDGMENTS, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS OF LITIGATION AND/OR INVESTIGATION), AND LIABILITIES, OF EVERY KIND, INCLUDING WITHOUT LIMITATION THOSE RELATING TO INJURY TO OR DEATH OF ANY PERSONS OR LOSS OR DAMAGE TO ANY PROPERTY, ARISING OUT OF, RESULTING FROM OR CONNECTED DIRECTLY OR INDIRECTLY WITH THE LEASE GRANTED HEREUNDER OR THE EXERCISE OF ANY OF LESSEE'S RIGHTS HEREUNDER, INCLUDING WITHOUT LIMITATION LESSEE, ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AGENTS OR REPRESENTATIVES USE OR PRESENCE ON THE LEASED PREMISES OR PROPERTY OR THEIR FAILURE TO COMPLY WITH ANY OF THE TERMS AND PROVISIONS OF THIS AGREEMENT, REGARDLESS OF THE CAUSE OR CAUSES THEREOF, INCLUDING WITHOUT LIMITATION STRICT LIABILITY OR THE SOLE, JOINT OR CONCURRENT NEGLIGENCE OR FAULT (WHETHER IMPOSED BY STATUTE, RULE, REGULATION OR OTHERWISE) OF THE INDEMNIFIED PARTIES, EXCEPT TO THE EXTENT CAUSED BY THE INDEMNIFIED PARTIES' WILLFUL MISCONDUCT.**

9. Permits and Cooperation. Lessee shall, at no cost to Lessor and Operator, obtain any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this Agreement. Lessee shall coordinate all activities under this Agreement with Lessor and Operator to minimize any disruption to Lessor and Operator's facilities or operations on the Property.

10. Time of Essence. To the extent any obligations or time for performance set forth in this Agreement are to be performed by Lessor or Lessee or any rights under this Agreement are to be exercised by Lessor or Lessee, if at all, by a specific date or within a prescribed time period, **time shall be of the essence**.

11. Governing Law. The interpretation and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma, except for any rule of law of the State of Oklahoma which would make the law of another jurisdiction apply.

12. Conflict of Interest. Lessee shall not directly or indirectly pay any salaries, commissions or fees, or make payments or grant any rebates to, any employee, officer or agent of Lessor or Operator, nor favor employees, officers or agents of Lessor or Operator, or designees of such employees, officers or agents, with gifts or entertainment of significant cost or value, nor with services or goods sold at less than full market value, nor enter into any business arrangement with employees, officers or agents of Lessor and Operator unless such employees, officers or agents are acting as representatives of Lessor or Operator.

13. Non-Assignment. This Agreement is personal to Lessee and Lessee shall not assign the Leased Premises nor sublet the same or any part thereof, and any such attempted assignment or sublease without the written consent of Lessor and Operator shall be void.

14. Waiver. One or more waivers of any covenant or condition by Lessor or Operator shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor or Operator to or of any act by Lessee requiring Lessor and/or Operator's consent or approval shall not be deemed to waive or render unnecessary Lessor and Operator's consent or approval to or of any subsequent similar act by Lessee.

15. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

16. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

17. Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the Parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to the Agreement shall be binding upon Lessor, Operator, or Lessee unless reduced to writing and signed by authorized representatives of Lessor and Lessee. The indemnities and releases provided for in this Agreement shall survive the termination of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

19. Utilities. Lessee understands that no utilities except electricity are provided to the Leased Premises, and that all utilities must be procured by Lessee.

20. Improvements, Alterations and Signage. Lessee shall not repaint, redecorate, or construct any improvement, alteration or sign(s) upon any portion of the Leased Premises without the advance written consent and approval of the Lessor and Operator, and any such work shall be done at Lessee's own expense. All alterations, additions, improvements and signs ("Lessee's Improvements") installed at the expense of Lessee shall remain the property of Lessee and may be removed from the Leased Premises by Lessee at any time prior to or within thirty (30) days following termination of this Lease; provided, however, that any part of Lessee's Improvements that are permanently affixed or cannot be removed without irreparable damage and any walls erected by Lessee or flooring materials placed on the Leased Premises by Lessee shall become the property of Lessor upon termination of this Lease. Lessee shall repair or cause to be repaired any damage to the Building and Leased Premises caused by such removal. Upon termination or expiration of the Term of this Lease, Lessee may at its election abandon in place any of Lessee's Improvements. Any of Lessee's Improvements that are not removed by Lessee within thirty (30) days after this Lease terminates or expires shall be deemed to have been abandoned by Lessee and shall become the property of Lessor. All alterations, improvements, additions and repairs made by Lessee shall be made in good and workmanlike manner.

21. Surrender. Lessee agrees that at the termination of this Agreement, all property in and upon the Leased Premises shall be returned to Lessor in at least as good condition as when first occupied by Lessee, excepting ordinary wear and tear and extraordinary loss by fire, wind, or accident not under the control of the Lessee or Lessee's employees. Lessee further agrees to keep premises in good repair at Lessee's own expense.

22. Risk of Loss. Should any extraordinary loss, injury, damage or delay of any nature whatsoever resulting therefrom, caused by an act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war, or any other cause beyond Lessor or Operator's control, neither Lessor nor Operator is under any obligation to repair or replace said property nor shall Lessor or Operator be liable for any loss or damage to property belonging to Lessee or any other person, firm or organization.

23. Notices. Any notice which may be given by any Party to any other Party or entity hereunder shall be deemed to have been properly given if sent in writing by first class mail or by electronic means as follows:

City: City of Bartlesville
Attn: Mike Bailey
401 S. Johnstone Ave.
Bartlesville, OK 74003
Facsimile: (918) 338-4212

Operator: ConocoPhillips Company
Attn: Airport Manager
Airport Terminal Building
Bartlesville, OK 74004
Facsimile (918) 662-2544

With required copy to:

ConocoPhillips Company
Attn: Lease Administration
600 N. Dairy Ashford
Houston, TX 77079
Fax: 281-293-3901
Phone: 281-293-1406
Leaseadministration@cop.com

Lessee: Agwerx Aviation, Inc.
2000 Wiley Post RD
Bartlesville, OK 74003

Phone: 918-338-0033

SSN/Tax I.D.

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

By: _____ Date:_____

Name: _____
Title: Mayor, City of Bartlesville

ATTEST:

_____
City Clerk

APPROVED AS TO FORM AND CONTENT:

_____
City Attorney

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

On this ____ day of _____, 2019, before me personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument as Mayor of the City of Bartlesville, and acknowledged to me that he executed the same for purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this _____ day of _____, 2019.

My Commission Expires: _____

_____
Notary Public in and for the State of Oklahoma

LESSEE:

By: _____ Date: 3-4-19

Print Name: Tim Haudel

Nebraska
STATE OF ~~OKLAHOMA~~)
) ss.
COUNTY OF WASHINGTON)

On this 3rd day of March, 2019, before me personally appeared Tim Haudel, known to me to be the person whose name is subscribed to the foregoing instrument as Lessee, and acknowledged to me that he executed the same for purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this 3rd day of March, 2019.

My Commission Expires: Oct 18, 2020

GENERAL NOTARY - State of Nebraska
TRISTAN L. GUSTAFSON
My Comm. Exp. October 18, 2020

_____
Notary Public

OPERATOR:

CONOCOPHILLIPS COMPANY
a Delaware Corporation

By:_____ Date: 3-26-19
Name Conor Hallisy
Title: Attorney-in-Fact

STATE OF ~~OKLAHOMA~~ Texas)
) ss.
COUNTY OF ~~WASHINGTON~~ Harris)

On this 26th day of March, 2019, before me personally appeared Conor Hallisy, known to me to be the person whose name is subscribed to the foregoing instrument as Attorney-in-fact, and acknowledged to me that he executed the same for purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this 26th day of March, 2019.

My Commission Expires: January 31, 2021

STACY GONZALEZ
ID #129287083
My Commission Expires
January 31, 2021

_____
Notary Public in and for the State of ~~Oklahoma~~ Texas

Exhibit "A"
(Description of Leased Premises)

Hangar/T-Hangar C located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

(Published in Bartlesville, OK Examiner-Enterprise 2/17/2019, 2/20/2019, & 2/24/2019)

INVITATION FOR BIDS

City of Bartlesville
16th, Shawnee, & Stonewall Concrete Paving Rehab Project
Bid No. 2018-2019-030

Notice is hereby given that the City of Bartlesville will receive sealed bids at the office of the City Clerk until **2:00 p.m.** on the 18th day of March, 2019 at such time bids will be opened and publicly read.

The project consists of furnishing all materials, labor, and expenses necessary to construct the project as called for in the plans and specifications on file in the Engineering Department, 3rd Floor, City Hall, 401 S. Johnstone, Bartlesville, Oklahoma 74003, (918) 338-4251. Plans, specifications, and contract documents may be examined and are available at a nonrefundable charge of **$25.00** in this office.

No documents will be mailed until payment is received in full.

A mandatory pre-bid conference will be held on February 26th, 2019 at 2:00 p.m. in the City Hall, 3rd Floor Conference Room, 401 S. Johnstone, Bartlesville, Oklahoma.

The major work on the project shall consist of the following:

4705	**SY**	**Concrete Paving Removal & Replacement**
1	**EA**	**ADA Ramp w/ Tactile Warning Device**
77	**LF**	**Remove & Replace Curb & Gutter**

Proposals shall be submitted in sealed envelopes and marked, "City Clerk, City Hall, 401 S. Johnstone, Bartlesville, Oklahoma 74003, **16th, Shawnee, & Stonewall Concrete Paving Rehab Project, Bid No. 2018-2019-030".** Proposals shall be accompanied by a five percent (5%) bid guarantee.

Each Bidder must deposit with his Bid, security in the amount, form, and subject to the conditions provided in the Information for Bidders. All Bids must be made on the required Bid form and Bidder shall be a record plan holder with the City.

The Owner reserves the right to waive any informality or to reject any or all Bids and select the lowest and best bid.

Bids received more than ninety-six (96) hours (excluding Saturdays, Sundays and Holidays) before the time set for receiving bids as well as bids received after the time set for receipt of bids will not be considered, and will be returned unopened. No Bidder may withdraw his Bid within 30 days after the actual date of the opening thereof.

DATED this 13th day of February, 2019.

Jason Muninger
City Clerk

By: Kim Toulouse
Deputy Clerk

CITY OF BARTLESVILLE, OK
BID FORM FOR

DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST
NX200GK WITH ACCESSORIES AS STATED ON BID FORM	35		

BRAND KENWOOD $ 1090.86 EACH $ $38,180.00

LIST ANY EXCEPTIONS TO BID: BID AS SPECIFIED WITH INSTALLATION OF 35 VEHICLE CHARGERS

ALL bids shall be F.O.B. City of Bartlesville, Oklahoma.

COMPANY NAME: A & W COMMUNICATIONS, INC.

ADDRESS: 100 N MAIN STREET, P.O. BOX 66

CITY, STATE, ZIP: EOLIA, MO 63344

PHONE: 573-485-3500 CONTACT: MARY CANNON
FAX: 573-485-2350

Return Bid Form To:

CITY OF BARTLESVILLE
CITY CLERK
401 S Johnstone Ave
BARTLESVILLE, OK 74003-6619

BIDS MUST BE RECEIVED BY 2:00 PM, MONDAY March 11, 2019.

Include the following:
1. This bid form
2. Non-collusion Affidavit
3. Any official printed literature which more fully describes the proposed bid item.

Return this bid in a SEALED ENVELOPE no later than 2:00 P.M. CST, Bid Opening Date. March 11, 2019
On the outside of the envelope state "BID NUMBER". If you send your bid via express or overnight service, please place your bid envelope inside the express pouch.

If you wish to receive a copy of the tabulated bids include with your bid a letter requesting a copy of the bid results that contains an email address where we may forward an electronic copy of the results.

THE CITY OF BARTLESVILLE, OK RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS OR PORTIONS THEREOF.

Agenda Item 8
3/25/2019
Prepared by Shelley Charles
EngineeringDepartment

BID REVIEW RECOMMENDATION

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A. SUBJECT:

Discuss and take action to award Bid No. 2018-2019-030 for 16th, Shawnee, & Stonewall Concrete Paving Rehab Project for the Engineering Department. Total budgeted amount for this combined project is $450,096.00 (see Section II, C. Budget Amount, for additional budget information).

B. ATTACHMENTS:

Project Drawing Set

II. PROJECT DESCRIPTION, STAFF COMMENTS AND ANALYSIS, AND BUDGET AMOUNT.

A. PROJECT DESCRIPTION:

This project consists of furnishing all materials, labor, & expenses necessary to rehabilitate the following concrete pavement areas:

1. 16th Street, north of Bartlesville High School (BHS), from Hillcrest to Shawnee.
2. Shawnee Ave, beginning east of BHS tennis courts and continuing north to Denver Place.
3. Stonewall Ave, beginning east of Nova Pl, and continuing east to Washington Blvd / Hwy 75.

All work shall be done within the public right-of-way.

B. COMMENTS:

In addition to advertising in the local newspaper, Dodge Reports, E-Plan Bidding, Southwest Construction News, & The Blue Book Building & Construction Network, Thirteen (13) bid invitations were mailed to regional contractors. Eight (8) contractors attended the mandatory pre-bid meeting and six (6) of them submitted a bid:

- Triangle Construction & Utility (Tulsa, OK)……$406,955.00
- Jeff Graham Construction (Coffeyville, KS)…… $371,465.00
- KSL Dirtworks (Bartlesville, OK)…… $404,780.00
- Grade Line Construction (Broken Arrow, OK) ……$441,210.00
- Contech, Inc (Broken Arrow, OK) ……$346,055.00
- Stronghand, LLC……$393,222.05

The bids were evaluated for addendums, bid bonds, line item prices, and arithmetic. All bids have all necessary components. One addition error was found on one bid tab but it did not change the overall outcome of the bids.

Contech, Inc.(low bidder) is a Broken Arrow based, Native American owned, institutional and commercial construction company. The company has performed many projects in Oklahoma and the surrounding states including projects with ODOT, Oklahoma Turnpike Authority, & City of Tulsa. Contech, Inc. has the experience, qualifications, and bonding capacity needed to complete this project and has demonstrated the necessary technical and project-related expertise to be approved as the contractor for this project.

C. BUDGET AMOUNT:

Project	Project #	Source of Funding	Amount of Fund
Stonewall	19004	1/2 Cent Sales Tax: Fund 449 / Dept 328	$100,000.00
Stonewall	19004	2017 GO Bond: Fund 481 / Dept 328	$65,096.00
16th & Shawnee	19002	½ Cent Sales Tax: Fund 449 / Dept 328	$285,000.00
		TOTAL	$450,096.00

$450,096.00 is the total budgeted amount for this project. The low bid of $346,055.00 from Contech, Inc. is $104,041.00 under the available budget. Any remaining available funds will be used for additional applicable paving rehabilitation work.

III. RECOMMENDED ACTION

Councilman Curd reviewed this bid with staff and recommends that the City Council award Bid No. 2018-2019-030 to Contech, Inc. in the amount of $346,055.00 at their next business meeting.

/s/ Jim Curd, Jr. — Council Member or Staff Member

March 27, 2019 — Date

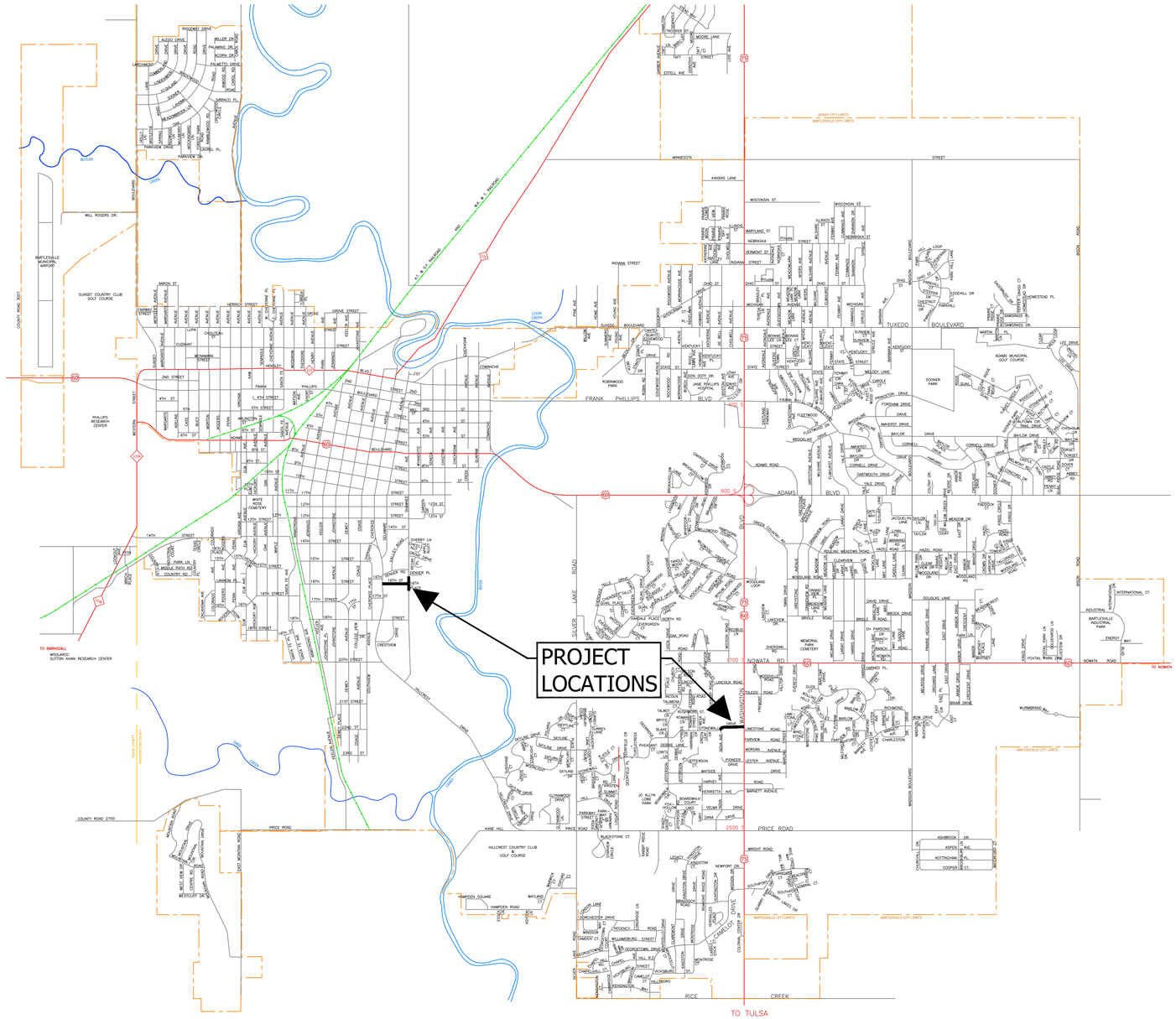
Agenda Item 8 Attachment

CONSTRUCTION DRAWINGS FOR

CITY OF BARTLESVILLE

16TH STREET / SHAWNEE AVE / STONEWALL DRIVE CONCRETE PAVING REHABILITATION PROJECT

BID NO 2018-2019-030



NORTH

-2000' 0 2000' 4000'

SCALE IN FEET

Sheet No	Sheet Title
C-1	COVER SHEET & LOCATOR MAP
C-2	NOTES & PAY QUANTITIES
C-3	16TH AVENUE PLAN
C-4	SHAWNEE AVENUE PLAN
C-5	STONEWALL DRIVE PLAN
C-6	PAVING DETAILS
C-7	ODOT R-15 LOAD TRANSFER UNIT DETAILS

OKIE811 Know what's below. Call before you dig.

