



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

REGULAR MEETING OF THE BARTLESVILLE CITY COUNCIL

Monday, April 6, 2020
at 7 p.m.

**Via Videoconference
Per Senate Bill 661**

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

**Per Senate Bill 661
City Council Members shall attend by VideoConference.**

**The public may attend virtually at the following link
<https://www.cityofbartlesville.org/city-government/city-council/webcast/>**

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 Church Ministries Pastor Ike Amaro, Spirit Church.**
- 4. City Council Announcements and Proclamations.**
 - Fair Housing Month April 2020
 - 2020 Census Awareness Month
 - National Library Week April 19, 2020 – April 25, 2020
- 5. Authorities, Boards, Commissions and Committee Openings**
 - One opening on the City Planning Commission
 - One opening on the Construction and Fire Code Appeals Board
- 6. Consent Docket**
 - a. Approval of Minutes**
 - i. The Special Meeting Minutes of March 16, 2020.
 - ii. The Emergency Meeting of March 18, 2020
 - iii. The Special Meeting Minutes of March 23, 2020
 - iv. The Emergency Meeting of March 23, 2020
 - b. Approval of Resolutions**
 - i. A resolution amending the budget of the City of Bartlesville, Oklahoma for Fiscal Year 2018-2019, appropriating Transfers for the CDBG Fund.
 - ii. A resolution amending the budget of the City of Bartlesville, Oklahoma for Fiscal Year 2019-2020, appropriating unanticipated donation revenue for the Restricted Revenue Fund.
 - c. Approval of Agreements, Contracts, and Engagement Letters**
 - i. Amendment #1 to the professional service contract with Freese and Nichols, Inc. for design services on a 20-inch water line along Frank Phillips between Silver Lake and US 75.
 - ii. Contract Amendment between the City of Bartlesville/Bartlesville Public Library and Innovative for 1-Year hosting and maintenance of the Library's Polaris automation software.
 - iii. A contract between the City of Bartlesville/Bartlesville Public Library and BTC Broadband to temporarily increase the bandwidth of the Library's internet connection to 250 mbps.

d. Approval of Declaration of Surplus Property

- i. Declare the Wastewater Maintenance CCTV Camera System surplus and authorize the disposal of said system.

e. Receipt of Financials

- i. Interim Financials for the Eight months ending February 29, 2020.

- 7. Discuss and take possible action to award Bid Number 2019-2020-020 for 13th Street-Cherokee to Garden Concrete Rehabilitation. Presented by Vice Mayor Gentges.
- 8. Discuss and take possible action to adopt an ordinance amending Ordinance #3525; creating emergency measures related to the COVID-19 Pandemic; acknowledging the Mayor's Proclamation of Emergency 2020-02; and declaring an emergency. Presented by Mayor Copeland.
- 9. New Business.
- 10. City Manager and Staff Reports.
- 11. City Council Comments and Inquiries.
- 12. Adjournment.

The Agenda was received and filed in the Office of the City Clerk and posted in prominent public view at City Hall and posted on the City of Bartlesville website at 5:00 p.m. on Thursday, April 2, 2020.

Jason Muninger

Jason Muninger, City Clerk/CFO

/s/ Elaine Banes

by Elaine Banes, Deputy City Clerk

City of Bartlesville Website: <https://www.cityofbartlesville.org/city-government/city-council/meeting-agendas/>

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 ***Fair Housing Month*** ***April 2020***

WHEREAS, April 6, 2020 will mark the 52nd anniversary of the U.S. Fair Housing Law, Title VIII of the Civil Rights Act of 1968, as amended, which sought to eliminate discrimination in housing opportunities and to affirmatively further housing choices for all Americans; and

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

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

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

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

NOW THEREFORE, in the pursuit of the shared goal and responsibility of providing equal housing opportunities for all men and women, the Bartlesville City Council does hereby join in the national celebration by officially proclaiming April, 2020 as "Fair Housing Month" and encourages all agencies, institutions and individuals, public and private in the City of Bartlesville to abide by the letter and spirit of the Fair Housing Law.

IN WITNESS WHEREOF, we hereunto set our hands and caused the Official Seal of the City of Bartlesville, Oklahoma, to be affixed this 6th day of April, in the year of our Lord two thousand and twenty.

Dale Copeland, Ward 1 and Mayor

Paul Stuart, Ward 2

Jim Curd, Jr., Ward 3

Alan Gentges, Ward 4 and Vice Mayor

Trevor Dorsey, Ward 5



Official Proclamation

2020 Census Awareness Month

WHEREAS, the U.S. Constitution mandates that every ten years every person be counted to better apportion representation in federal, state, and local government; and

WHEREAS, the U.S. Census is a tool that enables government to be knowledgeable and plan for growth and improve social and economic conditions; and

WHEREAS, census data determine how more than \$675 billion per year are distributed to states, counties, and communities to support housing, healthcare, transportation, schools, social services, and more; and

WHEREAS, Bartlesville has traditionally had areas that are undercounted because the populations are hard to locate, hard to interview, or hard to persuade; and

WHEREAS, the best way to get full participation and an accurate count is through awareness and understanding.

NOW THEREFORE, the Bartlesville City Council does hereby officially proclaim that the month of April 2020 be known as “2020 CENSUS AWARENESS MONTH” and hereby encourages all persons to respond to the Census.

IN WITNESS WHEREOF, we hereunto set our hands and caused the Official Seal of the City of Bartlesville, Oklahoma to be affixed this 6th day of April, in the year of our Lord two thousand and twenty.

Dale Copeland, Ward 1 and Mayor

Paul Stuart, Ward 2

Jim Curd, Jr., Ward 3

Alan Gentges, Ward 4 and Vice Mayor

Trevor Dorsey, Ward



Official Proclamation

National Library Week

April 19,2020 – April 25, 2020

WHEREAS, today's libraries are less about what they have on the shelves and more about what they can do with and for their communities;

WHEREAS, libraries have long served as trusted and treasured institutions where people of all ages, interests and backgrounds can come together and learn alongside one another;

WHEREAS, libraries of all types are at the heart of their cities, towns, schools and campuses;

WHEREAS, libraries offer members of the community a welcoming space and opportunities to explore new passions through technology, programs and services;

WHEREAS, libraries and librarians help patrons find tools to help improve the quality of their life;

WHEREAS, libraries, which promote the free exchange of information and ideas for all, are cornerstones of democracy;

WHEREAS, libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve;

WHEREAS, libraries and librarians work to create an equitable society by providing free access to accurate information to all people;

WHEREAS, libraries are a resource for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity or socio-economic status, by offering services and educational programming that transform lives and strengthen communities;

WHEREAS, libraries, librarians, library workers and supporters across America are celebrating National Library Week.

NOW, THEREFORE, be it resolved that the City Council of the City of Bartlesville proclaims National Library Week, April 19-25, 2020. During this time, we encourage all residents to visit the library, a place where we all belong and gather, to encourage discovery, advance knowledge, and to enhance who we are. Because of you, Libraries Transform.

IN WITNESS WHEREOF, we hereunto set our hands and caused the Official Seal of the City of Bartlesville, Oklahoma, to be affixed this 6th day of April, in the year of our Lord two thousand and twenty.

Dale Copeland, Ward 1 and Mayor

Paul Stuart, Ward 2

Jim Curd, Jr., Ward 3

Alan Gentges, Ward 4 and Vice Mayor

Trevor Dorsey, Ward 5



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

**MINUTES OF THE
SPECIAL MEETING OF THE
BARTLESVILLE CITY COUNCIL
Monday, March 16, 2020
at 7:00 p.m.**

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

MINUTES

(Notice and Agenda posted at 5:00 p.m. on Thursday, March 12, 2020.)

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

City staff present were Mike Bailey, City Manager; Jason Muninger, City Clerk/CFO; Terry Lauritsen, Water Utilities Director; Kelli Williams, Chief Communications Officer; SA Rick Silver, Security; and Elaine Banes, Executive Assistant.

- 1. Mayor Copeland called the Business Meeting of the Bartlesville City Council to order at 7:00 p.m.**
- 2. Roll call was conducted and a quorum established.**
- 3. The invocation will be provided by Chaplain Sue Wagner, Comforting Hands Hospice.**
- 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. Authorities, Boards, Commissions and Committee Openings**

- One opening on the City Planning Commission
- One opening on the Construction and Fire Code Appeals 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 Regular Minutes of the March 2, 2020 City Council Meeting.

- b. Approval of Agreements, Contracts, and Engagement Letters**

- i. Engagement Letter between the City of Bartlesville and Arbitrage Compliance Specialists for Arbitrage Compliance Services.

c. Receipt of Bids

- i. Bid No. 2019-2020-020 13th Street-Cherokee to Garden-Concrete Rehab
- ii. Bid No. 2019-2020-024 Tower Center at Unity Square Stage Audio and Lighting Improvements

Mayor Copeland read the consent docket in its entirety.

Mr. Stuart moved to approve the consent docket as presented, seconded by Mr. Dorsey.

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

8. Discuss and take possible action on a Resolution amending the budget of the City of Bartlesville, Oklahoma for Fiscal Year 2019-2020, appropriating unanticipated revenue from the sale of real property for the Restricted Revenue Fund. Presented by Vice Mayor Gentges.

Vice Mayor Gentges reported that the proposed resolution would allow funds in the amount of \$33,946 from the sale of the property near the Civitan Park to be used for the sound equipment for the Tower Center at Unity Square project.

Vice Mayor Gentges moved to approve the Resolution as presented, seconded by Mr. Stuart.

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

9. Discuss and take possible action on the contract award (Bid No. 2019-2020-024) for the Tower Center at Unity Square Stage Audio and Lighting Improvements. Presented by Vice Mayor Gentges.

Vice Mayor Gentges moved to approve the contract award to All Media Integration (AMI), Tulsa, Oklahoma, in the amount \$78,759.02 which includes the base bid and alternate #1 as presented, seconded by Mr. Dorsey.

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

10. Discuss and take possible action on an updated Control Estimate from Jonesplan LLC for the Tower Center at Unity Square project. Presented by Terry Lauritsen, Director of Water Utilities.

Mr. Lauritsen presented the items that have come up that are outside the scope of the Tower Center at Unity Square Project. The worksheet setting out the changes are attached to these minutes.

Mr. Dorsey moved to approve the updated Control Estimate from Jonesplan LLC as presented, seconded by Mr. Stuart.

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

11. City Manager and Staff Reports.

Mr. Bailey reported that due to the COVID-19 concerns that Operation Clean House previously scheduled for April 18 has been canceled, and the City of Bartlesville Water Signing Ceremony previously scheduled for March 18 with Senator Inhofe has been canceled.

He added that in person voting for the April 7 election will be held April 2 and 3. If citizens have concerns about voting in person, absentee ballots are available through the Washington County Election Board.

Mr. Bailey also reported that he, the City Council and staff have been in close contact with various agencies and municipalities, as well as with Gov. Stitt, regarding how to manage the COVID-19 pandemic threat. Considerations of closing the library and how to handle other essential services while minimizing exposure to citizens and City employees are ongoing. Mr. Bailey stated that all involved are committed to making good, educated and measured decisions as this time. Discussion covered emergency proclamations; protection of first responders; the importance of obtaining critical information from experts, such as the CDC, WHO, Oklahoma Health Department and Washington County Emergency Management; and the importance of minimizing fear and panic.

12. City Council Comments and Inquiries.

Vice Mayor Gentges commended Mr. Bailey and his staff for the ongoing research on how to handle the COVID-19 issues, as the City staff and City Council will be measured by their approach. He encouraged citizens to remain calm as the situation unfolds.

Mayor Copeland reported that as of this date, there have been no confirmed cases in Washington County. He also encouraged citizens to remain calm and not let panic and fear dominate.

Mr. Stuart inquired as to the status of the injury accident that recently occurred at the City's Operation Center. Mr. Lauritsen reported that the injured man was a subcontractor of the contractor who had been hired to work on a building in the Operation Center. His most recent report on the young man was that he was in a Tulsa hospital, and that we are all praying for a full recovery. The contractor's safety plans were reviewed with the contractor following the accident.

13. There being no further business to address, Mayor Copeland adjourned the meeting at 7:45 p.m.

Dale W. Copeland, Mayor

Jason Muninger, City Clerk/CFO

Item	Description	Unit	Unit Price	Scheduled Quantity	Total CE \$ Amount
GENERAL CONDITIONS AND CONSTRUCTION MANAGEMENT					
1	General Conditions and Project Requirements	LS	\$200,000.00	1	\$200,000.00
2	Construction Management Fee	LS	\$90,000.00	1	\$90,000.00
3	Construction Management Fee (5% on Change Orders)	LS	\$543.83	1	\$543.83
4	General Conditions and Project Requirements (March & April 2020)	LS	\$45,000.00	1	\$45,000.00
5	Construction Management Fee (March & April)	LS	\$5,000.00	1	\$5,000.00
BP 1 - RESTROOMS, STORAGE BUILDING AND STAGE CANOPY					
1	Furnish and install materials as required to complete restroom and storage buildings	LS	\$345,600.00	1	\$345,600.00
2	Furnish and install materials as required to complete stage canopy	LS	\$199,600.00	1	\$199,600.00
3	Stage canopy footings	LS	\$10,500.00	1	\$10,500.00
CO	Change Order Deduct-Replace CMU Block Toilet Partitions with Phenolic Core Toilet Partitions	LS	(\$4,250.00)	1	-\$4,250.00
CO	Change Order Add-Flowable Fill	LS	\$9,041.57	1	\$9,041.57
6	Lyon & Parsons Foundations Donor Recognition	ALLOW	\$5,000.00	1	\$5,000.00
BP 2 - DEMOLITION, EARTHWORK AND UTILITIES					
1	Curb and Gutter Demolition	LF	\$2.00	1,959	\$3,918.00
2	Asphalt and Concrete Paving Demolition	SF	\$1.10	29,420	\$32,362.00
3	Sidewalk demolition	SF	\$1.25	31,475	\$39,343.75
4	Earthwork, including topsoil and grading activities (includes 680 CY of net fill)	LS	\$61,000.00	1	\$61,000.00

\$340,543.83

\$565,491.57

\$152,123.75

Added \$6k

5	Utilities, excluding the french drain	LS	\$8,500.00	1	\$8,500.00
6	French Drain	LF	\$35.00	200	\$7,000.00
BP 9 - PAINTINGS AND COATINGS					\$ 25,000.00
1	Furnish and install materials as required by bid package ~ excluding painting of Greenscreen (includes painting)	LS	\$25,000.00	1	\$25,000.00
2	NOT USED - Prime and paint (1) 4' section for Greenscreen	SECTION	\$2,588.00		\$0.00
BP 26 - ELECTRICAL AND LANDSCAPE LIGHTING					\$ 335,324.00
1	Furnish and install materials as required by this bid package (Base Bid + Add Alt 3, 5, & 8)	LS	\$341,800.00	1	\$341,800.00
CO	Change Order Deduct (6) F1 lighted bollards and (1) F9 light pole	LS	(\$15,066.00)	1	-\$15,066.00
CO	Change Order Add Enclosed Breaker at Transformer	LS	\$1,835.00	1	\$1,835.00
CO	CIP (1) Pole Base ILO Precast	LS	\$755.00	1	\$755.00
CO	Lighting at COP & P66 Monument Seatwalls & Parsons Foundation Recognition	ALLOW	\$6,000.00	1	\$6,000.00
BP 32A - ASPHALT PAVING AND CURB AND GUTTER					\$ 61,818.00
1	Install 6" ODOT Type A Base	SF	\$1.00	12,370	\$12,370.00
2	Install ODOT Type A Hot Mix Asphalt	Tons	\$96.00	162	\$15,552.00
3	Install ODOT Type B Hot Mix Asphalt	Tons	\$102.00	108	\$11,016.00
4	Install Curb and Gutter	LF	\$22.00	1,040	\$22,880.00
BP 32B - SITE CONCRETE					\$225,202.71
1	Install Type 1 Concrete with Base	SF	\$10.92	587	\$6,410.04
2	Install Type 2 Concrete with Base	SF	\$12.82	2,626	\$33,665.32
3	Install Type 3 Concrete with Base	SF	\$10.92	2,937	\$32,072.04

4	Install Type 4 (4" thk) Concrete with Base	SF	\$9.02	7,833	\$70,653.66
5	Install Type 4 (4" thk) Concrete with Base including Turndown Curb	SF	\$9.97	3,605	\$35,941.85
6	Install Type 4 (6" thk) Concrete with Base	SF	\$9.97	940	\$9,371.80
7	NOT USED - Install "Match Existing" or Standard Concrete with Base	SF	\$6.17		\$0.00
8	Install truncated domes for ADA Ramps	SF	\$152.00	64	\$9,728.00
9	Light F1 footing	EA	\$332.50	8	\$2,660.00
10	Light F9 footing	EA	\$950.00	8	\$7,600.00
11	66 Sign footing and pad - complete	LS	\$3,800.00	1	\$3,800.00
12	Furnish and install ADA parking signs, including foundation	EA	\$237.50	5	\$1,187.50
13	Furnish and install Steel Pipe Bollard, including foundation and cover	EA	\$1,187.50	5	\$5,937.50
14	Electrical transformer pad	LS	\$6,175.00	1	\$6,175.00
BP 32C - LANDSCAPE AND IRRIGATION					
1	Renovate Fountain, excluding piping between pump room and center of water feature	LS	\$34,100.00	1	\$34,100.00
2	Prepare planting area, furnish and install landscaping, excluding sod and mulch (includes 20 trees and drinking fountain)	LS	\$173,770.00	1	\$173,770.00
3	Furnish and install mulch (includes 20 mulch rings)	SF	\$0.68	14,973	\$10,181.64
4	Furnish and install irrigation system	LS	\$54,000.00	1	\$54,000.00
5	Furnish and install Greenscreen including foundations, specified vines and planting bed preparation, excluding painting	LF	\$280.00	144	\$40,320.00
6	Furnish and install Concrete Edging, including foundations	LF	\$25.00	665	\$16,625.00

\$499,345.09

Added additional work

Changed "steel" edging to "concrete"

7	Furnish and install sod	SF	\$0.35	39,527	\$13,834.45
8	Furnish and install Dry Creek Bed, excluding french drain	LS	\$13,000.00	1	\$13,000.00
9	Furnish and install Sandstone Boulders including bedding and concrete for drainage way apron	Tons	\$250.00	275	\$68,750.00
10	NOT USED - Furnish and install out Sandstone Bench	EA	\$2,500.00		\$0.00
11	Furnish and install 4" thk Decomposed Granite	SF	\$4.00	4,191	\$16,764.00
12	Furnish and install Bicycle Rack, including foundations	LS	\$5,000.00	1	\$5,000.00
13	Furnish and install trash can with integrated Dog Waste station	EA	\$500.00	4	\$2,000.00
14	Lighted Sandstone Boulder Bench	EA	\$3,000.00	8	\$24,000.00
15	Additional Trash Cans (Installed)	ALLOW	\$1,000.00	7	\$7,000.00
16	Donor Wall Wrap at Restroom Building	ALLOW	\$20,000.00	1	\$20,000.00
Grand Total:					\$2,204,848.95



Signature: *Dale Copeland*
Dale Copeland, Mayor, City of Bartlesville

Tower Center Control Estimate v.5
11-Mar-20

Signature: *Justin Jones*
Justin Jones, President, Jonesplan LLC



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

**MINUTES OF THE
EMERGENCY MEETING
OF THE BARTLESVILLE
CITY COUNCIL
Wednesday, March 18, 2020
8:00 a.m.**

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

MINUTES

(Notice and Agenda posted at 5:00 p.m. on Thursday, March 7, 2020.)

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

City staff present were Mike Bailey, City Manager; Tommy Brown, Jason Muninger, City Clerk/CFO; Terry Lauritsen, Director of Water Utilities; Micah Siemers, Director of Engineering; Laura Sanders, Director of Human Resources; Shellie McGill, Director of the Public Library; Matt McCollough, Director of IT; SA Rick Silver; Police Chief Tracy Rolls; Fire Chief John Banks; Kelli Williams, Chief Communication; Deputy Police Chief Rocky Bevard, Security; and Elaine Banes, Executive Assistant.

- 1. Mayor Copeland called the Business Meeting of the Bartlesville City Council to order at 8:00 a.m.**
- 2. Roll call was conducted and a quorum established.**
- 3. Citizens to be heard.**

Chad Ellis thanked the City Council for their upcoming action, but requested more aggressive and prudent measure be taken to protect the community from COVID-19.

- 4. Discuss and take possible action to approve a resolution listing mitigation measures in response to the COVID-19 disaster declarations.**

Mr. Bailey reported that he and his staff have been researching Federal and State documents, as well as the World Health Organization and Centers for Disease Control guidelines for several days. A conference call with Governor Stitt was held on Monday, 3/16/20 as well. In addition, he and staff held a meeting with a representative from the Washington County Health Department yesterday, 3/17/20. Along with all of this research and input from various municipalities comparable in size to Bartlesville, the proposed resolution was developed. He reported that it is the City's primary focus to maintain continuity of the essential services provide such as water, wastewater, police, fire and sanitation. He also explained the importance of reducing exposure to City employees and first responders.

Mr. Bailey reviewed the resolutions as follows:

- Existing special event permits will be revoked and no further special event permits will be issued.
- Municipal Court will be suspended other than by teleconference where required. No further failure to appear warrants will be issued or served.
- All Code Enforcement hearings will be suspended.
- Public gatherings of greater than 50 people will not be allowed at any City owned or managed facility.
- Further utility cut-offs will be suspended. The city manager will be directed to reestablish service for any disconnected customer. Amounts due will not be forgiven.
- City owned pools will not be opened.
- The Bartlesville Public Library and History Museum will be closed to the public.
- All City board and committee meetings will be canceled except for City Council and all Authorities. Authorities will be encouraged to meet only when necessary.
- The use of City owned meeting rooms for public gatherings of any size is prohibited.
- In-person gatherings for social, spiritual and recreational purposes including, but not limited to, community, civic, public, leisure, faith-based or sporting events, parades, concerts, festivals, conventions, fundraisers and similar activities are strongly discouraged.
- Restaurants, bars and other privately-owned gathering places are highly encouraged to limit the number of patrons such that at least six feet of space is available to each person. Such facilities are further encouraged to provide enhanced “take out” and “delivery” options.
- Local gyms and exercise facilities are encouraged to discontinue all group activities and to significantly increase and enhance facility sanitation regiments.

He added that the following measures in the resolution will allow the city manager to take the following actions:

- Where practical, close portions of public facilities to the public and encourage the use of email, telephone and other remote methods of conducting business with the City.
- Modify work schedules and conditions as necessary to ensure business continuity and employee safety.
- Invoke special protocols to limit the risk of exposure for City employees.
- Establish procedures for certain employees to telecommute where practical.
- Provide paid admin leave for employees who have potentially been exposed to Covid-19 as per management developed policy.
- Establish mandatory disinfection protocols for all City facilities.
- Take other actions as necessary to preserve the health and safety of City employees.

- As needed and where prudent, utilize funding from the Capital Reserve Fund to purchase items necessary to facilitate these directions.

Mr. Bailey concluded his review of the proposed resolution stating that the measures will go into effect at 11:59 p.m. Wednesday, March 18, and will be reviewed and, if warranted, amended or renewed by the City Council during its regularly scheduled meeting on the first Monday of every month.

Discussion ensued covering how staff has been careful to ensure a measured approach so as not to feed into any panic or hardship for citizens; how the resolution actions are not over-reaching, but encourage the guidelines and recommendations already set forth by the CDC, the WHO and in accordance with the Oklahoma State Department of Health; how the resolution can be amended should a confirmed case of COVID-19 be found in Washington County; how limiting groups to 50 or less was determined by community type and comparable city information; how it is important to support local business while using the recommendations of the CDC; how the community should not binge shop and to avoid buying the WIC designated items if not a WIC qualified family; how important it is to check on elderly neighbors or those with health problems; and how important it is to not give in to fear. Vice Mayor Gentges pointed out that although Mr. Curd is not at the meeting, he has reviewed and approves the resolution.

Vice Mayor Gentges moved to approve the resolution as presented, seconded by Mr. Dorsey.

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

5. **There being no further business to address, Mayor Copeland adjourned the meeting at 8:30 a.m.**

Dale W. Copeland, Mayor

Jason Muninger, City Clerk/CFO



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

**SPECIAL MEETING OF THE
BARTLESVILLE CITY COUNCIL
Monday, March 23, 2020
at 7:00 p.m.**

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

MINUTES

(Notice and Agenda posted at 5:00 p.m. on Thursday, March 19, 2020.)

Council members present were Mayor Dale Copeland, Vice Mayor Alan Gentges, Councilmen Jim Curd, Jr., Trevor Dorsey and Paul Stuart.

City staff present were Mike Bailey, City Manager; Jess Kane, City Attorney; Jason Muninger, City Clerk/CFO; Police Chief Tracy Roles, Fire Chief John Banks, SA Rick Silver, Security; and Elaine Banes, Executive Assistant.

- 1. Mayor Copeland called the Business Meeting of the Bartlesville City Council to order at 7:00 p.m.**
- 2. Roll call was conducted and a quorum established.**
- 3. Mayor Copeland provided the invocation.**
- 4. Citizens to be heard.**

There were no citizens to be heard.

- 5. Discuss and take action to approve an Ordinance of the City of Bartlesville, Oklahoma, authorizing the rescheduling of an election in the City of Bartlesville, Oklahoma, originally called for April 7, 2020, pursuant to Ordinance No. 3521 of the City adopted on February 3, 2020, pertaining to the issuance of general obligation bonds of the City, with such election to be rescheduled for August 25, 2020, and ratifying and confirming Ordinance No. 3521 in all other respects; declaring an emergency; and containing other provisions related thereto.**

Mayor Copeland read the item in its entirety. He explained that due to the circumstances of the pandemic, the State Election Board has asked that April 7 elections be rescheduled to a later date. City staff and officials have determined that August 25, 2020 would be the best available date for the GO Bond Election.

Vice Mayor Gentges moved to adopt the Ordinance as presented, seconded by Mr. Stuart.

Ayes: Mr. Stuart, Mr. Dorsey, Mr. Curd, Vice Mayor Gentges, Mayor Copeland
Nays: None
Motion: Passed

Mr. Curd moved to declare an emergency as presented, seconded by Mr. Stuart.

Ayes: Mr. Dorsey, Mr. Curd, Vice Mayor Gentges, Mr. Stuart, Mayor Copeland
Nays: None
Motion: Passed

- 6. Discuss and take action to approve a Resolution authorizing the rescheduling of an election in the City of Bartlesville, Oklahoma, originally called for April 7, 2020, pursuant to Resolution No. 3586 of the City adopted on February 3, 2020, pertaining to the extension of a one-half of one percent sales tax, with such election to be rescheduled for August 25, 2020, and ratifying and confirming Resolution No. 3586 in all other respects; and containing other provisions related thereto.**

Mayor Copeland read the item in its entirety. He explained that due to the circumstances of the pandemic, the State Election Board has asked that April 7 elections be rescheduled to a later date. City staff and officials have determined that August 25, 2020 would be the best available date for the extension of the One-half of One Percent Sales Tax Election.

Mr. Dorsey moved to approve the resolution as presented, seconded by Mr. Stuart.

Ayes: Mr. Curd, Vice Mayor Gentges, Mr. Stuart, Mr. Dorsey, Mayor Copeland
Nays: None
Motion: Passed

7. City Manager and Staff Reports.

No reports at this time due to the desire to move on to the Emergency Meeting following this meeting.

8. City Council Comments and Inquiries.

Mr. Stuart stated his appreciation at scheduling these elections well in advance of the need for the funds in order to allow for contingency's such as the need to reschedule due to the pandemic occurring at this time. Mayor Copeland concurred.

- 9. There being no further business to address, Mayor Copeland adjourned the meeting at 7:09 p.m.**

Dale W. Copeland, Mayor

Jason Muninger, City Clerk



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

**NOTICE OF AN
EMERGENCY MEETING
OF THE BARTLESVILLE
CITY COUNCIL
Monday, March 23, 2020
Immediately following the Special
Meeting of the City Council
beginning at 7 p.m.**

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

MINUTES

(Notice and Agenda posted at 5:00 p.m. on Sunday, March 22, 2020.)

Council members present were Mayor Dale Copeland, Vice Mayor Alan Gentges, Councilmen Jim Curd, Jr., Trevor Dorsey and Paul Stuart.

City staff present were Mike Bailey, City Manager; Jess Kane, City Attorney; Jason Muninger, City Clerk/CFO; Police Chief Tracy Roles; Fire Chief John Banks; SA Rick Silver, Security; and Elaine Banes, Executive Assistant.

- 1. Mayor Copeland called the Business Meeting of the Bartlesville City Council to order at 7:08 p.m.**
- 2. Roll call was conducted and a quorum established.**
- 3. Citizens to be heard.**

James J. Hutchins, M.D., Gopal Chandrasekharan, MD, and Kyle Craig, MD spoke in favor of the emergency measures that the Council will be voting upon in this meeting. That each also offered insight as to the effects of the COVID-19 pandemic and offered their services to assist the City Council and the City during this time.

