



**REGULAR MEETING OF THE
BARTLESVILLE CITY COUNCIL
Tuesday, September 4, 2018
7:00 p.m.**

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

**Mayor Dale Copeland
918-338-4282**

AGENDA

- 1. Call to order the business meeting of the Bartlesville City Council by Mayor Copeland.**
- 2. Roll Call and Establishment of a Quorum.**
- 3. The Invocation will be provided by Fr. Juan Grajeda, St. John's Catholic Church.**
- 4. Citizens to be heard.**
- 5. City Council Announcements and Proclamations.**
 - Recognition of officers, dispatchers and civilian personnel for their dedication and determination as they successfully managed the serious and tragic incidents that occurred in Bartlesville over the weekend of August 18 and 19.
 - Constitution Week September 17 through 23
- 6. Authorities, Boards, Commissions and Committee Openings**
 - One opening on the Bartlesville Area History Museum
 - One opening on the Bartlesville Redevelopment Trust Authority
 - One opening on the Construction and Fire Codes Appeals Board
 - Three openings on the Transportation Committee
 - Two openings on the White Rose Cemetery Board
- 7. Consent Docket**
 - a. Approval of Minutes**
 - i. The Regular Meeting Minutes of August 6, 2018.
 - ii. The Special Meeting Minutes of August 13, 2018.
 - b. Approval and/or Ratification of Appointments and Reappointments to Authorities, Boards, Commissions and Committees**
 - i. Approval of the reappointment of Lacy Gittinger and Annah Fischer to additional three-year terms each on the City Planning Commission at the recommendation of Vice Mayor Kane.
 - c. Approval of Agreements and Contracts**
 - i. Approval of a Contract between the Oklahoma Department of Libraries and the Bartlesville Public Library for the Health Literacy Grant 2019.
 - ii. Approval of an Immigration and Citizenship Literacy Grant Contract between the Oklahoma Department of Libraries and the Bartlesville Public Library to expand service to immigrants seeking citizenship.
 - iii. Approval of a Master Services Agreement between the City of Bartlesville and First Responder Support Services, PLLC to provide behavioral health services to the City of Bartlesville Fire Department.

- iv. Approval of a Service Agreement between the City of Bartlesville and Cable One for internet service.
- v. Approval of a Professional Services Contract with Planning Design Group (PDG) for engineering services associated with the Price Fields Renovation Phase III project.
- vi. Approval of an Agreement with the Bison Water District for the relocation and ownership of water facilities.
- vii. Approval of a Professional Services Agreement between the City of Bartlesville and Ambler Architects regarding the Tower Green Project.

d. Approval of Resolution

- i. Approval of a resolution accepting a grant offer from the Federal Aviation Administration for Airport Improvement Project AIP 3-40-0007-012-2018 for "Rehabilitating Runway 17/35".

e. Receipt of Bids

- i. Bid No. 2018-2019-008 for Gas and Diesel Fuel
- ii. Bid No. 2018-2019-010 for Police Pursuit SUV
- iii. Bid No. 2018-2019-011 for Full Size Police Pursuit Vehicle
- iv. Bid No. 2018-2019-0014 for Bartlesville Municipal Airport, Rehabilitate Runway 17/35 AIP Project 3-40-0007-012-2018
- v. Bid No. 2018-2019-015 for Ruggedized Tablets and Docks for Patrol Cars

- 8. **Discuss and take action to award Bid No. 2018-2019-009 for the 2017 CDBG Project Johnstone Park Parking Lot. Presented by Vice Mayor Kane.**
- 9. **Discuss and take action to award Bid No. 2018-2019-012 for one new 1500 GPM Pumper Type Apparatus Fire Truck. Presented by Vice Mayor Kane.**
- 10. **Discuss and take action to adopt an Ordinance amending Chapters 5, 12, and 18 of the Code of the City of Bartlesville, Oklahoma, providing regulations for the establishment of a retail medical marijuana dispensary within the City of Bartlesville; providing regulations for growing marijuana for personal use; identifying acts that are not authorized; providing for the collection of sales tax; declaring an emergency; and providing for the severability thereof. Presented by Lisa Beeman, Director of Community Development and Park Planning.**
- 11. **Discuss and take action to adopt an Ordinance amending Chapters 12 and 13 of the Municipal Code of the City of Bartlesville, Oklahoma, to provide consistency with Oklahoma State Laws and Regulations commonly cited as the Smoking in Public Places and Indoor Workplaces Act; prohibiting smoking in certain areas of any City park or recreational facility; and providing for the severability thereof. Presented by Lisa Beeman, Director of Community Development and Park Planning.**
- 12. **Discuss and take action to adopt an Ordinance amending Chapters 5, 12, 13, and 18 of the Municipal Code of the City of Bartlesville, Oklahoma, to provide consistency with Oklahoma State Laws and Regulations, commonly cited as the Oklahoma Alcoholic Beverage Control Act; removing all references to non-intoxicating beverages or low point beer; providing for violations and punishment thereof; acknowledging an interim period; and providing for the severability thereof. Presented by Lisa Beeman, Director of Community Development and Park Planning.**
- 13. **Discuss and take action to adopt an Ordinance amending Chapters 12 and 13 of the Code of the City of Bartlesville, Oklahoma, concerning the possession, carrying or bearing of firearms, whether concealed or unconcealed, in deference to the State of Oklahoma's preemption on this matter; providing for the discharge of firearms within the City Limits of Bartlesville;**

providing regulations the possession and use of other weapons; and providing for the severability thereof. Presented by Lisa Beeman, Director of Community Development and Park Planning.

14. Discuss and take action to adopt an Ordinance to remove regulations concerning the use of Bill Doenges Memorial Stadium. Presented by Lisa Beeman, Director of Community Development and Park Planning.

15. New Business.

16. City Manager and Staff Reports.

17. City Council Comments and Inquiries.

18. Adjournment.

The Agenda was received and filed in the Office of the City Clerk and posted in prominent public view at City Hall at 4:00 on Thursday, August 30, 2018.

Jason Muninger

Jason Muninger, Interim 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

*Constitution Week
September 17-23, 2018*

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

Whereas, September 17, 2018 marks the 231st anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

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

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

Now, Therefore, the Bartlesville, Oklahoma City Council, do hereby proclaim the week of September 17 through 23 as Constitution Week and ask our citizens to reaffirm the ideals of the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Bartlesville to be affixed this 4th day of September in the year of our Lord, Two Thousand Eighteen.

Mayor Dale W. Copeland, Ward 1

Vice Mayor John J. Kane, Ward 2

Jim Curd, Jr., Ward 3

Alan Gentges, Ward 4

Trevor Dorsey, Ward 5



**MINUTES OF THE
REGULAR MEETING OF THE
BARTLESVILLE CITY COUNCIL
Monday, August 6, 2018
7:00 p.m.**

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

**Mayor Dale Copeland
918-338-4282**

MINUTES

(Notice of Meeting was posted 12/15/17. Agenda posted August 2, 2018)

City Council Members present were Mayor Dale Copeland, Vice Mayor John J. Kane, Alan Gentges and Trevor Dorsey.

City Council Members Absent: Jim Curd, Jr.

City staff present were Mike Bailey, City Manager; Jerry Maddux, City Attorney; Lisa Beeman, Director of Community Development and Park Planning; Micah Siemers, Director of Engineering; Shellie McGill, Human Resources and Library Director; Nancy Warring, Grants Administrator; Kelli Williams, Chief Communications Officer; Lt. Kevin Ickebery; Det. Jim Warring; and Elaine Banes, Executive Assistant.

- 1. Mayor Copeland called the business meeting of the Bartlesville City Council to order at ____ p.m.**
- 2. Roll call was conducted and a quorum established.**
- 3. The invocation was provided by Pastor Chuck McCarthy, Bible Church of Bartlesville.**
- 4. Citizens to be heard.**

There were no citizens to be heard.

- 5. City Council Announcements and Proclamations.**

There were no announcements and proclamations.

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

- One opening on the Bartlesville Area History Museum
- One opening on the Bartlesville Redevelopment Trust Authority
- One opening on the Construction and Fire Codes Appeals Board
- Three openings on the Transportation Committee
- Two openings on the White Rose Cemetery Board

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

- 7. Consent Docket**

- a. Approval of Minutes**

- i. The Special Meeting Minutes of July 9, 2018.

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

- i. Approve the appointment of Mr. Zac Henderson to a three-year term on the Adams Municipal Golf Course Operating Committee at the recommendation of Mayor Copeland.

c. Approval of Agreements and Contracts

- i. Approve a Professional E-Rate Management Fee Schedule Agreement between the Bartlesville Public Library and Kellogg & Sovereign Consulting, LLC for services to prepares and file forms for the Library to receive e-rate monies.
- ii. Approve a Janitorial Agreement between the City of Bartlesville and Spencer Management, Inc. for services provided for City Hall, Police Station and the Library.
- iii. Approve a Short Form Construction Contract between the City of Bartlesville and Ubanhaus Custom Co. for the site work and installation of shelters at Civitan Park and Sooner Park.
- iv. Approve a Financial Renewal and Term Amendment between the City of Bartlesville and UMR, Inc. for employee health insurance.
- v. Approve an agreement between the City of Bartlesville and Nehemiah Community Development Corporation regarding liens and proposed development of property located at 519 Santa Fe Avenue.
- vi. Approve a Community Literacy Grant Contract FY 2019 between the Oklahoma Department of Libraries and the Bartlesville Public Library Literacy Services.
- vii. Approve a Literacy Assessment Contract between the Oklahoma Department of Libraries and the Bartlesville Public Library Literacy Services.

d. Approve Authorization to Submit a Notification of Intent

- i. Authorization to complete and submit a Notification of Intent as required by the Oklahoma Tourism and Recreation Department as a condition of receiving a \$132,700 Recreational Trails Program Grant.

e. Approval of Resolution

- i. Approve a resolution amending the Budget of the City of Bartlesville, Oklahoma for Fiscal Year 2018-2019 to appropriate G.O. Bond proceeds from the sale of the City's 2018A and 2018B Bond Issues.

f. Approval of Financials

- i. Interim Financial Statements for 9th month ending March 31, 2018.
- ii. Interim Financial Statement for 10th month ending April 30, 2018.
- iii. Interim Financial Statement for 11th month ending May 31, 2018.

g. Receipt of Bids

- i. Bid No. 2018-2019-007 for Mountain Road Asphalt Rehabilitation Project
- ii. Bid No. 2018-2019-009 for Johnstone Park Parking Lot- 2017 CDBG Project

Mayor Copeland read the consent docket in its entirety.

Vice Mayor Kane moved to approve the consent docket as presented, seconded by Mr. Gentges.

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

8. Discuss and take action to award Bid No. 2016-2017-039 for 2016 Safe Routes to School. Presented by Councilman Dorsey.

Mr. Dorsey moved to award the bid to Whaling Construction in the amount of \$144,729.75, including the Add-On Alternate, as presented, seconded by Vice Mayor Kane.

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

9. Discuss and take action to award Bid No. 2018-2019-003 for Rock Salt. Presented by Vice Mayor Kane.

Vice Mayor Kane moved to award the bid to Frank Bills Trucking of Severy, Kansas in the amount of \$79.00 per ton as presented, seconded by Mr. Gentges.

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

10. Discuss and take action to award Bid No. 2018-2019-004 Part I for Asphaltic Concrete. Presented by Mayor Copeland.

Mayor Copeland moved to award the bid to Bison Materials LLC, Bartlesville, Oklahoma in the amounts as provided in the attached form, seconded by Mr. Dorsey.

Aye: Mr. Dorsey, Mr. Gentges, Mayor Copeland
Abstained: Vice Mayor Kane
Nay: None
Motion: Passed

11. Discuss and take action to award Bid No. 2018-2019-004 Part II for Aggregate Base. Presented by Mayor Copeland.

Mayor Copeland moved to award the bid to Bison Materials LLC, Bartlesville, Oklahoma in the amounts as provided in the attached form, seconded by Mr. Gentges.

Aye: Mr. Dorsey, Mr. Gentges, Mayor Copeland
Abstained: Vice Mayor Kane
Nay: None
Motion: Passed

12. Discuss and take action to award Bid No. 2018-2019-004 Part III for Dry Sand. Presented by Mayor Copeland.

Vice Mayor Kane reported that no bids were received, and that sand is available from vendors at normal market prices should the need arise to purchase. No action needed.

13. Discuss and take action to award Bid No. 2018-2019-005 for Emulsified Asphaltic Oils. Presented by Vice Mayor Kane.

Vice Mayor Kane moved to award the bid to Ergon Asphalt & Emulsions of Catoosa, Oklahoma in the amount of \$1.60 per gallon for CRS-2 and \$1.90 per gallon for SS-1, seconded by Mr. Dorsey.

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

14. Discuss and take action to award Bid No. 2018-2019-006 for Concrete. Presented by Vice Mayor Kane.

Vice Mayor Kane moved to award the bid to Bartlesville Redi-Mix, Inc. in amounts as provided on the attached form, seconded by Mr. Gentges.

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

15. Discuss and take action to award Bid No. 2018-2019-007 for Mountain Road Asphalt Rehabilitation Project. Presented by Vice Mayor Kane.

Vice Mayor Kane moved to award the bid to Whaling Construction of Bartlesville, Oklahoma in the amount of \$176,554.50, seconded by Mr. Dorsey.

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

16. Discuss and take action on Change Order #1 for the Elevator Improvements at City Hall Project. Presented by Micah Siemers, Director of Engineering.

Mr. Siemers reported that one of the components of the elevator improvement project is to waterproof the small elevator pit, which had visible signs of water infiltration causing deterioration. After the scale and deposits were removed from this pit, it was discovered that portions of the bottom 18 inches of the walls had exposed earth and rock. Due to this discover, staff requested pricing to concrete the walls prior to waterproofing, which came to \$8,525.00.

Mr. Gentges moved to approve Change Order #1 increasing ThyseenKrupp's contract by \$8,535 as presented, seconded by Vice Mayor Kane.

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

17. Discuss and take action on a request from Jonathan Sharpton and Joey Uphold to close a portion of a 10' utility easement located on the east side of Lot 3, Block 31, Woodland Park 14th Addition, Bartlesville, Washington County, Oklahoma, said lot

also being 2900 Ridge Court. Presented by Micah Siemers, P.E. Director of Engineering. (The public hearing on this item was held July 2 with action tabled.)

Mr. Siemers reported that the applicants, Jonathan Sharpton and Joe Uphold, requested the closure because the house located at 2900 Ridge court encroaches on the easement by approximately one foot. The applicant would like to remove the encroachment to avoid issues selling the property in the future. City staff received no objections from any City departments. Oklahoma Natural Gas, Cable One and AT&T do not have facilities located with in the easement, therefore have not objections. AEP/PSO does have objections and would only approve the current request of closing the west 5 feet of the easement if the property owner paid to relocate the overhead electric underground which will affect an adjacent property as well. The applicant stated that their request should be tabled until they can get additional information about the location of the overhead electrical line. The required public hearing was held with no one appear to provide input about the request.

Since the July 2 meeting, the property owners completed a survey that located the overhead electric line. The building is located 13.5 feet away from the overhead electric line at its closest point, and therefore AEP/PSO has no issues with closing only the portion of easement encroached upon by the building. A modified easement closing request was submitted and staff recommends approval and authorizing the Mayor to execute an ordinance closing only the portion of utility easement encroached upon by the building located at 2900 Ridge Court.

Vice Mayor Kane moved approve the modified easement and to adopt the Ordinance closing the utility easement as presented, seconded by Mr. Dorsey.

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

18. New Business.

There was no new business to discuss.

19. City Manager and Staff Reports.

Mr. Bailey invited Mr. Siemers to provide road improvement updates. Mr. Siemers provided updates on the Tuxedo and Johnstone rehabilitation projects and on the guardrails improvement projects.

Mr. Bailey reported that a special City Council workshop meeting will be held Monday, August 13, 2018 at 7 p.m. to discuss the medical marijuana laws and the impact on the City in various areas.

He also reported that filing dates to run for a City Council seat is today, Tuesday and Wednesday. Filing is conducted at the Washington County Election Board from 8 to 5 through Wednesday, August 8.

The pools will close August 11.

Mr. Bailey encouraged citizens to follow the link on the City of Bartlesville website to complete the Tower Green Survey.

20. City Council Comments and Inquiries.

Vice Mayor Kane thanked staff for the traffic signs on Stonewall Drive, and welcomed Mr. Bailey as City Manager.

Mayor Copeland reported that he felt that the Safe Routes to School bid to add sidewalks was a very good project. He added that school will be starting soon and encouraged citizens to be aware of children and watch the speed limits.

21. There being no further business to conduct, Mayor Copeland adjourned the meeting at 7:44 p.m.

Mayor Dale W. Copeland

Jason Muninger, City Clerk/Finance Director



1st Floor Conference Room
401 S. Johnstone Avenue
Bartlesville, OK 74003

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

**Monday, August 13, 2018
7:00 p.m.**

**Mayor Dale Copeland
918-338-4282**

MINUTES

(Notice of Meeting and Agenda was posted August 9, 2018 at 5:30 p.m.)

City Council Members present were Mayor Dale Copeland, Vice Mayor John J. Kane, Jim Curd, Jr., Alan Gentges and Trevor Dorsey.

City staff present were Mike Bailey, City Manager; Jerry Maddux, City Attorney; Lisa Beeman, Director of Community Development and Park Planning; Laura Sanders, Director of Human Resources; Kelli Williams, Chief Communications Officer; Captains Jay Hastings and Rocky Bevard; and Elaine Banes, Executive Assistant.

- 1. Mayor Copeland called the business meeting of the Bartlesville City Council to order at 7:03 p.m.**
- 2. Roll call was conducted and a quorum established.**
- 3. The invocation was provided by Alan Gentges.**
- 4. Citizens to be heard.**

There were no citizens to be heard.

- 5. City Council Announcements and Proclamations.**

There were no announcements or proclamations.

- 6. Presentation of and discussion on the Oklahoma State Law on Medical Marijuana and the potential impact on several areas of City law. Presented by Lisa Beeman, Community Development Director.**

Using a PowerPoint (attached to these minutes), Ms. Beeman provided provisions of the new State law for patients, caregivers, and license for commercial establishments; State licensing timeline; provisions of Emergency Administrative Rules for a licensed patient and licensed commercial establishments, as well as prohibited acts.

She then reviewed the impact on zoning and land use, city personnel policies, offenses and taxation. Beginning with Zoning and Land Use, Ms. Beeman provided information on growing marijuana, processing, packaging, and research; dispensaries; and key provisions of proposed code amendments to Chapter 5, Business Taxes, License, and Regulations. Maps were distributed showing where retail dispensaries, commercial growers and commercial processors and research can be located.

Ms. Beeman then reviewed information regarding offenses involving controlled substances including possession, use, cultivation, distribution, or transportation of medical and non-medical

marijuana; and the key provisions of proposed code amendments to Chapter 12, Offenses, Art. V, Controlled Substances.

Ms. Beeman then reviewed information regarding taxation and the key provisions of proposed code amendments to Chapter 18, Taxation and Finance Art. II, Sales Tax.

Laura Sanders, Transitional Human Resources Director, reviewed personnel rules, regulations and policies stating that modifications to internal substance abuse policy is approved by the City Manager and that no changes will be necessary to these rules and regulations.

Discussion was held covering descriptions of different forms of medical marijuana; security requirements for commercial establishment; the term dispensary is the same as pharmacy; how at this time it is a free market, no limit on the number of dispensaries a city can support; how to address job performance for medical marijuana card holders (job productivity); the justification for more stringent laws (these City laws are already in place); and the specifics regarding citations of possession.

Mr. Bailey continued the discussion regarding how other towns are addressing these issues; how if banning smoking of any kind in parks and recreational areas will open up grant opportunities; and that the proposed ordinances discussed will likely be brought before the City Council for their approval on September 4. He encouraged City Council members to submit their questions, concerns and comments between now and then.

- 7. Presentation of and discussion on a proposed Ordinance amending Chapters 12 and 13 of the Municipal Code of the City of Bartlesville, Oklahoma, to provide consistency with Oklahoma States Laws and Regulations, commonly cited as the Smoking in Public Places and Indoor Workplaces Act; prohibiting smoking in certain areas of any City park or recreational facility; and providing for the severability thereof. Presented by Lisa Beeman, Community Development Director.**

Ms. Beeman reported that the administrative rules adopted by the Oklahoma State Department of Health regulating medical marijuana apply the “Smoking in Public Places and Indoor Workplaces Act” to smokable medical marijuana products. This requires an amendment to the Bartlesville Municipal Code in order to be consistent with Oklahoma State Law. She reviewed the recommended amendments to Chapter 12, Offenses, Art. VII, Offenses Against Property.

Mr. Curd requested a red-lined copy of the proposed ordinance so he can see the changes. Vice Mayor Kane requested a copy of Ms. Beeman’s PowerPoint.

- 8. Presentation of and discussion on a proposed Ordinance amending Chapters 5, 12 and 18 of the Municipal Code of the City of Bartlesville, Oklahoma, to provide consistency with Oklahoma State Laws and Regulations, commonly cited as the Oklahoma Alcoholic Beverage Control Act; removing all references to non-intoxicating beverages or low point beer; providing for violations and punishment thereof; acknowledging an interim period; and providing for the severability thereof. Presented by Lisa Beeman, Community Development Director.**

Ms. Beeman reported that the new State alcohol law passed in November of 2016 overhauled Oklahoma’s alcohol laws paving the way for wine of up to 15% alcohol content and full-strength beer of up to 8.99% sales in grocery stores. This law will go into effect on October 1, 2018. She went on to present that this change and other key changes which will impact several areas of City law. After review, she presented the recommended amendments to Chapter 5, Business License Regulations and Chapter 12, Offenses.