REGISTERED PROFESSIONAL ENGINEER WM. MICAH SIEMERS 23127 OKLAHOMA 2-19-19

BID SET

CITY OF BARTLESVILLE ENGINEERING SERVICES

COVER SHEET & LOCATOR MAP

DATE: 2/14/2019

PROJECT NO.: 2018072

SHEET ID: **C-1**

GENERAL CONSTRUCTION NOTES

1. PROJECT WILL BE CONSTRUCTED UNDER CURRENT ODOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION. PROJECT SHALL BE CONSTRUCTED WITHOUT CLOSING ANY ROADS TO LOCAL OR THROUGH TRAFFIC. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PLACEMENT OF TEMPORARY PAVEMENT MARKINGS.

2. THE CONTRACTOR SHALL UTILIZE THE CALL OKIE SYSTEM (1-800-522-6543) 48 HOURS IN ADVANCE OF ANY EXCAVATION.

3. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING WATER AND SEWER SERVICE CONNECTIONS TO HOMES IN WORKING ORDER AT ALL TIMES EXCEPT FOR BRIEF INTERRUPTIONS IN SERVICE. IN NO CASE SHALL SERVICES BE ALLOWED TO REMAIN OUT OF SERVICE OVERNIGHT.

4. CONTRACTOR SHALL MAKE ALL NECESSARY PROVISIONS DURING CONSTRUCTION FOR THE SUPPORT AND PROTECTION OF ALL UTILITY POLES, GAS MAINS, TELEPHONE CABLES, SANITARY SEWER LINES, ELECTRIC CABLES, DRAINAGE PIPES, UTILITY SERVICE LINES, AND ALL OTHER STRUCTURES BOTH ABOVE AND BELOW GROUND. CONTRACTOR IS LIABLE FOR ALL DAMAGES DONE TO SUCH EXISTING FACILITIES AS A RESULT OF CONTRACTORS OPERATIONS.

5. CONTRACTOR SHALL SUBMIT A WRITTEN REQUEST TO THE CITY ENGINEER FOR APPROVAL OF ALL AREAS TO BE USED FOR STAGING, MOBILIZATION, EQUIPMENT AND MATERIAL STORAGE, AND GENERAL PROJECT CONSTRUCTION MANAGEMENT. REQUEST SHALL BE SUBMITTED TO THE CITY ENGINEER WITHIN 5 DAYS OF THE NOTICE TO PROCEED.

6. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING GENERAL SAFETY AT AND ADJACENT TO THE PROJECT AREA, INCLUDING THE PERSONAL SAFETY OF THE CONSTRUCTION CREW AND THE GENERAL PUBLIC AND THE SAFETY OF PUBLIC AND PRIVATE PROPERTY.

7. CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING STREETS AND SIDEWALKS ADJACENT TO PROJECT FREE OF MUD AND DEBRIS CAUSED BY CONSTRUCTION ACTIVITIES.

8. NO EQUIPMENT OR MATERIAL SHALL BE DEPOSITED ON PRIVATE PROPERTY WITHOUT WRITTEN PERMISSION. THE CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGES RESULTING FROM SUCH ACTS AND SHALL REMOVE THE MATERIAL AND RESTORE THE PROPERTY AT THE EXPENSE OF THE CONTRACTOR.

9. THE LOCATIONS OF ALL DRIVEWAYS, SIDEWALKS, CURBS, UTILITIES, AND OTHER ITEMS SHOWN ON PLANS ARE APPROXIMATE. ACCURATE LOCATIONS SHALL BE VERIFIED AT THE TIME OF CONSTRUCTION AFTER CONSULTATION WITH PROPERTY OWNERS AND UTILITY COMPANIES.

10. THE CONTRACTOR PERSONNEL SHALL WEAR IDENTIFYING CLOTHING OR HATS AT ALL TIMES.

11. CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO THE HOURS OF 7:00 A.M. AND 7:00 P.M. UNLESS APPROVED OR DIRECTED BY THE CITY ENGINEER.

12. CONSTRUCTION DEBRIS SUCH AS BROKEN CONCRETE, EXCESS FILL, ETC., SHALL BECOME THE PROPERTY OF THE CONTRACTOR. MATERIALS SHALL BE COMPLETELY REMOVED FROM THE SITE PRIOR TO ACCEPTANCE OF THE PROJECT. ALL MATERIALS SHALL BE DISPOSED OF IN A MANNER THAT IS IN COMPLIANCE WITH ALL LOCAL, STATE, & FEDERAL REGULATIONS.

13. OPERATION OF ALL WATER VALVES SHALL BE PERFORMED BY THE CITY OF BARTLESVILLE WATER UTILITIES DEPARTMENT. WORK TO BE DISCUSSED WITH WATER UTILITIES DIRECTOR, TERRY LAURITSEN, 72 HOURS IN ADVANCE OF THE NEED TO COMMENCE SUCH WORK.

14. CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER BARRICADES, LIGHTING, AND SIGNAGE WITHIN THE CONSTRUCTION AREA. ALL CONSTRUCTION SIGNAGE SHALL BE IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THE FEDERAL HIGHWAY ADMINISTRATION'S "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", LATEST EDITION.

15. CONTRACTOR SHALL FULL-DEPTH SAWCUT EXISTING PAVEMENT, DRIVEWAYS, AND SIDEWALKS AT AREAS WHERE EACH IS TO BE REMOVED. COSTS OF SAWCUTS ARE SUBSIDIARY TO OTHER ITEMS OF WORK.

16. CONTRACTOR SHALL PRESERVE AND PROTECT OR REMOVE AND REPLACE (WITH PRIOR APPROVAL OF LANDOWNER), ALL TREES, SHRUBS, HEDGES, RETAINING WALLS, LANDSCAPING, BUILDINGS, SIDEWALKS, ETC, IN OR NEAR THE PROPOSED CONSTRUCTION AREA. THIS WORK SHALL BE CONSIDERED INCIDENTAL AND NOT A SEPARATE PAY ITEM.

17. CONTRACTOR SHALL CLEAN AND RESTORE THE AREA OF OPERATIONS AND CONSTRUCTION TO A CONDITION AS GOOD OR BETTER THAN EXISTED PRIOR TO CONSTRUCTION.

18. CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AND SHALL NOT ALLOW OBSTRUCTION TO REMAIN THAT CAUSES WATER DAMAGE TO ADJACENT PROPERTIES.

SELECT BACKFILL NOTES

1. SELECT BACKFILL SHALL BE BACKFILLED AND COMPACTED TO 95% STANDARD PROTOR DENSITY.

2. SELECT BACKFILL MAY INCLUDE EITHER SELECT BORROW MATERIAL THAT MEETS THE REQUIREMENTS OF ODOT SPECIFICATION SUBSECTION 705.01 AND/OR SELECTIVELY EXCAVATED MATERIAL.

3. SELECT BACKFILL SHALL BE REPRESENTATIVE OF SOILS IN THE VICINITY AND BE REASONABLY FREE OF CLAY LUMPS, OBJECTIONABLE WEEDS, RUBBLE, LITTER, BRUSH, GRADING, OR MAINTENANCE OPERATIONS. SELECT BACKFILL SHALL NOT CONTAIN MORE THAN 95% BY VOLUME OF STONES, STUMPS, OR OTHER OBJECTS LARGER THAN ONE INCH (1") IN ANY DIMENSION. SELECT BACKFILL SHALL NOT BE PLACED WHEN THE SUBGRADE IS FROZEN, EXCESSIVELY WET, EXTREMELY DRY, OR IN A CONDITION OTHERWISE DETRIMENTAL TO PROPER GRADING.

4. PRICE BID FOR CONCRETE CURB & GUTTER AND TRENCH DRAIN SHALL INCLUDE SELECT BACKFILL. SUCH PAYMENT SHALL BE FULL COMPENSATION FOR MATERIALS, EQUIPMENT, LABOR AND INCIDENTALS REQUIRED TO BACKFILL AND COMPACT THE SELECT BACKFILL IN PLACE.

PAY ITEMS TABLE

ODOT SPEC #	PAY ITEM	ESTIMATED QUANTITY	UNIT	DESCRIPTION OF PAY ITEM	PAY ITEM NOTES
641	1	1	LS	Mobilization, Traffic Control and Restoration	P-4, P-9, P-10
619	2	4705	SY	Remove Pavement and Base Materials up to 13" thick	P-3, P-6, P-7, P-9
609, 619	3	77	LF	Remove & Replace Concrete Curb & Gutter	P-6, P-7, P-14
303	4	4705	SY	Aggregate Base, 6" ODOT Type A	
310	5	4705	SY	Subgrade - ODOT Method 'B'	P-17
325	6	4705	SY	Separator Fabric	P-1
414	7	4705	SY	7" Dowel Jointed PCC Concrete w/ Finished Surface	P-2, P-9
610	8	1	SF	ADA Ramp w/ Tactile Warning Device	P-19
711	9	76	LF	2' Wide Thermoplastic Permanent Pavement Marking Tape	
202.04	10	0	CY	Muck Excavation & Select Fill	P-15, P-18
SPECIAL	11	1	EA	Engineer's Allowance	P-5

UTILITY COMPANY CONTACT INFORMATION

WATER - CITY OF BARTLESVILLE
401 S JOHNSTONE AVENUE
BARTLESVILLE, OKLAHOMA 74003
CONTACT: TERRY LAURITSEN
(918) 338-4107

SEWER - CITY OF BARTLESVILLE
401 S JOHNSTONE AVENUE
BARTLESVILLE, OKLAHOMA 74003
CONTACT: TERRY LAURITSEN
(918) 338-4107

ELECTRIC - AEP / PSO
310 S. COMANCHE AVE.
BARTLESVILLE, OKLAHOMA 74003
CONTACT: TIEN CHAO
(918) 337-1216

TELEPHONE - SBC COMMUNICATIONS
119 EAST SIXTH STREET
BARTLESVILLE, OKLAHOMA 74003
CONTACT: JAY HALFERTY
(918) 662-3033

CABLE - CABLE ONE
4127 S.E. NOWATA ROAD
BARTLESVILLE, OKLAHOMA 74006
CONTACT: DENNIS ANDERSON
(918) 335-0332

GAS - OKLAHOMA NATURAL GAS
3601 NE INDIANA
BARTLESVILLE, OKLAHOMA 74006
CONTACT: JOLEEN CHULEEWAH
(918) 335-5701

OKIE811 Know what's below. Call before you dig.

PAY ITEM NOTES

P.-1. OVERLAPS AND WRAP-AROUNDS IN SEPARATOR FABRIC SHALL NOT BE MEASURED FOR PAYMENT.

P.-2. DOWELING, EPOXY, AND JOINT REINFORCEMENT SHALL BE SUBSIDIARY TO THE CONCRETE PAVEMENT BID ITEMS.

P.-3. REMOVAL OF PAVEMENT INCLUDES ALL SAWCUTTING, WHICH SHALL BE FULL DEPTH, REMOVAL OF ASPHALT, REMOVAL OF CONCRETE, REMOVAL OF SIDEWALK, AND REMOVAL OF CURB & GUTTER.

P.-4. CONSTRUCTION SIGNING AND STRIPING SHALL BE INSTALLED IN A MANNER APPROVED BY THE ENGINEER, IN ACCORDANCE WITH CHAPTER VI OF THE MUTCD, CURRENT EDITION, AND ALL APPLICABLE ODOT STANDARD DRAWINGS. CONTRACTOR SHALL PROVIDE A PROPOSED TRAFFIC CONTROL PLAN FOR APPROVAL BY THE CITY ENGINEER PRIOR TO BEGINNING WORK. AMOUNT BID FOR THIS ITEM SHALL BE PAYMENT IN FULL FOR THE INSTALLATION, MAINTENANCE, AND SUBSEQUENT REMOVAL OF ALL NECESSARY CONSTRUCTION TRAFFIC CONTROL DEVICES AND PAVEMENT MARKINGS REQUIRED FOR THE COMPLETION OF THIS PROJECT.

P.-5. THIS PAY ITEM SHALL COVER ITEMS THAT WERE UNFORSEEN DURING DESIGN AND MAY ONLY BE USED WITH WRITTEN PERMISSION OF THE CITY ENGINEER.

P.-6. ALL SAWCUTS NECESSARY FOR THE PROPOSED IMPROVEMENTS SHALL BE SUBSIDIARY TO THE REMOVAL OF PAVEMENT BID ITEM. SAWCUTS SHALL BE FULL DEPTH OF PAVEMENT.

P.-7. REMOVAL ITEMS BECOME THE PROPERTY OF THE CONTRACTOR UNLESS OTHERWISE NOTED IN THE PLANS. THE CONTRACTOR SHALL REMOVE FROM THE PROJECT AREA ALL SURPLUS MATERIAL. THIS SHALL BE INCIDENTAL AND NOT A SEPARATE PAY ITEM. SURPLUS MATERIALS FROM THE EXCAVATION INCLUDING DIRT, CONCRETE, MILLINGS, TRASH, ETC. SHALL BE PROPERLY DISPOSED OF IN ACCORDANCE WITH GENERAL CONSTRUCTION NOTE 12.

P.-8. NOT USED.

P.-9. DURING CONSTRUCTION OPERATIONS TWO-WAY TRAFFIC MUST BE MAINTAINED AT ALL TIMES. ONE LANE OF TRAFFIC AROUND CONSTRUCTION OPERATIONS IN PROGRESS WITH ADEQUATE SAFEGUARDS WILL BE ACCEPTABLE UNLESS OTHERWISE DIRECTED BY THE CITY ENGINEER. THE CONTRACTOR SHALL SUBMIT AN ACCEPTABLE TRAFFIC PLAN AT THE PRE-CONSTRUCTION MEETING.

P.-10. CONTRACTOR SHALL PROVIDE TEMPORARY CENTERLINE AND LANE STRIPING ANYTIME EXISTING MARKINGS ARE OBLITERATED. ALL MARKINGS TO BE IN PLACE AT THE CLOSE OF EACH DAYS WORK.

P.-11. NOT USED.

P.-12. NOT USED.

P.-13. NOT USED.

P.-14. PAY ITEM INCLUDES EXCAVATION, SAWCUTTING, SELECT BACKFILL, TOPSOIL, SOLID SLAB SOD, FABRIC, AND AGGREGATE BASE.

P.-15. MUCK EXCAVATION:

P.-15.1. WORK UNDER THIS SECTION MAY ONLY BE PERFORMED AT THE WRITTEN DIRECTION OF THE CITY ENGINEER OR HIS DESIGNATED REPRESENTATIVE.

P.-15.2. UNDER THIS ITEM CONTRACTOR SHALL FURNISH ALL EQUIPMENT, MATERIAL, LABOR, TOOLS, AND INCIDENTALS NECESSARY TO EXCAVATE SOFT SPOTS. THE EXCAVATION SHALL BE TO A DEPTH AS DESIGNATED BY THE INSPECTOR OR CITY ENGINEER. THE AREA WILL BE FILLED WITH SURGE ROCK (2" TO 6" GRADATION) PLACED AND COMPACTED TO ODOT SPECIFICATIONS. THE WORK INCLUDES BUT IS NOT LIMITED TO COMPACTING, ROLLING AND PREPARING THE SUBGRADE, BACKFILL AS REQUIRED, AGGREGATE PLACEMENT, SHAPING, AND COMPACTION.

P.-15.3. MEASUREMENT FOR WORK UNDER THIS ITEM WILL BE PER CUBIC YARD. CONTRACTOR AND CITY MUST AGREE TO QUANTITY PRIOR TO PLACEMENT OF SURGE ROCK.

P.-15.4. PAYMENT FOR ALL WORK UNDER THIS ITEM SHALL BE MADE AT THE CONTRACT UNIT PRICE PER CUBIC YARD FOR EACH CUBIC YARD ACTUALLY CONSTRUCTED AND ACCEPTED. SAID PAYMENT SHALL BE FULL COMPENSATION FOR ALL EQUIPMENT, MATERIAL, LABOR, AND INCIDENTALS NECESSARY TO COMPLETE THE WORK.

P.-16. NOT USED.

P.-17. SUBGRADE METHOD 'B' PER ODOT 2009 STANDARD SPECIFICATIONS, SUBSECTION 310.04.B.

P.-18. THERE ARE NO ITEMS OF THIS TYPE KNOWN TO BE IN NEED OF ADJUSTMENT AT THE TIME OF BID. THIS ITEM ESTABLISHES A PRICE IF UNKNOWN ITEMS ARE ENCOUNTERED DURING CONSTRUCTION.

P.-19. PAY ITEM INCLUDES SAWCUTTING, EXCAVATION, SELECT BACKFILL, SAND BASE, JOINTING, SOLID SLAB SOD OF ANY UNPAVED DISTURBED AREAS, RAMP, TACTILE WARNING DEVICE, & APPROXIMATELY 2-FOOT NEW SIDEWALK TO TIE INTO EXISTING WALK.