Mark Simms shared information about the service industry and concern about them possibly being closed.

- 4. Proclamation Declaring a State of Emergency related to the COVID-19 Virus by Mayor Dale W. Copeland.**

Mayor Copeland read his statement regarding the COVID-19 pandemic. He then read the proclamation declaring a State of Emergency in its entirety. He concluded that efforts to distribute information has been shared through every resource available. He encouraged citizens to sign up for City Beat to receive the most current information.

- 5. Discuss and take possible action to adopt an ordinance creating emergency measures related to the COVID-19 Pandemic; acknowledging the Mayor's Proclamation of Emergency 2020-01; and declaring an emergency. Presented by Mayor Copeland.**

Mayor Copeland read the item in its entirety. He reported that the ordinance is basically a restatement of the resolution approved on 3/18/20 with additions made to it to cover additional pertinent areas of need. He added that he has been in consultation with the doctors who appeared

this evening as well as with other experts in regard to the current pandemic situation, and stated his appreciation to all of them.

Vice Mayor Gentges moved to adopt the ordinance as presented, seconded by Mr. Curd.

Mr. Stuart asked to clarify Section 14 regarding minors in hair salons. It is acceptable that minors who need a hair cut be accompanied by an adult.

Vice Mayor Gentges asked Mr. Bailey to review closures and restrictions as set out in the ordinance. Mr. Bailey reviewed Section 11, 12, 13, 14 and 15 each individually. He added that Community Development employees will be delivering this information to all businesses starting in the morning. If businesses have questions, contact City Hall. He continued reporting that utility bill discounts will be provided if a business is affected by closures or restrictions, and that City Hall is closed to the public, but there is staff available to assist by phone.

Mr. Stuart inquired as to enforcement of this ordinance. Mr. Bailey said enforcement will be provided by our Code Enforcement office and the Bartlesville Police Department. Vice Mayor Gentges inquired about plumbers, carpenters, and exterminators. Mr. Bailey stated they are allowed to operate as normal, encouraging the use of common sense, and CDC policies and guidelines. Mr. Stuart inquired about Section 18 regarding willful exposure. Mr. Bailey stated that this section covers a law that is already a State Law. It was included as a reminder that willful exposure is enforceable and is a misdemeanor.

Mr. Curd inquired as to the status of city parks. Mr. Bailey reported that parks are open, although the playgrounds and restrooms are closed. When at the parks, continue to use social distancing. Discussion covered how public restrooms inside convenience stores would not be closed unless done so by the owner of the store.

Additionally, Mr. Bailey reviewed Section 19 and 20 beginning with the development of the Advisory Board in Section 19. He described the objectives of the Board, how the members are critical in advising the City and Council how to move forward during the pandemic, as well as to advise when the crisis is deemed to be over. He then reviewed Section 20 regarding authorizing the Bartlesville Development Authority to create a task force to study the economic impact of the pandemic. Mr. Curd wanted to emphasize that the task force will focus on current business retention, small business assistance, and a path to eventual economic recovery. He and the Mayor thanked the BDA President David Wood for leading this task force. Mr. Wood stated that the core development of this task force could be completed by the end of week. The Mayor stated that the Advisory Board will be formed as soon as possible as well. Mayor Copeland advised that both the Advisory Board and Task Force will fall under the Open Meeting Act, although Senate Bill 661 will be utilized wherever practical to teleconference the meetings. Teleconferencing of meetings, included the City Council meetings is covered in Section 8 of the ordinance. The requirement for Citizens to be Heard will be lifted from agendas at this time due to teleconferencing. The Mayor explained that this courtesy is not required by law although the City Council approves it as part of their conduct of meetings. He encouraged citizens to make their concerns heard through email and phone calls.

Mayor Copeland encouraged those businesses who are able to remain open to continue to keep a clean, sanitized business and remain cognizant of the health and welfare of their employees. Mr. Stuart concurred and reminded business owners about OSHA laws in place regarding pandemic situations.

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

6. Discuss and take action to vote on the emergency clause of the ordinance acted upon in Item 5 thereby authorizing the ordinance to become effective immediately. Presented by Mayor Copeland.

Mayor Copeland reported that in order for the ordinance to become effective immediately an emergency clause is required.

Mr. Curd moved to approve authorization of the emergency clause as presented, seconded by Mr. Dorsey.

Mr. Curd inquired as to the effective dates of the ordinance. Mr. Bailey confirmed that the ordinance will now go into effect immediately. Sections 11, 12, 13 and 14 go into effect at 5 p.m. March 24, 2020.

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

Mayor Copeland asked Dr. Craig to come forward and provide the State Health Departments phone number for cell phones which is 211. The COVID-19 hot line number is 1-877-215-8336.

7. There being no further business to conduct, Mayor Copeland adjourned the meeting at 8:00 p.m.

Dale W. Copeland, Mayor

Jason Muninger, City Clerk/CFO



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A resolution amending the budget of the City of Bartlesville, Oklahoma for Fiscal Year 2018-2019, appropriating Transfers for the CDBG Fund.

Attachments:

CDBG Transfer Budget Resolution

II. STAFF COMMENTS AND ANALYSIS

The City utilizes the CIP Sales Tax fund to provide the matching funds for CDBG projects. In FY 2018 the project was requisitioned entirely out of CIP Sales Tax. As we are closing out FY 2019 we need to reimburse CIP sales Tax for the portion that was to be paid out of the CDBG Fund.

III. RECOMMENDED ACTION

Staff recommends approval of resolution to appropriate this transfer of funds.

RESOLUTION _____

A RESOLUTION AMENDING THE BUDGET OF THE CITY OF BARTLESVILLE, OKLAHOMA FOR FISCAL YEAR 2018–2019, APPROPRIATING TRANSFERS IN THE CDBG FUND

WHEREAS, THE City of Bartlesville has received CDBG funding in the amount of \$144,068; and

WHEREAS, the CIP Sales Tax Fund funded this project, and

WHEREAS, the City of Bartlesville needs to appropriate \$144,068 in transfers of these revenues prior to their reimbursement to CIP Sales Tax Fund;

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

The Non-Departmental (000) of the CDBG Fund (467) shall be increased as follows:

Transfer Out CIP Sales Tax (59449)	\$ 144,068
------------------------------------	------------

APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 6th DAY OF APRIL, 2020.

Mayor

Attest:

City Clerk

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A resolution amending the budget of the City of Bartlesville, Oklahoma for Fiscal Year 2019-2020, appropriating unanticipated donation revenue for the Restricted Revenue Fund.

Attachments:

Donor Listing

Restricted Revenue Unanticipated Donation Revenue Budget Resolution

II. STAFF COMMENTS AND ANALYSIS

The Tower Center at Unity Square has been well supported by the community. The City has received to date \$654,813 in donations to help add amenities to this project. Of this amount, \$310,000 has already been appropriated. The City will need to appropriate the remaining \$344,813 prior to its being spent.

III. RECOMMENDED ACTION

Staff recommends approval of resolution to appropriate these unbudgeted funds.

Category	Company	Paid	
Banks	Arvest	\$10,000	
Banks	Truity	\$10,000	
Banks	American Heritage	\$5,000	
Corporate Neighbors	COP	\$100,000	
Corporate Neighbors	Ascension	\$10,000	
Corporate Neighbors	P66	\$100,000	
Corporate Neighbors	Cherokee Nation	\$10,000	
Corporate Neighbors	DSR	\$30,000	
Individuals	John and Joyce Bond	\$5,000	
Individuals	Dianna Molinari	\$5,000	
Individuals	Curd Family	\$5,000	
Foundations	Lyon Foundation	\$250,000	
Foundations	Parsons	\$100,000	
Community Organizations	LB/YP	\$10,000	
BCC		<u>\$ 4,813.00</u>	
		<u>\$654,813</u>	
		\$ 310,000.00	Previous budget amendment
		\$ 344,813.00	Proposed amendment

RESOLUTION _____

A RESOLUTION AMENDING THE BUDGET OF THE CITY OF BARTLESVILLE, OKLAHOMA FOR FISCAL YEAR 2019–2020, APPROPRIATING UNANTICIPATED DONATIONS IN THE RESTRICTED REVENUE FUND

WHEREAS, THE City of Bartlesville has received unbudgeted donations in the amount of \$344,813; and

WHEREAS, the City of Bartlesville needs to appropriate \$344,813 of these revenues prior to their expenditure;

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

The Park Dept (431) of the Restricted Revenue Fund (243) shall be increased as follows:

Other Improvements (55930)	\$ 344,813
----------------------------	------------

APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 6th DAY OF APRIL, 2020.

Mayor

Attest:

City Clerk

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approval of Amendment #1 to the professional service contract with Freese and Nichols, Inc. for design services on a 20-inch water line along Frank Phillips between Silver Lake and US 75

Attachments:

Contract Amendment #1

STAFF COMMENTS AND ANALYSIS

One of the capital projects approved last fiscal year through the Water Capital Reserve Fund was the replacement of a 16-inch and 10-inch water line with a 20-inch water line along Frank Phillips between Silver Lake and US 75 (an vicinity map of the project is shown on the following page). The overall budget for the project is \$1.65MM.

In September 2019, Council approved a professional service contract with Freese and Nichols for the design of the project. The original scope included design of improvements between Silver Lake and US 75. However, staff is looking to increase the scope of the project to include the replacement of the water line under US 75, which includes coordination and permitting with the Oklahoma Department of Transportation. The design fees for the additional work is \$13,435 and within the available budget for the project. The amendment is attached for your review.

RECOMMENDED ACTION

Staff recommends approval of amendment #1 to the professional service contract with Freese and Nichols.





PROFESSIONAL SERVICES AGREEMENT
TASK AUTHORIZATION

CITY OF BARTLESVILLE
401 S. Johnstone Avenue
Bartlesville, Oklahoma 74003

FNI PROJECT NO. BTO19576
CLIENT CONTRACT REFERENCE – N/A
DATE: 3/11/2020

Project Name: Frank Philips Water Line

Description of Services and Deliverables:

- Design approximately 140 LF of 20-inch water pipeline to be installed via underground bore across Hwy 75
- ODOT Permitting Coordination
- Traffic Control Plan

Amended Schedule:

Milestone	Number of Working Days
90% Design Plans, Specifications, and Construction Estimate	20 days after Notice to Proceed
100% Design Plans, Specifications, and Construction Estimate (Bid Set)	20 days after Receipt of 90% Comments or Owner Authorization

Compensation shall be amended as follows:

Task Description	Current Fee	Proposed Additional Effort
Basic Services (Lump Sum)	\$125,000	-
Additional Design Services (Lump Sum)		
Design Fee	-	\$ 9,475
Additional Survey	-	\$ 3,960
Geotechnical Design	-	\$ 710
Total Proposed Amendment		\$ 13,435
PROJECT TOTAL CHANGE	\$ 138,435	

Current Contract Amount: \$125,000.00

Amount of this Amendment: \$13,435.00

Revised Total Amount Authorized: \$138,435.00

The above described services shall proceed upon execution of this amendment. All other provisions, terms and conditions of the Professional Services Agreement which are not expressly amended shall remain in full force and effect.

FREESE AND NICHOLS, INC.

BY: _____

Print Name

TITLE: _____

DATE: _____

CITY OF BARTLESVILLE

BY: _____

Dale Copeland

Print Name

TITLE: Mayor _____

DATE: _____

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and approve a Subscription License Agreement between the City of Bartlesville/Bartlesville Public Library and Innovative for 1-Year hosting and maintenance of the Library's Polaris automation software.

Attachments:

Subscription License Agreement between Innovative and the City of Bartlesville/Bartlesville Public Library for the period of April 1, 2020 and April 1, 2021.

II. STAFF COMMENTS AND ANALYSIS

The original 5-Year contract between Innovative and the Bartlesville Public Library expired in May 2019. Now that a contract is not in place, the annual hosting subscription and maintenance of the Polaris automation software costs are rising. We were notified that this year's cost would be in excess of \$39,000.

After negotiation, Innovative has agreed to the lower subscription costs to \$32,022 with a signed 1-Year contract. They have also agreed to add several new software packages the Library does not have with our current system. The new software includes an easier interface for patrons and staff to use called LEAP, 5 Self-Check Licenses, a Children's Web Interface and the My Library App. These additional services will require training and installation on our system. The initial cost for training and installation was quoted at \$11,368. We negotiated this fee down to \$2,995. These agreements represent a \$4,000 reduction in our renewal while improving services.

Innovative has also committed to giving us a credit for services for any "overlap" in the current contract, approximately 30 days. Initiating the contract as of its signature will allow us to give staff working remotely tasks to configure for the new services:

My Library – New Library App
Express Check – New Self-Checkout Capabilities
Children's PAC – New tools for children
Community Profiles – Community Information Module

III. RECOMMENDED ACTION

Staff recommends City Council approval of this contract amendment to allow innovative to host library services for another year and for the library to obtain software updates and an app.

Statement of Work

This Statement of Work (the "SOW") dated April 1, 2020 is entered into pursuant to the Master Professional Services Agreement between Bartlesville Public Library ("Client") and Innovative Interfaces Incorporated ("Innovative") effective as of February 23, 2018 (the "Agreement"). Innovative and Client may each be referred to as "Party" from time to time or collectively as "Parties".

A. Purpose of this Statement of Work

The SOW provides an overview of the scope of the project and fees to complete the engagement based on Innovative's prior experience with similar projects and preliminary discussions with Client. The Client hereby acknowledges that the SOW is not meant to capture all detailed requirements but documents the high level requirements and implementation approach discussed and that additional detailed requirements discussions will be required to outline the full scope of work between the Parties.

B. Project Scope of Services

The Scope of the project includes the following set of professional services:

1) Online Training

Innovative will provide twelve (12) hours of online training to cover topics of System Administration, LEAP and Community Profiles.

2) Polaris Success Bundle Upgrade Service

a) The Client has requested that the following new features/modules be installed as part of their Success Bundle Upgrade:

- MyLibrary!
- Express Check
- Children's PAC
- Community Profiles

C. Innovative Services Team

The Services Team will have the following resources available in support of this project:

- 1) Project Manager: Project Managers have years of project management experience and have implemented library migrations for many libraries.
- 2) System Engineers: work with the Library on ILS setup and configuration as well as installations.
- 3) Training Consultant: Your consultant is selected based on their knowledge of the specific options that you will be implementing.

D. Client Implementation Team

- 1) Project Manager – Works directly with the Services Team Project Manager to ensure that risks are mitigated, appropriate communications is achieved and milestones are met. Works with Services Team Project Manager to coordinate work plans, schedules, and

teams' work. Will manage day-to-day operational aspects and ensure deliverables are met. Responsible for Project status reporting and Executive communications.

- 2) Librarian Lead – Works closely with Project Managers to ensure requirements are comprehensive and representative of the needs of the library. The Librarian Lead will coordinate with key members of the team as required.
- 3) Technical Lead - Will be responsible for assisting with Client responsibilities related to server access as well as any other system level duties required by Client

E. Implementation Assumptions

1. Timeline for the completion of this project will be established, through joint planning conversations between the Client and Innovative during the initial stage of the project.
2. Client will provide a technical point of contact who is able to provide, or coordinate access to, necessary information and library resources. This includes information related to server access, collecting and providing any prerequisite information required to support installation and configuration of software, and other needs that may arise during the project.
3. Client will have adequate resources available to ensure timely completion of any library tasks outlined in the project schedule.
4. In the event that the customer wishes to add a Success bundle feature/module not included in this Statement of Work, Services fees in effect at the time will apply.

F. Fees and Payment Terms

Fees for Services delivered under this SOW will be charged on a fixed price basis as set forth in the Innovative Pricing Exhibit EST-INC11665 attached herewith and are made in good faith based on the activities, approach, and assumptions contained within the SOW. Payment terms for this SOW are as set forth in the Professional Services Agreement. Any additional Change Requests will be performed at a blended rate of \$200 per hour for all resources. Additionally, Client is responsible for all reasonable out-of-pocket costs and expenses incurred during this SOW. Pricing assumes that deliverables in this Statement of Work are completed within six months or additional Services fees will apply.

IN WITNESS WHEREOF each party has caused this SOW to be executed by its duly authorized representatives.

AGREED:

Client	Innovative
Bartlesville Public Library	Innovative Interfaces Incorporated
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:



Pricing Exhibit

Innovative Interfaces Incorporated
1900 Powell St.
Suite 400
Emeryville CA 94608
United States

Date 3/31/2020
Quote # EST-INC11665

Payment Terms Net 30
Sales Rep Carrie Pearson
Technical Contact CU4948 Bartlesville Public Library :
Site Code BART1810
Expires 5/31/2020

Bill To

Bartlesville Public Library
600 South Johnstone
Bartlesville OK 74003
United States

Ship To

Bartlesville Public Library
600 South Johnstone
Bartlesville OK 74003
United States

Currency

US Dollar

Item	Item Category	Qty	Description	Options	Original Rate	Discounted Rate	Amount
Polaris Success Bundle Upgrade Services	Services	1	Express Check remote Installation, Children's PAC remote installation, MyLibrary! remote Installation, 2 days online training covering System Administration, Leap and Community Profiles.		1,913	1,197.00	1,197.00
Online Training	Training	12	Online Training online training to cover System Administration, Leap and Community Profiles		200	150.00	1,800.00

Total Fees US\$2,997.00

INNOVATIVE INTERFACES INCORPORATED
SUBSCRIPTION LICENSE AGREEMENT

This Subscription License Agreement ("License Agreement") is entered into by and between Innovative Interfaces Incorporated, a California corporation ("Innovative"), and the party identified as Client below ("Client"), as of the "Effective Date" also set forth below.

Client	Bartlesville Public Library
Address	600 South Johnstone Bartlesville, OK 74003
Customer No.	CU4948
Effective Date	April 1, 2020
Initial Term	12 Months

1. Definitions.

"Go-Live Date" means the Client's first use of the Software in a production environment.

"GTCs" means the Innovative Interfaces Incorporated Subscription License Agreement General Terms and Conditions in Exhibit B.

"Support Terms" means the Innovative Interfaces Incorporated Maintenance and Support Terms and Conditions in Exhibit C.

"Hosting Terms" means the Innovative Interfaces Incorporated Hosting Terms and Conditions in Exhibit D.

2. General. Innovative and Client agree that this License Agreement is a binding agreement between the parties and is governed by the GTCs, Support Terms and, if the attached Pricing Exhibit indicates that Client has purchased hosting services, then the Hosting Terms, all of which are made a part hereof. This License Agreement, the GTCs, Support Terms, Hosting Terms, if applicable, and all other exhibits, schedules and terms and conditions referenced by or in this License Agreement, the GTCs, Support Terms or Hosting Terms together constitute the "Agreement." Client acknowledges and agrees that it has had the opportunity to review the Agreement, including without limitation, the GTCs, Support Terms and Hosting Terms, prior to the execution of this License Agreement. Unless otherwise specified, capitalized terms in this License Agreement have the same meaning as those in the GTCs. This Agreement is governed by and interpreted in accordance with the internal substantive laws of the State of New York, without regard to any other laws that would require the application of the laws of another jurisdiction. Application of the U.N. Convention on Contracts for the International Sale of Goods is hereby excluded.

In consideration of Innovative's grant to Client of a subscription license to the Software as described within Exhibit A, Client acknowledges, and the parties agree, that contemporaneously with Client's first use of the Software identified in Exhibit A in a production environment, all other existing software subscription agreements and associated purchase orders between the parties ("Prior Subscription Agreement(s)"), will be deemed to be immediately terminated by the parties' mutual written agreement.

EXHIBITS TO LICENSE AGREEMENT

A	PRICING EXHIBIT
B	GENERAL TERMS AND CONDITIONS
C	MAINTENANCE AND SUPPORT TERMS AND CONDITIONS
D	HOSTING SERVICES TERMS AND CONDITIONS

In witness whereof, the parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

Client	Innovative
Bartlesville Public Library	Innovative Interfaces Incorporated
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Exhibit A

Pricing Exhibit

1. **Fees.** All Fees must be paid to Innovative within 30 days from the invoice date or as stated on the invoice if different.
2. **Term.** Subject to the early termination provisions set forth in the GTCs, this Agreement will be effective for an initial term of one (1) year following the Go-Live Date (the "Initial Term"). This Agreement will be automatically renewed for additional one (1) year terms (each, a "Renewal Term" and, together with the Initial Term, the "Term"), unless either party gives the other not less than ninety (90) days' prior written notice of its intent to terminate this Agreement effective as of the end of the then-current Term. Innovative will have the right to increase rates hereunder by a maximum percentage equivalent to 5% over the previous year.

[APPROVED SOFTWARE LICENSE QUOTE FOLLOWS THIS PAGE]

Pricing Exhibit

Page 1 of 2

Date 3/2/2020
Quote # EST-INC11509

Payment Terms Net 30
Overall Contract Term (Months) 36
Contract Start Date
Contract End Date
Sales Rep Carrie Pearson
Site Code BART1810
Expires 5/31/2020

Innovative Interfaces Incorporated
 1900 Powell St.
 Suite 400
 Emeryville CA 94608
 United States

Bill To

Bartlesville Public Library
 600 South Johnstone
 Bartlesville OK 74003
 United States

Ship To

Bartlesville Public Library
 600 South Johnstone
 Bartlesville OK 74003
 United States

Currency

US Dollar

Item	Item Category	Qty	Description	Options	Original Rate	Discounted ...	Amount
Polaris Success Bundle - Public	License - Term	1	Polaris Public Success Bundle Polaris is an integrated library system solution to manage physical and digital resources and library patron accounts. Combines library operational workflows with open architecture and APIs for integration with external systems. Cloud hosted solution with web interface. Supports staff tasks and patron access services. Public Success Bundle includes Core Bundle functionality and adds: eContent Integration, Carousel, Outreach, up to 10 SIP2 Licenses, Community Profiles, Staff-Facing eCommerce, Integration with 3rd Party Vendors, Mobile Patron App (MyLibrary!) & RESTful APIs.		30,000	16,167.5265	16,167.53
Polaris Multi-Tenant Hosting - US/APAC	License - Term	1	Multi-Tenant Cloud Hosting environment for Polaris in production enables libraries to eliminate the overhead of maintaining an on premise server for Polaris ILS. When Polaris is hosted, Innovative takes responsibility for release upgrades, backups, and system / environment maintenance & security updates. Includes Terminal services, PAC services, Reporting services, Screwdriver services		7,200	3,880.20636	3,880.21
Staff User Licenses	License - Term	20	The Polaris Staff Client is licensed software that allows the end user to access all of the Polaris functionality based on the permissions that are set in System Administration. This includes Circulation, Patron Services, Cataloging, Acquisitions, Serials, Utilities and System Admin. Additional License for additional Staff User License. A separate staff user license is required for each concurrent connection made from a staff client to the Polaris ILS server, including from Polaris Web Application (aka Leap).		8,000	215.56701998	4,311.34

Pricing Exhibit

Page 2 of 2

Date
Quote #

3/2/2020
EST-INC11509

Innovative Interfaces Incorporated
1900 Powell St.
Suite 400
Emeryville CA 94608
United States

Item	Item Category	Qty	Description	Options	Original Rate	Discounted ...	Amount
Polaris Telephone Services	License - Term	1	Reduce cost of staff time and materials with inbound and outbound calling services. Using real-time, fully- customizable notification of requests, cancellations, and overdue notices. Polaris Telephony Services also comes with a multi-lingual option for French Canadian and Spanish languages calls and prompts.	Incoming: 1 Outgoing: 1	2,000	1,077.83510...	1,077.84
Polaris Automatic Authority Control	License - Term	1	Subscription to Polaris Automatic Authority Control includes automatic download of authority records when no local match is found during cataloging of a new record, plus weekly updates to the library's authority file.		1,800	970.039998	970.04
Polaris Chilifresh Subscription	License - Term	1	Chilifresh reviews and cover art	Chilifresh Option: Review Engine		2,889.99999...	2,890.00
Polaris Novelist Select Subscription	License - Term	1	Novelist Select Subscription options enable libraries to display enriched content in their PAC. Options include series information, recommended similar titles and/or authors, recommended lists & articles, reader reviews & ratings, lexile information, and more. Can recommend relevant titles owned by / on shelf at library based on ISBN			2,725.04000...	2,725.04
Polaris Leap Web Application	License - Term	1	Polaris Web Application (aka Leap) is a responsive web app for staff access to the full suite of Polaris patron services capabilities in a browser. Enables libraries to transform public services workflows, reduce IT overhead, and deliver completely mobile patron services. Key capabilities include: check-in, check-out, and renew materials, register new patrons, update patron account, manage holds, mobile picklist, support for portable barcode scanner and receipt printer.			0.00	0.00

Total Fees US\$32,022.00

Exhibit B
Innovative Interfaces Incorporated
Subscription License Agreement
General Terms and Conditions

Unless otherwise specified, capitalized terms in these GTCs have the same meaning as those in the License Agreement.

1. Software License.

a. Subject to the terms and conditions of this Agreement, including without limitation Client's payment of all of the Fees (defined below) due hereunder, Innovative hereby grants to Client a limited, nonexclusive, non-sub-licensable, nontransferable license to use the components of its software applications, modules, and other products that are listed in the Pricing Exhibit to the License Agreement (collectively, the "Software"). The license granted in the preceding sentence will be for the duration of the term of this Agreement and will automatically expire upon the termination or expiration of this Agreement or as otherwise specified in this Agreement.

b. Client and, where applicable, its Authorized Users (defined below) may use the Software (including any Client Configurations) (i) only for the management of the library and for servicing its patrons (including permitting Authorized Users to search library catalogues), and not on an outsourced basis, as a service bureau, for resale, or similarly on behalf of or for the direct or indirect benefit of third parties, and (ii) only in accordance with the other terms of this Agreement. Client will be responsible for its Authorized Users' compliance with the terms hereof. Without limiting the foregoing, Client agrees that it and its Authorized Users will: (i) comply with all applicable laws regarding the transmission of data, including, without limitation, any applicable export control and data protection laws; and (ii) not use the Software for illegal purposes.

c. Subject to Section 11 (Client Configurations), other than Innovative, no one is permitted to copy, modify, reverse engineer, decompile, or disassemble the Software, create derivative works thereof, or separate the Software into its component files. All rights to the Software that are granted to Client in this Agreement are limited to the object code versions of the Software and in no event will Client be deemed to have any right, title or interest in the source code of the Software.

d. The Software may be used by the base number of Client's worldwide employees, third-party auditors, agents and contractors ("Authorized Users") set forth in the Pricing Exhibit to the License Agreement for such Software and such additional Authorized Users as may be hereafter identified to Innovative by Client for which Client pays the additional Fees referred to in Section 4(a) of this Agreement. Each Authorized User license is allocable to a single full-time user of the Software and may be transferred to another user only on a full-time basis. Authorized User license(s) may not be shared on a part time or concurrent user basis. For the avoidance of doubt, Client patrons do not fall within the restrictions of Authorized Users.

e. The license granted to Client pursuant to this Agreement will include, at no additional cost, a license to use all new scheduled major releases, service pack releases, and hot fixes of the Software offered generally by Innovative to its clients during the term of this Agreement (collectively, "New Releases"). "New Releases" do not include new or additional modules, applications or other software now or hereafter offered by Innovative, each of which require a separate license and payment of additional license fees. The term "Software" will be deemed to include New Releases. Additional fees at Innovative's then-prevailing professional service rates will apply for implementation of New Releases.

f. Innovative offers support for the Software in accordance with the Support Terms, the terms of which are incorporated by reference herein.

g. The license granted hereunder grants Client the right to use a single production instance (copy) of the Software and up to two (2) additional instances (copies) of the Software for non-production use at no additional charge. All copies of the Software are subject to the terms of this Agreement. Non-production use includes training, development, testing, quality assurance, staging or preproduction provided that the copies of the Software are not used in a production environment or as a backup to production. Except to the extent expressly set forth in a License Agreement, this license grant does not provide Client with any rights to hosting services.

h. If, during the Term of this Agreement, Innovative discontinues any Software, then Innovative will deliver to Client notice to such effect no less than twelve (12) months prior to the discontinuation of such Software and Client's annual Fees will be decreased a pro-rated amount equal to the annual line item Fees for that Software starting in the next years' annual invoice.

2. **Acceptance.** Following the execution of the Agreement by the parties, Innovative will deliver the Software, in its preconfigured, out-of-the box format, to Client (i) via the Internet, if Client has purchased hosting services from Innovative pursuant to the Hosting Terms or (ii) by making it available to Client to download via an FTP site or other mutually agreed upon method, if Client has not purchased hosting services from Innovative pursuant to the Hosting Terms. Client will be deemed to have accepted that the out-of-the box Software has been delivered upon initial download or receipt.

