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

REGULAR MEETING OF THE BARTLESVILLE CITY COUNCIL
Monday, March 7, 2022
at 7 p.m.

Mayor Dale Copeland
918-338-4282

AGENDA

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

2. **Roll call and establishment of a quorum.**

3. **Invocation by Pastor Joe Colaw, First Wesleyan Church.**

4. **Citizens to be heard.**

5. **City Council Announcements, Commendations and Proclamations.**
   - Presentation of a Life Saving Awards to Officer Steven Letterman, Officer Kenneth Jackson, Officer Patrick Ballard, Officer Shawn Caudle, and Corporal Ryan Deshields by Police Chief Tracy Roles.

6. **Authorities, Boards, Commissions and Committee Openings**
   - One opening on the Park Board
   - Two openings on the White Rose Cemetery Board

7. **Consent Docket**
   a. **Approval of Minutes**
      i. The Regular Meeting Minutes of Monday, February 7, 2022.

   b. **Approval of Appointment, Reappointments and Ratifications to Authorities, Boards, Commissions and Committees**
      i. Appointment of Mr. Graeme Biggs to fill an unexpired term on the Community Center Trust Authority at the recommendation of Mayor Copeland.
      ii. Appointment of Mr. Verlyn Timmons and Mr. Bruce Kinkade to three year terms each on the Sanitary Sewer Improvement Oversight Committee at the recommendation of Councilmember Dorsey.
      iii. Reappointment of Mr. Gary Reheis, Ms. Adrene Linehan, and Mr. Paul Taylor to additional three year terms on the Adams Golf Course Committee at the recommendation of Councilmember Dorsey.

   c. **Approval of Agreements, Contracts, Leases, Memorandums of Understanding, and Proposals.**
      i. Amendment to Contract No. F-22-041 between the Oklahoma Department of Libraries and the City of Bartlesville/Bartlesville Public Library extending the date to receive grant funds to August 15, 2022.

ii. Annual Contract between the City of Bartlesville/Bartlesville Public Library and TK Elevator (formally known as Thyssenkrupp Elevator) for annual maintenance of the Library's two elevators.
iii. Amendment with Tyler Technologies for Utility Bill Software for $134,662.00.
iv. Engagement Letter for audit services with Arledge and Associates P.C.
v. Contract with KRS, manager of the Phillips 66 Company proprietary aviation customer loyalty program, which will allow customers to earn points based on the volume of jet fuel and aviation fuel purchased referred to as the "WingsPoints Program".
vi. Airport Hangar Lease Agreement between the City of Bartlesville/Bartlesville Airport and Bobbi and Brittney Day on a month-to-month basis in the amount of $150 a month.
vii. Professional Service Contract with Ambler Architects for construction administration services for the Library Teen Center Addition.

d. Receipt of Land Donation

i. Receipt of a donation of 4.76-acres of land located in the SE/4 of Section 8, Township 26 North, Range 13 East from J.D. Stotts for Pathfinder Parkway.

e. Receipt of Financials

i. Interim Financials for the seven months ending January 31, 2022.

8. **Discuss and take possible action on a Bartlesville Development Authority proposal to provide development assistance of $30,430 to Luigi's Italian Restaurant upon completion of their new and expanded facility at 1409 SE Washington Boulevard, Bartlesville, Oklahoma. Presented by David Wood, President, Bartlesville Development Authority.**

9. **Discuss and take possible action to approve a Letter of Support from the City of Bartlesville and Bartlesville Fire Department for Immediate Advanced Medics operating a Prehospital EMRA and a Standby EMRA, as required per Oklahoma State EMS Code 310:641-15-2(i)(i). Presented by Councilmember Billie Roane.**

10. **Discuss and take possible action to award a contract for the completion of a conference center feasibility study to Hunden Strategic Partners in an amount not to exceed $48,800. Presented by Lisa Beeman, Director, Community Development.**

11. **Discuss and take possible action on a proposal from Adam Pratt of the Lake Hudson Trail Building Group to create a mountain bike trail at Hudson Lake, a city-owned lake located northwest of Bartlesville as recommended by the Park Board. Presented by Lisa Beeman, Director, Community Development.**

12. **New Business.**

13. **City Manager and Staff Reports.**

14. **City Council Comments and Inquiries.**

15. **Adjournment.**

The Agenda was received and filed in the Office of the City Clerk and posted in prominent public view at City Hall at 5:00 p.m. on Thursday, March 3, 2022.

Jason Muninger

Jason Muninger, CFO/City Clerk

/s/ Elaine Banes

by Elaine Banes, Deputy City Clerk

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

Open Meetings Act Compliance (25 O.S. Sec. 301 *et seq*.): all discussion items are subject to possible action by the City Council. Official action can only be taken on items which appear on the agenda. The City Council may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the City Council may refer the matter to the City Manager, Staff or City Attorney, or back to a committee or other recommending body. Under certain circumstance, items are deferred to a specific later date or stricken from the agenda entirely. Agenda items requiring a public hearing as required by law will be so noted. The City Council may at their discretion change the order of the business agenda items. City of Bartlesville encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least one working day prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive this rule if signing is not the necessary accommodation.

city of bartlesville
CONNECTED/CREATIVE/VIBRANT

Agenda Item 5.
March 7, 2022
Prepared by Chief Tracy Roles
Police Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to bestow a Life Saving Award to Officer Steven Letterman.

Attachments:

Recommendations for Commendation and Life Saving award for Steven Letterman.

II. STAFF COMMENTS AND ANALYSIS

The Bartlesville Police Department would like to bestow Life saving awards to the afore mentioned officers per department policy **1015.5 Awards:** Awards may be bestowed upon members of the Department and individuals from the community. These awards include: Award of Valor, Award of Merit, Lifesaving Award and Meritorious Conduct. These men administered life saving measures to an individual suffering from an apparent overdose episode.

III. RECOMMENDED ACTION

Staff recommends that Council review and approve to bestow the Life Saving Award to Officer Letterman.

Bartlesville Police Department
Chief of Police, Tracy D. Roles – Deputy Chief of Police, Rocky R. Bevard

615 S. Johnstone Ave.
Bartlesville, OK 74003

Non-Emergency 918.338.4001
Administration 918.338.4050

COMMENDATION

Officer Letterman

I have recommended a letter of commendation and Life Saving Award be presented to you in recognition for your work regarding the drug overdose of a male subject, which occurred on November 25, 2021.

The following is my recommendation, and a description of the incident:

On November 25, 2021, Officer Letterman responded to a call for service at 216 SE Wyandotte in reference to a possible drug overdose. Upon arrival, he encountered an unresponsive male on the floor inside the residence. The unresponsive male appeared to be lifeless due to his flesh having a light colored dull appearance and his eyes rolled back in his head.

Officer Letterman delivered a series of sternum rubs on the unresponsive male with no visible effect. Officer Letterman then administered a dose of Narcan nasal spray and continued with the sternum rub. Within a short time, the unresponsive male subject became responsive and alert. The subject stated that he had just used heroin prior to our arrival.

There is no doubt Officer Letterman's action helped to save the life of this subject. Officer Letterman went above and beyond in doing his duties and set a wonderful example for our department.

This is a great example of leadership and proper response to a situation that could have ended in the loss of life.Your quick response and actions taken are a testimony to your dedication, not only to the Bartlesville Police Department, but also the citizens of Bartlesville.

Please accept this letter of commendation as thanks and recognition for your actions. A copy of this letter will be placed in your personnel files at Human Resources at City Hall.

Division Commander — Date: 1/28/2022

Deputy Chief of Police — Date: 1/28/2022

Chief of Police — Date: 1/28/22

city of bartlesville
CONNECTED/CREATIVE/VIBRANT

Agenda Item ___
March 7, 2022
Prepared by Chief Tracy Roles
Police Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to bestow a Life Saving Award to Officer Kenneth Jackson.

Attachments:

Recommendations for Commendation and Life Saving award for Kenneth Jackson

II. STAFF COMMENTS AND ANALYSIS

The Bartlesville Police Department would like to bestow Life saving awards to the afore mentioned officers per department policy **1015.5 Awards:** Awards may be bestowed upon members of the Department and individuals from the community. These awards include: Award of Valor, Award of Merit, Lifesaving Award and Meritorious Conduct. These men administered life saving measures to an individual suffering from an apparent overdose episode.

III. RECOMMENDED ACTION

Staff recommends that Council review and approve to bestow the Life Saving Award to Officer Jackson.

Bartlesville Police Department
Chief of Police, Tracy D. Roles – Deputy Chief of Police, Rocky R. Bevard

615 S. Johnstone Ave.
Bartlesville, OK 74003

Non-Emergency 918.338.4001
Administration 918.338.4050

COMMENDATION

Officer Kenneth Jackson

On 01/26/2022 at approximately 0025 hours, Officer Kenneth Jackson responded to 216 ½ S Creek Ave in reference to a male having a possible medical issue.

Upon Officer Jackson arrival, the resident of the apartment stated his friend just passed out while standing in the kitchen. As Officer Jackson entered the apartment and made his way to the kitchen, he observed a male on the kitchen floor. The male was on his right side with a small amount of blood coming from his nose. The male was not responding to Officer Jackson voice and had very slow delayed breaths. Officer Jackson was able to feel a faint pulse and could hear the occasional moan from the male. Officer Jackson attempted to wake the male with sternal rub and telling him to wake up. Officer Jackson observed his color beginning to change. The male's lips were turning blue/purple.

Officer Jackson administered a single dose of Narcan to the male. Within a few seconds of administering the Narcan, The male took a deep agonal breath and shook a little. Officer Jackson began to sternal rub again, attempting to bring the subject back as Bartlesville Fire and EMS personal entered the apartment. Officer Jackson informed Bartlesville Fire and EMS personal what he had done so far and assisted in carrying the male to the gurney outside of the apartment. Once the male was loaded in the ambulance, stable, and awake, I was informed the male stated he had used Heroin prior to coming to the apartment.

I (Capt. Kelley Thomas) recommend that Officer Kenneth Jackson receive the Lifesaving Award and a Commendation for the action stated above.

Respectfully

Captain Kelley Thomas.

Bartlesville Police Department
Chief of Police, Tracy D. Roles – Deputy Chief of Police, Rocky R. Bevard

615 S. Johnstone Ave.
Bartlesville, OK 74003

Non-Emergency 918.338.4001
Administration 918.338.4050

Chief Roles 01-19-2022

Per department policy 1015.5 (see below) the lifesaving award is recommended for Officer Kenneth Jackson. This is regarding his efforts in saving the life of a Bartlesville Citizen on January 26, 2022 who was suffering from apparent overdose.

Please see attached from Corporal Deshields for more details.

1015.5 AWARDS
Discretionary

.Awards may be bestowed upon members of the Department and individuals from the community. These awards include:

- Award of Valor.
- Award of Merit.
- Lifesaving Award.
- Meritorious Conduct.

Criteria for each award and the selection, presentation and display of any award are determined by the Chief of Police.

Chief of Police

Tracy Roles

city of bartlesville
CONNECTED/CREATIVE/VIBRANT

Agenda Item ___
March 7, 2022
Prepared by Chief Tracy Roles
Police Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to bestow a Life Saving Award to Officers Patrick Ballard and Shawn Caudle and Corporal Ryan Deshields.

Attachments:

Recommendations for Commendation and Life Saving Awards for Patrick Ballard, Shawn Caudle and Ryan Deshields.

II. STAFF COMMENTS AND ANALYSIS

The Bartlesville Police Department would like to bestow Life Saving Awards to the afore mentioned officers per department policy **1015.5 Awards:** Awards may be bestowed upon members of the Department and individuals from the community. These awards include: Award of Valor, Award of Merit, Lifesaving Award and Meritorious Conduct. These men administered life saving measures to an individual attempting suicide by hanging.

III. RECOMMENDED ACTION

Staff recommends that Council review and approve to bestow the Life Saving Awards to Officers Ballard and Caudle and Corporal Deshields.

Bartlesville Police Department
Chief of Police, Tracy D. Roles – Deputy Chief of Police, Rocky R. Bevard

615 S. Johnstone Ave.
Bartlesville, OK 74003

Non-Emergency 918.338.4001
Administration 918.338.4050

In the early morning hours of 02-12-2022, night shift officers were dispatched to an area hotel in reference to a possible suicidal subject. Officer Caudle, Officer Ballard, and Corporal Deshields responded to the call. Officers quickly located the hotel room, and attempted access with a room key card supplied to them by the hotel management. The door was unable to be opened all the way due to a physical lock holding the door in the closed position, Officers then kicked the door open.

Upon entry into the room, the officers located an adult male who had hung himself using a belt wrapped around his neck. The officers acted quickly and were able to cut the man down. The officers administered first aid to the man until EMS arrived on scene.

The person's condition appeared hopeless. He was hanging from his neck for an undetermined amount of time. His face was purple, and there was no signs of life. No pulse was located, and the person was not breathing. It is clear that if the officers had not responded in an appropriate manner to the call and took the necessary action of forcing entry into the room, cutting the person down and administering aid to them, this person would have certainly died.

Respectfully
Sgt. Daniel Mains

Bartlesville Police Department
Chief of Police, Tracy D. Roles – Deputy Chief of Police, Rocky R. Bevard

615 S. Johnstone Ave.
Bartlesville, OK 74003

Non-Emergency 918.338.4001
Administration 918.338.4050

Chief Roles 02-12-2022

Per department policy 1015.5 (see below) the lifesaving award is recommended for Officer Patrick Ballard. This is regarding his efforts in saving the life of a Bartlesville Citizen on February 12, 2022 who was trying to commit suicide by hanging himself.

Please see attached from Sgt. Mains for more details.

1015.5 AWARDS
Discretionary

.Awards may be bestowed upon members of the Department and individuals from the community. These awards include:

- Award of Valor.
- Award of Merit.
- Lifesaving Award.
- Meritorious Conduct.

Criteria for each award and the selection, presentation and display of any award are determined by the Chief of Police.

Chief of Police

Tracy Roles

Bartlesville Police Department
Chief of Police, Tracy D. Roles – Deputy Chief of Police, Rocky R. Bevard

615 S. Johnstone Ave.
Bartlesville, OK 74003

Non-Emergency 918.338.4001
Administration 918.338.4050

Chief Roles 02-12-2022

Per department policy 1015.5 (see below) the lifesaving award is recommended for Officer Shawn Caudle. This is regarding his efforts in saving the life of a Bartlesville Citizen on February 12, 2022 who was trying to commit suicide by hanging himself.

Please see attached from Sgt. Mains for more details.

1015.5 AWARDS
Discretionary

.Awards may be bestowed upon members of the Department and individuals from the community. These awards include:

- Award of Valor.
- Award of Merit.
- Lifesaving Award.
- Meritorious Conduct.

Criteria for each award and the selection, presentation and display of any award are determined by the Chief of Police.

Chief of Police

Tracy Roles

Bartlesville Police Department
Chief of Police, Tracy D. Roles – Deputy Chief of Police, Rocky R. Bevard

615 S. Johnstone Ave.
Bartlesville, OK 74003

Non-Emergency 918.338.4001
Administration 918.338.4050

Chief Roles 02-12-2022

Per department policy 1015.5 (see below) the lifesaving award is recommended for Corporal Ryan Deshields. This is regarding his efforts in saving the life of a Bartlesville Citizen on February 12, 2022 who was trying to commit suicide by hanging himself.

Please see attached from Sgt. Mains for more details.

1015.5 AWARDS
Discretionary

.Awards may be bestowed upon members of the Department and individuals from the community. These awards include:

- Award of Valor.
- Award of Merit.
- Lifesaving Award.
- Meritorious Conduct.

Criteria for each award and the selection, presentation and display of any award are determined by the Chief of Police.

Chief of Police
Tracy Roles

MINUTES OF THE REGULAR MEETING OF THE BARTLESVILLE CITY COUNCIL Monday, February 7, 2022 Immediately following the Bartlesville Municipal Authority Special Meeting beginning at 7 p.m.

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

Mayor Dale Copeland
918-338-4282

MINUTES

(The Notice of Meeting was posted December 15, 2021
and the Agenda was posted February 3, 2022 at 5:00 p.m.)

Present were Mayor Dale Copeland, Vice Mayor Jim Curd, Jr., Councilmembers Trevor Dorsey, Paul Stuart, and Billie Roane.

City staff present were Mike Bailey, City Manager; Jess Kane, City Attorney; Jason Muninger, City Clerk/CFO; Lisa Beeman, Director of Community Development; Micah Siemers, Director of Engineering; Shellie McGill, Director of the Public Library; Laura Sanders, Director of Human Resources, Kelli Williams, Chief Communications Officer; Police Chief Roles; Captain Kelly Thomas, Security; and Elaine Banes, Executive Assistant.

1. **The business meeting of the Bartlesville City Council was called to order at 7:06 p.m. by Mayor Copeland.**

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

3. **Citizens to be heard.**

   There were no citizens to be heard.

4. **City Council Announcements, Commendations and Proclamations.**
   - A presentation of a Life Saving Award to Officer Gary Sutton and Sergeant Daniel Mains was made by Police Chief Tracy Roles.

5. **Authorities, Boards, Commissions and Committee Openings**
   - One opening on the Park Board
   - Two openings on the White Rose Cemetery Board

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

6. **Consent Docket**
   a. **Approval of Minutes**
      i. The Regular Meeting Minutes of Monday, January 3, 2022.

   b. **Approval of Appointment, Reappointments and Ratifications to Authorities, Boards, Commissions and Committees**

i. Appointment of Ms. Nancy Sue Swan, Ms. Etta Love and Mr. Arnie Shiers to two-year terms each on the Adult Center Trust Authority at the recommendation of Mayor Copeland.
ii. Reappointment of Ms. Judith Ann Hill-Hildebrand to an additional two-year term on the Adult Center Trust Authority at the recommendation of Mayor Copeland.
iii. Appointment of Mr. Jay Janzen to fill an unexpired term on the Bartlesville Area History Museum at the request of Councilmember Roane.
iv. Reappointment of Mr. Eric Randall to an additional two-year term on the Bartlesville Library Trust Authority at the recommendation of Councilmember Stuart.
v. Appointment of Ms. Laura Higbee to fill an unexpired term on the Board of Adjustment at the recommendation of Mayor Copeland.
vi. Appointment of Mr. Ryan Reynolds to a three-year term on the Community Center Trust Authority at the recommendation of Mayor Copeland.
vii. Appointment of Mr. Bryan Freeman and Mr. Kenneth Wright to three-year terms each on the Construction and Fire Code Appeals Board at the recommendation of Mayor Copeland.
viii. Reappointment of Mr. Ron Glenn and Mr. Bruce Kinkade to additional three-year terms each on the Construction and Fire Code Appeals Board at the recommendation of Mayor Copeland.

c. Approval of Agreements, Contracts, Leases, Memorandums of Understanding, and Proposals.

i. Exhibit Loan Agreements between the City of Bartlesville/Bartlesville Area History Museum and the Oklahoma History Center Traveling Exhibit Service.
ii. Amendment to Contract No. F-22-041 between the City of Bartlesville/Bartlesville Public Library and the Oklahoma Department of Libraries that will allow the initial funding award to remain available until March 25 to complete the installation of equipment that includes necessary switches and wireless access points.
iii. Amendment to the Service Agreement between the City of Bartlesville and R.K. Black, Inc. to add a printer to the Agreement for the Police Department Substation.
iv. Memorandum of Understanding to update the International Association of Fire Fighters (IAFF) Collective Bargaining Agreement adding the Fire Marshal job summary as Appendix G and adding the Fire Marshal position to the pay scale.
v. Extension Amendment to the existing service agreement with Neutron Holdings, Inc. DBA Lime for an additional year of service.
vi. Extension Amendment to the existing service agreement with Bird Rides, Inc. DBA Bird for an additional year of service.
vii. Agreement between The Ernest E. Milligan Revocable Trust dated December 15, 2015 (“Trust”), and the City of Bartlesville, for the completion of required site development improvements and dedication of right-of-way along property addressed as 4020 NE Minnesota Street, legally described as the East Half of the Southwest Quarter of the Southwest Quarter (E/2 SW/4 SW/4) of Section 33, Township 27 North, Range 13 East, Washington County, Oklahoma.

d. Approval of Surplus Property

i. Request that Bartlesville Police K-9 Borg be considered surplus property in order to allow him to be adopted by Police Officer Handler Sgt. Andrew Ward due to K-9 Borg’s retirement after many years of service to the Bartlesville Police Department.

e. Receipt of Financials

i. Interim Financials for the six months ending December 31, 2021.

f. Receipt of Bids

i. Request for Proposals for Conference Center Feasibility Study.

Mayor Copeland read the consent docket in its entirety. Ms. Roane pulled Items 6.b.iii. and 6.c.i. for further discussion. Vice Mayor Curd pulled Item 6.d.i. for further discussion.

Ms. Roane moved to approve the consent docket with the exception of Items 6.b.iii, 6.c.i. and 6.d.i, seconded by Mr. Stuart.

Aye: Ms. Roane, Mr. Stuart, Mr. Dorsey, Vice Mayor Curd, Mayor Copeland
Nay: None
Motion: Passed

Item 6.b.iii. Appointment of Mr. Jay Janzen to fill an unexpired term on the Bartlesville Area History Museum Trust Authority at the request of Councilmember Roane.

Ms. Roane wished to acknowledge all of the citizens who applied for this position. She added that it is an honor to recommend Mr. Janzen who is a founding member of the Bartlesville Symphony Orchestra, served as technical director for the Oklahoma Summer Arts Institute for seven seasons, clerked for both Frank Griggs and J. R. Owen photographers, and is the past president of the Bartlesville Camera Club and a founding member of the Phillips 66 Splash Club.

Item 6.c.i. Exhibit Loan Agreements between the City of Bartlesville/Bartlesville Area History Museum and the Oklahoma History Center Traveling Exhibit Service.

Ms. Roane stated she wanted to brag on the staff at the History Museum and the grant that will bring the traveling exhibits to Bartlesville. The first exhibit is “Women of Oklahoma” and runs March 1-May 30. The second exhibit is “Oklahoma Sports” and will run May 30-September 2.

Item 6.d.i. Request that Bartlesville Police K-9 Borg be considered surplus property in order to allow him to be adopted by Police Officer Handler Sgt. Andrew Ward due to K-9 Borg’s retirement after many years of service to the Bartlesville Police Department.

Vice Mayor Curd stated his appreciation for the K-9 officers and their trainers. They are very important to the police force and to the community. The Mayor concurred and pointed out two recent events where the K-9 offers were successful in getting illegals items off of the street.

Ms. Roane moved to approve Items 6.b.iii., 6.c.i. and 6.d.i., seconded by Vice Mayor Curd.

Aye: Mr. Stuart, Mr. Dorsey, Vice Mayor Curd, Ms. Roane, Mayor Copeland
Nay: None
Motion: Passed

7. Public Hearing to consider a request by Boys & Girls Club of Bartlesville to close a portion of Kaw Avenue right-of-way lying adjacent to Blocks 4 and 5, Arlington Addition, Bartlesville, Washington County, Oklahoma. Presented by Micah Siemers, Director, Engineering.

Mr. Siemers reported that the Boys and Girls Club of Bartlesville is requesting the closure to provide adequate building setbacks for construction of a steel structure to over an existing concrete pad that will be converted into a basketball court. Based on the current zoning, the

development requires a building setback of at least 25 feet from the property line. The Kaw Avenue right-of-way is 50 feet wide. Upon it being vacated, then ownership reverts back to the adjacent property owners. The east half would go to Boys and Girls club and the west have will go to the City of Bartlesville who owns the multipurpose fields on the west side of Kaw. There were no objections from City staff regarding utilities, as long as a utility easement is provided over the right-of-way for access to a sanitary sewer main that runs through the east half of the right-of-way. Utility companies had no objections as long as utility easement remains over the right-of-way.

Mayor Copeland opened the public hearing at 7:29 p.m. There being no one to appear to speak, Mayor Copeland closed the public hearing at 7:29 p.m.

Vice Mayor Curd moved to adopt the ordinance closing a portion of Kaw Avenue right-of-way adjacent to Blocks 4 and 5, Arlington Addition, Bartlesville, Washington County, Oklahoma, seconded by Mr. Stuart.

Vice Mayor Curd stated this is another great project by the Boys and Girls Club.

Aye: Mr. Dorsey, Vice Mayor Curd, Ms. Roane, Mr. Stuart, Mayor Copeland
Nay: None
Motion: Passed

8. **Presentation of the Annual Financial Statements and Independent Auditor's Reports as of and for the Fiscal Year ended June 30, 2020 for the City of Bartlesville. Presented by LaDonna Sinning, Arledge and Associates.**

Ms. Sinning reported that the audit opinion, in summary, conveys a clean opinion. Referencing the last three pages of the audited financial pages, which is commonly referred to as the "yellow book report" covering governmental auditing standards, Ms. Sinning pointed out the two exceptions this report uncovered. The first one is an internal control which has to do with cleaning up a prior period adjustment to remove old revenues from the books. The second finding is a compliance finding, which is due to the City's installation of new software that caused staff and audit to fall behind. She explained that correcting the second finding will take time, and encouraged the City to continue to work to get caught up. She stated her appreciation for allowing her firm to conduct the audit and for the cooperation of City staff during the audit.

Mr. Dorsey moved to accept the presentation as presented, seconded by Ms. Roane.

Aye: Vice Mayor Curd, Ms. Roane, Mr. Stuart, Mr. Dorsey, Mayor Copeland
Nay: None
Motion: Passed

9. **Discuss and take possible action on a Bartlesville Development Authority proposal to offer the Resident Recruitment Program incentive for up 20 relocating employees related to ConocoPhillip's Permian Asset Acquisition that choose to buy/build a home in the Bartlesville market. Presented by David Wood, President, Bartlesville Development Authority.**

Councilman Stuart recused himself from this item due to workplace conflict.

Mr. Wood provided information from the pilot program with Concho Resources reporting that the program was highly successful, resulting in 13 new households (11 home purchases, two new construction) with two additional residents pending. The total cost to date is $150,000 which is essentially the same that would have been offered to any primary industry adding quality jobs in hopes that the new inbound employees would choose to reside in Bartlesville but knowing some would not. The Resident Relocation Program (RRP) represents a guaranteed win giving our industries a new, powerful employee recruitment tool. When Mr. Wood heard about ConocoPhillips's Permian Asset Acquisition, he provided the RRP information to ConocoPhillips executives. They in turn contacted Mr. Wood with interest in the program. This COP acquisition looks to attract 10-20 families as residents, and all will be provided the RRP opportunity.

Ms. Roane moved to approve the proposal as presented, seconded by Mr. Dorsey.

Aye: Ms. Roane, Mr. Dorsey, Vice Mayor Curd, Mayor Copeland
Nay: None
Recused: Mr. Stuart
Motion: Passed

Councilman Stuart returned to the meeting following the presentation and vote.