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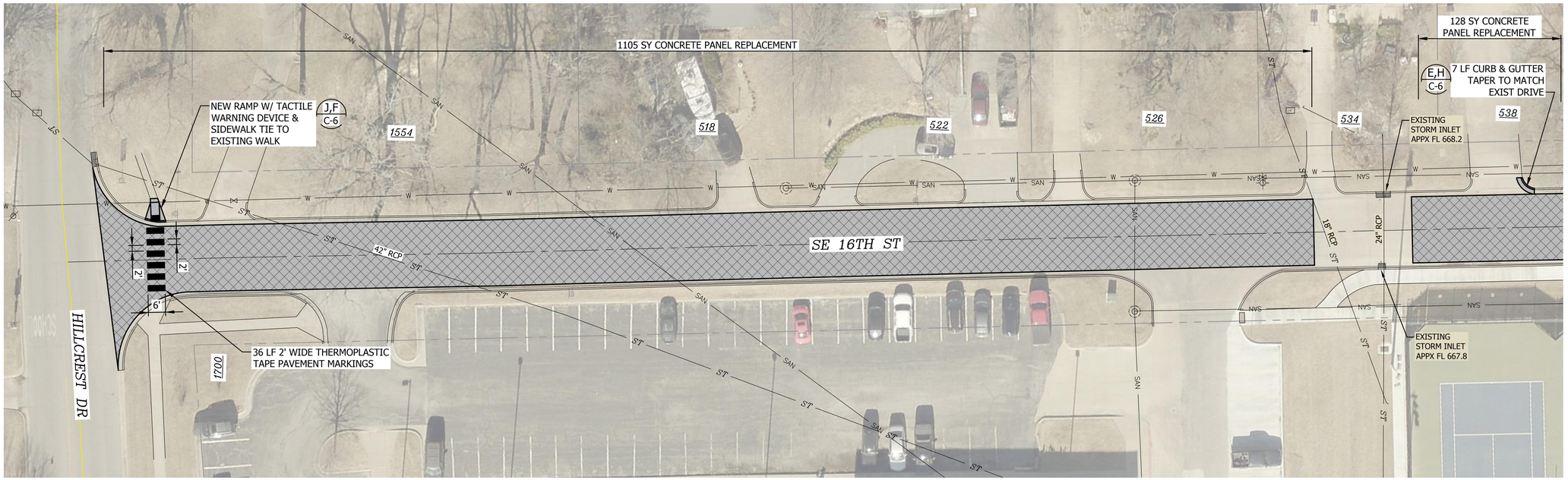

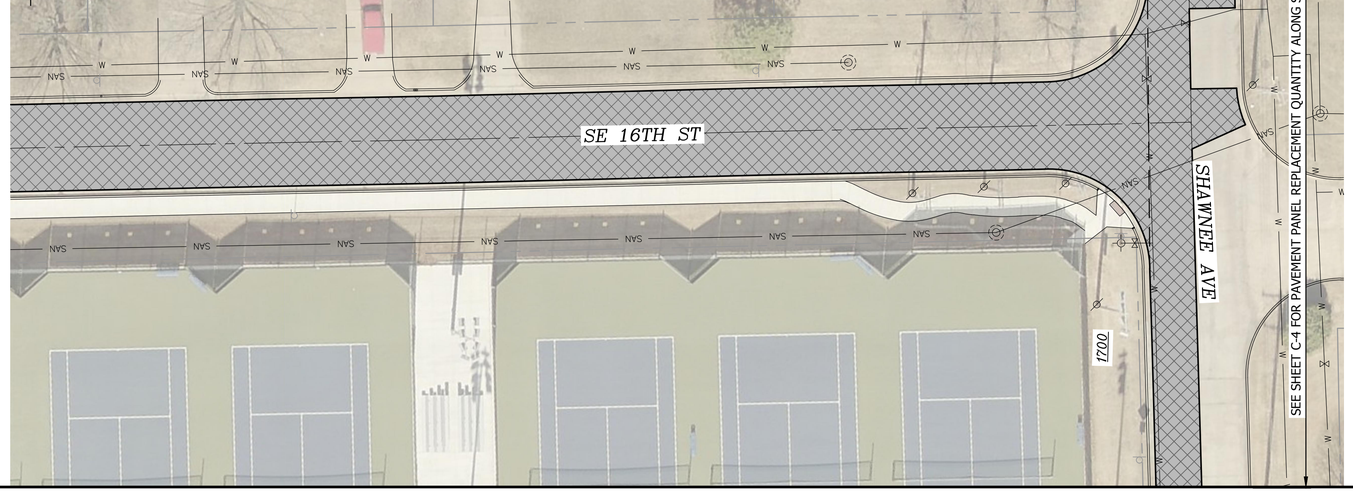

PROPERTY LINE
STORM DRAIN LINE
WATER LINE
SANITARY SEWER LINE
STORM JUNCTION BOX
FIRE HYDRANT
WATER VALVE
SANITARY SEWER MANHOLE
AREA STORM INLET
CURB & GRATE STORM INLET
SIGN
WATER METER

7" DOWEL JOINTED CONCRETE PAVEMENT PANEL REPLACEMENT (A,B C-6)

NOTES:

1. ONE LANE MUST REMAIN OPENED AT ALL TIMES.
2. CONSTRUCTION MUST BE SIGNED IN ACCORDANCE WITH THE LATEST MUTCD.
3. ALL GRASS AREAS DISTURBED BY CONTRUCTION SHALL RECEIVE SLAB SODDING OF THE SAME GRASS TYPE.
4. CONCRETE PAVING SHALL UTILIZE LOAD TRANSFER UNITS FOR ALL CONTRACTION AND EXPANSION JOINTS.
5. LOAD TRANSFER UNITS SHALL BE SUBSIDIARY TO OTHER PAY ITEMS OF WORK.

-20' 0 20' 40'
SCALE IN FEET

city of bartlesville
CONNECTED / CREATIVE / VIBRANT
ENGINEERING SERVICES

#	DATE	DESCRIPTION	BY
.	.	.	.

DESIGNED BY: SKC
DRAWN BY: SKC
CHECKED BY: WMS

BID SET

PROJECT:
16TH ST - SHAWNEE AVE - STONEWALL AVE
CONCRETE PAVING RENOVATIONS

16TH STREET PLAN

PROJECT NUMBER	DATE	SHEET
2018072	2/14/2019	C-3

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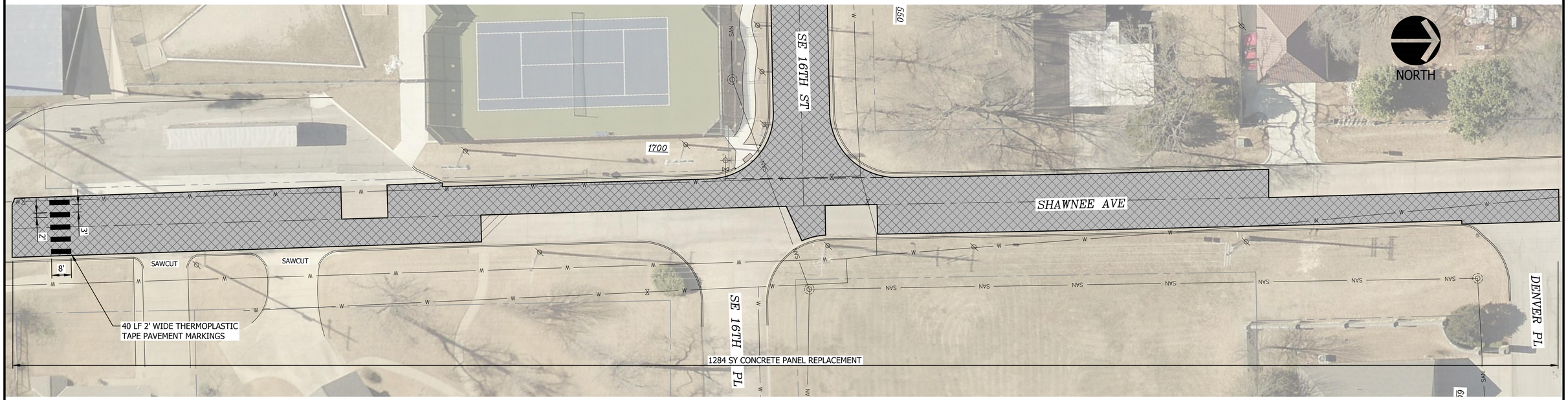

PROPERTY LINE

STORM DRAIN LINE

WATER LINE

SANITARY SEWER LINE

STORM JUNCTION BOX

FIRE HYDRANT

WATER VALVE

SANITARY SEWER MANHOLE

AREA STORM INLET

CURB & GRATE STORM INLET

SIGN

WATER METER

7" DOWEL JOINTED CONCRETE PAVEMENT PANEL REPLACEMENT (A,B C-6)

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SCALE IN FEET

city of bartlesville
CONNECTED / CREATIVE / VIBRANT

ENGINEERING SERVICES

#	DATE	DESCRIPTION	BY
.	.	.	.

DESIGNED BY: SKC
DRAWN BY: SKC
CHECKED BY: WMS

BID SET

PROJECT:
16TH ST - SHAWNEE AVE - STONEWALL AVE
CONCRETE PAVING RENOVATIONS

SHAWNEE AVENUE PLAN

PROJECT NUMBER	DATE	SHEET
2018072	2/14/2019	C-4

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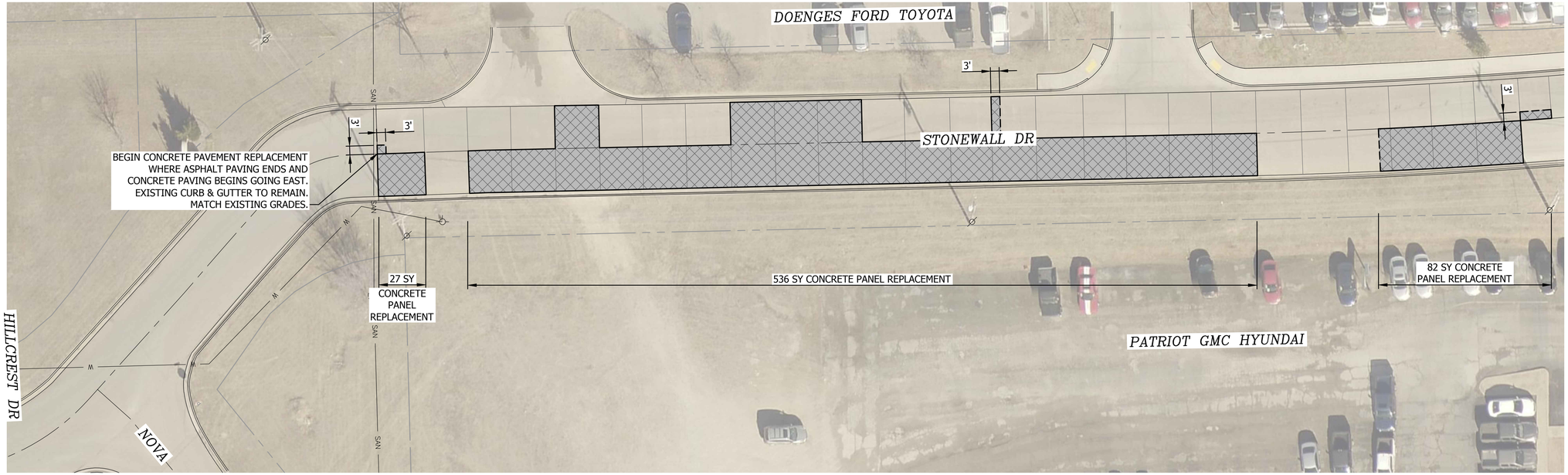
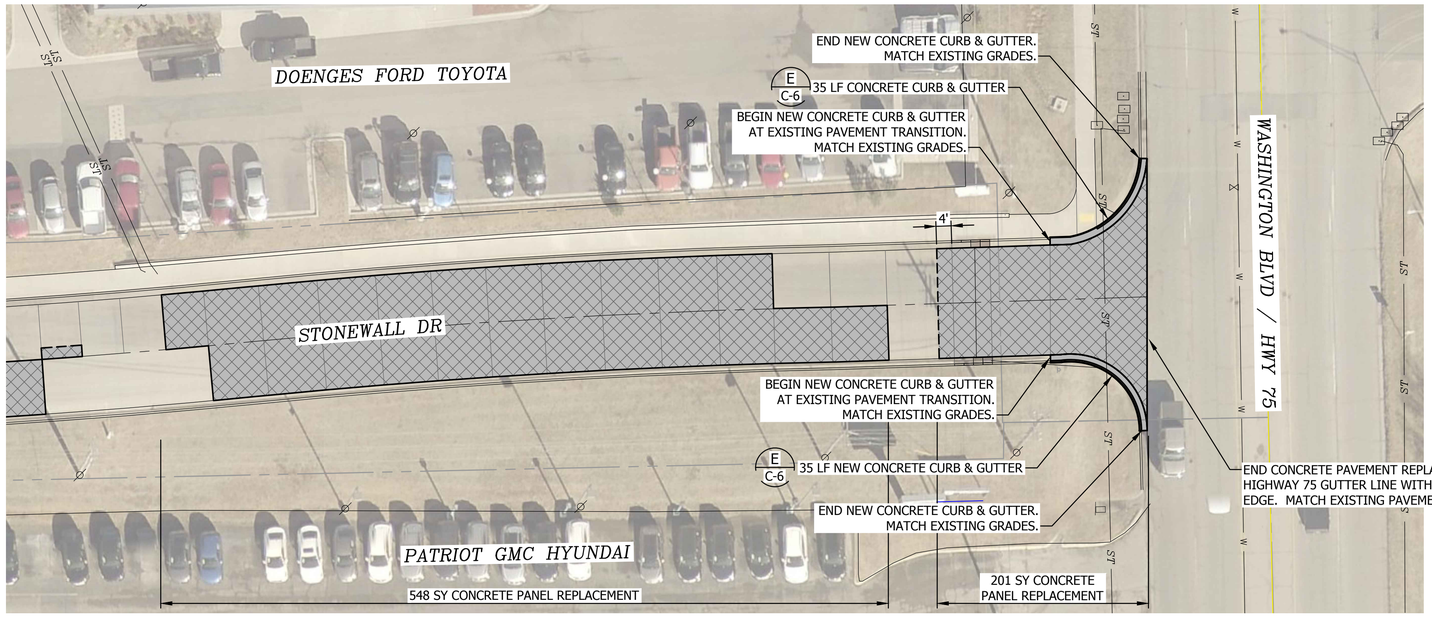


NORTH



NORTH

PROPERTY LINE
STORM DRAIN LINE
WATER LINE
SANITARY SEWER LINE
STORM JUNCTION BOX
FIRE HYDRANT
WATER VALVE
SANITARY SEWER MANHOLE
AREA STORM INLET
CURB & GRATE STORM INLET
SIGN
WATER METER

7" DOWEL JOINTED CONCRETE PAVEMENT PANEL REPLACEMENT A,B C-6

NOTES:

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SCALE IN FEET

city of bartlesville
CONNECTED / CREATIVE / VIBRANT
ENGINEERING SERVICES

#	DATE	DESCRIPTION	BY
.	.	.	.

DESIGNED BY: SKC
DRAWN BY: SKC
CHECKED BY: WMS

BID SET

PROJECT:
16TH ST - SHAWNEE AVE - STONEWALL AVE
CONCRETE PAVING RENOVATIONS

STONEWALL DRIVE PLAN

PROJECT NUMBER	DATE	SHEET
2018072	2/14/2019	C-5

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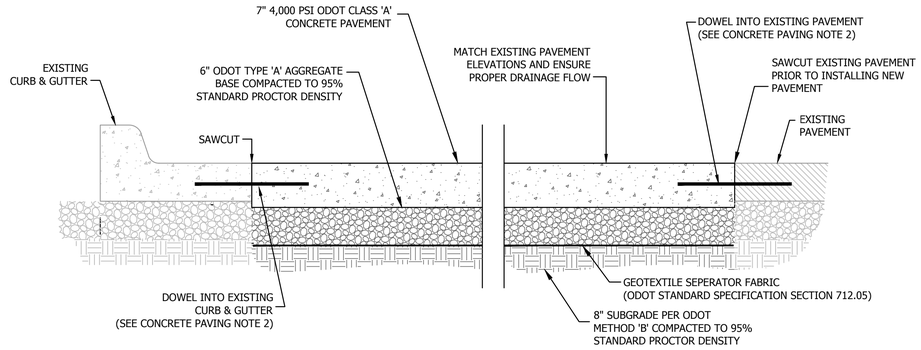


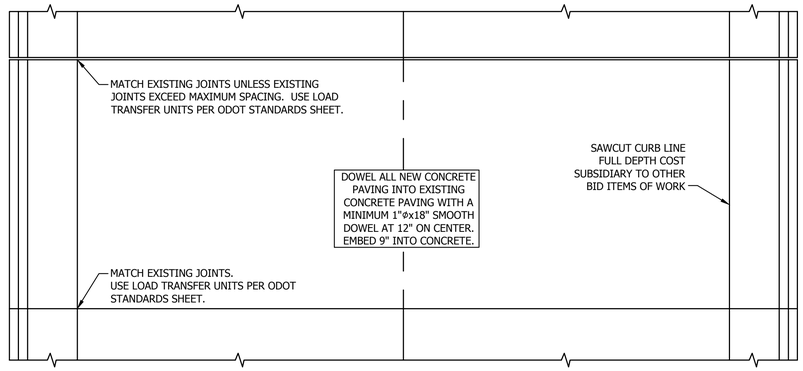
CONCRETE PAVING NOTES:

1. PROOF ROLL SUBGRADE AND REPAIR SUB-STANDARD AREAS. REPAIR SHALL CONSIST OF EXCAVATING SUBSTANDARD MATERIAL, IMPORTING APPROVED MATERIAL, COMPACTING, & TESTING. PROOF ROLLING SHALL BE SUBSIDIARY TO OTHER BID ITEMS OF WORK.
2. FOR CONCRETE PANEL REPLACEMENT, DOWEL INTO EXISTING CONCRETE PAVING WITH 1" x 18" SMOOTH DOWEL AT 12" ON CENTER. EMBED 9" INTO CONCRETE.

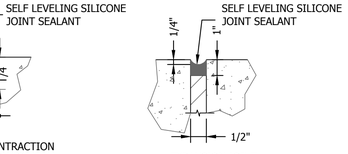
A TYPICAL CONCRETE PAVING SECTION
NTS

GENERAL NOTES:

1. STREET EXPANSION AND CONTRACTION JOINTS SHALL MATCH EXISTING PAVEMENT. MAXIMUM SPACING OF CONTRACTION JOINTS SHALL BE AS FOLLOWS:
   - 7" CONCRETE 14' ON CENTER
   - 6" CONCRETE 12' ON CENTER
   - 4" CONCRETE 8' ON CENTER
2. ONLY SILICONE SEALANT MEETING ODOT STANDARDS & SPECIFICATIONS SHALL BE ACCEPTABLE FOR USE.
3. ALL JOINTS SHALL BE SAND BLASTED TO CLEAN AND THEN BLOWN OUT WITH OIL-FREE COMPRESSED AIR. SURFACES MUST BE CLEAN, DRY, FROST-FREE, AND DUST-FREE DURING INSTALLATION OF BACKER ROD AND SILICONE JOINT SEALANT.



B TYPICAL PAVING DETAIL
NTS

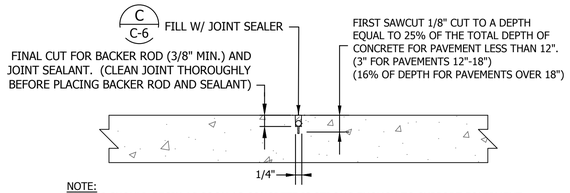


LONGITUDINAL, CONTRACTION & CONSTRUCTION JOINT

EXPANSION JOINT

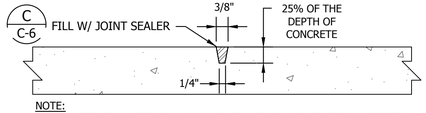
BACKER RODS ARE ACCEPTABLE FOR USE IN CONTRACTION AND/OR CONSTRUCTION JOINTS PROVIDED THAT THE SILICONE JOINT SEALANT IS AT LEAST 1/2" THICK.