3. **Ownership.**

a. All Intellectual Property Rights (defined below) in the Software and also including, without limitation, all improvements, enhancements, modifications, Client-specific upgrades, or updates to the Software, developed by either party, solely or jointly (collectively, "Innovative Products"), will remain the exclusive, sole and absolute property of Innovative or the third parties from whom Innovative has obtained the right to use the Innovative Products. Intellectual property created by Innovative pursuant to this Agreement, or any other party at the request or direction of Innovative, will be owned by Innovative. "Intellectual Property Rights" means any and all intellectual property rights existing from time to time under any law or regulation, including without limitation, patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, or privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations of any of the foregoing, now or hereafter in force and effect worldwide. Client hereby assigns to Innovative all right, title and interest in any feedback and suggestions it provides to Innovative regarding the Software or other products commercialized by Innovative now or in the future. This Agreement does not convey to the Client any interest in or to the Innovative Products or any associated Intellectual Property Rights, but only a limited right to use the Software to the extent set forth in this Agreement, which right is terminable in accordance with the terms of this Agreement and is otherwise subject to the limitations, restrictions, and requirements contained herein. If Client configures or otherwise modifies the Software using an API licensed hereunder, Client will also have a license to use such configurations or modifications as part of the Software on the terms set forth in Section 1. Rights not expressly granted to the Client are hereby expressly reserved by Innovative.

b. For purpose of this Agreement, as between Innovative and Client, any Intellectual Property Rights in the Innovative Products to the extent owned by any third party will be and remain the exclusive property of such third party. The Software may include third-party software and products, which are described in the documentation and/or Specifications made available to Client by Innovative, and any third-party pass-through terms relating to such third-party software and products are identified therein (or by other mode of disclosure).

c. Except as expressly stated herein, Client will exclusively have and retain all right, title and interest, including all associated Intellectual Property Rights, in and to data that Client enters into the Software or disclosed by Client to Innovative in its performance hereunder ("Client Data"), and, as between Client and Innovative, such Client Data will remain the sole property of Client. Client hereby grants to Innovative a license to use Client Data (i) to process the Client Data pursuant to Client's business requirements, (ii) for maintenance and support of the Software, (iii) to collect and use aggregate, non-identifying and anonymized data, and (iv) for research and development purposes. Client acknowledges and agrees that it will have no rights in any products or services created or sold by Innovative or its affiliates that use any of the Client Data in the manner set forth in (iii) or (iv) of the preceding sentence. To the extent that applicable law requires any permissions or authorizations to have been obtained prior to submission of Client Data to Innovative (including without limitation from individuals to whom the data pertains), Client warrants and covenants that it (and its Authorized Users, as applicable) will have first obtained the same permissions or authorizations prior to transmitting such data to Innovative. Client will defend, indemnify and hold harmless Innovative in the event of any third-party claim arising from a breach of the aforesaid warranty and covenant.

4. **Fees; Expenses; Payment Terms.**

a. In consideration of receiving a limited license to use the Software, Client will pay the fees set forth in the Pricing Exhibit to the License Agreement (the "Fees") on the terms set forth therein. Initial invoicing under this Agreement will occur when the Software is initially delivered to Client per Section 2; subsequent renewal invoices will be sent to Client prior to the date such payment is due. Invoices for any Renewal Terms may be provided to

Client up to 90 days prior to the effective date of such Renewal Term. Client will notify Innovative in writing if Client hereafter requires additional Authorized Users or additional Software modules, and will pay the fees for such additional Authorized Users or additional Software modules in accordance with the terms set forth on the invoice for such fees. The Software may, from time to time, electronically transmit to Innovative reports verifying the type and number of Authorized Users, and Innovative may utilize license keys or other reasonable controls to enforce Authorized User license limitations. Client will cooperate with Innovative in all such efforts.

b. Fees for additional Third-Party Software, hardware and services are subject to change and will be quoted at the then current rate.

c. All Fees are exclusive of all taxes and similar fees now in force or enacted in the future or imposed on the delivery and license of the Software, all of which Client will be responsible for and will pay in full, other than taxes based on Innovative's net income. Client will provide Innovative its state issued Direct Pay Exemption Certificate (or equivalent certificate), if applicable, upon execution of this Agreement. In the event an applicable taxing authority, as a result of an audit or otherwise, assesses additional taxes for goods or services sold under this Agreement at any time, Client and not Innovative will be solely responsible for payment of such additional taxes and all costs associated with such assessment, including without limitation, interest, penalties and attorney's fees. Additionally, should Client be required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to Innovative hereunder, then the sum due to Innovative will be increased by the amount necessary to yield to Innovative an amount equal to the sum Innovative would have received had no withholdings or deductions been made.

d. Where this Agreement establishes a due date for a payment and/or a recurring method for payment, payment will be due and payable on such due date and/or according to the method specified. Other fees or expenses charged pursuant to this Agreement will be paid at the amounts set forth in the invoice within 30 (thirty) days of the date of the invoice. All amounts stated herein and all Fees determined hereunder are in U.S. Dollars, unless otherwise required by applicable law.

e. Any invoices not paid when due will accrue interest at the rate of 1% per month or the maximum rate permitted by law, whichever is greater.

5. Limited Warranty.

a. Innovative warrants, solely for the benefit of Client, that:

- i. It has the corporate power and authority to enter into this Agreement and to grant Client the license to the Software hereunder; and
- ii. The Software will conform in all material respects to the applicable technical documentation for the Software provided to Client by Innovative and expressly identified by Innovative as the specifications for the Software (collectively, the "Specifications").

b. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR (i) THE WARRANTIES EXPRESSLY STATED ABOVE IN THIS SECTION AND (ii) ANY WARRANTY, REPRESENTATION OR CONDITION TO THE EXTENT THE SAME CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, INNOVATIVE AND ITS LICENSORS, AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIM AND EXCLUDE ANY AND ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY OR UNDER STATUTE, COMMON LAW, CUSTOM, USAGE, COURSE OF PERFORMANCE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, INNOVATIVE AND ITS LICENSORS, AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS DO NOT WARRANT, AND EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, THAT THE SOFTWARE OR OTHER DELIVERABLES PROVIDED BY OR ON BEHALF OF INNOVATIVE WILL SATISFY CLIENT'S REQUIREMENTS OR THAT THEIR USE OR OPERATION WILL BE ERROR OR DEFECT-FREE OR UNINTERRUPTED OR AVAILABLE ON THE INTERNET, OR THAT ALL PRODUCT DEFECTS WILL BE CORRECTED. EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 5(a), THE SOFTWARE, INCLUDING ALL CONTENT, IS PROVIDED "AS IS," WITH ALL FAULTS AND WITHOUT ANY GUARANTEES REGARDING QUALITY, PERFORMANCE, SUITABILITY, TIMELINESS, SECURITY, DURABILITY,

INTEGRABILITY OR ACCURACY, AND CLIENT ACCEPTS THE ENTIRE RISK OF AND RESPONSIBILITY FOR SELECTION, USE, QUALITY, PERFORMANCE, SUITABILITY AND RESULTS OF USE THEREOF, INCLUDING ALL CONTENT GENERATED THROUGH USE THEREOF.

c. As the exclusive remedy of Client for a breach of the limited warranties set forth in Section 5, for any error or other defect for which Innovative is solely responsible, Innovative will, at its option, either (i) correct or repair the Software, or (ii) accept termination of this Agreement and refund the unused balance of any prepaid Fees for the Software, prorated for the period commencing on the date the error or defect was reported by Client to Innovative and continuing throughout the balance of the period to which such Fees apply. None of the above warranties or remedies in this Section 5 will apply with respect to any Software that has been damaged or modified by any party other than Innovative, or used in a manner for which the Software is not designed or intended.

6. **LIMITATIONS ON LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL INNOVATIVE BE LIABLE FOR LOST PROFITS OR OTHER INCIDENTAL OR CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES WHATSOEVER, EVEN IF INNOVATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF THEY WERE OTHERWISE FORESEEABLE. INNOVATIVE'S TOTAL LIABILITY FOR TORT, CONTRACT AND OTHER DAMAGES WILL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO INNOVATIVE BY CLIENT UNDER THIS AGREEMENT IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH A CLAIM IS FIRST ASSERTED AGAINST INNOVATIVE. INNOVATIVE WILL NOT BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST CLIENT BY ANY THIRD PARTY EXCEPT FOR THE INDEMNIFICATION SET FORTH IN SECTION 7. THESE LIMITATIONS OF LIABILITY WILL APPLY TO ALL CLAIMS AGAINST INNOVATIVE IN THE AGGREGATE (NOT PER INCIDENT) AND TOGETHER WITH THE DISCLAIMER OF WARRANTIES ABOVE WILL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THIS AGREEMENT.

7. **Indemnification.**

a. If a third party files a legal action in a court of competent jurisdiction against Client claiming the Software, as delivered to Client by Innovative, directly infringes such third party's U.S. copyright or U.S. patent, Innovative will defend Client against such legal action, provided that Client promptly notifies Innovative in writing of the legal action and fully cooperates with Innovative in the defense of such legal action. Innovative will also indemnify Client from all damages and out-of-pocket costs (including reasonable attorneys' fees) finally awarded by a court of competent jurisdiction in connection with any such legal action, or agreed to by Innovative in a settlement. Innovative will control all aspects of the defense and conduct the defense and any settlement negotiations in any such third-party legal action. This indemnification is limited to the Software in the form delivered to Client and does not cover claims arising from (x) modifications thereto not made by Innovative, or, even if by Innovative, at the request of Client; (y) use of the Software in combination with other software or items not provided by Innovative, or (z) third party modifications (including addition of source code) to the Software.

b. As the exclusive remedy of Client under the limited indemnity set forth in Section 7.a, if the use of the Software by Client is enjoined, Innovative will, at its sole option: (i) obtain for Client the right to continue to use the Software, (ii) modify the Software to remove the cause of the legal action, (iii) replace the Software at no additional charge to Client with a substantially similar, non-infringing product, which will then be subject to the provisions of this Agreement, or (iv) terminate this Agreement and refund to Client that portion of the Fees allocable to the infringing component of the Software, prorated for the period Client's use of the Software is enjoined. None of the above warranties or remedies will apply with respect to any element of the Software that has been modified by any party other than Innovative, or used in a manner for which the Software is not designed or intended. This Section states Innovative's entire liability and Client's exclusive remedies for infringement of intellectual property rights of any kind.

8. **Confidentiality.**

a. Client acknowledges that all documentation, audit reports, technical information, software, Specifications and other information pertaining to the Software, and/or Innovative's business interests or activities, product pricing, financial information, methods of operation or customers that are disclosed by any party to Client in the course of performing this Agreement or any ensuing business arrangement are the confidential and proprietary information of Innovative. Innovative acknowledges that Client Data and other proprietary Client materials are the confidential information of Client. The information and materials described in the preceding sentences is referred to herein as "Confidential Information." Notwithstanding the foregoing, the term "Confidential Information" does not include

information pertaining to a party if (i) such information is generally known to the public through no improper action or inaction by the other party, (ii) was, through no improper action or inaction by the other party, in the possession of the other party prior to the Effective Date, or (iii) rightly disclosed to the other party by a third party if such disclosure does not violate the terms of any confidentiality agreement or other restriction by which such third party may be bound.

b. All Confidential Information will be held in confidence and may not be copied, used or disclosed other than as set forth in this Agreement. Each party must take all reasonable efforts to protect the confidentiality of and prevent the unauthorized use of any such Confidential Information by any third party within such party's control. Each party may disclose Confidential Information (i) to the receiving party's employees and contractors required to have access to such Confidential Information for the purposes of performing this Agreement or using the Software, provided each party hereto notifies its employees and contractors accessing such Confidential Information of the confidentiality obligations in this Section 8; or (ii) if such disclosure is in response to a valid order of any court, statute, or other governmental body ("Order"), in which event, the disclosing party must use reasonable efforts to provide the other party with prior notice of such Order, to the extent legally permitted to do so and in accordance with the Order. Under no circumstances will Confidential Information received from Innovative be disclosed to any competitor of Innovative without Innovative's advance written permission.

c. Recognizing any improper use or disclosure of any Confidential Information by either party may cause the party whose Confidential Information is improperly used or disclosed irreparable damage for which other remedies may be inadequate, a party whose Confidential Information is improperly used or disclosed will have the right to petition for injunctive or other equitable relief from a court of competent jurisdiction as appropriate to prevent any unauthorized use or disclosure of such Confidential Information.

d. If the parties have previously executed a nondisclosure agreement ("NDA"), any Confidential Information exchanged pursuant to such NDA will remain confidential, and will as of the date of the execution of this Agreement be deemed Confidential Information within the meaning of this Agreement and also be governed by the terms hereof.

9. Term; Termination.

a. The term of the Agreement is set forth in the Pricing Exhibit to the License Agreement.

b. If either party hereto fails to perform or comply with any material term or condition of this Agreement, specifically including Client's failure to pay any Fees (such party being the "Breaching Party"), and such failure continues unremedied for 30 (thirty) days after receipt of written notice, the other party may terminate this Agreement. Notwithstanding the foregoing, if the Breaching Party has in good faith commenced to remedy such failure and such remedy cannot reasonably be completed within such 30-day period, then the Breaching Party will have an additional 30 (thirty) days to complete such remedy, after which period the other party may terminate this Agreement if such failure continues unremedied.

c. Client may terminate this Agreement at any time during the Initial Term effective as of the date of the next annual anniversary of the Effective Date if Client's budget (funding) is eliminated and Client provides written evidence to Innovative of the elimination of Client's budget (funding), such evidence to be in the form and substance reasonably requested by Innovative.

d. Except for a termination by Client pursuant to Section 9.b., and unless as otherwise set forth in this Agreement, upon any termination of this Agreement, all prepaid Fees will be nonrefundable and Client will be responsible for all Fees and expenses for the Software provided prior to and as of the date of termination. Any termination of this Agreement will not waive or otherwise adversely affect any other rights or remedies the terminating party may have under the terms of this Agreement. Upon termination of this Agreement, the rights and duties of the parties will terminate, other than the obligation of the Client to pay Fees and costs in accordance herewith, and the obligations of the parties pursuant to Section 1.c. (Software License), Section 3 (Ownership), Section 4 (Fees; Expenses; Payment Terms), Section 6 (Limitations on Liability), Section 7 (Indemnification), Section 8 (Confidentiality), Sections 9.d. and 9.e. (Termination), Section 11 (Client Configurations) and Section 13 (General). Within 30 (thirty) days of receipt of a written request following a termination of this Agreement, each party must return or destroy all Confidential Information of the other party, as requested in writing by the other party. Notwithstanding the foregoing, a party will not be obligated to destroy data containing Confidential Information of the other party when it would be commercially impracticable for the receiving party to do so (for example, when

Confidential Information is contained in e-mail stored on backup tapes or other archival media), but for so long as such receiving party is in possession of such Confidential Information of the other party, the terms of Section 8 (Confidentiality) hereof will continue to restrict the receiving party's use or disclosure of such Confidential Information. Neither party will be liable to the other for any termination or expiration of this Agreement in accordance with its terms.

e. Following termination of this Agreement, Innovative has no duty whatsoever to deliver to Client any parts of its programming, data model, or any other information regarding which Innovative claims a proprietary or Intellectual Property Right. To the extent that Innovative is requested to perform any services for Client in connection with the termination of this Agreement (including without limitation providing Client with a copy of Client Data in a commercially-standard format to be agreed upon by the Parties), such service will be performed pursuant to a written statement of work under a separate professional services agreement and paid for by Client, applying Innovative's then-current rates for daily/hourly work, as the case may be.

10. **Third Party Software.** The Software may contain third-party and/or "open source" code provided under third-party license agreements. The terms and conditions of such third-party license agreements will apply to such source code in lieu of these terms, where applicable, and Client is responsible for compliance therewith. A listing of certain third-party and/or open source code contained in the Software, the respective license terms applicable to such code, and certain related notices are included in the documentation and/or Specifications made available to Client by Innovative. Except as required for the authorized use of the Software as contemplated herein, Client may not use any name or trademark of any supplier of third party or open source code without such party's prior written authorization.

11. **Client Configurations.** Client will be permitted to use one or more application programming interfaces (APIs) made available by Innovative to configure the Software hereunder in accordance with the Specifications (such configurations or other modifications, "Client Configurations"). Client will not use any other API to modify or configure the Software. No API may be used to create any Client Configuration that, in whole or in part, mimics any material functionality of any software or service developed or marketed by Innovative or that would reasonably be deemed competitive to any software or service developed or marketed by Innovative if the Client Configuration were to be released to the public market. Innovative disclaims all representations and warranties, express or implied, regarding Client Configurations and assumes no liability whatsoever with respect to Client Configurations. Client agrees to indemnify and hold harmless Innovative from all damages and out-of-pocket costs (including reasonable attorney fees) for any third-party action based on a claim that any Client Configuration infringes a copyright or a patent, or constitutes an unlawful disclosure, use or misappropriation of another party's trade secrets.

12. **Back-Up Activities.** Except to the extent that Client purchases Innovative's hosting service or back-up services, Client has the sole responsibility for the maintenance and protection of all data input into the Software, including, without limitation, the making, storing and security of back-up and archive copies of such data and the Software (collectively "Back-Up Activities"), and Client acknowledges Innovative will not perform any Back-Up Activities for or on behalf of Client.

13. **Data Privacy.** Innovative follows industry standard privacy practices, available at <https://www.iii.com/services-privacy-policy/>.

14. **Security.** Innovative holds the internationally-recognized ISO 27001:2013 standard for its information security management system. Security and compliance is a shared responsibility between Innovative and the Client. Innovative operates, manages and controls the components from the host operating system layer to the networking layer, if Hosting is identified in the Pricing Exhibit. All physical security is managed by Innovative's hosting partner. The Client assumes shared responsibility and management of the Software. Client should take into consideration the Client Configurations and any third-party application they choose and their responsibility depending on any applicable laws and regulations. Innovative takes reasonable and appropriate administrative, technical and physical measures to protect the confidentiality, integrity and availability of Client's sensitive information.

15. **General.**

a. **No Waiver.** The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder will not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

- b. Independent Contractor. Client acknowledges that Innovative is at all times an independent contractor and that Client's relationship with Innovative is not one of principal and agent nor employer and employee. No Innovative personnel will be entitled to participate in any compensation or benefits plan of Client.
- c. Force Majeure. Neither party will be liable or responsible for any delay or failure in performance if such delay or failure is caused in whole or in part by fire, flood, explosion, power outage, war, strike, embargo, government regulation, civil or military authority, hurricanes, severe wind, rain, other acts of God, acts or omissions of carriers, third-party local exchange and long distance carriers, utilities, Internet service providers, transmitters, vandals, or hackers, or any other similar causes that may be beyond its control (a "Force Majeure Event").
- d. Notice. Any notice or communication required to be given by either party must be in writing and made by hand delivery, express delivery service, overnight courier, electronic mail, or fax, to the party receiving such communication. Unless otherwise instructed in writing, such notice will be sent to the parties at the addresses set forth on the first page of the License Agreement. All communications pursuant to this Section will be deemed delivered as follows: (a) upon receipt, if delivered personally or by a recognized express delivery or courier service; or (b) when electronically confirmed, if delivered by facsimile.
- e. Invalidity. Any provision of this Agreement which is invalid, illegal, or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal, or unenforceable in any other jurisdiction.
- f. Counterparts. This Agreement may be executed by the parties in separate counterparts by original, .pdf (or similar format for scanned copies of documents) or facsimile signature, each of which when so executed and delivered will be deemed an original, but all such counterparts will together constitute but one and the same instrument.
- g. Publicity. Except as provided in this Section, neither party will make any press release, public statement or other disclosure regarding the terms of this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, Innovative will have the right to issue public statements pertaining to the existence of the business relationship between Innovative and Client, including the right to limited use of Client's name, logo and other reasonable non-confidential information in press releases, web pages, advertisements, and other marketing materials.
- h. Assignment. Neither party has the power to assign, license, or sub-license any of its rights or obligations hereunder without the prior written consent of the other party, which will not be unreasonably withheld. Any assignment, license, or sub-license attempted without such consent will be void. Notwithstanding the foregoing, a party may assign this Agreement without the other party's consent (i) as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets or capital stock; or (ii) to an Affiliate of such party provided that any such assignment will not release the assigning party from its obligations under this Agreement.
- i. Waiver of Jury Trial; Governing Language. EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE OR LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF. This Agreement and all proceedings hereunder will be conducted in the English language; any translation of this Agreement into another language will be for convenience only but will not modify the meaning hereof. Only a written instrument duly executed by both parties may modify this Agreement.
- j. Entire Agreement. This Agreement contains the entire understanding of the parties, and supersedes all prior agreements and understandings relating to the subject matter hereof, provided that nothing herein will diminish or affect any separate services agreement or statement(s) of work issued thereunder. The parties represent that they are sophisticated commercial entities, have had the opportunity to consult with their own counsel, and have included in this Agreement all terms material to the parties' rights and obligations with respect to the subject matter hereof and intend this document to be the final expression of their contractual intent. The parties further represent and acknowledge that communications exchanged between the parties during contract negotiation (including, without limitation, requests for proposal ("RFPs") and Innovative's responses to such RFPs; questionnaires and responses to same, quotes) do not constitute a part of this Agreement. Purchase orders, work orders or other such documents submitted by Client will be for Client's internal administrative purposes only and the terms and conditions contained in any such purchase order, work order or other such document will have no force or effect and will not amend or modify this Agreement. In the event of any inconsistencies or conflicts among the GTCs, a License

Agreement or any other exhibits or schedules referenced by these GTCs, the following order of priority will control:
1. License Agreement, 2. GTCs and 3. any other terms, agreements, exhibits or schedules included in, or referenced by the Agreement.

Exhibit C
Innovative Interfaces Incorporated
Maintenance and Support
Terms and Conditions

These Maintenance and Support Terms and Conditions ("Support Terms") apply to the License Agreement. Unless otherwise specified, capitalized terms in these Support Terms have the same meaning as those in the GTCs. The terms set forth herein supplement, but do not replace or modify, the GTCs.

1. **Maintenance and Support.** Innovative will offer maintenance and support on the terms set forth herein ("Maintenance and Support") for the latest generally available version of the Software and for certain earlier versions in accordance with Innovative's support policy. Standard Maintenance and Support is included with the price for the annual license set forth in the License Agreement.

2. **Error Response.** Error descriptions (each an "Error"), the Error severity levels and corresponding targeted response time per level are each described in the table below. The Targeted Response Times in the table below identify the response times that Innovative will target for the corresponding Error, however, such Targeted Response Times are not guaranteed.

Severity	Description	Target Response Time
One - Site Down	A major component of the software is in a non-responsive state and severely affects library productivity or operations. A high impact problem that affects the entire library system. Widespread system availability, production system is down	1 hour
Two – Critical	Any component failure or loss of functionality not covered in Severity 1 that is hindering operations, such as, but not limited to: excessively slow response time, functionality degradation; error messages; backup problems; or issues affecting the use of the module or the data	2 hours
Three - High	Lesser issues, questions, or items that minimally impact the work flow or require a work around	2 business days; excludes holidays and weekends
Four – Routine	Issues, questions, or items that don't impact the work flow. Issues that can easily be scheduled such as an upgrade or patch	4 business days; excludes holidays and weekends

3. **Error Reporting and Diagnosis.**

a. Client must designate a representative as the contact that will report Errors to Innovative and be Innovative's primary contact for the provision of Maintenance and Support pursuant to the terms of this Agreement (such representative is referred to herein as the "Client Contact"). When a Client Contact reports an Error, Innovative will use commercially reasonable efforts to diagnose the root cause of the Error ("Diagnosis"). Upon completing the Diagnosis, each Error will be classified as either a "Warranty Error" or a "Non-Warranty Error" pursuant to Section 3.b. below. Innovative will use commercially reasonable efforts to diagnose and repair both Warranty and Non-Warranty Errors as described below.

b. "Warranty Errors" are all Errors that do not qualify as Non-Warranty Errors. "Non-Warranty Errors" are Errors resulting from any of the following causes: (i) misuse, improper use, alteration or damage of the Software; (ii) operator error; (iii) incorrect data entry by Client; (iv) third-party software not part of the Software; (v) errors and/or limitations attributable to Client environment; (vi) Client's failure to incorporate any New Release previously provided to it by Innovative which corrects such Error; (vii) modification of the Software performed by Client; and (viii) technical consulting services provided by Innovative at Client's request (e.g., change orders, integration development, or configuration design and implementation), unless Client notifies Innovative of such technical

consulting services problem within the applicable warranty period set forth in the governing statement of work, change order or agreement. Client acknowledges that the Software is intended for use only with the software and hardware described in the Specifications provided by Innovative from time to time, and Client will be solely responsible for its adherence thereto.

c. If the Client is hosting their Software, the Client must provide direct network internet access to the Software, including any firewalls. Innovative requires such access to correct Software bugs and carry out modifications of the Software for the purpose of maintaining the Software.

4. Complimentary and Chargeable Support. Innovative will respond to all reported Errors pursuant to Section 2 above and will use commercially reasonable efforts to resolve Warranty Errors at no additional charge if Client has purchased and is current on its payment for Maintenance and Support; however, Innovative may charge Client for such effort with respect to Non-Warranty Errors according to the following process: (i) When the Client Contact reports any Error, prior to commencing the Diagnosis for the Error, Innovative will notify the Client Contact that the Diagnosis and repair effort will be at no charge to Client unless the reported Error is determined to be a Non-Warranty Error, in which case only the first two hours of Diagnosis will be at no charge; and (ii) Innovative will then commence the Diagnosis unless instructed otherwise by the Client Contact. If more than two hours are required for the Diagnosis of Non-Warranty Errors, then such additional Diagnosis hours will be charged to Client at Innovative's then-current rate for technical services. Once the Diagnosis is complete, the Client Contact will be given the option of having Innovative proceed with repairing the Non-Warranty Error, and, if so requested, Innovative will provide an estimate of the total cost for such effort. If agreed to by the Client Contact, Innovative will undertake to repair the Non-Warranty Error and charge Client for the associated technical services performed.

5. Ticket Management and Escalation. Innovative manages all reported issues using a ticket management system, and provides an Internet portal for Clients to report issues. Clients may review the status of issues reported online. When an Error is either unresolved or not resolved in a timely fashion, the Client should contact Innovative representatives pursuant to Innovative's escalation policy made available on Innovative's Internet portal.

Exhibit D
Innovative Interfaces Incorporated
Hosting Services
Terms and Conditions

These Hosting Services Terms and Conditions ("Hosting Terms") apply to the License Agreement if, and only to the extent that, Hosting Services are identified on the Pricing Exhibit to the License Agreement as a purchased service. Unless otherwise specified, capitalized terms in these Hosting Terms have the same meaning as those in the GTCs. The terms set forth herein supplement, but do not replace or modify, the GTCs.

1. Hosting Services. The following terms apply for all purposes to Client's license to and use of the Software under the Agreement.

2. Hosting Solution. Innovative offers clients a standard cloud-based hosting option (the "Standard Plan"). The table below sets forth the features of the Standard Plan. This option provides industry-leading security and monitoring at a SOC 1/SOC 2 Type 2/ISO 27001-audited datacenter by a top-tier cloud hosting provider (the "Hosting Provider"), with the flexibility to meet clients' data storage, data recovery, and information security policy requirements. To meet clients' global hosting needs, Innovative offers hosting options in datacenters located in the United States, Ireland, Australia and the Asia-Pacific region, however, Innovative reserves the right to increase, decrease and/or relocate its datacenters at anytime.

Feature	Standard
24x7 infrastructure monitoring	✓
Dedicated production environment	✓
99.9% guaranteed infrastructure uptime**	✓
Dedicated public IP address and custom URL	✓
Operating system installation and management	✓
Library software installation and upgrades	✓
Data backups	Daily
Archive data backup retention	30 days

3. Hosting Solution System Configuration. The hosting systems are configured to meet the solution requirements as per the Hosting Terms set forth on the Pricing Exhibit to the License Agreement.