10. **Discuss and take possible action on a Bartlesville Development Authority proposal to offer the Resident Recruitment Program incentive for up to 15 relocating employees in support of an expansion opportunity with Phoenix Rising, a Falcon jet repair, maintenance, and overhaul facility operating at the Bartlesville Municipal Airport. Presented by David Wood, President, Bartlesville Development Authority.**

Mr. Wood reported that Phoenix Rising moved to the Bartlesville airport in 2005. They currently employ 15, with plans to double their workforce to meet rising demand. Over the next three years, Phoenix Rising hoped to have a total workforce of 45 skilled full time employees. Owner, Warren Peck, discussed offering the Resident Recruitment Program (RRP) with Mr. Wood and felt it would be a good recruitment tool. Both agreed to offer a $10,000 cash incentive to up to 15 employees over the next twelve months. In addition, the new employees are contingent upon exchanging occupancy of a distant, ill-equipped Hangar #1 for the higher-value, adjacent Hangar #7. Following discussions with the City Manager, the Airport Director and Mr. Peck a remedy was provided by Mr. Wood to overcome a $3,000 deficit in lease funds when moving from the $5,000 month lease to an $8,000 month lease. The Bartlesville Development Authority and Mr. Wood proposes the allocation of $150,000 from the Economic Development Fund to cover the $3,000 per month difference between the market rate of Hangers #1 and #7, facilitating the Phoenix Rising expansion with offloading the cost on the airport, with a lease term of no less than 48 months.

Vice Mayor Curd moved to approve the proposal as presented, seconded by Mr. Stuart.

Aye: Mr. Stuart, Mr. Dorsey, Vice Mayor Curd, Ms. Roane, Mayor Copeland
Nay: None
Motion: Passed

11. **Discuss and take possible action on a Bartlesville Development Authority proposal to provide $150,000 in hangar lease assistance (over 50 months) to facilitate Phoenix Rising's expansion into a second, adjacent hangar equipped for MRO operations. Presented by David Wood, President, Bartlesville Development Authority.**

The presentation and report by Mr. Wood for this item is contained in his report provided in Item 10.

Vice Mayor Curd moved to approve the proposal as presented, seconded by Ms. Roane.

Aye: Vice Mayor Curd, Ms. Roane, Mr. Stuart, Mr. Dorsey, Mayor Copeland
Nay: None
Motion: Passed

12. **Consider and take possible action on an application from Denise Eaton, on behalf of the Loyd & Denise Eaton Trust, for Final Plat Approval of a 4-lot residential development to be known as Eaton Addition, on a 2.03-acre tract of land located west of Southport First Addition, on the west side of Southport Loop, south of Southport Drive, legally described as a part of Section 28, Township 26 North, Range 13 East, Washington County, Oklahoma. Presented by Greg Collins, Assistant Director, Community Development.**

Mr. Collins could not be in attendance, therefore Nancy Warring, Assistant City Planner, provided the staff report. Ms. Warring reported that the applicant, Ms. Eaton (who was in attendance), requests approval of a final plat for the development of a 4-lot residential subdivision to be known as Eaton Addition. The 2.03-acre property is located in a RS-7/PUD Zoning District on the west side of Southport Loop, south of Southport Drive. It currently contains one single family residence. Surrounding land uses, the subdivision regulation classification as a minor subdivision, existing infrastructure, lot sizes and building setbacks, sidewalk requirements, the park land fee, and standard subdivision fees were presented. The City Planning Commission reviewed the preliminary plat of Eaton Addition on January 25, 200 and unanimously recommended its approval subject to 1) all preliminary plat revisions to be completed to the satisfaction of city staff prior to review of the final plat by City Council (all of which have been completed); and 2) all development fees to be paid before the final plat is released for recordation. Staff recommends approval of the final plat by the City Council with the condition that all development fees must be paid before the final plat is released for recordation.

A brief discussion was held on an old easement that covers utilities that are no longer active, therefore vacating the easement is not necessary.

Ms. Roane moved to approve the final plat with conditions as presented, seconded by Mr. Dorsey.

Aye: Ms. Roane, Mr. Stuart, Mr. Dorsey, Vice Mayor Curd, Mayor Copeland
Nay: None
Motion: Passed

13. **Discuss and take possible action to approve an agreement between Mejorando Group and City of Bartlesville for strategic planning services. Presented by Mike Bailey, City Manager.**

Mr. Bailey reported that the City Council appropriated funds in the FY 2022 Budget to hire a consultant to facilitate the creation of the City's first ever strategic plan. Staff issued an RFP that resulted in the receipt of nine different proposals. An evaluation committee comprised of several City staff and Mayor Copeland evaluated all nine proposals and chose three finalists with whom to conduct interviews. The final three consisted of Mejorando Group, JD Gray

and Baker Tilly. After conducting the interviews, the evaluation committee chose to recommend Mejorando Group. After conducting the interviews, the evaluation committee chose to recommend Mejorando Group. This group has excellent experience in municipal strategy planning for communities of our size, a great community outreach plan, and their pricing was within budget. A close second was JD Grey, but most members felt like the community outreach element for Mejorando was much stronger. Mayor Copeland agreed that both Mejorando Group and JD Gray were great companies.

A brief discussion followed about the difference between this study and the Angelou Study conducted a few years ago. Mr. Bailey explained that the Angelou Study was conducted in order to glean and prioritize community initiatives to make the community better. The Strategic Plan is focused on the City of Bartlesville organization itself. Additional discussion covered the project committee, workshops with City Council members and other high level officials, as well as potential surveys.

Mr. Stuart moved to approve the agreement with the Mejorando Group as presented, seconded by Vice Mayor Curd.

Aye: Mr. Stuart, Mr. Dorsey, Vice Mayor Curd, Ms. Roane, Mayor Copeland
Nay: None
Motion: Passed

14. New Business.

There was no new business to address.

15. City Manager and Staff Reports.

Mr. Bailey reported on the significant winter event that occurred the week prior. He stated his appreciation to the City workers who worked on the roadways during the event. He had attended a national weather service update prior to the event which was represented by the local safety organizations, therefore planning and preparation was in place when the event occurred.

16. City Council Comments and Inquiries.

Mr. Stuart inquired if there was funding available for a new K-9 officer. Mr. Bailey responded that there is funding for a new K-9 officer, and also reported that at this time, there are currently six K-9 officers serving. He added that it takes about a year to train a K-9 officer before he is active as an officer.

Mr. Stuart also reported that Replenysh has offered an incentive that should they receive 40,000 pounds of recycling in February, they will donate $1,000 to the Bartlesville Area United Way.

Mr. Curd brought forward the bond rating of AA- that was included in the audit report. He added that is one of the highest ratings in Oklahoma, with only a few other cities with bond ratings this high.

Mr. Curd appreciated the improvement and further development of the Bartlesville Municipal Airport, as well as acknowledging his appreciation of Phoenix Rising locating there.

Mayor Copeland appreciated the K-9 officers and their trainers. He also appreciated the implementation of using Narcan as a life-savings measure available to our police officers.

He also stated his thanks for the City staff who worked hard to keep the citizens safe and roads clear throughout the winter storm event.

Ms. Roane stated her appreciation of neighbors helping out neighbors during the winter storm.

17. **There being no further business to address, Mayor Copeland adjourned the meeting at 8:26 p.m.**

_____
Dale W. Copeland, Mayor

_____
Jason Muninger, CFO/City Clerk

Elaine Banes

From: Dale Copeland <Copeland4Bville@aol.com>
Sent: Thursday, February 17, 2022 9:41 AM
To: Elaine Banes
Cc: vcallaghan@bartlesvillecommunitycenter.com; C. Cook
Subject: Re: FW: New submission from Application for City Boards, Commissions, Committees & Trust Authorities

CAUTION: External Source. THINK BEFORE YOU CLICK!

Elaine,

Due to relocation for work reasons Mike Huff has resigned from the BCCTA effective March 1st.

The Community Center Trust Authority voted to recommend Graeme Biggs to fill a vacancy on the Authority. I concur that Graeme would be a good choice for this position.

Please place this on the next appropriate City Council consent agenda for Council consideration and approval.

Thank you,
Dale

On 1/18/2022 10:21 AM, Elaine Banes wrote:

> Good morning,
>
> Please see the application below for your consideration.
>
> Sincerely,

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

city of bartlesville
CONNECTED / CREATIVE / VIBRANT

From: ian@bitbrilliant.com <ian@bitbrilliant.com>
Sent: Monday, January 17, 2022 2:06 PM
To: Elaine Banes <rebanes@cityofbartlesville.org>
Subject: New submission from Application for City Boards, Commissions, Committees & Trust Authorities

CAUTION: External Source. THINK BEFORE YOU CLICK!

Please check the ones you wish to serve on:

1. Community Center Trust Authority

Name

Graeme Biggs

Address

3202 Debbie Ln
Bartlesville, OK 74006
Map It

Work Phone

(918) 661-8190

Cell Phone

(405) 308-5866

Email

graemebiggs@gmail.com

Ward Number

2

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

Supervisor, IT Finance Operations - ConocoPhillips
Board Member - Christ Community Church
Employee Network Groups Lead - ConocoPhillips
Leadership Bartlesville Class XXXI
SPIRIT PAC Advisory Committee - ConocoPhillips
BBA, MIS - The University of Oklahoma

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

Worship Team - Christ Community Church - 2 Years
Worship Leader - Bartlesville First Church - 1 Year
Worship Leader - OU Wesley Foundation - 3 Years
The Pride of Oklahoma Marching Band - 2 Years

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

Continue to bring great talent to Bartlesville. Increase visibility of shows/performances to generate more interest.

CONFIDENTIALITY NOTICE

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

Agenda Item 7.b.ii.
March 2, 2022
Prepared by: Terry Lauritsen
Water Utilities

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to appoint Verlyn Timmons to a three-year term on the Sanitary Sewer Improvement Oversight Committee (SSIOC).

Attachments:
Verlyn's application.

II. STAFF COMMENTS AND ANALYSIS

Verlyn has over 30 years of experience in the plumbing industry including installation, design & engineering. He currently owns & operates TnT BIM Design, a plumbing design studio. Verlyn has the background & experience to provide valuable insight to the SSIOC.

III. RECOMMENDED ACTION

Staff and Councilman Dorsey recommend the appointment of Verlyn Timmons to fill the open position on the SSIOC at the next available City Council meeting.

Please check the ones you wish to serve on:

- Sewer System Improvement Oversight Committee

Name

Verlyn Timmons

Address

241 NE Rockwood Ave
Bartlesville, OK 74006
Map It

Work Phone

(918) 883-0040

Cell Phone

(714) 907-6256

Email

t.timmons@tntbimdesign.com

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

I have over 30 years in the plumbing industry both in installation and in design and engineering. My sewer system experience has included projects from single family residences, airports, stadiums and high rises. My volunteer experience has included doing plumbing designs and installations for churches here in the United States and in Mexico. I am currently employed full time with the Harris Company whose corporate headquarters is located in St. Paul, Minnesota and I am the owner of TnT BIM Design here in Bartlesville. My company is a plumbing design studio that provides detailed plumbing designs for prefabrication and installation for residential, commercial and industrial projects.

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

I don't have any current or past involvement in any community group or committee, but I believe that my long work history can be an asset.

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

I have only lived in Bartlesville for 10 months and have fallen in love with this town. I am not sure what the goal or what is in the future for Bartlesville, but I think there is a huge opportunity to make it grow and I would love to see this happen with the proper planning and infrastructure in place to make that happen. I would also like to see more accomplished with the current sewer utility in the neighborhood.

Agenda Item 7.b.ii.
March 3, 2022
Prepared by: Terry Lauritsen
Water Utilities

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to appoint Bruce Kinkade to a three-year term on the Sanitary Sewer Improvement Oversight Committee (SSIOC).

Attachments:
Bruce's application.

II. STAFF COMMENTS AND ANALYSIS

Bruce has over 12 years of experience in municipal sewer operations and has the background & experience to provide valuable insight to the SSIOC.

III. RECOMMENDED ACTION

Staff and Councilman Dorsey recommend the appointment of Bruce Kinkade to fill the open position on the SSIOC at the next available City Council meeting.

Please check the ones you wish to serve on:

- Sewer System Improvement Oversight Committee

Name

Bruce Kinkade

Address

428 N Parkhill Loop
Bartlesville, Oklahoma 74006
Map It

Cell Phone

(515) 202-1069

Email

Bruce.Kinkade@gmail.com

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

Public Works engineering inspector for an Iowa municipality overseeing installation of sanitary sewer, storm sewer and water systems and assuring compliance with state and municipal ordinances. Instrumental in adoption of a FOG ordinance. Building Inspection Supervisor for same municipality with multiple ICC certifications.

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

Employed by an Iowa municipality for 12 years until retirement.

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

Maintain a compliant and functional sanitary sewer system that is serviceable to the community for both immediate and long term needs. Encourage the use of modern technology in the maintenance of the system.

Agenda Item 7.b.iii.
March 7, 2022
Prepared by Jerry Benedict, Pro
Adams Golf Course

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to reappoint Mr. Gary Reheis, Ms. Adrene Linehan, and Mr. Paul Taylor to additional three year terms on the Adams Golf Course Operating Committee.

II. STAFF COMMENTS AND ANALYSIS

Mr. Reheis, Ms. Linehan and Mr. Taylor have served their initial terms well, providing valuable input to the committee. All three have agreed to an additional term on the Committee.

III. RECOMMENDED ACTION

Staff and Councilman Dorsey recommends the reappointment of Mr. Reheis, Ms. Linehan, and Mr. Taylor for additional three year terms at the next available City Council meeting.

city of bartlesville
CONNECTED / CREATIVE / VIBRANT

Agenda Item 7.c.i.
March 7, 2022
Prepared by Shellie McGill
Library

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action on an amendment to Contract No. F-22-041 between the Oklahoma Department of Libraries and the City of Bartlesville.

Attachments: Amendment to Contract between the Oklahoma Department of Libraries and City of Bartlesville document.

II. STAFF COMMENTS AND ANALYSIS

E-rate provides federal monies to fund Category 2-Basic Maintenance and Internal Connections to libraries and schools. The Bartlesville Public Library was granted $47,297.14 for equipment the City IT Department deemed needed and necessary. Federal funds are 80% of the total cost.

To help libraries cover the remaining costs, the Oklahoma Department of Libraries awarded additional grant monies totaling $4,000 to libraries receiving C-2 E-rate money. Due to the continued shipping delays, the Bartlesville Public Library will not receive the ordered equipment by the date listed in the Oklahoma Department of Libraries contract. This amendment extends the grant to August 15, 2022 to allow additional time for the equipment to arrive.

III. RECOMMENDED ACTION

Staff recommends City Council approval of the contract amendment.

AMENDMENT TO CONTRACT
BETWEEN THE OKLAHOMA DEPARTMENT OF LIBRARIES
AND CITY OF BARTLESVILLE

The following amendment is added to contract F-22-041 between the Oklahoma Department of Libraries (Department) and the City of Bartlesville (Contractor).

1. It is agreed between the parties that the term of contract F-22-041 shall be extended and shall terminate on August 15, 2022.
2. The contractor shall expend all funds by August 1, 2022. Final reports, including an expenditure report with copies of receipts and brief narrative report that details how the equipment was used and discusses the outcomes of the project, are due August 8, 2022.

All requirements and restrictions described in the original grant contract apply to this contract amendment.

SIGNATURES

On behalf of the Contractor

Shellie McGill, Director

Shellie McGill

Signature

2/14/22

Date

Dale Copeland, Mayor

Signature

Date

On behalf of the Department

Melody A. Kellogg, Director

Signature

Date

FOR USE BY THE OKLAHOMA DEPARTMENT of LIBRARIES
Assurances: Fund 40000 is encumbered for this Contract

Lead Officer Approval: Cathy Vaughey Date: Feb 7, 2022

Federal Programs Officer Approval: Tara McCleod (Feb 9, 2022 08:45 CST) Date: Feb 9, 2022

city of bartlesville
CONNECTED / CREATIVE / VIBRANT

Agenda Item 7.c.ii.
March 7, 2022
Prepared by Shellie McGill
Library

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and approve a contract between City of Bartlesville/Bartlesville Public Library and TK Elevator (formally known as Thyssenkrupp Elevator) for annual maintenance of the Library's two elevators.

Attachment: Contract between City of Bartlesville/Bartlesville Public Library and TK Elevator.

II. STAFF COMMENTS AND ANALYSIS

The Bartlesville Public Library has used the Schindler Elevator Corporation for the elevator maintenance since the building opened in 1992. Since 2019 (a year before the Covid pandemic), we have had a serious decline in maintenance in our elevators. After several meetings with Schindler supervisors, we were promised the maintenance services on our elevators would improve. Maintenance has not improved.

The current Schindler Maintenance Contract is due to expire on June 30, 2022. We would like switch to TK Elevator and give Schindler our 90 notice of cancellation.

Our elevators are 30 years old and do need to be checked on a routine basis so that potential problems can be fixed before they become major costly issues.

III. RECOMMENDED ACTION

Staff recommends City Council approval of the TK Elevator contract for the annual maintenance of the Library's two elevators.

Gold Service Agreement

Bartlesville Public Library

January 18, 2022

Purchaser:	Bartlesville Public Library	Location:	Bartlesville Public Library
Address:	600 S Johnstone Ave Bartlesville, OK 74003-4630	Address:	600 S Johnstone Ave Bartlesville, OK 74003-4630

TK Elevator Corporation ("TK Elevator Corporation," "TK Elevator," "we," "us," and "our"), agrees with Purchaser ("Purchaser," "you," and "your"), to maintain the equipment described below in accordance with the terms and conditions of this agreement ("the Agreement") with the goal of maximizing its performance, safety, and life span. TK Elevator and Purchaser may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

Equipment to be Maintained

This Agreement covers the units described in the table below (individually a "Unit" or collectively the "Units").

Equipment Type	Nickname	Stops	Controller Manufacturer
Hydraulic	1	2	Schindler
Hydraulic	2	2	Schindler

Scope of Work

Service Visits

TK Elevator will visit the Units described above to examine, maintain, adjust and lubricate the equipment covered by this Agreement as necessary to promote the proper operation of those Units and will repair or replace any covered components if the repair or replacement is, in TK Elevator's sole opinion, necessitated by normal wear and tear or is not otherwise excluded by this Agreement ("Service Visits"). These Service Visits will be performed Monday to Friday, 8:00 AM to 4:30 PM except during scheduled holidays ("Regular Time"). All work performed before or after Regular Time shall be considered overtime ("Overtime").

TK Elevator will examine covered parts and components of the Unit(s) including:

- Control and landing positioning systems
- Signal fixtures
- Machines, Drives, Power units, pumps, valves, and above-ground jacks
- Car and hoistway door operating devices and door protection equipment
- Loadweighers
- Safety mechanisms

In order to ensure optimum operation, TK Elevator will also:

- Lubricate covered parts and components for smooth and efficient performance
- Adjust covered parts and components to promote safe operation

Service Visits Include TK Elevator's Maintenance Control Program

TK Elevator performs all work covered by this Agreement in accordance with the version of ASME A17.1 that is, according to the relevant authority having jurisdiction, applicable to the Unit(s) at the time the Agreement is first fully executed by both Parties. Section 8.6 of that code currently requires Unit owners to have a Maintenance Control Program ("MCP"). TK Elevator's MCP meets or exceeds section 8.6 of that code. Our MCP incorporates TK Elevator's

Basic Elevator and Escalator Procedures Manual listing the processes we follow when performing those maintenance, repair, replacement and testing services that are specifically described as included in this Agreement. Our MCP also includes TK Elevator's Maintenance Tasks & Records documentation to record the performance of those tasks. This Agreement does not include any work mandated as a consequence of changes to that code after this Agreement is executed.

Service Requests
This Agreement also includes the dispatch of our technician to address minor adjustments to, and the release of any entrapped passengers from, a Unit during Regular Time ("Service Requests"). Service Requests may be made from one or more of the following: you or your representative, the building or building's representative, emergency personnel, and/or passengers through the Unit's communication device and/or from any applicable remote monitoring device attached to the Unit if monitored by TK Elevator.

We will respond to Service Requests during Regular Time, as defined above, at no additional charge.

Overtime Service Requests are those Service Requests performed in whole or in part before or after Regular Time ("Overtime Service Requests"). On all Overtime Service Requests, you will be responsible for all labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at our standard Overtime billing rates.

Testing

Equipment Testing
Should your Unit(s) require any type of equipment testing as required by any applicable law and/or code, such testing is expressly excluded from this Agreement and we will provide you with a separate written estimate that includes the cost of any associated labor and/or material(s).

Should your Unit(s) require any safety tests as mandated by any applicable law and/or code on the commencement date of this Agreement, TK Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on applicable traction elevators, or the hydraulic system on applicable hydraulic elevators under the terms of this Agreement until the test has been completed and the Unit has passed. Should the respective Unit fail any of those tests, it shall be solely your responsibility to make necessary repairs and place the Units in a condition that we deem acceptable for further coverage under the terms of this Agreement. Because the performance of any safety test places the Unit under extreme conditions that are outside of the Unit's normal operating parameters, you agree that TK Elevator shall not be liable for any damage to the building structure or the Unit(s) resulting from the performance of any safety tests we perform at any time under this Agreement.

Should your jurisdiction require the presence of either the applicable authority having jurisdiction or a third party witness at the time of testing, you agree to pay for any costs of that individual along with any inspection/coordination fees.

Firefighters' Service Testing
Should your Unit(s) be equipped with a phase I and phase II firefighters' service feature, all testing, record-keeping and record storage obligations associated with that feature that are required by any applicable law or code are expressly excluded from this Agreement and shall remain solely your responsibility to satisfy. The first time that your testing of that feature following the full execution of this Agreement reveals that it is not operating properly, you shall immediately remove the Unit from operation, immediately notify TK Elevator of the condition, and agree to remain responsible for all costs associated with any repairs necessary to return that feature to full and proper operation in accordance with any applicable law or code.

Exclusions

Service Visits, Service Requests, and Overtime Service Requests do not include: the removal or retrieval of items unrelated to the operation of the Unit(s) from the pit, machine room, or hoistway; the dispatching of any technician that results in the discovery by that technician that the Unit is either functioning on independent service or firefighters' service or that the Unit is operating properly but the stop button or stop function has been engaged by

others; any request or obligation to address any condition associated with a part or component specifically excluded or not covered elsewhere in this Agreement; and/or any request or obligation to service, repair, replace any components or address any condition caused in whole or in part by any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; dust or debris; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; oxidization, rust, or other conditions caused in whole or in part by the environment in which the affected component is located; fire, smoke, explosions, water, storms, wind, and/or lightning; any acts of God; acts of civil or military authorities, strikes, lockouts, other labor disputes, riot, civil commotion, war, malicious mischief, or theft; or any other reason or cause beyond our control that affects the use or operation of the Unit ("Billable Work"). On all Billable Work you will be solely responsible for the cost of all parts or materials along with all labor invoiced at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when the Billable Work is performed) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job.

In addition to the Billable Work described above, we also do not cover (A) the examination, maintenance, adjustment, refinishing, repair or replacement of the following components and/or systems: any cosmetic, construction, or ancillary components of the elevator or escalator system, including the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, balustrades, and wellway enclosures; any electrical components including main line power switches, breaker(s) or feeders to controller; sealed machine bearings; any below-ground or partially unexposed components of any hydraulic elevator system including, but not limited to, jack/cylinder, piston, PVC and/or other protective material of any type or kind; any below-ground or partially unexposed piping of any type or kind; any signage of any type or kind including but not limited to, signs, placards, and/or braille; any fire-suppression or fire-detection equipment of any type or kind including, but not limited to, smoke detectors, fire sensors, and/or sprinklers and associated piping; any communication, security, entertainment, and/or advertising devices including, but not limited to, kiosks or touchscreen displays and/or card readers; any batteries for emergency lighting and emergency lowering; or any environmental control devices including, but not limited to, air conditioners, heaters, ventilation fans, humidifiers, de-humidifiers, and/or pit or sump pumps; or (B) the repair, refurbishing, rebuilding, and/or replacement of any motor generators; or (C) the replacement or alignment of elevator guide rails; or (D) any other items or tasks specifically excluded elsewhere in this Agreement.

With the passage of time, equipment technology and designs will change. If (1) any part or component of your equipment covered under this Agreement cannot, in TK Elevator's sole opinion, be safely repaired and (2) a brand new direct replacement is no longer in stock and readily available from the Original Equipment Manufacturer ("OEM"), that part or component shall be considered obsolete, regardless of whether it can be custom-made, fabricated or acquired at any price or whether or not a refurbished or reconditioned version is available from anyone. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment associated with that Unit is functionally compatible with that replacement part or component

In addition, we will not be required to make any changes or recommendations in the existing design or function of the Unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party.

Digital Customer Experience

MAX - Digital Maintenance

MAX is a cloud-based Internet of Things ("IOT") platform that we, at our election, may connect to your Unit(s) by installing a remote-monitoring device (a "Device"). Purchaser consents and authorizes TK Elevator to (1) access Purchaser's premises to install a Device to the Unit(s) and thereafter maintain and/or repair the Device(s) and (2) to collect, store, maintain, own, use, delete, and/or destroy any or all of the data generated by the Device(s). Any Device, once installed, is not intended, nor should it be considered, as a fixture. Instead, TK Elevator shall retain the right to remove the Device from any Unit(s) and/or cease any data collection and/or analysis at any time at its sole discretion. Moreover, TK Elevator shall retain the exclusive right and ability to, at its sole discretion, remove, delete and/or destroy all associated data generated from the Device(s). Because the Device contains trade secrets belonging to TK Elevator

and is being installed for the sole use and benefit of our personnel, Purchaser agrees not to permit Purchaser's own personnel or any third parties to use, access, tamper with, relocate, copy, alter, destroy, disassemble or reverse engineer the Device or its data. The installation of any Device on a Unit shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the Device and/or any software contained or embedded therein or that it utilizes/utilized in connection with the collection, monitoring and/or analysis of data.

With a MAX device connected to your equipment, at no additional charge, information obtained via machine learning may be sent to our technicians to promote early diagnosis, faster fixes and reduced downtime.

Customer Web Portal and Mobile App

TK Elevator provides a web-based customer portal (the "CP") and mobile application (the "App") which, following the effective date of this Agreement, may contain certain maintenance and service call data associated with the Unit(s). To the extent applicable, TK Elevator will provide Purchaser with a user name and password to access the CP and App platforms. Purchaser shall, at its sole cost, provide and ensure the functioning integrity of its own hardware, software and internet connection necessary to access the CP and App. To the extent applicable, TK Elevator reserves the right to restrict Purchaser's access to the CP and App if any of Purchaser's accounts with TK Elevator has an outstanding unpaid balance greater than 30 days or in the event of anticipated or pending litigation of any kind. TK Elevator reserves the right to discontinue the CP and App altogether at its sole discretion and without notice to Purchaser and Purchaser expressly agrees to release TK Elevator from any and all claims of any type or kind arising out of or related to that discontinuation.