C JOINT SEAL DETAIL
NTS



NOTE:
SAWING SHOULD BEGIN AS SOON AS CONCRETE IS STRONG ENOUGH TO SUPPORT EQUIPMENT. AVOID RAVELING DURING SAWING OPERATION. ALL JOINTS SHOULD BE SAWED WITHIN 12 HOURS OF CONCRETE PLACEMENT. EARLIER IN HOT WEATHER AND WHEN CONCRETE IS CONSTRUCTED ON STABILIZED BASE.

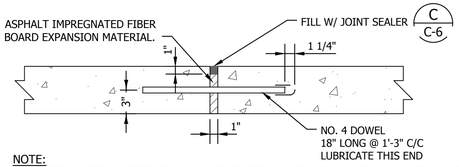
SAWED TRANSVERSE CONTRACTION JOINT



NOTE:
TOOLED JOINTS MUST BE RUN EARLY IN THE FINISHING PROCESS AND RERUN LATER TO ENSURE GROOVE BOND HAS NOT OCCURRED.

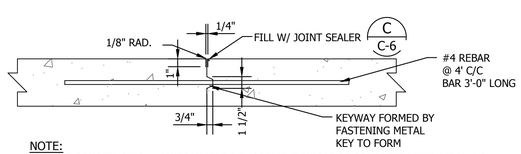
TOOLED CONTRACTION JOINT

G1 CONTRACTION JOINT DETAILS
NTS



NOTE:
PROVIDE EXPANSION JOINTS AT ALL RADIUS POINTS AND CORNERS. ALSO AT JUNCTIONS OF DRIVEWAYS WITH WALKS, CURBS, OR OTHER OBSTRUCTIONS AND AT JUNCTIONS OF WALKS WITH BUILDINGS OR OTHER OBSTRUCTIONS.

G2 EXPANSION JOINT DETAIL
NTS

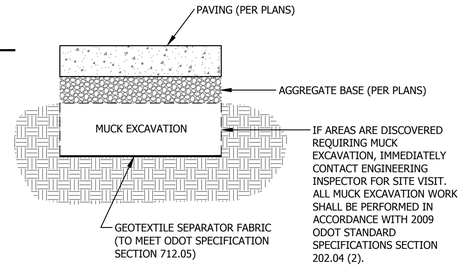


NOTE:
PROVIDE CONSTRUCTION JOINTS WHERE 2 SUCCESSIVE PIECES OF CONCRETE MEET. KEYWAYS SHOULD NOT BE USED ON PAVEMENT LESS THAN 9" THICK OR AT JOINTS THAT WILL CARRY HEAVY LOADS. INSTEAD, METAL DOWELS SHOULD BE USED. DOWELS MUST BE CAREFULLY LINED UP PARALLEL OR THEY MAY INDUCE RESTRAINT CAUSING RANDOM CRACKING AT END OF DOWEL.

G3 CONSTRUCTION JOINT DETAIL
NTS

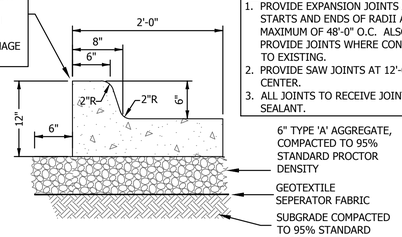
G STANDARD CONCRETE PAVEMENT JOINTS

NOTES:
1. REINFORCEMENT SHALL HAVE 1 1/2" MIN. COVER ON EXPOSED FACES AND 2" COVER ON GROUND CONTACT SURFACES.
2. ALL JOINTS MUST CONFORM TO ALL ODOT STANDARDS AND SPECIFICATIONS FOR JOINTS AND SEALERS.



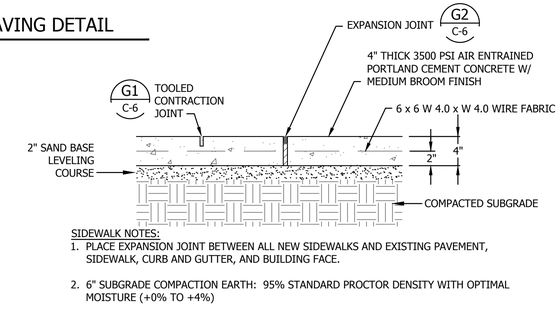
D MUCK EXCAVATION DETAIL
NTS

IF CURB ABUTTS EARTH - BACKFILL W/ TOPSOIL. SLOPE TO DRAIN TOWARD STREET.
IF CURB ABUTTS WALK - PROVIDE 1/2" EXPANSION JOINT W/ JOINT SEALER. PROVIDE POSITIVE DRAINAGE TOWARD STREET.



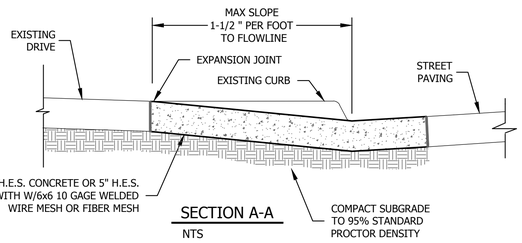
CURB JOINT NOTES:
1. PROVIDE EXPANSION JOINTS AT ALL STARTS AND ENDS OF RADII AND AT A MAXIMUM OF 48'-0" O.C. ALSO PROVIDE JOINTS WHERE CONNECTING TO EXISTING.
2. PROVIDE SAW JOINTS AT 12'-0" ON CENTER.
3. ALL JOINTS TO RECEIVE JOINT SEALANT.

E 6" CONCRETE CURB & GUTTER
NTS

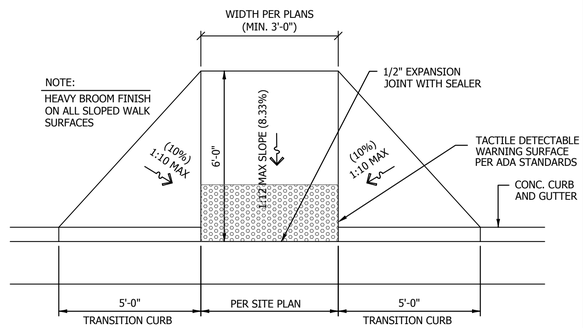


SIDEWALK NOTES:
1. PLACE EXPANSION JOINT BETWEEN ALL NEW SIDEWALKS AND EXISTING PAVEMENT, SIDEWALK, CURB AND GUTTER, AND BUILDING FACE.
2. 6" SUBGRADE COMPACTION EARTH: 95% STANDARD PROCTOR DENSITY WITH OPTIMAL MOISTURE (+0% TO +4%)
3. WALK CROSS-SLOPE TO BE 2% (¼" PER FOOT) TOWARD STREET.

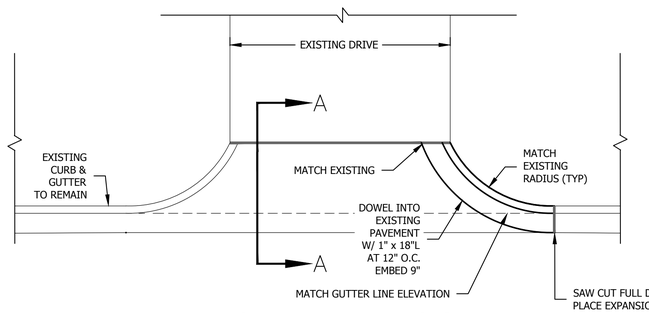
F 4" CONCRETE SIDEWALK
NTS



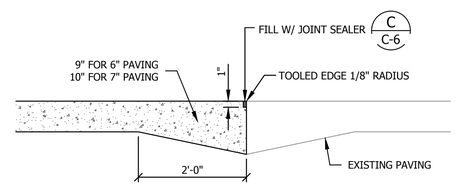
SECTION A-A
NTS



J TYPE 'A' ODOT HANDICAP RAMP
3/8" = 1'-0"



H TYPICAL DRIVEWAY APPROACH REPAIR
NTS



K THICKENED EDGE PAVING DETAIL
NTS

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city of bartlesville CONNECTED / CREATIVE / VIBRANT
ENGINEERING SERVICES

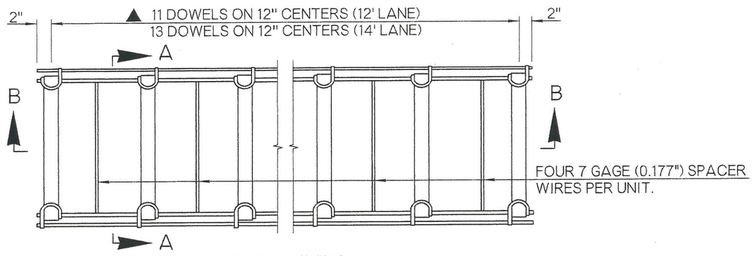
#	DATE	DESCRIPTION	BY
.	.	.	.

DESIGNED BY: SKC
DRAWN BY: SKC
CHECKED BY: WMS

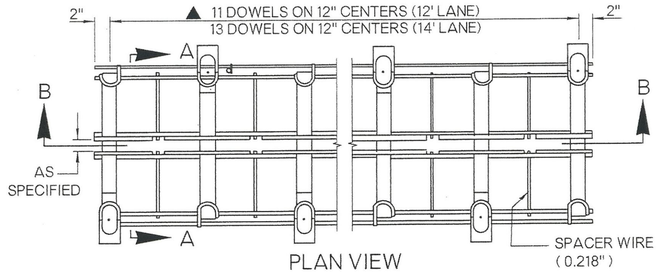
BID SET
PROJECT:
16TH ST - SHAWNEE AVE - STONEWALL AVE
CONCRETE PAVING RENOVATIONS

PAVEMENT DETAILS

PROJECT NUMBER	DATE	SHEET
2018072	2/14/2019	C-6



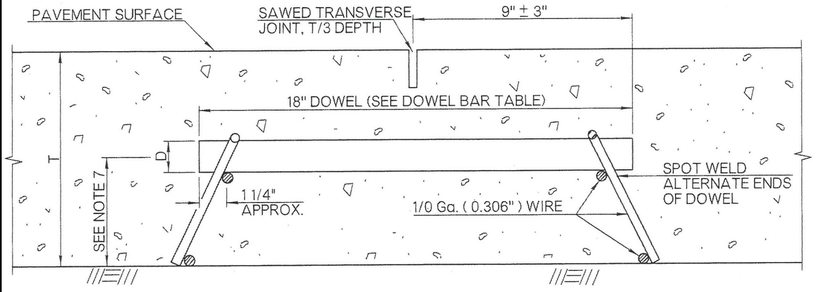
PLAN VIEW



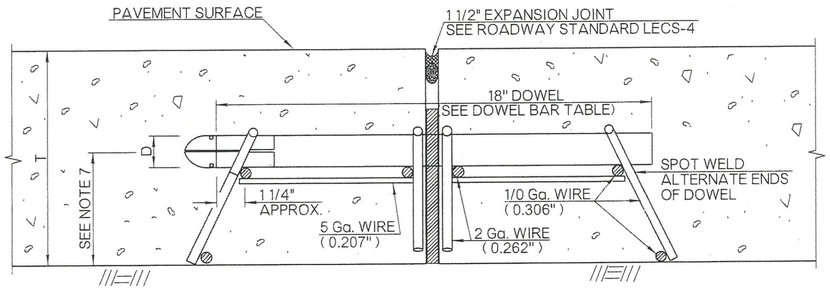
PLAN VIEW

DOWEL BAR TABLE			
▲ SPACING & SIZE DATA			
(T) SLAB DEPTH	DOWEL DIA.	TOTAL DOWEL LENGTH	C/C DOWEL SPACING
6" - 8"	1"	18"	12"
8 1/2" - 10"	1¼"	18"	12"
10 1/2" & UP	1½"	18"	12"

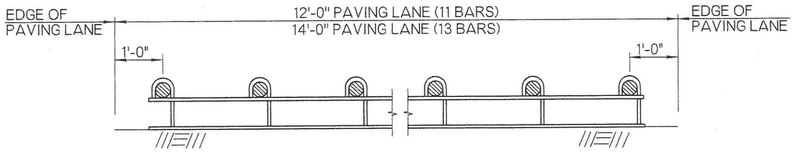
DOWEL DIAMETER WILL BE DETERMINED BY THE SLAB DEPTH (T) OR THE NOMINAL DEPTH WHEN SLAB DEPTH VARIES. WHEN NOMINAL DEPTH VALUE IS TO BE USED, THE CALCULATED NOMINAL DEPTH WILL BE SHOWN ON THE PLANS.



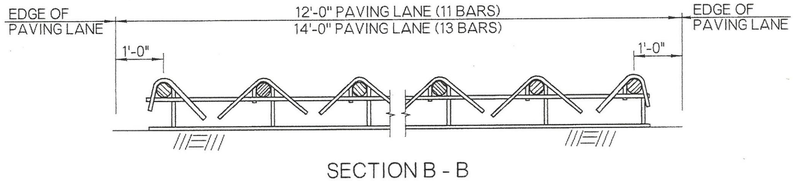
SECTION A - A



SECTION A - A



SECTION B - B



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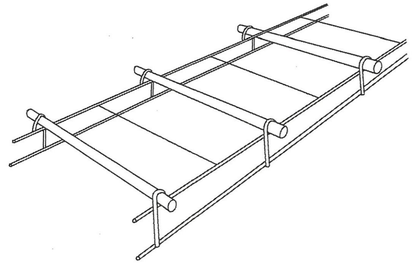
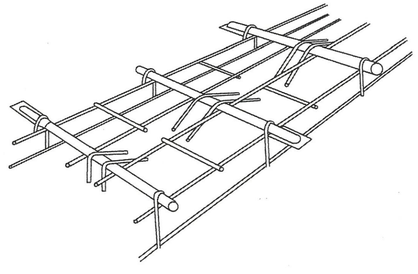


WELDED CONTRACTION JOINT ASSEMBLY



WELDED EXPANSION JOINT ASSEMBLY

GENERAL NOTES

1. ALL CONSTRUCTION AND MATERIAL REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE 2009 ODOT STANDARD SPECIFICATIONS.
2. ANY DEVICE USED FOR SUPPORTING DOWELS SHALL HAVE SUFFICIENT RIGIDITY AND BE HELD IN PLACE DURING CONCRETE PLACEMENT SO THAT DOWELS WILL BE IN SPECIFIED POSITION IN THE FINISHED PAVEMENT. ANY DEVICE NOT PRODUCING THE SPECIFIED RESULTS SHALL BE REJECTED.
3. PRODUCER AND CONTRACTOR SHALL AVOID PATENT INFRINGEMENT OF THE BASKET AND SHALL SAVE THE STATE HARMLESS IN THE USE OF ANY BASKET.
4. THE CONTRACTOR MAY SELECT THE TYPE OF BASKET TO BE USED. AFTER THE SELECTION IS MADE, THE SAME TYPE BASKET SHALL BE USED THROUGHOUT THE PROJECT, UNLESS APPROVED OTHERWISE BY THE ENGINEER.
5. COLD-DRAWN STEEL WIRE, USED FOR DOWEL BASKETS, SHALL BE ACCEPTED BY VISUAL FIELD INSPECTION, AS PROVIDING SUFFICIENT DOWEL BAR SUPPORT DURING PAVING PROCESS.
6. ▲ DOWEL BARS SHALL BE GRADE 60 PLAIN BARS, IN ACCORDANCE WITH SECTION 723.01 OF THE SPECIFICATIONS. DOWEL BARS SHALL BE CENTERED ON THE BASKET REGARDLESS OF THE WIDTH OF THE BASKET OR THE LENGTH OF THE DOWEL BAR.
7. THE HEIGHT OF THE LOAD TRANSFER UNIT (MEASURED TO THE CENTER OF THE DOWEL BAR FROM THE PAVEMENT SURFACE) SHALL BE 1/2 THE THICKNESS OF THE PAVEMENT, PLUS OR MINUS 1/2 THE DIAMETER OF DOWEL BAR OF THE UNIT.
8. DOWEL BARS SHALL HAVE A SHOP APPLIED EPOXY COATING OVER THEIR ENTIRE LENGTH (ENDS EXCEPTED). ADDITIONALLY, DOWELS SHALL BE COMPLETELY COATED WITH A FORM RELEASE AGENT (OR APPROVED EQUIVALENT BOND BREAKER) APPLIED IN THE FIELD, IMMEDIATELY PRIOR TO PAVING. THE FORM RELEASE AGENT SHALL NOT BE ALLOWED TO EVAPORATE FROM THE BARS PRIOR TO PAVING.
9. FOR EXPANSION JOINTS, THE DOWEL BARS SHALL HAVE EXPANSION CAPS WITH A MINIMUM 1" AND A MAXIMUM 2" AIR SPACE IN THE END OF THE EXPANSION CAPS (EXPANSION JOINT ASSEMBLIES).
10. THE CONTRACTOR SHALL DEMONSTRATE TO THE ENGINEER A STAKING PATTERN THAT SHALL SECURE ALL DOWEL BASKETS SUCH THAT THE FINAL DOWEL POSITION IS WITHIN SPECIFICATION LIMITS.
11. FOR EXPANSION JOINTS, IN ADDITION TO THE SUPPORTS INDICATED, THE CONTRACTOR SHALL PROVIDE SUITABLE INSTALLING DEVICES AND SUCH ADDITIONAL STAKES AS MAY BE REQUIRED TO HOLD THE JOINT FILLER VERTICAL AND SECURELY IN LINE AND POSITION. THE CONTRACTOR WILL ALSO BE REQUIRED TO SATISFACTORILY FORM THE UPPER PORTION OF THE JOINT FOR RECEIVING THE SEAL. SEE ROADWAY STANDARD LECS-4.

APPROVED BY ROADWAY ENGINEER: _____ DATE: 04/16/15

ROADWAY DESIGN DIVISION STANDARD

LOAD TRANSFER UNITS FOR CONCRETE PAVEMENT JOINTS

OKLAHOMA DEPARTMENT OF TRANSPORTATION
2009 SPECIFICATIONS

LTU-4 | 0

city of bartlesville
CONNECTED / CREATIVE / VIBRANT

ENGINEERING SERVICES

#	DATE	DESCRIPTION	BY
.	.	.	.

DESIGNED BY: SKC
DRAWN BY: SKC
CHECKED BY: WMS

BID SET

PROJECT:
16TH ST - SHAWNEE AVE - STONEWALL AVE
CONCRETE PAVING RENOVATIONS

ODOT R-15
TRANSFER JOINT DETAILS

PROJECT NUMBER	DATE	SHEET
2018072	2/14/2019	C-7

Drawing Name: G:\PROJECTS\2018072_16th-Shawnee-Stonewall_Concrete Pavement Rehab\CAD\2018072_16th-Shawnee-Stonewall_Conc Pvmt Rehab.dwg Layout Name: ODOT R-15 Dtls Plotted By: SKCHARLES Plotted on: 2/19/2019 1:52:24 PM

city of bartlesville
CONNECTED / CREATIVE / VIBRANT

Agenda Item 9

April 1, 2019
Prepared by John Banks, Fire Chief
Fire Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Project/Equipment Description:

Thirty Five (35) new Nexedge VHF Portable Radios with antennas, intrinsically safe batteries, battery chargers and labor for installation.