A brief discussion was held on fees, and the difference between an annual and quarterly event and special and public events.

9. City Manager and Staff Reports.

Mr. Bailey reported that the search for a police chief continues to progress. Background checks are being conducted this week, and an announcement should be forthcoming in the next week.

Mr. Bailey provided an update on road/lane closures and announced the ramp closing for guardrail replacement will not begin this week after all. ODOT will provide a new timeline for this project.

Mr. Bailey stated his appreciation of everyone agreeing to this workshop meeting to discuss these important topics.

10. City Council Comments and Inquiries.

Mr. Dorsey reported that he had been receiving calls about the increased rates in the water bills. These were scheduled increases and began July 1st.

Mayor Copeland stated that he was impressed with the number of applications received for the police chief position.

He stated his appreciation to the citizens who attended the meeting. He also stated that City staff has been and continues to be good at getting ahead of the curve, and he appreciates that.

11. There being no further business to address, Mayor Copeland adjourned the meeting at 8:31 p.m.

Mayor Dale W. Copeland

Jason Muninger, City Clerk/Finance Director

MEDICAL MARIJUANA



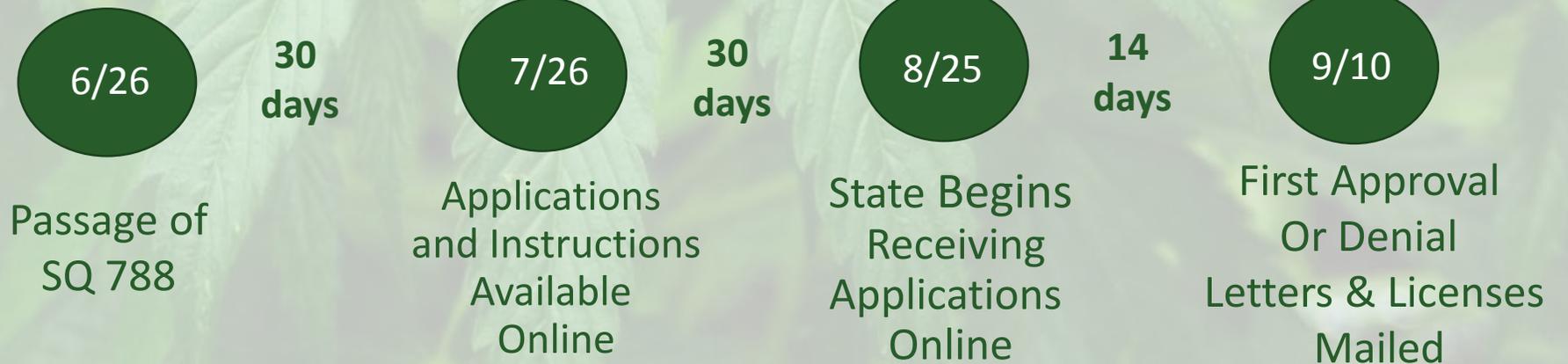
**Oklahoma Medical
Marijuana Authority**

- State Question 788 (June 2018) legalized marijuana for medical use
- Oklahoma joins 29 other states
- Regulated by Oklahoma State Department of Health

Provisions of New State Law



- Patient License
- Caregiver License
- Medical Marijuana Dispensary *
- Commercial Grower *
- Commercial Processor *
- Research
- * Transportation Licenses Included



Provisions of New State Law

Patient

- Consume marijuana legally
- Legally possess:
 - Up to 3 ounces of marijuana on their person
 - 6 mature marijuana plants
 - 6 seedling plants
 - 1 ounce of concentrated marijuana
 - 72 ounces of edible marijuana
 - 8 ounces of marijuana
- City may allow greater quantities
- May cultivate marijuana for personal medical use
- Protections provided for patient license holder, including employers

Caregiver

- Issued for licensed homebound patients
- Given same rights as patient

Provisions of New State Law



**License for
Commercial
Establishments**

- Dispensary, Growing Facility, and Processing Facility
- No City may unduly change or restrict zoning laws to prevent the opening of a retail marijuana establishment
- The location of any retail marijuana establishment is prohibited within 1,000' of any public or private school entrance
- Only a licensed medical marijuana retailer may conduct retail sales of marijuana or marijuana derivatives
- State reporting requirements for all commercial licensees
- No limits on how much marijuana a licensed grower can grow
- Selling, manufacturing, distribution, and possession of medical marijuana paraphernalia is legal
- 7% State Sales Tax

Provisions of Emergency Administrative Rules



**Oklahoma Medical
Marijuana Authority**

**Licensed
Patient**



- Restrictions on Smoking in Public Places and Indoor Workplaces

**Licensed
Commercial
Establishments**



- A single transaction by a dispensary is limited to:
 - 3 ounces of usable marijuana
 - 1 ounce of marijuana concentrate
 - 72 ounces of medical marijuana products
 - 6 mature plants and/or 6 seedlings plants
- General security requirements
- Must meet applicable building codes
- Labeling and packaging requirements, including child resistant

Provisions of Emergency Administrative Rules

Licensed
Commercial
Establishments



- Prohibited Acts:
 - ✓ No consumption of alcohol or medical marijuana on premises
 - ✓ No employee under the age of 18
 - ✓ Dispensary shall not provide delivery of products
 - ✓ No false advertising
 - ✓ No advertising to induce minors to purchase or consume
- Prohibited Products:
 - ✓ No products intended to be attractive to children or minors

A permanent rule-making process will begin prior to the 2019 legislative session.

Impact on City Regulations

**ZONING AND
LAND USE**

**CITY
PERSONNEL
POLICIES**

OFFENSES

TAXATION

Zoning and Land Use

GROWING OF MARIJUANA PLANT

- Classified as Agricultural Activity: Field Crops
 - Permitted in all residential districts (RA, RE, RS, RM, RT)
 - Permitted in 5 commercial districts (C-2, C-3, C-5, C-6, C-7)
 - Permitted in 3 industrial districts (M-1, M-2, M-3)
- Personal Growth
 - State law limits amount grown
- Commercial Growers
 - No limits on how much a commercial grower can grow
 - No retail sales permitted

Zoning and Land Use

PROCESSING AND PACKAGING OF MARIJUANA PLANT; RESEARCH

- Classified as Manufacturing or Industrial Activity
 - Depending upon extent of the processing system
 - Odor, heat, smoke, noise, vibration, or other objectionable environmental influences
 - Operation within enclosed buildings, outdoor storage, etc.
 - Permitted in 3 commercial districts (C-4, C-5, C-7)
 - Permitted in 3 industrial districts (M-1, M-2, M-3)
 - Permitted in Industrial Park District (BV Industrial Park)
 - Not within 200-feet of a residential district (BV Zoning Regs)

Zoning and Land Use

MEDICAL MARIJUANA DISPENSARY

- Retail sales only
- Classified as Drug Store or Pharmacy
 - Permitted in 5 commercial districts (C-2, C-3, C-4, C-5, C-7)
- State law prohibits location within 1,000' of a public or private school entrance
- State law legalizes medical marijuana paraphernalia

Zoning and Land Use

State Law: No city may unduly change or restrict zoning laws to prevent the opening of a retail marijuana establishment.

- Appears to refer to a licensed medical marijuana dispensary
- State law is silent on the city's authority with regard to a licensed establishment for a commercial grower, processor, or researcher
- State law contains no provision that specifically cities to opt-out or restrict zoning laws and ordinances to limit medical marijuana availability and use (similar to other States)
- This may be considered during the next legislative session.

Key Provisions of Proposed Code Amendments

Chapter 5, Business Taxes, Licenses, and Regulations

✓ **Adopt State Statutes & Rules**

✓ **Business License Required for all commercial establishments**

✓ **Location Restrictions**

✓ **Retail MM Dispensary**

- In any commercial district that permits a pharmacy or drug store
- Prohibited within 1000' of any public/private school entrance

✓ **Commercial MM Growers**

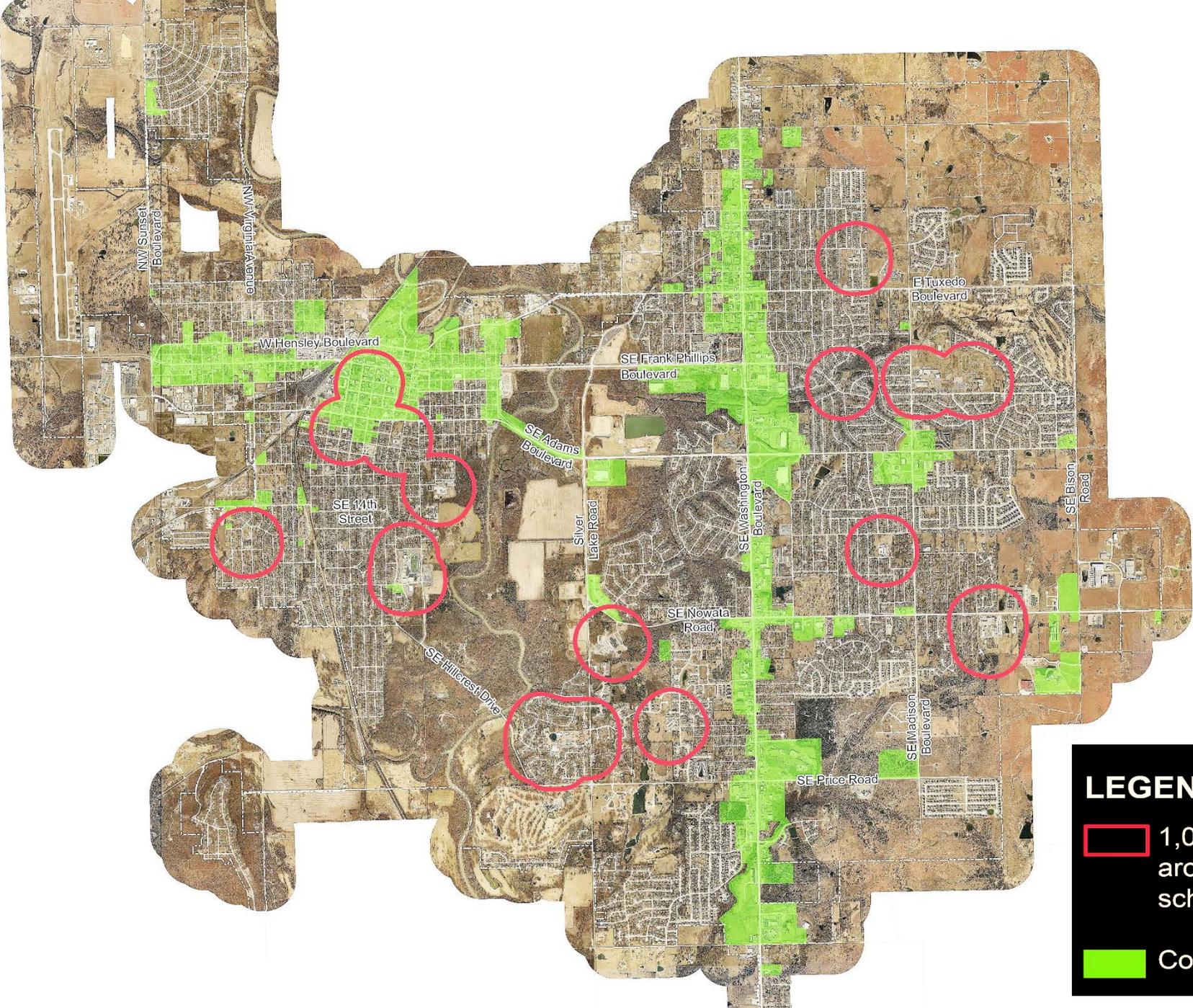
- Prohibited in any RE, RS, RM or RT District or within 200' thereof
- Prohibited within 1000' of any public/private school entrance

✓ **Commercial MM Processors or Researchers**

- Permitted in any M-1, M-2, M-3 or IP District
- Prohibited within 200' of any RE, RS, RM or RT District
- Prohibited within 1000' of any public/private school entrance

Retail Dispensaries

- ✓ Can locate in Commercial Districts
- ✓ Not within 1000' of Public/Private School Entrance



LEGEND

-  1,000 foot buffer around public & private schools
-  Commercial districts

Commercial Growers

- ✓ Can locate in:
 - 5 Commercial Districts
 - 3 Industrial Districts
 - Agricultural District

- ✓ Prohibited in:
 - RE, RS, RM, and RT District

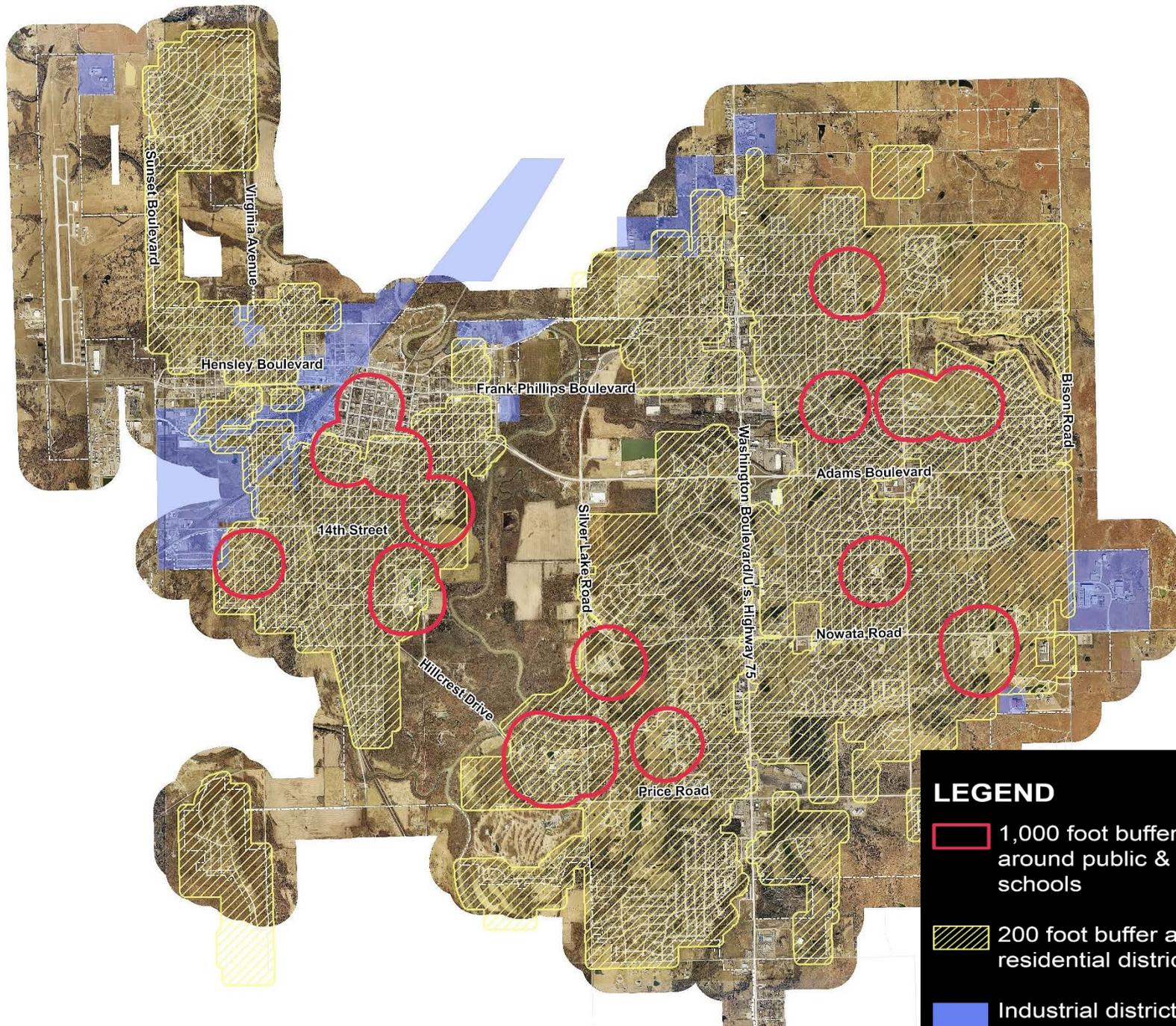
- ✓ Not within 200' of any residential district

- ✓ Not within 1000' of Public/Private School Entrance



LEGEND

-  1,000 foot buffer around public & private schools
-  200 foot buffer around residential districts



Commercial Processors & Research

- ✓ Can locate in Industrial Districts
- ✓ Not within 200' of any residential district
- ✓ Not within 1000' of Public/Private School Entrance

Offenses Involving Controlled Substances

POSSESSION, USE, CULTIVATION, DISTRIBUTION, OR TRANSPORTATION

- Medical Marijuana
 - Regulated as a Controlled Dangerous Substance
 - Legal if you have an RX; illegal if you don't
 - Includes cultivation of marijuana for personal medical use
 - Restricts smoking of medical marijuana products just as tobacco products
 - Oklahoma "Smoking in Public Places and Indoor Workplaces Act"
 - Public intoxication prohibited
 - Medical marijuana waste disposal
- Non-Medical Marijuana
 - Remains illegal
 - Possession of drug paraphernalia illegal, unless authorized by State Law

Key Provisions of Proposed Code Amendments

Chapter 12, Offenses, Art. V, Controlled Substances

✓ Adopt State Statutes & Rules

✓ Cultivation of Marijuana for Personal Medical Use

- Legally zoned and occupied
- Full-time permanent residence of licensed patient
- Areas shall be secured
- Outdoor cultivation permitted behind 6' opaque secure fence
- Cannot be visible from street

✓ Smoking Restrictions

- Same as tobacco (Sec. 12-120)
- Also within public parks, playgrounds and recreational facilities

Sec. 13-6. - Smoking Prohibited

Within city parks, parkways, trails, recreation areas, and open spaces as follows:

- In or within 50' of any playground or play court;
- In or within 50' of the fenced confines of any outdoor recreational facility;
- In or within 50' of all bleachers and stands used by spectators at public events; and
- On the Pathfinder Parkway Trail System and in the associated trailheads.

Key Provisions of Proposed Code Amendments

Chapter 12, Offenses, Art. V, Controlled Substances (cont.)

✓ **Public Intoxication Prohibited**

- Under the influence at a level that presents a danger to others or creates a disturbance of the peace
- Public place, building, gathering, any public/private road, any vehicle

✓ **Medical Marijuana Waste Disposal**

- Rules not specific
- Applicable local and State Statutes/Rules

✓ **Non-Medical Marijuana**

- Possession, use, cultivation, distribution, or transportation remains illegal
- Uniform Controlled Dangerous Substances Act (State of Oklahoma)

✓ **Non-Medical Marijuana**

- Possession, use, cultivation, distribution, or transportation remains illegal
- Uniform Controlled Dangerous Substances Act (State of Oklahoma)

✓ **Possession of Drug Paraphernalia**

- Remains illegal unless it is for medical marijuana use
- Uniform Controlled Dangerous Substances Act (State of Oklahoma)

Taxation

SALES TAX

- State of Oklahoma – 7% sales tax at point of sale
- Medical Marijuana
 - Retail sales of medical marijuana, medical marijuana-derived products, and related paraphernalia
- City Sales Tax – Chapter 18
 - There is levied an excise tax of two and one-fourth (2¼) percent upon the gross proceeds or gross receipts derived from all sales taxable under the sales tax code of Oklahoma, including any and all amendments to and revisions thereof, presently including, but not exclusive of, the following: 1-11
 - Specifically enumerates 11 Items

Key Provisions of Proposed Code Amendments

Chapter 18, Taxation and Finance Art. II, Sales Tax

✓ **Add the following to allow for collection of city sales tax on retail medical marijuana sales**

(12) Retail sales of medical marijuana, medical marijuana-derived products, and related paraphernalia.

City of Bartlesville Employer-Employee Relations

PERSONNEL RULES, REGULATIONS, AND POLICIES

- Substa
- Defin
- A j
- tas
- Person
- Sec
-

**Modifications to
Internal Substance
Abuse Policy
Approved by
City Manager**

**No Changes
Necessary
To
Rules & Regs**

o-related
others.

n,
g working
or illegal,
to



SMOKING AND VAPING



- Smoking in Public Places and Indoor Workplaces Act
 - Tobacco and Tobacco-Derived Products
 - Medical Marijuana and Medical Marijuana-Derived Products

Sec. 12-120. - Smoking prohibitions.

1. Smoking in any enclosed, indoor facility owned by the City of Bartlesville is hereby prohibited.
or within 25 feet of the entrance or exit of any such facility.
2. For purposes of this section, "smoking" means the carrying by a person of a lighted cigar, cigarette, pipe, or other lighting smoking device.
3. This section shall not prohibit smoking in a private, enclosed room or office occupied exclusively by a smoker or smokers, even if the room or enclosed office may be visited by a nonsmoker.
4. The city manager is authorized to promulgate and enforce reasonable rules and regulations not inconsistent with this section.

Recommended Amendments to Municipal Code

Chapter 12, Offenses, Art. VII, Offenses Against Property

✓ Adoption of State Statutes and Rules

✓ Definitions

- Smoking Device
- Smoke
- Smoking
- Tobacco Product
- Medical Marijuana Product

✓ Retains exemption for smoking in a private enclosed office or room exclusively occupied by smokers

✓ Restriction on Smoking

- In any location prohibited by any State law or rule
- City-owned enclosed, indoor facility or within 25' of the entrance or exit
- City parks, parkways, trails, recreation areas, and open space lands (City-owned)
 - 50' of a playground or play court
 - 50' of the fenced confines of any outdoor recreational facility
 - 50' of bleachers and stands used by spectators at public events; and
 - On Pathfinder Parkway Trail System and trailheads
- As further defined in Chapter 13, Parks and Recreation

Recommended Amendments to Municipal Code

Chapter 13, Parks and Recreation, Art. I, In General

PROHIBITED ACTS

✓ Adds smoking as a prohibited use in these areas

✓ Cross-References with Sec. 12-120

✓ Definitions

- Playground
- Play field or play court

- 50' of a playground or play court
- 50' of the fenced confines of any outdoor recreational facility
- 50' of bleachers and stands used by spectators at public events; and
- On Pathfinder Parkway Trail System and trailheads



ALCOHOL MODERNIZATION LAWS

- Sales of refrigerated full-strength beer (up to 8.99% ABV) and wine (up to 15% ABV) in grocery stores, convenience stores, & similar retail stores
- Essentially does away with “low-point beer” and other non-intoxicating beverages
- Begins Monday, October 1, 2018 at 6:00 a.m.