TK Elevator Communications

You may supplement this Agreement with an additional suite of services through our TK Elevator Communications call center at an additional fee contingent upon your agreement to all of the terms and conditions as set forth in the attached exhibit entitled "TK Elevator Communications Services." These additional available services involve the provision of 24/7/365 monitoring of your Units' code-compliant and compatible emergency telephone and in-cab video and text communication equipment (the "Communication Equipment"), the dispatch of a TK Elevator technician or emergency personnel under certain circumstances, the provision of a cellular connection for that Communication Equipment, and limited repair/replacement coverage for that Communication Equipment which is otherwise excluded from this Agreement.

Contract Term, Price, Available Discounts & Payment

Term

This Agreement is effective for 60 months starting July 01, 2022 and is non-cancellable. To ensure continuous service, this Agreement will be automatically renewed for successive 60-month periods unless either Party timely serves written notice on the other Party of its intention to cancel at least 90-Days but not more than 120 days before the end of the initial 60-month period or at least 90-Days before the end of any subsequent 60-month renewal period. Notice shall be sent by certified mail, return receipt requested to the TK Elevator office address found in this Agreement. Time is of the essence. Add debt limitation language from my email to the paragraph. See Special Considerations

Price

The price for the services as stated in this Agreement shall be $450.00 per month, inclusive of all applicable sales and use taxes, payable quarterly in advance. The billed amount may vary based on discounts as accepted by Purchaser's initials below and adjustments referenced in this Agreement that are applied throughout the life of the Agreement.

Gold Service Agreement

Available Discounts

Payment Plan

Billing Frequency	Discount %	Monthly Discount $	Initial to Select
Annual	4%	$18	
Semi Annual	2%	$9	
Quarterly	No Change	$0	Current Selection

Contract Term

Extended Term (Years)	Discount %	Monthly Discount $	Initial to Select
Seven (7)	2%	$9	
Ten (10)	4%	$18	
Fifteen (15)	8%	$36	

We reserve the right to increase all charges under this Agreement not to exceed a total of 3.00% annually.

Payment

Payments are due upon receipt of each of your TK Elevator invoices. If you do not timely pay any sum due to TK Elevator related to your Units described in this Agreement, regardless of whether it is billed pursuant to this Agreement or any other agreement with us, within the stipulated payment term calculated from the billing date, we may also choose to do one or more of the following:

- deem that you have permanently forfeited any discounts you may be entitled to associated with your payment plan/billing frequency for this Agreement, and/or
- suspend all services until all amounts due have been paid in full, and/or
- declare all sums for the unexpired term of this Agreement due immediately as liquidated damages and terminate our obligations under this Agreement

A reasonable Service Charge ~~A service charge of the highest rate allowed by law~~ shall apply to all overdue accounts you have with TK Elevator that are in any way related to any of the Unit(s) described in this Agreement. If TK Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the Units) or losses of any other type or kind that is in any way related to TK Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to TK Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

TK Elevator reserves the right to assign payments owed to TK Elevator under this Agreement. If for any reason this Agreement is terminated prior to the end of the current term, a condition of such termination shall be that you agree to pay us the full amount of the any discount you received during the initial and any subsequent term. This is in addition to and not in lieu of any other rights or remedies we may have under this Agreement and the law.

Purchaser's Responsibilities

You agree to instruct or warn passengers in the proper use of the Unit(s) and to keep them under continued surveillance by competent personnel to detect irregularities between our examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the Unit(s) upon manifestation of any irregularities in either the operation or the appearance of the Unit(s), to immediately notify us, and to keep the Unit(s) shut down until the completion of any repairs. Under those circumstances you agree not to re-set the mainline disconnect. In the event of a Service Request where our technician finds that the mainline disconnect has been reset, you agree that you will be responsible for all labor costs associated with that Service Request invoiced at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when we respond to that Service Request) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the Unit(s). You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You agree to provide properly maintained and functioning mainline disconnect(s). You agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you are responsible for the cost associated with the removal and the proper handling of such liquids. You agree that if TK Elevator's inspection of a Unit serviced under this Agreement reveals an operational problem which, in TK Elevator's sole judgment, jeopardizes the safety of the riding public, TK Elevator may shut down the Unit until such time as the operational problem is resolved. In that event, TK Elevator will immediately advise you in writing

of such action, the reason for such action, and whether any proposed solution is covered by the terms of this Agreement.

TK Elevator assumes no responsibility for any part of the Unit(s) except that upon which work has been performed under this Agreement. No work, service, examination or liability on the part of TK Elevator other than that specifically mentioned herein is included or intended. It is agreed that TK Elevator does not assume possession or control of any part of the Unit(s) and that such remains Purchaser's exclusively as owner, lessor, lessee, possessor, or manager thereof.

We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. For safety reasons, you agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the Unit(s) during the term of this Agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this Agreement.

Upon the commencement of this Agreement and as a condition of TK Elevator's performance of its obligations, Purchaser shall provide any wiring diagrams, manuals, special tools, monitoring devices, software, hardware or any other items designed to work with, diagnose, service, or repair the Unit(s) (1) as originally supplied by the OEM with the installation or (2) solely available to Purchaser from the OEM.

Some equipment covered by this Agreement may be encoded with serialized onboard diagnostics or other closely held diagnostic intelligence. In the event that the cause of a shutdown or other equipment issue cannot be diagnosed and/or resolved without enlisting the OEM's assistance, Purchaser agrees to obtain the assistance of the OEM and TK Elevator agrees to reimburse you for that expense, provided that it does not exceed the total monthly service fee divided by the number of Units covered under this Agreement. Any fees in excess of that figure shall be exclusively the Purchaser's responsibility.

Since TK Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with our performance or the means and methods used to meet our obligations under this Agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it.

In the event of the sale, lease or other transfer of the ownership of the premises in which the Unit(s) described herein are located, you agree to see that such transferee is made aware of this Agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this Agreement. Should the transferee fail to assume this Agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

Unless this Agreement expressly includes, or is later amended to include, TK Elevator Communications Phone Monitoring Service or Multimedia Monitoring Service as described in the exhibit hereto, this Agreement expressly excludes any materials, labor and/or services involving or related to either the monitoring of or provision of a response to any communications initiated from any Communication Equipment installed within the Unit(s) and Purchaser remains solely responsible for contracting with a separate vendor to monitor and respond to such communications in accordance with all applicable codes, statutes and/or laws.

You expressly agree to release and discharge us and our employees for any and all claims and/or losses of any type or kind (including but not limited to personal injury, death and property damage, specifically including damage to the property which is the subject matter of this Agreement) (1) associated with any components excluded in this Agreement or ~~(2) associated with any Billable Work~~ or (2) caused in whole or in part by reason(s) outside of our control. TK Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TK ELEVATOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO ANY OR ALL OF THE PARTS, PLATFORMS (INCLUDING BUT NOT LIMITED TO CP, APP AND MAX) AND/OR SERVICES

CONTEMPLATED BY THIS AGREEMENT INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, TK ELEVATOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE PARTS, PLATFORMS AND/OR SERVICES CONTEMPLATED BY THIS AGREEMENT WILL BE ACCESSIBLE TO CUSTOMER, ACHIEVES ANY INTENDED RESULTS, MEETS CUSTOMER'S REQUIREMENTS, OPERATES WITHOUT INTERRUPTION, MEETS ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TK ELEVATOR OR ITS AFFILIATES, BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE UNIT(S), PARTS, PLATFORMS AND/OR SERVICES OR FOR THE ACT OF ANY THIRD PARTY RELATED THERETO, INCLUDING BUT NOT LIMITED TO THE INCORPORTATION OF A VIRUS, SPYWARE OR ANY OTHER MALICIOUS PROGRAM INTO THE PURCHASER'S SOFTWARE OR HARDWARE OR PLATFORM.

In consideration of TK Elevator performing the services herein specified, you expressly agree, to the fullest extent permitted by law, to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against TK Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the Unit(s) which are the subject matter of this Agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the Unit(s) covered by this Agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Agreement), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or our employees. You recognize that your duty to defend TK Elevator under this clause is broader than your duty to indemnify and includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits. Deletion approved. M B

You expressly agree to name TK Elevator Corporation along with its officers, agents, affiliates and subsidiaries as additional insureds in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure *TK Elevator Corporation, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses* referenced in the above paragraph, and for claims and/or or losses arising from the sole negligence or responsibility of TK Elevator Corporation and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation. Deletion approved. M B

~~In no event shall TK Elevator's liability for damages arising out of this Agreement exceed the remaining unpaid installments of the current, unexpired term of this Agreement.~~ Deletion approved. M B

~~You expressly agree to release and discharge TK Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this Agreement.~~ This is not acceptable. M B To Remain in contract

In the event an attorney is retained to enforce, construe or defend any of the terms and conditions of this Agreement or to collect any monies due hereunder the prevailing Party shall be entitled to recover all costs and reasonable attorney's fees.

To Remain in Contract

~~You hereby waive trial by jury.~~ You agree that this Agreement shall be construed and enforced in accordance with the laws of the state where the Unit(s) is/are located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the Unit(s) is/are located as to all matters and disputes arising out of this Agreement.

In the event any portion of this Agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this Agreement.

Our rights under this Agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or

manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Agreement.

Special Considerations

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

Annual Renewal Signature

April 1, 2023 _____

April 1, 2024 _____

April 1, 2025 _____

April 1, 2026 _____

Gold Service Agreement

Acceptance

Until executed by both Parties this Agreement is a proposal that shall only remain available for acceptance for a period of sixty (60) calendar days from the date appearing on the first page of this document unless revoked by TK Elevator earlier in writing to Purchaser. Your acceptance of this Agreement and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Agreement will be recognized unless made in writing and properly executed by both Parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this Agreement will exclusively govern the Parties' responsibilities. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Agreement without the express prior written approval of an authorized TK Elevator manager.

Bartlesville Public Library (Purchaser):	TK Elevator Corporation Management Approval
By:	By:
(Signature of Authorized Individual)	(Signature of Branch Representative)
(Print or Type Name)	Stephen Rhodes Branch Manager
(Print or Type Title)	
(Date of Acceptance)	(Date of Execution)

For inquiries regarding your contract or services provided by TK Elevator, please contact your local branch office:

13665 E 61st St
Broken Arrow, OK 74012
918-665-2040

Thank you for choosing TK Elevator. We appreciate your business.

Taylor Pratt

Gold Service Agreement

Exhibit A

TK Elevator Communications

TK Elevator offers an additional suite of services through our TK Elevator Communications call center separate and apart from those services included with your Agreement. We have notated below each additional TK Elevator Communications Service that you have selected for each of the Units covered under your Agreement and the corresponding total price of those services per Unit.

Building Name	Equipment Type	Nickname	Phone Monitoring	Elevator Telephone #
BARTLESVILLE PUBLIC LIBRARY	Hydraulic	1	Current Selection	
BARTLESVILLE PUBLIC LIBRARY	Hydraulic	2	Current Selection	

A description of each available TK Elevator Communications service and the additional applicable terms and conditions follow.

Phone Monitoring Service
If "Phone Monitoring" is selected for specific Units in the chart above then we will provide 7 days per week, 24 hours per day, 365 days per year dispatching service, through its centralized TK Elevator Communications call center, for those specified units. The dispatching service will be provided for calls placed by Purchaser outside of Regular Time to the local TK Elevator branch office. We will also include telephone monitoring on all Units maintained under this Agreement that have operational telephone equipment capable of placing a call to that call center. Depending on the nature of the call and circumstances, TK Elevator's operators can call one or more of the following: Purchaser's Designated Contacts set forth below; Local Emergency Services at phone numbers provided by Purchaser below; and/or a local TK Elevator service technician to be dispatched to the location of the equipment. Calls cannot be placed to "9-1-1" as the centralized TK Elevator Communications call center does not have dialing access to local "9-1-1" numbers.

This Phone Monitoring Service specifically excludes any maintenance, repair or replacement of any type or kind of the Purchaser's telephone or other communication equipment. The Purchaser retains exclusive possession and control of its telephone and other communication equipment and is solely responsible for ensuring uninterrupted operation of that equipment so that it is continuously capable of placing a call to TK Elevator Communication's call center.

Terms and Conditions
Any of the services mentioned in this Exhibit shall be governed by both the terms and conditions of the Agreement covering the Unit(s) described in that Agreement and the terms and conditions of this Exhibit and in the event that those terms conflict, the terms and conditions of this Exhibit will exclusively govern the subject matter of those terms and conditions. Should the Agreement covering the Unit(s) be terminated for any reason by either Party then this Exhibit shall also be automatically terminated. In the event that this Exhibit is terminated for whatever reason, Purchaser agrees to immediately both transfer the connection of the communication equipment to an appropriate telephone service provider and also make arrangements with its replacement elevator service vendor to reprogram the communication equipment to initiate contact with a replacement call center.

Price and Term
In light of the modifications to Agreement set forth above, you agree to an additional price of $0 per month which will be billed to you separately from the price of the Agreement (the "TK Elevator Communications Services Charge"). The cost of your selected TK Elevator Communications Services is not subject to any discounts. Due to the changing nature of technology, TK Elevator reserves the right to annually increase the TK Elevator Communications Services Charge with such an annual increase not to exceed a total of five percent (5%) of the prior year's TK Elevator Communications Services Charge.

Gold Service Agreement

TK Elevator Communications Contact Information - To Be Completed by Purchaser

Purchaser hereby acknowledges that as a condition precedent to TK Elevator's placement of calls to Purchaser's Designated Contacts and any Local Emergency Services under this Agreement, Purchaser must first complete all sections of the TK Elevator communications Contact Information section below. Purchaser further acknowledges that it is Purchaser's sole responsibility to advise TK Elevator immediately in writing of any changes to the information contained in this exhibit during the term of this Agreement. Purchaser acknowledges that no revision to that information will be made without TK Elevator first receiving such request in writing from Purchaser's authorized representative.

Under those circumstances where TK Elevator is unable to reach Purchaser's Designated Contacts, Purchaser hereby gives TK Elevator express permission to dispatch a TK Elevator service technician to the location of the equipment at Purchaser's expense in accordance with TK Elevator's applicable billing rates. Purchaser further agrees that TK Elevator does not assume any duty or responsibility to advise any caller, regardless of his or her location within or outside the elevator, to take or not take any specific action resulting from a medical or other emergency or any other situation including, but not limited to, entrapment of persons, evacuation, repair or return to service of any equipment.

In the event of an emergency, or perceived emergency, one or more of the following are to be Purchaser's Designated Contacts:

Contact Name	Title	Primary Telephone #	Secondary Telephone #

In the event of an Emergency or perceived emergency, TK Elevator has the express permission to contact one or more of the following **(911 is not sufficient, local phone numbers are required)**:

Police Department: (_____) _____-_____

Fire Department: (_____) _____-_____

Special instructions/remarks:

_____

In the event that a TK Elevator call center operator perceives that a call from within the elevator constitutes a medical or other emergency, Purchaser hereby gives TK Elevator the express permission to call Local Emergency Services at the telephone numbers provided above at TK Elevator's sole discretion. Under those circumstances, Purchaser agrees to pay all related charges for services provided by any Local Emergency Services in response to that call. Purchaser agrees that TK Elevator shall not be responsible for ensuring an appropriate (or any) response by Local Emergency Services to that call.

Customer Portal & Mobile App setup form

Name:			
Address: (If different from contract)			
City:			
State:			
Zip Code:			
Phone:			
Email:			
Subscribe to email notifications:	☐	☐	☐

city of bartlesville
CONNECTED / CREATIVE / VIBRANT

Agenda Item 7.c.iii.
March 7, 2022
Prepared by Matt McCollough
Information Technology

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action regarding approval of Amendment with Tyler Technologies for Utility Billing Software for $134,662.00.

Attachments:
Amendment
Utility Billing Quotation

II. STAFF COMMENTS AND ANALYSIS

The current Utility Billing system (NorthStar) was last upgraded in 2009 and does not integrate with the current Tyler financial system. Currently, transactions between billing and financials have to be exported from NorthStar and then subsequently imported, or manually entered into Tyler's financial system, causing an inefficiency of resource utilization and opportunity for error. This upgrade will bring the City's billing system in line with all other components housed within our current financial vendor lineup, making transactions seamless between modules. If approved, this project will bring us closer to our unified focus of one vendor for operating software needs. Once a finalized schedule is in place with Tyler, the project is expected to take 8-12 months to reach completion.

Current Tyler Products:

Munis ERP
Financials, Human Resources, Payroll, ESS, Energov, CSS and TCM
Enterprise Asset Management, 311 and additional software

New World Public Safety
CAD Dispatch, Records, Tickets, Court, Washington County Corrections and LERMS

The City of Bartlesville currently has $140,000 budgeted for this project from the Capital Reserve Fund.

III. RECOMMENDED ACTION

Staff recommends approval of the Amendment with Tyler Technologies.

AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Bartlesville, with offices at 401 Johnstone Ave., Bartlesville, Oklahoma 74003 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated April 3, 2017 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the Amendment Effective Date. Payment of fees and costs for such items shall conform to the following terms:

    a. License Fees. License fees will be invoiced on the date when Tyler provides the Client with access to the applicable Tyler Software (the "Software Access Date").
    b. Maintenance Fees. Year 1 annual maintenance and support fees, prorated for a time period commencing on the Software Access Date and ending at the same time as the end of the then-current annual maintenance term for the Tyler Software already licensed under the Agreement, are due on the Software Access Date. Subsequent annual maintenance fees will be invoiced in accord with the Agreement.
    c. Data Conversion. Fees for data conversion services shall be invoiced as follows: (i) 50% upon initial delivery of converted data, by conversion option, and (ii) 50% upon Client acceptance to load converted data into live environment, by conversion option.
    d. Services Fees & Expenses. Services added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.

2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

3. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.	City of Bartlesville
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

Exhibit 1
Amendment Investment Summary

The following Amendment Investment Summary details the software and services to be delivered by us to you under this Amendment. This Amendment Investment Summary is effective as of the Amendment Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Quoted By:	Susan Sturgis
Quote Expiration:	07/17/22
Quote Name:	City of Bartlesville - ERP - UBCIS
Quote Description:	UBCIS

Sales Quotation For:
City of Bartlesville
401 S Johnstone Ave
Bartlesville OK 74003-6619
Phone: +1 (918) 338-4282

Tyler Software and Related Services

Description	Qty	License	Hours	Module Total	Year One Maintenance
Revenue Management					
Central Property File	1	$ 2,386	8	$ 2,386	$ 597
UB Interface	1	$ 7,533	32	$ 7,533	$ 1,356
Utility Billing CIS including Graphing Agent	1	$ 30,754	168	$ 30,754	$ 5,536
TOTAL		**$ 40,673**	**208**	**$ 40,673**	**$ 7,489**

Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Project Management	28	$ 185	$ 5,180	$ 0
Tyler Forms Library - Utility Billing	1	$ 4,500	$ 4,500	$ 0
Conversions			$ 28,800	$ 0
Onsite Implementation	56	$ 210	$ 11,760	$ 0
Remote Implementation	152	$ 185	$ 28,120	$ 0
TOTAL			**$ 78,360**	**$ 0**

Summary	One Time Fees	Recurring Fees
Total Tyler Software	$ 40,673	$ 7,489
Total Annual	$ 0	$ 0
Total Tyler Services	$ 78,360	$ 0
Total Third-Party Hardware, Software, Services	$ 0	$ 0
Summary Total	**$ 119,033**	**$ 7,489**
Contract Total	**$ 126,522**	
Estimated Travel Expenses excl in Contract Total	**$ 8,140**	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Qty	Unit Price	Unit Discount	Extended Price
Utility Billing				
Utility Billing - Assessments	1	$ 1,800	$ 0	$ 1,800
Utility Billing - Backflow	1	$ 2,000	$ 0	$ 2,000
Utility Billing - Balance Forward AR	1	$ 6,100	$ 0	$ 6,100
Utility Billing - Consumption History up to 5 years	1	$ 3,000	$ 0	$ 3,000
Utility Billing - Flat Inventory/Containers	1	$ 4,100	$ 0	$ 4,100
Utility Billing - Service Orders	1	$ 3,100	$ 0	$ 3,100
Utility Billing - Services	1	$ 4,100	$ 0	$ 4,100

Utility Billing - Standard		1	$ 4,600	$ 0	$ 4,600
	TOTAL				**$ 28,800**

Tyler Software Discount Detail (Excludes Optional Products)

Description	License	Liense Discount	License Net	Maintenance Basis	Year One Maint Disccunt	Year One Maint Net
Revenue Management						
Central Property File	$ 2,386	$ 0	$ 2,386	$ 597	$ 0	$ 597
UB Interface	$ 7,533	$ 0	$ 7,533	$ 1,356	$ 0	$ 1,356
Utility Billing CIS including Graphing Agent	$ 30,754	$ 0	$ 30,754	$ 5,536	$ 0	$ 5,536
TOTAL	**$ 40,673**	**$ 0**	**$ 40,673**	**$ 7,489**	**$ 0**	**$ 7,489**

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
    - Implementation and other professional services fees shall be invoiced as delivered.
    - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
    - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
    - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
    - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
    - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.
Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

Utility billing library includes: standard Utility bill, standard assessment, standard UB receipt, standard Lien letter, standard UB delinquent notice, standard door hanger and standard final utility bill.

Utility Billing CIS includes the Graphing Agent. Utility billing library includes: standard Utility bill, standard UB receipt, standard UB delinquent notice, standard door hanger and standard final utility bill.

Agenda Item 7.c.iv.
March 3, 2022
Prepared by Jason Muninger. CFO/City Clerk
Accounting and Finance

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Take action to approve Engagement for Audit Services with Arledge and Associates P.C.

Attachments:

Engagement Letter

II. STAFF COMMENTS AND ANALYSIS

The City is required to annually perform an audit of financial statements of the government activities, business type activities, each major fund, and aggregate remaining fund information, including related notes to those financial statements. The Council through the RFP process had chosen Arledge and Associates to perform this engagement. Cost of the engagement is $35,975.

III. RECOMMENDED ACTION

City Staff recommends approval Arledge and Associates due to their expertise and overall quality of service. This will be the sixth year the City has contracted with Arledge and Associates.

FY2021 AUDIT ENGAGEMENT LETTER

December 8, 2021

To the Governance and Management of the City of Bartlesville, Oklahoma

We are pleased to confirm our understanding of the services we are to provide the City of Bartlesville, Oklahoma (the "City") for the year ended June 30, 2021. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City as of and for the year ended June 30, 2021. This Engagement Letter does not cover the Community Center Trust Authority, Bartlesville Development Authority, or the Bartlesville Redevelopment Trust Authority. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis;
2) General Fund Budgetary Comparison Information;
3) Pension Information; and
4) OPEB Schedule.

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements:

1) Combining Financial Statements.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the Mayor and City Council of the City of Bartlesville, Oklahoma. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by Government Auditing Standards. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in Government Auditing Standards may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse

that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during

the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Governance and Management of the City of Bartlesville, Oklahoma; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Arledge & Associates, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State Auditor and Inspector or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Arledge & Associates P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the State Auditor and Inspector. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

LaDonna Sinning, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be $35,975. This fee includes our miscellaneous charges, such as travel, meals, and an electronic pdf copy of the report and one bound copy. Additional bound copies are available for $.50 per page. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. This fee is also based on the assistance of Crawford & Associates, P.C. in preparing the City's financial statements. If significant additional time is necessary due to a single audit engagement, or for other unanticipated reasons, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Because our Engagement Letter provides ongoing access to the accounting and business advice you need on a fixed-price basis, you are not inhibited from seeking timely advice from us. While the fixed price entitles you to unlimited consultation with us, if your questions or issues require additional research and analysis beyond consultation, that work will be subject to an additional price negotiation before the service is to be performed and an Addendum to the Engagement Letter will be issued before delivery of the additional service is to be performed, with payment terms agreed to in advance. By virtue of signing this document, you have indicated that your reporting entity has been appropriately defined, all trial balances will be reasonable adjusted, your key accounts will be reconciled, unusual transactions, significant financial estimates and disclosures have been communicated to us prior to the date at the top of this letter. Also, you have indicated that the entity has competent personnel in key financial positions and there has been no turnover in the accounting/finance department of which we are not aware. If we find that the facts are different for any of the preceding assumptions, we will negotiate an Addendum to the Engagement Letter and negotiate a new engagement fee before we issue our final report.

To the extent that you utilize outside consultants to supplement your accounting and finance department and produce various schedules and reports, please note that by virtue of signing this document you have indicated that their work will be timely and reliable. Should we find that their work is other than timely and/or reliable, we will negotiate an Addendum to the Engagement Letter and determine a new engagement fee and payment arrangement before we issue our final report.

Cost of Consequential Damages

Any liability of Arledge & Associates, P.C. and its personnel to the City is limited to the amount of the annual fee the City paid for this audit engagement as liquidated damages.

The City agrees that any dispute regarding this engagement will, prior to resorting to litigation, be submitted to mediation upon request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation proceeding shall be binding only if both Arledge & Associates, P.C. and the City agree to be bound. Arledge & Associates, P.C. and the City will share any cost of mediation equally.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

Arledge & Associates, P.C.

Arledge & Associates, P.C.

RESPONSE:

This letter correctly sets forth the understanding of the City of Bartlesville, Oklahoma.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

city of bartlesville
CONNECTED / CREATIVE / VIBRANT

Agenda Item 7.c.v.
3/07/2022
Prepared by Mike Richardson. Airport Director
Bartlesville Municipal Airport

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action to contract with KRS manager of the Phillips 66 Company proprietary aviation customer loyalty program, which will allow customers to earn points based on the volume of jet fuel and aviation fuel purchases referred to as the "WingsPoints Program"

Attachment(s):

Wings Points FBO Contract

II. STAFF COMMENTS AND ANALYSIS

Implementation of the Wings Points Program could help attract business from flight crews that participate in the Wings Points Program. The Program allows for additional points (2X) if a Phillips 66 fuel card is presented for payment of fuel. No Credit Card fees are incurred by using Phillips 66 fuel card. The program expense can be redeemed 50% through the Branded Aviation Dealer Agreement CO-OP Fund.

III. RECOMMENDED ACTION

Staff recommends entering contract with KRS.

Attachment 1 - WingPoints™ Contract between KRS and FBO

Phillips 66® - WingPoints™
PROPRIETARY LOYALTY PROGRAM SUPPORT AGREEMENT

This "AGREEMENT" is made and entered into as of this _____ day of _____, 20____, by and between KRS Points LLC dba KRS Rewards System, an Idaho limited liability company ("KRS"), the address for which is 106 Main Ave. S., Twin Falls, Idaho 83301, and _____ ("Merchant" or "FBO"), the address for which is _____.

Recitals:

WHEREAS, Merchant operates an authorized Phillips 66 branded Fixed Base Operator ("FBO") fueling location(s) at _____ _____;

WHEREAS, KRS manages the Phillips 66 Company ("Phillips 66") proprietary aviation customer loyalty program, which will allow customers to earn points, hereafter defined as "WingPoints", based on the volume of jet fuel and aviation fuel purchases from the enrolled FBO locations and to later redeem these points for specified rewards, hereinafter the program is collectively referred to as the "WingPoints Program".