4. Security Controls.

a. Generally. Subject to the terms of the Agreement, Innovative implements industry-recognized best practices to prevent the unintended or malicious loss, destruction or alteration of Client's data resident in the Software.

b. Access Control. Highly available redundant firewall and edge routers are configured to control access to hosted systems

c. Network Systems Audit Logging. All firewall logon activity and password changes are logged, monitored, controlled and audited. All intrusion detection and firewall log monitoring is done through services provided by Innovative and those pertinent log files and configuration files are retained for ninety (90) days and can be made available upon request for audit and problem resolution, as may be required.

d. Network Monitoring. All network systems and servers are monitored 24/7/365. Innovative will monitor its systems for security breaches, violations and suspicious (questionable) activity. This includes suspicious external activity (including, without limitation, unauthorized probes, scans or break-in attempts) and suspicious internal activity (including, without limitation, unauthorized system administrator access, unauthorized changes to its system or network, system or network misuse or program information theft or mishandling). Innovative will notify Client as soon as reasonably possible of any known security breaches or suspicious

activities involving Client's production data or environment, including, without limitation, unauthorized access and service attacks, e.g., denial of service attacks.

e. Security Audits. Client may perform audits of Innovative's security best practices. Innovative will share various security audit reports, within reason, as requested by Client.

f. Information Security Auditing/Compliance. Innovative's hosting providers undergo SOC 1/SOC 2 Type 2/ISO 27001 audits each year by independent third-party audit firms.

g. ****The 99.9% guaranteed infrastructure uptime is subject to the following Service Level Agreement (SLA):**

i. Hours of operation/exclusive remedy for service unavailability. Innovative offers a monthly infrastructure uptime target of 99.9% of Scheduled Up-Time to Client. Scheduled Up-Time means all of the time in a month that is not Scheduled Downtime or Third Party Unavailability. In the event that Innovative fails to provide Client with 99.9% infrastructure uptime for three consecutive months, Client will be entitled to receive a credit equal to the prorated amount of the Fees for the period in which Innovative failed to provide such infrastructure uptime during such months upon receipt of written notice from Client. The remedies set forth in this Paragraph (i) are the exclusive remedies of the Client for Innovative's failure to provide Client with 99.9% infrastructure uptime.

ii. Scheduled Downtime. Scheduled Downtime means the period of time which Innovative or the Hosting Provider, conduct periodic scheduled system maintenance and release updates for which Innovative will provide the Client with advance notice. Innovative will make commercially reasonable efforts to provide Client notice of scheduled system maintenance 48 hours in advance and notice of release updates three weeks in advance.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and approve a contract between the City of Bartlesville/Bartlesville Public Library and BTC Broadband to temporarily increase the bandwidth of the Library's internet connection to 250 mbps.

Attachments:

Month-to-Month Contract between BTC Broadband and the City of Bartlesville/Bartlesville Public Library.

II. STAFF COMMENTS AND ANALYSIS

Due to the necessary operational changes made due to the COVID-19 pandemic, the City's IT Department and the Library are requesting this emergency change to temporarily increase our bandwidth from 100 mbps to 250 mbps. Currently, 90% of the Library staff are now working from home and will continue to do so until it is safe to return to normal operations. This increase will help staff work from home without internet wireless interruption.

Since the Library is eligible and receives e-rate monies, this temporary increase is available at no charge. It will be funded by both federal and e-rate monies. BTC Broadband will file the appropriate forms with the participating agencies to be reimbursed for these charges.

III. RECOMMENDED ACTION

Staff recommends City Council approval of this contract.

Fiber Optic Network



Business Services Agreement

11134 S Memorial, Bixby, OK 74008

401 S Dewey, Bartlesville, OK 74003

BTC Broadband Spin #: 143031484

Scott Boultinghouse, BTC Broadband

Phone: 918.366.0227

Fax: 918.364.3022

COVID-19 EMERGENCY CHANGE REQUEST

Customer Information

Legal Company Name: Bartlesville Public Library

Street Address: 600 S Johnstone Ave

City/State/Zip: Bartlesville, OK 74003

Billing Address: Same

City/State/Zip:

Federal Tax ID: 73-6005079

Authorized Customer Contact Information

Name: Denise Goff

Telephone: (918) 338-4161

Email Address: dcgoff@cityofbartlesville.org

Fax:

BTC Acct. No.: 318348

BTC Services: Category 1 Internet Services

Qty	Product	Description	Term (Months)	Monthly Recurring	Non Recurring	Total Monthly Recurring
1		Fiber Optic Internet - 250 Mbps*	MTM	\$1,250.00	\$0.00	\$1,250.00

**This is a month-to-month upgrade allowed in response to COVID-19 subject to the approval by OUSF. These approvals will be on a temporary bases until such time as the pandemic emergency status has been lifted.*

Total: \$0.00 \$1,250.00

Terms & Conditions

Thank you for choosing BTC Broadband. This Order Confirmation sets forth certain specific terms regarding the Services that you agreed to receive. Additional Terms and Conditions regarding your obligations, BTC's obligations, and use of the Services are set forth in the BTC Terms and Conditions available at <http://www.btcbbroadband.com> and are incorporated as part of your Agreement. Please read the BTC Terms and Conditions carefully. Unless specially indicated herein, if this Order Confirmation reflects a change or addition to existing Services, this Order Confirmation supersedes any existing Order Confirmation. The term of your Agreement commences on the earlier of either (i) the installation date, or (ii) 30 days after delivery of the applicable facility and/or Equipment to the Premises. See additional Terms and Conditions attached.

Customer Authorized Signature:

BTC Authorized Signature:

Printed Name:

BTC Name:

Title:

Title:

Date:

Date:

Unleash the benefits of fiber-optics for your business



918-366-8000 | 11134 S Memorial Drive | BTCBroadband.com





BOB ANTHONY
Commissioner

TODD HIETT
Commissioner

DANA MURPHY
Commissioner

Oklahoma Corporation Commission

www.occeweb.com

CHANGE REQUEST FOR CONTINUED FUNDING FROM THE OKLAHOMA UNIVERSAL SERVICE FUND DUE TO CHANGES ASSOCIATED WITH COVID-19 RESPONSE

Effective March 25, 2020

Please complete this form and return it. Attachments requested should be sent as soon as available. Please send initial request for increase to brandy.wreath@occ.ok.gov and to OUSF@occ.ok.gov in order to receive quick approval of the requested change. Submissions will be reviewed, and a response sent, upon receipt. After completing its review, PUD will send notice of approval by email. In the event a request is found to be unreasonable, PUD will immediately contact the service provider and beneficiary by phone and/or email to review and resolve any issues with the reasonableness of the request. For changes that are not made resulting from the COVID-19 pandemic, please use the Change Request for Continued Funding from the Oklahoma Universal Service Fund, effective July 1, 2018. These approvals will be on a temporary bases until such time as the pandemic emergency status has been lifted.

SECTION 1: COVID-19 CHANGE REQUEST

Please confirm whether the below change is submitted due to the COVID-19 pandemic. ☒ YES ☐ NO

SECTION 2: SERVICE PROVIDER INFORMATION

Name of service provider:

BTC Broadband

Change Request Form Date:

4/1/2020

SECTION 3: OUSF BENEFICIARY INFORMATION

Type of eligible beneficiary:

ERATE - Library

Eligible beneficiary name:

Bartlesville Public Library

Eligible beneficiary contact: Please include the address, telephone number with area code, and email address.

600 S Johnstone Ave
Bartlesville, OK 74003
(918) 338-4161
dcgoff@cityofbartlesville.org

SECTION 4: CHANGE REQUEST

Please describe all changes to the service(s) including the circuit ID, bandwidth and OUSF eligible invoice amount. Please provide an attachment if the request is for multiple circuits.

Prior to change**Bandwidth:**

100 Mbps

Circuit ID:

BAR00P00014

Invoice Amount:

\$950.00

After change**Bandwidth:**

250 Mbps

Circuit ID:

BAR00P00014

Invoice amount:

\$1250.00

SECTION 5: REQUIRED ATTACHMENTS

Attachment 1 – Please provide of the invoice containing the effective date of the change as soon as possible. Not required for initial approval but no later than 1 week prior to the first request for reimbursement.

Attachment 2 – Please provide a copy of the contract, agreement, or service order, which governs the changed service as soon as possible but no later than 1 week prior to the first request for reimbursement.

SECTION 6: OPTIONAL COMMENTS

Denise Goff at the Bartlesville Library has requested a bandwidth upgrade during the COVID-19 emergency with the expectation that the Library's bandwidth resources will be strained due to increased remote access by the public and faculty.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approval to declare the Wastewater Maintenance CCTV camera system surplus and authorize the disposal of said system.

Attachments:

None

STAFF COMMENTS AND ANALYSIS

One of the capital projects approved this fiscal year through the Wastewater Capital Reserve Fund is to replace the sewer camera system utilized to CCTV inspect sewer lines. The existing camera system is over 12 years old, and not compatible with the replacement system. The trade in value of this camera system is \$15,000 and requires Council approval to declare it as surplus to sell the system. If approved, the camera system will be purchased by the vendor of the new camera system, Key Equipment, to be sold as parts to other clients in the northeast.

RECOMMENDED ACTION

Staff recommends approval to declare the CCTV camera system surplus and authorize disposal.



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Receipt of Interim Financials for the Eight months ending February 29, 2020.

Attachments:

Interim Financials for February 29, 2020

II. STAFF COMMENTS AND ANALYSIS

Staff has prepared the condensed Interim Financial Statements for February 2020; these should provide sufficient information for the City Council to perform its fiduciary responsibility. All supplementary, detailed information is available for the Council's use at any time upon request. All information is subject to change pending audit.

III. RECOMMENDED ACTION

Staff recommends the approval the Interim Financials for February 29, 2020.



**REPORT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCES**

For The Eight Months Ended February 29, 2020

CITY COUNCIL

Ward 1 - Dale Copeland, Mayor

Ward 2 - Paul Stuart

Ward 3 - Jim Curd

Ward 4 - Alan Gentges, Vice Mayor

Ward 5 - Trevor Dorsey

City Manager
Mike Bailey

Prepared by:

Jason Muninger
Finance Director

Alicia Shelton
Accountant

Meghan Snead
Accountant

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EXPENDITURE BUDGET STATUS

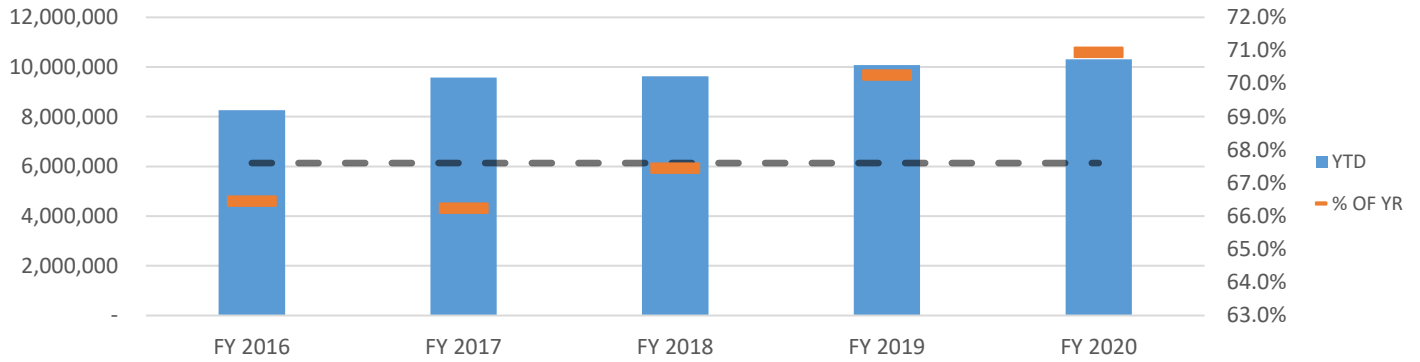
CHANGE IN FUND BALANCE

EXPLANATORY MEMO

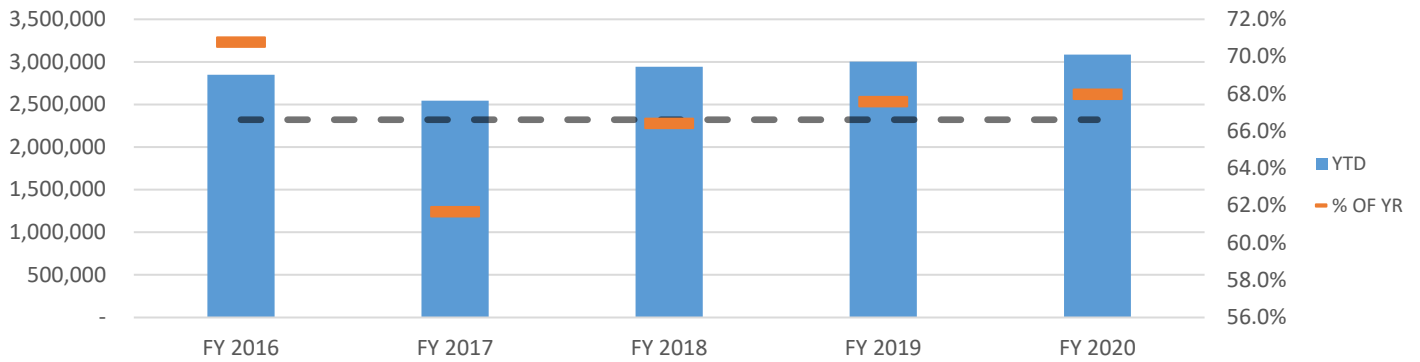
FINANCIAL STATEMENT REVENUE HIGHLIGHTS

(Dashed line represents average percent of year for 4 preceding fiscal years)

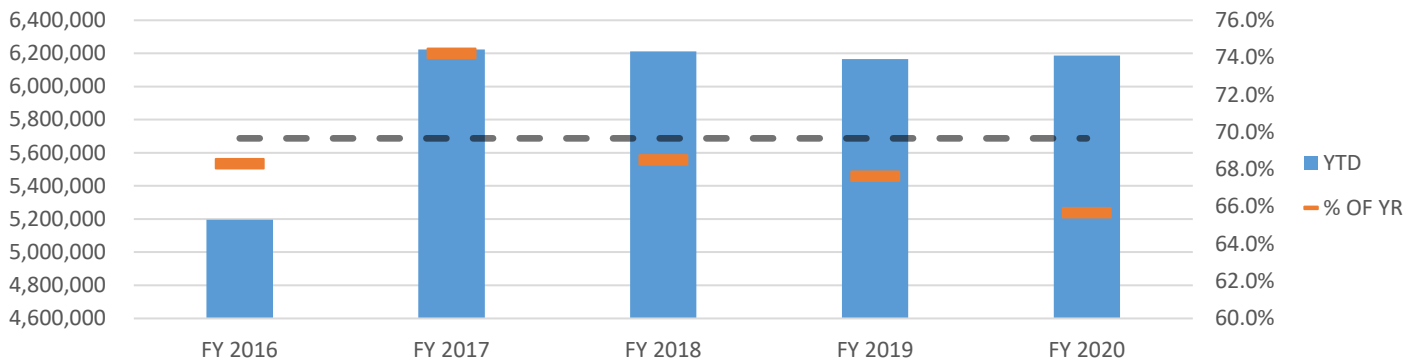
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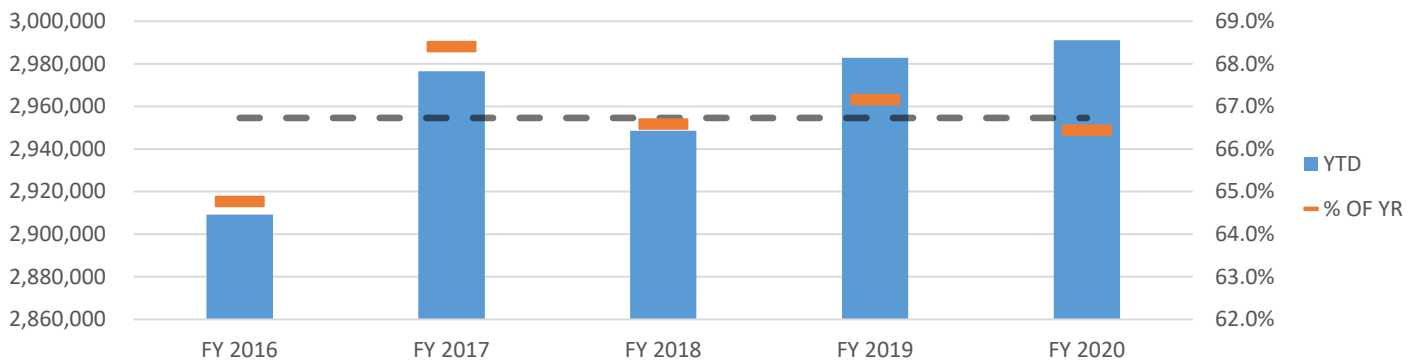
WASTEWATER FEES



WATER FEES



SANITATION FEES



GENERAL FUND
Statement of Revenue, Expenditures, and Changes in Fund Balances

67% of Year Lapsed

	2019-20 Fiscal Year						2018-19 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total	% of Budget	YTD Total	% Total Year
Revenue:								
Sales Tax	\$ 14,540,934	\$ 9,693,956	\$ 10,241,789	\$ -	\$ 10,241,789	70.4%	\$ 9,943,517	68.0%
Gross Receipt Tax	1,449,600	966,400	954,935	-	954,935	65.9%	979,153	69.1%
Licenses and Permits	231,100	154,067	185,082	-	185,082	80.1%	151,537	60.2%
Intergovernmental	637,800	425,200	490,477	-	490,477	76.9%	412,393	65.9%
Charges for Services	437,700	291,800	304,619	-	304,619	69.6%	308,674	62.1%
Court Costs	114,500	76,333	119,752	-	119,752	104.6%	74,052	62.3%
Police/Traffic Fines	626,400	417,600	387,445	-	387,445	61.9%	302,390	64.9%
Parking Fines	88,200	58,800	48,210	-	48,210	54.7%	53,255	65.9%
Other Fines	69,200	46,133	57,747	-	57,747	83.4%	43,392	108.4%
Investment Income	100,000	66,667	66,667	-	66,667	66.7%	56,950	60.9%
Miscellaneous Income	251,200	167,467	261,136	-	261,136	104.0%	323,924	85.3%
Transfers In	4,553,111	3,035,407	3,035,411	-	3,035,411	66.7%	2,842,406	66.7%
Total	\$ 23,099,745	\$ 15,399,830	\$ 16,153,270	\$ -	\$ 16,153,270	69.9%	\$ 15,491,643	67.8%
Expenditures:								
General Government	\$ 6,452,546	\$ 4,301,697	\$ 4,267,016	\$ 342,722	\$ 4,609,738	71.4%	\$ 4,348,551	73.5%
Public Safety	11,923,359	7,948,906	8,293,612	96,303	8,389,915	70.4%	7,469,868	66.2%
Street	1,515,509	1,010,339	977,743	(64,520)	913,223	60.3%	905,948	63.0%
Culture and Recreation	2,881,678	1,921,119	1,871,251	23,471	1,894,722	65.8%	1,734,609	65.1%
Transfers Out	1,666,073	1,110,715	1,110,725	-	1,110,725	66.7%	925,114	66.7%
Reserves	1,061,685	707,790	-	-	-	0.0%	-	N.A.
Total	\$ 25,500,850	\$ 17,000,566	\$ 16,520,347	\$ 397,976	\$ 16,918,323	66.3%	\$ 15,384,090	67.8%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 1,964,103					
Net Revenue (Expense)			(367,077)					
Ending Fund Balance			\$ 1,597,026					

COMBINED WASTEWATER OPERATING & BMA WASTEWATER FUNDS
Statement of Revenue, Expenditures, and Changes in Fund Balances

67% of Year Lapsed

	2018-19 Fiscal Year						2017-18 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total	% of Budget	YTD Total	% Total Year
Revenue:								
Wastewater Fees	\$ 4,543,198	\$ 3,028,799	\$ 3,088,539	\$ -	\$ 3,088,539	68.0%	\$ 3,005,868	67.9%
Investment Income	-	-	-	-	-	N.A.	-	N.A.
Debt Proceeds	-	-	-	-	-	N.A.	-	N.A.
Miscellaneous	30,400	20,267	57,994	-	57,994	190.8%	34,573	100.9%
Total	\$ 4,573,598	\$ 3,049,066	\$ 3,146,533	\$ -	\$ 3,146,533	68.8%	\$ 3,040,441	68.2%
Expenditures:								
Wastewater Plant	\$ 2,425,664	\$ 1,617,109	\$ 1,440,959	\$ 984,612	\$ 2,425,571	100.0%	\$ 2,568,437	98.8%
Wastewater Maint	732,193	488,129	439,698	(6,744)	432,954	59.1%	447,398	63.7%
BMA Expenses	29,500	19,667	28,292	-	28,292	95.9%	28,430	99.3%
Transfers Out	1,345,686	897,124	897,130	-	897,130	66.7%	834,300	66.7%
Reserves	74,079	49,386	-	-	-	0.0%	-	N.A.
Total	\$ 4,607,122	\$ 3,071,415	\$ 2,806,079	\$ 977,868	\$ 3,783,947	82.1%	\$ 3,878,565	84.6%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 269,278					
Net Revenue (Expense)			340,454					
Ending Fund Balance			\$ 609,732					

COMBINED WATER OPERATING & BMA WATER FUNDS
Statement of Revenue, Expenditures, and Changes in Fund Balances

67% of Year Lapsed

	2018-19 Fiscal Year						2017-18 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total	% of Budget	YTD Total	% Total Year
Revenue:								
Water Fees	\$ 9,860,482	\$ 6,573,655	\$ 6,449,462	\$ -	\$ 6,449,462	65.4%	\$ 6,488,523	71.3%
Investment Income	-	-	-	-	-	N.A.	-	0.0%
Debt Proceeds	-	-	-	-	-	N.A.	-	N.A.
Miscellaneous	400	267	958	-	958	239.5%	2,108	21.4%
Total	\$ 9,860,882	\$ 6,573,922	\$ 6,450,420	\$ -	\$ 6,450,420	65.4%	\$ 6,490,631	71.2%
Expenditures:								
Water Plant	\$ 2,913,754	\$ 1,942,503	\$ 1,414,898	\$ 31,531	\$ 1,446,429	49.6%	\$ 1,611,464	62.3%
Water Administration	330,537	220,358	222,360	16,476	238,836	72.3%	236,507	84.2%
Water Distribution	1,491,330	994,220	915,082	26,266	941,348	63.1%	917,099	72.3%
BMA Expenses	3,006,000	2,004,000	1,269,114	-	1,269,114	42.2%	2,599,760	88.0%
Transfers Out	2,095,829	1,397,219	1,397,225	-	1,397,225	66.7%	1,299,593	77.9%
Reserves	152,928	101,952	-	-	-	0.0%	-	N.A.
Total	\$ 9,990,378	\$ 6,660,252	\$ 5,218,679	\$ 74,273	\$ 5,292,952	53.0%	\$ 6,664,423	76.1%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 1,848,276					
Net Revenue (Expense)			<u>1,231,741</u>					
Ending Fund Balance			<u>\$ 3,080,017</u>					

SANITATION FUND
Statement of Revenue, Expenditures, and Changes in Fund Balances

67% of Year Lapsed

	2019-20 Fiscal Year						2018-19 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total	% of Budget	YTD Total	% Total Year
Revenue:								
Collection Fees	\$ 4,404,533	\$ 2,936,355	\$ 2,929,137	\$ -	\$ 2,929,137	66.5%	\$ 3,006,485	66.5%
Investment Income	-	-	-	-	-	N.A.	1,652	94.4%
Miscellaneous	-	-	88,002	-	88,002	N.A.	1,786	64.0%
Total	\$ 4,404,533	\$ 2,936,355	\$ 3,017,139	\$ -	\$ 3,017,139	68.5%	\$ 3,009,923	66.5%
Expenditures:								
Sanitation	\$ 2,998,045	\$ 1,998,697	\$ 1,952,805	\$ 268,470	\$ 2,221,275	74.1%	\$ 2,251,086	77.3%
Transfers Out	2,210,489	1,473,659	1,473,665	-	1,473,665	66.7%	1,433,433	66.7%
Reserves	109,686	73,124	-	-	-	0.0%	-	N.A.
Total	\$ 5,318,220	\$ 3,545,480	\$ 3,426,470	\$ 268,470	\$ 3,694,940	69.5%	\$ 3,684,519	72.8%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 805,454					
Net Revenue (Expense)			(409,331)					
Ending Fund Balance			\$ 396,123					

ALL OTHER FUNDS
Revenue Budget Report - Budget Basis

67% of Year Lapsed

	<u>Budget</u>	<u>Actuals</u>	<u>Percent of Budget</u>
Special Revenue Funds:			
Economic Development Fund	1,580,386	1,111,004	70%
E-911 Fund	1,051,314	706,255	67%
Special Library Fund	97,100	112,933	116%
Special Museum Fund	5,000	38,538	771%
Municipal Airport Fund	-	-	N/A
Harshfield Library Donation Fund	-	-	N/A
Restricted Revenue Fund	369,315	636,880	172%
Golf Course Memorial Fund	-	7,850	N/A
Justice Assistance Grant Fund	6,000	2,770	46%
Neighborhood Park Fund	-	6,170	N/A
Cemetery Care Fund	2,700	875	32%
Debt Service Fund	3,889,308	3,481,271	90%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	2,743,573	2,072,396	76%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	-	10,400	N/A
Wastewater Regulatory Capital Fund	-	-	N/A
City Hall Capital Improvement Fund	5,000	19,262	385%
Storm Drainage Capital Improvement Fund	-	1,632	N/A
Community Development Block Grant Fund	147,000	34,000	23%
2008B G.O. Bond Fund	-	-	N/A
2009 G.O. Bond Fund	-	-	N/A
2010 G.O. Bond Fund	-	-	N/A
2012 G.O. Bond Fund	-	-	N/A
2014 G.O. Bond Fund	-	-	N/A
2014B G.O. Bond Fund	-	-	N/A
2015 G.O. Bond Fund	-	-	N/A
2017 G.O. Bond Fund	-	-	N/A
2018A G.O. Bond Fund	-	-	N/A
2018B G.O. Bond Fund	-	-	N/A
2018C G.O. Bond Fund	-	-	N/A
2019A G.O. Bond Fund	2,000,000	2,000,000	100%
2019B G.O. Bond Fund	600,000	600,000	100%
Proprietary Funds:			
Adams Golf Course Operating Fund	472,882	310,917	66%
Sooner Pool Operating Fund	44,750	44,750	100%
Frontier Pool Operating Fund	49,681	49,681	100%
Internal Service Funds:			
Worker's Compensation Fund	259,991	181,590	70%
Health Insurance Fund	3,723,512	2,518,182	68%
Auto Collision Insurance Fund	75,000	87,214	116%
Stabilization Reserve Fund	780,739	520,503	67%
Capital Improvement Reserve Fund	12,636,706	2,849,419	23%
Mausoleum Trust Fund	-	-	N/A

ALL OTHER FUNDS
Expenditure Budget Report - Budget Basis

67% of Year Lapsed

	<u>Budget</u>	<u>Actuals</u>	<u>Percent of Budget</u>
Special Revenue Funds:			
Economic Development Fund	2,517,557	1,124,410	45%
E-911 Fund	1,058,228	739,731	70%
Special Library Fund	178,000	92,351	52%
Special Museum Fund	42,500	17,426	41%
Municipal Airport Fund	276,827	-	0%
Harshfield Library Donation Fund	728,708	83,891	12%
Restricted Revenue Fund	574,287	443,688	77%
Golf Course Memorial Fund	16,800	11,057	66%
Justice Assistance Grant Fund	6,000	3	0%
Neighborhood Park Fund	8,353	-	0%
Cemetery Care Fund	8,895	-	0%
Debt Service Fund	3,814,700	1,723,164	45%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	6,610,271	2,637,999	40%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	107,661	-	0%
Wastewater Regulatory Capital Fund	471,908	500	0%
City Hall Capital Improvement Fund	37,076	20,036	54%
Storm Drainage Capital Improvement Fund	112,656	28,299	25%
Community Development Block Grant Fund	147,000	77,290	53%
2008B G.O. Bond Fund	89	-	0%
2009 G.O. Bond Fund	4,172	4,172	100%
2010 G.O. Bond Fund	-	-	N/A
2012 G.O. Bond Fund	126,062	4,090	3%
2014 G.O. Bond Fund	326,207	324,484	99%
2014B G.O. Bond Fund	40,970	12,457	30%
2015 G.O. Bond Fund	82,575	82,911	100%
2017 G.O. Bond Fund	930,863	492,722	53%
2018A G.O. Bond Fund	7,898,753	5,065,418	64%
2018B G.O. Bond Fund	471,439	29,001	6%
2018C G.O. Bond Fund	1,959,390	608,007	31%
2019A G.O. Bond Fund	2,000,000	24,900	1%
2019B G.O. Bond Fund	600,000	-	0%
Proprietary Funds:			
Adams Golf Course Operating Fund	490,229	327,399	67%
Sooner Pool Operating Fund	47,590	41,635	87%
Frontier Pool Operating Fund	60,620	52,194	86%
Internal Service Funds:			
Worker's Compensation Fund	425,000	87,637	21%
Health Insurance Fund	4,227,455	2,206,571	52%
Auto Collision Insurance Fund	337,407	15,753	5%
Stabilization Reserve Fund	7,522,167	-	0%
Capital Improvement Reserve Fund	18,401,800	2,501,202	14%
Mausoleum Trust Fund	8,104	-	0%

ALL OTHER FUNDS
Fund Balance Report - Modified Cash Basis

67% of Year Lapsed

	<u>Beginning of Year</u>	<u>Change</u>	<u>Current</u>
Special Revenue Funds:			
Economic Development Fund	1,178,270	233,844	1,412,114
E-911 Fund	40,776	(29,002)	11,774
Special Library Fund	291,192	49,252	340,444
Special Museum Fund	98,509	21,112	119,621
Municipal Airport Fund	271,203	-	271,203
Harshfield Library Donation Fund	730,371	(59,178)	671,193
Restricted Revenue Fund	265,784	340,344	606,128
Golf Course Memorial Fund	30,890	(3,207)	27,683
Justice Assistance Grant Fund	11	2,768	2,778
Neighborhood Park Fund	8,265	6,170	14,435
Cemetery Care Fund	5,855	875	6,730
Debt Service Fund	3,504,652	1,758,107	5,262,759
Capital Project Funds:			
Sales Tax Capital Improvement Fund	4,286,437	110,292	4,396,729
Park Capital Improvement Fund	-	-	-
Wastewater Capital Improvement Fund	120,660	10,400	131,060
Wastewater Regulatory Capital Fund	836,775	(45,290)	791,485
City Hall Capital Improvement Fund	29,120	(734)	28,386
Storm Drainage Capital Improvement Fund	114,183	(26,667)	87,516
Community Development Block Grant Fund	140,513	(41,928)	98,585
2008B G.O. Bond Fund	88	-	88
2009 G.O. Bond Fund	4,173	-	4,173
2010 G.O. Bond Fund	410	-	410
2012 G.O. Bond Fund	125,537	(19,065)	106,472
2014 G.O. Bond Fund	387,711	(140,665)	247,046
2014B G.O. Bond Fund	41,635	(13,510)	28,125
2015 G.O. Bond Fund	62,009	(53,212)	8,797
2017 G.O. Bond Fund	917,204	(429,939)	487,265
2018A G.O. Bond Fund	8,506,433	(1,801,401)	6,705,032
2018B G.O. Bond Fund	471,439	(7,785)	463,654
2018C G.O. Bond Fund	2,456,412	(252,251)	2,204,161
2019A G.O. Bond Fund	-	1,975,100	1,975,100
2019B G.O. Bond Fund	-	600,000	600,000
Proprietary Funds:			
Adams Golf Course Operating Fund	32,743	9,993	42,736
Sooner Pool Operating Fund	5,212	18,598	23,810
Frontier Pool Operating Fund	19,985	18,134	38,119
Internal Service Funds:			
Worker's Compensation Fund	125,957	91,987	217,944
Health Insurance Fund	359,223	229,156	588,379
Auto Collision Insurance Fund	248,293	71,660	319,953
Stabilization Reserve Fund	6,745,228	520,503	7,265,731
Capital Improvement Reserve Fund	10,262,337	802,434	11,064,771
Mausoleum Trust Fund	8,018	-	8,018



FROM: Jason Muninger, CFO/City Clerk

SUBJECT: Financial Statement Explanatory Information

GENERAL INFORMATION

The purpose of this memo is to provide some insight as to the construction of the attached financial statements and to provide some guidance as to their use.