Other Significant Changes in the Law

- ✓ Liquor stores will be the only retailer permitted to sell spirits, but they will also be able to sell refrigerated beer and wine.
- ✓ Liquor stores will also be the only retailer permitted to sell beer in excess of 8.99% ABV and wine in excess of 15% ABV.
- ✓ Wine and spirits stores will be able to sell items other than alcohol (i.e. products you could normally find in a grocery or convenience store), provided those sales don't exceed 20% of monthly sales.
- ✓ Off-premises consumption locations, like grocery stores and convenience stores, can sell from 6:00 a.m. to 2:00 a.m. on any day.
- ✓ Liquor stores will be able to open at 8:00 a.m. and sell until midnight, Monday through Saturday. Previously, such stores were only allowed to be open from 10:00 a.m. to 9:00 p.m. Sunday's are still off limits for liquor stores unless changed by the County Commissioners with voter approval.

Other Significant Changes in the Law

- ✓ On-premise consumption locations, such as restaurants and bars, may serve alcohol between 8:00 a.m. and 2:00 a.m. on any day.
- ✓ The 300-foot buffer area (from schools or churches) currently required for mixed-beverage and wine bars, and package liquor stores remains in place and will now apply to new beer bars as well. Previously this buffer did not apply if the beer bar sold 3.2% or less. Existing low-point beer bars will be grandfathered.
- ✓ 300-foot buffer area does not apply to restaurants that serve alcohol; required for any establishment “which has as its main purpose the selling or serving of alcoholic beverages for consumption on the premises; or package liquor stores

Recommended Amendments to Municipal Code

✓ Update Business License Regulations (Chapter 5)

- New licenses categories
- Updated fees
- Includes hours of operation
- 300-foot buffer zone

✓ Remove all references to low-point beer or non-intoxicating beverages

- Chapter 5, Business Licenses
- Chapter 12, Offenses
- Chapter 13, Parks and Recreation
- Chapter 18, Taxation and Finance

✓ Adopts new State Law

✓ Update Chapter 12, Offenses

- Definitions for open container and public property
- Drinking, possession, and transportation on public property
- Drinking and possession on private property
- Public intoxication

✓ Provides for an interim period to purchase, stock, and store only until October 1, 2018





CITY OF BARTLESVILLE * 401 S. JOHNSTONE * BARTLESVILLE, OK 74003

Memo

TO: Dale Copeland, Mayor

FROM: Lisa Beeman, Community Development Director

CC: Mike Bailey, City Manager
Lisa Beeman, Community Development Director

DATE: August 29, 2018

SUBJECT: **Reappointments to the City Planning Commission**

The term of service on the City Planning Commission for both Lacy Gittinger and Annah Fischer have expired. The Municipal Code allows a person to serve the longer of two (2) full terms or six (6) years as a member of a board, commission, or committee. A term of service on the City Planning Commission is three years and both Ms. Gittinger and Ms. Fischer are eligible to serve one additional three year term. Both have indicated their willingness to serve, and, as such, I would like to recommend that Lacy Gittinger and Annah Fischer be reappointed to a second three year term of service on the Bartlesville City Planning Commission.

Please place this appointment on the next City Council agenda.



August 9, 2018

Mike Bailey, City Manager
City of Bartlesville

Please find attached a contract for the Health Literacy Grant 2019 awarded from the Oklahoma Department of Libraries. We are fortunate to receive this grant for four consecutive years. We are glad the Library will be able to continue providing health and wellness programs and classes to our community. The grant will pay for programs, classes, and will supplement the salaries of the Literacy Assistant and the Immigration/Citizenship Assistant.

I am requesting this contract be placed on the next City Council agenda for approval. If you have any questions, please do not hesitate to call me.

A handwritten signature in black ink, appearing to read 'Shellie McGill', written in a cursive style.

Shellie McGill, Interim Director
Bartlesville Public Library

CONTRACT-HEALTH LITERACY

THIS CONTRACT is made and entered into on this August 8, 2018, by and between the **Oklahoma Department of Libraries**, hereinafter referred to as the **Department**, and **Bartlesville Public Library Literacy Services and Bartlesville Public Library**, hereinafter referred to as the **Sub-Recipient**.

WHEREAS, in 2017, Oklahoma was ranked the 43rd healthiest state; and whereas, forty-three percent of Oklahoma adults have *below basic* or *basic* prose literacy skills; and whereas, the ability to read and understand health information is critical to an individual's ability to make informed health decisions,

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

1. Project Actions:

The Sub-Recipient agrees to:

- a. use grant funds to provide resources, information, and training as outlined in the approved health literacy proposal;
- b. adhere to the LSTA Terms and Conditions;
- c. publicize the grant award and related projects locally;
- d. include the Institute of Museum and Library Services logo on all print information;
- e. maintain signed contracts for all presenters and instructors paid with grant funds;
- f. follow conflict of interest policy when selecting presenters, instructors, and vendors;
- g. participate in health literacy networking calls and/or video conferences arranged by the Department;
- h. provide health literacy information to a minimum of 200 members of the community;
- i. provide literacy information/instruction to a minimum of ten adult learners;
- j. collaborate with at least four community organizations such as local healthcare facilities, shelters, retirement centers, or similar organizations; and
- k. collect related statistics and maintain copies of all related print information to include at least one photograph with photo release.

2. Project Funds:

- a. The Department will provide the Sub-Recipient the sum of **Nine Thousand Dollars (\$9,000)** to provide health literacy services.
- b. Expenditures for this project must conform to the approved budget, to applicable State laws and regulations, to Institute of Museum and Library Services (IMLS) regulations, and the conditions of this contract.

- c. The Department must approve any deviation from the proposed budget in excess of \$100.
- d. The Sub-Recipient shall expend all funds received under this contract by **August 3, 2019**.
- e. Any funds remaining after termination of this contract shall be returned to the Department within thirty (30) days.
- f. The Sub-Recipient assures that expenditures under this contract shall be included in its next regular financial review or audit.
- g. Evidence of failure to comply with the above policies shall result in a hold being placed on all pending grant awards and payments from the Department until compliance can be assured.

3. Project Reports and Records:

- a. The Final Project Report, due **August 16, 2019**, shall include the Project Narrative, Programs and Statistics Report, and Expenditure Report.
- b. The Department will monitor the health literacy grant through site visits; assessing whether activities underway or completed are contributing toward meeting the objectives of the project; performing any other inspections necessary to insure that regulations applicable to the Department's contract are being met; and reviewing the final report. The Sub-Recipient shall make available project records and personnel to enable the Department to monitor this project.
- c. The Sub-Recipient will keep separate accounting records of grant funds, including copies of all invoices paid with grant funds, for a period of five years. Such records relating to this contract shall be accessible and available for examination by persons authorized by the Department or its designated examiners.

4. Project Timetable:

- a. The terms of this contract shall be from **August 8, 2018**, through **August 31, 2019**, with the Final Project Reports submitted on or before **August 16, 2019**.
- b. If this contract is not signed by both parties within thirty days of the beginning date, it shall become null and void.

5. Drug Free Workplace:

The Oklahoma Department of Libraries is a drug-free workplace. Grant recipients must agree that staff, contractors, and participants will not engage in the unlawful manufacture,

distribution, possession, or use of a controlled substance at any activity related to the contract. If anyone associated with the project is convicted of a criminal drug offense resulting from a violation during the contract period, a written notification of the conviction must be provided to the Department within 10 days.

6. Authority:

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

Bartlesville Public Library

Oklahoma Department of Libraries

Director

Susan C. McVey, Director

Date

Date

FOR USE BY THE OKLAHOMA DEPARTMENT of LIBRARIES

Assurances: Fund 400-18, ob sub 2551121 is encumbered for this contract.

Business Manager _____
Date

LSTA Coordinator _____
Date

Lead Officer _____
Date

LSTA TERMS AND CONDITIONS AGREEMENT

Health Literacy

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

The sub-recipient will fulfill the grant described in the contract. In fulfilling this grant, the sub-recipient shall follow all state and local laws, rules, regulations, standards, and procedures required subject to Federal statutes, and regulations including, but not limited to, those enumerated in these Terms and Conditions.

Nondiscrimination Statutes

The sub-recipient must have a nondiscrimination policy in place that prohibits discrimination on the basis of disability, sex, age, race, color or national origin. Sub-recipient's policies must comply with federal statutes and regulations for programs or activities funded in whole or in part by the Institute of Museum and Library Services.

Drug-free Workplace

Maintenance of a drug free workplace is the responsibility of the sub-recipient. All sub-recipients are prohibited from unlawfully manufacturing, distributing, dispensing, possessing or using a controlled substance in or on workplace facilities or property. Additionally, this applies to all individuals or entities under contract using grant funds.

Debarment and Suspension

The sub-recipient's Director certifies that to the best of his/her knowledge that neither the applicant nor any of its principals or contractors are presently excluded or disqualified or have been convicted within the preceding three years of any offenses listed in 2 C.F.R., or have been criminally or civilly charged by a government entity.

Conflict of Interest

The sub-recipient must maintain written standards of conduct covering conflicts of interest and governing the performance of their employees engaged in the selection, award, and administration of sub-awards and contracts. Employees may not participate in the selection, award, or administration of a sub-award or contract paid with Federal award funds if they have a real or apparent conflict of interest. A conflict of interest would arise when the employee, any member of their immediate family, a partner, or an organization has a financial or other interest in or a tangible personal benefit from an organization considered for a sub-award or contract.

Grant Funds Expenditures

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

Indirect Costs

When acting as a pass-through entity, the State Library Administration Agency (SLAA) is required to honor a sub-recipient's federally negotiated indirect cost rate if one already exists. If no such rate exists, the SLAA

must honor either a rate negotiated between the SLAA and the sub-recipient (in compliance with federal guidelines) or the minimum rate of 10 percent of the sub-recipient's modified total direct costs (MTDC). Sub-recipients may elect not to claim any indirect costs. *See 2 CFR 200.331*

Certification of Indirect Costs must be provided if sub-recipient claims a negotiated indirect cost rate. If an indirect cost rate of up to 10 percent is claimed, charges must directly relate to the project and an itemized budget must be provided.

Grant Amount Payment

The Federal share of expenditures under this grant may not exceed the amount granted unless such expenditures have been approved by the Lead Officer.

Accounting and Record Keeping

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

Federal or State Monitoring

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

Oklahoma Department of Libraries Monitoring

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

- a. whether project activities are consistent with those set forth in the grant contract and the grant application;
- b. that actual expenditure of state, local and/or private funds expended to date on the project is in conformity with the amounts for each budget line item and that unpaid costs have been properly accrued;
- c. that sub-recipient is making timely progress with the project, and that its project management, financial management, control systems, and procurement requirements are fully and accurately reflected in project reports submitted to ODL; and/or
- d. that sub-recipient is retaining copies of all informational materials, surveys, videos, and advertising in an organized fashion for a period of five years.

Acknowledgements

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

- a. This health literacy project was supported in whole or in part by the Institute of Museum and Library Services. Opinions expressed in this publication or presentation do not necessarily reflect the position

or policy of the Oklahoma Department of Libraries or IMLS and no official endorsement by those entities should be inferred.”

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

Advertisements

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

“This project is funded through the Oklahoma Department of Libraries with a federal grant from the Institute of Museum and Library Services.”

Note: You may add “in part” if there are multiple funding partners.

Record Retention

The sub-recipient will retain for five years a minimum of one copy of all publications, informational materials, surveys, videotapes, films, union list, or other such materials produced as a result of this LSTA project.

Future Eligibility

In order to maintain eligibility for future grants, the sub-recipient must submit a final narrative and financial report as required by the Oklahoma Department of Libraries. The sub-recipient will retain copies of all reports for a period of five years.

Grant Close-out

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

Suspension or Termination

This agreement may be suspended or terminated upon the recommendation of the ODL Lead Officer or LSTA Coordinator and the approval of the Director of the Oklahoma Department of Libraries if there is failure to comply with the terms of the contract or Terms and Conditions Agreement. Should the project be suspended or terminated, no additional ODL grants will be awarded unless specifically authorized by the ODL Director.

Director

Date



Bartlesville Public Library

August 28, 2018

Mike Bailey, City Manager
City of Bartlesville

Please find attached a contract for the Immigration and Citizenship Literacy Grant awarded from the Oklahoma Department of Libraries. Total amount to be received this year is \$11,000. This grant will pay the majority of the salary for Norma Seabolt, Immigration and Citizenship Literacy Assistant during fiscal year 2019. The balance of the salary, not covered by this grant, will be taken from the Health Literacy Grant.

I am requesting this contract be placed on the next City Council agenda for approval. If you have any questions, please do not hesitate to call me.

A handwritten signature in black ink, appearing to read 'Shellie McGill', is written over a faint, illegible printed name.

Shellie McGill, Interim Director
Bartlesville Public Library

Immigration and Citizenship Literacy Grant Contract

THIS CONTRACT is made and entered into on this 27th day of August, 2018, by and between the **Oklahoma Department of Libraries**, hereinafter referred to as the **Department**, and the **Bartlesville Public Library Literacy Services**, hereinafter referred to as the **Grantee**.

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

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

NOW THEREFORE, the parties hereto agree as follows:

Project Actions

1. The **Department** will
 - a. host an informational meeting of libraries and literacy programs with USCIS community relations representative;
 - b. distribute best practices on the website and to interested literacy programs throughout the state;
 - c. monitor the project through review of financial and evaluation reports submitted by the **Grantee**, make site visits to verify that grant funds are expended for the purposes for which the grant has been made, and assess whether activities underway or completed are contributing toward meeting the objectives of the project.
2. The **Grantee** will
 - a. carry out all activities outlined in the grant proposal;
 - b. attend the informational meeting with USCIS community relations representative;
 - c. provide related training for library and literacy staff;
 - d. recruit immigrants desiring citizenship;
 - e. increase community awareness of services offered;
 - f. identify and share best practices.
3. In consideration of participation, the **Department** will grant funds in the amount of **Eleven Thousand Dollars (\$11,000)** to support this effort.

Project Miscellany

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

- The **Grantee** will retain all financial and program records, supporting documents, statistical records, and other records pertinent to this grant for a period of five (5) years. (August 27, 2017-August 27, 2023).
- The **Grantee** assures that all promotional materials, press releases, bibliographies, reports, and other publications resulting from the activities supported, in whole or in part, by this grant will contain the following acknowledgment:

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

Project Timeline

The terms of this contract shall be from 9/1/2018–8/31/2019, with the final report submitted on or before August 15, 2019. The contract period may not be extended without good cause and written approval.

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

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

Drug Free Workplace

The Oklahoma Department of Libraries is a drug-free workplace. As a contract employee, you must agree that: *You will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity related to the contract award; and if you are convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract award activity, you will report the conviction in writing within 10 days.*

Signatures

Authorized Representative
Bartlesville Public Library Literacy Services

Susan McVey, Director
Oklahoma Department of Libraries

Date

Date

FOR USE BY THE OKLAHOMA DEPARTMENT of LIBRARIES

Assurances:

- Fund F-2551404 400/18, is encumbered for this contract. Business Manager _____ Date _____
- Lead Officer is aware of this obligation. Lead Officer _____ Date _____
- LSTA Coordinator is aware of this obligation. LSTA Officer _____ Date _____

STAFF REPORT

To: Mike Bailey, City Manager

From: John Banks, Fire Chief

CC: Jason Muninger, CFO, City Clerk

Date: 09/04/18

Re: First Responder Support Services

This company has been used by the Bartlesville Fire Department and most recently by the Bartlesville Police Department after the officer involved shooting. Counseling will be provided to the Bartlesville Fire Department personnel on a self-referred as-needed basis. Services shall not be limited to job-related behavioral health, but marital or family therapy is not included. The cost to the City is \$2,080.00 for a six-month period beginning January 1, 2019 through June 30, 2019. Payments to be made in the amount of \$475.00 per month. Our members witness more than their share of critical incidents during their careers, and making this service available to our members will hopefully help them to maintain good mental health.

Should you have any questions or concerns please feel free to call me at 918-440-8419.

FIRST RESPONDER SUPPORT SERVICES, PLLC

1612 S. Harvard Ave.

Tulsa, OK 74112

August 27, 2018

Bartlesville Fire Department
Fire Chief John Banks
401 S. Johnstone Ave.
Bartlesville, OK 74003

**Re: Proposal and Cost Estimate
Self-Referred Counseling and Training/Education Services**

Dear Chief Banks:

First Responder Support Services (FRSS) presents the following proposal and cost estimate to the Bartlesville Fire Department (BFD) for Self-Referred Counseling Services (Counseling) and Training/Education Services (Training). The parameters, cost and expense of the proposed Services are as follows:

Services

1. Counseling will be provided to BFD personnel on a self-referred as-needed basis (described in the Master Services Agreement). Although such Counseling shall not be limited to job-related behavioral health, marital or family therapy is not included. There are no limits as to number of sessions or frequency.
2. Resilience-based Stress and Critical Incident Management Training (CLEET certified 6 hour course, including 2 MH hours) will be provided to BFD personnel on two dates (to be mutually determined).

Cost

1. Counseling is provided at the cost of \$2,080.50 for a six-month period beginning January 1, 2019 through June 30, 2019 (FY18-19). Payment to be made in the amount of \$475.00 paid monthly.
2. Training is provided at the cost of \$1,800.00 for a total of two classes. There is no limit as to the number of participants and other departments may be invited to attend if preferred.

FRSS appreciates the opportunity to be of service to the Bartlesville Fire Department. If you have any questions regarding this proposal, please contact me at (918) 639-1876.

To express acceptance of this afore described proposal and cost estimate, please execute with your signature and return to FRSS via mail or scanned document.

Sincerely,

First Responder Support Services, PLLC

Dana L. Mugavero, LCSW

Dana L. Mugavero, LCSW
Director

Chief John Banks
Bartlesville Fire Department

MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is made and entered into as of August 27, 2018, by and between the **CITY OF BARTLESVILLE, OKLAHOMA**, a municipal corporation, 401 S. Johnstone Ave. Bartlesville, Oklahoma, 74003 (“City”) and, **FIRST RESPONDER SUPPORT SERVICES, PLLC** an Oklahoma Corporation, 1612 S. Harvard, Tulsa, Oklahoma, 74112 (“FRSS”).

RECITALS

- A. City desires to contract with FRSS as an independent contractor to provide certain ongoing behavioral health services to the City of Bartlesville Fire Department (“BFD”).
- B. FRSS desires to contract with City to provide such behavioral health services as more fully described below.

In consideration of the recitals and the representations, warranties and covenants set forth in this Agreement, the parties hereby agree as follows:

SECTION I – SERVICES PROVIDED BY FRSS:

a. At any time and from time to time during the term of this Agreement, BFD may request that FRSS provide Services as described in Section I.b below. Following such request, FRSS will prepare and submit a written proposal to BFD, detailing such specific Services, together with an estimate of the total costs and any associated expenses (“Proposal”). Prior to performance of such Services, the parties shall agree on the terms of each such Proposal, together with any modifications as agreed by the parties. This Agreement shall control and govern all Services performed by FRSS under any Proposal. In the event of a conflict between the terms of a Proposal and the terms of this Agreement, the terms of this Agreement shall prevail and control.

b. FRSS shall make available the following professional behavioral health services to the BFD (“Services”):

1. Self-Referred Counseling Services. Counseling Services will be provided to individual BFD personnel on a self-referred as-needed basis. Although such Services shall not be limited to job-related behavioral health, marital or family therapy is not included. There are no limits as to the number of sessions or frequency.
2. Education/Training Services. Education and/or Training Services will be provided upon request pursuant to a Proposal, including but not limited to education on stress management, critical incident reactions and response, communication and management skills training.

c. Each individual employee, consultant or independent contractor of FRSS providing the Services hereunder will be appropriately licensed by the State of Oklahoma, or under proper supervision in the process of obtaining such licensure, and possess the educational qualifications and certificates appropriate for the Services provided.

d. FRSS agrees to make itself reasonably available to BFD to render the Services, and as may be required in order to perform the Services, whether self-referred or requested by BFD pursuant to a Proposal; provided, however, FRSS shall not be obligated to devote its full time and attention to providing the Services, and shall be free to engage in other activities. BFD acknowledges and agrees that FRSS reserves the right to reschedule Services as FRSS deems appropriate in its sole discretion within a reasonable period of time.

SECTION II –METHOD OF PAYMENT:

FRSS shall submit an invoice to the City for Services provided on a monthly basis. City shall make payment for Services by EFT or check payable to First Responder Support Services, PLLC within 30 days of the date of the invoice. City's obligations under this Section II shall survive the expiration or termination of this Agreement.