WHEREAS, Merchant desires to offer the WingPoints Program to its customers;

WHEREAS, KRS has the capability and facilities to support the WingPoints Program with various services and equipment;

WHEREAS, the Merchant intends to engage KRS to provide support for the WingPoints Program in accordance with the terms and provisions and subject to the conditions contained in this Agreement;

NOW, THEREFORE, for and in consideration of the foregoing premises, and the mutual covenants and conditions contained herein, the parties agree as follows:

1. Recitals set forth above are deemed part of this Agreement.

2. ***Definitions***

2.1 "DCD" means a data collection device, currently a Verifone Vx570 with dual ports (RS-232 dial up port and Ethernet).

2.2 "Enrolled Customers" means an aviation fuel customer who has enrolled in the WingPoints Program using the registration material in accordance with KRS' protocol.

2.3 "Enrolled DCD" shall mean each DCD that has been purchased by Merchant from KRS.

2.4 "Reported Transaction(s)" means each purchase by an Enrolled Customer, whether with money or credit under the WingPoints Program that has been properly reported in accordance with KRS' protocols through a DCD.

2.5 "WingPoints Data" means but is not limited to, all Enrolled Customer information and Reported Transactions collected and related to the WingPoints Program.

3. ***KRS Services***

3.1 KRS will manage and maintain the WingPoints Program and WingPoints Data. Merchant shall solely have access to Reported Transactions which occurred at FBO's location found in the WingPoints data. KRS will provide account cards, key chain tabs, or other appropriate materials by which Enrolled Customers are identified at the DCD.

3.2 KRS will fulfill the initial and ongoing marketing packages to include WingPoints Program account cards, brochures, POP marketing materials, and training manuals. KRS will make additional marketing supplies available. Excessive requests for additional supplies will be at Merchant's expense.

3.3 KRS shall be responsible for providing software programming to allow FBO to enter on the DCD any of FBO's manually applied bonus points and method of payment bonus points issued to cardholders using "Phillips 66 Branded Credit Cards", which shall include any of the following: the Multi Service Aviation Cobrand, Phillips 66 Cobrand MasterCard, Phillips 66 Aviation Commercial, and the Phillips 66 Aviation Personal; and customizable messages at the bottom of the receipt termed Trigger Messages. FBO shall be entitled to utilize Trigger Messages during periods not to exceed 50% at any point in time. Phillips 66 shall retain the right to Trigger Messages for the remaining 50% of the time.

3.4 KRS Reports.

3.4.1 KRS agrees to provide Merchant with the following reports solely reflecting activity at each of its Enrolled DCDs.

Such reports shall include:

a) Transaction Detail Report: Review all transactions during user defined date range, by date or card number;
b) Redemption Report: Review redemption by user defined date range, by date or card number;
c) Liability Report: ACH funds outstanding (i.e. how much the FBO owes based on the number of points issued from their location);

d) Top Customers: Review top customers by user defined date range;
e) Inactive or Lost Customers: Review inactive or lost customers by user defined date range; and
f) Other reports such as Transaction Summary Report, Day-to-Day Issuance Report, Points on Hold Security Report, Trigger Detail and Summary Report, ConocoPhillips Branded Credit Cards Transactions (to allow gallon matching for Phillips 66 bonus points).

3.4.2 KRS will provide Merchant these reports through the Internet using a password protected portal 24 hours, 7 days a week.

3.5 KRS will provide web based or toll free telephone training to Merchant management and employees or designee.

3.6 Upon request KRS will provide personal site level training to Merchant for $100 per FBO location per trip plus reasonable and actual travel related expenses.

3.7 All points earned by customers enrolled in the WingPoints Program and entitled for redemption under the terms of the WingPoints Program shall be funded by the participating FBOs and Phillips 66 payment of bonus points as set forth herein. KRS has the responsibility and obligation to invoice for and collect funds from the participating FBOs.

4. ***Equipment***

4.1 The Merchant shall have a DCD (the Enrolled DCD) that complies with KRS'specifications (VeriFone Vx570 or similar). Device can be procured through Phillips 66. Any DCD provided by Phillips 66 for payment processing will include the WingPoints application preloaded on the device.

4.2 Additional equipment is available at Merchant's expense. If desired, Merchant will purchase and authorize KRS to install additional VeriFone Vx 570 stations at each of its locations at the current KRS list price at the time of sale. Merchant agrees at its own cost and expense to keep the DCD in good condition and repair and to provide all paper and other disposables employed in the operation of the DCD. _____ (please initial)

4.3 Upon termination of this Agreement, Merchant agrees to return the original DCD to KRS in good working order and condition, with data securely erased. Additional equipment purchased at Merchant expense remains with Merchant.

5. ***Merchant Responsibility***

5.1 Merchant recognizes and acknowledges that it is responsible for training its employees in the terms of the program and in properly transmitting information concerning Reported Transactions. The WingPoints Program provides that for each whole gallon of jet fuel and aviation fuel sold in a Reported Transaction, Enrolled Customer shall be entitled to 10 points, and if the purchase is paid by use of any Phillips 66 Branded Credit Cards, the WingPoints Program provides that each gallon sold of jet fuel and aviation fuel in a Reported Transaction shall entitle Enrolled Customer to an additional 10 points. For these bonus points, the FBO shall be responsible for applying method of payment bonus points to the DCD unless otherwise instructed by KRS. No award is given for partial gallons and all partial gallons will be rounded down to the next whole gallon. Additionally, Merchant may manually award bonus points as appropriate and at Merchants discretion to cardholders. Merchant will permit KRS to take direction from Phillips 66 for the printing on customer receipts and other material given to the customer with messages promoting the use of the WingPoints Program and/or the the Phillips 66 Branded Credit Cards.

5.2 The Merchant agrees to pay before the 18th of each month for services during the preceding month:

5.2.1 $ 0.02 per 10 points issued to Enrolled Customer for each gallon of jet fuel and aviation fuel purchased;

5.2.2 $ 0.02 per 10 points issued to Enrolled Customer for FBO manually applied bonus points for each gallon of jet fuel and aviation fuel purchased and any other additional bonus point determined at the sole discretion of the FBO;

5.2.3 $ 0.00 for method of payment bonus points issued to Enrolled Customer for use of Phillips 66 Branded Credit Cards.

5.3 In the event Merchant fails to pay for services under this Agreement, Merchant agrees that Phillips 66 shall have the right to offset any delinquent amounts due hereunder pursuant to any agreement between Phillips 66 and Merchant. Notwithstanding any action Phillips 66 may take hereunder, Merchant acknowledges such failure to pay is a material default of this Agreement.

6. ***Term***

6.1 The term of this Agreement shall be for an initial period of 36 months and thereafter shall automatically renew on a month to month basis unless or until FBO terminates the Agreement after the initial period by giving not less than 90 days notice to the other or immediately on the date on which Phillips 66 and KRS discontinue the WingPoints Program, or the date Merchant and/or Phillips 66 discontinues current or

subsequent product supply agreements and the FBO becomes a non-Phillips 66 branded location.

6.2 KRS shall be entitled to terminate this Agreement "for cause" in the event of (i) a material breach of any of the terms of the Agreement by the Merchant, or (ii) the filing of a petition in bankruptcy by the Merchant. In the event of a termination for cause, such termination shall be effective upon notice of termination by KRS to the Merchant.

6.3 Upon termination of this Agreement, KRS will transfer information pertaining to the WingPoints Program maintained on KRS's database to Phillips 66.

7. ***Intellectual Property and Data***

7.1 All data collected and transmitted by Enrolled Customers, including but not limited to Reported Transactions, defined as WingPoints Data, shall be the property of Phillips 66, which will be maintained by FBO and KRS as Phillips 66's Confidential Information by each of them as defined in Section 8.2. The Merchant is hereby given a limited license to use and view certain WingPoints Data as set forth in the Exhibit A hereto. The Merchant recognizes and agrees that KRS may use the WingPoints data in statistical reports provided the Merchant is not identified and there is insufficient information in these statistical data and reports to infer the data related to the Merchant's operations..

7.2 KRS will maintain a record of Reported Transactions, report to Merchant each Enrolled Customer's accrued credits and benefits, and facilitate the redemption of funded points in exchange for goods or services as provided by the Phillips 66 WingPoints Program; provided however, FBO shall only be entitle to access Reported Transactions and Enrolled Customer's information associated with FBO's Enrolled DCD.

7.3 All programs, source codes, operating and compiling systems, and other aspects of the structure whereby KRS captures, processes, maintains, compiles, and reports data remain the sole and exclusive property of KRS, and, to the extent any such information is disclosed to Merchant, it is to be maintained as Confidential Information. The software described herein and used in the DCD belongs to or is licensed by KRS. KRS grants a non-exclusive non-royalty license to Merchant the use of such software effective with date of this Agreement and ends with term of this Agreement.

7.4 To the extent any proprietary intellectual property of KRS is incorporated in or utilized as part of any sales, marketing, promotional, or instructional material for customers, its use is subject to a limited license as set forth in the Exhibit A hereto, which is hereby granted to Merchant, which terminates with the termination of this Agreement or may otherwise be terminated at any time at KRS's election. Merchant agrees that it will not itself, or through any parent, subsidiary, affiliate, agent, or other third party:

7.4.1 Decompile, disassemble, or reverse engineer any portion of the code or processes employed by KRS in performing its duties under this Agreement, unless and only to the extent required by federal law;

7.4.2 Write or develop any derivative software or any other software program based upon the Confidential Information provided by KRS; or

7.4.3 Sell, lease, license, sublicense, encumber, or otherwise deal with any Confidential Information, proprietary information or trademarks, copyrighted materials, or other property of KRS except as provided under this Agreement.

7.5 Merchant recognizes and acknowledges that KRS provides services to other merchants and vendors similar to those provided the Merchant under the terms of this Agreement and that KRS operates a customer loyalty program. Merchant consents to the continuation of those activities by KRS.

8. ***Confidential Information.***

8.1 KRS and Merchant each agree that neither will, at any time, disclose to any unauthorized individual, corporation, partnership, joint venture, association, trust, or entity of any kind ("Person") or use for their own account or for the benefit of any third party, except as expressly provided in this Agreement, any Confidential Information, whether such information is in memory or embedded, in writing, or other physical form, without the written consent of the other party, unless and to the extent that the Confidential Information becomes generally known to and available for use by the public other than a result of a party's fault or the fault of any other Person bound by a duty of confidentiality. KRS and Merchant each agree that all of their employees and contractors shall be subject to the duties of confidentiality imposed on the Merchant and KRS herein and hereby. Merchant agrees that should a breach of Confidential Information occur, Merchant will notify KRS immediately with the details of such a breach. Merchant agrees to comply with all laws and regulations concerning electronic personal information including but not limited to the proper destruction of such information.

8.2 "Confidential Information" constitutes (i) any and all trade secrets concerning the business and affairs of KRS or Merchant, product specifications, data, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, past, current, and planned research and development, current and planned manufacturing or distribution methods and processes, customer lists, current and anticipated customer requirements, price lists, market studies,

business plans, computer software and programs (including object code and source code), computer software and database technologies, systems, structures, and architectures (and related processes, formulae, compositions, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods and information) of KRS or Merchant and any other information, however documented, of KRS or Merchant that is a trade secret within the meaning of Idaho Code section 48–801 *et. seq.* and otherwise; (ii) any and all information concerning the business and affairs of KRS or Merchant (which includes historical financial statements, financial projections and budgets, historical and projected sales, capital spending budgets and plans, the names and backgrounds of key personnel, personnel training and techniques and materials, however documented; (iii) any and all notes, analysis, compilations, studies, summaries, and other material prepared by or for KRS or Merchant containing or based, in whole or in part, on any information included in the foregoing; and (iv) any and all data and information concerning the WingPoints Program, WingPoints Data, WingPoints Database, Enrolled Customers, and Reported Transactions all of which is owned by Phillips 66.

9. ***Limitation of Warranties.*** This section 9 is not used.

10. ***Indemnification.***

10.1 Merchant shall indemnify, defend, and hold harmless KRS and its officers, directors, and affiliates (the "KRS Indemnitees") from, against, and with respect to any and all loss, damage, claim, obligation, liability, cost and expense (including, without limitation, reasonable attorneys' fees and costs and expenses incurred in investigating, preparing, defending against, or prosecuting any litigation, claim, proceeding, or demand), of any kind or character (a "Loss") arising out of or in connection with any of the following:

(i) Any breach of any of the representations or warranties of Merchant contained in or made pursuant to this Agreement;

(ii) Any failure by Merchant to perform or observe in full any covenant, agreement, or condition to be performed or observed by it pursuant to this Agreement;

(iii) Any negligent, wrongful, or willful act or omission of Merchant, its members, managers, officers, employees, agents, successors, or assigns, or other parties acting on its behalf or under its direction, including Merchant's strict liability and tort, in any way arising out of Merchant's performance or activities under this Agreement;

(iv) KRS's enforcement of this Section 10.1.

10.2 KRS shall indemnify, defend, and hold harmless Merchant and its officers, directors, and affiliates (the "Merchant Indemnitees") from, against, and with respect to any and all loss, damage, claim, obligation, liability, cost and expense

(including, without limitation, reasonable attorneys' fees and costs and expenses incurred in investigating, preparing, defending against, or prosecuting any litigation, claim, proceeding, or demand), of any kind or character (a "Loss") arising out of or in connection with any of the following:

(i) Any breach of any of the representations or warranties of KRS contained in or made pursuant to this Agreement;

(ii) Any failure by KRS to perform or observe in full any covenant, agreement, or condition to be performed or observed by it pursuant to this Agreement;

(iii) Any negligent, wrongful, or willful act or omission of KRS, its members, managers, officers, employees, agents, successors, or assigns, or other parties acting on its behalf or under its direction, including KRS' strict liability and tort, in any way arising out of KRS' performance or activities under this Agreement;

(iv) Merchant's enforcement of this Section 10.2.

11. ***Survival of Terms.*** The terms and provisions hereof, including, without limitation, the representations and warranties, shall survive the termination of this Agreement and shall remain in full force and effect thereafter.

12. ***Entire Agreement.*** This Agreement embodies the entire understanding between the parties relative to the subject matter hereof, and there are no oral or parol agreements existing between the parties concerning the subject matter hereof, which are not expressly set forth and covered hereby.

13. ***Notices.*** All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States mail, or by United States express mail or other express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate party at the address for that party set forth above. For the purpose of this Agreement, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address first specified above as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to this section, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (a) the date of the attempted delivery or refusal to accept delivery, (b) the date of the postmark on the return receipt, or (c) the date of receipt of notice of refusal or notice of non-delivery by the sending party. If the delivery by personal service is attempted, the party attempting such delivery shall leave evidence of such attempted delivery at the address specified pursuant to this section including, without limitation, a copy of the applicable notice or other document.

14. ***Counterparts.*** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

15. ***Additional Acts.*** Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed, and/or delivered by either party, the parties hereto agree to perform, execute, and/or deliver, or cause to be performed, executed, and/or delivered, any and all such further acts, deeds, and assurances that either party may reasonably require to consummate the transaction contemplated hereby.

16. ***Construction.*** This Agreement shall be construed under and in accordance with the laws of the State of Idaho including its choice of law provisions.

17. ***Severability.*** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

18. ***Attorneys' Fees.*** Should either party use a court of competent jurisdiction employ an attorney or attorneys to enforce any of the provisions hereof, or to protect its interest in any manner arising under this Agreement as a result of an alleged breach by a party, or to recover damages for the breach of this Agreement, the prevailing party in such action shall be entitled to recover its costs, including attorneys' fees, expended or incurred in connection therewith.

19. ***Assignment.***

19.1 This Agreement is personal to Merchant and assignable or transferable by Merchant only with the prior written consent of KRS, which consent shall not be unreasonably withheld. Dealer must make a written request to KRS for such consent at least sixty (60) days prior to the desired effective date of the proposed assignment or transfer of this Agreement. FBO understands, however, that consent to any assignment may include, but not be limited to, requiring the agreement of the proposed assignee to assume responsibility in writing for FBO's contractual liabilities to KRS hereunder. Refusal of the proposed assignee or transferee to accept said liabilities may be a reason for KRS to withhold its consent to the assignment.

19.2 If FBO is a corporation, partnership or other business entity, any transfer of any controlling interest in such entity shall be deemed an assignment requiring the prior written consent of KRS.

19.3 KRS may assign this Agreement upon notice to Merchant; provided however, any assignment by KRS shall require assignee to assume responsibility for KRS's contractual liabilities to FBO hereunder.

20. ***Binding Effect.*** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands hereunder as of the date and year first above written.

KRS:

KRS POINTS, L.L.C., an
Idaho limited Liability Company,

By:_____
(Signature)

Print Name: _____

Its: _____

MERCHANT:

_____
(Business name, if applicable)

By:_____
(Signature)

Print Name: _____

Its: _____

ELECTRIC FUNDS
TRANSFER AUTHORIZATION

KickBack Rewards Systems
P.O. Box 6099
Twin Falls, ID 83303-6099
1-855-798-1719
Fax 1-855-265-6711
Attn: Debbie Brennan

Retailer Name: _____
Retailer Email: _____

I (we) hereby authorize **KickBack Points®, LLC**, hereinafter called ("KickBack"), to initiate debit and/or credit entries to the _____ **Checking account** or _____ **Savings account** maintained at the bank shown below.

Bank Name: _____

Bank Address: _____ City: _____ State: _____ Zip: _____

Account No. _____ Date: _____

Routing No. _____

The person signing this Authorization warrants and represents that he/she has the full right, power, and authority to execute this authorization on behalf of the Retailer.

This authority is to remain in full force and effect until KickBack and our bank have received written notification from me (or either of us) of its termination in such time and in such manner as to afford KickBack and the bank a reasonable time to act on it.

_____

Name Signature Title

_____

Name Signature Title

PLEASE ATTACH A VOID CHECK BELOW

Agenda Item 7.c.vi.
3/07/2022
Prepared by Mike Richardson. Airport Director
Bartlesville Municipal Airport

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action to lease approx. 500 sq. ft. of hangar space in Hangar 8 to Bobbi and Brittney Day for the purposes of storing one RV6 Aircraft.

Attachment(s):

City of Bartlesville/Day Lease contract.

II. STAFF COMMENTS AND ANALYSIS

Lease to begin Feb 1 2022 at a rate of $150 per month.

III. RECOMMENDED ACTION

Staff recommends entering into a month-to-month lease with Bobbi and Brittney Day.

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

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

R E C I T A L S:

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

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

W I T N E S S E T H:

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

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

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

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

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

3. Term. This Agreement shall be effective for an initial term of one (1) month Commencing the 1st day of February, 2022, and ending on the 28th day of February, 2022, and shall continue in effect from month to month thereafter unless and until terminated by notice given to either Party by the other at least thirty (30) days in advance of said termination. Neither Lessor nor Lessee shall have any liability to each other for any such termination.

4. Rent. Lessee, in consideration of the mutual promises and covenants contained in this Agreement, does covenant and agree with the City of Bartlesville to pay its rent for said leased property in the sum of One Hundred Fifty and NO/100 Dollars ($150.00) per calendar month. All such payments shall be made to Lessor, at the following address:

City of Bartlesville
401 S Johnstone
Bartlesville, OK 74003

An invoice will be sent to Lessee on the 1st business day of the month, to be payable by the last business day of the current month to Lessor at the address listed herein above. Lessor agrees that any adjustment to rent shall be made only after giving at least 60 days advance notice to Lessee.

5. Effective Date. The "Effective Date" of this Agreement shall be the later of the two (2) dates upon which this Agreement is executed by Lessor and Lessee as evidenced by the date inserted by each such Party next to their authorized agents' respective signatures, and concurrent with their signature hereto. If Lessee fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessor's signature hereto, and if Lessor fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessee's signature hereto.

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

7. Disclaimer. LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY AND LEASED PREMISES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF TITLE, CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANYONE ACTING FOR OR ON BEHALF OF THE LESSOR HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AND THE LEASED PREMISES, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT LESSEE HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF LESSOR OR ANYONE ACTING FOR ON BEHALF OF LESSOR, AND THAT ALL MATTERS CONCERNING THE PROPERTY AND LEASED PREMISES HAVE BEEN INDEPENDENTLY VERIFIED BY LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS IN ALL RESPECTS SATISFIED THEREWITH, AND THAT LESSEE ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE WARRANTIES CONTAINED IN THIS PARAGRAPH ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

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

OTHERWISE) OF THE INDEMNIFIED PARTIES, EXCEPT TO THE EXTENT CAUSED BY THE INDEMNIFIED PARTIES' WILLFUL MISCONDUCT.

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

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

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

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

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

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

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

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

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

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

19. Utilities. Lessee understands utilities are provided to the Leased Premises, the cost of utilities is included in the rent. Any supplemental heat will only be utilized while lessee is present on the leased premises.

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

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

22. Risk of Loss. Should any extraordinary loss, injury, damage or delay of any nature whatsoever resulting therefrom, caused by an act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war, or any other cause beyond Lessor's control, Lessor is under no obligation to repair or replace said property nor shall Lessor be liable for any loss or damage to property belonging to Lessee or any other person, firm or organization.

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

Lessor: City of Bartlesville
Attn: Jason Muninger
401 S. Johnstone Ave.
Bartlesville, OK 74003
Facsimile: (918) 338-4229

Lessee: Bobbi Day and Brittney Day
434 NE Debell Ave.
Bartlesville, OK 74006

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

By: _____ Date: _____
Name: _____
Title: Mayor, City of Bartlesville

ATTEST:

_____
City Clerk
APPROVED AS TO FORM AND CONTENT:

_____
City Attorney

LESSEE:

By: BDay Date: 2/21/2022
Print Name: Bobbi Day
Title: Pilot

By: Brittney Day Date: 2/21/2022
Print Name: Brittney Day
Title: Pilot

Exhibit "A"
(Description of Leased Premises)

Approx. 500 sq. ft. within Hangar 8 located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

Agenda Item 7.c.vii.
March 2, 2022
Prepared by Terry Lauritsen
Water Utilities

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Professional Service contract with Ambler Architects for construction administration services for the Library Teen Center addition

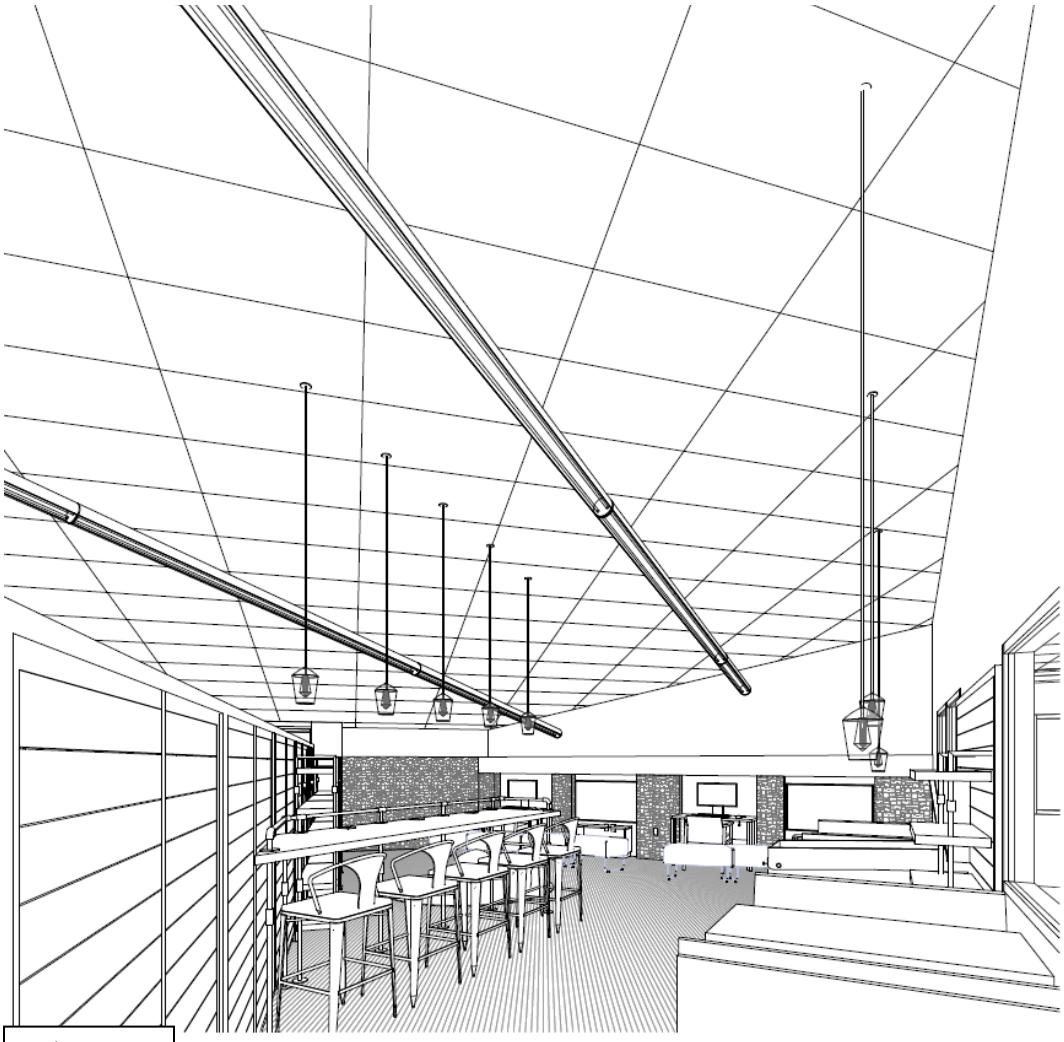
Attachments:

AIA Contract

STAFF COMMENTS AND ANALYSIS

One of the capital projects for the Library is to build out a portion of the 2nd floor to be utilized as a teen area. The scope of the project would be to install wood joists and decking to cover approximately 700 square feet of the southeast portion of the second floor utilizing beams installed with the original library construction. Ambler Architects performed the design for this project and a construction contract has been awarded to Gorman Construction. Renderings of the proposed renovation are shown below.

1st Floor



2nd Floor

Due to Ambler Architects familiarity with the project, staff requested a proposal for construction administration to assist City staff with submittal review, responding to contractor inquiries, and evaluation of construction to ensure compliance with the design intent. The cost of these services is $1,000 and will be paid through the Harshfield Library Donation Fund.

RECOMMENDED ACTION

Staff recommends approval of the professional service contract with Ambler Architects.