The format of the attached financial statements is intended to highlight our most important revenue sources, provide sufficient detail on major operating funds, and provide a high level overview of all other funds. The level of detail presented is sufficient to assist the City Council in conducting their fiduciary obligations to the City without creating a voluminous document that made the execution of that duty more difficult.

This document provides three different types of analyses for the Council's use. The first is an analysis of revenue vs budgeted expectations. This allows the Council to see how the City's revenues are performing and to have a better idea if operational adjustments are necessary.

The second analysis compares expenditures to budget. This allows the Council to ensure that the budgetary plan that was set out for the City is being followed and that Staff is making the necessary modifications along the way.

The final analysis shows the fund balance for each fund of the City. This is essentially the "cash" balance for most funds. However, some funds include short term receivables and payables depending on the nature of their operation. With very few exceptions, all funds must maintain positive fund balance by law. Any exceptions will be noted where they occur.

These analyses are presented in the final manner:

Highlights:

The Highlights section presents a 5 year snap shot of the performance of the City's 4 most important revenue sources. Each bar represents the actual amounts earned in each year through the period of the report. Each dash represents the percent of the year's revenue that had been earned through that period. The current fiscal year will always represent the percent of the budget that has been earned, while all previous fiscal years will always represent the percent of the actual amount earned. This analysis highlights and compares not only amounts earned, but gives a better picture of how much should have been earned in order to meet budget for the year.

Major Operating Funds:

The City's major operating funds are presented in greater detail than the remainder of the City's funds. These funds include the General, Wastewater Operating, BMA – Wastewater, Water Operating, BMA – Water, and Sanitation. Due to the interrelated nature of the Wastewater Operating/BMA – Wastewater and the Water Operating/BMA – Water funds, these have been combined into Wastewater Combined and Water Combined funds. This should provide a better picture of the overall financial condition of these operating segments by combining revenues, operating expenses, and financing activities in a single report.

Other Funds:

All other funds of the City are reported at a high level. These funds are often created for a limited purpose, limited duration, and frequently contain only a one-time revenue source. This high level overview will provide Council with sufficient information for a summary review. Any additional information that is required after that review is available.

These condensed financial statement should provide sufficient information for the City Council to perform its fiduciary responsibility while simplifying the process. All supplementary, detailed information is available for the Council's use at any time upon request. Additionally, any other funds that the Council chooses to classify as a Major Operating fund can be added to that section to provide greater detail in the future.

BID REVIEW RECOMMENDATION

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A. SUBJECT:

Discuss and take action to award Bid No. 2019-2020-020 for 13th Street-Cherokee to Garden-Concrete Rehabilitation. Total budgeted amount for this project is \$450,000.00 (see Section II, C. Budget Amount, for additional budget information).

B. ATTACHMENTS:

Project Drawing Set

II. PROJECT DESCRIPTION, BIDS RECEIVED, AND BUDGET AMOUNT

A. PROJECT DESCRIPTION:

This project consists of furnishing all materials, labor, and expenses necessary to rehabilitate the concrete pavement, concrete curb and gutter and striping. An existing storm sewer inlet will also be rehabilitated as part of the project scope. All work shall be done within the public right-of-way. Due to the project's proximity to Richard Kane Elementary School and the school bus storage facility, construction must start on/after May 22nd, 2020 and end by August 15th, 2020.

B. BIDS RECEIVED:

In addition to advertising in the local newspaper, Dodge Reports, Bid News Construction Reports, and Southwest Construction News, fourteen (14) bid invitations were mailed to regional contractors. Thirteen (13) contractors attended the mandatory pre-bid meeting, and ten (10) of them submitted a bid:

- Whaling Construction Inc. (Bartlesville, OK)..... \$397,519.50
- Jeff Graham Construction Inc. (Coffeyville, KS)..... \$409,678.25
- Contech Inc. (Broken Arrow, OK) \$431,900.00
- KSL Dirtworks (Bartlesville, OK)..... \$437,987.00
- Tri-Star Construction, LLC (Catoosa, OK)..... \$456,550.00
- Diversified Civil Contractors (Broken Arrow, OK)..... \$460,449.00
- Stronghand LLC (Broken Arrow, OK)..... \$477,190.27
- Triangle Construction and Utility, LLC (Tulsa, OK)..... \$480,956.00
- American Native Ventures, LLC (Muskogee, OK)..... \$481,117.00
- GCC Enterprises Inc. (Dallas, TX).....\$653,035.00

The bids were evaluated for addendums, bid bonds, line item prices, and arithmetic. All bids have all necessary components, and no arithmetic errors were found.

C. BUDGET AMOUNT:

Project	Project #	Source of Funding	Amount of Fund
13 th Street	20003	2018C GO Bond: Fund 484 / Dept 328	\$450,000.00
		TOTAL	\$450,000.00

\$450,000.00 is the total budgeted amount for this project. The lowest *and* best bid of \$409,678.25 from Jeff Graham Construction Inc. is \$40,321.75 under the available budget. Any remaining available funds will be allocated to additional applicable paving rehabilitation work.

III. RECOMMENDED ACTION

Because this project must be completed during Bartlesville Public School's summer break, the selected contractor must be able to adhere to a fast-paced schedule and strict deadlines. Whaling Construction Inc., a Bartlesville-based, family-owned-and-operated general contracting company, submitted a low bid of \$397,519.50, which is \$52,480.50 under the available budget. On previous City projects, however, Whaling Construction Inc. has struggled to meet contract deadlines. Whaling Construction has been the general contractor on three projects for the City of Bartlesville since September 2018. They began work on a 60 work day contract for the Safe Routes to School project located near Hoover Elementary and Madison Middle School on September 12th, 2018. They began work on a 40 work day contract for the Mountain Drive asphalt rehabilitation project on January 7th, 2019. They were also the low bidder on the Kiddie Park Entrance and Pathfinder Extension project at Johnstone Park and started work on that 55 working day contract on February 25th, 2019. The contract agreement for that project specified work had to be started no later than February 25th, 2019 and completed by the time the Kiddie Park opened in May. Whaling Construction had difficulty coordinating and manning the projects simultaneously. When contractor personnel were working on one project the other projects were essentially unmanned. They are currently the earthwork subcontractor on the Price Fields Renovation project. With the timeline for the Price Fields project and even more stringent schedule required to work around the current and upcoming school sessions on the 13th Street project, staff believes Whaling Construction is not capable of meeting the schedule for this project. Therefore, the engineering staff does *not* recommend that the City Council award this bid to Whaling Construction Inc.

Jeff Graham Construction Inc. is a Coffeyville-based, family-owned-and-operated general contracting company. They have worked on multiple projects for the City of Bartlesville that are similar to the 13th Street project. They also completed the Bartlesville Police & Fire Memorial project under a tight timeline to have it completed for Peace Officer's Memorial Day in 2019 while dealing with poor weather conditions. Jeff Graham Construction, Inc. has the experience and qualifications needed to complete this project and has demonstrated the necessary technical and project-related expertise to be approved as the contractor for this project. The company has sufficient bonding capacity to bond this project.

Councilman Gentges reviewed this bid with staff and recommends that the City Council award Bid No. 2019-2020-020 to Jeff Graham Construction Inc. in the amount of \$409,678.25 at their next business meeting.

/s/ Vice Mayor Alan Gentges

Council Member or Staff Member

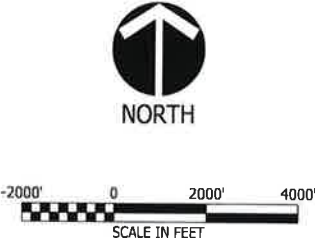
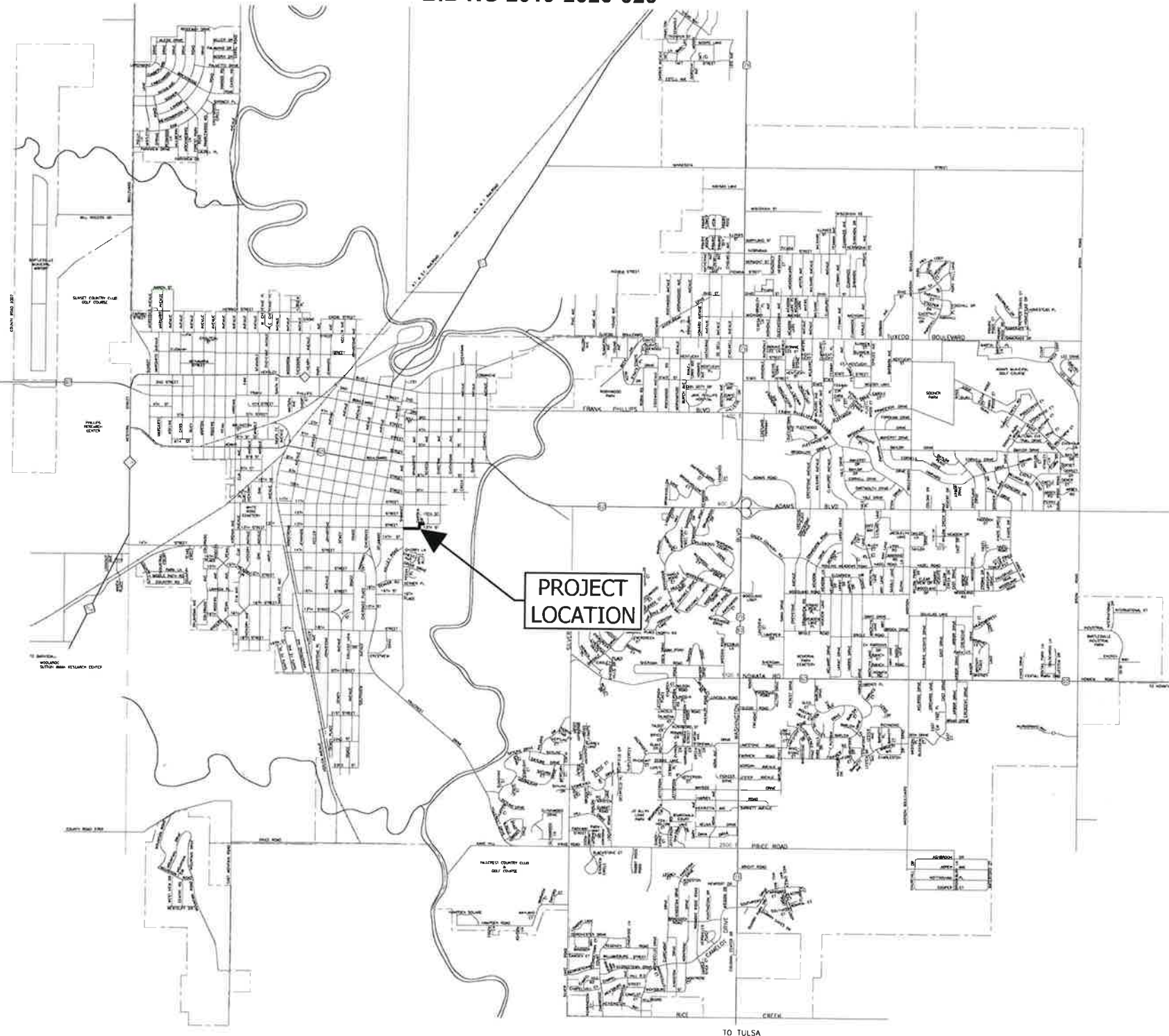
March 20, 2020

Date



CONSTRUCTION DRAWINGS FOR
CITY OF BARTLESVILLE
13TH STREET - CHEROKEE AVE TO GARDEN DRIVE
CONCRETE PAVING REHABILITATION PROJECT

BID NO 2019-2020-020



Sheet No	Sheet Title
C-1	COVER SHEET & LOCATOR MAP
C-2	NOTES & PAY QUANTITIES
C-3	PAVEMENT PLAN (1 OF 2)
C-4	PAVEMENT PLAN (2 OF 2)
C-5	PAVING DETAILS
C-6	ODOT R-15 LOAD TRANSFER UNIT DETAILS



Drawing Name: G:\PROJECTS\201905_13th Street-Cherokee to Garden-Concrete Rehab\CAD\201905_13th Street-Cherokee to Garden-Concrete Rehab.dwg Layout Name: 2 Notes & Pay Quantities Plotted on: 12/26/2019 2:22:22 PM

GENERAL CONSTRUCTION NOTES

1. PROJECT WILL BE CONSTRUCTED UNDER CURRENT ODOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION. PROJECT SHALL BE CONSTRUCTED WITHOUT CLOSING ANY ROADS TO LOCAL OR THROUGH TRAFFIC. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PLACEMENT OF TEMPORARY PAVEMENT MARKINGS.
2. THE CONTRACTOR SHALL UTILIZE THE CALL OKIE SYSTEM (1-800-522-6543) 48 HOURS IN ADVANCE OF ANY EXCAVATION.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING WATER AND SEWER SERVICE CONNECTIONS TO HOMES IN WORKING ORDER AT ALL TIMES EXCEPT FOR BRIEF INTERRUPTIONS IN SERVICE. IN NO CASE SHALL SERVICES BE ALLOWED TO REMAIN OUT OF SERVICE OVERNIGHT.
4. CONTRACTOR SHALL MAKE ALL NECESSARY PROVISIONS DURING CONSTRUCTION FOR THE SUPPORT AND PROTECTION OF ALL UTILITY POLES, GAS MAINS, TELEPHONE CABLES, SANITARY SEWER LINES, ELECTRIC CABLES, DRAINAGE PIPES, UTILITY SERVICE LINES, AND ALL OTHER STRUCTURES BOTH ABOVE AND BELOW GROUND. CONTRACTOR IS LIABLE FOR ALL DAMAGES DONE TO SUCH EXISTING FACILITIES AS A RESULT OF CONTRACTORS OPERATIONS.
5. CONTRACTOR SHALL SUBMIT A WRITTEN REQUEST TO THE CITY ENGINEER FOR APPROVAL OF ALL AREAS TO BE USED FOR STAGING, MOBILIZATION, EQUIPMENT AND MATERIAL STORAGE, AND GENERAL PROJECT CONSTRUCTION MANAGEMENT. REQUEST SHALL BE SUBMITTED TO THE CITY ENGINEER WITHIN 5 DAYS OF THE NOTICE TO PROCEED.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING GENERAL SAFETY AT AND ADJACENT TO THE PROJECT AREA, INCLUDING THE PERSONAL SAFETY OF THE CONSTRUCTION CREW AND THE GENERAL PUBLIC AND THE SAFETY OF PUBLIC AND PRIVATE PROPERTY.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING STREETS AND SIDEWALKS ADJACENT TO PROJECT FREE OF MUD AND DEBRIS CAUSED BY CONSTRUCTION ACTIVITIES.
8. NO EQUIPMENT OR MATERIAL SHALL BE DEPOSITED ON PRIVATE PROPERTY WITHOUT WRITTEN PERMISSION. THE CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGES RESULTING FROM SUCH ACTS AND SHALL REMOVE THE MATERIAL AND RESTORE THE PROPERTY AT THE EXPENSE OF THE CONTRACTOR.
9. THE LOCATIONS OF ALL DRIVEWAYS, SIDEWALKS, CURBS, UTILITIES, AND OTHER ITEMS SHOWN ON PLANS ARE APPROXIMATE. ACCURATE LOCATIONS SHALL BE VERIFIED AT THE TIME OF CONSTRUCTION AFTER CONSULTATION WITH PROPERTY OWNERS AND UTILITY COMPANIES.
10. THE CONTRACTOR PERSONNEL SHALL WEAR IDENTIFYING CLOTHING OR HATS AT ALL TIMES.
11. CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO THE HOURS OF 7:00 A.M. AND 7:00 P.M. UNLESS APPROVED OR DIRECTED BY THE CITY ENGINEER.
12. CONSTRUCTION DEBRIS SUCH AS BROKEN CONCRETE, EXCESS FILL, ETC., SHALL BECOME THE PROPERTY OF THE CONTRACTOR. MATERIALS SHALL BE COMPLETELY REMOVED FROM THE SITE PRIOR TO ACCEPTANCE OF THE PROJECT. ALL MATERIALS SHALL BE DISPOSED OF IN A MANNER THAT IS IN COMPLIANCE WITH ALL LOCAL, STATE, & FEDERAL REGULATIONS.
13. OPERATION OF ALL WATER VALVES SHALL BE PERFORMED BY THE CITY OF BARTLESVILLE WATER UTILITIES DEPARTMENT. WORK TO BE DISCUSSED WITH WATER UTILITIES DIRECTOR, TERRY LAURITSEN, 72 HOURS IN ADVANCE OF THE NEED TO COMMENCE SUCH WORK.
14. CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER BARRICADES, LIGHTING, AND SIGNAGE WITHIN THE CONSTRUCTION AREA. ALL CONSTRUCTION SIGNAGE SHALL BE IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THE FEDERAL HIGHWAY ADMINISTRATION'S "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", LATEST EDITION.
15. CONTRACTOR SHALL FULL-DEPTH SAWCUT EXISTING PAVEMENT, DRIVEWAYS, AND SIDEWALKS AT AREAS WHERE EACH IS TO BE REMOVED. COSTS OF SAWCUTS ARE SUBSIDIARY TO OTHER ITEMS OF WORK.
16. CONTRACTOR SHALL PRESERVE AND PROTECT OR REMOVE AND REPLACE (WITH PRIOR APPROVAL OF LANDOWNER), ALL TREES, SHRUBS, HEDGES, RETAINING WALLS, LANDSCAPING, BUILDINGS, SIDEWALKS, ETC, IN OR NEAR THE PROPOSED CONSTRUCTION AREA. THIS WORK SHALL BE CONSIDERED INCIDENTAL AND NOT A SEPARATE PAY ITEM.
17. CONTRACTOR SHALL CLEAN AND RESTORE THE AREA OF OPERATIONS AND CONSTRUCTION TO A CONDITION AS GOOD OR BETTER THAN EXISTED PRIOR TO CONSTRUCTION.
18. CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AND SHALL NOT ALLOW OBSTRUCTION TO REMAIN THAT CAUSES WATER DAMAGE TO ADJACENT PROPERTIES.

SELECT BACKFILL NOTES

1. SELECT BACKFILL SHALL BE BACKFILLED AND COMPACTED TO 95% STANDARD PROCTOR DENSITY.
2. SELECT BACKFILL MAY INCLUDE EITHER SELECT BORROW MATERIAL THAT MEETS THE REQUIREMENTS OF ODOT SPECIFICATION SUBSECTION 705.01 AND/OR SELECTIVELY EXCAVATED MATERIAL.
3. SELECT BACKFILL SHALL BE REPRESENTATIVE OF SOILS IN THE VICINITY AND BE REASONABLY FREE OF CLAY LUMPS, OBJECTIONABLE WEEDS, RUBBLE, LITTER, BRUSH, GRADING, OR MAINTENANCE OPERATIONS. SELECT BACKFILL SHALL NOT CONTAIN MORE THAN 95% BY VOLUME OF STONES, STUMPS, OR OTHER OBJECTS LARGER THAN ONE INCH (1") IN ANY DIMENSION. SELECT BACKFILL SHALL NOT BE PLACED WHEN THE SUBGRADE IS FROZEN, EXCESSIVELY WET, EXTREMELY DRY, OR IN A CONDITION OTHERWISE DETRIMENTAL TO PROPER GRADING.
4. PRICE BID FOR CONCRETE CURB & GUTTER AND TRENCH DRAIN SHALL INCLUDE SELECT BACKFILL. SUCH PAYMENT SHALL BE FULL COMPENSATION FOR MATERIALS, EQUIPMENT, LABOR AND INCIDENTALS REQUIRED TO BACKFILL AND COMPACT THE SELECT BACKFILL IN PLACE.

PAY ITEMS TABLE

ODOT ITEM #	PAY ITEM	ESTIMATED QUANTITY	UNIT	DESCRIPTION OF PAY ITEM	PAY ITEM NOTES
641	1	1	LS	Mobilization, Traffic Control and Restoration	P-4, P-9, P-10
619(B)	2	5117	SY	Removal of Concrete Pavement and Drive and Base Materials up to 13" thick	P-3, P-6, P-7, P-9
609(B), 619(B)	3	68	LF	Remove & Replace Concrete Curb & Gutter	P-6, P-7, P-14
609(A), 619(B)	4	66	LF	Remove & Replace Concrete Curb	P-6, P-7, P-14
303(A)	5	5077	SY	Aggregate Base, 6" ODOT Type A	
310(B)	6	5077	SY	Subgrade - ODOT Method 'B'	P-17
325	7	5077	SY	Separator Fabric	P-1
414	8	5077	SY	7" Dowel Jointed PCC Concrete w/ Finished Surface	P-2, P-9
610(B)	9	40	SY	6" Concrete Driveway Approach (H.E.S.)	P-6, P-20
611(M)	10	1	EA	Replacement of Cast Iron Hood	
856(A)	11	30	LF	24" Wide Traffic Stripe (Multi-Polymer)	P-11, P-12, P-13
856(B)	12	1	EA	Traffic Stripe (Mult-Polymer) Symbols & Words	P-12, P-13
202(B)	13	0	CY	Muck Excavation & Select Fill	P-15, P-18
SPECIAL	14	1	EA	Engineer's Allowance	P-5

PAY ITEM NOTES

- P.-1. OVERLAPS AND WRAP-AROUNDS IN SEPARATOR FABRIC SHALL NOT BE MEASURED FOR PAYMENT.
- P.-2. DOWELING, EPOXY, AND JOINT REINFORCEMENT SHALL BE SUBSIDIARY TO THE CONCRETE PAVEMENT BID ITEMS.
- P.-3. REMOVAL OF PAVEMENT INCLUDES ALL SAWCUTTING, WHICH SHALL BE FULL DEPTH, REMOVAL OF ASPHALT, REMOVAL OF CONCRETE, REMOVAL OF SIDEWALK, AND REMOVAL OF CURB & GUTTER.
- P.-4. CONSTRUCTION SIGNING AND STRIPING SHALL BE INSTALLED IN A MANNER APPROVED BY THE ENGINEER, IN ACCORDANCE WITH CHAPTER VI OF THE MUTCD, CURRENT EDITION, AND ALL APPLICABLE ODOT STANDARD DRAWINGS. CONTRACTOR SHALL PROVIDE A PROPOSED TRAFFIC CONTROL PLAN FOR APPROVAL BY THE CITY ENGINEER PRIOR TO BEGINNING WORK. AMOUNT BID FOR THIS ITEM SHALL BE PAYMENT IN FULL FOR THE INSTALLATION, MAINTENANCE, AND SUBSEQUENT REMOVAL OF ALL NECESSARY CONSTRUCTION TRAFFIC CONTROL DEVICES AND PAVEMENT MARKINGS REQUIRED FOR THE COMPLETION OF THIS PROJECT.
- P.-5. THIS PAY ITEM SHALL COVER ITEMS THAT WERE UNFORSEEN DURING DESIGN AND MAY ONLY BE USED WITH WRITTEN PERMISSION OF THE CITY ENGINEER.
- P.-6. ALL SAWCUTS NECESSARY FOR THE PROPOSED IMPROVEMENTS SHALL BE SUBSIDIARY TO THE REMOVAL OF PAVEMENT BID ITEM. SAWCUTS SHALL BE FULL DEPTH OF PAVEMENT.
- P.-7. REMOVAL ITEMS BECOME THE PROPERTY OF THE CONTRACTOR UNLESS OTHERWISE NOTED IN THE PLANS. THE CONTRACTOR SHALL REMOVE FROM THE PROJECT AREA ALL SURPLUS MATERIAL. THIS SHALL BE INCIDENTAL AND NOT A SEPARATE PAY ITEM. SURPLUS MATERIALS FROM THE EXCAVATION INCLUDING DIRT, CONCRETE, MILLINGS, TRASH, ETC. SHALL BE PROPERLY DISPOSED OF IN ACCORDANCE WITH GENERAL CONSTRUCTION NOTE 12.
- P.-8. NOT USED.
- P.-9. DURING CONSTRUCTION OPERATIONS TWO-WAY TRAFFIC MUST BE MAINTAINED AT ALL TIMES. ONE LANE OF TRAFFIC AROUND CONSTRUCTION OPERATIONS IN PROGRESS WITH ADEQUATE SAFEGUARDS WILL BE ACCEPTABLE UNLESS OTHERWISE DIRECTED BY THE CITY ENGINEER. THE CONTRACTOR SHALL SUBMIT AN ACCEPTABLE TRAFFIC PLAN AT THE PRE-CONSTRUCTION MEETING.
- P.-10. CONTRACTOR SHALL PROVIDE TEMPORARY CENTERLINE AND LANE STRIPING ANYTIME EXISTING MARKINGS ARE OBLITERATED. ALL MARKINGS TO BE IN PLACE AT THE CLOSE OF EACH DAYS WORK.
- P.-11. QUANTITY SHOWN INCLUDES 30 L.F. TRAFFIC STRIPE (MULTI-POLYMER)(WHITE) AND WILL BE MEASURED BY THE LINEAR FOOT OF TWENTY-FOUR INCH (24") WIDE TRAFFIC STRIPE.
- P.-12. PAVEMENT MARKINGS TO FOLLOW MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, LATEST EDITION.
- P.-13. SEE STANDARD DRAWINGS PM1-1 AND PM5-1 (LATEST REVISION). A PART, OR ALL, OF THE QUANTITY SHOWN IS TO BE USED AS FINAL PAVEMENT MARKING.
- P.-14. PAY ITEM INCLUDES EXCAVATION, SAWCUTTING, SELECT BACKFILL, TOPSOIL, SOLID SLAB SOD, FABRIC, AND AGGREGATE BASE.
- P.-15. MUCK EXCAVATION:

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

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

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

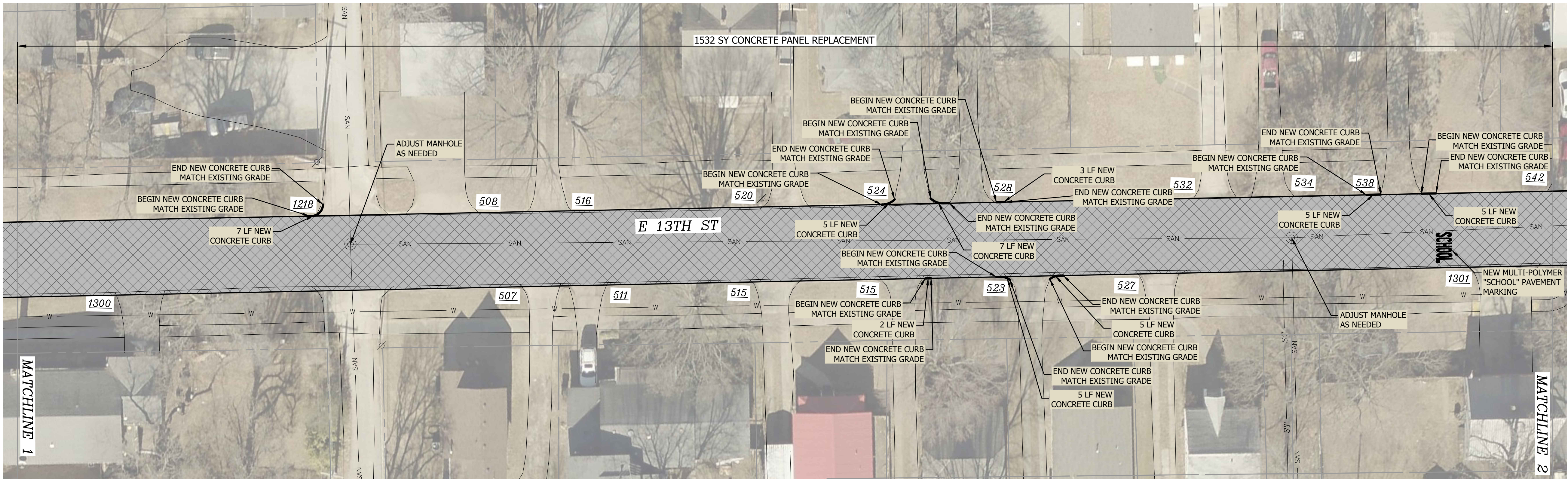
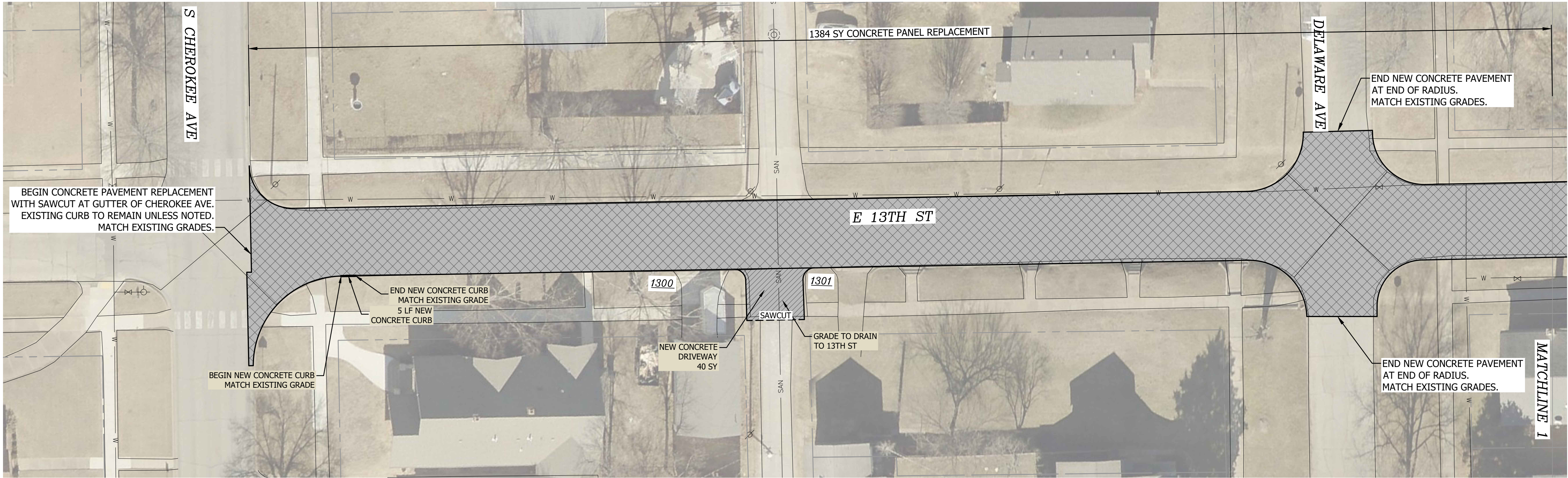
P.-15.4. PAYMENT FOR ALL WORK UNDER THIS ITEM SHALL BE MADE AT THE CONTRACT UNIT PRICE PER CUBIC YARD FOR EACH CUBIC YARD ACTUALLY CONSTRUCTED AND ACCEPTED. SAID PAYMENT SHALL BE FULL COMPENSATION FOR ALL EQUIPMENT, MATERIAL, LABOR, AND INCIDENTALS NECESSARY TO COMPLETE THE WORK.
- P.-16. NOT USED.
- P.-17. SUBGRADE METHOD 'B' PER ODOT 2009 STANDARD SPECIFICATIONS, SUBSECTION 310.04.B.
- P.-18. THERE ARE NO ITEMS OF THIS TYPE KNOWN TO BE IN NEED OF ADJUSTMENT AT THE TIME OF BID. THIS ITEM ESTABLISHES A PRICE IF UNKNOWN ITEMS ARE ENCOUNTERED DURING CONSTRUCTION.
- P.-19. NOT USED.
- P.-20. PAY ITEM INCLUDES NEW CONCRETE APRON, EXTENDING FROM GUTTER LINE TO FIRST JOINT IN DRIVE, PLUS TAPERED CURB TIE-INS ON BOTH SIDES. SUBGRADE TO BE COMPACTED TO 95% STANDARD PROCTOR DENSITY. (SEE DETAIL H, SHEET C-6)

UTILITY COMPANY CONTACT INFORMATION

WATER - CITY OF BARTLESVILLE 401 S JOHNSTONE AVENUE BARTLESVILLE, OKLAHOMA 74003 CONTACT: TERRY LAURITSEN (918) 338-4107	TELEPHONE - SBC COMMUNICATIONS 119 EAST SIXTH STREET BARTLESVILLE, OKLAHOMA 74003 CONTACT: JAY HALFERTY (918) 662-3033
SEWER - CITY OF BARTLESVILLE 401 S JOHNSTONE AVENUE BARTLESVILLE, OKLAHOMA 74003 CONTACT: TERRY LAURITSEN (918) 338-4107	CABLE - CABLE ONE 4127 S.E. NOWATA ROAD BARTLESVILLE, OKLAHOMA 74006 CONTACT: DENNIS ANDERSON (918) 335-0332
ELECTRIC - AEP / PSO 310 S. COMANCHE AVE. BARTLESVILLE, OKLAHOMA 74003 CONTACT: TIEN CHAO (918) 337-1216	GAS - OKLAHOMA NATURAL GAS 3601 NE INDIANA BARTLESVILLE, OKLAHOMA 74006 CONTACT: JOLEEN CHULEEWAH (918) 335-5701



Drawing Name: G:\PROJECTS\2019055_13th Street-Cherokee to Garden-Concrete Rehab.dwg Layout Name: 3 Pavement Plan (1 of 2) Plotted By: EATABER Plotted on: 12/26/2019 2:22:34 PM



	PROPERTY LINE		STORM JUNCTION BOX		AREA STORM INLET
	STORM DRAIN LINE		FIRE HYDRANT		CURB & GRATE STORM INLET
	WATER LINE		WATER VALVE		SIGN
	SANITARY SEWER LINE		SANITARY SEWER MANHOLE		WATER METER
	7" DOWEL JOINTED CONCRETE PAVEMENT PANEL REPLACEMENT		6" HIGH-EARLY STRENGTH (HES) CONCRETE DRIVE APPROACH		NEW CONCRETE CURB
	NEW CONCRETE CURB AND GUTTER				

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



ENGINEERING
SERVICES

#	DATE	DESCRIPTION	BY
1	12/26/2019	DESIGNED BY: EAT	EAT
2		DRAWN BY: EAT	EAT
3		CHECKED BY: WMS	WMS

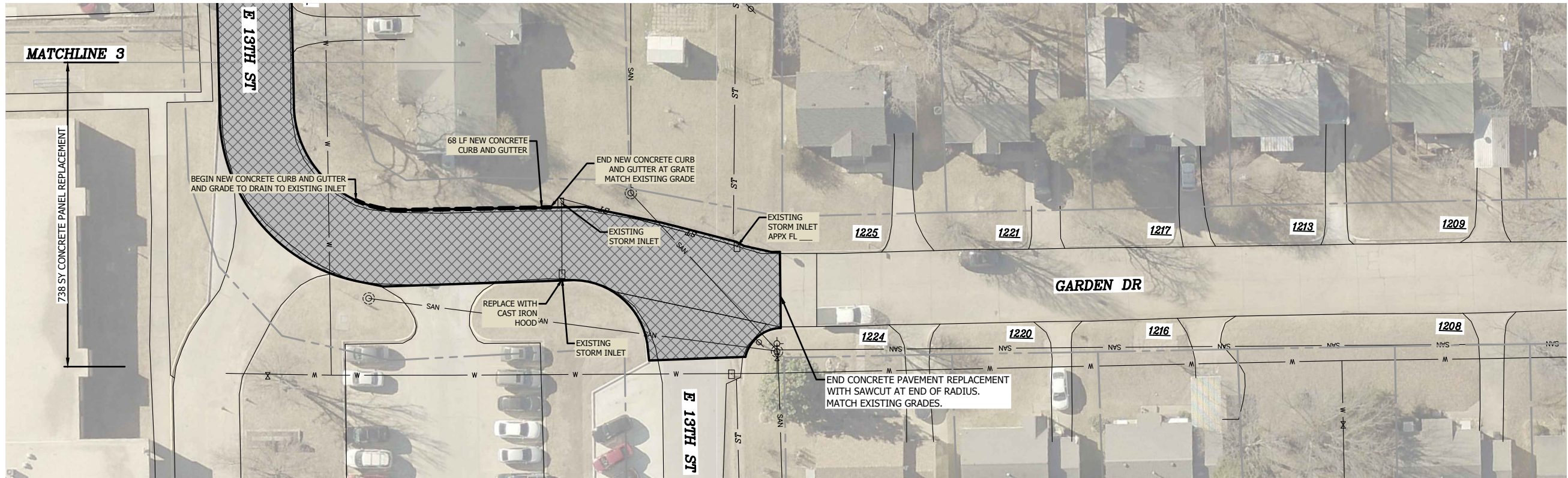
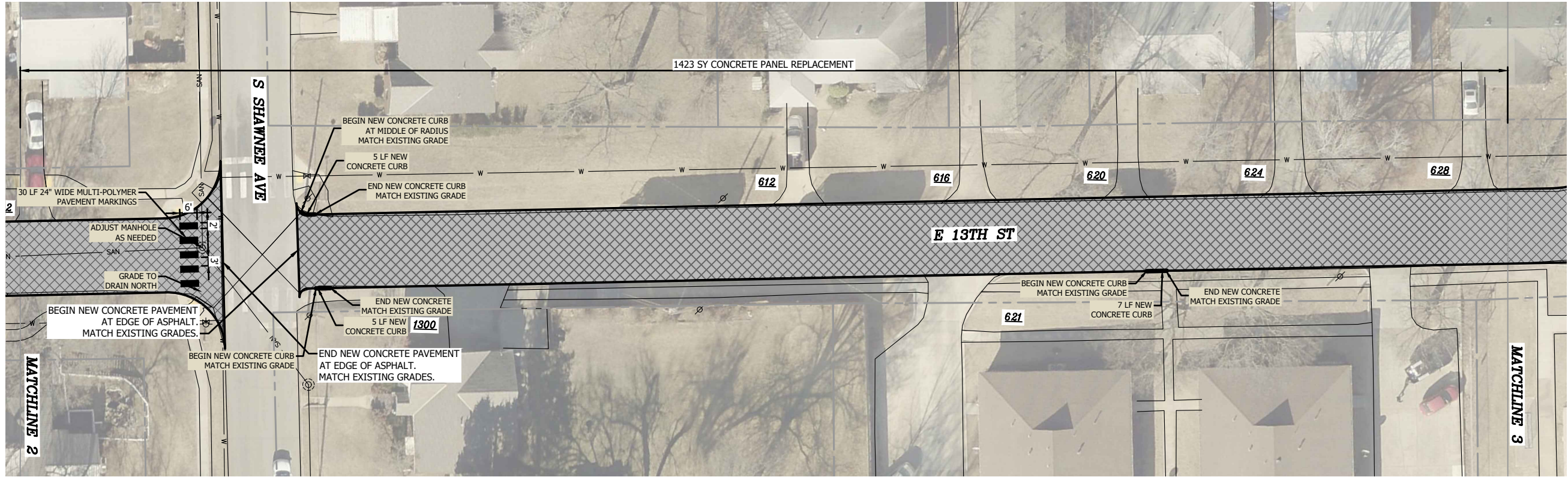
BID SET

PROJECT:
**13TH STREET-CHEROKEE TO GARDEN
CONCRETE REHAB**

**PAVEMENT PLAN
(1 OF 2)**

PROJECT NUMBER	DATE	SHEET
2019055	1/6/2020	C-3

Drawing Name: G:\PROJECTS\201905_13th Street-Cherokee to Garden-Concrete Rehab.dwg Layout Name: 4 Pavement Plan (2 of 2) Plotted By: EATABER Plotted on: 12/26/2019 2:22:41 PM



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

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



ENGINEERING
SERVICES

#	DATE	DESCRIPTION	BY

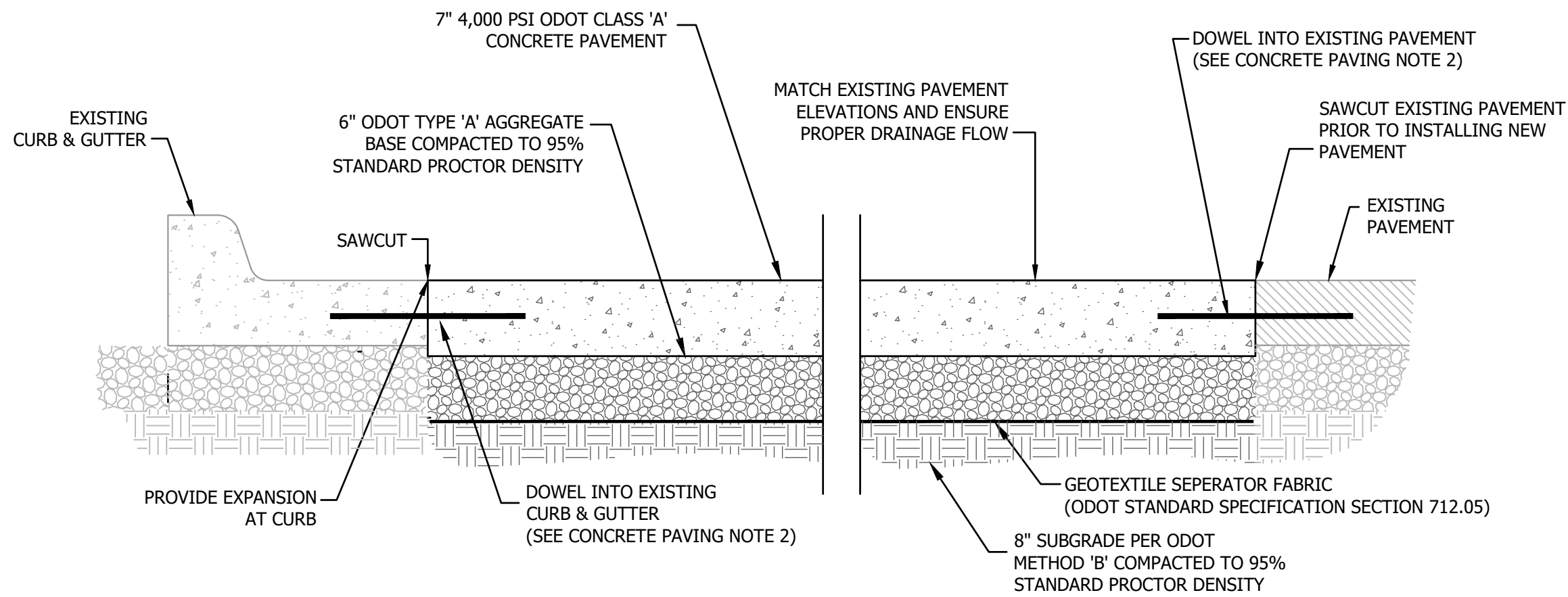
DESIGNED BY: EAT
DRAWN BY: EAT
CHECKED BY: WMS

BID SET
PROJECT:
13TH STREET-CHEROKEE TO GARDEN
CONCRETE REHAB

**PAVEMENT PLAN
(2 OF 2)**

PROJECT NUMBER	DATE	SHEET
2019055	1/6/2020	C-4

Drawing Name: G:\PROJECTS\201905_13th Street-Cherokee to Garden-Concrete Rehab\G:\PROJECTS\201905_13th Street-Cherokee to Garden-Concrete Rehab.dwg Layout Name: 5 Details Plotted By: EATYABER Plotted on: 12/26/2019 2:22:43 PM

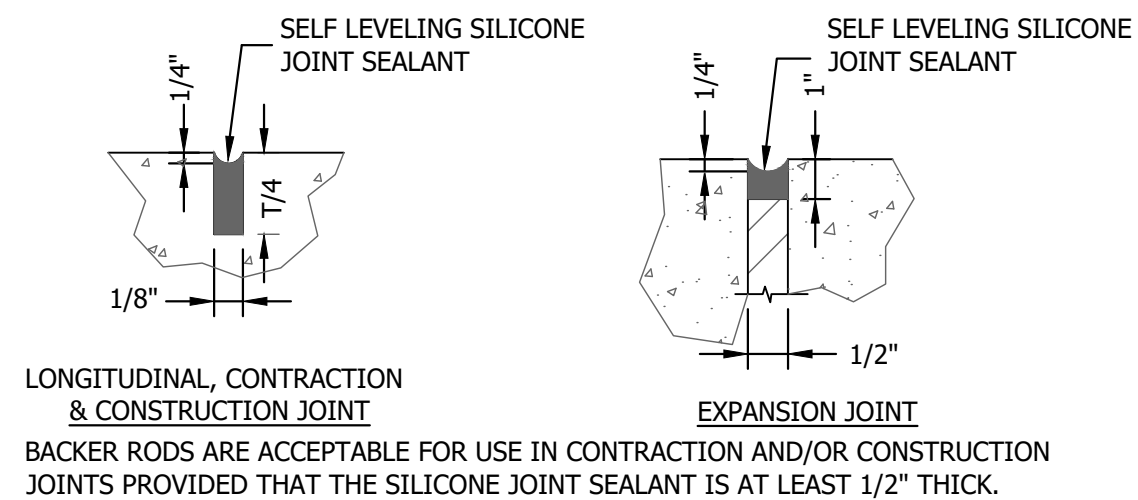


CONCRETE PAVING NOTES:

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

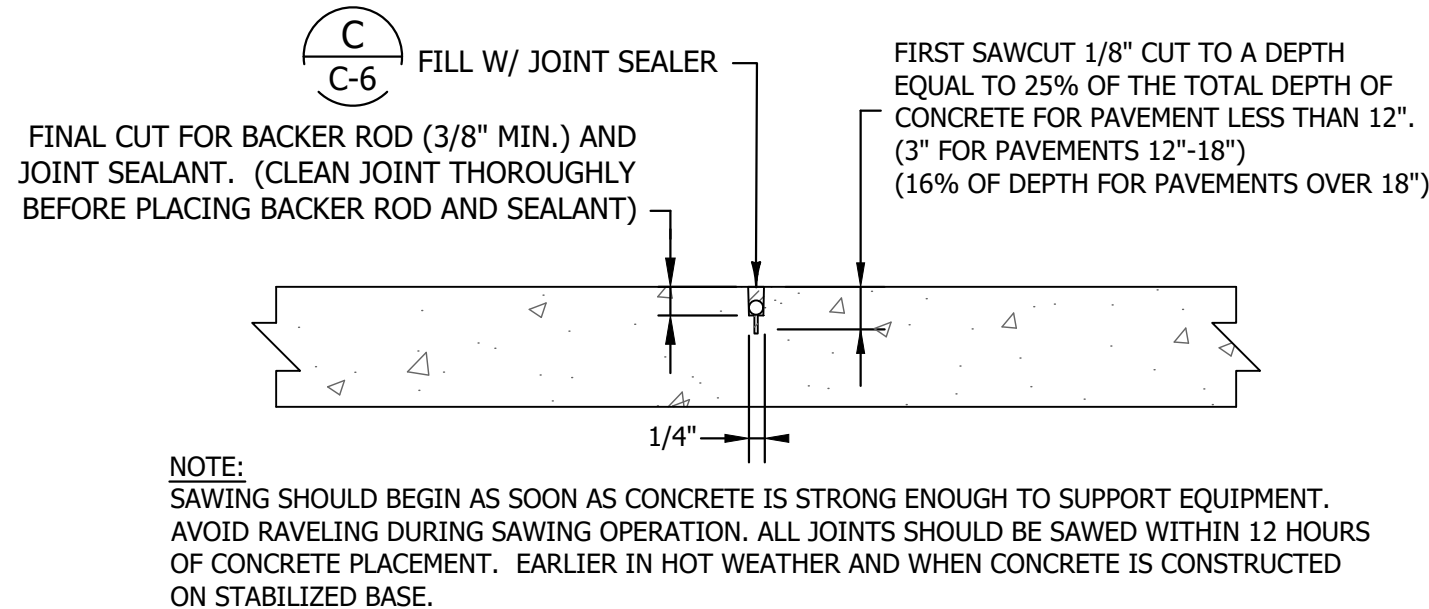
A TYPICAL CONCRETE PAVING SECTION

NTS



C JOINT SEAL DETAIL

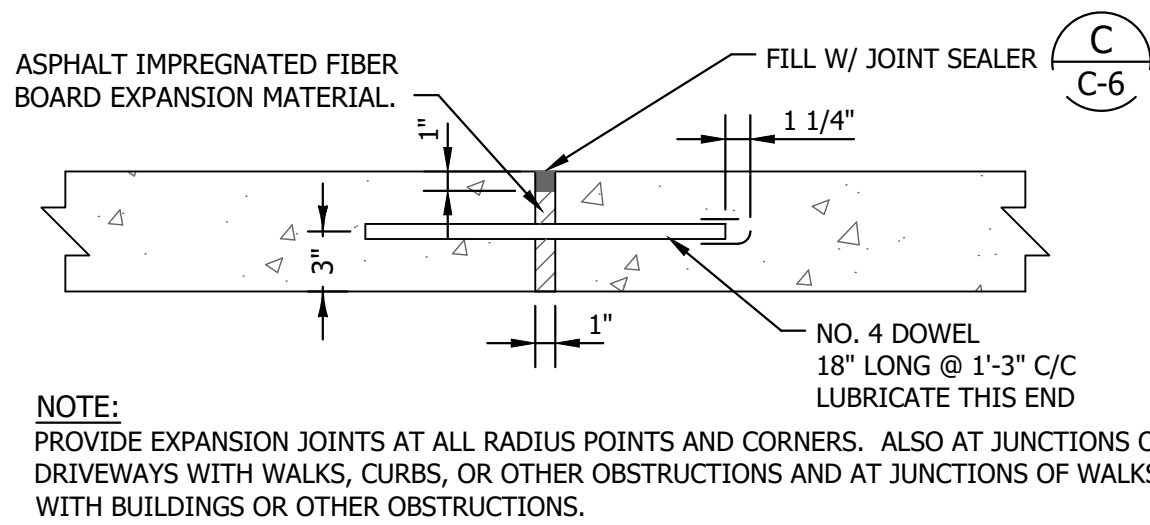
NTS



SAWED TRANSVERSE CONTRACTION JOINT

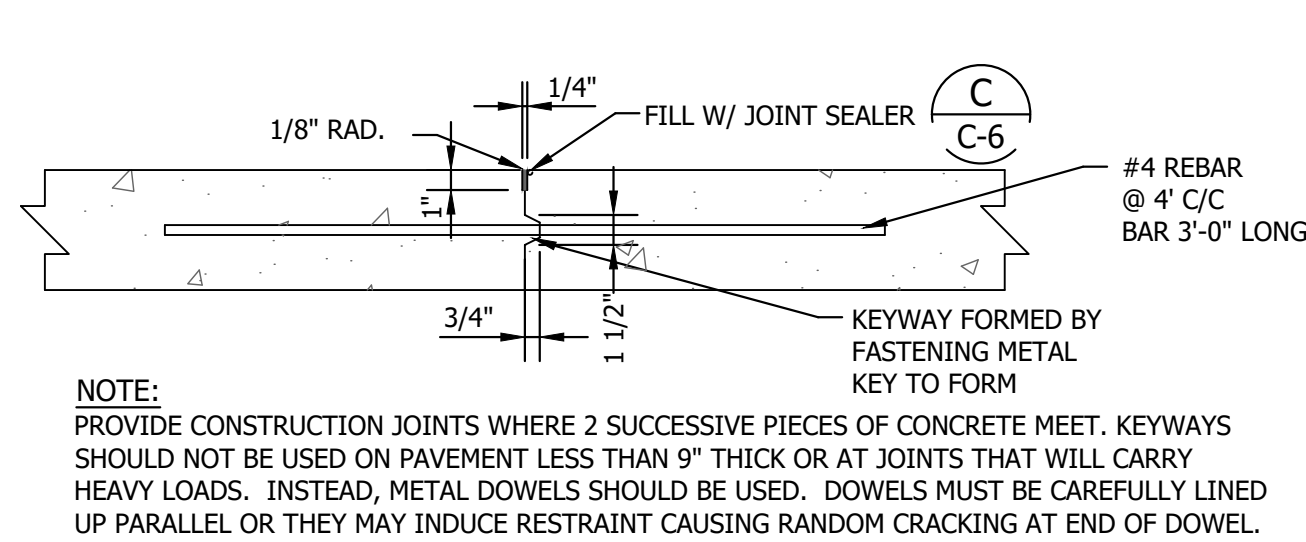
G1 CONTRACTION JOINT DETAILS

NTS



G2 EXPANSION JOINT DETAIL

NTS



G3 CONSTRUCTION JOINT DETAIL

NTS

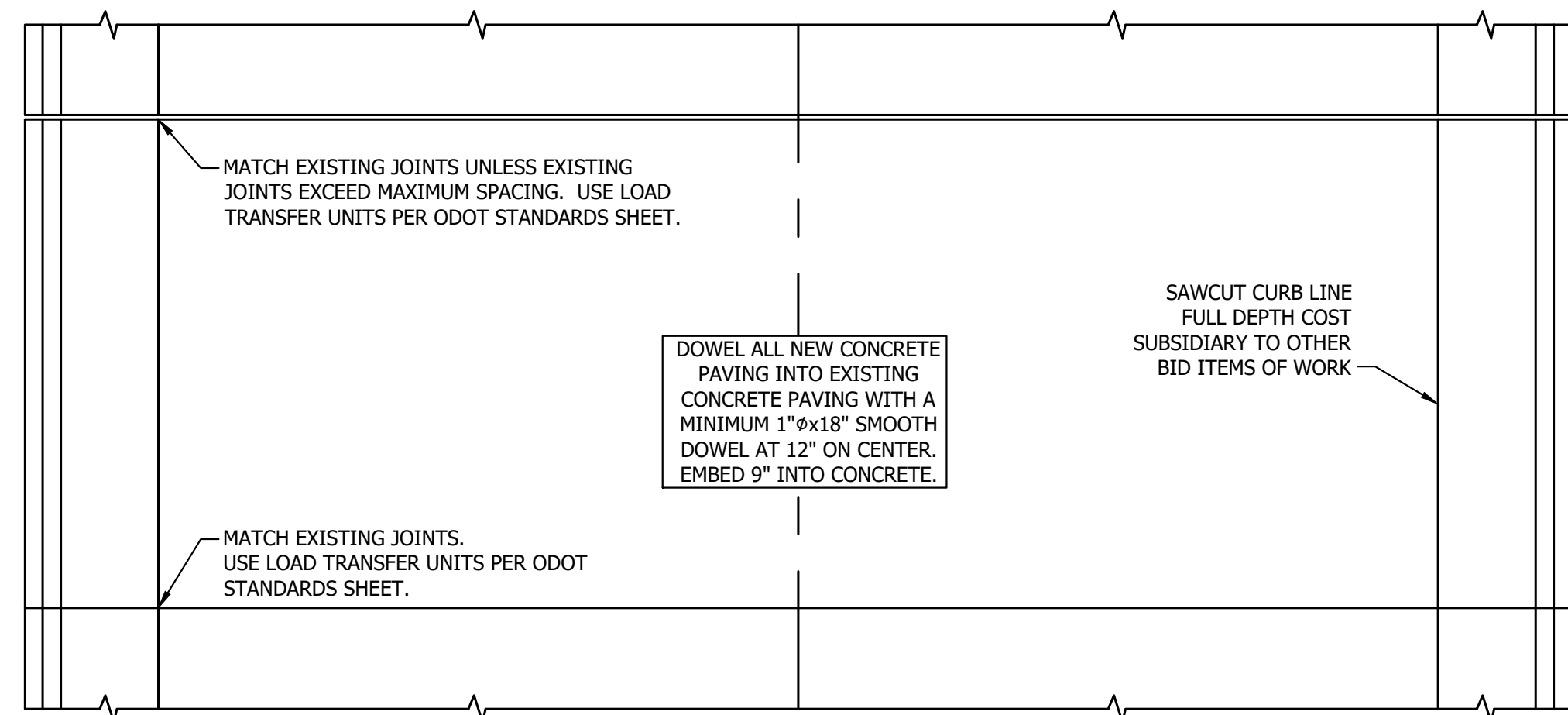
G STANDARD CONCRETE PAVEMENT JOINTS

NOTES:

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

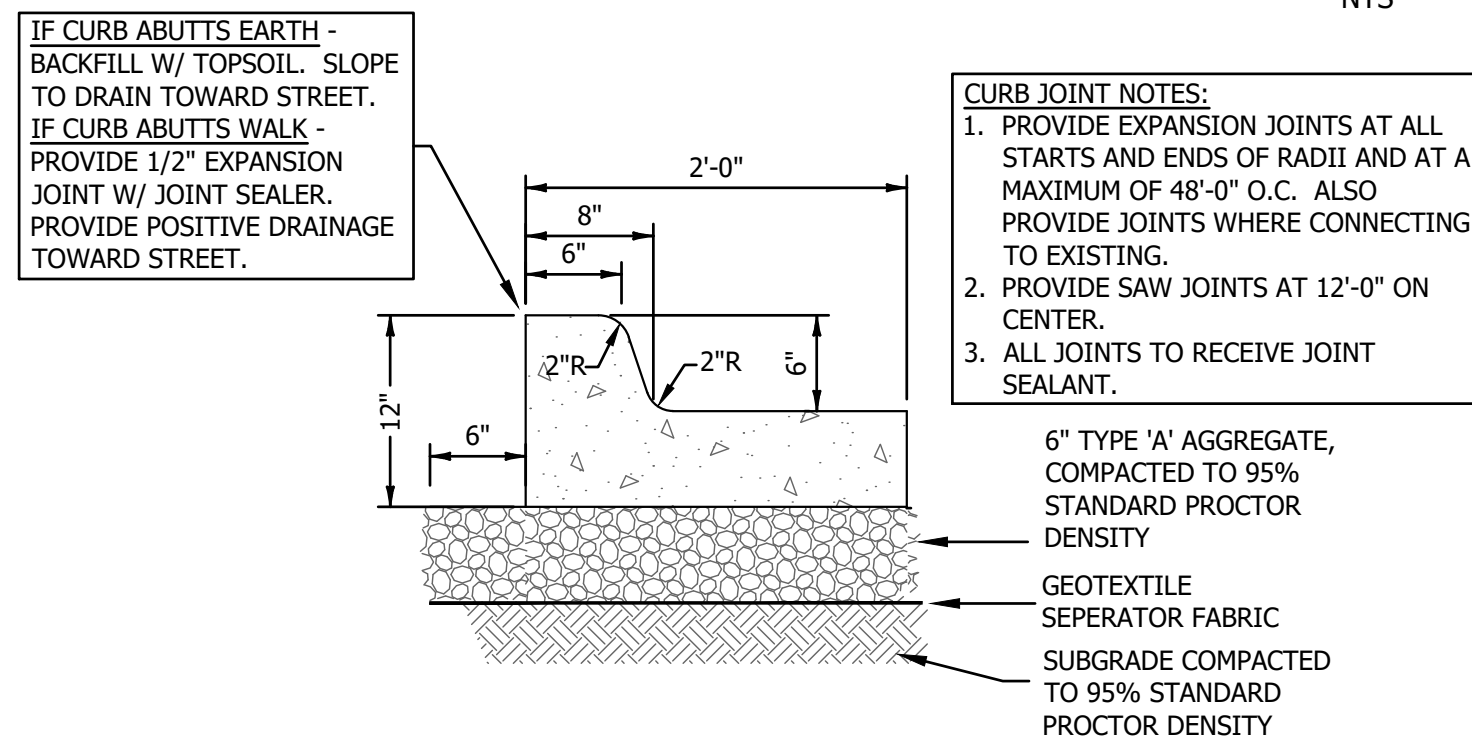
GENERAL NOTES:

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



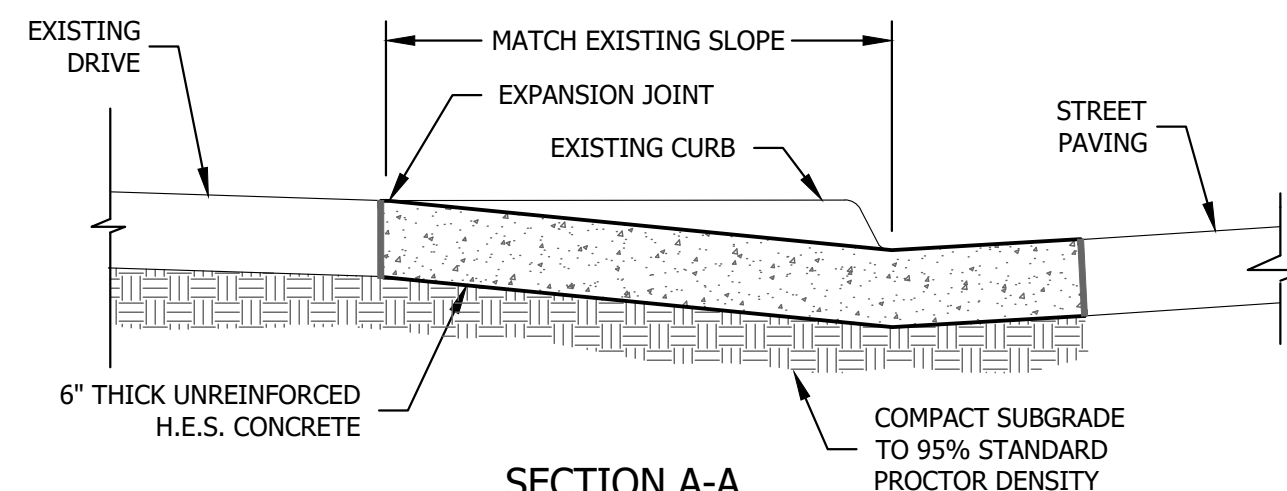
B TYPICAL PAVING DETAIL

NTS



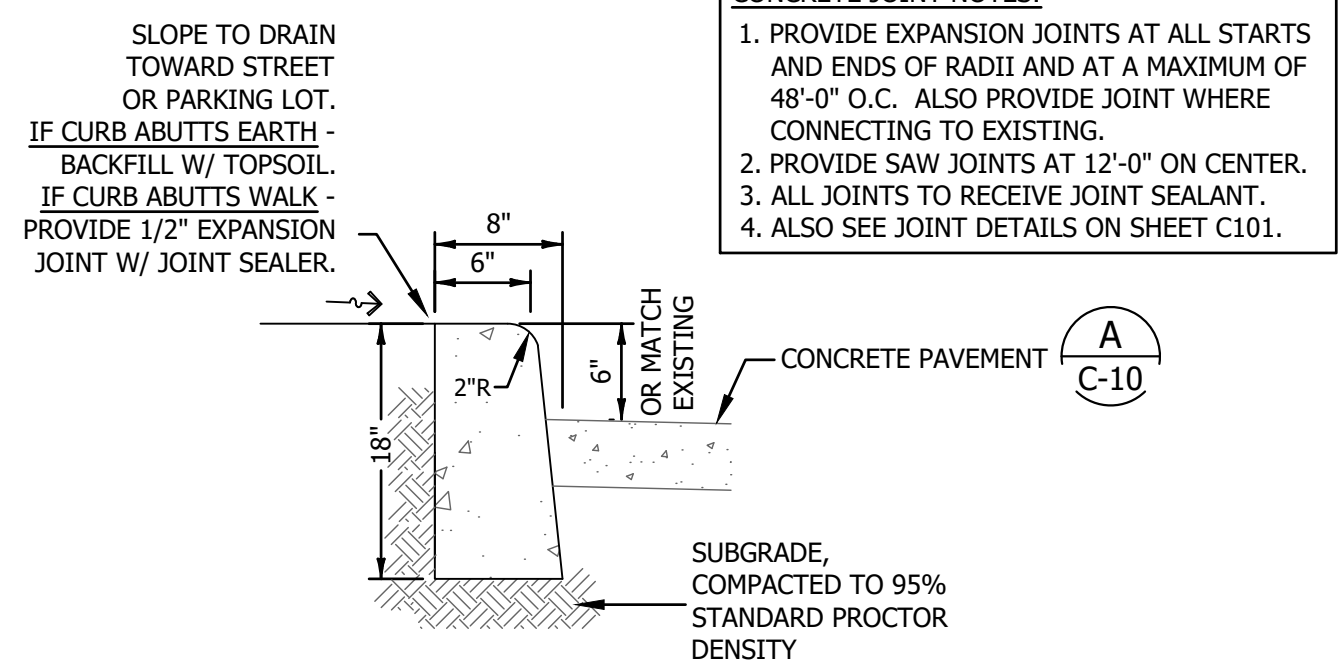
E 6" CONCRETE CURB & GUTTER

NTS



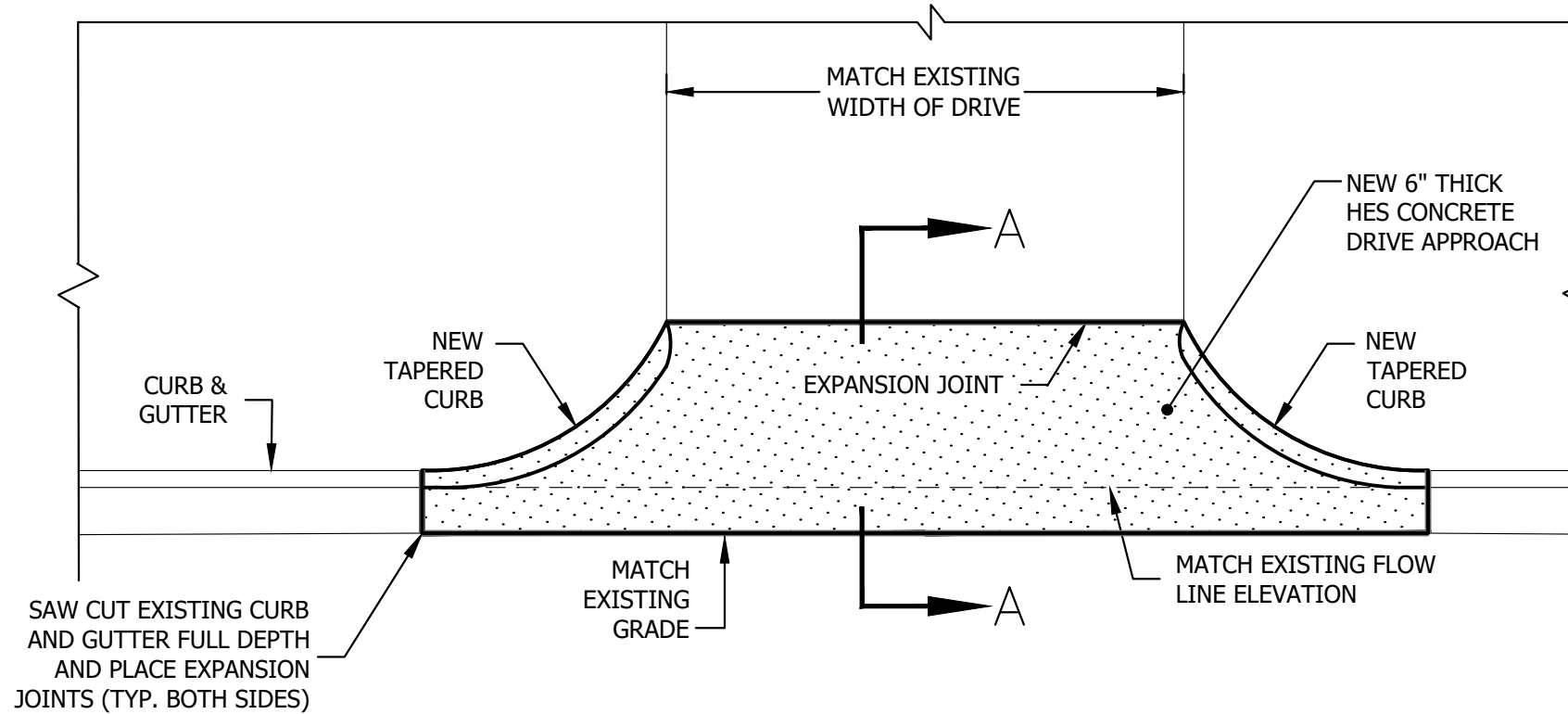
SECTION A-A

NTS



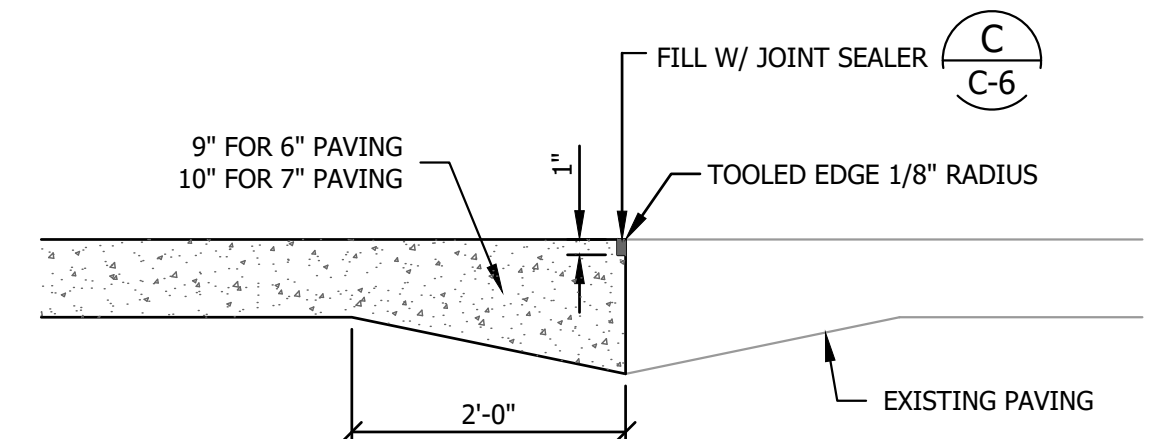
F 6" CONCRETE CURB

NTS



H TYPICAL DRIVEWAY APPROACH REPAIR

NTS



I THICKENED EDGE PAVING DETAIL

NTS

#	DATE	DESCRIPTION	BY

DESIGNED BY: EAT
DRAWN BY: EAT
CHECKED BY: WMS

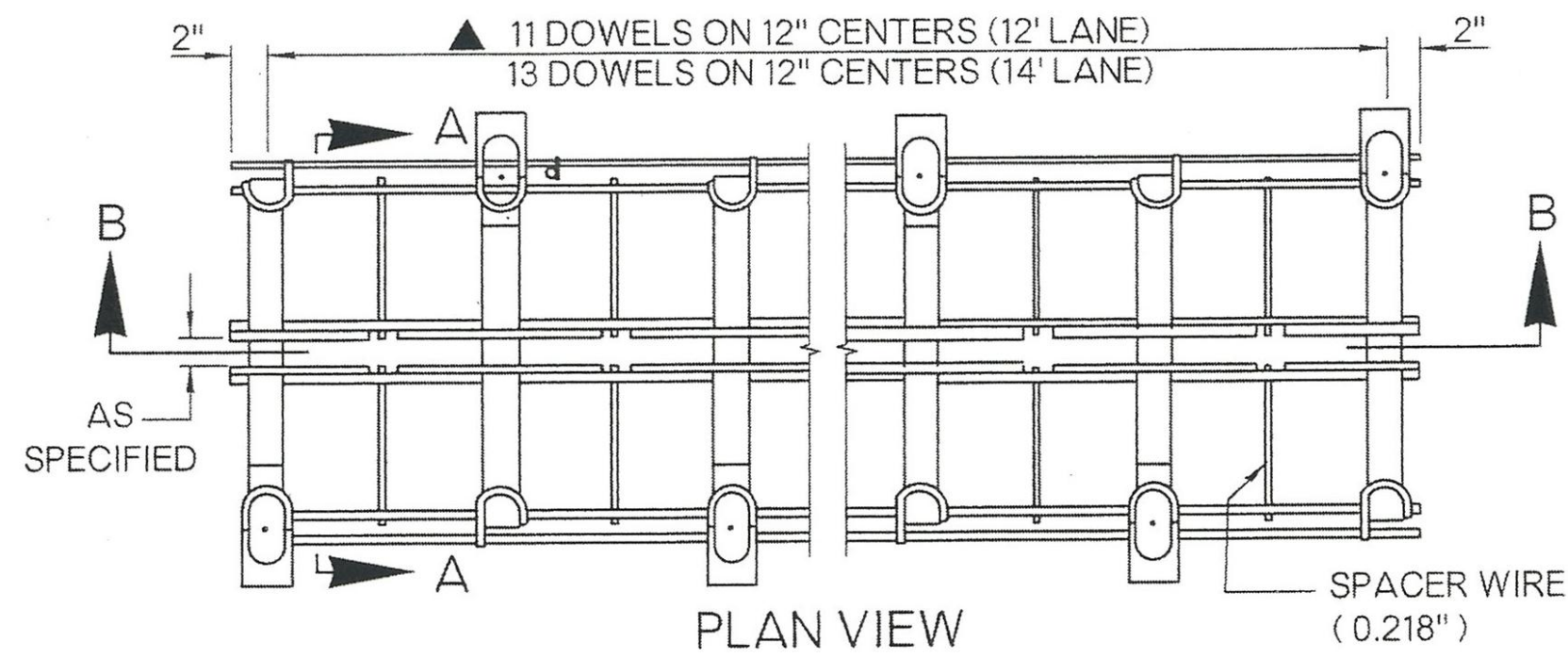
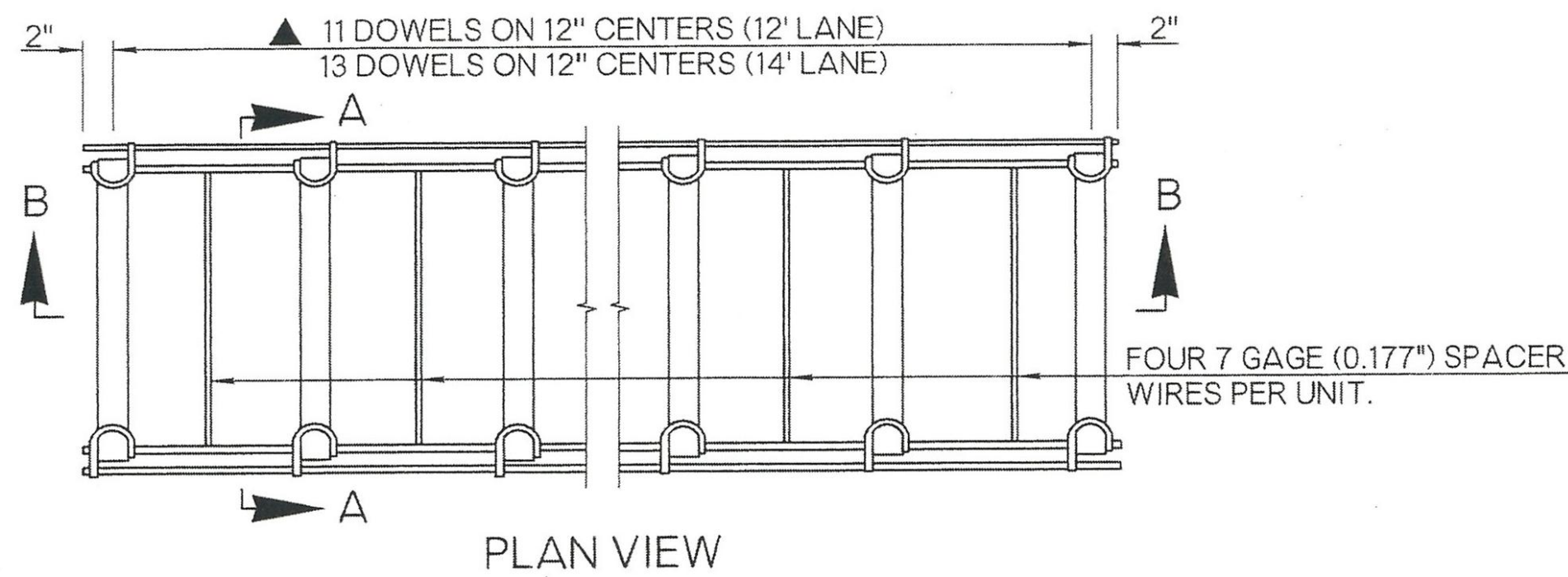
BID SET

PROJECT:
13TH STREET-CHEROKEE TO GARDEN
CONCRETE REHAB

PAVEMENT
DETAILS

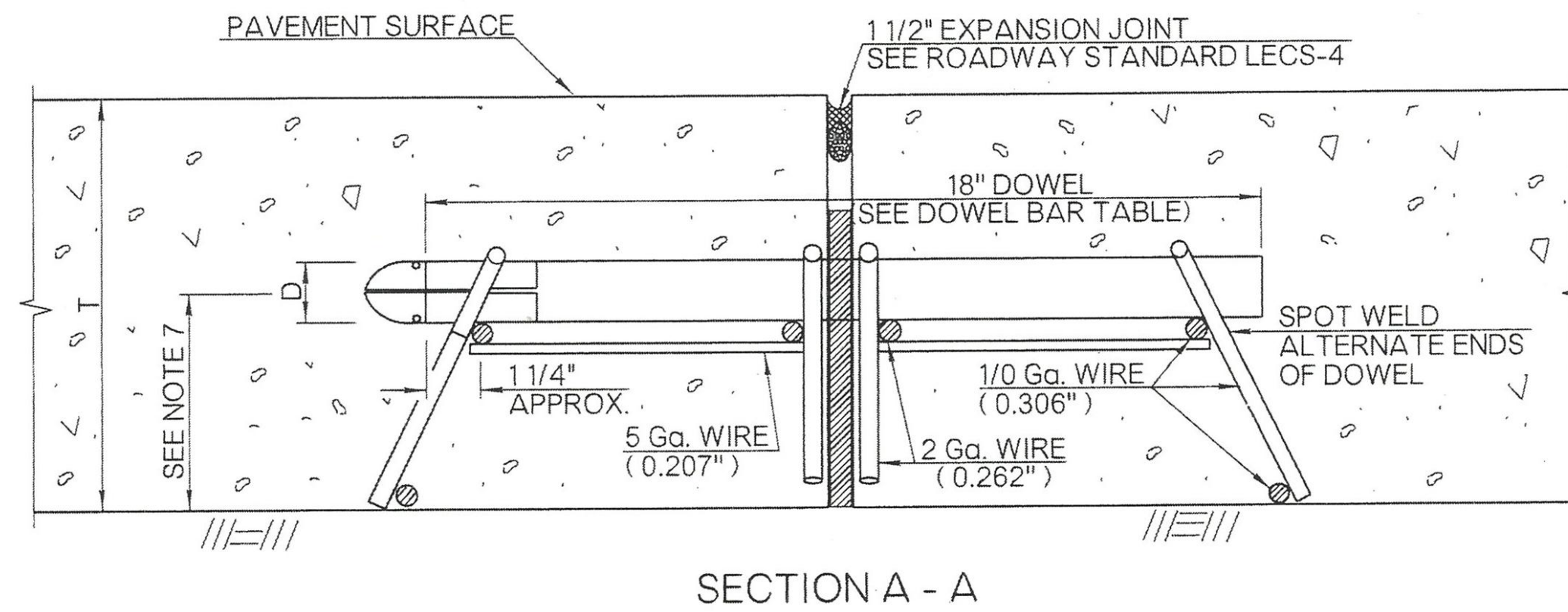
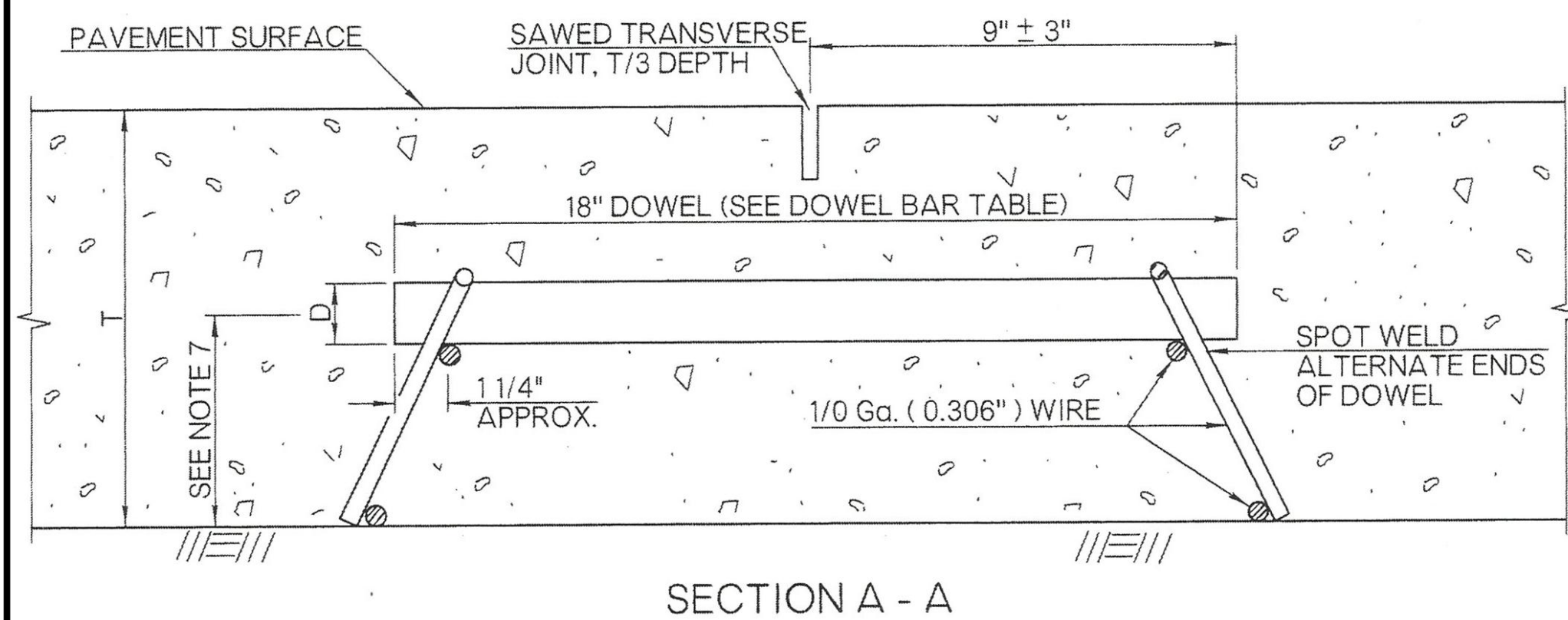
PROJECT NUMBER	DATE	SHEET
2019055	1/6/2020	C-5

Drawing Name: G:\PROJECTS\201905_13th Street-Cherokee to Garden-Concrete Rehab\CAD\201905_13th Street-Cherokee to Garden-Concrete Rehab.dwg Layout Name: 6 ODOT R-15 Dwg Plotted By: EXTABER Plotted on: 12/26/2019 2:22:48 PM