SECTION III – INSURANCE AND INDEMNITY:

a. FRSS shall procure and maintain during the term of this Agreement professional liability insurance. Upon City's request, FRSS shall furnish City a certificate of insurance, which shall indicate the nature of the insurance carried and the amount of coverage.

b. FRSS agrees to release, defend, protect, indemnify and hold harmless City from and against all damages, losses, claims, costs, reasonable attorney fees, or other expenses ("Damages") arising from or related to the performance of the Services to the extent such liability is caused by the negligent act, error, or omission of FRSS. Nothing in this paragraph shall make FRSS liable for any Damages to the extent caused by the City.

c. City agrees to release, defend, protect, indemnify and hold harmless FRSS from and against all damages, losses, claims, costs, reasonable attorney fees, or other expenses, to the extent such liability is caused by the negligent act, error, or omission of City. Nothing in this paragraph shall make City liable for any Damages to the extent caused by FRSS.

d. Under no circumstances shall either party be liable to the other for any special, consequential, indirect, incidental or punitive damages of any kind or character, including but not limited to loss of profits or business interruption.

SECTION IV – TERMS:

This Agreement shall commence on the date first written above and shall remain in effect until either party executes a cancellation of this Agreement as set forth in Section V below.

SECTION V – CANCELLATION AND TERMINATION:

Either party may cancel and terminate this Agreement without cause by giving sixty (60) days written notice to the other.

SECTION VI – AUTHORIZATION; COMPLIANCE WITH LAWS:

a. City represents and warrants that it has full power and authority to execute and deliver this Agreement and to perform City’s obligations hereunder. The execution, delivery and performance of this Agreement by City have been duly authorized by all necessary City action, and no further action is necessary on the part of City for City to execute and deliver this Agreement and to consummate and perform its obligations hereunder. This Agreement has been duly executed and delivered on behalf of City and constitutes the legal, valid and binding obligation of City, enforceable against City in accordance with its terms. The execution and delivery of this Agreement by City does not conflict with or violate any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to City.

b. FRSS shall comply with all applicable federal and state laws and regulations, including such laws and regulations regarding the confidential and secure treatment of individually identifiable health information. No “protected health information” or “individually identifiable health information” as contemplated by the Health Insurance Portability and Accountability Act (HIPAA) shall be exchanged by the parties whatsoever.

SECTION VII – INDEPENDENT CONTRACTOR STATUS:

The relationship between City and FRSS created by this Agreement is that of an independent contractor. FRSS will be acting in the capacity of an independent contractor, and its employees, consultants and/or subcontractors are not and will not be deemed to be employees of the City and the parties shall conduct themselves so as to maintain this independent contractor status. Nothing herein will be construed to constitute an association, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

SECTION VIII – ANNUAL ACTIVITY REPORT:

FRSS will provide the BFD with a year-end written report summarizing the Services provided during the preceding fiscal year. This report will include the hours dedicated to providing Services and number of BFD employees utilizing Services.

SECTION IX – MISCELLANEOUS:

a. This Agreement has been made and executed in and shall be construed and enforced according to the laws of the State of Oklahoma, without regard to choice of law or conflict of law principles.

b. Neither party shall assign this Agreement without the prior written consent of the other party, provided that nothing contained in this paragraph shall prevent FRSS from employing such independent consultants, associates and subcontractors as FRSS may deem appropriate to assist FRSS in the performance of the services hereunder.

c. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements and understandings, written or oral, to the extent they relate in any way to the subject matter hereof.

d. This Agreement is between City and FRSS and creates no right in or duties to any other person or entity. No person or entity is or shall be deemed a third party beneficiary of this Agreement.

e. This Agreement may be amended only by a written instrument signed by both parties.

f. Any notices required or permitted to be given hereunder shall be in writing and are deemed to be effective (1) when personally delivered, or (2) on the third day after being mailed by registered or certified mail, return receipt requested and postage prepaid and addressed as follows:

To FRSS: First Responder Support Services, PLLC
1612 S. Harvard Ave.
Tulsa, OK 74112
Attn: Dana L. Mugavero

To CITY: City of Bartlesville
401 S. Johnstone Ave.
Bartlesville, OK 74003
Attn: _____

Either party may, at any time, designate any other address by giving written notice to the other party.

g. Any and all disputes and claims that arise as a result of this Agreement the resolution of which are not otherwise provided for herein shall be settled by the parties first through negotiation, then through mediation and if necessary finally by binding arbitration in accordance with the rules of the American Arbitration Association. The ruling of the arbitrator(s) will be final and binding on both parties. Each Party hereby agrees that any and all such dispute resolution will take place in Tulsa, Oklahoma. Each party shall each be responsible for its own costs and expenses incurred in connection with the resolution of such dispute, including without limitation any fees and expenses of its counsel and each shall bear 50 percent of the cost of any mediator or arbitrator.

h. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth above.

“CITY”

City of Bartlesville

By: _____
Dale Copeland
Mayor

By: _____
Jason Muninger
City Clerk

“FRSS”

First Responder Support Services, PLLC

By: 
Dana L. Mugavero
Managing Member



Information Technology

MEMORANDUM

TO: Mike Bailey, City Manager
FROM: Matt McCollough, Information Technology Supervisor
SUBJECT: Approval of Service agreement with Cable One Business

GENERAL INFORMATION:

Cable One Business (Internet Service) is the secondary internet provider for the City of Bartlesville, the current internet bandwidth is not an optimum level. The current internet plan includes 50 mbps download and 5 mbps upload speeds. In the event of an internet outage of the current provider, the plan in effect would not provide sufficient internet service speeds. Upgrading the agreement to the new D3 office plan, as shown below, would provide for the increased speed of 100mbps (from 50) download and 10mbps (from 5) upload speeds.

Current Agreement

Suite 50
50 mbps download
5 mbps upload
Monthly Charge \$93.49

New 3 year Agreement

D3 Office
100 mbps download
10 mbps upload
Monthly Charge \$145.81

RECOMMENDATION:

City staff has been satisfied with the current service provided by Cable One. With the upgraded agreement in place, staff believes speed levels would be the minimum needed to meet the needs required. City staff recommends upgrading to the new 3 year agreement (D3 office) with Cable One.



Business Services Agreement

Date: 08/27/2018

Cable One Business Account Rep:	Michelle Valenzuela	Cable One System Address:
Phone Number:	602-364-6068	210 E Earll Drive
Fax Number:	888-507-0096	Phoenix, AZ 85012

Customer Information:		Authorized Customer Representative	
Company Name:	Tech Service - City of Bartlesville	Full Name:	Matt McCollough
Street Address:	401 S Johnstone Ave	Billing Telephone:	(918) 338-4272
City/State/ZIP:	Bartlesville, OK 74003	Fax:	
Billing Address:	401 S JOHNSTONE AVE	Contact Number:	(918) 338-4156
City/State/ZIP:	BARTLESVILLE, OK 74003	Email Address:	mtmccoll@cityofbartlesville.org
Cable One Account #:	115465767		

Taxes and Fees Not Included	
Service Description	Quantity
D3 Office (100Mbps x 10Mbps)	1
5 Static IPs	1
Installation	1
Installation Charge (may include construction):	\$0.00
Term:	3 Year
Total:	\$145.81

Equipment Charges			
Description	Quantity	Unit Price	Total Fee
D3 Modem Rental	1	\$8.99	\$8.99
Devices		Qty	Monthly Fee
Subtotal:			

Special Conditions

Agreement
 THE SERVICE CHARGES AND FEES TOTAL \$145.81 PER MONTH FOR THE DURATION OF THE INITIAL TERM AND MAY BE REVISED AFTERWARD. THOUGH VIDEO SERVICE FEES MAY BE INCREASED, HSD AND PHONE SERVICE FEES WILL NOT BE INCREASED DURING THE TERM. SEPARATELY, THE EQUIPMENT FEES MAY BE REVISED. THE SERVICE TERM SHALL BE DEEMED TO BEGIN UPON INSTALLATION AND TERMINATE AT THE COMPLETION OF THE TERM NOTED ABOVE.

By signing below, I acknowledge that I have read, understand, and agree to be bound by and comply with the above service information and charges, and the attached terms and conditions and service-specific agreements. I warrant that I am the Customer or have the authority to represent and bind the Customer. If I provide an email address, a copy of this document and the relevant service-specific agreements will be emailed to me for my records. I understand that I have the right to receive paper copies of this and any other agreements applicable to the Service(s) I have ordered by calling my local Cable One office, and I consent to the use of electronic documents and signature. I acknowledge that I may cancel this agreement without an early termination penalty within thirty (30) days.

Customer Authorized Signature	
Print	
Date	

TERMS AND CONDITIONS

The following terms and conditions regarding the provision of service are derived from the complete agreements which govern your relationship with Cable One and are provided solely for your convenience. The terms of the agreements for Internet service and Phone service are not identical and differ in significant ways. An understanding of the rights and obligations of the parties can only be achieved through a full review of the agreements that apply to the Service(s) for which you are contracting. The following is designed to give you a brief and necessarily incomplete overview of some of the terms which in Cable One's judgment are critical elements of which each customer should be fully aware. Except where it is clear that one agreement or the other is being exclusively addressed, the following terms are those in common with both agreements.

Rights and Obligations. The parties' rights and obligations will be defined by the agreements. Representations of terms and conditions by any other source including employees and agents of Cable One shall not be binding on Cable One. In the event that Customer uses a purchase order form to order Service(s), Customer acknowledges that to the extent that the terms of the purchase order are inconsistent with the terms and conditions of the agreements, the terms of the agreements will prevail.

Availability. The Service(s) may not be available in all locations due to engineering issues and regulatory and technical restrictions. In the event Cable One determines that Service is not available to Customer's location, this Agreement shall be void, and Customer shall be entitled to a refund of all prepaid charges in accordance with Cable One's refund policies. In addition, taxing and regulatory authorities may require differences in the way the Service(s) are offered in different locations.

Compliance with Law. Customer's use of the Service(s) shall comply with the terms of the agreements, Cable One's Acceptable Use Policy where relevant, and all applicable laws and regulations. Customer agrees not to resell or redistribute in any way the Service(s), or any portion thereof, or make any use of the Service(s) other than for Customer's legitimate business purposes, unless otherwise agreed in writing by Cable One.

In addition to the general requirement that use of the Internet service be in compliance with law and Cable One's policies, for additional guidance, the commercial Internet agreement provides a list of specific actions which are prohibited.

Cable One will monitor usage amounts, including unbilled usage, to detect fraudulent activity. If usage rises significantly above Cable One's tolerance limits for Customer's type of business, Cable One will investigate and among other things may require Customer to prepay or sign up for direct pay.

Charges. Customer agrees to pay Cable One for its subscription to and use of the Service(s) and for any

applicable charges for installation, disconnection and reconnection, and all local, state and federal fees, taxes, administrative fees, surcharges and/or assessments imposed on the Service(s) either by government or Cable One. Any payment not made when due may be subject to a late charge, which charge and method of imposition shall comply with applicable law.

Questions regarding a bill must be provided to Cable One within sixty (60) days of receipt of the billing statement in question. Failure to timely notify Cable One of a dispute shall constitute acceptance of the bill. Undisputed portions of the billing statement must be paid before the next billing statement is issued to avoid an administrative fee for late payment. All payments for services must be made directly by Customer to Cable One.

Installation and Maintenance of Equipment. Customer, at no cost to Cable One, shall secure throughout the term of service from building owners, managers, government authorities or any other parties any agreements necessary to allow Cable One to install, deliver, operate and maintain the Cable One-owned equipment and Service(s). Cable One-owned equipment provided to Customer hereunder shall be maintained by Cable One in good operating condition. Such maintenance obligation is contingent upon Customer notifying Cable One, **in a timely manner**, when repair or maintenance is necessary. Cable One will have no obligation to install, support, maintain, repair or replace any equipment that is not Cable One Equipment. Cable One shall retain ownership of all Cable One equipment provided hereunder. Customer shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose or encumber any Cable One-owned equipment provided to Customer, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment.

Emergency 9-1-1 Services. Customer expressly acknowledges that the Phone Service has a limited power source and that, under certain circumstances, including if the electrical power and/or Cable One's cable network or facilities are not operating, the Phone Service, including the ability to access emergency 9-1-1 services, will not be available. Customer expressly acknowledges that the address associated with Customer's Phone Service is the location where service will be provided and will be designated as the Registered Location for the Phone Service and for 9-1-1 locating purposes. Any transfer of Phone Service to a new location is prohibited without Cable One authorization and may result in the inability of the 9-1-1 service to locate Customer in an emergency.

Copyrighted Materials and the Digital Millennium Copyright Act. Customer shall hold Cable One harmless for any improper use of copyrighted materials accessed through Cable One's Internet Service. Cable One bears no responsibility for, and Customer agrees to assume all risks regarding, the alteration, falsification, misrepresentation, reproduction, or distribution of copyrighted materials without the proper permission of the

copyright owner. If Cable One receives notice under the Digital Millennium Copyright Act, 17 U.S.C. § 512, that Customer has allegedly infringed the intellectual property rights of a third party, under the Act Cable One will have the right to take down or disable access to the allegedly infringing material. In appropriate circumstances, Cable One will terminate the accounts of a Customer who repeatedly infringes the intellectual property rights of third parties. Cable One also will take such other action as appropriate under the circumstances to preserve its rights. Similar action will be taken on Customer's behalf if Customer believes that another Cable One customer has violated its copyrights.

CHANNEL, SERVICE, PRICE, AND OTHER CHANGES

Subject to applicable law, Cable One has the right to change at any time our channels, programming, services, and equipment, with or without notice and with or without adjustments or refunds to prices or charges. Such changes may include, but are not limited to, rearranging, deleting, adding to, or otherwise changing programming, features, offerings, content, functionality, hours of availability, customer equipment requirements, speed, and upstream and downstream rate limitations. We may also change our policies, prices, and charges with or without notice. Any notice may be provided through your monthly bill, annual notice, newspaper ad, our website, or email or other communication. Continuing to receive services after the change constitutes acceptance of the change. NOTE: Cable One video services are not included in our term length discounts. As market conditions change, Cable One reserves the right to adjust package prices.

Music Performance Rights. Commercial cable TV subscribers should be aware that they may be subject to music performance license fees imposed by BMI, ASCAP and/or SESAC. Cable One is not responsible for a subscriber's liability for such fees and it is suggested that subscribers seek the advice of counsel.

Limitation of Liability. CABLE ONE SHALL NOT BE LIABLE TO CUSTOMER FOR ANY DIRECT, INDIRECT,

INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF CABLE ONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING DIRECTLY OR INDIRECTLY FROM ANY MATTER RELATING TO CABLE ONE'S EQUIPMENT, SERVICE OR INABILITY TO ACCESS SERVICE.

Termination. Either party may terminate the agreement(s) if the other party fails to perform any of its obligations, does not cure such breach within thirty (30) days after written notice, or if the other party becomes insolvent or bankrupt. In addition, upon Customer's breach or unauthorized early termination, Cable One may apply an early termination fee that will differ depending upon the affected service.

Privacy. Personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in the Privacy Notice located in the Legal Section of Cable One's website at www.cableone.net.

Based on its provision of Phone services, Cable One develops information about the quantity, technical configuration, type, destination, amount of Phone Services Customer uses, and other information found on Customer's bill, all of which are summarily identified as Customer Proprietary Network Information ("CPNI"). Under federal law, Customer has a right, and Cable One has a duty, to protect the confidentiality of CPNI. We will not use CPNI to market telecommunications services to you that are outside of the type of service to which you currently subscribe without your prior consent, and we do not share CPNI with affiliates or third parties for their use in marketing their services to you. If we plan to market telecommunications services outside of the type of services to which you already subscribe, we will notify you at that time and provide you with the opportunity to opt-out of the use of your CPNI for such campaign.

Name: _____

Company: Tech Service - City of Bartleville

Date: _____



CABLE ONE BUSINESS HIGH SPEED INTERNET SERVICE AGREEMENT

THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DATA SERVICES

During the term of this Agreement, Cable One shall provide the high speed Internet service ("Data Service") indicated by Subscriber on the work order to the locations set forth in Appendix A (Premises) and fully described therein.

SECTION 2: ENGINEERING REVIEW

Activation of Data Service is subject to Cable One's engineering review for distribution availability by existing cable plant as well as review of other external factors and may require additional fees. In the event Cable One determines that Data Service is not available to the Premises of Subscriber, this Agreement shall be void, and Subscriber shall be entitled to a refund of all prepaid charges in accordance with Cable One's refund policies.

SECTION 3: INSTALLATION & MAINTENANCE OF CABLE ONE EQUIPMENT

Subscriber hereby grants to Cable One (subject to any necessary governmental or third party approvals) the right to install all necessary equipment for receiving Data Service. Subscriber, at no cost to Cable One, shall secure throughout the term of service from building owners, managers, government authorities or any other parties any easements, leases, licenses, right of entry agreements or any other agreements necessary to allow Cable One to use existing pathways into and in each Building. Cable One-owned equipment provided to Subscriber hereunder shall be maintained by Cable One in good operating condition. Such maintenance obligation is contingent upon Subscriber notifying Cable One, **in a timely manner**, when repair or maintenance is necessary. Except for Cable One's maintenance obligations as set forth herein, Subscriber shall indemnify Cable One and hold it harmless from and against any and all losses, claims and expenses relating to the equipment provided hereunder to Subscriber, including without limitation, losses caused by accident, fire, theft or misuse of equipment. Subscriber shall provide Cable One with reasonable access to the Premises during normal hours for purposes of performing required maintenance. Cable One shall retain ownership of all equipment provided hereunder, including all data transmission equipment, drop and fiber optic material required to provide Service to the business. Subscriber shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose or encumber any Cable One-owned equipment provided to Subscriber, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment. Subscriber also shall not relocate Cable One-owned equipment within its Premises. In addition, if Subscriber decides to move Premises, Subscriber shall notify Cable One of its move. Cable One will relocate the Cable One-owned equipment for Subscriber within Subscriber's Premises or, in accordance with Section 4, to another Premises; Subscriber acknowledges that it may incur additional charges for such relocation. Subscriber shall, upon the expiration or earlier termination of this Agreement, promptly return to Cable One all of such equipment in good condition (or pay the full replacement value therefore). If services are no longer provided to the Subscriber's Premises, Subscriber shall provide Cable One with reasonable access to such Premises for purpose of removing any Cable One-owned equipment. Cable One shall have no obligation to install, operate or maintain subscriber provided facilities or equipment.

SECTION 4: USE OF DATA SERVICE AND EQUIPMENT

Subscriber's use of the Data Service and equipment is subject to adherence to all relevant laws and Cable One's acceptable use policy where applicable. Subscriber shall not use the Data Service or equipment to directly or indirectly:

- (a) invade another person's privacy, unlawfully use, possess, post, transmit or disseminate obscene, profane or pornographic material; post, transmit, distribute or disseminate content that is unlawful, threatening, abusive, libelous, slanderous, defamatory, materially false, inaccurate or misleading or otherwise offensive or objectionable; unlawfully promote or incite hatred; or post, transmit or disseminate objectionable information, including, without limitation, any information constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any municipal, provincial, federal or international law, order, rule, regulation for policy or any network accessed using the Service;

- (b) access any computer, software, data, or any confidential, copyright protected or patent protected material of any other person or entity, without the knowledge and consent of such person or entity, nor use any tools designed to facilitate such access;
- (c) collect a listing or directory of Cable One subscribers, or if any such directory is made available, use, copy or provide to any person or entity (whether or not for a fee) such directory or any portion thereof;
- (d) upload, post, publish, deface, modify, transmit, reproduce, or distribute in any way, information, software or other material obtained through Cable One that is protected by copyright, or other proprietary right, or related derivative works, without obtaining permission of the copyright owner or right holder; or otherwise violate the rights of any person or entity, including the misuse, misappropriation or other violation of any intellectual property of any person or entity;
- (e) alter, modify or tamper with the equipment or any feature of the Data Service, including, without limitation, attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, sublicense, distribute or use the equipment for any purpose other than as expressly permitted;
- (f) restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Data Service or the Internet generally or create an unusually large burden on Cable One's network, including, without limitation: posting or transmitting any information or software that contains a virus, lock, key, bomb, worm, Trojan horse or other harmful or debilitating feature, distributing mass or unsolicited messages, chain letters, surveys, third party advertising or promotional materials, commercial solicitations (*i.e.*, spam) or mass chat room or bulletin board posts, or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information;
- (g) interfere with computer networking, cable or telecommunications services to or from any Internet user, host or network, including but not limited to denial of service attacks, overloading a service, improper seizure and abuse of operator privileges ("hacking") or attempting to "crash" a host; or
- (h) falsely assume the identity of any other individual or entity, including, without limitation an employee or agent of Cable One, for any purpose, including, without limitation, accessing or attempting to access any account for which Subscriber is not an authorized user.
- (i) resell or share any portion of this Data Service to a third party.

In addition to our termination rights set out elsewhere in this Agreement and otherwise available at law, Cable One may suspend service or terminate this Agreement if Subscriber engages in one or more of the above prohibited activities. Additionally, Cable One reserves the right to charge Subscriber for any direct or indirect costs incurred by Cable One or its affiliates in connection with Subscriber's breach of any provision of this Agreement, including costs incurred to enforce Subscriber's compliance with it.

SECTION 5: MANAGED WIFI

Managed Wi-Fi provides the Subscriber with the ability to extend and change coverage of Subscriber's property through multiple or more Wi-Fi access points and exert substantial control over the managed Wi-Fi service including configurations through a mobile Android or IOS app. Primarily designed for small to medium businesses, the managed Wi-Fi service is intended to enable complete property coverage. A Subscriber to Managed Wi-Fi may request a further extension of Wi-Fi coverage throughout Subscriber's property at additional cost. Cable One will manage the extenders for the Subscriber. Subscriber acknowledges that while Cable One has taken reasonable steps to secure the wireless service, with among other features, built-in malware scanning and blocking, Cable One cannot guarantee that third parties will never hack or otherwise gain access to Subscriber's Wi-Fi transmissions and you agree that Cable One will not be liable for among other things, any interception or transmissions, computer viruses, loss of data, file corruption or damage to Subscriber's computer(s) or network.