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 16th day of February in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

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

and the Architect:
(Name, legal status, address and other information)

Ambler Architects
510 SE Dewey Ave.
Bartlesville, OK 74003

for the following Project:
(Name, location and detailed description)

Bartlesville Public Library – Construction Administration Services
see Exhibit A attached

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.
/

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 12:06:25 ET on 03/01/2022 under Order No.6279585037 which expires on 04/30/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1467298162)

TABLE OF ARTICLES

1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 SUPPLEMENTAL AND ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Construction administration services as identified in Exhibit A attached

(Paragraphs deleted)
§ 1.1.4 The Owner's anticipated design and construction milestone dates:

(Paragraph deleted)

.2 Construction commencement date:

.3 Substantial Completion date or dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 12:06:25 ET on 03/01/2022 under Order No.6279585037 which expires on 04/30/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1467298162)

Competitive bid in compliance with Oklahoma Competitive Bidding Act

(Paragraphs deleted)
§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Terry Lauritsen
City of Bartlesville
401 S. Johnstone Ave
Bartlesville, OK 74003
918-338-4116
tlaurit@cityofbartlesville.org

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

(Paragraphs deleted)
§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

?????

(Paragraphs deleted)
§ 1.1.12 Other Initial Information on which the Agreement is based:

None noted.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 12:06:25 ET on 03/01/2022 under Order No.6279585037 which expires on 04/30/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1467298162)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One million dollars and no cents ($ 1,000,000.00) for each occurrence and One million dollars and no cents ($ 1,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One million dollars and no cents ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One million dollars and no cents ($ 1,000,000.00) each accident, One million dollars and no cents ($ 1,000,000.00) each employee, and One million dollars and no cents ($ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One million dollars and no cents ($ 1,000,000.00) per claim and One million dollars and no cents ($ 1,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 12:06:25 ET on 03/01/2022 under Order No.6279585037 which expires on 04/30/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1467298162)

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

(Paragraphs deleted)

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 12:06:25 ET on 03/01/2022 under Order No.6279585037 which expires on 04/30/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1467298162)

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

(Paragraph deleted)

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

(Paragraph deleted)

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 12:06:25 ET on 03/01/2022 under Order No.6279585037 which expires on 04/30/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1467298162)

(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of entities providing bids or proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

(Paragraphs deleted)

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 12:06:25 ET on 03/01/2022 under Order No.6279585037 which expires on 04/30/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1467298162)

Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

(Paragraphs deleted)

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 12:06:25 ET on 03/01/2022 under Order No.6279585037 which expires on 04/30/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1467298162)

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

(Paragraphs deleted)

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 12:06:25 ET on 03/01/2022 under Order No.6279585037 which expires on 04/30/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1467298162)

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[x] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 12:06:25 ET on 03/01/2022 under Order No.6279585037 which expires on 04/30/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1467298162)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

N/A

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 12:06:25 ET on 03/01/2022 under Order No.6279585037 which expires on 04/30/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1467298162)

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Paragraphs deleted)

.

(Paragraphs deleted)

.3 Other

(Describe the method of compensation)

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 12:06:25 ET on 03/01/2022 under Order No.6279585037 which expires on 04/30/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1467298162)

One Thousand Dollars and no cents ($1,000.00) per month through substantial completion.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

to be determined

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

to be determined

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraph deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

10 % apr

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 12:06:25 ET on 03/01/2022 under Order No.6279585037 which expires on 04/30/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1467298162)

(Include other terms and conditions applicable to this Agreement.)

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

(Paragraphs deleted)

[x] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A Bartlesville Public Library Proposal

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

N/A

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
(Printed name and title)	Joseph N. Evans *(Printed name, title, and license number, if required)*

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 12:06:25 ET on 03/01/2022 under Order No.6279585037 which expires on 04/30/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1467298162)

Additions and Deletions Report for
AIA® Document B101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:06:25 ET on 03/01/2022.

PAGE 1

AGREEMENT made as of the 16th day of February in the year 2022

...

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

...

Ambler Architects
510 SE Dewey Ave.
Bartlesville, OK 74003

...

Bartlesville Public Library – Construction Administration Services
see Exhibit A attached
PAGE 2

Construction administration services as identified in Exhibit A attached

~~**§ 1.1.2** The Project's physical characteristics:~~
~~*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*~~

~~**§ 1.1.3** The Owner's budget for the Cost of the Work, as defined in Section 6.1:~~
~~*(Provide total and, if known, a line item breakdown.)*~~

~~.1 Design phase milestone dates, if any:~~

...

Additions and Deletions Report for AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 12:06:25 ET on 03/01/2022 under Order No.6279585037 which expires on 04/30/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1467298162)

~~.4 Other milestone dates:~~

PAGE 3

Competitive bid in compliance with Oklahoma Competitive Bidding Act

~~**§ 1.1.6** The Owner's anticipated Sustainable Objective for the Project:~~
~~*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*~~

~~**§ 1.1.6.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

...

Terry Lauritsen
City of Bartlesville
401 S. Johnstone Ave
Bartlesville, OK 74003
918-338-4116
tlaurit@cityofbartlesville.org

...

N/A

~~**§ 1.1.9** The Owner shall retain the following consultants and contractors:~~
~~*(List name, legal status, address, and other contact information.)*~~

~~.1 Geotechnical Engineer:~~

~~.2 Civil Engineer:~~

~~.3 Other, if any:~~
~~*(List any other consultants and contractors retained by the Owner.)*~~

Additions and Deletions Report for AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 12:06:25 ET on 03/01/2022 under Order No.6279585037 which expires on 04/30/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1467298162)

...

?????

...

~~**§ 1.1.11** The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:~~
~~*(List name, legal status, address, and other contact information.)*~~

~~**§ 1.1.11.1** Consultants retained under Basic Services:~~

~~**.1** Structural Engineer:~~

~~**.2** Mechanical Engineer:~~

~~**.3** Electrical Engineer:~~

~~**§ 1.1.11.2** Consultants retained under Supplemental Services:~~

None noted.

PAGE 4

§ 2.5.1 Commercial General Liability with policy limits of not less than One million dollars and no cents ($ 1,000,000.00) for each occurrence and One million dollars and no cents ($ 1,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One million dollars and no cents ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

Additions and Deletions Report for AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 12:06:25 ET on 03/01/2022 under Order No.6279585037 which expires on 04/30/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1467298162)

§ 2.5.5 Employers' Liability with policy limits not less than One million dollars and no cents ($ 1,000,000.00) each accident, One million dollars and no cents ($ 1,000,000.00) each employee, and One million dollars and no cents ($ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One million dollars and no cents ($ 1,000,000.00) per claim and One million dollars and no cents ($ 1,000,000.00) in the aggregate.

PAGE 5

~~**§ 3.1** The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.~~

~~**§ 3.1.1** The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.~~

~~**§ 3.1.2** The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.~~

~~**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.~~

~~**§ 3.1.4** The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.~~

~~**§ 3.1.5** The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.~~

~~**§ 3.1.6** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.~~

~~**§ 3.2 Schematic Design Phase Services**~~

~~**§ 3.2.1** The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.~~

~~**§ 3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.~~

~~**§ 3.2.3** The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.~~

~~**§ 3.2.4** Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.~~

Additions and Deletions Report for AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 12:06:25 ET on 03/01/2022 under Order No.6279585037 which expires on 04/30/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1467298162)

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

Additions and Deletions Report for AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 12:06:25 ET on 03/01/2022 under Order No.6279585037 which expires on 04/30/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1467298162)

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;

.2 organizing and conducting a pre-bid conference for prospective bidders;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

...

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

Additions and Deletions Report for AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 12:06:25 ET on 03/01/2022 under Order No.6279585037 which expires on 04/30/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1467298162)

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

PAGE 6

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

...

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

PAGE 7

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	**Responsibility** *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	

Additions and Deletions Report for AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 12:06:25 ET on 03/01/2022 under Order No.6279585037 which expires on 04/30/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1467298162)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Additions and Deletions Report for AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 12:06:25 ET on 03/01/2022 under Order No.6279585037 which expires on 04/30/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1467298162)

~~**§ 4.1.3** If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.~~

...

~~**.3** Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;~~

~~**§ 4.2.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:~~

~~**.1** ( ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor~~

~~**.2** ( ) visits to the site by the Architect during construction~~

~~**.3** ( ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents~~

~~**.4** ( ) inspections for any portion of the Work to determine final completion.~~

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 8

~~**§ 5.6** The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.~~

~~**§ 5.7** If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.~~

PAGE 9

~~**ARTICLE 6 COST OF THE WORK**~~

~~**§ 6.1** For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.~~

~~**§ 6.2** The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.~~

~~**§ 6.3** In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar~~

Additions and Deletions Report for AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 12:06:25 ET on 03/01/2022 under Order No.6279585037 which expires on 04/30/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1467298162)

~~conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.~~

~~**§ 6.4** If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.~~

~~**§ 6.5** If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.~~

~~**§ 6.6** If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall~~

- ~~**.1** give written approval of an increase in the budget for the Cost of the Work;~~
- ~~**.2** authorize rebidding or renegotiating of the Project within a reasonable time;~~
- ~~**.3** terminate in accordance with Section 9.5;~~
- ~~**.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,~~
- ~~**.5** implement any other mutually acceptable alternative.~~

~~**§ 6.7** If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.~~

PAGE 10

[x] Litigation in a court of competent jurisdiction

...

~~**§ 8.3 Arbitration**~~

~~**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

Additions and Deletions Report for AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 12:06:25 ET on 03/01/2022 under Order No.6279585037 which expires on 04/30/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1467298162)

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.~~

PAGE 11

N/A

...

N/A

PAGE 12

~~.1 Stipulated Sum~~
~~*(Insert amount)*~~

~~.2 Percentage Basis.~~
~~*(Insert percentage value)*~~

~~( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~

PAGE 13

One Thousand Dollars and no cents ($1,000.00) per month through substantial completion.

...

to be determined

...

to be determined

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0 %), or as follows:

...

Additions and Deletions Report for AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 12:06:25 ET on 03/01/2022 under Order No.6279585037 which expires on 04/30/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1467298162)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase		percent (		%)
Design Development Phase		percent (		%)
Construction Documents Phase		percent (		%)
Procurement Phase		percent (		%)
Construction Phase		percent (		%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	**Rate ($0.00)**

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;

.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;

.3 Permitting and other fees required by authorities having jurisdiction over the Project;

.4 Printing, reproductions, plots, and standard form documents;

.5 Postage, handling, and delivery;

.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;

.9 All taxes levied on professional services and on reimbursable expenses;

.10 Site office expenses;

.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,

.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (%) of the expenses incurred.

Additions and Deletions Report for AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 12:06:25 ET on 03/01/2022 under Order No.6279585037 which expires on 04/30/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1467298162)

~~**§ 11.9 Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:~~
~~*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*~~

...

§ 11.10.1.1 An initial payment of zero ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

10 % apr
PAGE 14

N/A

...

~~**.2** AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~
~~*(Insert the date of the E203-2013 incorporated into this agreement.)*~~

~~**.3** Exhibits:~~
~~*(Check the appropriate box for any exhibits incorporated into this Agreement.)*~~

~~[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:~~
~~*(Insert the date of the E204-2017 incorporated into this agreement.)*~~

~~[ ]~~ [x] Other Exhibits incorporated into this Agreement:

...

Exhibit A Bartlesville Public Library Proposal

...

N/A

...

Additions and Deletions Report for AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 12:06:25 ET on 03/01/2022 under Order No.6279585037 which expires on 04/30/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1467298162)

Additions and Deletions Report for AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 12:06:25 ET on 03/01/2022 under Order No.6279585037 which expires on 04/30/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1467298162)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:06:25 ET on 03/01/2022 under Order No. 6279585037 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

AIA Document D401™ – 2003. Copyright © 1992 and 2003 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 12:06:25 ET on 03/01/2022 under Order No.6279585037 which expires on 04/30/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1467298162)

ambler | architects
ARCHITECTS. CONSENSUS BUILDERS. PROBLEM SOLVERS.

510 SE Dewey Ave
Price Tower Suite 500
Bartlesville, OK 74005

December 15, 2021

Mr. Terry Lauritsen, P.E.
Water Utilities Director
City of Bartlesville
401 S. Johnstone Ave.
Bartlesville, OK. 74003

Dear Terry,

Thank you for the opportunity you have given us to help create a welcoming place for the Bartlesville Public Library's teens. We have enjoyed assisting you during the initial design phase and are looking forward to aiding you in administration on the next phase of the project.

Fee: $1,000 per month through substantial completion.

- Architectural Construction Administration
  - Includes:
    - Weekly site visits.
    - Minor revisions to the as-built set as needed.
    - Responses to general RFI's from the GC.

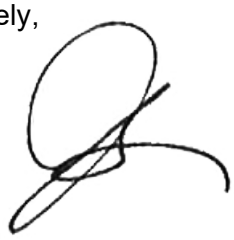
Reimbursable Expenses:

- Ambler Architects does not currently expect or require any reimbursable expenses.

Any unexpected reimbursable expenses will be approved in writing prior to expenditure.

We look forward to construction getting underway and aiding in site observation.

Sincerely,



Joseph N. Evans, AIA
President

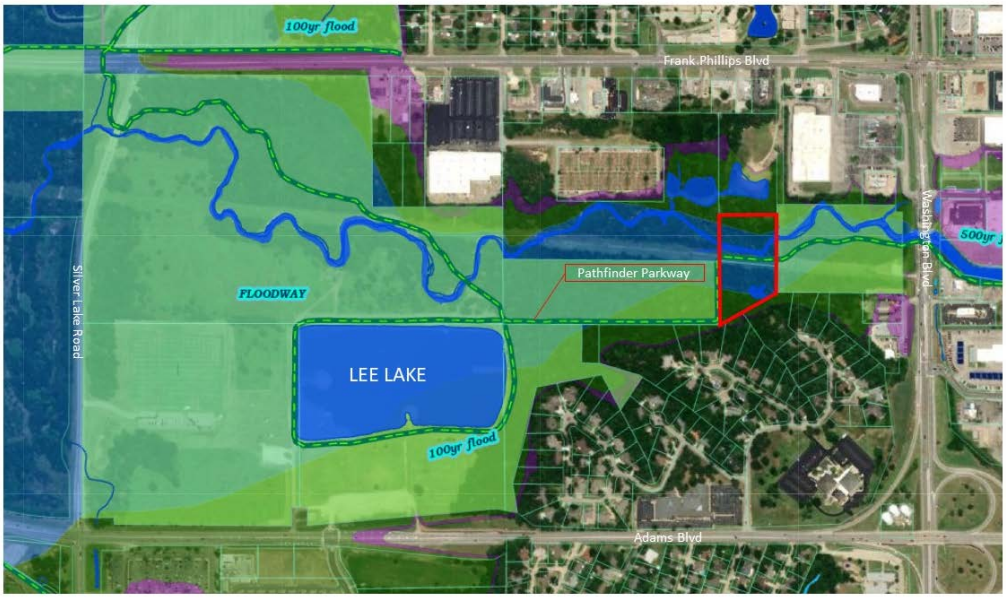
Agenda Item 7.d.i.
March 1, 2022
Prepared by Lisa Beeman, Director
Community Development

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action to receive a donation of 4.76-acres of land located in the SE/4 of Section 8, Township 26 North, Range 13 East, from J.D. Stotts for Pathfinder Parkway.

II. STAFF COMMENTS AND ANALYSIS

J.D. Stotts owns two unplatted tracts of land, each of which is 2.38 acres in size, which, together, totals 4.76-acres located in the SE/4 of Section 8, Township 26 North, Range 13 East which is north of Woodland View, west of Highway 75 and northeast of Lee Lake. This land connects with property owned by the City of Bartlesville on both the east and west boundaries which provides for the connection of Pathfinder Parkway from Lee Lake to Washington Boulevard (red outline in map below). There are no structures located on this land and there is very little possibility for development of this land due to its location within the Turkey Creek floodway. The owners desire to donate these lots to the City of Bartlesville. The property is valued at $21,500. The land is free and clear of any encumbrances, except for a weed and trash bill recently assessed to the property owner in the amount of $245.97 for the clean-up of the property. The donation of the property includes the waiver of the city's lien.



If the City should decide to accept this donation of property, staff will work with the City Attorney to prepare, execute, and records the necessary deeds.

III. RECOMMENDED ACTION

Staff recommends acceptance of this donation of land and the waiver of the city's lien on this property. Please place the receipt of the donation of property on the City Council agenda for Monday, March 7, 2022.

Agenda Item 7.e.i.
March 1, 2022
Prepared by Jason Muninger, CFO/City Clerk
Accounting and Finance

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Receipt of Interim Financials for the seven months ending January 31, 2022.

Attachments:
Interim Financials for January 31, 2022

II. STAFF COMMENTS AND ANALYSIS

Staff has prepared the condensed Interim Financial Statements for January 2022; 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 January 31, 2022.

REPORT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCES

For The Seven Months Ended January 31, 2022

CITY COUNCIL

Ward 1 - Dale Copeland, Mayor
Ward 2 - Paul Stuart
Ward 3 - Jim Curd, Vice Mayor
Ward 4 - Billie Roane
Ward 5 - Trevor Dorsey

City Manager
Mike Bailey

Prepared by:

Jason Muninger
Finance Director

Alicia Shelton
Accountant

TABLE OF CONTENTS

HIGHLIGHTS

MAJOR FUNDS:

GENERAL FUND
WASTEWATER OPERATING/BMA WASTEWATER FUNDS
WATER OPERATING/BMA WATER FUNDS
SANITATION

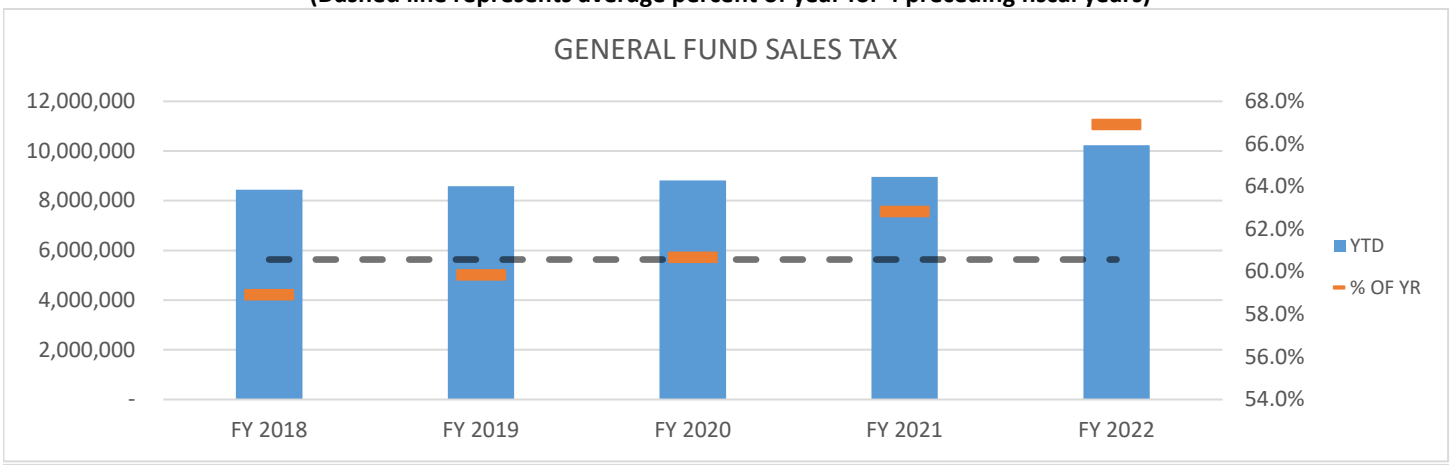
OTHER FUNDS:

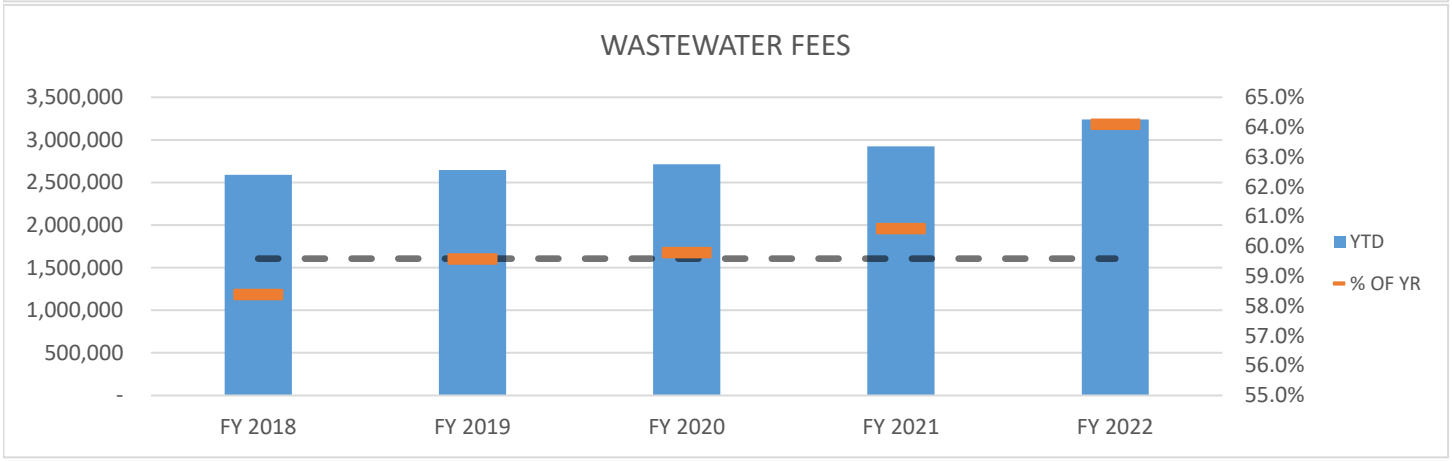
REVENUE BUDGET STATUS
EXPENDITURE BUDGET STATUS
CHANGE IN FUND BALANCE

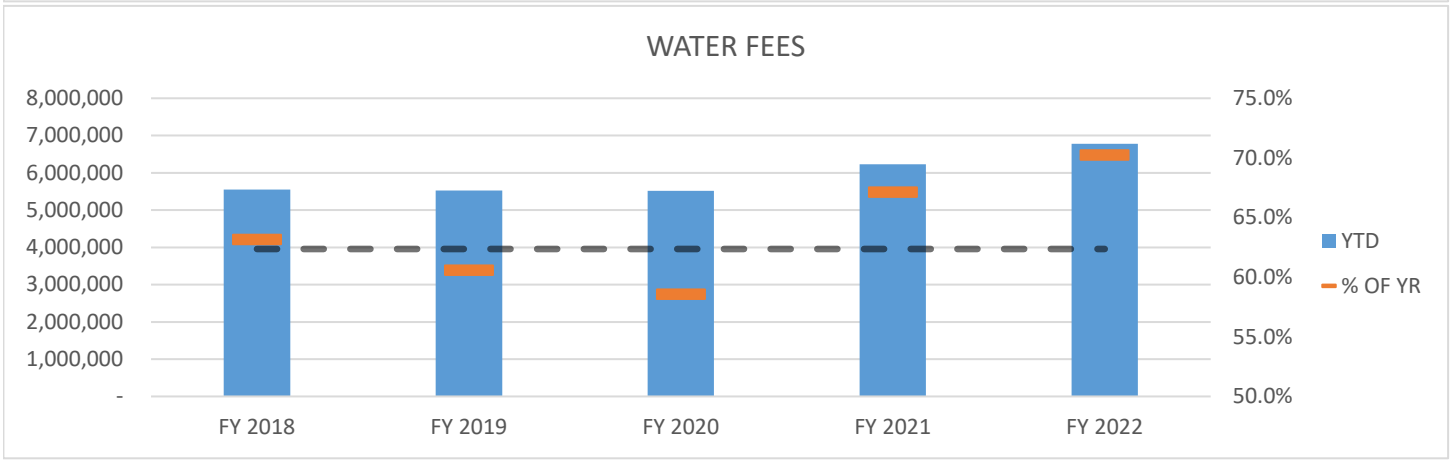
EXPLANATORY MEMO

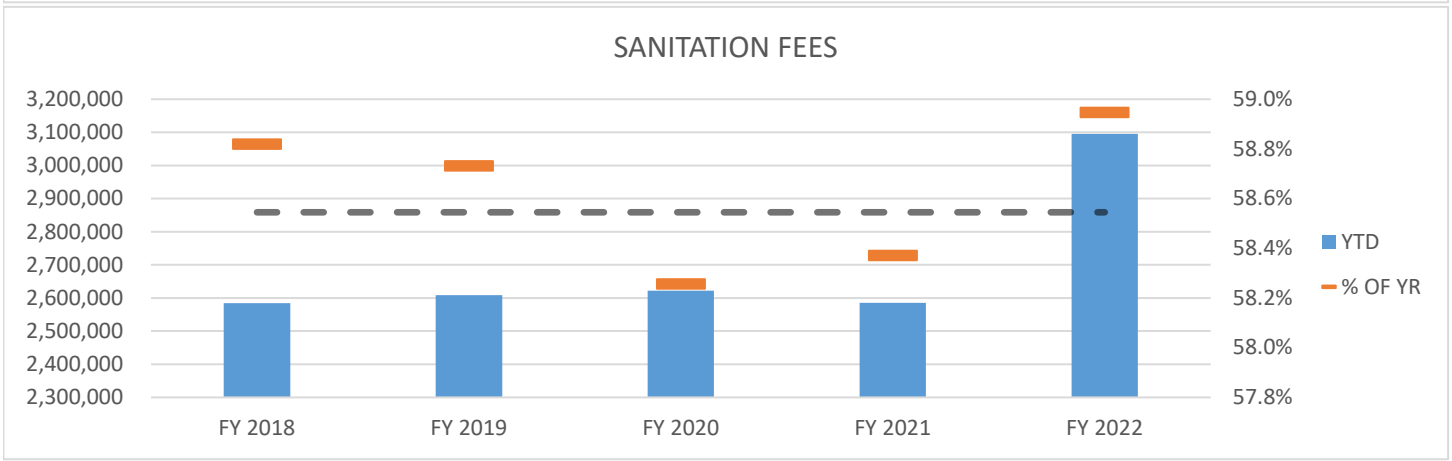
FINANCIAL STATEMENT REVENUE HIGHLIGHTS

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









GENERAL FUND

Statement of Revenue, Expenditures, and Changes in Fund Balances

58% of Year Lapsed

	2021-22 Fiscal Year						2020-21 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total	% of Budget	YTD Total	% Total Year
Revenue:								
Sales Tax	$ 15,301,474	$ 8,925,860	$ 10,240,104	$ -	$ 10,240,104	66.9%	$ 8,966,890	56.7%
Gross Receipt Tax	1,321,300	770,758	796,866	-	796,866	60.3%	676,314	54.5%
Licenses and Permits	223,300	130,258	216,725	-	216,725	97.1%	178,566	78.5%
Intergovernmental	3,611,100	2,106,475	3,550,322	-	3,550,322	98.3%	3,148,023	90.4%
Charges for Services	437,000	254,917	336,778	-	336,778	77.1%	313,693	61.8%
Court Costs	151,100	88,142	79,768	-	79,768	52.8%	73,936	58.5%
Police/Traffic Fines	621,600	362,600	220,771	-	220,771	35.5%	288,129	56.2%
Parking Fines	80,000	46,667	26,470	-	26,470	33.1%	37,520	59.8%
Other Fines	71,300	41,592	37,217	-	37,217	52.2%	38,162	57.8%
Investment Income	100,000	58,333	58,333	-	58,333	58.3%	58,333	35.0%
Miscellaneous Income	310,000	180,833	486,615	-	486,615	157.0%	408,996	65.9%
Transfers In	5,176,590	3,019,678	3,019,680	-	3,019,680	58.3%	2,842,135	58.3%
Total	**$ 27,404,764**	**$ 15,986,113**	**$ 19,069,649**	**$ -**	**$ 19,069,649**	**69.6%**	**$ 17,030,697**	**61.5%**
Expenditures:								
General Government	$ 7,312,420	$ 4,265,578	$ 4,441,091	$ (47,534)	$ 4,393,557	60.1%	$ 4,159,400	58.5%
Public Safety	13,949,397	8,137,148	8,301,974	138,331	8,440,305	60.5%	7,345,136	60.9%
Street	1,666,671	972,225	983,009	(47,518)	935,491	56.1%	762,634	50.9%
Culture and Recreation	3,093,868	1,804,756	1,789,686	(11,601)	1,778,085	57.5%	1,636,854	59.2%
Transfers Out	3,338,528	1,947,475	1,947,493	-	1,947,493	58.3%	2,384,129	80.8%
Reserves	2,121,085	1,237,300	-	-	-	0.0%	-	N.A.
Total	**$ 31,481,969**	**$ 18,364,482**	**$ 17,463,253**	**$ 31,678**	**$ 17,494,931**	**55.6%**	**$ 16,288,153**	**61.8%**
Changes in Fund Balance:								
Fund Balance 7/1			$ 4,511,710					
Net Revenue (Expense)			1,606,396					
Ending Fund Balance			**$ 6,118,106**					