Attachments:

Receive Bid: #2018-2019-031
Source of Fund: #243-250-53310

II. STAFF COMMENTS AND ANALYSIS

The City of Bartlesville advertised in the Examiner Enterprise and on the City web page along with sending bid packets to 3 vendors, Radio Communications Specialist in Springfield, Mo., A & W Communications in Eolia, Mo. and Warner Communications in St. Louis, Mo. The following bids were received. Radio Communications Specialist in Springfield Mo. was the low bid in the amount of $27,162.62. The next highest bid was Stolz Telecom L.L.C. in Oklahoma City in the amount of $28,831.15. Action Communications L.L.C.in Bartlesville was the next highest bid in the amount of $29,261.75 and A & W Communications was the highest bid in the amount of $38,180.00.

III. RECOMMENDED ACTION

Staff recommends awarding the bid to Radio Communications Specialist in the amount of $27,162.62. Councilman Curd reviewed with staff and recommends approval of staff's recommendation.

2019-04

GRANT APPLICATION AUTHORIZATION FORM

City personnel shall not apply for or accept a grant without completion and approval of this form.

Date: 2/5/19

Person submitting grant application: Nancy Warring	Department(s) benefitting from grant: Fire

Brief summary of project:

Purchase 35 portable radios. The purchase of these radios will bring uniformity to all our fire apparatus portable radios. Currently we have a mixture of different models of portable radios that can make it difficult for firefighters to preform portable radio operations seamlessly. Different models operate somewhat differently, and for that reason could create problems for firefighters in a stressful situation. [Please expand.]

Who will manage project? John Banks Who will manage grant? Nancy Warring

Total estimated project cost:	Amount of grant funding to be requested:	Is a local match required?	Amount of local match to be provided: Cash	In-kind
$ 35,000.00	$ 35,000.00	○ yes ◉ no	$ 0.00	$ 0.00

Source of local cash match:
N/A

Explanation of in-kind match:
N/A

Grantor agency: Phillips 66 Name of Grant:

How are the grant funds dispersed? ◉ funds will be received at project start ○ funds will be reimbursed as expended ○ funds will be reimbursed upon project completion

Brief summary of any additional city commitments:

Deadline for submission of grant application: 2/22/19	Is City Council approval required: ○ yes ◉ no	Deadline for City Council action:

When grant funding ends, will project be sustained? ○ yes ◉ no
If yes, explain how it will be funded:
N/A

Will equipment be purchased? ◉ yes ○ no
If yes, explain how maintenance and/or replacement will be funded:
The maintenance on this equipment should be minimal and will be funded through our department budget.

CITY OF BARTLESVILLE OFFICIAL SEAL OKLAHOMA

	Name	Signature	Date
Department Director	John Banks		2-5-19
Grants Administrator	Nancy Warring		2-6-19
City Manager	Mike Bailey		2-7-19

Form last updated: 9/6/2018

RCS *Radio Communications Specialists*
3045-G East Chestnut Expy.
Springfield, MO 65802
417-866-2622 - Fax: 417-866-7005

QUOTE

CUSTOMER
Bartlesville Fire Dept Attn: Accounts Payable 401 S. Johnstone Bartlesville, OK 74003

Date	Estimate No.
2/28/2019	8071
P.O. No.	**Rep.**
	TLB

QTY	ITEM	DESCRIPTION	UNIT	TOTAL
35	NX-200GK	Nexedge VHF Portable radio, radio and belt clip only. 6 cntrol keys and LCD.	684.00	23,940.00
35	KRA-26M	VHF Helical Antenna	14.00	490.00
35	KSC-32	Dual Rate Charger, 180 series. Tri-chemistry.	70.00	2,450.00
35	KNB-41N...	Kenwood 180 series 2500 MAH 7.2 VDC NIMH BATTERY FM-APPROVED (INTRINSICALLY SAFE)	136.50	4,777.50
35	L-1796	Configure NX-200/300 for intrinsically safe	70.00	2,450.00
35	L-1714	Assemble yellow housing	67.00	2,345.00
35	KVC-15	Adapter, vehicular, rapid. rate KSC-32	114.00	3,990.00
		------ Sub Total ------		40,442.50
	DISCOUNT	SALES DISCOUNT	-35.00%	-14,154.88
1	Field Install	Installation performed on site, TAKE OUT AND INSTALL ALL VEHICLE CHARGERS	875.00	875.00

TOTAL $27,162.62

Action Communications L.L.C.
201 South Sunset Blvd.
Bartlesville, OK 74003
918-333-5600

Bid

Date	Bid #
2/27/2019	2018-2019-031

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

Project
Bartlesville Fire Dept radios

Qty	Description	Price	Total
35	NX-200GK Kenwood Nexedge VHF Portable Radio with belt clip only, 6 control keys and LCD.	477.00	16,695.00
35	KRA-26M VHF Helical Antenna	9.80	343.00
35	KSC-32 Dual Rate Charger, 180 Series, Tri-chemistry	49.00	1,715.00
35	KNB-50NC Kenwood 180 Series 2000 mAh 7.2 VDC NI-MH Battery FM approved(Intrinsically Safe)*	110.25	3,858.75
35	L-1796 Configure NX-200/300 for Intrinsically safe	49.00	1,715.00
35	L1714 Asembly yellow housing	28.00	980.00
35	KVC-15 Adapter vehicular rapid rate KSC-32	83.00	2,905.00
35	Field Installation at Bartlesville Fire Department to remove old vehicular chargers and install new ones	30.00	1,050.00
		Bid Total	**29,261.75**

We look forward to your business!

Stolz Telecom LLC
6825 Camille Avenue
Oklahoma City, OK 73149
(405) 632-2262
OKSales@StolzTele.com
http://www.stolztele.com

ESTIMATE

ADDRESS
City of Bartlesville
City Clerk
401 S Johnstone Ave.
Bartlesville, Oklahoma 74003

SHIP TO
City of Bartlesville
City Clerk
401 S Johnstone Ave.
Bartlesville, Oklahoma
74003

ESTIMATE # 4831
DATE 02/13/2019

ITEM	QTY	PRICE	TOTAL
KENWOOD NX-200GK			
NX-200GK KENWOOD 136-174MHz, 5 W, 14 characters Alphanumeric LCD, LIMITED KEYPAD	35	444.60	15,561.00
KRA-26M VHF helical antenna 146-162 MHz	35	9.10	318.50
KSC-32 Rapid rate single unit charger	35	45.50	1,592.50
KNB-41NC 2500 mAh, Ni-MH battery - requires KSC-32/326K charger [FM & CSA-us ntrinsically Safe Option]	35	88.72	3,105.20
Sales L-1796 - Configure NX-200G/300G for Intrinsically Safe Must order an I.S. battery	35	45.50	1,592.50
Sales L-1714 - Assemble Yellow Housing KWD-YH20-NX with NX-200K/300K/300K3 Portable	35	17.55	614.25
KVC-15 Rapid rate DC vehicular charger adapter for the KSC-32 (chargers not included; includes KSC-mobile bracket & cigarette lighter cable DC adapter)	35	86.12	3,014.20
UTEL Upfit Technician Estimated Labor	35	75.00	2,625.00
Travel Travel Expenses - Per Day Hotel and Meal Expenses	2	204.00	408.00

TOTAL **$28,831.15**

Agenda Item 10
March 26, 2019
Prepared by Community Development Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A public hearing to consider and take action on an application from Dan Keleher of Keleher Architects, on behalf of Grand Lake Mental Health Center Inc., for approval of a rezoning from RS-5 (Residential Single-Family) to C-5 (General Commercial), a Site Development Plan, and Planned Unit Development (PUD) on property located at the intersection of Adams Boulevard and Penn Avenue, legally described as Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14, Block 7, Lincoln Second Addition, Bartlesville, Washington County, Oklahoma. (Case No. PC-19-05-RZ/PUD/SDP)

Attachments:

Exhibit A – Site Location
Exhibit B – Current Zoning
Exhibit C – Aerial Photograph
Exhibit D – Application and PUD Site Development Plan
Exhibit E – Neighborhood Meeting Documentation
Ordinance

II. STAFF COMMENTS AND ANALYSIS

GENERAL INFORMATION:

Applicant: Dan Keleher, on behalf of Grand Lake Mental Health Center (GLMHC)

Requested Action: Approval of a rezoning, Supplemental PUD, and site development plan

Location: 700 S Penn Avenue (Exhibit A)

Current Zoning: RS-5, Single Family Residential & C-5, General Commercial (Exhibit B)

Proposed Zoning: C-5/PUD; General Commercial with supplemental Planned Unit Development

Area of Tract: Approximately 2.01 Acres (Exhibit C)

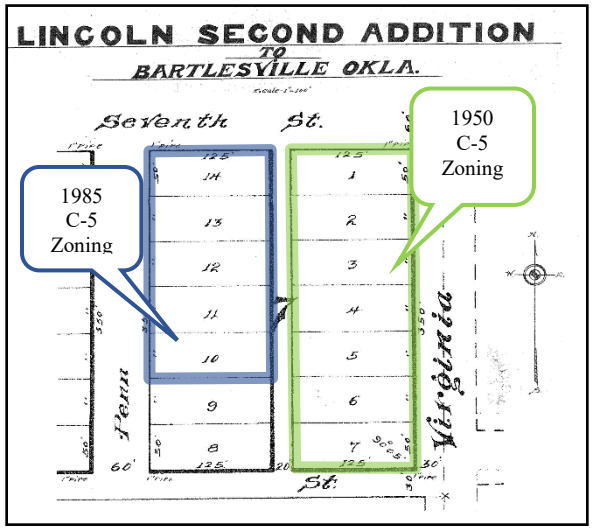
Present Land Use: Grand Lake Mental Health and Parking

Proposed Land Use: Grand Lake Mental Health Addition

Adjacent Zoning and Land Use:

North: M-2/PUD (Medium Industrial) – Mixed-Use Industrial & Residential
South: RM-3 (Multi-Family Residential) – Cherokee Nation Housing Authority
West: RS-5 (Single Family Residential) – Lincoln 2nd Addition
East: RS-5 (Single Family Residential) – Gilkey's Addition

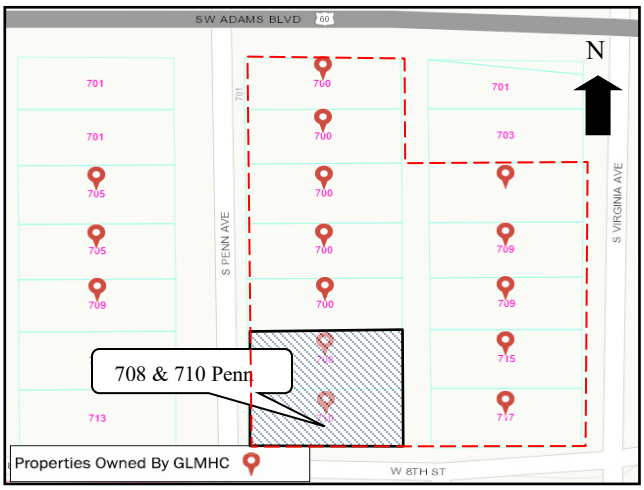
SUPPLEMENTAL INFORMATION:



Land Use & Zoning History: In 1950, the Bartlesville Planning and Zoning Commission decided to zone the east half of Block 7, Lincoln's 2nd Addition as a Business Zone. As zoning districts were reclassified, the zoning code changed to C-5, General Commercial. This section of Block 7 is currently used for the parking lot for Grand Lake Mental Health Center (GLMHC) and has primary frontage on Virginia Avenue. In 1985, a request was made to rezone Lots 10 through 14, which included all but 2 lots in the west half of Block 7, Lincoln's 2nd Addition. The request was to rezone these lots from RS-5 to C-5 in order to allow the construction of a building for the Department of Human Services. After reviewing the case, the MAPC recommended the property be rezoned to Office, but the City Council ultimately approved rezoning the property to C-5 with no restrictions on uses.

Application and Proposed Development: The request being considered at this time proposes approval of a rezoning, supplemental designation planned unit development and site development plan for a 2.01-acre tract to permit the construction of a 13,240 ft² addition to the existing Grand Lake Mental Health Center (GLMHC). This includes the rezoning of the south 100 feet of the site from its current zoning of Single-Family Residential to General Commercial. Additional information concerning the proposed development of the site is provided in Exhibit D.

GLMHC currently owns all but the 2 most northeast lots of Block 7, Lincoln Addition and 3 lots on the west side of Penn. As part of this proposal, the lots addressed 708 and 710 Penn would change zoning from RS-5 to C-5 and the entire area outlined in red will be designated with a PUD overlay (see ownership map to the right). The only new development being proposed is the construction of the new addition on the south side of the existing structure. The façade of new addition will match that of the existing structure, which is brick and wood siding. Pursuant to the flexibility permitted by the PUD regulations, the applicant is requesting modifications to the setbacks required along Penn to accommodate the new construction. Additional details on this request and proposed site plan are provided below.

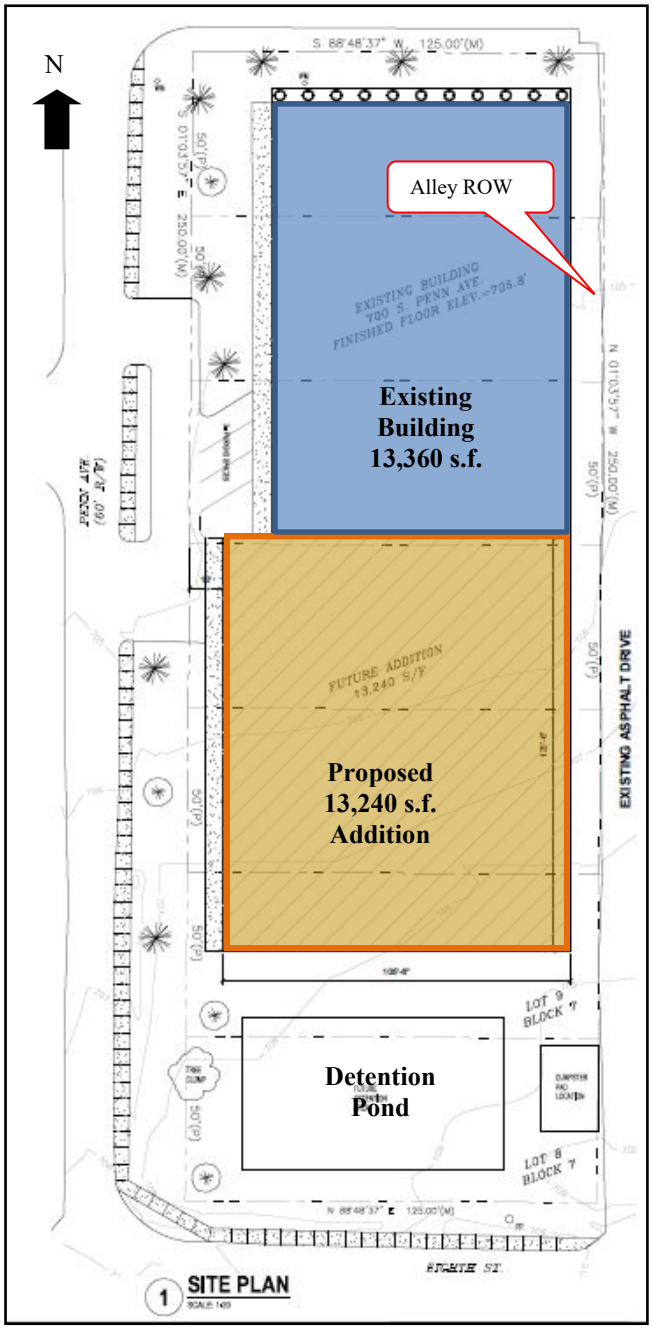


Setbacks, Landscaping, Screening, & Sidewalks: This site is across the street from a single-family residential district on the east and west side of the property and as such requires additional protective landscaping. The following table summarizes the Zoning Regulation requirements and site plan proposal; the items shown in red represent an element that does not meet the minimum requirements of the Zoning Regulations:

Property Line/Area	Required Setback	Proposed/ Existing Setback	Required Landscaping & Screening	Proposed Landscaping & Screening
North	50’	12’ existing setback	5’ Landscaped Strip with 50 points of landscaping, 80% of which are trees	12’ Landscaped Strip with 58 points of landscaping; only 36 points of trees (72%).
South	25’	70’	5’ Landscaped Strip with 50 points of landscaping, 80% of which are trees	70’ Landscaped Strip with no landscaping points.
East	0’	15’	No landscaping required.	NA
West	25’	10’	5’ Landscaped Strip with 140 points of landscaping, 80% of which are trees. An additional 102 points for residential screening, 80% of which must be small to medium shrubs.	5’ Landscaped Strip with 90 points of landscaping, 100% of which are trees

Building Setbacks: The existing 13,360 square foot GLMHC building is set 25 feet from the west property line and only 12-feet from the north property line. The proposed 13,240 square foot addition is set 70 feet from the south property line and only 10 feet from the west property line. The applicant requests this modification to the required setback in order to construct a building size that is based on office workflow. They have offices that require a specific amount of space and the proposed plan and dimensions most efficiently accommodates those needs.

Landscaping and Screening: The proposed landscape plan falls short of the minimum requirements because the calculations were completed using the length of the new addition rather than the entire property line. Because this addition is increasing the building area by more than 25%, the entire site must come into compliance with the General Development Standards of the Zoning Regulations, which includes the landscaping requirements. As such, the calculations shown in the "Required Landscaping & Screening" column above are what must be provided. The proposed landscaping falls short of the minimum requirements on the north, south, and west sides of the lot.



Sidewalks: Using grant funding, the City built a new sidewalk along Virginia Avenue in 2014. In 2018, GLMHC built their new parking lots to the east of their existing building and as part of the construction were required to build a sidewalk on the east half of their 8th Street lots. The new building proposal will require a 5-foot sidewalk along Adams Boulevard and a 4-foot sidewalk along Penn and 8th Street. The site plan only shows sidewalks on Penn & 8th Street. There is no sidewalk shown along Adams Blvd, but one will be required on the site plan prior to issuance of a building permit.

Off-Street Parking & Ingress/Egress: GLMHC constructed a new parking lot along Virginia, in 2018. No additional parking will be required for this development. Access to the site has been proposed from a passenger loading zone off of Penn and from a driveway off of Adams that accesses the new parking lot. The applicant will be requesting that the alley right of way behind their building be closed in order to accommodate a new entrance on the east side of the building. If this is approved, they will still have access to their site from a driveway cut on Penn. Consideration of the right of way closure will be handled by the City Council once the application is submitted.