SECTION 6: MANAGED WIFI SUBSCRIBER RESPONSIBILITIES

Notwithstanding the more specific Subscriber responsibilities, Subscriber may not use the Wi-Fi service for any unlawful purpose or to disseminate any information that is harassing, threatening or that constitutes Spam. Subscriber also agrees that as the account holder, Subscriber is responsible for the use of the Wi-Fi service by its guests or any parties that, with or without permission, use the Subscriber's account to access the Wi-Fi service.

SECTION 7: CONTENT ACCESSED AND PURCHASES MADE THROUGH CABLE ONE

Subscriber acknowledges and agrees that there is some content accessible through the Data Service and the Internet that may be offensive, or that may not be in compliance with applicable law. For example, it is possible to obtain access to content that is pornographic, obscene, or otherwise inappropriate or offensive, particularly for children. Cable One does not assume any responsibility for or exercise any control over the content accessible through the Data Service.

Subscriber accesses and uses all content obtained through the Data Service at Subscriber's own risk, and Cable One will not be liable for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to Subscriber's access to or use of such content. In addition, Cable One shall not be responsible for any of Subscriber's purchases or charges on the Internet.

SECTION 8: COPYRIGHTED MATERIALS

Subscriber shall hold Cable One harmless for any improper use of copyrighted materials accessed through Cable One's Data Service. Cable One bears no responsibility for, and Subscriber agrees to assume all risks regarding, the alteration, falsification, misrepresentation, reproduction, or distribution of copyrighted materials without the proper permission of the copyright owner. If Cable One receives notice under the Digital Millennium Copyright Act, 17 U.S.C. § 512, that Subscriber has allegedly infringed the intellectual property rights of a third party, under the Act Cable One will have the right to take down or disable access to the allegedly infringing material. In appropriate circumstances, Cable One will terminate the accounts of subscribers who repeatedly infringe the intellectual property rights of third parties. Cable One also will take such other action as appropriate under the circumstances to preserve its rights.

SECTION 9: SUBSCRIBER'S RESPONSIBILITY FOR SECURITY

Cable One uses resources that are shared with many other subscribers. Moreover, Cable One provides access to the Internet, a public network, which is used by millions of other users. Information (personal and otherwise) transmitted over such public network necessarily may be subject to interception, eavesdropping or misappropriation by unauthorized parties. Subscriber shall be solely responsible for taking the necessary precautions to protect itself and its equipment, files and data against any risks inherent in the use of this shared resource. While Cable One also permits Subscriber to change its SSID and password for its wireless service and also to engage in port forwarding, Subscriber acknowledges that such manipulation injects an additional possibility of outside party intrusion and Subscriber undertakes such action at its own risk and will hold Cable One harmless from any problems, costs, expenses and damages that result. Cable One will not be liable for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to Subscriber's failure to take appropriate security measures.

SECTION 10: RIGHT TO MONITOR AND DISCLOSE CONTENT

Cable One has no obligation to monitor content provided through the Data Service. However, Subscriber agrees that Cable One has the right to monitor content electronically from time to time and to disclose any information as necessary to: (a) conform to the edicts of the law or comply with legal process served on Cable One, (b) protect and defend the rights or property of Cable One, its Data Service or the users of the Data Service, whether or not required to do so by law, or (c) protect the personal safety of users of Cable One's Data Service or the public. We reserve the right to either refuse to post or to remove any information or materials, in whole or in part, that we decide are unacceptable, undesirable, or in violation of this Agreement.

SECTION 11: SUBSCRIBER PASSWORDS

Subscriber is responsible for all use of Subscriber's account(s) and for maintaining the confidentiality of passwords. Subscriber shall immediately notify Cable One about: (i) any loss or theft of Subscriber's password, or (ii) any unauthorized use of Subscriber's password or of the Service. If any unauthorized person obtains access to the Service as a result of any act or omission by Subscriber, Subscriber shall use best efforts to ascertain the source and manner of the unauthorized acquisition. Subscriber shall additionally cooperate and assist in any investigation relating to any such unauthorized access.

SECTION 12: SUBSCRIBER PRIVACY

Cable One is committed to protecting the privacy of Subscriber's personal information. Cable One's privacy policy regarding the collection, use and disclosure of personal information is posted on Cable One's website (www.cableone.net). Subscriber acknowledges that he or she has read and accepted the terms and conditions of such statement.

SECTION 13: ASSIGNMENT

Subscriber shall not assign its rights or delegate its duties under this Agreement without the prior written consent of Cable One, which consent shall not be unreasonably withheld. Any assignment of this Agreement by Subscriber without

Cable One's written consent shall be void and shall, at the Cable One's option, constitute a breach hereof by Subscriber. In the event Subscriber is a business entity and ceases to do business at the Premises, Subscriber shall return to Cable One all Cable One-owned equipment installed at the Premises; such cessation shall not, however, reduce Subscriber's payment obligations hereunder unless Cable One otherwise agrees in writing. This Agreement shall be fully assignable by Cable One. Subject to the foregoing, this Agreement shall be binding upon and shall insure to benefit of the parties and their respective successors, representatives and assigns.

SECTION 14: TERMINATION BY CABLE ONE

If Subscriber fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Cable One, or if Subscriber becomes insolvent or bankrupt, Cable One, in addition to all other rights it may have under law or its Agreement, shall have the right (i) to declare all amounts to be paid by Subscriber during the remaining term hereof immediately due and payable, (ii) to cease providing services to Subscriber, and (iii) immediately to enter the Premises and take possession of all Cable One-owned equipment without liability to Subscriber therefore and without relieving Subscriber of its obligations under this Agreement. Subscriber shall reimburse Cable One for all costs and expenses, including reasonable attorney's fees and court costs, incurred in connection with Cable One's exercise of its rights under this Agreement.

Cable One may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. In the event Cable One is declared to be a common carrier by a law, rule, regulation, or judgment of any court or government agency, Cable One may terminate this Agreement.

SECTION 15: TERMINATION BY SUBSCRIBER

If Cable One fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Subscriber, or if Cable One becomes insolvent or bankrupt, Subscriber, in addition to all other rights it may have under law or its Agreement, shall have the right to terminate this Agreement without penalty and will only be responsible for any fees it incurs prior to cessation of service. If Subscriber exercises its termination right, Cable One shall remove all Cable One-owned equipment without cost or fee to Subscriber.

Should Subscriber engage in early termination of the Agreement but without the justification of a Cable One breach, Subscriber will be required to pay an early termination penalty consisting of 60% of the monthly fees for the remaining period of the term.

SECTION 16: DATA SERVICE AND EQUIPMENT ARE PROVIDED "AS IS"

- (a) CABLE ONE'S DATA SERVICE AND EQUIPMENT ARE PROVIDED "AS IS", "AS AVAILABLE" WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. CABLE ONE DOES NOT WARRANT THAT SUBSCRIBER'S USE OF THE DATA SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, BUG-FREE OR VIRUS-FREE. IN ADDITION, CABLE ONE DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO SUBSCRIBER WILL BE TRANSMITTED IN A SECURE OR UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. IN THE EVENT THAT SUBSCRIBER'S BUSINESS REQUIRES CONTINUOUS AND UNINTERRUPTED SERVICE, SUBSCRIBER MAY WISH TO OBTAIN A SECONDARY SERVICE FROM AN ALTERNATE PROVIDER. ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED ARE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, HEREBY EXCLUDED.
- (b) CABLE *ONE'S* LIABILITY FOR MISTAKES, ERRORS, OMISSIONS, INTERRUPTIONS, DELAYS, OUTAGES, OR DEFECTS IN TRANSMISSION OR SWITCHING OF ANY SERVICE (INDIVIDUALLY OR COLLECTIVELY), EXCLUDING ANY INSTANCE CAUSED BY FORCE MAJEURE EVENTS OR SUBSCRIBER ACTIONS, OMISSION OR EQUIPMENT, SHALL BE LIMITED SOLELY TO A CREDIT OF 1/30TH OF THE MONTHLY RECURRING CHARGE, FOR THE AFFECTED PORTION OF THE SERVICE, FOR ONE OR MORE INSTANCES OF AT LEAST FOUR (4) HOURS IN DURATION IN ANY 24-HOUR PERIOD THAT IS NOT COINCIDENT WITH ANY OTHER INSTANCE, PROVIDED THAT THE INSTANCE IS REPORTED BY SUBSCRIBER WITHIN 24 HOURS.

SECTION 17: LIMITATION OF LIABILITY

UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, CABLE ONE SHALL NOT BE LIABLE TO SUBSCRIBER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY

DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF CABLE ONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING DIRECTLY OR INDIRECTLY FROM: (A) THE USE OR THE INABILITY TO USE THE DATA SERVICE; (B) UNAUTHORIZED ACCESS TO OR ALTERATION OF SUBSCRIBER'S TRANSMISSIONS OR DATA; (C) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE DATA SERVICE; OR (D) ANY OTHER MATTER RELATING TO CABLE ONE'S DATA SERVICE OR EQUIPMENT. THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

SECTION 18: INDEMNIFICATION

Subscriber shall indemnify, defend, and hold Cable One, its subsidiaries, members, affiliates, officers, directors, employees, and agents harmless from any claim, demand, liability, expense, or damage, including costs and reasonable attorneys' fees, asserted by any third party relating to or arising out of Subscriber's use of or conduct on the Cable One Data Service. Cable One will notify Subscriber within a reasonable period of time about any claim for which Cable One seeks indemnification and will afford Subscriber the opportunity to participate in the defense of such claim, provided that Subscriber's participation will not be conducted in a manner prejudicial to Cable One's interests, as reasonably determined by Cable One. This Section shall survive termination of this Agreement.

SECTION 19: NONDISCLOSURE

- (a) **Unless prior written consent is obtained from a Party hereto, the other Party will keep in strictest confidence all information identified by the first Party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures programs, or codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A Party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing Party, is independently developed by the other Party, if the disclosing party gives its express, prior written consent to the public disclosure of the information, or if the disclosure is required by any law or governmental or quasi-governmental rule or regulation.**
- (b) If either Party is compelled to disclose confidential information through lawful process in judicial or administrative proceedings, such Party will give the other Party the opportunity, in advance of such disclosure, to seek suitable protective arrangements and will fully cooperate with the other Party in that regard before the confidential information is disclosed.
- (c) **Each Party agrees that violation of this section 17 would result in irreparable injury and the injured Party shall be entitled to seek equitable relief, including injunctive relief and specific performance in the event of any breach hereof.**

SECTION 20: MISCELLANEOUS:

- a. This Agreement is governed by the laws of the State of Arizona. Subscriber hereby consents to the exclusive jurisdiction and venue of courts in Maricopa County, AZ in all disputes arising out of or relating to this Agreement and/or use of the Data Service and/or Cable One-owned equipment.
- b. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, conversations, representations, promises of warranties (express or implied) whether verbal or written. No modification of this Agreement shall be valid unless made in writing and signed by both parties.
- c. The waiver of a breach of any provision of this Agreement shall not be construed as waiver of any subsequent breach of the same or a different provision of this Agreement.
- d. If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then, and in the event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

As indicated by the signature below, party agrees to and accept the terms of this Agreement as of the day and year stated above.

<u>SUBSCRIBER:</u>
By:
Printed Name:
Title:
Address:
Phone: (918) 338-4272

TO: Mike Bailey, City Manager
FROM: Micah Siemers, P.E. Director of Engineering
DATE: August 28, 2018
SUBJECT: Approval of a professional services contract with Planning Design Group (PDG) for engineering services associated with the Price Fields Renovation Phase III project

One of the priority projects included in the 2018 General Obligation Bond election was the design and construction of the third phase of renovations at the Price Fields baseball and softball complex. The project includes constructing four 300' baseball fields in the center of the complex, additional parking, two concessions/restroom facilities, storage buildings, and other site amenities. The engineering design was factored into the budgetary figures for the project. Funding for the entire project was approved as part of the 2018A issuance of bonds.

Community Development and Engineering staff sent out requests for qualifications for the design of this project on June 12, 2018. Based on the resulting qualifications packages, staff chose to pursue a contract with a team put together by Planning Design Group out of Tulsa. PDG is a licensed landscape architectural and planning firm headquartered in Tulsa, Oklahoma with extensive experience in public and private sector design including numerous sports complexes and athletic facilities. Their team includes GH2 Architects, LLC for the architectural components of storage buildings and concessions/restroom facilities and CEC Corporation for Civil design needs. Based on their portfolio of sports complex and athletic field projects, staff believes the PDG team is a good fit for the project. Staff has negotiated a contract with PDG for design services. The proposed fee for the scope of services is \$228,400 which includes a geotechnical investigation, site survey, design/construction documents, and assistance with bidding the project. The overall budget for the Price Fields Phase III project is \$3,600,000. The proposed design services are 6.3% of the total budget which is typical for what we have experienced on past large projects.

Staff recommends approval of the design services contract.

Please schedule this item on the consent docket for City Council consideration at its September 4th meeting.

CONTRACT FOR DESIGN SERVICES

This Contract for Design services for the development and construction of PRICE FIELDS PHASE III ("Contract") is entered into this _____ day of _____, 2018, by and between the City of Bartlesville, a municipal corporation ("City"), and its successors in interest, and PDG, LLC. d.b.a. Planning Design Group ("Design Consultant").

WITNESSETH:

**DEVELOPMENT AND CONSTRUCTION OF PRICE FIELDS PHASE III
ESTIMATED CONSTRUCTION COST - \$3,241,600**

WHEREAS, the City intends to engage the services of the Design Consultant to construct Price Fields Phase III in the City of Bartlesville and

WHEREAS, the Design Consultant will provide professional services for the project in accordance with this Contract, including the scope of work incorporated herein and as set forth in Exhibit A attached hereto; and

WHEREAS, the Design Consultant has been selected under the standards adopted procedures prescribed by The City of Bartlesville, and is made a part of this Contract by reference.

NOW, THEREFORE, in consideration of the mutual covenants contained hereinafter relating to the project, the parties agree to the following:

1. **Definitions.** All terms and phrases not expressly defined herein shall have their ordinary meanings, consistent with local and state law, except where the context clearly indicates a different meaning. For purposes of this Contract, the following terms and phrases shall have the meaning subscribed herein:

A. <i>Design Consultant services</i>	The performance of professional services such as consultations, investigations, reconnaissance, research, planning, design, preparation of construction drawings and specifications, in connection with the arranging of land and the elements thereon for public and private use and enjoyment, including layout for new baseball fields, parking lot, storage and concession/restroom builds and all support items associated with the project as detailed in Exhibit A and in accordance with accepted professional standards.
B. <i>contract documents</i>	Those documents required to construct, renovate and/or modernize the project, including but not limited to standard provisions, special provisions, drawings, plans and specifications.
C. <i>City</i>	The officer of the City in charge of engineering, construction and maintenance contracts on public rights-of-way, on public lands and capital improvement projects.
D. <i>estimated construction cost</i>	That amount which has been designated as the maximum amount for the construction cost of the project

2. **Basic Services.** The Design Consultant is hereby engaged and employed by the City to perform in accordance with good Landscape Architectural practices and in the best interest of the City all of the work as set out herein and including Exhibit A, which is attached hereto and incorporated as a part of this Contract, including but not limited to the following:

CONSTRUCTION DOCUMENT DEVELOPMENT, BIDDING, CONSTRUCTION
ADMINISTRATION

(1) Preliminary Plan Services - Task 1

(a) Prepare schematic design studies, including review and comment of the project and design development documents. The Design Consultant shall prepare schematic design studies consisting of drawings and other documents illustrating the scale and relationship of project components for approval by the City. The Design Consultant shall prepare from the approved schematic design studies the design development document/preliminary report consisting of drawings and other documents to fix and describe the size and character of the project as to structural, mechanical and electrical systems, preliminary site drawing, materials and such other essentials as may be appropriate. The preliminary site drawing shall include survey information and include a topographical survey of the site, layout of any existing proposed and/or recommended sanitary sewers, water lines, storm sewers, all other underground obstructions, street improvements, site drainage and detention studies as appropriate, any and/or all of which might affect the construction of this project. The design development document/preliminary report shall include, if applicable, a drainage study to determine one-hundred (100) year flood elevation; these computations shall be included in preliminary report.

(b) Prepare an approximate estimate of the construction costs of said improvements, extensions and repairs.

(c) Hold all necessary conferences with the City and all other interested parties.

(d) Prepare the design development document/preliminary report to the City covering the Design Consultant's preliminary surveys, studies, investigations and other items as specified in paragraph "Basic Services" A. (1), (2) and (3) and Exhibit A hereof. If applicable, the report shall include a drainage study with complete computations and calculations and shall cover the total construction work by phases or sections and shall recommend to the City the order of construction and completion of each phase of construction.

(e) Furnish the City three (3) copies of the 65% preliminary documents and a construction cost estimate for the improvements at no cost to the City. Incorporate all recommended changes from this review prior to submittal of the 90% final plans and specifications.

(f) Identify and prepare all requirements for geotechnical investigation, including but not limited to sampling, test boring, subsurface explorations, analysis and other investigations required for determining conditions and geotechnical recommendations for foundations and paving design. The geotechnical report and recommendations shall be paid to the design consultant as an additional service.

(g) Review and recommend approval of testing laboratory claim vouchers.

(2) Final Plan Services - Task 2

(a) Prepare final plans, bid documents, specifications and estimate of costs.

(b) Prepare legal descriptions if applicable for any necessary temporary and

permanent easements, prepare legal descriptions necessary for property to be acquired, provide right-of-way maps showing locations and dimensions of right-of-way to be acquired and assist the City when requested in negotiations with owners of property acquired for or affected by the improvements. This work shall be completed before preparation of final plans to insure all easements can be obtained prior to bidding.

(c) After approval of the design development document/preliminary report in whole or in part by the City, the Design Consultant shall proceed as directed in writing by the City to prepare detailed plans and specifications, using wherever applicable, City standards, details and specifications for such work. The Design Consultant shall complete said plans and specifications for submission to the City Council for its approval. All final as-built plans must be reproducible.

1. Scale for plan and profile sheets for preliminary and final plans shall be approved by the City prior to preparation of plans.
2. Aerial photographs will not be permitted for plan and profile sheets of the final construction plans.
3. The Design Consultant shall indicate on final plan all water lines, sanitary sewer lines, gas lines, oil lines, telephone conduits and all other underground obstructions which might affect the construction of the project

(d) Should it be necessary to extend or relocate public utilities, storm sewer, sanitary sewer, waterlines, or paving, the Design Consultant shall enlist the aid of a Registered Professional Engineer at the Design Consultants expense to prepare construction documents as may be required for these improvements and submit same to the City for approval. Detailed construction plans will be required on all storm sewer, sanitary sewer, waterlines, and paving construction and shall include the following:

1. Plan and profile of all proposed improvements. Indicate right-of-way and/or easement, state whether existing or to be acquired.
2. Include complete drainage map and calculations, detail of special structures, typical paving section, manhole detail, storm sewer inlet details, etc.
3. All such plans must be signed and sealed by a Professional Engineer registered in the State of Oklahoma.
4. The horizontal scale used on plan and profile sheets shall be determined by the City based on the work depicted.
5. Sheet size shall be 24" x 36".
6. All street returns shall have a minimum thirty (30) foot radii. Driveway returns shall have a minimum of twenty (20) foot radii.
7. On construction plans the streets should reflect the name, existing surface and existing and proposed right-of-way width.
8. All utility easements shall be identified.
9. All elevations shown on the plans shall be based on United States Geological Survey datum.

The Design Consultant shall assemble said plans and specifications for submission to the City Council for their approval. All original plans must be reproducible.

(e) Upon preliminary completion of final plans for formal submittal to the City, the Design Consultant will submit three (3) sets of final plans to the City.

(f) Furnish the City three (3) copies of all 90% final plans and specifications with updated cost estimate included (at this point bid alternates will be identified to be included in the final cost estimate) in the Basic Services Fee. Incorporate all recommended changes from this review prior to submittal of the 100% final plans and specifications.

Prepare and furnish the City all 100% final plans and specifications for bidding, all necessary forms for construction proposals and advertisements for bids, subject to approval of the City Council, employing wherever applicable, standard City forms, in completed form. The City will distribute bidding plan sets from their office.

(g) Identify and coordinate all requirements for geotechnical investigation, including but not limited to sampling, test boring, subsurface explorations, analysis and other investigations required for determining conditions and geotechnical recommendations for foundations and paving design. Identify and coordinate sampling and analysis of water and other substances as appropriate.

Confirm and/or supplement the geotechnical requirement described in Preliminary Report Services - Task 1 above.

The laboratories will be selected by the Design Consultant, and costs of sampling, analysis, borings, tests, or explorations and investigations will be paid by the Design Consultant as an additional service in this contract.

(h) Meet with the City or its representatives at any time requested for consultation or conference as directed in writing by the City.

(i) Final design shall include the establishment of permanent horizontal and vertical alignment control points throughout the entire project limits of all storm sewers, sanitary sewers, paving, water and/or appurtenances. The Design Consultant shall provide a permanent bench mark within two-hundred (200) feet of the beginning and ending of the proposed construction

(3) Bidding Services - Task 3

(a) Meet with the City or its representatives at any time requested for consultation or conference, as directed in writing by the City. In this connection, the Design Consultant shall hold at least one (1) pre-bid conference with prospective bidders.

(b) Answer all City and bidder's questions regarding the bidding of the project, and prepare and distribute upon approval by the City, all addendums for the project.

(c) Prior to bid opening, the Design Consultant shall submit a **sealed** construction cost estimate to the City derived from the Design Consultant's approved final plans and specifications.