COMBINED WASTEWATER OPERATING & BMA WASTEWATER FUNDS

Statement of Revenue, Expenditures, and Changes in Fund Balances

58% of Year Lapsed

	2021-22 Fiscal Year						2020-21 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total	% of Budget	YTD Total	% Total Year
Revenue:								
Wastewater Fees	$ 5,056,535	$ 2,949,645	$ 3,246,429	$ -	$ 3,246,429	64.2%	$ 2,925,863	58.7%
Investment Income	-	-	-	-	-	N.A.	-	0.0%
Debt Proceeds	-	-	-	-	-	N.A.	-	N.A.
Miscellaneous	30,000	17,500	100,204	-	100,204	334.0%	24,637	121.0%
Total	**$ 5,086,535**	**$ 2,967,145**	**$ 3,346,633**	**$ -**	**$ 3,346,633**	**65.8%**	**$ 2,950,500**	**58.9%**
Expenditures:								
Wastewater Plant	$ 2,423,985	$ 1,413,991	$ 1,405,590	$ 986,069	$ 2,391,659	98.7%	$ 2,428,371	98.7%
Wastewater Maint	856,942	499,883	451,840	(6,271)	445,569	52.0%	377,475	57.8%
BMA Expenses	28,400	16,567	-	-	-	0.0%	14,165	N.A.
Transfers Out	1,526,012	890,174	890,177	-	890,177	58.3%	840,104	58.3%
Reserves	76,341	44,532	-	-	-	0.0%	-	N.A.
Total	**$ 4,911,680**	**$ 2,865,147**	**$ 2,747,607**	**$ 979,798**	**$ 3,727,404**	**75.9%**	**$ 3,660,115**	**80.3%**
Changes in Fund Balance:								
Fund Balance 7/1			$ 900,045					
Net Revenue (Expense)			599,026					
Ending Fund Balance			**$ 1,499,071**					

COMBINED WATER OPERATING & BMA WATER FUNDS

Statement of Revenue, Expenditures, and Changes in Fund Balances

58% of Year Lapsed

	2021-22 Fiscal Year						2020-21 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total	% of Budget	YTD Total	% Total Year
Revenue:								
Water Fees	$ 9,991,595	$ 5,828,430	$ 7,108,728	$ -	$ 7,108,728	71.1%	$ 6,471,867	61.6%
Investment Income	-	-	-	-	-	N.A.	-	0.0%
Debt Proceeds	-	-	-	-	-	N.A.	-	N.A.
Miscellaneous	-	-	7,168	-	7,168	N.A.	-	0.0%
Total	**$ 9,991,595**	**$ 5,828,430**	**$ 7,115,896**	**$ -**	**$ 7,115,896**	**71.2%**	**$ 6,471,867**	**61.5%**
Expenditures:								
Water Plant	$ 2,927,538	$ 1,707,731	$ 1,945,928	$ (189,497)	$ 1,756,432	60.0%	$ 1,454,433	52.3%
Water Administration	352,856	205,833	199,573	25,792	225,365	63.9%	215,441	63.8%
Water Distribution	1,725,081	1,006,297	884,833	56,319	941,152	54.6%	821,643	60.9%
BMA Expenses	3,048,026	1,778,015	1,303,678	-	1,303,678	42.8%	1,060,013	35.5%
Transfers Out	2,380,530	1,388,643	1,388,650	-	1,388,650	58.3%	1,306,087	58.3%
Reserves	157,812	92,057	-	-	-	0.0%	-	N.A.
Total	**$ 10,591,843**	**$ 6,178,576**	**$ 5,722,662**	**$ (107,386)**	**$ 5,615,277**	**53.0%**	**$ 4,857,617**	**50.1%**
Changes in Fund Balance:								
Fund Balance 7/1			$ 7,130,761					
Net Revenue (Expense)			1,393,234					
Ending Fund Balance			**$ 8,523,995**					

SANITATION FUND

Statement of Revenue, Expenditures, and Changes in Fund Balances

58% of Year Lapsed

	2021-22 Fiscal Year						2020-21 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total	% of Budget	YTD Total	% Total Year
Revenue:								
Collection Fees	$ 5,165,759	$ 3,013,359	$ 3,041,318	$ -	$ 3,041,318	58.9%	$ 2,541,363	57.8%
Investment Income	-	-	-	-	-	N.A.	-	N.A.
Miscellaneous	146,706	45,669	96,185	-	96,185	65.6%	40,541	29.1%
Transfers In	-	-	-	-	-	N.A.	14,710	58.3%
Total	**$ 5,312,465**	**$ 3,059,028**	**$ 3,137,503**	**$ -**	**$ 3,137,503**	**59.1%**	**$ 2,596,614**	**57.0%**
Expenditures:								
Sanitation	$ 3,204,733	$ 1,869,428	$ 1,797,076	$ 276,318	$ 2,073,394	64.7%	$ 1,998,809	68.0%
Transfers Out	2,259,180	1,317,855	1,317,860	-	1,317,860	58.3%	1,027,035	58.3%
Reserves	113,820	66,395	-	-	-	0.0%	-	N.A.
Total	**$ 5,577,733**	**$ 3,253,678**	**$ 3,114,936**	**$ 276,318**	**$ 3,391,254**	**60.8%**	**$ 3,025,844**	**64.4%**

Changes in Fund Balance:

Fund Balance 7/1	$ 183,566
Net Revenue (Expense)	22,567
Ending Fund Balance	**$ 206,133**

ALL OTHER FUNDS

Revenue Budget Report - Budget Basis

58% of Year Lapsed

	Budget	Actuals	Percent of Budget
Special Revenue Funds:			
Economic Development Fund	1,548,905	1,114,297	72%
E-911 Fund	1,062,935	600,380	56%
Special Library Fund	97,100	171,737	177%
Special Museum Fund	-	32,795	N/A
Municipal Airport Fund	285,736	-	0%
Harshfield Library Donation Fund	-	-	N/A
Restricted Revenue Fund	506,000	262,832	52%
Golf Course Memorial Fund	22,594	22,982	102%
CDBG-COVID	-	-	N/A
Justice Assistance Grant Fund	-	-	N/A
Neighborhood Park Fund	-	11,345	N/A
Cemetery Care Fund	3,100	1,500	48%
Debt Service Fund	4,353,826	3,308,687	76%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	2,910,224	1,932,665	66%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	-	22,450	N/A
Wastewater Regulatory Capital Fund	-	-	N/A
City Hall Capital Improvement Fund	-	375	N/A
Storm Drainage Capital Improvement Fund	-	1,187	N/A
Community Development Block Grant Fund	196,000	-	0%
2008B G.O. Bond Fund	-	-	N/A
2009 G.O. Bond Fund	-	-	N/A
2010 G.O. Bond Fund	-	-	N/A
2012 G.O. Bond Fund	-	-	N/A
2014 G.O. Bond Fund	-	-	N/A
2014B G.O. Bond Fund	-	-	N/A
2015 G.O. Bond Fund	-	-	N/A
2017 G.O. Bond Fund	-	-	N/A
2018A G.O. Bond Fund	-	-	N/A
2018B G.O. Bond Fund	-	-	N/A
2018C G.O. Bond Fund	-	-	N/A
2019A G.O. Bond Fund	-	-	N/A
2019B G.O. Bond Fund	-	-	N/A
2021A G.O. Bond Fund	-	-	N/A
Proprietary Funds:			
Adams Golf Course Operating Fund	438,104	267,165	61%
Sooner Pool Operating Fund	40,546	23,656	58%
Frontier Pool Operating Fund	50,404	29,404	58%
Municipal Airport Operating	593,000	326,154	55%
Internal Service Funds:			
Worker's Compensation Fund	163,134	99,593	61%
Health Insurance Fund	3,691,626	2,197,534	60%
Auto Collision Insurance Fund	75,000	48,964	65%
Stabilization Reserve Fund	871,580	508,430	58%
Capital Improvement Reserve Fund	13,783,927	3,723,773	27%
Mausoleum Trust Fund	-	-	N/A

ALL OTHER FUNDS

Expenditure Budget Report - Budget Basis

58% of Year Lapsed

	Budget	Actuals	Percent of Budget
Special Revenue Funds:			
Economic Development Fund	3,708,789	1,037,600	28%
E-911 Fund	1,104,582	665,807	60%
Special Library Fund	210,000	93,174	44%
Special Museum Fund	41,000	14,817	36%
Municipal Airport Fund	285,736	68,900	24%
Harshfield Library Donation Fund	570,025	18,025	3%
Restricted Revenue Fund	843,265	516,496	61%
Golf Course Memorial Fund	35,511	29,092	82%
CDBG-COVID	936,189	-	0%
Justice Assistance Grant Fund	3,134	-	0%
Neighborhood Park Fund	15,346	-	0%
Cemetery Care Fund	13,781	-	0%
Debt Service Fund	4,354,426	1,947,350	45%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	6,635,963	4,980,787	75%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	107,288	19,393	18%
Wastewater Regulatory Capital Fund	805,434	-	0%
City Hall Capital Improvement Fund	63,758	1,360	2%
Storm Drainage Capital Improvement Fund	45,848	-	0%
Community Development Block Grant Fund	196,000	-	0%
2008B G.O. Bond Fund	-	-	N/A
2009 G.O. Bond Fund	2,636	2,636	100%
2010 G.O. Bond Fund	410	410	100%
2012 G.O. Bond Fund	106,472	106,472	100%
2014 G.O. Bond Fund	-	-	N/A
2014B G.O. Bond Fund	3,885	-	0%
2015 G.O. Bond Fund	-	-	N/A
2017 G.O. Bond Fund	76,130	39,426	52%
2018A G.O. Bond Fund	41,950	41,950	100%
2018B G.O. Bond Fund	57,992	-	0%
2018C G.O. Bond Fund	576,353	304,402	53%
2019A G.O. Bond Fund	829,598	77,231	9%
2019B G.O. Bond Fund	394,252	16,062	4%
2021A G.O. Bond Fund	1,030,000	-	0%
Proprietary Funds:			
Adams Golf Course Operating Fund	571,361	378,822	66%
Sooner Pool Operating Fund	51,041	23,984	47%
Frontier Pool Operating Fund	64,020	28,065	44%
Municipal Airport Operating	551,408	234,702	43%
Internal Service Funds:			
Worker's Compensation Fund	430,000	89,522	21%
Health Insurance Fund	3,759,753	1,982,624	53%
Auto Collision Insurance Fund	443,559	9,561	2%
Stabilization Reserve Fund	10,211,008	-	0%
Capital Improvement Reserve Fund	14,658,872	2,450,858	17%
Mausoleum Trust Fund	8,185	-	0%

ALL OTHER FUNDS

Fund Balance Report - Modified Cash Basis

58% of Year Lapsed

	Beginning of Year	Change	Current
Special Revenue Funds:			
Economic Development Fund	2,249,054	375,897	2,624,951
E-911 Fund	64,762	(57,588)	7,174
Special Library Fund	277,974	88,549	366,523
Special Museum Fund	123,957	17,978	141,935
Municipal Airport Fund	286,628	(27,815)	258,813
Harshfield Library Donation Fund	627,661	(9,311)	618,350
Restricted Revenue Fund	373,973	4,694	378,667
Golf Course Memorial Fund	11,894	(10)	11,884
CDBG-COVID	-	(434,483)	(434,483)
Justice Assistance Grant Fund	3,134	-	3,134
Neighborhood Park Fund	15,397	11,345	26,742
Cemetery Care Fund	10,323	1,500	11,823
Debt Service Fund	3,520,576	1,361,337	4,881,913
Capital Project Funds:			
Sales Tax Capital Improvement Fund	5,351,186	(1,350,378)	4,000,808
Park Capital Improvement Fund	-	-	-
Wastewater Capital Improvement Fund	116,828	3,057	119,885
Wastewater Regulatory Capital Fund	808,095	-	808,095
City Hall Capital Improvement Fund	53,055	(985)	52,070
Storm Drainage Capital Improvement Fund	51,962	1,187	53,149
Community Development Block Grant Fund	140,432	-	140,432
2008B G.O. Bond Fund	-	-	-
2009 G.O. Bond Fund	2,636	-	2,636
2010 G.O. Bond Fund	410	-	410
2012 G.O. Bond Fund	106,472	(84,100)	22,372
2014 G.O. Bond Fund	7,686	-	7,686
2014B G.O. Bond Fund	3,886	-	3,886
2015 G.O. Bond Fund	12,444	-	12,444
2017 G.O. Bond Fund	104,838	(32,500)	72,338
2018A G.O. Bond Fund	128,165	(73,850)	54,315
2018B G.O. Bond Fund	292,293	(183,240)	109,053
2018C G.O. Bond Fund	771,579	(550,924)	220,655
2019A G.O. Bond Fund	723,354	(29,853)	693,501
2019B G.O. Bond Fund	397,717	-	397,717
2021A G.O. Bond Fund	1,079,080	-	1,079,080
Proprietary Funds:			
Adams Golf Course Operating Fund	128,925	(85,429)	43,496
Sooner Pool Operating Fund	4,191	1,656	5,847
Frontier Pool Operating Fund	11,927	1,257	13,184
Municipal Airport Operating	-	111,139	111,139
Internal Service Funds:			
Worker's Compensation Fund	270,848	13,244	284,092
Health Insurance Fund	14,700	216,967	231,666
Auto Collision Insurance Fund	427,446	39,403	466,849
Stabilization Reserve Fund	9,339,428	508,430	9,847,858
Capital Improvement Reserve Fund	11,372,880	803,897	12,176,777
Mausoleum Trust Fund	8,128	-	8,128

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.

Luigi's Italian Restaurant

Approved by the BDA Trustees on February 23, 2022

Circa 2014, BDA entered the retail recruitment arena. In addition to a massive amount of research to identify desired brands that were expanding – and supported by our demographics – we needed an incentive policy that would effectively concentrate our finite economic development sales tax revenue to entice targeted brands to take a risk and locate in a smaller market.

Based on the results, we got it right: Silver Lake Village, Eastland, and most recently, the Shoppes at Turkey Creek. Success begets success, and Bartlesville is continuing to ride that wave even as brick-and-mortar retailers have pulled back – most recently Bricktown Brewery, Schlotzsky's, Tropical Smoothie – with more on the way.

But while pursuing those national brands we all wanted to assure that our existing businesses – our friends and neighbors that had been serving our community and collecting sales taxes on our behalf for years – could also benefit under the same financial terms. In short, **new incremental sales** from an expanding existing business would, under policy, qualify for exactly the same incentive as an "outsider".

Luigi's Italian Restaurant opened in Bartlesville in 2005. Vito and his brother-in-law, Affrim, were originally operating in Texas, but desired a smaller, "family friendly" community to raise their children. Luigi's has been good for Bartlesville, and Bartlesville has proved to be a good choice for Luigi's too. With the opportunity to acquire the tract adjacent to Stride Bank on Highway 75, Vito reached out to BDA to see what assistance might be available *if* he were to invest in a new, expanded facility.

During that conversation we did a quick proforma. All things being equal, a 60% increase in seating would allow for an incremental increase in revenue of $600,000 annually. The addition of a full bar (previously limited to beer and wine) along with a new outdoor seating area are reasonably expected to produce an additional $295,000 in annual revenue. In total, BDA anticipates an annual sales increase of $895,000. Discounting for substitution sales, the City of Bartlesville is expected to receive an additional $6,086 in NET NEW annual sales tax revenue resulting from the Luigi's expansion.

Under policy, one-half of that net new increase is available to the expanding business, and assuming our standard 10-year horizon, Luigi's is qualified for $30,430 in development assistance upon Certificate of Occupancy.

Policy Exception

BDA's incentive proposals always include the financial basis behind our recommendation for an allocation from the EDF by the City Council. Because the process requires public disclosure of

financial information, BDA only initiates *formal* discussions with the approval of the inquiring entity. [Frequently, incremental sales for a local expansion aren't high enough to offset the reluctance to publicly share financial performance.] BDA therefore concludes client meetings saying, "We won't do anything with this without your okay to go public."

In this case, Vito's "okay" response was misinterpreted as, "I understand and will let you know if we wish to pursue a development incentive" rather than, "Okay, you have my permission to proceed". As a result, BDA kept the conversation confidential with no action until the error was called to our attention. Hence the first public disclosure of this project comes *after* the Certificate of Occupancy rather than *before* a construction commitment was made.

While of modest amount, this incentive <u>was</u> factored into Luigi's decision to go forward with a significant investment in Bartlesville. BDA regrets the error. Nevertheless, we believe that the right thing to do is what we would have recommended if we had properly understood.

Non-Targeted Brand - 80% substitution				
Historic Gross Sales	1,000,000		105,000	avg
Expansion:	60%		400,000	w/ bar
Full bar:	295,000	<	295,000	projected
New Incremental sales:	895,000			
(less) substitution:	(716,000)	-80%		
Adusted Sales:	179,000			
Sales tax @ 3.4%:	6,086			
Ten (10) year revenue:	60,860			
Incentive Cap @ 50%	30,430		NET to Luigi's	

city of bartlesville
CONNECTED / CREATIVE / VIBRANT

Agenda Item 9.
March 7, 2022
Prepared by Fire Chief David Topping,
Bartlesville Fire Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action on a letter of support from the City of Bartlesville and Bartlesville Fire Department for Immediate Advanced Medics operating a Prehospital EMRA and a Standby EMRA as required per Oklahoma State EMS Code 310:641-15-2(i)(i). Presented by Councilmember Billie Roane.

Attachments:
Letter of Support
Documents provided to the Ambulance Commission.

II. STAFF COMMENTS AND ANALYSIS

On February 16, 2022, the Ambulance Commission met, and Mr. Mark Anthony made a presentation requesting a letter of support from the City of Bartlesville and Bartlesville Fire Department to operate a community paramedic program. After some discussion, the committee agreed that the program would benefit the community of Bartlesville, and recommended approval of the letter of support.

III. RECOMMENDED ACTION

The Ambulance Commission and City Staff recommend that the City Council approve the Letter of Support for Immediate Advance Medics (IAM) to operate a Prehospital EMRA and a Standby EMR within the City of Bartlesville.

Mayor and City of Bartlesville,

I am Writing to ask for a letter of support from the City of Bartlesville and its Fire Department, as per Oklahoma State EMS code 310:641-15-2 (i) (i). Community Paramedics have been approved by the State of Oklahoma but has not been attempted due to a lack of payment sources. Recently Medicare has developed the billing codes needed as well as allowing for private pay.

I have been working with Dale Adkerson, the Director of Oklahoma State EMS department. The department of EMS has informed me there is no sample or template. By approving this you are agreeing to help me by reviewing and assisting in the development of the policies, procedures, and protocols necessary to operate a Community Paramedic program. I will develop the program and inform a Bartlesville City official, as directed by the mayor, of all changes, issues, or updates. The City of Bartlesville will not be responsible for any financial or liability issues. The same letter was required for Bartlesville Ambulance Service to operate.

I am including my application to the OSDH EMS and the EMS Regulations. I am writing a letter as a basic sample. It may be altered as needed by the City of Bartlesville.

city of bartlesville
CONNECTED / CREATIVE / VIBRANT

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

March 7, 2022

TO WHOM IT MAY CONCERN:

The City of Bartlesville Administration and the Bartlesville Fire Department is in support of Immediate Advanced Medics (IAM) operating a Prehospital EMRA and a Standby EMRA. Immediate Advanced Medics will work with the City of Bartlesville and the Bartlesville Fire Department in the development of policies, procedures and protocols to improve the quality of life for Bartlesville residents.

Dale W. Copeland, Mayor

David Topping, Fire Chief

I. Immediate Advanced Medics:
   1. Pre-hospital emergency medical response agency (medications)
   2. Standby event emergency response agency (events)
   3. What We Are
   a. Nationally Registered Paramedics
   b. Advanced Training- AMLS, ACLS, PHTLS, TCCC, GEMS, ATLS, PEPP, PALS
   c. Continue education and teaching
   d. Background in home health, ER, hospice, or outpatient services
   e. Treat (prep for / needed) transport

II. What We Do:
   A. Fallow up patents discharged form hospital
   B. Well check for fire / police
   C. Patient assessments for Dr. offices and clinics
   D. Fall recovery and prevention
   E. Home assessments
   F. Home visits
   G. Business well visits – flu shots, vaccines,
   H. Disease management and education
   I. Medication compliance
   J. Needs assessment
   K. IV medications
   L. IV fluid replacement
   M. Prep for transport when necessary
   N. Events (movies, Rodeos, sporting events)
   O. Assist in times of emergency

III. Problems
   A. Hospitals
      1. Pay to re-treat
      2. Pay for testing
      3. Penalty for readmit
   B. Emergency Department:
      1. Flooding
      2. Exposure
      3. Cost
   C. Ambulance Services:
      1. Cost
      2. Availability
      3. Treatment vs transport
   D. Urgent Care
      1. Hours
      2. Exposure
      3. Scheduling
      4. After hours

E. Home Health
   1. 24 hours after dc
   2. Insurance may not approve
   3. After hours
   4. Urgent vs Emergent
F. Hospice Agencies
   1. E.R admits
   2. Medication adjustments for pain
G. School system
   1. Nursing shortage
   2. Low pay
   3. Lack of equipment
   4. Lack of training
   5. Lack of support
H. Business
   1. Vaccinations
   2. Non- emergent treatment
   3. Health checks (Covid/flu)
   4. Treatment
   5. Events / Movies

Oklahoma State Department of Health
Protective Health Services
Emergency Systems/EMS Division
1000 N.E. 10th Street
Oklahoma City, OK 73117-1299
Telephone: (405) 271-4027
Fax: (405) 271-4240

Oklahoma State
Department of Health

INSTRUCTIONS FOR THE COMPLETION OF OKLAHOMA'S STANDBY EMERGENCY MEDICAL RESPONSE AGENCY INITIAL AND AMENDMENT APPLICATION FORMS

Oklahoma State Department of Health
Protective Health Services
Emergency Systems/EMS Division
1000 N.E. 10th Street
Oklahoma City, OK 73117-1299
Telephone: (405) 271-4027
Fax: (405) 271-4240

Oklahoma State Department of Health

APPLICATION: Please type or print all information, except where a signature is required.

Type of Fee	Reg	Fee for Initial Certification
Fee for certification	O.A.C. 310:641-15-2 (h) (11)	$50.00 (non- refundable)
Renewal of certification	310:641-15-6 (a) (2)	$20.00 (non-refundable)

Section 1 – Type of Application

- Enter the date of the application.
- Enter the application purpose.
- Enter the agency license number if submitting an application amendment.

When amending the current license, use the OSDH EMRA Amendment form found in the Forms section of the Emergency Systems website.

Section 2 – Business Information

- Enter the name of your agency.
- Enter the mailing address of your agency including city, state and zip code.
- Enter the physical address of your agency including city, state and zip code.
- Enter the records retention address (address of where the agency records will be kept) including city, state and zip code.
- Enter the business telephone number and an emergency telephone number.
- Enter the name of the person who will be a point of contact for the Department.
- Enter an email that the point of contact will be able to access to receive correspondence for the Department.
- Enter the days and times of the agencies operations. Please include the days and times that records will be available for an unannounced inspection review.
- Additional points of contact may be included with the application

Section 3 – Level of Care (310:641-15-2 (k) (2)
Select the level of care that will be provided.

- Emergency Medical Responder
- Basic life support
- Intermediate life support
- Advanced life support
- Paramedic life support

Section 4 – Type of Owner (O.A.C. 310:641-15-2 (h) (1) (A) - (B))
Enter the type of ownership for the agency. Essentially, what type of organization will own the license?

- Will an Ambulance Service District (522 District or a Title 19) District own the license?
- Will a Fire Protection District (Title 18 or Title 19 District) own the license?
- Will a different type of board or trust own the license?

Oklahoma State Department of Health
Protective Health Services
Emergency Systems/EMS Division
1000 N.E. 10th Street
Oklahoma City, OK 73117-1299
Telephone: (405) 271-4027
Fax: (405) 271-4240

Oklahoma State Department of Health

Section 5 – Type of Operation
Enter the type of operation for the agency. For Section 5 and 6 – These are examples of type of owner and type of operation combinations:

- A city (or county) owns the license, and the service is based in the city fire department, then governmental city (or county) and fire-based would be marked.
- A city (or county) owns the license, and the service is based in the police department (or county sheriff's office), then governmental city (or county) and law enforcement would be marked.
- A city (or county) owns a hospital, and the service is based in the hospital, then governmental city (or county) and hospital would be marked.
- A city or county owns a hospital, and then appoints a board for the hospital. The city still owns the hospital.
- If a board owns the hospital, then it will be a board or trust that is marked with hospital.
- If the license will be owned by an Ambulance Service District (522 District or Title 19) or a Fire District (Title 18 or Title 19), then mark either Fire Based or other type of operation.
- Third service means the agency is not fire or law enforcement based but is governmental owned.

Section 6 –Communication Policy (O.A.C. 310:641-15-2 (h) (8) (A and B))
Agency Dispatch
- Enter the agency phone number to be used by dispatch to contact by phone.
- Enter who will receive the call (i.e. crew members, agency dispatcher).

Other Dispatch
- Enter the agency that is providing dispatch to the agency.
- Enter the phone number of the agency providing dispatch for the agency.