Site Drainage and Utilities: All utilities are accessible to the site and will be extended, if needed, at the cost of the developer. The site currently drains from south to north towards Adams Boulevard. On-site stormwater detention will be required and plans must be approved by the City Engineer before a permit is issued.

Signage: The applicant has not proposed any new signage for the site. Should they need new signage in the future, it must comply with all Zoning Regulation requirements.

Site Lighting: All new lighting will be mounted to the building and shielded as required by the Zoning Regulations.

Public Participation: In accordance with the Zoning Regulations, property owners within 300 feet of the site were notified of this request, and a sign was posted on the site on March 6, 2019. Also, in accordance with the regulations, the applicant held a citizen participation meeting on March 11, 2019 to present the proposed plan and answer neighbors' questions. Six individuals attended the meeting and expressed concerns about rezoning or commercial development on the west side of Penn, but were fine with the proposed rezoning. A summary of this meeting is provided in Exhibit E.

Comprehensive Plan: The Comprehensive Plan supports the neighborhood unit concept of development, whereby higher intensity commercial developments are in nodal locations along major arterials and medium intensity uses, such as multifamily developments, are located where they can serve to buffer the high intensity commercial or industrial uses from lower intensity residential uses. The corner of Adams and Virginia Blvd is considered an appropriate location for non-residential development, such as that permitted by the existing commercial zoning of the site. Based on the historical use of this property and the expanded commercial zoning approved by the City Council, it is appropriate to rezone the remaining two lots of Block 7, Lincoln 2nd Addition to C-5. Additionally, the Planned Unit Development will serve to insure development of this property in a manner that promotes an attractive and safe living environment and is compatible with adjacent land uses. As such, careful attention must be given to protecting the residentially zoned property to the west of this site by providing adequate landscaping to buffer the impacts of the current and future commercial uses on the property.

III. RECOMMENDED ACTION

The City Planning Commission held a public hearing to consider this request for Rezoning, Planned Unit Development, and Site Development Plan at its regular meeting on Tuesday, March 26, 2019. After deliberation, the CPC voted 5-0 to recommend approval of the request to the City Council with the following conditions:

1. The site must meet the minimum requirements of the Landscaping and Residential Protection Standards of the Zoning Regulations;
2. All existing mature trees along the south and west property lines shall be preserved;
3. A 15-foot exception to the setback requirements shall be granted in order to permit the proposed addition to be located 10-feet from the west property line.
4. Sidewalks must be provided on Penn, 8th Street, and Adams Blvd at the time of construction of the proposed addition;
5. Prior to issuance of a building permit for the proposed addition, a topographic plan detailing stormwater runoff shall be approved by the City Engineer for the deposition and final grading of excess soil on lots owned by Grand Lake Mental Health located on the west side of Penn Avenue. Said plan shall ensure that stormwater runoff from these lots be directed to Penn Avenue and not to adjacent property owners. Where practical, said plan shall aim to alleviate existing stormwater runoff from these lots to the north.

6. The development shall meet all other requirements of the Zoning, Subdivision, Building and other applicable development regulations.

A second and final public hearing to consider this request has been scheduled before the City Council for its meeting on Monday, April 1, 2019. The City Council is requested to hold this public hearing and take final action on the request. Attached for Council consideration is an ordinance which, if adopted, would approve the request as recommended by the CPC.

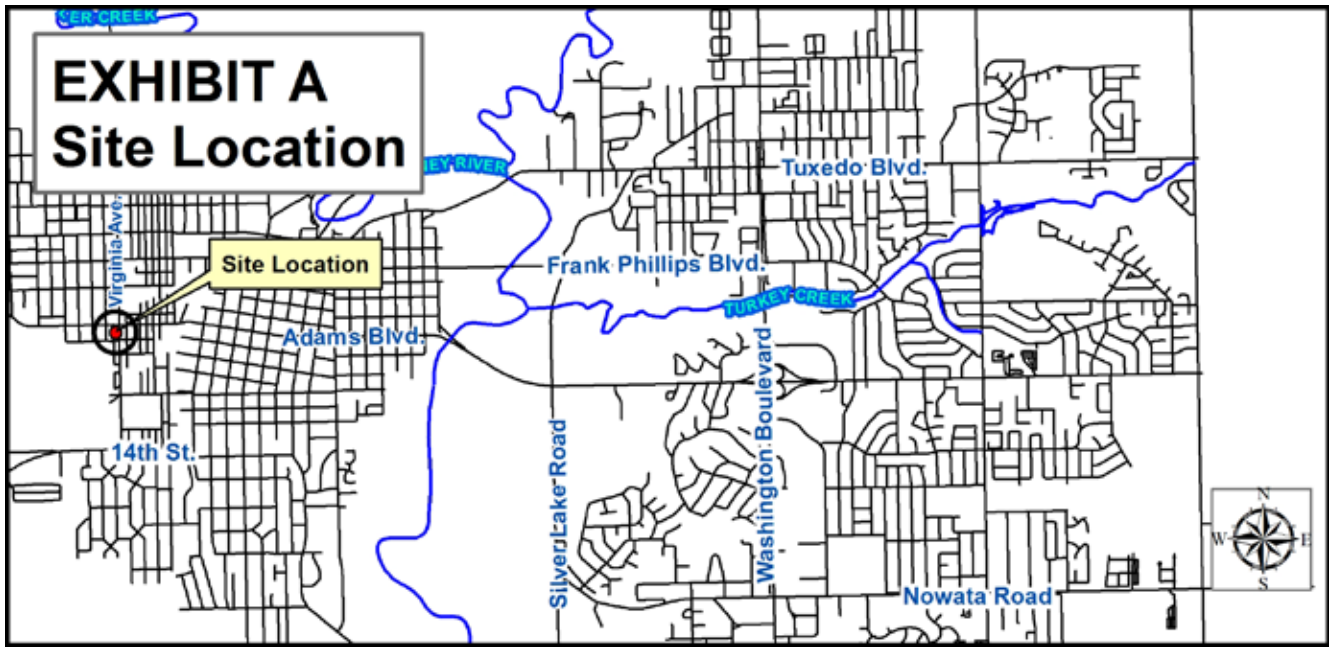


EXHIBIT A
Site Location
Site Location
Virginia Ave.
Adams Blvd.
14th St.
Frank Phillips Blvd.
Tuxedo Blvd.
TURKEY CREEK
Silver Lake Road
Washington Boulevard
Nowata Road
N
W
E
S

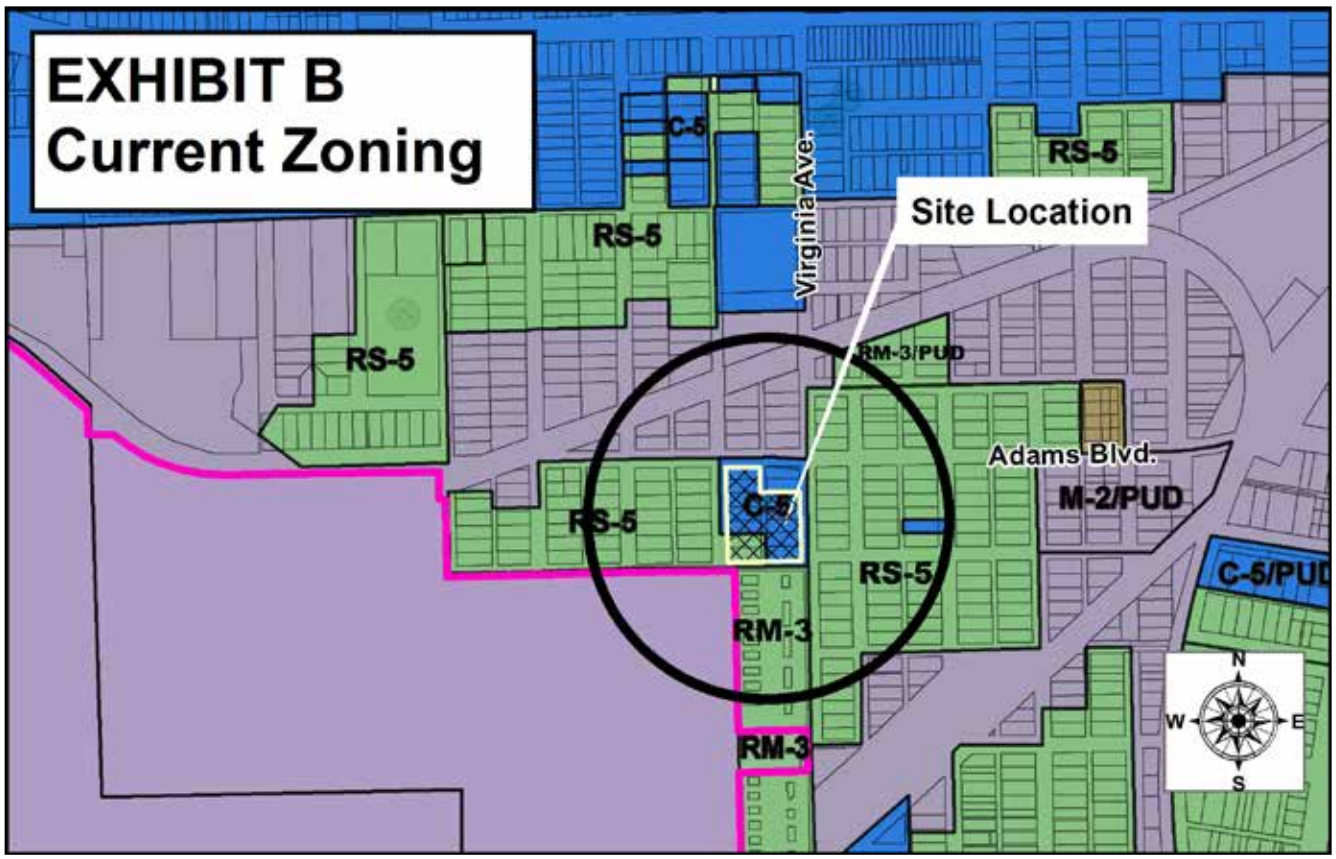


EXHIBIT B
Current Zoning
Site Location
Virginia Ave.
Adams Blvd.
C-5
RS-5
RS-5
RS-5
RM-3/PUD
C-5
RS-5
RS-5
M-2/PUD
C-5/PUD
RM-3
RM-3
N
W
E
S

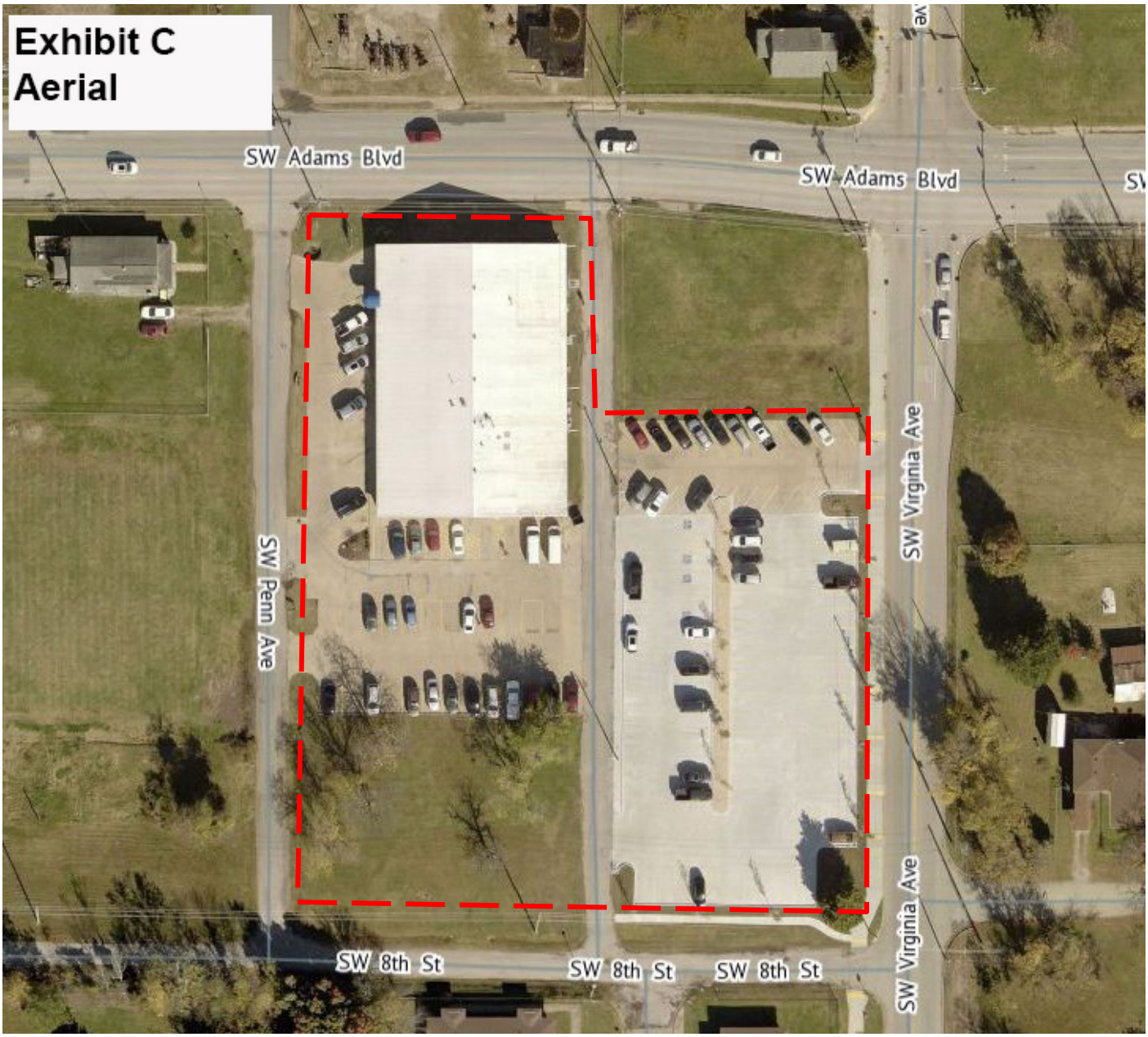


Exhibit C
Aerial
SW Adams Blvd
SW Adams Blvd
SW Penn Ave
SW Virginia Ave
SW Virginia Ave
SW 8th St
SW 8th St
SW 8th St

EXHIBIT D

Community Development Department

.....PRESERVING THE PAST; PLANNING THE FUTURE

Case No.: PC-19-05-RZ
Date Received: 2/21/19
MAPC Hearing Date: 3/26/19
City Council or County Commissioners Hearing Date: _____

APPLICATION FOR ZONING MAP AMENDMENT

NAME OF APPLICANT: Dan Keleher for Grand Lake Mental Health **Daytime Phone:** 918-333-8855

Address of Applicant: P.O. Box 1361 Bartlesville, Ok 74005

Location of area to be rezoned (address and legal description or legal description and general location)

See Attached

NATURE OF ZONING CHANGE REQUESTED:

Present Zoning RS-5 *Proposed Zoning* C-5 *Adjacent Zoning* C-5/M-2/RS-5
Present Land Use Vacant *Proposed Land Use* Office *Adjacent Land Use* office /Residential

ADDITIONAL INFORMATION REQUIRED:

1. Is the tract within the corporate limits of Bartlesville? Yes X No___
2. Is the tract within an established flood hazard area? (If yes, a Flood Plain Development Permit Application will be required to accompany application.) Yes___ No X
3. Does the tract contain a natural / man made watercourse? Yes___ No X

THE FOLLOWING ITEMS ARE ATTACHED: **Attached**

1. Application fee of $100.00 [X]
2. Site Plan – Vicinity sketch showing boundary lines and dimensions, adjoining streets, rights-of-ways, existing and proposed utilities within existing and proposed easements and rights-of-way, and the location of existing and proposed structures [X]
3. Name and address of legal owner(s) of property to be rezoned [X]
4. Two (2) sets of self-stick mailing labels, either typed or legibly printed, of names and addresses of all property owners within 300-feet of the property to be rezoned [X]

SIGNATURE (Applicant) _____

SIGNATURE (Property Owner if not Applicant) Donna Ault, CFO
Grand Lake Mental Health Center, Inc

PROPOSED SITE PLAN

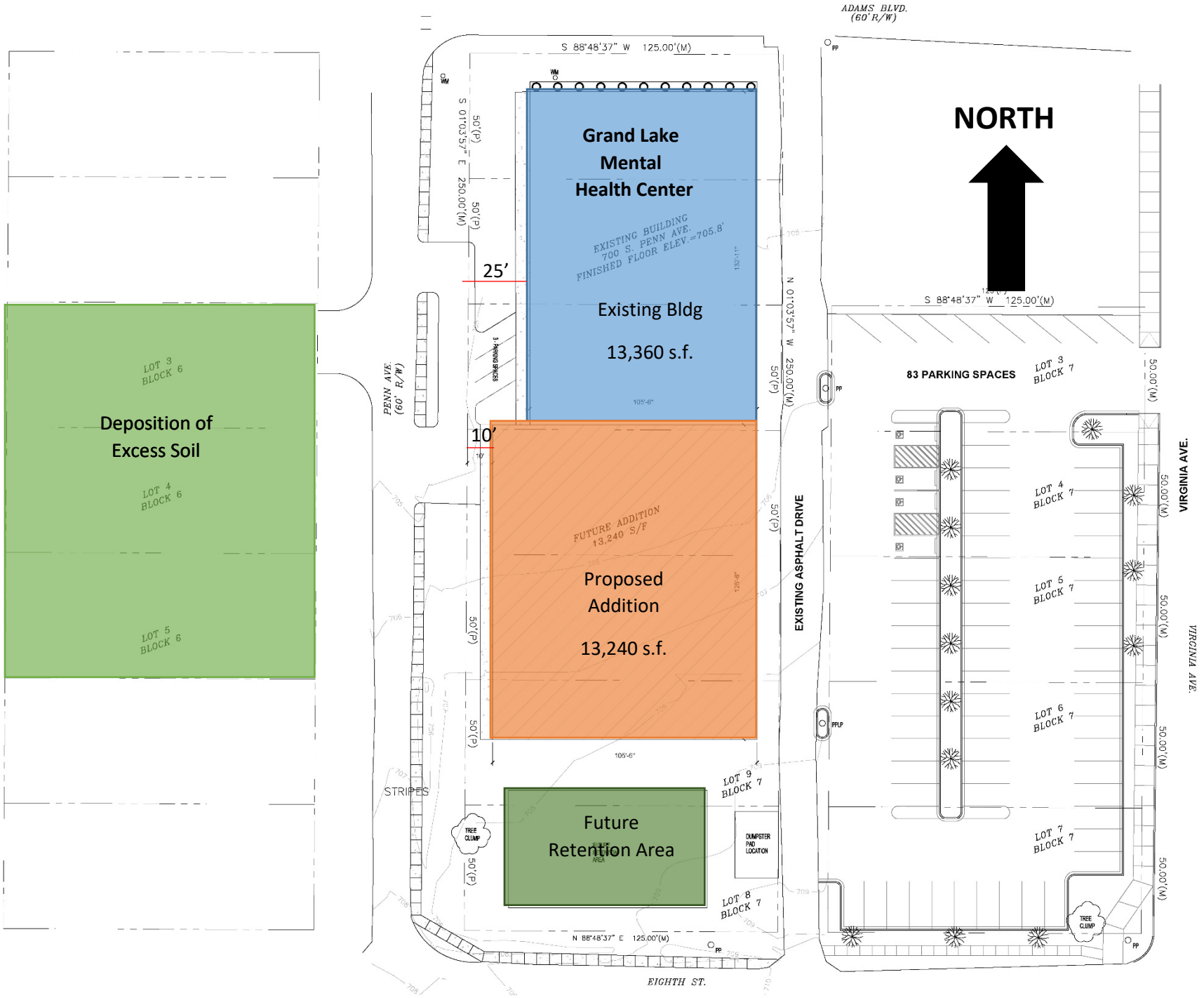


EXHIBIT E

KELEHER ARCHITECTS

DAN KELEHER JR., PLLC
P.O. Box 1361 Bartlesville, OK 74005

March 13, 2019

Natasha Riley
City of Bartlesville
401 So. Johnstone
Bartlesville, OK 74003

RE: Zoning Case: PC-19-05-RZ

An informational meeting was held on March 11 at 6:30 p.m. at Grand Lake Mental Health's offices at 700 S. Penn as required for the zoning case referenced above.