(d) The City will receive the proposals (bids) and the Design Consultant will receive a copy of the proposals from the City. The Design Consultant will review and evaluate the proposals and will make recommendations to the City for an award. The Design Consultant shall assist, review and make recommendations to the City on all construction contract issues.

(e) If bids are received, all of which exceed the estimated construction cost, the Design Consultant shall revise its plans as directed by the City, pursuant to the paragraph number 21 "Estimated Cost for Construction" of this Contract.

(4) Construction Administration Services - Task 4 **NOT INCLUDED IN CONTRACT**

(a) The Design Consultant shall provide administration of the construction contract during construction and until final payment is made to the contractor. The City will provide on-site inspection on a day-to-day basis as well as all code inspections.

(b) Meet with the City or its representatives at any time requested for consultation or conference as directed in writing by the City.

(c) Assist in coordination of pre-work conferences for the contractor(s), the City and all other interested parties. The City will issue all work orders for the project.

(d) The base information provided by the city to the design consultant shall establish permanent horizontal and vertical alignment control points throughout the entire project limits from which the construction contractor shall set its control for construction. Provide a permanent benchmark within two-hundred (200) feet of the beginning and ending of the proposed construction. All surveys and control points shall be tied to the City's GIS control network and datum. Construction staking is to be performed by the construction contractor. The Design Consultant will periodically review the contractor's construction staking survey field notes and the actual staking to verify line and grade in accordance with the Contract Documents.

(e) Provide interpretation of the plans and specifications in accordance with the intent of the contract documents. Such interpretations shall be made upon request of the City and its representatives or the contractor, to safeguard the City against defects and deficiencies in the construction. When making such interpretations and decisions, the Design Consultant will endeavor to secure faithful performance by the contractor. The Design Consultant does not guarantee the performance of the contract by the contractor(s), nor is it responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and it shall not be responsible for a contractor's failure to carry out the work in accordance with the contract documents.

(f) Perform coordination of the work of inspection and laboratories selected by the City for the inspection and testing of construction materials. Receive reports and recommend approval or rejection of the materials based upon reports made by such laboratories or bureaus. The costs of all such tests and inspection by laboratories will be paid by the City.

(g) Review and recommend approval of testing laboratory claim vouchers.

(h) The Design Consultant shall visit the site with qualified Architectural, civil, structural, mechanical, electrical, etc., representatives at intervals appropriate to the stage of construction to become familiar with the progress and quality of the work. This will take place at a scheduled weekly on-site meeting with the City, contractor and the Design Consultant or his consultants. The Design Consultant or his consultants will also make periodic inspections at critical stages of construction that fall outside the standard inspections the city inspector would make. These would include specialty construction items. The Design Consultant will further determine, in general, if the work is being performed in a manner indicating that the work, when completed, shall be in accordance with the contract documents. However, the Design Consultant is not required to make exhaustive or continuous on-site inspections to check quality or quantity of the work. The Design Consultant will keep the City informed of progress of the work, and will endeavor to guard the City against defects and deficiencies of the work. The City will assign a city inspector to the project that will communicate with the Design Consultant as necessary in between scheduled weekly meetings. The City inspector will keep a daily log for work days and general progress of the project.

(i) Review all necessary information for monthly estimates of the quantity of work performed, and review the claim vouchers for payments to be made to the contractor(s) during the progress of the work and upon completion of any and all work and report the same to the City.

(j) Review the contractor's final request for payment and certify that, to the best of its knowledge and industry standards, the completed work conforms to plans and specifications.

(k) Prepare and keep a record of the meeting minutes for the weekly meeting including a summary of work performed by any contractor on this project for the previous work week and distribute to the City and all interested parties a weekly construction observation report. The report shall be distributed by the following weekly construction meeting.

(l) Except as otherwise provided in this contract, communications with the Design Consultant's consultants will be through the Landscape Architect. Communications with the contractor's subcontractors and material suppliers will be through the contractor. Communications with other City contractors will be through the City. The Landscape Architect shall be available at all times for the purpose of communication.

(m) The Design Consultant shall recommend rejection to the City and/or City Inspector of work that does not conform to the contract documents. At any time during construction, the Design Consultant may be given the authority to require additional inspection or testing of the work by the City.

(n) The Design Consultant shall review for conformance with contract documents, and approve or take other appropriate action upon the contractor's submittals, such as shop drawings, product data and samples. The Design Consultant's review of submittals will be promptly completed, but no longer than fourteen (14) calendar days from receipt of submittals. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the contractor as required by the contract documents. The Design Consultant's review of the contractor's submittals will not relieve the contractor of its contractual obligation to the City as required by the contract documents. The Design Consultant's review of the contractor's submittals will not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. The Design Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

(o) The Design Consultant shall reply to contractor's requests for information, prepare clarification drawings, prepare change orders, field orders, amendments, field changes and construction change directives. The Design Consultant may recommend minor changes in the work, not inconsistent with the intent of the contract documents. Such recommended changes shall be made by written order approved by the City and shall be binding upon the contractor.

(p) The Design Consultant shall conduct observations and inspections as required to determine the quality of work to be accepted and the date or dates of final completion and acceptance. The Design Consultant shall receive and forward to the City all written warranties and any related documents required by the contract documents and assembled by the contractor. The Design Consultant will recommend approval of the contractor's final certificate of payment upon completion of the work and compliance with the requirements of the contract documents.

(q) The Design Consultant will review reports furnished by the City's inspector to evaluate and determine compliance with the contract documents. Significant variations between reported conditions and the contract documents shall be verified by the Design Consultant and resolved with the contractor and the City. The Design Consultant's duty to review reports and initiate remedial action shall not extend to the contractor's construction means, methods, techniques, sequencing or procedures or for safety precautions and programs in connection with the work.

3. **No Extra Work.** No claims for extra work of any kind or nature or character shall be recognized by or be binding upon the City unless such work or service is first approved in writing by the City.
4. **Compensation.** The aggregate total compensation for all Design Consultant services under this Contract shall not exceed a total fee of \$217,000 for Basic Services as specifically set forth in Exhibit B, attached hereto and incorporated herein.
5. **Payments.**
 - A. Payment of claims for incremental work completed on each task may be submitted. Invoices for the amount and value of the work and services performed by the Design Consultant shall be submitted monthly to the City and shall meet the standards of quality as established under this Contract. The City agrees to pay the Design Consultant, as compensation for such Design Consultant services as listed herein. Professional consultants engaged for the normal structural, electrical or mechanical engineering services shall be billed to the City by the Design Consultant as part of the Design Consultant total compensation.
 - B. The Design Consultant shall present the invoice to the City for compensation and payment. The City will review the invoice and claim voucher for payment. Should the City question or request additional documentation or disapprove all or a portion of any invoice, the Design Consultant will be notified so that it may provide additional documentation sufficient to permit the invoice and claim to be paid, in whole or in part; provided, however, no invoices or claims shall be paid the aggregate of which are in excess of the "not to exceed" amounts or limitations established in Exhibit B.
 - C. Final payment shall not be deemed to waive any rights or obligations of the parties to this Contract.
6. **As-Built Drawings. NOT INCLUDED IN CONTRACT**

Upon termination or completion of this Contract, the Design Consultant shall, at its expense, correct the original drawings [show all as-built changes based on information from the construction contractor] in the actual construction included under this Contract and shall furnish the City, without expense, CD ROM or ZIP Discs in AutoCAD format and the corrected original with date of drawing on each sheet. All changes must be highlighted on the final drawings, showing any and all changes. All written comments or other markings on the drawings must be in black ink (red or other colors are not reproducible and will not be accepted).
7. **Indemnity.** To the fullest extent permitted by law, the Design Consultant agrees to release, defend, indemnify and save harmless the City and any participating public trust, their officers, agents and employees, from and against any and all loss of or damage to property, injuries to or death of any person or persons and/or all claims, damages, suits, costs, expenses, liability, actions or proceedings of any kind or nature whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from or arising out of the Design Consultant's negligent acts, operations, errors and/or omissions under or in connection with this Contract, or the Design Consultant's use and occupancy of any portion of the project site, including, without limitation, negligent acts, operations, errors and/or omissions of the Design Consultant's officers, employees, representatives, suppliers, invitees, contractors, subcontractors or agents. The Design Consultant shall promptly advise the City and any participating public trust, in writing, of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and the Design Consultant, at its expense, shall assume the defense of the City and any participating trust, with counsel satisfactory to the City and participating trust. This section shall survive the expiration of the

Contract. Provided, however, the Design Consultant need not release, defend, indemnify or save harmless the City and any participating public trust, or their officers, agents and employees, from damages or injuries resulting from the negligence of the City and any participating public trust, their officers, agents or employees. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under the provisions hereof.

8. **Insurance.** Required insurance shall be carried and maintained throughout the term of this Contract, and certificates of insurance shall contain a provision by the insurer(s) to the effect that the policy(s) may not be canceled, fail to be renewed, nor the limits decreased by endorsement without thirty (30) days prior written notice to the City and any participating public trust.

A. During the term of the Contract, the Design Consultant shall provide, pay for, and maintain with companies satisfactory to the City and any participating public trust, the types of insurance described herein. All insurance shall be from responsible insurance companies eligible to do business in the state of Oklahoma. All liability policies (except professional liability policies) shall provide that the City and any participating public trust are named additional insureds as to the operations of the Design Consultant under this Contract and shall also provide the following Severability of Interest Provision:

With respect to claims involving any insured hereunder, except with respect to limits of insurance, each such interest shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured.

Promptly after notice of award of this Contract, the insurance coverage and limits required must be evidenced by properly executed certificates of Insurance. The certificate must be signed by the authorized representative of the insurance company(s) shown in the certificate with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to the City and any participating public trust on a timely basis if requested by the City and any participating public trust. The required policies of insurance shall be performable in Bartlesville, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

No less than thirty (30) days prior written notice by registered or certified mail shall be given to the City and any participating public trust of any cancellation, intent not to renew, or reduction in the policies' coverage except in the application of the aggregate limits provisions. In the event of a reduction in any aggregate limit, the Design Consultant shall immediately notify the City and any participating public trust and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the City and any participating public trust requests a written statement from the insurance company(s) as to any impairments to the aggregate limit, the Design Consultant hereby agrees to promptly authorize and have delivered to the City and any participating public trust such statement. The Design Consultant authorizes the City and any participating public trust to confirm all information so furnished as to the Design Consultant's compliance with its bonds and insurance requirements with the Design Consultant's insurance agents, brokers, surety and insurance carriers. All insurance coverage of the Design Consultant shall be primary to any insurance or self-insurance program carried by the City and any participating public trust.

B. No work or occupancy of the premises shall commence at the site unless and until the required certificates of insurance are provided and in effect and the written notice to proceed is issued to the Design Consultant by the City and any participating public trust.

C. The insurance coverage and limits required of the Design Consultant under this Contract are designed to meet the minimum requirements of the City and any participating public trust. Such coverage and limits are not designed as a recommended insurance program for the

Design Consultant. The Design Consultant alone shall be responsible for the sufficiency of its own insurance program. Should the Design Consultant have any question concerning its exposures to loss under this Contract or the possible insurance coverage needed therefor, the Design Consultant should seek professional assistance.

- D. Any deductibles or self-insured retentions or any scheme other than a fully insured program of general liability, automobile liability and/or employer's liability must be declared by the Design Consultant for approval in advance by the City and any participating public trust. At the option of the City and any participating public trust: (1) the Design Consultant shall require the insurer

to reduce or eliminate such deductibles or self-insured retentions with respect to the City and any participating public trust; or (2) the Design Consultant shall procure a bond guaranteeing payment of the losses and related investigations, claim administration and defense expenses not otherwise covered by the Design Consultant's insurance because of deductibles or self-insurance retentions; or (3) the Design Consultant shall provide owner's protection liability coverage with the City and any participating trust as the named insureds, for the commercial general liability requirement, in a combined single-limit bodily injury and property damage amount of One Million Dollars (\$1,000,000.00)

- E. The Design Consultant shall provide the City the following insurance:

- (1) Worker's compensation and employer's liability. The Design Consultant shall maintain, during the term of the Contract, worker's compensation insurance as prescribed by the laws of the state of Oklahoma and employer's liability Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) each for all its employees employed at the site of the project, and in case any work is subcontracted, the Design Consultant shall require the subcontractor similarly to provide worker's compensation and employer's liability Insurance for all the subcontractor's employees, unless such employees are covered by the protection afforded by the Design Consultant. In the event any class of employees engaged in work performed under the Contract or at the site of the project is not protected under such insurance heretofore mentioned, the Design Consultant shall provide and shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected.
- (2) Commercial general liability insurance. The Design Consultant shall maintain during the term of the Contract sufficient commercial general liability Insurance to protect the Design Consultant and any additional insured(s) from claims for bodily injury, including death, as well as from claims from property damages or loss, which may arise from activities, omissions and operations under the Contract, whether such activities, omissions and operations be by the Design Consultant or by any subcontractor or by anyone directly or indirectly employed by or acting on behalf of or to the benefit of them. The amounts of such insurance shall be not less than the City's maximum liability under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, as amended from time to time and currently are:
 - a. Property damage liability in an amount not less than Twenty-Five Thousand Dollars (\$25,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.
 - b. All other liability in an amount not less than One Hundred Seventy-Five Thousand Dollars (\$125,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

- c. Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

Note: If commercial general liability coverage is written in a "claims-made" form, the Design Consultant shall also provide tail coverage that extends a minimum of one year from the expiration of this Contract.

- (3) Automobile liability insurance shall be maintained by the Design Consultant as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles, with limits of not less than:

Bodily injury liability	\$125,000.00	Limit each person
	\$1,000,000.00	Limit each accident

Property damage liability	\$25,000.00	Limit each accident
	or	

Bodily injury and property damage liability	\$1,000,000.00	Combined single limit each accident
---------------------------------------------	----------------	-------------------------------------

- (4) Valuable paper insurance in an amount not less than fifty percent (50%) of the Design Consultant's total fee to assure the restoration, in the event of their loss or destruction, of any field notes, drawings, documents, summaries, estimates, reports, specifications, data, as-built drawings, renderings, calculations, tracings, computer files, models or plans (hereinafter collectively referred to as "documents") obtained or prepared as a part of this Contract and the delivery of said documents to the City and any participating public trust upon the completion, expiration, cancellation or termination of this Contract. The City and any participating public trust is to be named as loss payee for its interest only.

- (5) Professional liability insurance. Before this Contract may become effective, the Design Consultant shall provide the City and any participating public trust with a certificate of insurance evidencing the Design Consultant's coverage under a Professional Liability Insurance Policy in an amount not less than \$1,000,000 aggregate annual limit of liability. Such insurance shall be maintained for a period of two (2) years after the completion of construction of this project.

Any lapse of insurance coverage is declared a breach of this Contract. The City and any participating public trust may, at its option, suspend this Contract until there is full compliance with this paragraph "Insurance" or terminate this Contract for nonperformance.

- 9. **Termination for Convenience.** The City may terminate this Contract, in whole or in part, for the City's convenience. The City may terminate by delivery of a notice to the Design Consultant, pursuant to paragraph "Notices" herein.

Upon receipt of the notice of termination, the Design Consultant shall (1) immediately discontinue all work and services affected (unless the notice directs otherwise), and (2), upon payment for work performed, deliver to the City all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated in performing this Contract, whether complete or incomplete unless the notice directs otherwise.

Upon termination for the convenience by the City, the City shall pay the Design Consultant for all work and services rendered, up to the time of the notice of termination, in accordance with the terms, limits and conditions of this Contract and as further limited by the not to exceed amounts set in this Contract.

The rights and remedies of the City provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

Termination herein shall not terminate or suspend any of the required provisions of paragraph "Indemnity" or "Insurance" of this Contract.

10. **Notices.** All notices given pursuant to this Contract shall be in writing, delivered or mailed by United States mail, postage prepaid or faxed (with hard copy follow up by mail or delivery) and addressed as follows:

To the City:

The City of Bartlesville
401 South Johnstone Avenue
Bartlesville, Oklahoma 74003
Attn: Micah Siemers, P.E., CFM
Director of Engineering
Phone Number: (918) 338-4256

To the Design Consultant:

PDG, LLC. d.b.a. Planning Design Group
5314 South Yale Ave., Suite 510
Tulsa, Oklahoma 74135
Attn: Jim Crosby, ASLA, President
Phone Number: (918) 628-1255

The address of any person or party may be changed by notice to the other party, given in the manner described above. All such notices shall be deemed received when delivered.

11. **Stop Work.** Upon notice to the Design Consultant, the City may issue a stop work order suspending the performance of work and/or services under this Contract. The stop work order shall not terminate or suspend any of the required provisions of paragraph "Indemnity" and/or "Insurance" of this Contract. In the event the City issues a stop work order to the Design Consultant, the City will provide a copy of such stop work order to the contractor.
12. **Compliance with Laws, Ordinances, Specifications and Regulations.** The Design Consultant shall comply with all existing federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the work and/or services provided by this Contract.
13. **Records and Accounts.** During the term of this Contract and continuing for a period the longer of five (5) years after the final acceptance of the completed project by the City, or until the final resolution of any outstanding disputes between the City and the Design Consultant or the contractor(s) on the project, the Design Consultant shall maintain: all documents, notes, drawings, specifications, reports, estimates, summaries, renderings, models, photographs, field notes, as-built drawings, information, survey results, plans, computer files and any other materials produced, created or accumulated in performing this Contract that have not been submitted to the City subsequent to final completion of the project and its internal accounting records, and other supporting documents pertaining to the claims and/or invoices for costs of work and/or services of this Contract. The Design Consultant must maintain its accounting records in accordance with generally accepted accounting principles applied on a consistent basis. The Design Consultant shall permit periodic audits by the City and the City's authorized representative. The periodic audits of the records in support of claims and invoices for the Contract shall be performed at times and places mutually agreed upon by the City and Design

Consultant. Agreement as to the time and place for audits may not be unreasonably withheld.

14. **Reporting to the City.** The Design Consultant shall report to the City on a regular monthly basis and on an as needed basis.
15. **Prohibition Against Collusion.** The Design Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Design Consultant to solicit or secure this Contract. The Design Consultant further warrants that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Design Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. In addition, the Design Consultant must execute the Anti-collision Affidavit, attached as Exhibit C, prior to the effective date of this Contract.
16. **Sub-consultant, Subcontractor or Employee Conflict of Interest.** Any work performed by the Design Consultant's employees, sub-consultants or subcontractors on this project shall prohibit said persons from contracting with, working for, or otherwise assisting any potential bidder to do any project-related work for the bidder which may in any way be (or construed to be) a conflict of interest. It is the responsibility of the Design Consultant to require all employees, sub-consultants, or subcontractors engaged by the Design Consultant of any business relationship (formal or otherwise) which may pertain directly or indirectly to this project and/or which may in any way be (or construed to be) a conflict of interest. The Design Consultant will subsequently notify the City of any such business relationship and/or conflict of interest. Any conflict of interest discovered by the City may be cause for rejection of the bid in question and/or cancellation of the Design Consultant's contract.
17. **Work Orders.** The Design Consultant shall proceed with the provision of work and/or services for this Contract upon receipt of work orders from the City.
18. **Ownership of Documents.** All documents, notes, drawings, specifications, reports, estimates, summaries, computer files, renderings, models, photographs, field notes, as-built drawings, information, survey results, plans, computer files and any other materials produced, created or accumulated in performing this Contract, are and shall remain the property of the City and may be reproduced, distributed and published in whole or part without permission or any additional payments or fees to the Design Consultant. Reuse of said documents by the City shall be at the City's risk and responsibility and not that of the Design Consultant. The parties may use any portions of said documents at their own risk and responsibility. During preparation of design documents, the Design Consultant shall do weekly backups of CADD computer files and maintain said backups in a safe and secure off-site location. These back up CADD computer files are the property of the Design Consultant.
19. **References Not Incorporated.** The use of language or definitions from the Federal Acquisition Regulations, the ("FAR"), the American Institute of Landscape Architects ("AIA") or any other publication, is not intended to adopt by reference or otherwise any or all of the language, definitions, regulations or publications or any interpretation thereof.
20. **Standard of Care.** In providing the work and services herein, the Design Consultant shall maintain during the course of this Contract the standard of reasonable care, skill, diligence and professional competency for such work and/or services. The Design Consultant agrees to require all of its consultants, by the terms of its consultants' contracts, to provide services at the same standard of reasonable care, skill, diligence and professional competence required of the Design Consultant.
21. **Estimated Construction Cost.** If the lowest and best bid proposed in response to a timely solicitation of bids for construction of the project, in accordance with the bidding documents provided by the Design Consultant, exceeds the estimated construction cost or funds available for this project, the

Design Consultant, at no increase or additional cost to the City, shall redesign the project and redraft the bidding documents so that the construction bids pursuant to a subsequent solicitation come within the estimated construction cost.