Radio System
- Enter the type of two-way radio communication maintained by the agency (UHF/VHF/800 MHz
- Enter the frequency being used for dispatch if applicable.

(NOTE: The agency must maintain a communication policy that addresses how it receives and dispatches both emergency and non-emergency calls. The communication plan must be compliant with Local, State and Federal communication plans. The agency must complete and submit a statement stating the agency has a communication policy as part of this application.)

Section 7 – Quality Assurance Plan and Protocols (310:641-15-2 (H) (7) (A) – (C))
See Protocol Application Packet enclosed with application

Section 8 –Proposed Response Area
(O.A.C. 310:641-15-3 (k) (1) – (3)
For an event standby emergency response agency applicant:
if the applicant is providing care to the public on public property, then letters of governmental support and documents verifying coordination with local ambulance services are required for that agency to have the authority to provide care at that setting.
if the agency is providing care to the public in a business or establishment open to the public on private property, then letters of governmental support are not required.

Oklahoma State Department of Health
Protective Health Services
Emergency Systems/EMS Division
1000 N.E. 10th Street
Oklahoma City, OK 73117-1299
Telephone: (405) 271-4027
Fax: (405) 271-4240

Oklahoma State
Department of Health

Section 8 continued

At all times, the standby event emergency medical response agency shall coordinate with other licensed and certified EMS agencies responsible for the event location when the event is within a licensed ambulance service area or approved area for prehospital emergency medical response agencies.

Section 9 – Additional Documentation

- These additional documents that are to be submitted with the application.
- Applications without these documents are incomplete.
- Contracts for equipment and services are to be submitted, if applicable.
- For each unit the applicant owns, complete a vehicle checklist and submit with the application

Section 10 – Type of Owner (O.A.C. 310:641-15-2 (h) (1) (A)- (B))

- Enter the name of the agency owner (You must also complete and submit the ownership supplementary form)
- A business plan is also required. The plan must include a financial disclosure statement showing evidence of the ability to sustain the operation for at least one (1) year.

Section 11 – Indirect Ownership (O.A.C. 310:641-15-2 (h) (1) (A)- (B))
List the names and addresses of individuals, organizations or other entities having a direct or indirect ownership interest(s), separately or in combination, amounting to an ownership interest of 5% or more in the DISCLOSING ENTITY.

Section 12 – Mortgage (O.A.C. 310:641-15-2 (h) (1) (A) - (B))
List the names and addresses of individual, organizations or other entities having an interest in the form of the mortgage, or other obligation, secured by disclosing entity (equal to at least 5% of the assets).

Section 13 – Corporation Officers / Directors (O.A.C. 310:641-15-2 (h) (1) (A) - (B))
If the disclosing entity is a CORPORATION, list the names, titles and addresses of the officers and directors.

Section 14 – Felony Statement (O.A.C. 310:641-15-7 (a) (1))

Has any owner, principal, officer, or director been convicted of a felony? If yes, please indicate details on a separate peace of paper. The applicant may also submit court documents detailing the felony conviction.

Section 15 - EMS District Board (O.A.C. 310:641-15-2 (h) (1) (A) - (B))
If the disclosing entity is a '522' District Board, or received money from a '522' District Board, list the names, titles and addresses of the officers and directors.

Oklahoma State Department of Health
Protective Health Services
Emergency Systems/EMS Division
1000 N.E. 10th Street
Oklahoma City, OK 73117-1299
Telephone: (405) 271-4027
Fax: (405) 271-4240

Oklahoma State
Department of Health

Section 16 – Other Ownership or Controlling Interests
(O.A.C. 310:641-15-2 (h) (1) (A) - (B))
If the disclosing entity is an Ambulance District Board established by Title 19, received money from an Ambulance District Board (("522 or "Title 19"), a city, a county , a council, or any entity list the names, titles, and addresses of the officer, directors, commissioners, council, etc. Give meeting dates, times and other pertinent information.

Section 17 – Owner Signature (O.A.C. 310:641-15-2 (f))

- Print the license owner's name in the space provided.
- Print the license owner's title in the space provided.
- Enter the date in the space provided.
- The license owner must sign in the space provided.
- The signature must be verified by a notary public.

Additional Forms

- **Personnel Roster** – List all personnel for your agency who provide patient care.
- **Inspection Forms** – This form is used by the Department for inspections. Complete the form to provide us with your ambulance's information as well as an equipment checklist. Complete this form for each of your agency's ambulances. The Record Review checklist detail records to be maintained at the agency.
- **Medical Director** – See the attached Medical Director Checklist and protocol application packet to ensure you are sending all of the required information.
- **Approved Procedures List** –
  See Protocol Application Packet enclosed with application
- **Substations** – Check "yes" if your agency will maintain substations. Complete and submit the Ambulance Substation form with your application.

Submit all required documentation and the application fee to:

OSDH - Emergency Systems
Attn: Financial Management
PO Box 268823
Oklahoma City, OK 73126

Department Application Procedures
After submitting your application, it will be reviewed by Department staff for completeness, accuracy and legibility. You will be contacted if the package is incomplete or additional information is required. Once the application is complete, an EMS Administrator will be assigned to conduct an initial inspection of your files, equipment and facility. Upon receipt of the EMS Administrator's inspection report, your EMS Agency Certificate will be mailed to the address on record. Information regarding your Ground Ambulance application package may be obtained by calling (405) 271-4027.

Oklahoma State Department of Health
Protective Health Services
Emergency Systems/EMS Division
1000 N.E. 10th Street
Oklahoma City, OK 73117-1299
Telephone: (405) 271-4027
Fax: (405) 271-4240

Oklahoma State Department of Health

Standby Event Emergency Medical Response Agency Application Checklist

Date application received: _____ Date complete application received: _____

Reason for package: Initial X Update ____

Agency Name: IMMEDIATE ADVANCED MEDICS

Level of Care: EMR _____ EMT _____ Intermediate _____ AEMT_____ Paramedic X

Please check each item:

1. Amount $ $50.00 _____ Fee Paid (O.A.C. 310:641-15-2 (h) (11) and 15-6 (a) (2))

Section	Content	Regulation (O.A.C)	Complete (Yes/No)
1	Type of Application		YES
2	Business Information		YES
3	Level of Care	310:641-15-3 (j) (7)	YES
4	Type of Owner		YES
5	Type of Operation		YES
6	Communication Policy	310:641-15-3 (j) (10) (A and B)	YES
7	Quality Assurance Plan and Protocols	310:641-15-3 (j) (9) (A) – (C)	YES
8	Proposed Response Area	(O.A.C. 310:641-15-3 (k) (1) – (3)	YES
9	Additional Documents		
	Insurances:	310:641-15-3 (j) (4) - (6)	YES
	Contracts:	310:641-15-3 (j) (8)	YES
	Medical Director:	310:641-15-3 (j) (7) and 15-13	YES
	Confidentiality Policy:	310:641-15-3 (k) (1) – (2)	YES
	Personnel roster:	310:641-15-10	YES
	Response Plan:	310:641-15-3 (k) – (l)	YES
10	Type of Ownership	310:641-15-3 (j) (1) – (3)	YES
11	Indirect ownership	310:641-15-3 (j) (1) – (3)	YES
12	Mortgage	310:641-15-3 (j) (1) – (3)	YES
13	Corp. officers/directors	310:641-15-3 (j) (1) – (3)	YES
14	Felony Statement	310:641-15-8 (a) (2)	YES
15	EMS District Board	310:641-15-3 (j) (1) – (3)	YES
16	Other Ownership	310:641-15-3 (j) (1) – (3)	YES
17	Owner signature	310:641-15-3 (h)	YES
Separate form	Substation list		YES
Separate form	Medical Director Checklist		YES
Separate form	Protocols Application Packet		YES
Separate form	Equipment Checklists		YES

Medical Director Checklist

Agency Name: Immediate Advanced Medics

Medical Director DR. JACK MORGAN

Please provide these items or copies of these items:
If you change your Medical Director, a new Medical Director Checklist will be needed.

- Letter from the physician agreeing to be your Medical Director
- Copy of Medical Director's State Medical License
- Copy of Medical Director's OBNDD or DEA certificate
- Medical Director's Curriculum Vitae
- Medical Director's Primary Practice Address
- Medical Director's Email Address
- Name of Hospital where Medical Director is On Staff
- Medical Director's Specialty
- Medical Director's Approval of Protocols – include whether you are accepting the State protocols "as-is" or "with changes", including a list of any proposed changes. This letter should be signed by the EMS director and Medical Director.
- Provide documentation showing what steps will be taken in the event of a Lapse in Medical Direction – such as a back-up or reserve Medical Director.
- Completed Authorized Procedure List (included), signed by the EMS director and Medical Director

Oklahoma State Department of Health
Protective Health Services
Emergency Systems/EMS Division
1000 N.E. 10th Street
Oklahoma City, OK 73117-1299
Telephone: (405) 271-4027
Fax: (405) 271-4240

Oklahoma State Department of Health

STANDBY EMRA APPLICATION

Certification fees

Type of Fee	Regulation	Fee for Initial Certification
Fee for certification	O.A.C. 310:641-15-2 (h) (11)	$50.00 (non- refundable)
Renewal of certification	310:641-15-6 (a) (2)	$20.00 (non-refundable)

SECTION 1 – TYPE OF APPLICATION (Print or Type) To Renew, use the EMRA Renewal form on our website.

Date of Application 06/17/2020 Purpose: Initial X Update ____ Certification No: _____

SECTION 2 – BUSINESS INFORMATION

Agency Name: Immediate Advanced Medics

Mailing Address: P.O. BOX 333 Barnsdall (City) OK (State) 74002 (Zip Code)

Physical Address: 2035 CR 2400 Barnsdall (City) OK (State) 74002 (Zip Code)

Record Retention Address: 2035 cr 2400 Barnsdall, (City) Ok (State) 74002 (Zip Code)

Business Telephone: (918)440-9596 Emergency Telephone: (918) 857-6382

Director / Administrator / Coordinator / Chief Name: Mark Anthony
(Additional points of contact may be included with the application)

Email Address: MLREHAB2@YAHOO.COM

Hours of Business Operation (Include days and times): 24 hours per day 7 days per week

SECTION 3 – LEVEL OF CARE

Emergency Medical Responder	____
Basic Life Support	____
Intermediate Life Support	____
Advanced (EMT) Life Support	____
Paramedic Life Support	X

SECTION 4 – TYPE OF OWNER

Governmental City	____
Governmental County	____
Governmental Federal	____
Governmental Tribal	____
Private (Not For Profit)	____
Private (For Profit)	X
Board or Trust (Other)	____
522, Title 18 or 19 Board	____

SECTION 5 – TYPE OF OPERATION

Fire Based	____
Law Enforcement	____
Hospital	____
3rd Service (government owned)	____
Private	X
Other:	____

SECTION 6 – Communication Policy *(O.A.C. 310:641-15-2 (h) (8) (A and B))*

Agency Dispatch

Agency phone number where calls are received: (918) 440- 9596 The call is received by: Mark Anthony

Other Dispatch

Agency providing dispatch: N/A Phone number for agency providing dispatch: ( ) -

Radio System (How are you dispatched?)

Cell Phone X VHF ____ UHF ____ 700Mhz ____ 800Mhz ____ Frequency _____

Does the agency applicant have a communication policy that addresses receiving and dispatching emergency and non-emergency calls that is State and Federal compliant? Yes X No ___ *(You must include a policy statement)*

SECTION 7 – QUALITY ASSURANCE PLAN and Protocols *(O.A.C. 310:641-15-2 (h) (7) (A) – (C))*

See enclosed Protocol Application

SECTION 8 – Proposed Level of Service in Proposed Response Area *(O.A.C. 310:641-15-3 (k) (1) – (3)*

For an event standby emergency response agency applicant:

- if the applicant is providing care to the public on public property, then letters of governmental support and documents verifying coordination with local ambulance services are required for that agency to have the authority to provide care at that setting.

- if the agency is providing care to the public in a business or establishment open to the public on private property, then letters of governmental support are not required.

At all times, the standby event emergency medical response agency shall coordinate with other licensed and certified EMS agencies responsible for the event location when the event is within a licensed ambulance service area or approved area for prehospital emergency medical response agencies.

SECTION 9 – Additional documentation (Return with Application)

Certificate of Vehicle Insurance ($1,000,000.00)	*(O.A.C. 310:641- 15-2 (h) (2))*
Professional Liability Insurance ($1,000,000.00)	*(O.A.C. 310:641- 15-2 (h) (3))*
Workers' Compensation Program Verification	*(O.A.C. 310:641- 15-2 (h) (4))*
Copies of Contacts for Equipment & Services	*(O.A.C. 310:641- 15-2 (h) (6)) (if applicable)*
Confidentiality Policy	*(O.A.C. 310:641-15-2 (h) (10))*
Personnel Roster (form enclosed)	*(O.A.C. 310:641- 15-10))*
Response plan	*(O.A.C. 310:641-15-2 (h) (9))*
Medical Director	*(O.A.C. 310:641-15-2 (h) (5) and 15-13)*
Letters of support (EMS and Governmental)	(O.A.C. 310:641-15-2 (i) - (j)

SECTION 10 – TYPE OF OWNERSHIP *(O.A.C. 310:641-15-2 (h) (1) (A)- (B))*

____ Government Ownership (City, State or Federal) – Give Description: _____

__X__ Sole Proprietorship. List name of owner: Mark Anthony

____ Partnership. List partners: _____

____ Corporation. Name of corporation: _____

____ Disclosing entity received money from, or contracts with , a '522' District (Article X);
Give '522' district name: _____

____ Disclosing entity received money from or contracts with, an 'Ambulance Service' District (Title 19);
Give 'Ambulance Service' district name: _____

____ Other (Specify): _____

SECTION 11 – INDIRECT OWNERSHIP *(O.A.C. 310:641-15-2 (h) (1) (A)- (B))* *(if applicable)*

List the names and addresses of individuals, organizations or other entities having a direct or indirect ownership interest(s), separately or in combination, amounting to an ownership interest of 5% or more in the DISCLOSING ENTITY.

NAME	ADDRESS
Mark Anthony	2035 cr 2400 Barnsdall, Ok 74002

SECTION 12 – MORTGAGE *(O.A.C. 310:641-15-2 (h) (1) (A)- (B))* *(if applicable)*

List the names and addresses of individual, organizations or other entities having an interest in the form of the mortgage, or other obligation, secured by disclosing entity (equal to at least 5% of the assets).

NAME	ADDRESS
NA	

SECTION 13 – CORPORATION OFFICERS / DIRECTORS *(O.A.C. 310:641-15-2 (h) (1) (A)- (B)) (if applicable)*

If the disclosing entity is a CORPORATION, list the names, titles and addresses of the officers and directors.

OFFICERS NAME	TITLE	ADDRESS
Mark Anthony	CFO/CEO	2035 cr 2400 Barnsdall, Ok 74002

CORPORATION DIRECTORS

DIRECTORS NAME	TITLE	ADDRESS
N/A		

SECTION 14 – FELONY STATEMENT *(O.A.C. 310:641-15-7 (a) (1)*

Has any owner, principal, officer, or director been convicted of a felony? Yes ____ No X.

If yes, please indicate details on a separate peace of paper. The applicant may also submit court documents detailing the felony conviction.

SECTION 15 – DISTRICT BOARD ("522", "Title 18", or "Title 19" District) *(O.A.C. 310:641-15-2 (h) (1) (A)- (B)) (if applicable)*

If the disclosing entity is a District Board, or received money from a District Board, list the names, titles and addresses of the officers and directors.

Name: NA Position: _____
Address: _____ Contact Number: _____
Name: _____ Position: _____
Address: _____ Contact Number: _____

If the DISCLOSING ENTITY is not owned or operated by the District, then attach a contact or contracts to provide services with this form.

SECTION 16 – OTHER OWNERSHIP OR CONTROLLING INTERESTS *(O.A.C. 310:641-15-2 (h) (1) (A)- (B)) (if applicable)*

If the disclosing entity is an Ambulance District Board established by Title 19, received money from an Ambulance District Board (("522 or "Title 19"), a city, a county , a council, or any entity list the names, titles, and addresses of the officer, directors, commissioners, council, etc. Give meeting dates, times and other pertinent information.

Name: NA Position: _____ Ownership %: _____
Address: _____ Contact Number: _____

Name: _____ Position: _____ Ownership %: _____
Address: _____ Contact Number: _____

If the DISCLOSING ENTITY is not owned or operated by the District, then attach a contract(s) to provide ambulance service to this form.

SECTION 17 - OWNER SIGNATURE *(O.A.C. 310:641-15-2 (f))*

I hereby certify that all information is complete and that all information to this report and supplemental attachments is true and correct to the best of my knowledge. The party or parties who sign this application shall be considered the owner agency (certificate holder) and responsible for compliance of the Act and rules.

Mark Anthony	CFO/CEO		
Print Name	Title	Date	Signature

Signed before this _____ day of _____. My Commission Expires: _____/_____/_____ _____

Oklahoma State Department of Health
Protective Health Services
Emergency Systems/EMS Division
1000 N.E. 10th Street
Oklahoma City, OK 73117-1299
Telephone: (405) 271-4027
Fax: (405) 271-4240

Oklahoma State Department of Health

STAND BY EVENT EMERGENCY MEDICAL RESPONSE AGENCY PERSONNEL ROSTER *(O.A.C. 310:641-15-10)*

Instructions: List all certified and licensed personnel associated with the application/agency. Please list the names in alphabetical order. Please type or print only.
Volunteer means a person that does not receive compensation or is compensated at less than minimum wage.

Agency Name: Immediate Advanced Medics Date: 06 / 17 / 2020

Person Providing the Information: Mark Anthony Title: CEO/CFO

Name (Last, First and Middle Initial) Address	Level of License OK License Number and expiration date	SSN Full/Part Time or Volunteer
1. Anthony, Mark A 2035 cr 2400 Barnsdall, Ok 74002	74298 06/30/21	FT
2. Minjarez, Camiel 2114 CR. 2400 Barnsdall, Oklahoma 74002	76935 6/30/21	PRN
3. Anthony, Kelly R 2114 CR. 2400 Barnsdall, Oklahoma 74002	50468 6/30/21	PRN
4. Anthony, Trevor L 1021 N. Shawnee Dewey, Ok 74029	57038 6/30/21	PRN
5.		
6.		
7.		
8.		
9.		
10.		

Name (Last, First and Middle Initial) Address	Level of License OK License Number and expiration date	SSN Full/Part Time or Volunteer
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		
21.		
22.		
23.		

Signature

_____/_____/_____
Date

Oklahoma State Department of Health
Protective Health Services
Emergency Systems/EMS Division
1000 N.E. 10th Street
Oklahoma City, OK 73117-1299
Telephone: (405) 271-4027
Fax: (405) 271-4240

Oklahoma State Department of Health

Minimum Required Standby EMRA Equipment List (OAC 310:641-15-12)

The event standby agency will be equipped with the minimum equipment described for pre-hospital emergency medical response agencies.
In the event the medical control physician does not approve procedures or interventions requiring this equipment, the minimum equipment list may be modified for the applicant.

Check or initial below to indicate that these minimum required supplies and equipment are available to be present during each emergency medical response provided by your agency .

X one (1) each adult, pediatric, and infant size bag-valve-mask resuscitators,
X one (1) complete set of oropharyngeal airways, single wrapped for sanitation purposes,
X (3) portable oxygen system with two (2)each oxygen masks in adult, pediatric, and infant sizes,
X two (2) adult nasal cannulas,
X portable suction device with age and size appropriate tubing and tips,
X one (1) bulb syringe with saline drops, sterile, in addition to any bulb syringes in an obstetric kit,
X instant cold packs,
Sterile dressing and bandages, to include:
X sterile burn sheets,
X sterile 4"x4" dressings,
X sterile 6"x8" or 8"x10" dressings,
X roller bandages, 2" or larger,
X rolls of tape (minimum of one (1) inch width),
X sterile occlusive dressings, 3" x 8" or larger,
X triangular bandages, and
X scissors.
X blood pressure cuff kit in adult, pediatric, and infant sizes.
X obstetrics kit,
X blankets,
X universal precaution kit for each person attending a patient,
X blood-glucose measurement equipment per medical direction and Department approval,
X AED with adult and pediatric capability,
X adult and pediatric upper and lower extremity splints,
X spinal immobilization equipment per medical control authorization,
X adult traction splint,
X patient care reports,
X digital thermometer.

Include a list of any additional equipment that will be available during each emergency medical response provided by your agency .

Person Providing information: Mark Anthony

Signature: _____ Date: 06/17/2020

Oklahoma State Department of Health
Protective Health Services
Emergency Systems/EMS Division
1000 N.E. 10th Street
Oklahoma City, OK 73117-1299
Telephone: (405) 271-4027
Fax: (405) 271-4240

Oklahoma State
Department of Health

Standby Event Emergency Medical Response Agency List of Substations

Do you have units positioned at locations other than the business office or main station? YES ___ NO X

If yes, list the address and physical location, if different from the address of the units. Make additional copies of this page if necessary.

Substation Name or Number	Address	City, Zip	Phone Number at Sub-station

Oklahoma State Department of Health
Protective Health Services
Emergency Systems/EMS Division
1000 N.E. 10th Street
Oklahoma City, OK 73117-1299
Telephone: (405) 271-4027
Fax: (405) 271-4240

Oklahoma State
Department of Health

INSTRUCTIONS FOR THE COMPLETION OF OKLAHOMA'S PRE- HOSPITAL EMERGENCY MEDICAL RESPONSE AGENCY INITIAL APPLICATION FORMS

Oklahoma State Department of Health
Protective Health Services
Emergency Systems/EMS Division
1000 N.E. 10th Street
Oklahoma City, OK 73117-1299
Telephone: (405) 271-4027
Fax: (405) 271-4240

Oklahoma State Department of Health

APPLICATION: Please type or print all information, except where a signature is required.

Type of Fee	Reg	Fee for Initial Certification
Fee for certification	O.A.C. 310:641-15-2 (h) (11)	$50.00 (non- refundable)
Renewal of certification	310:641-15-6 (a) (2)	$20.00 (non-refundable)

Section 1 – Type of Application

- Enter the date of the application.
- Enter the application purpose.

When amending the current license, use the OSDH EMRA Amendment form found in the Forms section of the Emergency Systems website.

Section 2 – Business Information

- Enter the name of your agency.
- Enter the mailing address of your agency including city, state and zip code.
- Enter the physical address of your agency including city, state and zip code.
- Enter the records retention address (address of where the agency records will be kept) including city, state and zip code.
- Enter the business telephone number and an emergency telephone number.
- Enter the name of the person who will be a point of contact for the Department.
- Enter an email that the point of contact will be able to access to receive correspondence for the Department.
- Enter the days and times of the agencies operations. Please include the days and times that records will be available for an unannounced inspection review.
- Additional points of contact may be included with the application

Section 3 – Level of Care (310:641-15-2 (k) (2)
Select the level of care that will be provided.

- Emergency Medical Responder
- Basic life support
- Intermediate life support
- Advanced life support
- Paramedic life support

Section 4 – Type of Owner (O.A.C. 310:641-15-2 (h) (1) (A) - (B))
Enter the type of ownership for the agency. Essentially, what type of organization will own the license?

- Will an Ambulance Service District (522 District or a Title 19) District own the license?
- Will a Fire Protection District (Title 18 or Title 19 District) own the license?
- Will a different type of board or trust own the license?

Oklahoma State Department of Health
Protective Health Services
Emergency Systems/EMS Division
1000 N.E. 10th Street
Oklahoma City, OK 73117-1299
Telephone: (405) 271-4027
Fax: (405) 271-4240

Oklahoma State Department of Health

Section 5 – Type of Operation
Enter the type of operation for the agency. For Section 5 and 6 – These are examples of type of owner and type of operation combinations:

- A city (or county) owns the license, and the service is based in the city fire department, then governmental city (or county) and fire-based would be marked.
- A city (or county) owns the license, and the service is based in the police department (or county sheriff's office), then governmental city (or county) and law enforcement would be marked.
- A city (or county) owns a hospital, and the service is based in the hospital, then governmental city (or county) and hospital would be marked.
- A city or county owns a hospital, and then appoints a board for the hospital. The city still owns the hospital.
- If a board owns the hospital, then it will be a board or trust that is marked with hospital.
- If the license will be owned by an Ambulance Service District (522 District or Title 19) or a Fire District (Title 18 or Title 19), then mark either Fire Based or other type of operation.
- Third service means the agency is not fire or law enforcement based but is governmental owned.

Section 6 –Communication Policy (O.A.C. 310:641-15-2 (h) (8) (A and B))
Agency Dispatch
- Enter the agency phone number to be used by dispatch to contact by phone.
- Enter who will receive the call (i.e. crew members, agency dispatcher).

Other Dispatch
- Enter the agency that is providing dispatch to the agency.
- Enter the phone number of the agency providing dispatch for the agency.

Radio System
- Enter the type of two-way radio communication maintained by the agency (UHF/VHF/800 MHz
- Enter the frequency being used for dispatch if applicable.

(NOTE: The agency must maintain a communication policy that addresses how it receives and dispatches both emergency and non-emergency calls. The communication plan must be compliant with Local, State and Federal communication plans. The agency must complete and submit a statement stating the agency has a communication policy as part of this application.)

Section 7 – Quality Assurance Plan and Protocols (310:641-15-2 (H) (7) (A) – (C))
See Protocol Application Forms

Section 8 – Additional Documentation
- These additional documents that are to be submitted with the application.
- Applications without these documents are incomplete.
- Contracts for equipment and services are to be submitted, if applicable.

Oklahoma State Department of Health
Protective Health Services
Emergency Systems/EMS Division
1000 N.E. 10th Street
Oklahoma City, OK 73117-1299
Telephone: (405) 271-4027
Fax: (405) 271-4240

Oklahoma State Department of Health

- For each unit the applicant owns, complete a vehicle checklist and submit with the application

Section 9 – Proposed Level of Service in Proposed Response Area
(O.A.C. 310:641-15-2 (k) (1) – (3)
Enclose a description of the proposed level of service in the response area and include:
1) a map defining the primary emergency response area including base station, substations, posts, and consistent with local or regional emergency communication plans (e.g. 911 center);
2) a description of the level of care to be provided and describing any variations in care within the area; and
3) Emergency Medical Response Agency applicants will provide documentation that reflects compliance with existing sole-source ordinances.

Section 10 – Type of Owner (O.A.C. 310:641-15-2 (h) (1) (A)- (B))

- Enter the name of the agency owner (You must also complete and submit the ownership supplementary form)
- A business plan is also required. The plan must include a financial disclosure statement showing evidence of the ability to sustain the operation for at least one (1) year.

Section 11 – Indirect Ownership (O.A.C. 310:641-15-2 (h) (1) (A)- (B))
List the names and addresses of individuals, organizations or other entities having a direct or indirect ownership interest(s), separately or in combination, amounting to an ownership interest of 5% or more in the DISCLOSING ENTITY.