Six (6) residents of the area attended the meeting. Several GLMH staff was also in attendance to answer questions. Most of the questions were to clarify exactly which lots were affected the re-zoning and development.

Their main concern was whether anything was being built on the lots to the west side of Penn. We assured them there would be no re-zoning or any structures or parking developed on that side of Penn.

Once all of this was understood they had no other concerns. They were aware of the Public Hearing on March 26th and we encouraged them to attend.

A list of attendees is attached.

Please contact me if you have other questions.

Regards,

Dan Keleher, Jr.

SIGN-IN SHEET

NAME	EMAIL	PHONE
Ruth A. Nash		918 333-9683
D. Harris		909-733-6354
Naomi Brown		918-337-8030
Victor Jackson		918-397-3405
Everette Adair		918-440-4099
Amber Thompson		GLMH.

ORDINANCE NO.

AN ORDINANCE AMENDING THE LAND USE AND ZONING MAP OF THE CITY OF BARTLESVILLE, AND AMENDING THE ZONING MAP ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF BARTLESVILLE BY CHANGING THE BOUNDARY OF THE USE DISTRICT SO THAT CERTAIN AREAS HEREIN DESCRIBED AND LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF BARTLESVILLE, OKLAHOMA SHALL BE CHANGED FROM RS-5 AND C-5 TO C-5/PUD AND ACKNOWLEDGING THE APPROVAL OF A SUPPLEMENTAL DESIGNATION PLANNED UNIT DEVELOPMENT AND SITE DEVELOPMENT PLAN (CASE NO. PC-19-05-RZ/PUD/SDP).

WHEREAS, a petition was heretofore filed with the Planning Commission of the City of Bartlesville requesting that the real estate hereinafter described, located in the City of Bartlesville, be rezoned from RS-5 and C-5 to C-5/PUD and materials were submitted relative to a certain supplemental designation Planned Unit Development and Site Development Plan relative to all of the real property hereinafter described; and

WHEREAS, the Bartlesville City Planning Commission considered said request at a public hearing on March 26, 2019 and following public input and discussion, submitted its report to the City Council with a recommendation for approval of C-5/PUD zoning and supplemental designation Planned Unit Development and Site Development Plan; and

WHEREAS, after receipt of said report, the City Council thereafter gave due public notice of hearing to be held relative to said proposed changes, which notice stated the nature and purpose of said proposed changes, gave the time and place of said hearing and stated where copies of the proposed changes were available for inspection prior to the time of said hearing; and

WHEREAS, on April 1, 2019 said hearing was duly held by the City Council; and

WHEREAS, on April 1, 2019 said City Council approved said rezoning and supplemental designation planned unit development.

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

Section 1. That the land use and zoning map of the City of Bartlesville approved by the City Council on December 19, 1966, on file in the office of the City Clerk of the City of Bartlesville, Oklahoma, be and the same is hereby amended by re-establishing the boundary of the use districts so that the following described real estate located in the City of Bartlesville, County of Washington, Oklahoma, containing 2.01 acres, more or less, be rezoned from RS-5 and C-5 to C-5/PUD:

Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14, Block 7, Lincoln Second Addition, Bartlesville, Washington County, Oklahoma

Section 2. That the PUD pertaining to Case No. PC-19-05-RZ/PUD/SDP relative to all of the real property heretofore described is hereby approved with the following conditions:

1. The site must meet the minimum requirements of the Landscaping and Residential Protection Standards of the Zoning Regulations;
2. All existing mature trees along the south and west property lines shall be preserved;
3. A 15-foot exception to the setback requirements shall be granted in order to permit the proposed addition to be located 10-feet from the west property line.
4. Sidewalks must be provided on Penn, 8th Street, and Adams Blvd at the time of construction of the proposed addition;
5. Prior to issuance of a building permit for the proposed addition, a topographic plan detailing stormwater runoff shall be approved by the City Engineer for the deposition and final grading of excess soil on lots owned by Grand Lake Mental Health located on the west side of Penn Avenue. Said plan shall ensure that stormwater runoff from these lots be directed to Penn Avenue and not to adjacent property owners. Where practical, said plan shall aim to alleviate existing stormwater runoff from these lots to the north.
6. The development shall meet all other requirements of the Zoning, Subdivision, Building and other applicable development regulations.

Section 3. That the materials submitted in connection with the case are hereby approved and adopted and are incorporated herein by reference.

PASSED by the City Council and **APPROVED** by the Mayor of the City of Bartlesville, Oklahoma this 1st day of April, 2019.

_____
Dale Copeland, Mayor

ATTEST: _____
Jason Muninger, City Clerk

Agenda Item 11
March 25, 2019
Prepared by Community Development Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action to accept a donation for $20,000 from Leadership Bartlesville Class XXVII and the Bartlesville Young Professionals to be used for the purchase and installation of outdoor musical instruments at Tower Center at Unity Square.

Attachments:

II. STAFF COMMENTS AND ANALYSIS

Members of Leadership Bartlesville Class XXVII and Bartlesville Young Professionals have raised $20,000 and would like to donate the funds to the City to be used specifically for the Tower Center at Unity Square. They request that these funds be earmarked for the purchase and installation of outdoor musical instruments to be located at Tower Center at Unity Square. An example of such instruments is shown in this photograph.

III. RECOMMENDED ACTION

Staff recommends that the City Council formally accept the donation from Leadership Bartlesville Class XXVII and Bartlesville Young Professional and restrict the use of these funds for the purchase and installation of outdoor musical instruments to be located at Tower Center at Unity Square. Representatives of each organization will be in attendance at the April 1 regular Council meeting to present this donation.

Agenda Item 12
March 27, 2019
Prepared by Community
Development Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action on Lease and Operating Agreement between the City of Bartlesville and the Bartlesville Community Center Trust Authority for the management, maintenance, and operation of the Tower Center at Unity Square.

Attachments:

Approved Memorandum of Understanding executed May 22, 2018.
Proposed Lease and Operating Agreement.

II. STAFF COMMENTS AND ANALYSIS

Prior to beginning design of the public improvement project now known as the Tower Center at Unity Square, a Memorandum of Understanding (MOU) was approved by the City of Bartlesville (City), the Bartlesville Community Center (BCC), and the Price Tower Arts Center (PTAC). This MOU acknowledged the collaboration between the three parties concerning the management, maintenance and operation of the Tower Center facility once construction was completed. Included in this MOU were roles and responsibilities of each party as we believed them to be at that time as well as the formation and membership of a management committee to oversee the management, maintenance, and operation of the facility once constructed. The importance of this document was to help guide the design process with intention given to ensure that the facility, as constructed, could be maintained as expected. The document also provided for its amendment as needed. A copy of this MOU is attached.

With design substantially complete and construction near at hand, formalizing the process by which the Tower Center facility will be managed, maintained, and operated is necessary. Attached for Council consideration is a draft Lease and Operating Agreement between the City and the BCC Trust Authority which would lease the Tower Center at Unity Square facility to the BCC Trust Authority upon completion of construction. The purpose of the trust indenture for the BCC Trust Authority is "to develop, redevelop, restore, and beautify the central regions of the… City of Bartlesville, by providing cultural and educational facilities and activities which will benefit and strengthen the culture and economy of the (City)." While not specifically stated in the Trust Indenture, this is what grants the BCCTA its authority over the Community Center property. The sole beneficiary of this trust is the City of Bartlesville.

It is this broad purpose that would allow the City Council to lease the Tower Center at Unity Square property and facility to the Community Center Trust Authority.

The attached draft agreement has been reviewed and approved by Val Callaghan, Managing Director for the BCC, and Will Haskell, Trust Authority Chair.

III. RECOMMENDED ACTION

The Council is requested, at its April 1 regular meeting, to consider and take action on a Lease and Operating Agreement with the Bartlesville Community Center Trust Authority for the management, maintenance, and operation of the Tower Center at Unity Square. Staff recommends approval of the Lease and Operating Agreement at attached hereto.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between the Price Tower Arts Center (PTAC), the Bartlesville Community Center (BCC), and the City of Bartlesville (City).

A. Purpose. This MOU sets for the collaborative relationship between the three parties as stated above concerning the management, maintenance, and operation of the Tower Green (Facility), a city-owned facility located at 6th and Dewey.

B. Roles and Responsibilities. The roles and responsibilities concerning the management, maintenance, and operation of the Tower Green are assigned to each party as follows:

1. The PTAC agrees to
   a. Provide programming of the space for visual arts;
   b. Provide catering services of food and drink as requested for the Facility;
   c. Together with the BCC, keep the Facility in a clean and safe condition and to provide day-to-day maintenance of the Facility, to include but not limited to mowing, edging, weed control, fertilization, and care and maintenance of all amenities (benches, water features, structures, art work, etc.) within the Facility.
2. The BCC agrees to
   a. Provide programming of the space for the performing arts;
   b. Serve as the general point of contact for any party wishing to reserve the space;
   c. Be responsible for the collection of all revenues arising from the use of the Facility and to report these monthly to the Management Committee;
   d. Together with the PTAC, keep the Facility in a clean and safe condition and to provide day-to-day maintenance of the Facility, to include but not limited to mowing, edging, weed control, fertilization, and care and maintenance of all amenities (benches, water features, structures, art work, etc.) within the Facility.
3. The City agrees to
   a. Provide solid waste, water, and sanitary sewer services;
   b. Pay for general electrical use for the space (does not include electrical use at the performance stage).

C. Management Committee. There is hereby formed a management committee which will oversee the management, maintenance, and operation of the Tower Green. Said management committee shall consist of the following members:

1. A representative of the Bartlesville City Council
2. A representative of the Price Tower Arts Center Board of Trustees
3. A representative of the Bartlesville Community Center Trust Authority
4. A representative of the Bartlesville Regional Chamber of Commerce Board of Directors
5. A representative of the Bartlesville Convention and Visitors Bureau Board of Directors

D. Amendment. This MOU will be revised after the design and/or construction of the Facility is completed as is necessary to ensure the proper long-term management, maintenance, and operation of the Facility.

IN WITNESS WHEREOF, the parties have set their hands to this Agreement this 22nd day of May, 2018, in Bartlesville, Oklahoma.

Dale Copeland, Mayor, City of Bartlesville

CITY OF BARTLESVILLE OFFICIAL SEAL OKLAHOMA

Will Haskell, Chairman, Community Center Trust Authority

Brad Doenges

Brad Doenges, Chairman, Price Tower Board of Trustees

LEASE AND OPERATING AGREEMENT

This Agreement is made and entered into as of ____ day of _____ , 2019, by and between the City of Bartlesville, Oklahoma, a Oklahoma municipal corporation, (the "City"), and the Bartlesville Community Center Trust Authority, a public trust, (the "BCC"), for the management, maintenance, and operation of the Tower Center at Unity Square ("Tower Center") located between the Bartlesville Community Center and the Price Tower in downtown Bartlesville.

Background

A. On March 4, 2018 Bartlesville voters approved General Obligation Bond Proposition #2 which included funding for a downtown gathering space to be known as Tower Center at Unity Square ("Tower Center").

B. Construction of Tower Center is ongoing.

C. The City is interested in increasing access to art and cultural activities for the community and wants to facilitate the operation of the Tower Center for the benefit of the citizens of Bartlesville.

D. The BCC is experienced in programing performing and visual art activities and other cultural events which improve the quality of life in the community.

E. The parties have agreed that upon completion of Tower Center, BCC will market, manage, program, and operate Tower Center for the benefit of the Bartlesville Community subject to the requirements hereinafter set forth.

F. It is the intent of the City that the BCC share these responsibilities with the Price Tower Arts Center as may be further defined and agreed to by the parties and Price Tower Arts Center.

The parties agree as follows:

1. Term. Upon completion of Tower Center, a Final Site Plan will be completed and incorporated in this document as Appendix A for the purpose of describing the "Leased Premises." The Initial Lease Term of the lease of Tower Center shall be one (1) year, which shall commence on the first of the month following the date on which a Certificate of Use and Occupancy has been issued for Tower Center, subject to the requirements of Section 13 below.

2. Lease Renewal. This lease shall renew automatically upon the expiration of its term unless either party provides written notice to the other party of its intent not to renew the Lease at least thirty (30) days prior to expiration of the then current lease term.

3. Permitted Use; Operational Standards.

(a) *General.* After completion of construction and upon commencement of the lease term, the BCC shall be solely responsible for the full cost of any alterations,

improvements or additions to the Tower Center. The BCC must secure the permission of the City before performing any repairs, maintenance or improvements to the real estate or buildings of Tower Center which exceed $25,000. For any such projects, the City will assist the BCC in contracting the work to the BCC's specifications. The BCC shall at all times comply in all material respects with all existing and future laws, rules and regulations applicable to or affecting the BCC, and its operations in Tower Center.

(b) *Fees, Charges, and Donations.* The BCC will determine the eligibility of individuals, families and organizations for participation in programs at Tower Center; provided that, the BCC will ensure that its programs conducted at Tower Center are accessible to members of the community during all normal hours of operation. The BCC may impose activity fees and charges for participation in programs and activities conducted by the BCC at Tower Center. The activity fees must be priced in accordance with fees and charges typical of similar organizations in similar communities and must be consistent with the BCC's stated goals of permitting participation by individuals, families and organizations form the surrounding area. All revenues paid for use of Tower Center or donations received for Tower Center operations shall be paid to and belong to the BCC and shall be restricted for operating costs of the Tower Center. All donations received for capital improvements to Tower Center shall be paid to and belong to the City and shall be restricted for capital improvement of Tower Center.

(c) *Concessions.* The BCC may grant licenses for limited portions of Tower Center to concessionaires of the BCC's choosing and otherwise subcontract limited operational functions to subcontractors of the BCC's choosing. The BCC is responsible for compliance by all concessionaires with all applicable local, state, and federals laws. Further the BCC is responsible for all actions and activities of any subcontractors with regard to Tower Center and shall bear sole responsibility for making all payments to any such subcontractors.

(d) No Discrimination.

(i) The BCC shall not exclude any individual, group or organization from participation in, deny the benefits of, or otherwise tolerate unlawful discrimination on the basis of race, creed, color, national origin, sex, age, physical handicap or sexual orientation, in the use of Tower Center in any contracts relating to Tower Center, in any programs carried out on the premises of Tower Center, in the employment of any individuals who may provide services or work at Tower Center, or in the selection of vendors, suppliers, service providers, students, teachers, sponsors or others in matters relating to the use or operation of Tower Center.

(ii) The BCC will require compliance with the provisions of this section by any person (including any subcontractor that provides goods, services or other items) who uses or accesses Tower Center. The BCC shall not be responsible for noncompliance with this section by any person other than the BCC.

(iii) As between BCC members and non-members, the BCC shall furnish its accommodations and/or services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and it shall charge fair, reasonable, and not unjustly discriminatory prices for each service. The BCC may make available reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions. Noncompliance with this section shall constitute a material breach of this Agreement. In the event of such noncompliance, the City shall have the right to judicially enforce such provision.

(e) *Personnel.* The BCC shall employ all Tower Center personnel and shall be responsible for hiring, training, promoting and discharging personnel, and for all other matters relating to personnel and staffing, including paying salaries, wages, payroll taxes, unemployment benefits and any other form of compensation or benefit to any personnel at Tower Center. The BCC's employees, agents and personnel are not employees of the City. The BCC may enter into arrangements with others relating to loaned or leased employees, but, notwithstanding the foregoing, the BCC is responsible for the conduct, behavior, appearance and attitude of all personnel at Tower Center at all times. The BCC will establish and adhere to written standards and criteria applicable to all employees, staff and service personnel of Tower Center. The employee standards and criteria will require, among other things, civil conduct, good behavior, well-kept appearance, positive attitude and helpfulness to patrons at all times.

(f) *Complaints.* The BCC will consider and handle any complaints of employees, families, guests or others who use or receive any of the services or resources of Tower Center. The BCC will establish and adhere to procedures for receiving and processing complaints in an orderly and timely manner. Upon request by the City, and subject to any privacy and confidentiality obligations imposed by law, the BCC will advise the City of actions taken on a specific complaint involving Tower Center operations.

(g) *Safety.* The BCC will post rules governing the conduct and behavior of any person who uses or accesses Tower Center. The BCC will hire trained and competent personnel necessary to enforce the rules of conduct. The BCC will develop and adhere to a written plan governing comprehensive safety of Tower Center. The safety plan will establish emergency procedures with regard to natural disaster, acts of violence and perceived or actual threats of violence. The BCC also will establish general safety requirements relating to security, lighting, and other appropriate safety matters.

4. Maintenance.

(a) *Costs and Expenses.* The BCC will pay all costs and expenses of operating Tower Center, with exceptions provided herein, and will maintain the park facility and improvements to Tower Center. The BCC shall comply with all applicable federal, state and local laws, rules, regulations, and specifications relating to the Tower Center park facility. Also, the BCC shall keep and maintain all equipment,

furnishings, appliances and other personal property in good operating condition and in accordance with applicable manufacturer's specifications.