22. **Design Corrections.** The Design Consultant agrees to make any necessary corrections to the designs, drawings, specifications or other documents, work or services furnished, when such documents or services contain any errors, deficiencies or inadequacies caused by the Design Consultant, at no cost to the City. The Design Consultant further agrees to be liable for any damages caused by its negligence and/or the negligent failure to timely discover and/or make such necessary corrections. The Design Consultant is not relieved of liability for design errors, deficiencies or inadequacies undiscovered by the City upon its review or inspection, nor is the Design Consultant relieved from liability for the City's lack of review or inspection of said documents.
23. **Notice of Design Limitations.** The Design Consultant will immediately advise the City at any time it believes that the project being designed will exceed, or is likely to exceed, the allocated cost for construction as set forth in this Contract.
24. **Sub-consultants.** The Design Consultant agrees to submit for approval by the City, prior to their engagement, a list of any sub-consultants or subcontractors the Design Consultant intends to engage to perform work and/or services related to this Contract. Such approval will not be unreasonably withheld.
25. **Nondiscrimination.** In connection with the performance of work and/or services under this Contract, the Design Consultant agrees as follows:
 - A. The Design Consultant shall not discriminate against any employee or applicant for employment because of age, race, creed, color, sex, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). The Design Consultant shall take affirmative action to ensure that employees or applicants for employment are treated without regard to their age, race, creed, color, national origin, sex, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3 (2). Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination or cancellation, rates of pay or other forms of compensation and selection for training, including apprenticeship
 - B. In the event of the Design Consultant's noncompliance with this nondiscrimination clause, this Contract may be suspended, canceled or terminated by the City. The Design Consultant may be declared by the City ineligible for further contracts or agreements until compliance, and/or satisfactory proof of intent to comply shall be made by the Design Consultant.
 - C. The Design Consultant agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this Contract. The Design Consultant shall also execute the nondiscrimination certificate, attached and incorporated as Exhibit D, prior to the effective date of this Contract.
26. **Assignment.** Inasmuch as this Contract is a personal and professional service agreement which relies upon the personal and professional integrity, financial standing and unique ability and expertise of the Design Consultant to provide professional and personal services to the City, the parties agree that the Design Consultant may not assign its obligations, rights or interest in this Contract except as set forth in paragraph "Termination for Default" subparagraph B.
27. **Termination for Default.** The City may cancel this Contract in whole or in part, for failure of the Design Consultant to fulfill or promptly fulfill its obligations under this Contract.

- A. After due notice and thirty (30) days within which to correct the default, this Contract may be terminated by either party for default upon fourteen (14) days written notice should the other party fail substantially to perform in accordance with the Contract terms through no fault of the party initiating the termination.
 - B. If this Contract is terminated by reason of a default of the Design Consultant prior to the completion of this project, regardless of the reason for said termination, the Design Consultant shall immediately assign to the City any contracts and/or agreements relative to this project entered into between the Design Consultant and its subcontractors and sub-consultants, as the City may designate in writing and with the consent of the subcontractors and sub-consultants so designated. With respect to those contracts and/or agreements assigned to and accepted by the City, the City shall only be required to compensate such subcontractors and sub-consultants for compensation accruing to such parties under the terms of their agreements with the Design Consultant from and after the date of such assignment to and acceptance by the City. All sums claimed by such subcontractors or sub-consultants to be due and owing for services performed prior to such assignment and acceptance by the City shall constitute a debt between the Design Consultant and the affected subcontractors or sub-consultants, and the City shall in no way be deemed liable for such sums. The Design Consultant shall include this provision and the City's rights and obligations hereunder in all agreements or contracts entered into with the Design Consultant's subcontractors and sub-consultants.
 - C. Termination herein shall not terminate or suspend any of the required provisions of the paragraph "Indemnity" or "Insurance" of this Contract.
28. **Time Is of the Essence.** Both the City and the Design Consultant expressly agree that time is of the essence with respect to this Contract, and the time for performance of each task established by the work orders shall be made a part of this Contract and shall be strictly observed and enforced. Any failure on the part of the City to timely object to the time of performance shall not waive any right of the City to object at a later time.
29. **No Damage for Delay.** No payment, compensation or adjustment of any kind (other than an approved extension of time) shall be made to the Design Consultant for damages because of hindrances or delays from any cause in the progress of the work, whether such hindrances or delays are avoidable or unavoidable. The Design Consultant agrees that it will make no claim for compensation or damages for any such delays and will accept as full satisfaction for such delays the extensions of time.
30. **Severability.** In the event that any provision, clause, portion or section of this Contract is unenforceable or invalid for any reason, such unenforceability or invalidity may not affect the enforceability or validity of any other paragraph or the remainder of this Contract.
31. **Entire Agreement.** This Contract, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the City and the Design Consultant concerning the Contract. Neither the City nor the Design Consultant has made or shall be bound by any agreement or any representation to the other concerning this Contract which is not expressly set forth herein.
32. **Amendment.** This Contract may be modified only by a written amendment of subsequent date hereto, approved by the City and the Design Consultant. In the event the Design Consultant's scope of work is increased or changed so as to materially increase the need for Design Consultant services in excess of the not to exceed total compensation, the Design Consultant may seek to amend this Contract.
33. **Execution in Counterparts.** This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

34. **Descriptive Headings.** The descriptive headings of the sections of this Contract are inserted or annexed for convenience of reference only and shall not affect the meaning, construction, interpretation or effect of this Contract.
35. **Construction and Enforcement.** This Contract shall be construed and enforced in accordance with the laws of the State of Oklahoma. In the event of ambiguity in any of the terms of this Contract, it shall not be construed for or against any party on the basis that such party did or did not author the same.
36. **Survival of Representations.** All representations and covenants of the parties shall survive the expiration of the Contract.
37. **Parties Bound.** This Contract shall be binding upon and inure to the benefit of all parties. This Contract is solely for the benefit of the parties and their successors in interest, and none of the provisions hereof are intended to benefit third parties.
38. **Venue of Actions.** The parties agree that if any legal action is brought pursuant to this Contract, such action shall be instituted in the District Court of Tulsa County.
39. **Effective Date.** The effective date of this Contract shall be the date of execution of this Contract by the City

IN WITNESS WHEREOF, this Contract was approved and executed by the City of Bartlesville this _____ day of _____, 2018.

THE CITY OF BARTLESVILLE

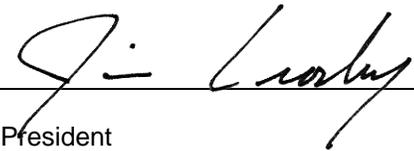
ATTEST:

City Clerk

Mayor

IN WITNESS WHEREOF, this Contract was executed and approved by the Design Consultant this 27th day of August, 2018.

PDG, LLC. d.b.a. PLANNING DESIGN GROUP



President

**EXHIBIT A
SCOPE OF WORK
DEVELOPMENT AND CONSTRUCTION OF PRICE FIELDS PHASE III**

CONSTRUCTION DOCUMENT DEVELOPMENT, BIDDING, CONSTRUCTION ADMINISTRATION

ADDITIONAL SERVICES BASE MAP INFORMATION

The Design Consultant is to prepare and provide a survey of the project area including 1 foot construction quality topography, and all existing utilities and easements.

GEOTECHNICAL REPORT

The Design Consultant is to order a Geotechnical Report with Recommendations for the construction of all Price Field Phase III items.

TASK 1 PRELIMINARY PLANS SERVICES

1.1 Prepare and submit preliminary plans as outlined in Basic Services, Paragraph 2.B.(1) of this Contract, including but not limited to, preparation and submission of preliminary plans and specifications for funded improvements including but not limited to the preliminary identification of:

1. Remove six (6) existing youth baseball fields and construct four (4) new baseball fields. Fields to include some or all of the following:
 - a. Remove and demolish the existing fields in this area, the existing gravel parking lot along the west side of the complex, the existing lighting system (existing lighting to be delivered to a location designated by the city as salvage) as well as any other existing items required to build the new complex.
 - b. Four (4) new 300 foot baseball fields (if space allows) constructed in a star pattern retaining the existing entrance road. The star pattern will allow a future field to be added when the existing entry road is located to the south.
 - c. All fields will be lit with Metal Halide sports field lighting to match the previous phases completed.
 - d. The fields will include a fully automated underground irrigation system with equipment matching the previous phases.
 - e. Other amenities for the fields will include metal covered dugouts, bleachers with shade structures, and possible netting over the plaza spectator areas and possible designated batting cages.
 - f. Build two (2) practice baseball fields to the northeast of the new fields if budget allows. This area will be evaluated and may be determined to be needed for additional parking.
2. Expand the existing asphalt parking lot along the east side of the complex to the south. Parking will be analyzed to determine if the area to the northeast of the new fields needs to be additional parking (see item 1-f above).
3. The architecture package will include:
 - a. Three metal construction storage buildings; approx. 15' x 20. Exact size to be determined in the preliminary design

EXHIBIT A
SCOPE OF WORK
DEVELOPMENT AND CONSTRUCTION OF PRICE FIELDS PHASE III
PAGE 2

phase. The architect will evaluate these requirements to make sure it meets the city's needs and budget.

- b. The architect will evaluate with the city the need for small equipment sheds at the new and existing fields.
- c. Two new concession/restroom facilities. One to replace the temporary mobile home facility to north of the new fields and the second to be located in the center of the new star field layout.
- d. The Design Consultant will engage an Architect to prepare the storage buildings and the concession/restroom plans to include men's and women's restrooms, concession area for pre-packaged foods (not a cooking kitchen) and equipment and mechanical area.

- 4. No storm water detention will be required for the complex at the direction of the City.
- 5. The Design Consultant will engage and pay a licensed professional Architect to prepare the buildings as described above in item No. 3.
- 6. The Design Consultant will engage and pay a licensed professional civil engineer for all site engineering including sanitary sewer design and a licensed professional mechanical/electrical/plumbing engineer for all concession MEP and electrical design for the sports lighting system.

- 1.2 Prepare for City staff to review and approve preliminary plans and specifications at 65% completion prior to final plans. Building and site improvements shall meet all appropriate codes and ordinances.

TASK 2 FINAL PLAN SERVICES

- 2.1 Prepare and submit 90% final plans, specifications and an up-dated cost estimate as outlined in Basic Services, Paragraph 2.B. (2) of this Contract, using the City format.
- 2.2 Submit 100% final plans, specifications and final cost estimate as outlined in Basic Services, 2. Final Plan Service (Task 2) of this Contract, using the City format.

TASK 3 BIDDING SERVICES

- 3.1 Perform bidding services as outlined in Basic Services, 3 Bidding Services (Task 3) of this Contract, including review of all bids and preparation of a bid tabulation for submittal to the City.

TASK 4 CONSTRUCTION ADMINISTRATION NOT INCLUDED IN CONTRACT

- 4.1 Perform construction administration services as outlined in Basic Services, 4 Construction Administration Services (Task 4) of this Contract, including planning and conducting a pre-work conference for the project.

AS BUILT DRAWINGS NOT INCLUDED IN CONTRACT

The Design Consultant shall complete and submit As-Built Drawings, in accordance with this Contract.

**EXHIBIT B
COMPENSATION
DEVELOPMENT AND CONSTRUCTION OF PRICE FIELDS PHASE III**

Under the terms of this Contract, the Design Consultant agrees to perform the work and services described in this Contract. The City agrees, in accordance with the limitations and conditions set forth in the Contract, to pay an amount not to exceed \$208,500 for Basic Services as specifically set forth in this Exhibit B and to pay an amount not to exceed \$19,900 the Additional Services as specifically set forth in Exhibit E and this Exhibit B. The total compensation for Basic Services and Additional Services combined amount not to exceed \$228,400.

B.I. Basic Work and Services

Compensation for basic services and additional services may not exceed \$228,400., and in no event may the Design Consultant receive compensation in excess of the amount listed for each task for performance of its basic services.

The Design Consultant may receive up to the following amounts of the amounts for services rendered upon the completion of the following tasks. Partial payments for each task may be invoiced for incremental work completed.

A. CONSTRUCTION DOCUMENT DEVELOPMENT, BIDDING, CONSTRUCTION ADMINISTRATION

Site Survey:

\$. 16,900.

Completion and recommendation by the City for approval of the site survey for the project.

Geotechnical services:

\$. 3,000.

Completion and recommendation by the City for approval of the Geotechnical services for the project.

Task 1 an amount of:

\$. 70,000.

Completion and recommendation by the City for approval of the preliminary plans for the project.

Task 2 an additional of:

\$.130,000.

Completion and acceptance by the City of the final plans and specifications for the project.

Task 3 an additional of:

\$. 8,500.

Award of the construction contract to the successful bidder.

Task 4 an additional of:

NOT INCLUDED IN CONTRACT

Upon completion and final acceptance by the City of the completed project. Said amount is to be paid proportionately to the level of completion of the Design Consultant.

An additional of:

NOT INCLUDED IN CONTRACT

Upon satisfactory completion and acceptance of the as-built drawing

EXHIBIT E
ADDITIONAL SERVICES
DEVELOPMENT AND CONSTRUCTION OF PRICE FIELDS PHASE III

Additional Services shall only be provided upon prior written and clearly detailed direction of the City Engineer. The Architect may be directed to perform any, all or none of the following Additional Services that may include, but not be limited to, the following:

1. Site Survey

Prepare 1 foot contour Base Map for the entire project site including existing site features including but not limited to buildings, utilities, streets, interior roadways, parking lots, fencing, walks, trees and drainage structures. This survey work to be performed by a licensed land surveyor and prepared to City of Bartlesville standards.

2. Geotechnical services

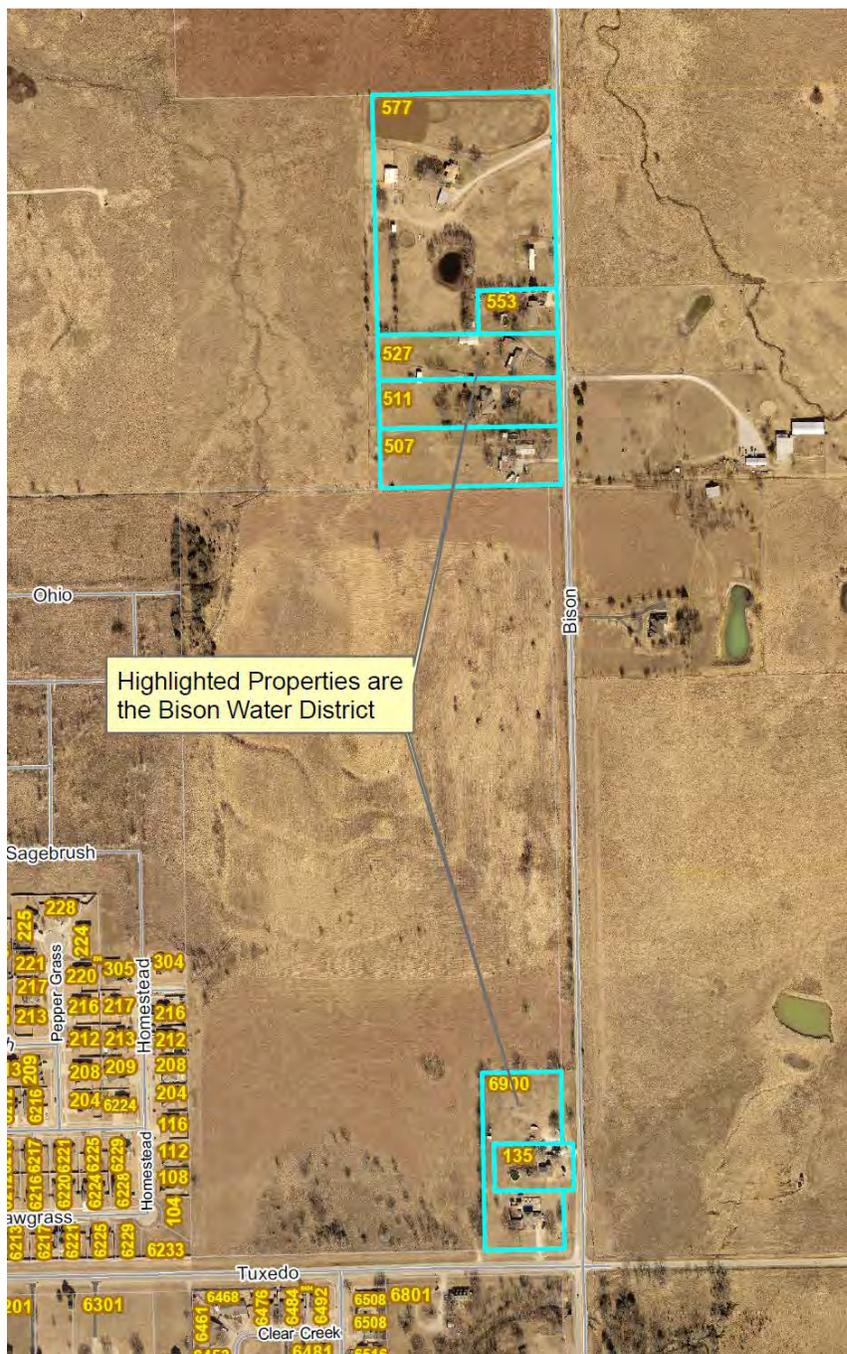
The Design Consultant will identify and coordinate all requirements for geotechnical investigation and procure all geotechnical services related thereto, including but not limited to sampling, test boring, subsurface explorations, analysis and other investigations required for determining conditions and geotechnical recommendations for foundations and paving design.

Compensation for Additional Services: Included in the total compensation for Additional Services including \$16,900 for the Site Survey and \$3,000 for the Geotechnical Services for a total amount Not To Exceed \$19,900. This allowance is to be used and paid to the Architect in the manner established in this Contract, unless other compensation means are agreed to in writing by the City Engineer. The Additional Services compensation may only be used after the Architect has performed Additional Services upon prior written authorization by the City Engineer. Additional Services will be billed as called out in Exhibit B – Compensation.

TO: Mike Bailey, City Manager
FROM: Terry Lauritsen, P.E. Director of Water Utilities
DATE: August 28, 2018
SUBJECT: Agreement with the Bison Water District for the relocation and ownership of water facilities

The Bison Water District is a coalition of 7 property owners on the west side of Bison, north of Tuxedo, that own and operate a water system serving the properties shown by the map on the right (all of these properties are within the City limits). The District organized in the early 1990's with the City providing water service starting in 1992 (the District owns a 2-inch water line that runs along Bison Road, with the meter located at the SW corner of 6900 Tuxedo Blvd.).

In March 2018, Scott Hensley, representing the Bison Water District, contacted staff about the possibility of the City either taking over the District's water lines or installing new water service to meter each property owner individually. In conjunction with this request, Washington County made contact with staff regarding a road improvement project on Bison, starting at Tuxedo, which will replace and widen the road to a 12-foot drive lane and 6-foot shoulder pavement section. This road project requires the relocation of the District's water line. In conversations with Scott Hensley, Bison Water District,



Mike Bouvier, County Commissioner, and the Oklahoma Department of Transportation (ODOT), who is funding the road improvement project, since the District meets certain thresholds regarding the population served, ODOT/Washington County will provide funding to the District for the relocation of their water line. We were able to work out an agreement to facilitate the relocation, provide fire service to this area (which currently does not exist), and ultimately the City will own the water system that serves these properties. The agreement is twofold. First, the District will execute an agreement with the City of Bartlesville, which is attached, for the City to serve as the Consultant and Contractor for the District to facilitate the relocation of the water line and that the District will reimburse the City for the material cost (pipe, fittings, rock, etc.) incurred in this relocation. Second, the Bison Water District will execute an agreement with the Washington County Board of Commissioners to relocate this water line with the County Commissioners reimbursing the District the actual cost of the relocation, up to a maximum of \$73,053.27. The estimated material cost for the relocation is \$44,000. Staff recommends approval of the agreement between the City of Bartlesville and the Bison Water District.

Please schedule this item for Council consideration at its September 4th meeting.

**MULTI-PARTY AGREEMENT FOR
PAYMENT AND COMPLETION OF
WATER LINE IMPROVEMENTS**

THIS AGREEMENT is made and entered into this 10th day of August, 2018, by and between the following parties: Robert and Kelly Hensley, Linda Tate, Rick and Bonnie Sims, Donald and Joy Boatman, Owen and Patricia Dickerson, James and Darrelle Anne Ellis, and Nancy Winget, owners (hereinafter referred to as "Owners") of property currently served through a private water system starting at Tuxedo Blvd and extending north along Bison Road to 577 NE Bison Road, and the City of Bartlesville (hereinafter referred to as "City"); and

WHEREAS, the Owners are required to relocate a portion of this existing water system due to a Washington County/Oklahoma Department of Transportation road widening construction project along Bison Rd; and

WHEREAS, the Owners desire for the City to serve as the Consultant and Contractor for the Owners to communicate with Washington County/Oklahoma Department of Transportation and install the water line improvements/relocation required for said road improvement project; and

WHEREAS, the Owners desire for the City to own, operate and maintain the water system serving these properties, which is shown by Exhibit A; and

WHEREAS, the City desires to accommodate the Owner's desires, and it is in the best interests of the Owners and the City to execute this Agreement.

NOW THEREFORE, in consideration of the conditions and provisions hereinafter set forth, the above stated parties to this agreement hereby state as follows:

1. The City shall serve as the consultant and contractor for the Owners and construct the water line improvements starting at the intersection of Tuxedo Boulevard and Bison Road and continuing north, as shown by Exhibit B.
2. The City shall install either a ¾" or 1" water meter for each property, as shown by Exhibit B.
3. Each owner will be responsible to extend their water service line to the new meter point at their own expense.
4. The Owners shall set up an account with the City of Bartlesville for the water service and pay the required \$25 deposit to set up the account upon completion of the water line improvements. All water service/payment/deposits shall be in accordance to current City rules and policies after this initial account set up.
5. The City shall be paid by the Owners all proceeds received from the Oklahoma Department of Transportation/State of Oklahoma for the relocation of the water system, including professional services.
6. In the event the proceeds from the Oklahoma Department of Transportation/State of Oklahoma reimbursement do not cover the full cost of the materials - pipe, fittings, rock, valves, hydrants, meters, and appurtenances, utilized in the relocation/improvement of the water line system, the Owners agree to remit to the City the balance of all capital funds or reserves maintained by the

owners of the water system, up to a maximum of the cost of materials. Any excess funds above the cost of the materials shall be retained by the Owners.

7. The parties to this Agreement acknowledge that the terms hereof are contractual and not a mere recital.

IN WITNESS WHEREOF, the parties have set their hands to this Agreement this 10th day of July, 2018, in Bartlesville, Oklahoma.