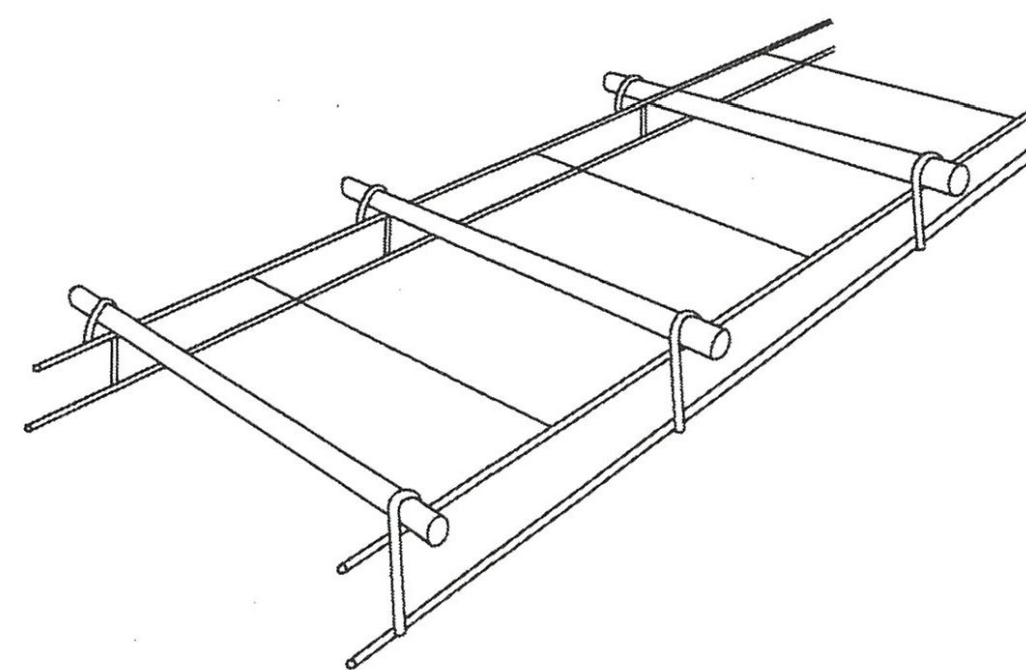
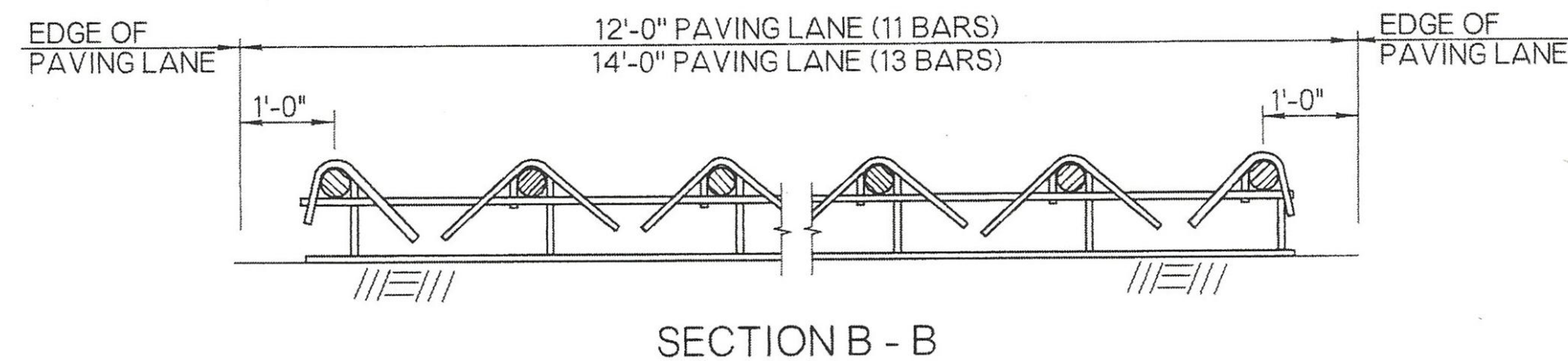
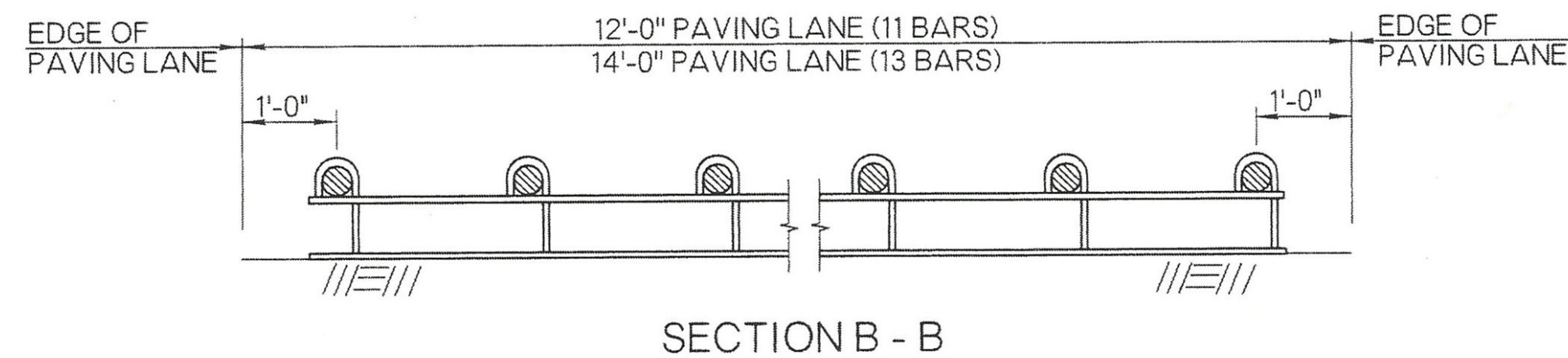
DOWEL BAR TABLE			
▲ SPACING & SIZE DATA			
(T) SLAB DEPTH	DOWEL DIA.	TOTAL DOWEL LENGTH	C/C DOWEL SPACING
6" - 8"	1"	18"	12"
8 1/2" - 10"	1 1/4"	18"	12"
10 1/2" & UP	1 1/2"	18"	12"

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

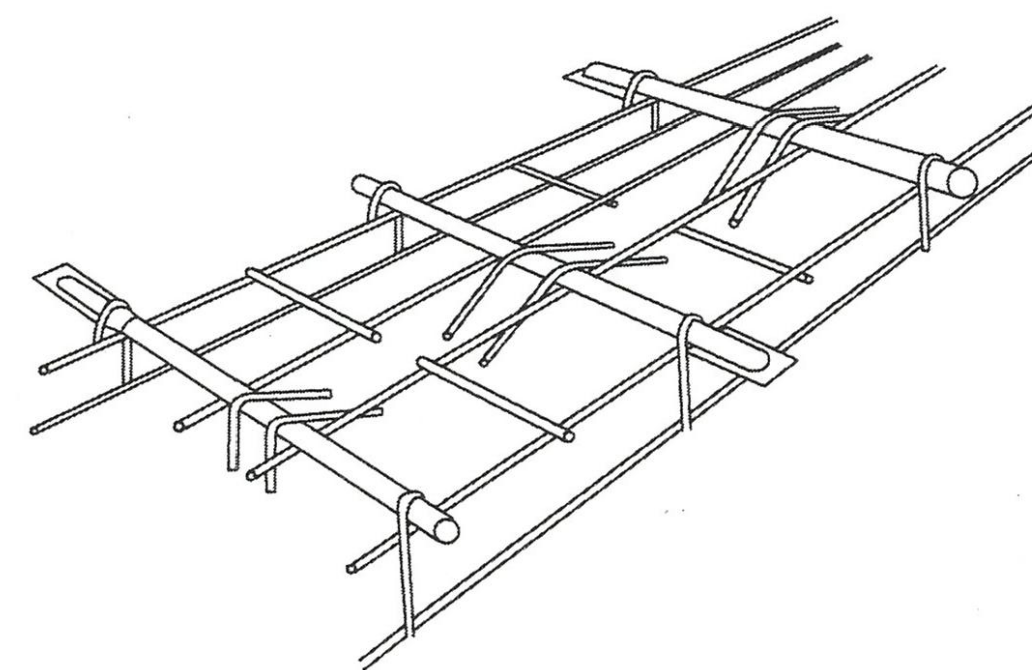


GENERAL NOTES

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



WELDED CONTRACTION JOINT ASSEMBLY



WELDED EXPANSION JOINT ASSEMBLY

APPROVED BY ROADWAY ENGINEER: <i>Calvin A.</i>	DATE: <i>04/16/15</i>
ROADWAY DESIGN DIVISION STANDARD	
LOAD TRANSFER UNITS FOR CONCRETE PAVEMENT JOINTS	
OKLAHOMA DEPARTMENT OF TRANSPORTATION	
2009 SPECIFICATIONS	
PROJECT NUMBER 2019055	DATE 1/6/2020
SHEET C-6	



ENGINEERING
SERVICES

#	DATE	DESCRIPTION	BY
			DESIGNED BY: EAT
			DRAWN BY: EAT
			CHECKED BY: WMS

BID SET
PROJECT:
13TH STREET-CHEROKEE TO GARDEN
CONCRETE REHAB

**ODOT R-15
TRANSFER JOINT DETAILS**

PROJECT NUMBER	DATE	SHEET
2019055	1/6/2020	C-6

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to adopt an ordinance amending Ordinance #3525; creating emergency measures related to the COVID-19 Pandemic; acknowledging the Mayor's Proclamation of Emergency 2020-02; and declaring an emergency.

Attachments:

Ordinance amending Ordinance #3525
Ordinance #3525
Proclamation 2020-02

II. STAFF COMMENTS AND ANALYSIS

If adopted, the ordinance would amend Ordinance #3525 and enact the following provisions:

- Close Adams Municipal Golf Course
- City meetings may resume where absolutely necessary but only by teleconference or videoconference
 - Authorities are still encouraged to meet only as absolutely necessary and to use teleconference or videoconference
- Close all daycare and childcare facilities
- Ban garage sales, estate sales, and auctions unless otherwise authorized by law (i.e. tax sales, sheriff's sales, etc. would still be allowed)
- Decrease crowding and improve social distancing in retail stores:
 - Used the "Lawton model" to reduce customer capacity for retailers
 - Customer capacity = (Building sf + customer fenced areas) / 500
 - This is less restrictive than voluntary actions already taken by Walmart
 - No minors under 16 allowed in retail stores as a customer
 - Only one member of a family/household is allowed in the store at one time
 - Made social distancing mandatory
 - Made use of PPE mandatory for retail operation employees where available
 - Required use of physical barrier to separate CSRs from customers
- Added the exact language from the Governor's order relating to the vulnerable population staying at home.

This ordinance may be enacted as is, amended to provide different restrictions, or not enacted at all. However, if no action is taken by the City Council, Ordinance #3525 would expire at midnight, April 6, 2020.

III. RECOMMENDED ACTION

Consider the attached ordinance and, if appropriate, adopt further restrictive measures and extend the actions taken in Ordinance #3525 via ordinance.

ORDINANCE NO. 3526

AN ORDINANCE AMENDING ORDINANCE #3525; CREATING EMERGENCY MEASURES RELATED TO THE COVID-19 PANDEMIC; ACKNOWLEDGING THE MAYOR'S PROCLAMATION OF EMERGENCY 2020-02; AND DECLARING AN EMERGENCY.

WHEREAS, on March 11, 2020, the World Health Organization (WHO) declared the coronavirus COVID-19 disease to be a pandemic; and

WHEREAS, on March 13, 2020, the President of the United States declared a National Emergency; due to the COVID-19 disease pandemic; and

WHEREAS, on March 15, 2020, the Governor of the State of Oklahoma declared an emergency caused by the impending threat of COVID-19 to the people of this State and the public's peace, health and safety; and

WHEREAS, on March 18, 2020, the City Council of the City of Bartlesville passed Resolution #3592 aimed at reducing the spread of COVID-19; and

WHEREAS, on March 23, 2020, in accordance with Section 2-466 of the Bartlesville Municipal Code, the Mayor of the City of Bartlesville proclaimed that a state of emergency existed in relation to the impending threat of COVID-19; and

WHEREAS, on March 23, 2020, the City Council of City of Bartlesville passed Ordinance #3525 which expanded the actions taken as part of Resolution #3592; and

WHEREAS, on March 24, 2020, the Governor of the State of Oklahoma issued the 4th amended Executive Order 2020-07 which required the closure of businesses in non-critical industry sectors; and

WHEREAS, on March 31, 2020 the COVID-19 Emergency Advisory Board met and recommended additional mitigation measures to be enacted by the City Council; and

WHEREAS, the City Council wishes to officially adopt the Governor's "Safer at Home" guidelines for "vulnerable individuals"; and

WHEREAS, on April 6, 2020, in accordance with Section 2-466 of the Bartlesville Municipal Code, the Mayor of the City of Bartlesville extended the state of emergency established by Proclamation 2020-01; and

WHEREAS, the City Council desires to further extend and strengthen the measures included in Ordinance #3525; and

WHEREAS, in consultation with the Washington County Health Department, the Washington County Medical Association, and the COVID-19 Emergency Advisory Board, the Council has determined that further actions are necessary to protect the safety of the citizens of Bartlesville; and

WHEREAS, Title 11 Section 22-120 of Oklahoma statutes grants municipal bodies broad authority to “make regulations to prevent the introduction of contagious diseases into the municipality and may enforce quarantine laws within five (5) miles of the municipal limits”;

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

THE FOLLOWING SECTIONS OF ORDINANCE #3525 ARE REPEALED AND AMENDED TO READ AS FOLLOWS:

SECTION 7: The Bartlesville Public Library, History Museum, and Adams Municipal Golf Course are hereby closed to the public.

SECTION 8: All City Council, authority, board, and committee meetings are hereby directed to meet only as absolutely necessary. All City Council, board, and committee meetings are required to utilize the provisions of Senate bill 661 and to conduct only teleconference or videoconference meetings. Authorities are required to utilize teleconference or videoconference whenever it is technologically feasible. In order to simplify implementation of teleconference and videoconference meetings, the requirement for citizens to be heard is hereby suspended for all meetings during the duration of this emergency.

SECTION 12: Effective 11:59 pm, Tuesday, April 7, 2020 and continuing so long as this ordinance is in effect, all bars of any type which provide items for off-premises consumption, breweries, taverns, and restaurants are restricted to providing only drive-through, take-out, or delivery of food, sale of pre-packaged alcohol as authorized for sale under state law, or sale of other retail items as authorized for sale under state law. These establishments shall not allow ingress or egress into their facility by the public. These restrictions shall not apply to institutional or in-house food cafeterias that service residents, employees, and clients of businesses, hospitals and/or medical clinics, and long-term care facilities.

SECTION 13: Effective 11:59 pm, Tuesday, April 7, 2020 and continuing so long as this ordinance is in effect, the following places are closed to the public and all persons, except personnel necessary for maintenance of the facility and grounds, are restricted from such places:

1. Athletic gyms, exercise facilities, indoor sports facilities, indoor climbing facilities, bowling alleys, skating rinks, trampoline parks, and similar recreational facilities;
2. Movie theaters;
3. Shopping mall food courts;
4. Daycare and childcare facilities.

SECTION 16: The restrictions imposed by this Ordinance do not apply to any of the following:

1. Places of public accommodation that offer food and beverage not for on-premises consumption, including grocery stores, markets, convenience stores, pharmacies, drug stores, and food pantries, other than those portions of the place of public accommodation subject to the requirements of this section;
2. Health care facilities, residential care facilities, and congregate care facilities; and
3. Crisis shelters, soup kitchens, or similar institutions.

THE FOLLOWING SECTIONS OF ORDINANCE #3525 ARE REPEALED, RENUMBERED AS SHOWN, AND AMENDED TO READ AS FOLLOWS:

SECTION 21 (renumbered to SECTION 24): Except as otherwise indicated or previously authorized, these measures will take effect on Monday, April 6, 2020 at 11:59 pm and shall stay in effect until May 4, 2020 at 11:59 pm. This ordinance shall be reviewed and, if warranted, amended or renewed by the City Council at its regularly scheduled meeting on May 4, 2020.

SECTION 22 (renumbered to SECTION 25): An emergency is hereby declared to exist for the preservation of the public peace, health, and safety, and by reason whereof, this Ordinance shall be effective immediately upon its passage.

THE FOLLOWING SECTIONS ARE TO BE ADDED TO ORDINANCE #3525:

SECTION 21: All garage sales, estate sales, auctions, and other similar gatherings, unless provided for by law, for the purpose of making sales to the public are hereby banned within the city limits of the City of Bartlesville.

SECTION 22: The following measures are enacted in order to decrease crowding and increase the effectiveness of social distancing in retail operations that are still operating and that the public is allowed to access in accordance with this ordinance and the Governor's executive order 2020-07 as amended:

1. Reduce number of customers allowed to enter a retail building or facility.
 - a. Maximum customers allowed in a retail building or facility shall be determined as follows:
 - i. Calculate the square footage of the building including any existing fenced outdoor areas where customers are allowed access to items made available for sale
 - ii. Divide the square footage by 500
 - b. Clearly post the maximum number of customers allowed within the building or facility at all entrances and exits
 - c. All retail stores are required to monitor the number of customers inside their building or facility at all times and to not exceed their occupancy limit calculated above
 - d. Customers waiting to enter a building or facility are required to maintain 6' between themselves and all other persons at all times. Retail businesses shall provide for markings or other means to ensure compliance with the 6' rule.
 - e. Nothing in this section would prevent a retailer from voluntarily restricting their customer occupancy further.

2. No minors under the age of 16 are allowed to enter into any retail operation as a customer
3. Only one (1) member per household/family is allowed to enter into any retail operation as a customer
4. Mandatory provisions for social distancing inside all retail operations shall include:
 - a. Signage, warnings, and instructions for proper social distancing to be posted throughout the retail operation
 - b. All customers and employees of retail operations shall maintain a minimum of 6' between themselves and all other persons at all times
 - c. Where available, use of personal protective equipment (PPE) is required for retail employees
 - d. Physical barriers to separate customer service representatives from customers in retail operations are required

SECTION 23: Adults over the age of sixty-five (65) and people of any age who have serious underlying medical conditions, collectively referred to as "vulnerable individuals," shall stay in their home or place of residence except for working in a critical infrastructure sector, as more particularly described herein, and the conduct of essential errands. Essential errands shall mean those errands which are critical to everyday life and includes obtaining medication, groceries, gasoline, and visiting medical providers. The vulnerable population is encouraged to use delivery and/or curbside services whenever available

**APPROVED AND THE EMERGENCY CLAUSE ACTED UPON SEPARATELY BY
THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF
BARTLESVILLE THIS 6TH DAY OF APRIL 2020.**

Dale Copeland, Mayor
City of Bartlesville

City Clerk
City of Bartlesville

ORDINANCE NO. 3525

AN ORDINANCE CREATING EMERGENCY MEASURES RELATED TO THE COVID-19 PANDEMIC; ACKNOWLEDGING THE MAYOR'S PROCLAMATION OF EMERGENCY 2020-01; AND DECLARING AN EMERGENCY.

WHEREAS, on March 11, 2020, the World Health Organization (WHO) declared the coronavirus COVID-19 disease to be a pandemic; and

WHEREAS, on March 13, 2020, the President of the United States declared a National Emergency; due to the COVID-19 disease pandemic; and

WHEREAS, on March 15, 2020, the Governor of the State of Oklahoma has declared an emergency caused by the impending threat of COVID-19 to the people of this State and the public's peace, health and safety; and

WHEREAS, on March 18, 2020, the City Council of the City of Bartlesville passed Resolution 3592 aimed at reducing the spread of COVID-19; and

WHEREAS, on March 23, 2020, in accordance with Section 2-466 of the Bartlesville Municipal Code, the Mayor of the City of Bartlesville proclaimed that a state of emergency existed in relation to the impending threat of COVID-19; and

WHEREAS, the City Council desires to reinforce and strengthen the measures included in Resolution 3592; and

WHEREAS, in consultation with the Washington County Health Department and the Washington County Medical Association, the Council has determined that further actions are necessary to protect the safety of the citizens of Bartlesville; and

WHEREAS, Title 11 Section 22-120 of Oklahoma statutes grants municipal bodies broad authority to "make regulations to prevent the introduction of contagious diseases into the municipality and may enforce quarantine laws within five (5) miles of the municipal limits";

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

SECTION 1: All existing special event permits are hereby revoked and no further special event permits will be issued while these measures remain in effect.

SECTION 2: Municipal Court is hereby suspended other than by teleconference where required. No further failure to appear warrants will be issued or served while these measures remain in effect.

SECTION 3: All Code Enforcement hearings are suspended while these measures remain in effect.

SECTION 4: Public gatherings of greater than 10 people will not be allowed at any City owned or managed facilities except as required by law. All reservations of City facilities are suspended, and deposits held for any current reservations shall be refunded in full.

SECTION 5: Further utility cutoffs are suspended, and the City Manager is directed to reestablish service for any disconnected customer. Amounts due will not be forgiven.

SECTION 6: City owned pools shall not be opened while these measures are in effect.

SECTION 7: The Bartlesville Public Library and History Museum are hereby closed to the public.

SECTION 8: All City board and committee meetings are hereby canceled except for City Council and Authority meetings. Authorities are encouraged to meet only when absolutely necessary. When meeting, the City Council and Authorities are required to utilize the provisions of Senate bill 661 and to conduct only teleconference meetings where technologically possible. In order to simplify implementation of teleconference meetings, the requirement for citizens to be heard is hereby suspended for all meetings during the duration of this emergency.

SECTION 9: The use of City owned meeting rooms for public gatherings of any size is hereby prohibited. Meeting rooms may still be used by City staff when necessary.

SECTION 10: All in-person gatherings for social, spiritual, and recreational purposes, including, but not limited to community, civic, public, leisure, faith-based, or sporting events; parades, concerts, festivals, conventions, fundraisers and similar activities are **strongly** discouraged while these measures are in effect.

SECTION 11: Effective 5:00 pm, Tuesday, March 24, 2020 and continuing so long as this ordinance is in effect, all bars of any type who do not provide items for off-premises consumption shall be closed to the public.

SECTION 12: Effective 5:00 pm, Tuesday, March 24, 2020 and continuing so long as this ordinance is in effect, all bars of any type which provide items for off-premises consumption, breweries, taverns, and restaurants are restricted to providing only drive-through, take-out, or delivery of food, sale of pre-packaged alcohol as authorized for sale under state law, or sale of other retail items as authorized for sale under state law. These establishments shall not allow ingress or egress into their facility by the public. These restrictions shall not apply to institutional or in-house food cafeterias that service residents, employees, and clients of businesses, child care facilities, hospitals and/or medical clinics, and long-term care facilities.

SECTION 13: Effective 5:00 pm, Tuesday, March 24, 2020 and continuing so long as this ordinance is in effect, the following places are closed to the public and all persons, except personnel necessary for maintenance of the facility and grounds, are restricted from such places:

1. Athletic gyms, exercise facilities, indoor sports facilities, indoor climbing facilities, bowling alleys, skating rinks, trampoline parks, and similar recreational facilities;
2. Movie theaters;
3. Shopping mall food courts.

SECTION 14: Effective 5:00 pm, Tuesday, March 24, 2020 and continuing so long as this ordinance is in effect, tattoo shops, and massage therapists, barber shops, haircut and styling shops, and spas shall operate only under the following conditions: by appointment only with no walk-in customers; appointments shall not be scheduled and held within 15 minutes of the preceding appointment; the individual client shall not bring any other persons, including children, to be present within the facility during an appointment; and that all workstations are hereby required to have a minimum of (six) 6 feet of space from the adjoining workstation, to promote social distancing.

SECTION 15: Any of the businesses restricted or closed by these temporary regulations, which have current commercial utility accounts, may, upon application with the City of Bartlesville, receive a temporary 25% (twenty-five percent) discount on City utility bills (defined as including water, sewer, and sanitation charges only) during the time these temporary regulations remain in effect. This discount does not apply to any other utility accounts, other than the businesses restricted or closed within Sections 11, 12, 13, and 14 of this Ordinance. Additionally, any business subject to these limitations, found to be in violation of these regulations by City officials, shall then be ineligible and immediately disqualified for the temporary 25% (twenty-five percent) discount.

SECTION 16: The restrictions imposed by this Resolution do not apply to any of the following:

1. Places of public accommodation that offer food and beverage not for on-premises consumption, including grocery stores, markets, convenience stores, pharmacies, drug stores, and food pantries, other than those portions of the place of public accommodation subject to the requirements of this section;
2. Health care facilities, child care facilities, and residential care facilities, congregate care facilities; and
3. Crisis shelters, soup kitchens, or similar institutions.

SECTION 17: The City Manager is directed and authorized to take the following actions:

1. Where practical, to close portions of public facilities to the public and encourage the use of email, telephone, and other remote methods of conducting business with the City
2. To modify work schedules and conditions as necessary to ensure business continuity and employee safety
3. To invoke special protocols to limit the risk of exposure for City employees
4. To establish procedures for certain employees to telecommute where practical
5. To provide paid administrative leave for employees who have potentially been exposed to COVID-19 as per management developed policy. Employees who are sick or caring for a sick family member will continue to take leave as per current policy.
6. Establish mandatory disinfection protocols for all City facilities
7. Take other actions as necessary to preserve the health and safety of City employees
8. As needed and where prudent, utilize funding from the Capital Reserve Fund to purchase items necessary to facilitate these directions
9. The City Manager is hereby authorized to make emergency purchases for \$50,000 or less without the requirement to obtain quotes or bids as required by Section 2-180 of the Bartlesville municipal code. Non-emergency purchases shall continue to follow standard procedures.

SECTION 18: The Bartlesville Chief of Police and the Bartlesville Police Department are hereby directed and authorized to strictly enforce Oklahoma's prohibition against the willful exposure of those affected by contagious diseases in public places and thoroughfares as provided in 21 O.S. § 1199.

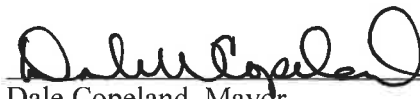
SECTION 19: There is hereby created a COVID-19 Emergency Advisory Board. The Mayor and Vice Mayor shall serve as the council representatives. Other members of the advisory board shall be appointed by the Mayor and Vice Mayor and confirmed by the City Council. The advisory board shall be comprised of the City Manager, Fire Chief, Police Chief, experts in the fields of medicine, emergency management, county government, and other persons as deemed necessary by the Mayor and Vice Mayor. The advisory board shall review all measures instituted by the ordinance and make recommendations to the Council on amendments hereto. The advisory board shall be subject to all municipal laws including the open meetings act and open records act. They shall meet as often as necessary and shall utilize teleconference as authorized by Senate bill 661 whenever feasible.

SECTION 20: The Bartlesville Development Authority is hereby directed to create a task force to study the economic impact of the COVID-19 pandemic. The task force should be comprised of experts in the fields of economics, medicine, banking, and economic development as well as local business members, a member of the City Council, and a member from the Chamber of Commerce. The task force will focus on current business retention, small business assistance during the current crisis, and a path to eventual economic recovery.


SECTION 21: Except as otherwise indicated or previously authorized, these measures will take effect on Monday, March 23, 2020 at 11:59 pm and shall stay in effect until April 6, 2020 at 11:59 pm. This ordinance shall be reviewed and, if warranted, amended or renewed by the City Council at its regularly scheduled meeting on April 6, 2020.

SECTION 22: An emergency is hereby declared to exist for the preservation of the public peace, health, and safety, and by reason whereof, this Ordinance shall be effective immediately upon its passage.

APPROVED AND THE EMERGENCY CLAUSE ACTED UPON SEPARATELY BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 23RD DAY OF MARCH, 2020.



Dale Copeland, Mayor
City of Bartlesville



City Clerk
City of Bartlesville

VOTE:

MR. STUART

MR. DORSEY

MR. CURD

VICE MAYOR GENTGES

MAYOR COPELAND

aye	no
aye	no
aye	no
aye	no
aye	no

PROCLAMATION NO. 2020-02

A PROCLAMATION DECLARING A STATE OF EMERGENCY RELATED TO THE COVID-19 VIRUS AND EXTENDING THE PROVISIONS OF PROCLAMATION 2020-01.

WHEREAS, on March 11, 2020, the World Health Organization (WHO) declared the coronavirus COVID-19 disease to be a pandemic; and

WHEREAS, on March 13, 2020, the President of the United States declared a National Emergency; due to the COVID-19 disease pandemic; and

WHEREAS, on March 15, 2020, the Governor of the State of Oklahoma has declared an emergency caused by the impending threat of COVID-19 to the people of this State and the public's peace, health and safety; and

WHEREAS, on March 23, 2020, I, the Mayor of the City of Bartlesville, proclaimed that an emergency existed within the corporate limits of the City of Bartlesville due to the threat of the COVID-19 disease pandemic; and

WHEREAS, health professionals and researchers have determined COVID-19 is spread by human contact and interaction; and

WHEREAS, practicing methods such as social distancing is believed to slow the spread of COVID-19; and

WHEREAS, in consultation with the Washington County Health Department, the Washington County Medical Association, and the COVID-19 Emergency Advisory Board, the aforementioned conditions have been determined to constitute a threat to the safety and welfare of the citizens of the City of Bartlesville; and

WHEREAS, these conditions create an emergency situation within the meaning of Section 683.3, Oklahoma Emergency Act of 2003, as amended and Section 2-466 of the Bartlesville Municipal Code;


NOW, THEREFORE, BY VIRTUE OF THE AUTHORITY VESTED IN ME BY STATE LAW AND THE CITY OF BARTLESVILLE, I, DALE COPELAND, MAYOR OF THE CITY OF BARTLESVILLE, OKLAHOMA, DO HEREBY PROCLAIM AND DECLARE:

SECTION ONE: A state of emergency continues to exist within the corporate limits of the City of Bartlesville, Oklahoma.

SECTION TWO: This proclamation shall become effective at 11:59 PM, April 2, 2020.

SECTION THREE: This state of emergency shall continue until 11:59 PM, May 4, 2020 unless extended or terminated earlier by further proclamation.

PROCLAIMED THIS 2ND DAY OF APRIL, 2020.

A handwritten signature in black ink, appearing to read "Dale W. Copeland", written over a horizontal blue line.

Dale Copeland, Mayor
City of Bartlesville

A handwritten signature in black ink, appearing to read "Jason M. Smith", written over a horizontal blue line.

City Clerk
City of Bartlesville