(b) *Repairs.* The BCC will make all repairs necessary to keep Tower Center in good condition and from deteriorating in value or condition, ordinary wear and tear excepted. The BCC will commence repairs with regard to any and all aspects of Tower Center as quickly as reasonably possible, but in no event later than 60 days from the date that the need for such repairs is discovered and reported to the BCC. Such repairs will be made in expeditious and workmanlike manner. In the event that the BCC does not undertake such repairs within the time provided, or if the City determines that an emergency requires repairs to be performed immediately, the City may, after two days' written notice to the BCC, undertake to make such repairs as it may deem necessary for and on behalf of the BCC, and in such event, the BCC shall reimburse the City for the cost of such repairs upon request.

(c) *Exterior and Structural.* BCC will maintain the pavilion, landscaping and parking areas and other areas of Tower Center in a good state of appearance and at BCC's expense.

(d) *Cleanliness and Sanitation.* The BCC shall keep Tower Center, tidy, orderly and in good order and condition at all times and shall arrange for or oversee the prompt collection and proper disposal of trash, garbage, litter and debris.

(e) *Landscaping.* BCC will maintain all landscaping at Tower Center in neat and tidy condition, and will undertake, supervise or oversee appropriate watering, fertilizing, weed removal and lawn maintenance.

(f) *Utilities.* The City shall provide solid waste, water and sanitary sewer services to Tower Center free of charge to the BCC. The City shall pay for general electric use at Tower Center, provided, however, that the BCC shall make application for, obtain, pay for, and be solely responsible for all utilities required, used, or consumed at the performance stage, including, but not limited to, gas, water, telephone, electricity, and cable television.

(g) *No Waste.* The BCC shall neither commit nor allow to be committed any waste at Tower Center, nor shall the BCC maintain, commit or permit the maintenance or commission of any nuisance at Tower Center or use Tower Center for any unlawful purpose.

(h) *Reserve Funds.* The BCC shall maintain reserve funds sufficient in the BCC's reasonable judgment to meet the BCC's maintenance obligations under this Agreement.

5. Insurance. The parties shall maintain insurance with regard to Tower Center pursuant to the following terms:

(a) *General Liability Insurance.* The BCC shall maintain premises liability insurance at

the BCC's expense throughout the Initial Lease Term and any renewal insuring the City and the BCC against liability for injury to or death of any person occasioned by or arising out of the management, occupancy and operation of the Tower Center, providing not less than a $125,000 per occurrence coverage limit and a $1,000,000 aggregate coverage limit. The policy of insurance shall provide that the insurer must notify the City at least 30 days before cancellation or termination of the policy. Said amounts shall be increased annually as the City's exposure under the Oklahoma Governmental Tort Claims Act increases. The City shall not be required to maintain general liability insurance but agrees that it will be liable for its own negligence and willful misconduct and that of its officers, employees and authorized agents in accordance with the Oklahoma Governmental Tort Claims Act. The City and the BCC acknowledge that insurance policies do not always cover all events that create liability for an insured.

(b) *Property and Casualty Insurance.* The City shall maintain property and casualty insurance with annual reimbursement by the BCC throughout the Initial Lease Term and any renewal a policy of fire, extended coverage, vandalism, malicious mischief and burglary insurance covering damage to Tower Center in the full amount of the replacement cost of Tower Center (excluding land and the footings and foundations) with deductible amounts reasonably determined by City. The insurance policy required to be maintained pursuant to this section shall name the City as the loss payee. Except as set forth below, any proceeds from said insurance shall be paid by City to the BCC to pay the cost of repairs relating to the insurance payment, except in the case of Complete Loss (see subparagraph (e) *below).* Said insurance shall provide a deductible consistent with deductibles under policies usually and customarily carried for similar buildings. Deductibles shall be the responsibility of the BCC.

(c) *Evidence of Insurance.* The City shall furnish evidence to the BCC of insurance required by this section.

(d) *Waiver of Subrogation.* All policies covering real or personal property that either party obtains affecting the Leased Premises shall include a clause or endorsement denying the insurer any rights of *subrogation* or recovery against the other party. The BCC and the City waive any rights of subrogation or recovery against the other for damage or loss to their respective property due to hazards covered, or that should be covered, or that are typically covered by policies of insurance obtained by either party, or that should be or have been obtained pursuant to this Lease, to the extent of the injury or loss covered by such insurance . For purposes of the preceding sentence, any deductible shall be deemed to be insurance coverage.

(e) *Complete Loss.* If Tower Center is substantially damaged or destroyed by fire or any other casualty, the City shall, at its option, within 180 days from the date of the damage or destruction, begin to repair, reconstruct, or replace the damaged or destroyed building or improvement and pursue the repair, reconstruction, or replacement with reasonable diligence so as to restore the building to substantially the condition it was in before the casualty, or

6. Fiscal Management. The BCC may charge the public a fee for the use of Tower Center consistent with the policy of the BCC. Fees charged to users will be determined based upon the amount of revenues which the BCC needs to maintain its overall operations. In all cases, fees charged to users of Tower Center will be fair and reasonable. The financial activities of the Tower Center shall be kept separate from the financial activities of the BCC. Additionally, the financial records of the Tower Center shall be presented in a separate column in the BCC annual audited financial statements, so that the assets, liabilities, net assets, revenues, expenses, and other activities of the Tower Center can be easily viewed separate from those of the BCC. This information may be presented as supplementary information, a combining schedule, a note to the financial statements, or in any other manner that meets the minimum requirements of this section and generally accepted accounting principles. Upon request by the City, the BCC will provide reasonable access to the financial records of Tower Center, including books, records, software, work papers, financial statements and other supporting documentation

7. Management Committee. The BCC shall create a committee for the purpose of overseeing its obligations under this Agreement. Such committee shall consist of the following members:

(a) Two (2) representatives designated by the Bartlesville City Council;
(b) A representative designated by the Price Tower Arts Center Board of Trustees;
(c) A representative designated by the Bartlesville Community Center Trust Authority;
(d) A representative designated by the Bartlesville Convention and Visitors Bureau Board of Directors; and
(e) Three (3) at-large representatives designated by the five (5) aforementioned representatives of the management committee.

8. Taxes. The BCC shall timely pay any and all taxes, assessments, license fees, excises, and charges of every sort, nature, and kind ("Tax") that are levied, assessed, charged, or imposed upon or against Tower Center during the term of this Agreement. If the BCC considers the imposition of any Tax to be improper, illegal, or excessive, the BCC may dispute and contest the Tax. In such event and to the extent permitted by law, the BCC will not be required to pay the Tax until it is determined to be valid. The BCC must first notify the City of any Tax dispute. The City shall cooperate with the BCC at the BCC's expense in any Tax contest.

9. BCC Representations. The BCC represents and warrants to the City that:

(a) this Agreement and all other documents referenced herein have been duly authorized and, upon execution and delivery, will constitute legal, valid and binding obligations of the BCC, *enforceable* against the BCC in accordance with the terms thereof;

(b) with regard to Tower Center, the BCC is in full compliance with all applicable environmental laws, rules, requirements, order, directives, ordinances and regulations , and the BCC is not aware of any potential claim or liability under any such environmental laws, rules, requirements, orders, directives, ordinances and regulations or of any events, conditions, circumstances, activities, practices, actions or plans which may give rise to any such claim or liability.

10. Additional Facility Use. The BCC will advise, consult and cooperate with the City and the Price Tower Arts Center to make Tower Center available from time to time to the City and the Price Tower Arts Center for city and Price Tower functions, community events and City or Price Tower sponsored activities. The City will not pay any fees associated with these occasional uses. It is the intent of the parties that the BCC share responsibility for visual arts programming at Tower Center with the Price Tower Arts Center.

11. Indemnification. Each party will indemnify and hold harmless the other party and its agents, officers and employees from and against any and all liabilities, losses, damages, costs and expenses (including attorney's fees, alternative dispute resolution expenses and other fees and expenses), causes of action, suits, claims, demands and judgments of any nature arising out of or in connection with any aspect of Tower Center operation or any activity that occurs in Tower Center Property, except to the extent directly caused by the negligence or willful misconduct of the either party or its agents, officers or employees acting in their official capacity as such (and not as patrons of Tower Center) to the extent provided by the law.

12. Events of Default. Except as otherwise set forth in this Agreement, this Agreement may be terminated only upon the occurrence of an Event of Default. It shall be an Event of Default if:

(a) the BCC fails, through no fault of the City, to satisfy in any material respect its obligations under this Agreement, and the failure continues for 30 days after written notice by the City;

(b) the BCC experiences an event or materially violates an agreement with a third party, which event or violation, in the City's reasonable judgment, will materially change the BCC's ability to perform its obligations under this Agreement;

(c) the BCC is subject to any action, voluntary or involuntary, under applicable bankruptcy laws.

13. Termination. It is the intent of the parties that this Agreement continue in effect throughout its term until occurrence of the expiration date as provided for elsewhere in the Agreement. In the event that any circumstance arises, which in good faith reasonable opinion of the City or the BCC necessitates the termination of this Agreement, then said party shall give sixty (60) days written notice to the other party and unless a different length of notice is ordered by a court of competent jurisdiction. Either party has a sixty (60) day period or the period of time allowed by a court to remediate or to take any lawful action to remedy or cure the circumstances giving rise to potential termination. In the event of termination under this paragraph, it is not the intent of the parties that the City benefit from the termination of this Agreement by taking operational control of the facility. In the event that the City may be benefited, then the parties will negotiate in good faith to reach a fair and equitable settlement of the matter; provided, however, that nothing contained herein shall be deemed to obligate the City prospectively for any financial expenditure.

14. Annual Review. Each year at least sixty (60) days prior to the Lease Renewal, the City and BCC shall meet and review the following:

(a) Maintenance issues concerning the Tower Center improvements. Discuss if each of the parties are meeting their maintenance obligation and are each of the parties

financially prepared to address any upcoming maintenance responsibilities.

(b) Review and discuss and service delivery issues concerning exterior and ground appearance provided by the City and patron complaints about programming provided at Tower Center by the BCC.

15. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the City, the BCC and their respective successors and assigns.

16. Amendments. This Agreement may be amended in writing at any time upon the mutual agreement of the City and the BCC. Any such amendment shall not become effective unless executed by duly authorized representatives of the City and the BCC.

17. Severability. If a court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable the determination shall not invalidate or render unenforceable any other provision of this Agreement.

18. Notices. All notices and other communications required or permitted to be given under this Agreement shall be deemed to have been properly given if in writing and deposited in the U.S. first class mails, postage prepaid, addressed as follows:

City of Bartlesville
Attn: City Manager
401 S. Johnstone Ave.
Bartlesville, Oklahoma 74006

Bartlesville Community Center Trust Authority
Attention: Managing Director
300 SE Adams Blvd.
Bartlesville, Oklahoma 74003

The City and the BCC may, by notice given in accordance with this provision, designate a different address for notices and communications.

19. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.

20. Independent Contractor. Nothing in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of partners or joint ventures between the City and the BCC, or as designating the BCC as an agent or representative of the City for any purpose. In the performance of its obligations under this Agreement, the BCC is at all times acting and performing as an independent contractor, and the City does not have or exercise any control or direction over the manner and means by which the BCC performs its obligations under this Agreement, except as otherwise specifically stated within this Agreement.

21. Temporary Suspension of City Obligations. Anything in this Agreement to the contrary notwithstanding, if the City does not have available to it sufficient legally available funds for use in performance of its obligations under this Agreement, the City will not be obligated to perform its obligations for the fiscal period in which the City has insufficient legally available

funds. The City shall notify the BCC of such non-availability in writing at the earliest possible time. During any fiscal period in which the City's obligations are suspended pursuant to this paragraph, the BCC may (i) perform the obligations of the City at the BCC's expense, (ii) suspend its operation of Tower Center as required by this Agreement, or (iii) terminate this Agreement. The suspension of the City's obligations pursuant to this section shall only exist for the fiscal period in which the City has insufficient legally available funds.

22. Entire Agreement. This Agreement supersedes all previous understandings and agreements between the BCC and City regarding Tower Center and any other matters covered by this Agreement. This constitutes the entire understanding and agreement of the parties.

* * * *Signatures Appear on Following Page* * **

CITY OF BARTLESVILLE, OKLAHOMA

By: _____
Dale Copeland, Mayor

Attest:

_____
City Clerk

City Seal

BARTLESVILLE COMMUNITY CENTER TRUST AUTHORITY

By: _____
Will Haskell, Chairman of the Board

STATE OF OKLAHOMA)
)
COUNTY OF WASHINGTON)

This instrument was acknowledged before me on April 1, 2019 by Dale Copeland, as Mayor of the City of Bartlesville, Oklahoma.

(Seal)

_____
Notary Public
My Commission Expires: _____
Commission # _____

STATE OF OKLAHOMA)
)
COUNTY OF WASHINGTON)

This instrument was acknowledged before me on this ____ day of _____, 2019 by Will Haskell, as Chairman of the Board of the Bartlesville Community Center Trust Authority, an Oklahoma not for profit corporation.

(Seal)

_____
Notary Public
My Commission Expires: _____
Commission # _____

Agenda Item 13
March 27, 2019
Prepared by Community Development Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

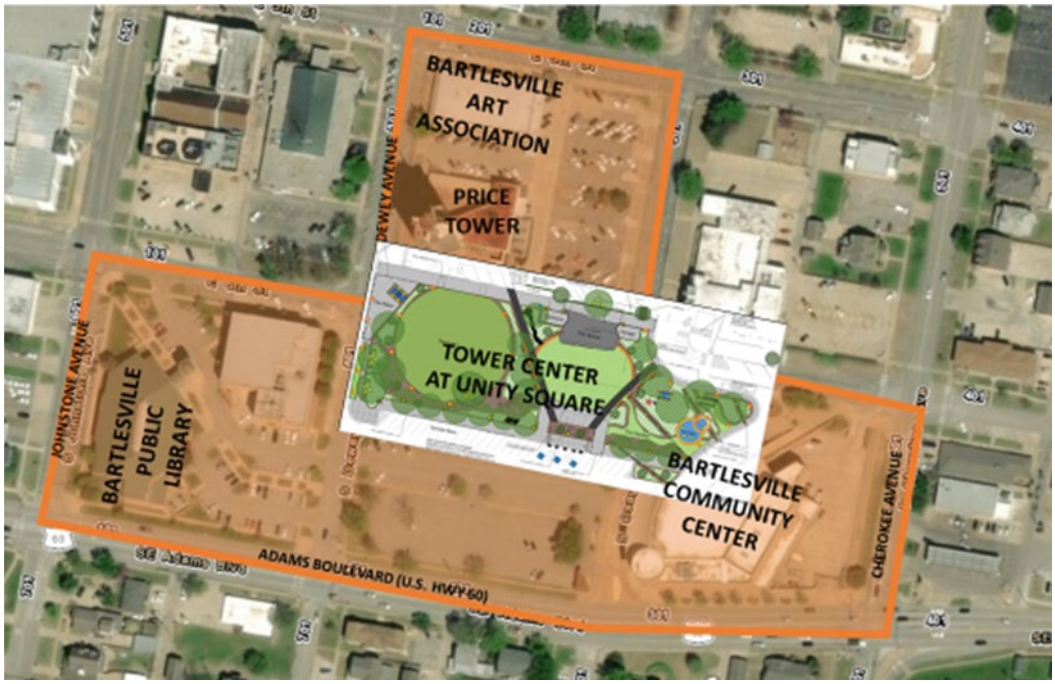
Consider and take action on resolution supporting the creation of a cultural district for the City of Bartlesville.

Attachments:
Proposed resolution.

II. STAFF COMMENTS AND ANALYSIS

Through the Oklahoma Cultural District Initiative, the Oklahoma Arts Council offers grant funding, guidance, and professional consultation to assist communities in creating cultural districts in Oklahoma communities. Nonprofit cultural organizations must serve as primary applicants for each district. Grants of up to $7,500 per year for up to five years with a maximum of $25,000 in funding are available to successful applications. A 1:1 cash match, of which 50% may be in-kind support, is required. Grant funding may be used for marketing and promotion of district activities and events.

In November of 2018, Val Callaghan, managing director of the Bartlesville Community Center, working with other nonprofit cultural organizations, including the Price Tower, submitted a letter of intent to apply for this grant funding. The proposed cultural district would initially start in the area surrounding the Tower Center at Unity Square and would expand to the north along Dewey Avenue as envisioned in the 2004 Master Plan for Downtown Bartlesville.



The grant application is due on April 15 and requires a demonstration of support from cultural organizations within the community, city and county officials, businesses, artists and educators. Partnerships with community stakeholders is required for participation in the Cultural District Development Program, along with the creation of a diverse committee of community leaders and members. If awarded this grant, the Bartlesville Community Center will take the lead in creating this committee and establishing this cultural district with assistance from the Oklahoma Arts Council. Grant funds are awarded based on community readiness and capacity. With construction of the Tower Center project about to begin along with the many art and cultural activities currently available in the community and within this boundary, we believe the application for the creation of a cultural district in Downtown Bartlesville will be well received.

Cultural districts act as an agent for positive growth in a community by incentivizing new and relocating businesses, stimulating commerce, boosting tourism, fostering civic pride, enhancing quality of life, increasing property values, and attracting a well-educated and creative workforce. Other cultural districts throughout Oklahoma include the Tulsa Arts District, Plaza District in Oklahoma City, and Norman's Walker Arts District.

Attached is a resolution which, if approved, would provide City support for the creation of a cultural arts district in Downtown Bartlesville as identified below.

III. RECOMMENDED ACTION

Please place this resolution on the City Council April 1 agenda for consideration and possible action. Staff recommends approval of the resolution.

RESOLUTION NO. _____

A RESOLUTION SUPPORTING THE CREATION OF A CULTURAL ARTS DISTRICT FOR THE CITY OF BARTLESVILLE.

WHEREAS, a cultural district is a mixed-use area of a community in which a high concentration of cultural facilities serves as the anchor of attraction and robust economic activity;

WHEREAS, a cultural district reflects its community's unique built environment and history, showcases its artists and cultural traditions, and increases social engagement;

WHEREAS, a cultural district acts as an agent for positive growth in a community by incentivizing new and relocating businesses, stimulating commerce, fostering civic pride, enhancing quality of life, increasing property values, attracting a well-educated and creative workforce, and boosting cultural tourism;

WHEREAS, Bartlesville has long been known throughout the State of Oklahoma as a community blessed with exceptional architecture, museums, performing and visual arts, cultural events, and a rich history; and

WHEREAS, the City of Bartlesville, in collaboration with the Bartlesville Community Center, Price Tower, and related art, education, and cultural organizations within the community are currently constructing a large public space in the Downtown District known as Tower Center at Unity Square that will be used to increase access to the arts for all citizens, enhance multiculturalism within the community, foster artistic growth, and strengthen the connection between Bartlesville residents and the community in which they live.

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

> That the City of Bartlesville supports the creation of a cultural arts district for the City of Bartlesville and believes that funding from the Oklahoma Cultural District Initiative would be instrumental in marketing and promoting activities and events that will occur within this District.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF BARTLESVILLE, OKLAHOMA, THIS 1st DAY OF APRIL, 2019.

_____

Dale Copeland, Mayor