B.S.H. Hoyt

OWNERS:

Robert L. Hensley
Robert Hensley (6900 E. Tuxedo Blvd)

7/24/2018
Date

Kelly Hensley
Kelly Hensley (6900 E. Tuxedo Blvd)

7/24/2018
Date

Linda Tate
Linda Tate (135 NE Bison Rd)

7-31-18
Date

Rick Sims
Rick Sims (507 NE Bison Rd)

7-31-18
Date

Bonnie Sims
Bonnie Sims (507 NE Bison Rd)

7-31-18
Date

D. Boatman
Donald Boatman (511 NE Bison Rd)

12-9-15 7-31-18
Date

Joy Boatman
Joy Boatman (511 NE Bison Rd)

7-31-18
Date

Owen Dickerson
Owen Dickerson (527 NE Bison Rd)

8-3-18
Date

Patricia Dickerson
Patricia Dickerson (527 NE Bison Rd)

8-3-18
Date

James Ellis
James Ellis (537 NE Bison Rd)

8/2/18
Date

Darrelle Ann Ellis
Darrelle Anne Ellis (553 NE Bison Rd)

8/2/18
Date

Nancy Winget
Nancy Winget (577 NE Bison Rd)

7-23-18
Date

CITY:

Dale Copeland, Mayor

Date

ATTEST:

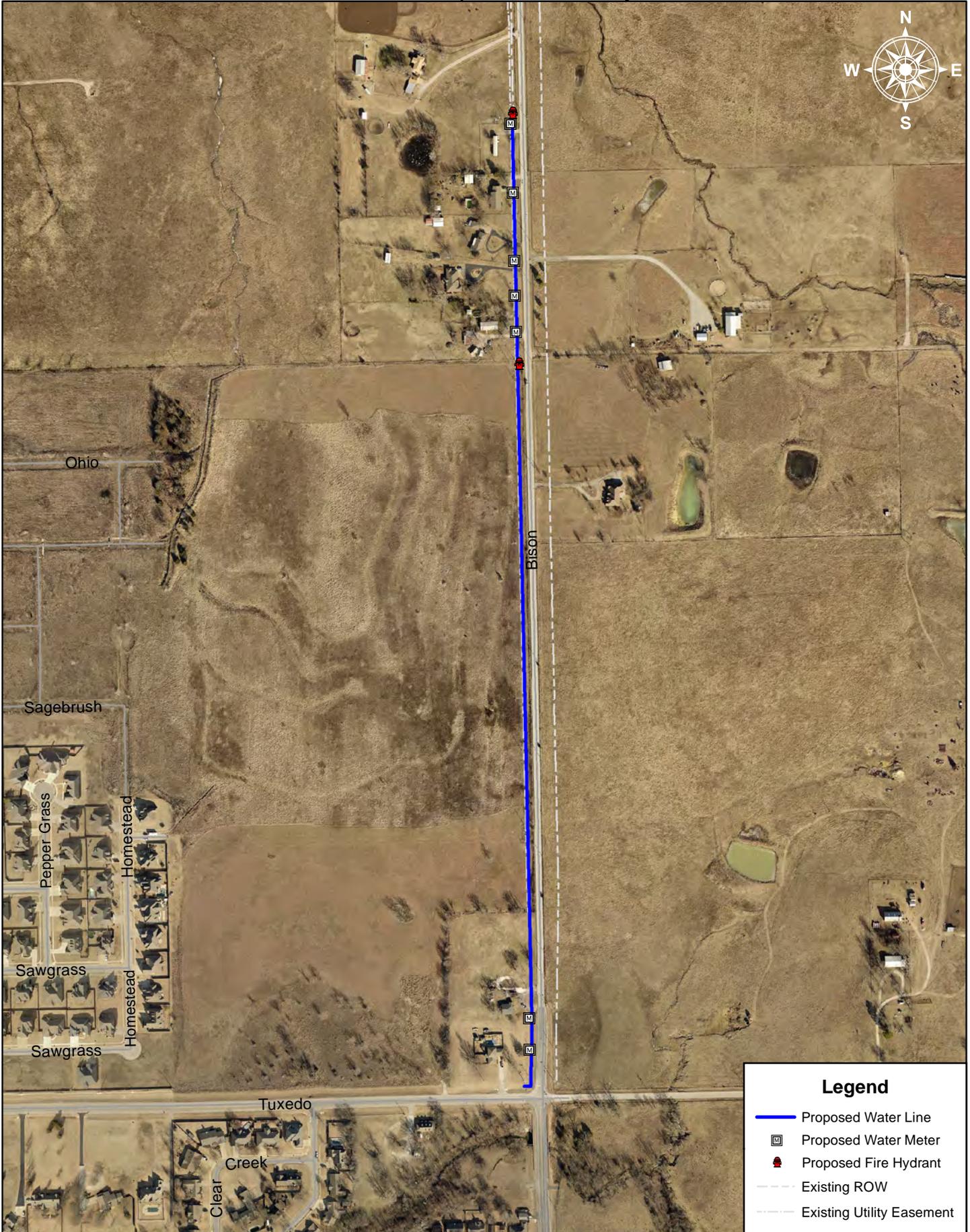
Date

EXHIBIT A - Existing Water Line



Existing Private Water Line
(approximate location)

EXHIBIT B - Proposed Water System





Memo

To: Mike Bailey, City Manager
From: Lisa R. Beeman, Community Development Director
cc: Terry Lauritsen, Utilities Director
Date: August 29, 2018

A handwritten signature in black ink, appearing to read 'Lisa R. Beeman', is written over the 'cc:' line of the memo header.

Subject: Consider and take action on a professional services agreement with Ambler Architects for services associated with the Tower Green Project.

Ambler Architects has been providing professional services for the Tower Green Project at no charge to the Council-appointed Tower Green Design Committee since its first meeting on May 23 of this year. This was discussed at length with Scott Ambler at the outset but the arrangement was never formalized. His services to date have consisted of conducting a number of public input sessions, administering a public opinion survey, and performing research services on similar facilities. The Committee is now moving into the actual design phase of its work plan, which includes a public design process with approximately 20 students and professors from the School of Architecture at Taliesin (SOAT), which will be coordinated and overseen by Ambler Architects. This public design process will yield at least three preliminary design concepts for the Tower Green Project, which will then be refined by Ambler Architects. As part of this agreement, Ambler Architects will develop conceptual cost estimates for each major element in these concepts and will facilitate review of the three concepts with the Tower Green Design Committee. With guidance from Ambler Architects, the Tower Green Design Committee will direct the development of one preferred design plan for the Tower Green which is within the City's budget for the project. Ambler Architects will formulate this preferred design plan, develop an opinion of estimated construction cost for this plan, and, with the Tower Green Design Committee, present this to the City Council for final approval at its regular meeting on November 5, 2018.

While Mr. Ambler and his staff have provided their services at no charge to the City, there are related expenses that he will incur as part of these professional services that should be reimbursed by the City. These expenses include 1) travel expenses in the amount of \$16,000 for the SOAT students and professors for their 4-day visit to Bartlesville, and 2) services for an intern architect in support of the project in the amount of \$3,000. In order to reimburse him for these expenses, the agreement needs to be formalized. Attached is an agreement for professional services which formalizes the working relationship and scope of services between Ambler Architects and the City of Bartlesville for the Tower Green Project.

Please place this item on the consent agenda for City Council consideration at its regular meeting on Tuesday, September 4, 2018.

AGREEMENT FOR PROFESSIONAL SERVICES

This is an Agreement, made as of the ____ day of September, 2018, between the City of Bartlesville (City) and Ambler Architects (Contractor).

Owner's Project, of which Consultant's services under this Agreement are a part, is generally identified as follows: Tower Green (Project).

Contractor's Services under this Agreement are generally identified as follows: Provide at least 3 Preliminary Design Concepts with conceptual costs for the major design elements and an Opinion of Probable Construction Cost for the Selected Design Concept. Final Design and Construction Administration services shall be under a separate agreement at a later date.

AGREEMENT:

City and Contractor further agree as follows:

1. Basic Agreement and Period of Service.

- A. Contractor shall provide, or cause to be provided, the services set forth in Section 2 below. If authorized by City, or if required because of changes in the Project, Contractor shall furnish services in addition to those set forth below.
- B. Contractor has agreed to perform, coordinate and/or manage the following activities at no cost to the City:
 - 1) Conduct public input sessions, research other such projects and amenities, administer public opinion surveys, provide final reporting of these surveys/research and production of a Preliminary Design Concept and Opinion of Probable Construction Cost at no charge to the City.
 - 2) Coordinate the work of consultants, hired on behalf of the City, to provide services as agreed upon by both parties. These costs will be reimbursable expenses to the Contractor and are as follows:
 - School of Architecture at Taliesin (SOAT) – SOAT will travel to Bartlesville with a group of approximately 20 students and professors. Services to be provided at a cost of \$16,000 for travel, lodging and supplies for a 4 day visit to Bartlesville.
 - Services of an Intern Architect in support of the project - \$3,000.
- C. Contractor shall complete its services within a reasonable time as agreed to by both parties. The goal is to have the Selected Design Concept ready for a presentation to City Council at its November 5th meeting.
- D. Before commencing work, Contractor must provide a Certificate of Insurance certifying that the insurance limits and coverages, with appropriate endorsements, meet the minimum

specifications required by the City of Bartlesville.

2. Work to be Performed by the Contractor:

- A. In concert with City Staff, organize and conduct meetings, administer surveys, etc. to provide opportunities for public input on the design of the Project.
- B. Enlist the services of the School of Architecture at Taliesin to perform a public design process to develop at least three preliminary design options for the project.
- C. Coordinate the activities of any consultants hired in support of this project. Consultants may consist of, but not be limited to, land surveyors, geotechnical engineers, abstractors, etc.
- D. Refine preliminary design options produced by Taliesin and develop conceptual cost estimates for each major element in these options to facilitate review and formulation of a Selected Design Concept.
- E. Develop a Selected Design Concept for the Project, including an Opinion of Probable Construction Cost for full project development within the City's budget for the Project.
- F. Present Selected Design Concept with estimated costs to the City Council.

3. Work to be Performed by City:

- A. City shall furnish surveys to describe physical characteristics, legal limitations, and utility locations for the site of the Project. Such information shall include topography, designated wetlands, designated floodways and floodplains, drainage, boundaries and contours of the site, and information concerning existing utility services and lines.
- B. City shall furnish base made information including existing conditions and features in an AutoCAD format.
- C. City shall furnish services of geotechnical engineers, including soil reports or testing as needed for design criteria.

4. Scope of the Agreement: This Agreement constitutes the entire agreement between City and Contractor and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written agreement.

Signatures:

By signing below, each undersigned acknowledges that it has read and understands, and agrees to be legally bound by this Professional Services Agreement.

City of Bartlesville

Ambler Architects

Dale Copeland, Mayor

Scott Ambler

Date: _____

Date: _____

TO: Mike Bailey, City Manager
FROM: Micah Siemers, P.E. Director of Engineering
DATE: August 28, 2018
SUBJECT: Discuss and take action regarding a resolution accepting a grant offer from the Federal Aviation Administration for Airport Improvement Project AIP 3-40-0007-012-2018 for “Rehabilitating Runway 17/35”.

The next phase in airport improvements involves rehabilitation of Runway 17/35. The project will consist of spall and crack repair, localized patching, and replacement of joint sealant, as necessary. The majority of the work will take place on the pavement that was not overlaid in 2009, and not part of the runway extension constructed in 2006. As the FAA grant is anticipated to exceed \$250,000, a Disadvantage Business Enterprise (DBE) Goal has been developed for the project, as required by the FAA. In May, 2016 Council approved an Agreement for Professional Services with CEC for airport consulting services. In February, 2018 Council approved Amendment No. 3 to that contract for FY 18 Grant Administration, updating the DBE Goal, and Field Survey/Engineering Plans and Specifications for the runway rehabilitation project.

The plans and specifications are complete, the project has been advertised for bids, and the bids will be opened on Tuesday, September 4. Upon receipt of the bids, CEC will tabulate the bids and check for necessary components and errors to establish the value of the construction portion of the final grant application. Currently the draft grant application includes all of the fees approved in Amendment No. 3 to the CEC contract and an estimated value of construction. All together the draft grant application totals \$419,700.00 which will be 90% reimbursable under the FAA grant. Therefore, the City’s estimated portion of the project cost will be in the ballpark of \$42,000 which will be funded through the Airport Fund. The final numbers will be available at the September 4 Council meeting.

With this information in mind, part of the requirement to apply for the FAA funds is to approve a resolution accepting the grant offer from the FAA and authorizing the Mayor to execute the grant agreement upon receipt from FAA.

Staff recommends executing the resolution accepting the grant offer and authorizing the Mayor to execute the grant agreement, upon receipt from FAA.

Please schedule this item for City Council consideration on its September 4th meeting.

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A GRANT OFFER FROM THE FEDERAL AVIATION ADMINISTRATION FOR AIRPORT IMPROVEMENT PROJECT (AIP 3-40-0007-012-2018) AT BARTLESVILLE MUNICIPAL AIRPORT FOR “REHABILITATING RUNWAY 17/35” AND AUTHORIZE THE MAYOR TO EXECUTE THE GRANT AGREEMENT AND ALL NECESSARY DOCUMENTS, UPON RECEIPT FROM FAA.

WHEREAS, the City of Bartlesville has submitted a Project Application at the Bartlesville Municipal Airport for a project to rehabilitate a portion of Runway 17/35, as approved by the Federal Aviation Administration (FAA); and

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

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

1. The Grant Offer for Airport Improvement Program (AIP 3-40-0007-012-2018) for Rehabilitating Runway 17/35 and the Grant Agreement therefore all are hereby expressly approved and accepted by the City of Bartlesville, upon receipt from FAA.

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF BARTLESVILLE, OKLAHOMA, THIS 4TH DAY OF SEPTEMBER, 2018.

Mayor Dale Copeland

ATTEST:

Jason Muninger, Interim City Clerk

Approved as to form and legality this 4th day of September, 2018

City Attorney

Published in the Examiner Enterprise

JULY 11, 13 & 15, 2018

NOTICE TO BIDDERS

The City of Bartlesville will accept sealed bids for the purchase of the following described items at the office of the City Clerk, 401 S Johnstone Ave, Bartlesville, Oklahoma until the hour of 2:00 p.m. on Tuesday, September 4, 2018.

2018-2019-008 Gas & Diesel Fuel

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

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

NAME AND ADDRESS OF BIDDER
BID NUMBER

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

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

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

Dated this 9th Day of July, 2018

Michael Bailey
Administrative Director/CFO

Bartlesville Police Department
CITY OF BARTLESVILLE, OKLAHOMA
BID FORM FOR
Police Pursuit SUV
Bid # 2018-2019-010

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>PRICE EACH</u>	<u>TOTAL</u>
Full Size Police Pursuit Vehicle SUV	<u>Quantity</u>	<u>Per Unit Price</u>	<u>Total Amount</u>
New, Year Model 2018 or 19 Pursuit Rated SUV with All Wheel Drive WHITE	<u>4</u>	\$ <u> </u>	\$ <u> </u>
TOTAL BID			\$ <u> </u>

Any variance from the established bid specifications must be noted on this form.

All bids are F.O.B. Bartlesville

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP _____

CONTACT _____

PHONE _____ FAX _____ EMAIL _____

Mail the bid form and the completed Noncollusion Affidavit to:

City of Bartlesville
City Clerk
401 S Johnstone Ave
Bartlesville, OK 74003-06619

Bids must be received in the City Clerk's Office by:

September 3, 2018 at 4:00 pm

PLEASE INDICATE THE BID NUMBER ON THE OUTSIDE OF THE MAILING ENVELOPE. IF BID NUMBER IS NOT ON THE ENVELOPE YOUR BID WILL BE DISQUALIFIED.

If you wish to receive a copy of the bid results, please include an electronic mail address to receive the results.

Bartlesville Police Department
CITY OF BARTLESVILLE, OKLAHOMA
BID SPECIFICATION FOR
Police Pursuit SUV Bid# 2018-2019-010
Full-Size Police Pursuit Vehicle Bid # 2018-2019-011

ADDENDUM

All bids must be received in the City Clerk's Office by:

Tuesday, September 4th at 4:00 pm

Mail the bid form and the completed Non-Collusion Affidavit to:

City of Bartlesville
City Clerk
401 S Johnstone Ave
Bartlesville, OK 74005-0699

**PLEASE INDICATE BID NUMBER ON THE OUTSIDE OF THE MAILING ENVELOPE. IF
BID NUMBER IS NOT ON THE ENVELOPE, YOUR BID WILL BE DISQUALIFIED.**

*Mailed
7-17-18
BG*

Bartlesville Police Department
 CITY OF BARTLESVILLE, OKLAHOMA
 BID FORM FOR
 Full Size Police Pursuit Vehicle
 Bid # 2018-2019-011

DESCRIPTION	QUANTITY	PRICE EACH	TOTAL AMOUNT
Full Size Police Pursuit Vehicle	3		
SEDAN			
New, Year Model 2018	_____	\$ _____	\$ _____
New, Year Model 2019	_____	\$ _____	\$ _____
TOTAL BID			\$ _____

Any variance from the established bid specifications must be noted on this form.

All bids are F.O.B. Bartlesville

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP _____

CONTACT _____

PHONE _____ FAX _____ EMAIL _____

Mail the bid form and the completed Non-Collusion Affidavit to:

City of Bartlesville
 City Clerk
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 Bartlesville, OK 74005-0699

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Bartlesville Police Department
CITY OF BARTLESVILLE, OKLAHOMA
BID SPECIFICATION FOR
Police Pursuit SUV Bid# 2018-2019-010
Full-Size Police Pursuit Vehicle Bid # 2018-2019-011

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City Clerk
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Bartlesville, OK 74005-0699

**PLEASE INDICATE BID NUMBER ON THE OUTSIDE OF THE MAILING ENVELOPE. IF
BID NUMBER IS NOT ON THE ENVELOPE, YOUR BID WILL BE DISQUALIFIED.**

*Mailed
7-17-18
BG*

(Published in Bartlesville, OK Examiner-Enterprise, August 8, 12 & 15, 2018)

SOLICITATION FOR BIDS

Notice is hereby given that the City of Bartlesville will receive sealed bids in the Office of the City Clerk, City Hall, 401 South Johnstone Avenue, Bartlesville, OK 74003 until 2:00 PM Local Time on September 4, 2018. Said bids will be opened in the 1st Floor Conference Room for:

Rehabilitate Runway 17/35
AIP Project 3-40-0007-012-2018
Bid No. 2018-2019-014
BARTLESVILLE MUNICIPAL AIRPORT
Bartlesville, Oklahoma

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

This project is subject to the following requirements as referenced in the Special Provisions:

Buy American Preference (Reference 49 USC § 50101)

Foreign Trade Restrictions

Davis Bacon (Reference: 2 CFR § 200 Appendix II(D))

Affirmative Action (Reference: 41 CFR part 60-4, Executive Order 11246)

Governmentwide Debarment and Suspension (Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility)

Government Requirements for Drug-free Workplace

Nonsegregated Facilities Requirement (Reference: 41 CFR § 60-1.8)

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

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

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

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

All bidders and proposers shall make good faith efforts, as defined in Appendix A of 49 CFR Part 26, Regulations of the Office of the Secretary of Transportation, to subcontract 7.5 percent of the dollar value of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE).

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

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

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

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

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

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

There will be a pre-bid conference concerning this project at 11:00 AM, August 23, 2018, in the airport terminal building, 401 Wiley Post Road, Bartlesville Municipal Airport, Bartlesville, Oklahoma.

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

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

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

City of Bartlesville

Kim Toulouse, Deputy Clerk

**CITY OF BARTLESVILLE
 BID SPECIFICATIONS FOR
 “Ruggedized Tablets and Docks for Patrol Cars”
 BID#: 2018-2019-015**

The City of Bartlesville OK. will accept bids for the purchase of 51 ruggedized tablets and 50 in car port replicating docking stations with the option to purchase additional units at price listed in bid for up to 60 days. Please show Prices as per unit. Any questions regarding these specifications should be directed to Jeremy Robertson – Network Administrator, at 918-338-4137 or Matt McCollough – IT Supervisor, at 918-338-4156

Dell Latitude 7212 Ruggedized Tablet (or Equivalent)

- Core i5 7300U / 2.6 GHz
- 8 GB RAM
- 256 GB SSD
- 11.1" touchscreen 1920 x 1080 (Full HD)

SOFTWARE AND OPERATING SYSTEM

Win 10 Pro 64-bit

WARRANTY & SERVICE SUPPORT

3 and 5-year warranty options to be listed in the pricing

Port Replicating Docking Station with Power Supply or Equivalent

- 3 or more USB Ports
- RJ45 Network connection
- Ext. Antenna Connections are not needed

<u>BRAND / MODEL</u>	<u>PRICE EACH</u>	<u>TOTAL PRICE</u>
	\$ _____	\$ _____ with 3 year warranty
	\$ _____	\$ _____ with 5 year warranty
	\$ _____	\$ _____

All BIDS are F.O.B Bartlesville

Company Name: _____

City, State, Zip: _____

Contact: _____ Phone: _____ FAX: _____

Mail this form, product spec sheet and Non-collusion affidavit to:

MAIL TO:
 City of Bartlesville
 Office of City Clerk
 401 S Johnstone
 Bartlesville, OK 74003

Bids must be received in the Office of the City Clerk no later than 2 P.M., Tuesday September 4, 2018

PLEASE INDICATE THE BID NUMBER ON THE OUTSIDE OF THE ENVELOPE. IF BID NUMBER IS NOT ON THE ENVELOPE, YOUR BID WILL BE DISQUALIFIED.

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

CITY OF BARTLESVILLE RESERVES THE RIGHT TO REJECT ANY PART OR ALL OF BID