Section 12 – Mortgage (O.A.C. 310:641-15-2 (h) (1) (A) - (B))
List the names and addresses of individual, organizations or other entities having an interest in the form of the mortgage, or other obligation, secured by disclosing entity (equal to at least 5% of the assets).

Section 13 – Corporation Officers / Directors (O.A.C. 310:641-15-2 (h) (1) (A) - (B))
If the disclosing entity is a CORPORATION, list the names, titles and addresses of the officers and directors.

Section 14 – Felony Statement (O.A.C. 310:641-15-7 (a) (1))
Has any owner, principal, officer, or director been convicted of a felony? If yes, please indicate details on a separate peace of paper. The applicant may also submit court documents detailing the felony conviction.

Section 15 - EMS District Board (O:A.C. 310:641-15-2 (h) (1) (A) - (B))
If the disclosing entity is a '522' District Board, or received money from a '522' District Board, list the names, titles and addresses of the officers and directors.

Section 16 – Other Ownership or Controlling Interests
(O.A.C. 310:641-15-2 (h) (1) (A) - (B))

Oklahoma State Department of Health
Protective Health Services
Emergency Systems/EMS Division
1000 N.E. 10th Street
Oklahoma City, OK 73117-1299
Telephone: (405) 271-4027
Fax: (405) 271-4240

Oklahoma State Department of Health

If the disclosing entity is an Ambulance District Board established by Title 19, received money from an Ambulance District Board (("522 or "Title 19"), a city, a county , a council, or any entity list the names, titles, and addresses of the officer, directors, commissioners, council, etc. Give meeting dates, times and other pertinent information.

Section 17– Owner Signature (O.A.C. 310:641-15-2 (f))

- Print the license owner's name in the space provided.
- Print the license owner's title in the space provided.
- Enter the date in the space provided.
- The license owner must sign in the space provided.
- The signature must be verified by a notary public.

Additional Forms

- **Personnel Roster** – List all personnel for your agency who provide patient care.

- **Inspection Forms** – This form is used by the Department for inspections. Complete the form to provide us with your ambulance's information as well as an equipment checklist. Complete this form for each of your agency's ambulances. The Record Review checklist detail records to be maintained at the agency.

- **Medical Director** – See the attached Medical Director Checklist to ensure you are sending all of the required information.

- **Approved Procedures List** – Part of Protocol Application forms

- **Substations** – Check "yes" if your agency will maintain substations. Complete and submit the Ambulance Substation form with your application.

Department Application Procedures
After submitting your application, it will be reviewed by Department staff for completeness, accuracy and legibility. You will be contacted if the package is incomplete or additional information is required. Once the application is complete, an EMS Administrator will be assigned to conduct an initial inspection of your files, equipment and facility. Upon receipt of the EMS Administrator's inspection report, your EMS Agency Certificate will be mailed to the address on record. Information regarding your Ground Ambulance application package may be obtained by calling (405) 271-4027.

Oklahoma State Department of Health
Protective Health Services
Emergency Systems/EMS Division
1000 N.E. 10th Street
Oklahoma City, OK 73117-1299
Telephone: (405) 271-4027
Fax: (405) 271-4240

Oklahoma State Department of Health

Pre Hospital Emergency Medical Response Agency Application Checklist

Date application received: _____ Date complete application received: _____

Reason for package: Initial X Amended ____ Update ____ Other _____

Agency Name: Immediate Advanced Medics

Level of Care: EMR _____ EMT _____ Intermediate _____ AEMT_____ Paramedic X

Please check each item:

1. Amount $ $50.00 _____ Fee Paid (O.A.C. 310:641-15-2 (h) (11) and 15-6 (a) (2))

Section	Content	Regulation (O.A.C)	Complete (Yes/No)
1	Type of Application		YES
2	Business Information		YES
3	Level of Care	310:641-15-2 (k) (2)	YES
4	Type of Owner		YES
5	Type of Operation		YES
6	Communication Policy	310:641-15-2 (h) (8) (A and B)	YES
7	Quality Assurance Plan and Protocols	310:641-15-2 (h) (7) (A) – (C)	YES
8	Proposed Level of Service in proposed Area	*(O.A.C. 310:641-15-2 (k) (1) – (3)*	YES
9	Additional Documents		YES
	Insurances:	310:641-15-2 (h) (2) - (4)	YES
	Contracts:	310:641-15-2 (h) (7)	YES
	Medical Director:	310:641-15-2 (h) (5) and 15-13	YES
	Confidentiality Policy:	310:641-15-2 (h) (10)	YES
	Personnel roster:	310:641-15-10	YES
	Response Plan:	310:641-15-2 (h) (9) (A) – (B)	YES
	Type of Ownership	310:641-15-2 (H) (1) (A) – (B)	YES
	Indirect ownership	310:641-15-2 (H) (1) (A) – (B)	YES
11	Mortgage	310:641-15-2 (H) (1) (A) – (B)	YES
12	Corp. officers/directors	310:641-15-2 (H) (1) (A) – (B)	YES
13	Felony Statement	310:641-15-8 (a) (2)	YES
14	EMS District Board	310:641-15-2 (H) (1) (A) – (B)	YES
15	Other Ownership	310:641-15-2 (H) (1) (A) – (B)	YES
16	Owner signature	310:641-15-2 (f)	YES
Separate form	Substation list		YES
Separate form	Medical Director Checklist		YES
Separate form	Protocols Application Packet		YES
Separate form	Equipment Checklists		YES

Medical Director Checklist

Agency Name: Immediate Advanced Medics

Medical Director Dr. Jack Morgan

Please provide these items or copies of these items:
If you change your Medical Director, a new Medical Director Checklist will be needed.

- Letter from the physician agreeing to be your Medical Director
- Copy of Medical Director's State Medical License
- Copy of Medical Director's OBNDD or DEA certificate
- Medical Director's Curriculum Vitae
- Medical Director's Primary Practice Address
- Medical Director's Email Address
- Name of Hospital where Medical Director is On Staff
- Medical Director's Specialty
- Provide documentation showing what steps will be taken in the event of a Lapse in Medical Direction – such as a back-up or reserve Medical Director.
- Completed EMS Protocols Application. This can be found on our website.

Oklahoma State Department of Health
Protective Health Services
Emergency Systems/EMS Division
1000 N.E. 10th Street
Oklahoma City, OK 73117-1299
Telephone: (405) 271-4027
Fax: (405) 271-4240

Oklahoma State Department of Health

Pre-Hospital EMRA Application

Certification fees

Type of Fee	Regulation	Fee for Initial Certification
Fee for certification	O.A.C. 310:641-15-2 (h) (11)	$50.00 (non- refundable)
Renewal of certification	310:641-15-6 (a) (2)	$20.00 (non-refundable)

SECTION 1 – TYPE OF APPLICATION (Print or Type)

Date of Application _____ Purpose: Initial X Update____ Certification No: _____

SECTION 2 – BUSINESS INFORMATION

Agency Name: Immediate Advanced Medics

Mailing Address: P.O. Box 333 Barnsdall (City) OK (State) 74002 (Zip Code)

Physical Address: 2035 CR. 2400 Barnsdall (City) OK (State) 74002 (Zip Code)

Record Retention Address: 2035 CR 2400 Barnsdall (City) OK (State) 74002 (Zip Code)

Business Telephone: (918) 440-9596 Emergency Telephone: (918)8576381

Director / Administrator / Coordinator / Chief Name: Mark Anthony
(Additional points of contact may be included with the application)

Email Address: IAM2018@yahoo.com

Hours of Business Operation (Include days and times): 24 hours per day 7 days per week on an oncall basis

SECTION 3 – LEVEL OF CARE

Emergency Medical Responder	____
Basic Life Support	____
Intermediate Life Support	____
Advanced (EMT) Life Support	____
Paramedic Life Support	X

SECTION 4 – TYPE OF OWNER

Governmental City	____
Governmental County	____
Governmental Federal	____
Governmental Tribal	____
Private (Not For Profit)	____
Private (For Profit)	X
Board or Trust (Other)	____
522, Title 18 or 19 Board	____

SECTION 5 – TYPE OF OPERATION

Fire Based	____
Law Enforcement	____
Hospital	____
3rd Service (government owned)	____
Private	X
Other:	____

SECTION 6 – Communication Policy *(O.A.C. 310:641-15-2 (h) (8) (A and B))*

Agency Dispatch

Agency phone number where calls are received: (918) 440- 9596 The call is received by: Mark Anthony

Other Dispatch

Agency providing dispatch: N/A Phone number for agency providing dispatch: (___) ___-____

Radio System (How are you dispatched?)

Cell Phone X VHF ____ UHF ____ 700Mhz ____ 800Mhz ____ Frequency _____

Does the agency applicant have a communication policy that addresses receiving and dispatching emergency and non-emergency calls that is State and Federal compliant? Yes X No ___ *(You must include a policy statement)*

SECTION 7 – QUALITY ASSURANCE PLAN and Protocols *(O.A.C. 310:641-15-2 (h) (7) (A) – (C))*

See enclosed Protocol Application

SECTION 8 – Proposed Level of Service in Proposed Response Area *(O.A.C. 310:641-15-2 (k) (1) – (3)*

Enclose a description of the proposed level of service in the response area and include: 1) a map defining the primary emergency response area including base station, substations, posts, and consistent with local or regional emergency communication plans (e.g. 911 center); 2) a description of the level of care to be provided and describing any variations in care within the area; and 3) Emergency Medical Response Agency applicants will provide documentation that reflects compliance with existing sole-source ordinances.

SECTION 9 – Additional documentation (Return with Application)

Certificate of Vehicle Insurance ($1,000,000.00)	*(O.A.C. 310:641- 15-2 (h) (2))*
Professional Liability Insurance ($1,000,000.00)	*(O.A.C. 310:641- 15-2 (h) (3))*
Workers' Compensation Program Verification	*(O.A.C. 310:641- 15-2 (h) (4))*
Copies of Contacts for Equipment & Services	*(O.A.C. 310:641- 15-2 (h) (6)) (if applicable)*
Confidentiality Policy	*(O.A.C. 310:641-15-2 (h) (10))*
Personnel Roster (form enclosed)	*(O.A.C. 310:641- 15-10))*
Response plan	*(O.A.C. 310:641-15-2 (h) (9))*
Medical Director	*(O.A.C. 310:641-15-2 (h) (5) and 15-13)*
Letters of support (EMS and Governmental)	(O.A.C. 310:641-15-2 (i) - (j)

SECTION 10 – TYPE OF OWNERSHIP *(O.A.C. 310:641-15-2 (h) (1) (A)- (B))*

____ Government Ownership (City, State or Federal) – Give Description: _____

__X__ Sole Proprietorship. List name of owner: Mark Anthony

____ Partnership. List partners: _____

____ Corporation. Name of corporation: _____

____ Disclosing entity received money from, or contracts with , a '522' District (Article X);
Give '522' district name: _____

____ Disclosing entity received money from or contracts with, an 'Ambulance Service' District (Title 19);
Give 'Ambulance Service' district name: _____

____ Other (Specify): _____

SECTION 11 – INDIRECT OWNERSHIP *(O.A.C. 310:641-15-2 (h) (1) (A)- (B))* *(if applicable)*

List the names and addresses of individuals, organizations or other entities having a direct or indirect ownership interest(s), separately or in combination, amounting to an ownership interest of 5% or more in the DISCLOSING ENTITY.

NAME	ADDRESS
NA	

SECTION 12 – MORTGAGE *(O.A.C. 310:641-15-2 (h) (1) (A)- (B))* *(if applicable)*

List the names and addresses of individual, organizations or other entities having an interest in the form of the mortgage, or other obligation, secured by disclosing entity (equal to at least 5% of the assets).

NAME	ADDRESS
NA	

SECTION 13 – CORPORATION OFFICERS / DIRECTORS *(O.A.C. 310:641-15-2 (h) (1) (A)- (B)) (if applicable)*

If the disclosing entity is a CORPORATION, list the names, titles and addresses of the officers and directors.

OFFICERS NAME	TITLE	ADDRESS
Mark Anthony	CEO/CFO	2035 cr 2400 Barnsdall, Ok 74002

CORPORATION DIRECTORS

DIRECTORS NAME	TITLE	ADDRESS
NA		

SECTION 14 – FELONY STATEMENT *(O.A.C. 310:641-15-7 (a) (1)*

Has any owner, principal, officer, or director been convicted of a felony? Yes ____ No X.

If yes, please indicate details on a separate peace of paper. The applicant may also submit court documents detailing the felony conviction.

SECTION 15 – EMS DISTRICT BOARD ("522" or "Title 19" District) *(O.A.C. 310:641-15-2 (h) (1) (A)- (B)) (if applicable)*

If the disclosing entity is a '522' District Board, or received money from a '522' District Board, list the names, titles and addresses of the officers and directors.

Name: NA Position: _____
Address: _____ Contact Number: _____
Name: _____ Position: _____
Address: _____ Contact Number: _____

If the DISCLOSING ENTITY is not owned or operated by the District, then attach a contact or contracts to provide ambulance services with this form.

SECTION 16 – OTHER OWNERSHIP OR CONTROLLING INTERESTS *(O.A.C. 310:641-15-2 (h) (1) (A)- (B)) (if applicable)*

If the disclosing entity is an Ambulance District Board established by Title 19, received money from an Ambulance District Board (("522 or "Title 19"), a city, a county , a council, or any entity list the names, titles, and addresses of the officer, directors, commissioners, council, etc. Give meeting dates, times and other pertinent information.

Name: NA Position: _____ Ownership %: _____
Address: _____ Contact Number: _____

Name: _____ Position: _____ Ownership %: _____
Address: _____ Contact Number: _____

If the DISCLOSING ENTITY is not owned or operated by the District, then attach a contract(s) to provide ambulance service to this form.

SECTION 17 - OWNER SIGNATURE *(O.A.C. 310:641-15-2 (f))*

I hereby certify that all information is complete and that all information to this report and supplemental attachments is true and correct to the best of my knowledge. The party or parties who sign this application shall be considered the owner agency (certificate holder) and responsible for compliance of the Act and rules.

Mark Anthony	CEO/CFO		
Print Name	Title	Date	Signature

Signed before this _____ day of _____. My Commission Expires: ____/____/____ _____

Oklahoma State Department of Health
Protective Health Services
Emergency Systems/EMS Division
1000 N.E. 10th Street
Oklahoma City, OK 73117-1299
Telephone: (405) 271-4027
Fax: (405) 271-4240

Oklahoma State Department of Health

PRE-HOSPITAL EMERGENCY MEDICAL RESPONSE AGENCY PERSONNEL ROSTER *(O.A.C. 310:641-15-10)*

Instructions: List all certified and licensed personnel associated with the application/agency. Please list the names in alphabetical order. Please type or print only.
Volunteer means a person that does not receive compensation or is compensated at less than minimum wage.

Agency Name: Immediate Advanced Medics Date: 06 /01 /2020

Person Providing the Information: Mark Anthony Title: CEO/ CFO

Name (Last, First and Middle Initial) Address	Level of License OK License Number and expiration date	SSN Full/Part Time or Volunteer
1. Anthony, Mark A	74298 06/30/20	FT
2. Anthony, Kelly R	50468 06/30/20	PRN
3. Minjarez, Camille	76935 06/30/20	PRN
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Name (Last, First and Middle Initial) Address	Level of License OK License Number and expiration date	SSN Full/Part Time or Volunteer
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		
21.		
22.		
23.		

Mark Anthony
Signature

06 / 16 / 2020
Date

Oklahoma State Department of Health
Protective Health Services
Emergency Systems/EMS Division
1000 N.E. 10th Street
Oklahoma City, OK 73117-1299
Telephone: (405) 271-4027
Fax: (405) 271-4240

Oklahoma State Department of Health

Minimum Required Prehospital EMRA Equipment List (OAC 310:641-15-11(d))

Check or initial below to indicate that these minimum required supplies and equipment are available to be present during each emergency medical response provided by your agency .

X one (1) each adult, pediatric, and infant size bag-valve-mask resuscitators,
X one (1) complete set of oropharyngeal airways, single wrapped for sanitation purposes,
X (3) portable oxygen system with two (2)each oxygen masks in adult, pediatric, and infant sizes,
X two (2) adult nasal cannulas,
X portable suction device with age and size appropriate tubing and tips,
X one (1) bulb syringe with saline drops, sterile, in addition to any bulb syringes in an obstetric kit,
X instant cold packs,
Sterile dressing and bandages, to include:
X sterile burn sheets,
X sterile 4"x4" dressings,
X sterile 6"x8" or 8"x10" dressings,
X roller bandages, 2" or larger,
X rolls of tape (minimum of one (1) inch width),
X sterile occlusive dressings, 3" x 8" or larger,
X triangular bandages, and
X scissors.
X blood pressure cuff kit in adult, pediatric, and infant sizes.
X obstetrics kit,
X blankets,
X universal precaution kit for each person attending a patient,
X blood-glucose measurement equipment per medical direction and Department approval,
X AED with adult and pediatric capability,
X adult and pediatric upper and lower extremity splints,
X spinal immobilization equipment per medical control authorization,
X adult traction splint,
X patient care reports,
X digital thermometer.

Include a list of any additional equipment that will be available during each emergency medical response provided by your agency .

Person Providing information: Mark Anthony

Signature: _____ Date: 06/17/2020

Oklahoma State Department of Health
Protective Health Services
Emergency Systems/EMS Division
1000 N.E. 10th Street
Oklahoma City, OK 73117-1299
Telephone: (405) 271-4027
Fax: (405) 271-4240

Oklahoma State
Department of Health

Pre-Hospital Emergency Medical Response Agency List of Substations

Do you have units positioned at locations other than the business office or main station? YES ___ NO x

If yes, list the address and physical location, if different from the address of the units. Make additional copies of this page if necessary.

Substation Name or Number	Address	City, Zip	Phone Number at Sub-station
N/A			

Agenda Item 10.
March 1, 2022
Prepared by Lisa Beeman, Director
Community Development

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to award a contract for the completion of a conference center feasibility study to Hunden Strategic Partners in an amount not to exceed $48,800.

Budget and Source of Funds:

$50,000 – General Fund – Approved by the City Council by Resolution 3637 on December 6, 2021

II. STAFF COMMENTS AND ANALYSIS

On December 6, 2021, the City Council authorized staff to issue an RFP (Request for Proposal) for a conference center feasibility study and approved a budget resolution to fund the study. An RFP was issued on January 10, 2022. Six (6) proposals were received on January 31, 2022 as follows:

BIDDER	AMOUNT	COMMENTS
HVS Convention, Sports, and Entertainment Chicago, IL	$47,200	
Hotel & Leisure Advisors Cleveland, OH	$44,500	
Johnson Consulting Chicago, IL	$49,500	
Hunden Strategic Partners Chicago, IL	$48,800	Partnered with Convergence Design
REVPAR International Alexandria, VA	$38,300	Study included analysis of only one site
CSL International Minneapolis, MN	$48,334	

These proposals were reviewed, rated and ranked by a review committee comprised of Vice Mayor Jim Curd, City Manager Mike Bailey, Visit Bartlesville Director Maria Gus, Community Center Director Val Callaghan, City Engineer Micah Siemers, CFO Jason Muninger, and Community Development Director Lisa Beeman. The rating and ranking was based upon pre-determined criteria set forth in the RFP, with interviews held on March 1, 2022 for the top three respondents: Johnson Consulting, CSL, and Hunden Strategic Partners.

III. RECOMMENDED ACTION

After reviewing all proposals and interviewing the top three respondents, the review committee recommends award of a contract to Hunden Strategic Partners for the completion of a Conference Center Feasibility Study as set forth in the RFP at a cost not to exceed $48,800. The Council is requested to take final action on this proposal. If approved by the City Council as recommended, staff will proceed to execute a contract with Hunden Strategic Partners and begin the study. The review committee will oversee the completion of the feasibility study and bring the completed study to the City Council for acceptance.

Agenda Item 11.
March 1, 2022
Prepared by Lisa Beeman, Director
Community Development

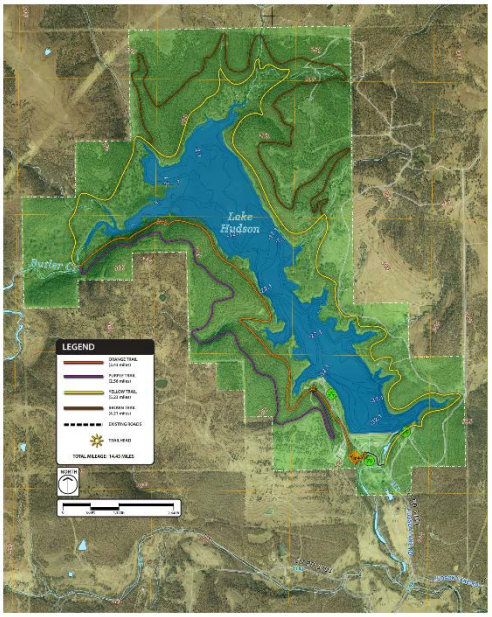
I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action on a proposal from Adam Pratt of the Lake Hudson Trail Building Group to create a mountain bike trail at Hudson Lake, a city-owned lake located northwest of Bartlesville as recommended by the Park Board.

Attachments:

Attachment A – Proposal from Lake Hudson Trail Building Group
Attachment B – Illustrative photographs of proposed trail construction

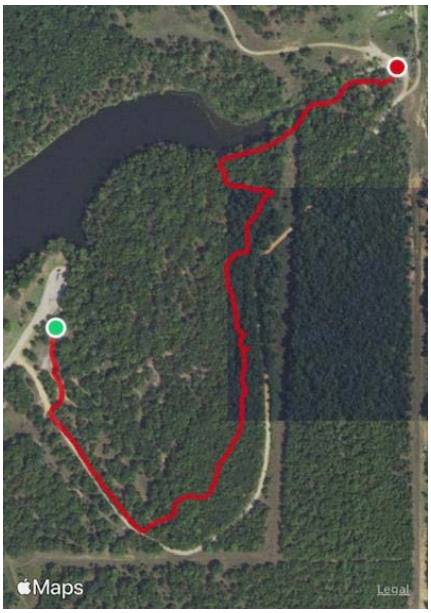
II. STAFF COMMENTS AND ANALYSIS



At its regular meeting on February 17, 2022, the Park Board received a proposal from Adam Pratt, representing a group of people within the community who are interested in building a mountain bike trail at Hudson Lake. The idea for a system of mountain bike trails at this city-owned park facility was initially discussed in 2018 when another group expressed similar interest and went so far as to develop a master plan for an extensive trail system at Hudson Lake (shown here) which totaled 14.43 miles. At that time, construction of this proposed trail system was estimated at a little over $500,000. A staff suggested public-private partnership to construct this trail system through the use of grant funding did not go forward at that time due to lack of matching funding from the private sector.

Hudson Lake, located five miles northwest of Bartlesville, is a city-owned recreational lake for boating, fishing, and hunting, and serves as a water supply for the City of Bartlesville. The lake, located on 1,430 acres of city-owned land, is an artificial reservoir built in 1949 with 250 acres of surface area, 8 miles of shoreline length and an average depth of 16 feet. The lake is part of the Oklahoma Fisheries Management program and is sampled by the Oklahoma Department of Wildlife Conservation with some frequency to determine fish population trends and enhance density. This lake is an underutilized park facility with many potential opportunities to enhance the public's recreational use of this facility as well as to attract tourism through event offerings if thoughtfully developed.

Recently, Adam Pratt, representing others of like mind, brought forward interest in the incremental construction of a mountain bike trail system at Lake Hudson using volunteer labor and private funding with assistance from the city where appropriate. The trail would be a natural hard packed dirt trail with minimal tree removal that would be a single track, 18 to 36 inches in width, and suitable also for hikers and trail runners. The trail, built to International Mountain Bike Association Standards, would create a corridor that is 10 to 15 feet high and 4 to 8 feet wide, paying attention to sustainability, slope, drainage, and preventing erosion. Phase I of the trail would start at the lake's east hilltop parking lot, and traverse north up the east shoreline as shown here which would provide a round trip trail of 1.2 miles.



Construction of Phase I would begin as soon as possible with the goal to be completed in less than two years. Details on the construction of Phase I would be worked out between the group and Bobby Robinson, Park Superintendent, with Park Board involvement as needed. Future phases of approximately 2 to 5 miles would access areas further north or on the west shore of the lake.

A full proposal as presented to the Park Board (provided in Attachment A) offers the volunteer construction and maintenance of the proposed trail. This is very similar to what the City has done with other non-profit groups, such as the Bartlesville Disc Golf Association for the Shawnee Trail Disc Golf Course and the Bark Park Buddies for Cooper Dog Park. If the volunteer group is unable to maintain the trail after built, the trail will revert back to its natural state unless another entity takes over.

The local group will work under the umbrella of the Oklahoma EarthBike Fellowship, the Oklahoma Chapter of the International Mountain Bike Association, which has provided a liability insurance policy naming the City of Bartlesville as an additional insured.

Similar projects using volunteer labor and maintenance have been successful at Osage Hills State Park and the City of Claremore. The local group has expressed an interest in working with and learning from the volunteer groups who lead the efforts in developing the trails at these two locations. See photos of these two trail systems provided in Appendix B.

III. RECOMMENDED ACTION

The Park Board reviewed this proposal and recommended approval of it to the City Council.

Attachment A
Lake Hudson Mountain Bike Trails Proposal
Phase 1, East side.

Note…any "we" mentioned in this proposal, shall be understood to be for the Lake Hudson Trail Building Group or volunteer groups.

We propose to create a mountain bike trail that will also be suitable for hikers and trail runners at Lake Hudson, the City of Bartlesville's water supply lake. The first phase of the trail will start at the lake's east hilltop parking lot, and traverse north up the east shoreline. After approximately 2 miles, the trail will become increasingly more difficult the further north it goes. The idea is for the first 2 miles to be easily ridable (and walkable) for children and beginner cyclists. As skills progress, riders can choose more technical trails that go further north. At trail intersections, markers will be placed to denote trail difficulty and/or distance. Phase 1 will end about halfway up the lake, where the hillside comes down to the shoreline. Future phases will begin at this point, or on the west shore near the boat ramp. There is an existing fire road that starts at the east hilltop parking lot that extends up the east side of the lake. The Bartlesville Archery Club has a range that parallels this road. To minimize interaction with the Bartlesville Archery Club's archery range, the first 1/10 mile of trail will be on this fire road. Then it will depart the road and turn north thru the woods, out of range of the archery range targets. This route has been approved by the Bartlesville Archery Club president Paul Gailey, and the archery park development guidelines set by usarchery.org.

The fire road may also be used by emergency vehicles in the event there is a serious injury on the trail.

A Facebook page named Bartlesville Trails at Lake Hudson will be set up to document trail progress and generate excitement. Any trail closures, such as from excessively muddy conditions, flooding on trail, or during the archery tournaments, will be posted on Facebook.

There are no large streams entering the lake in the Phase 1 area, so stream crossings will not be an issue. On some of the crossings, a culvert may be used to make the trail easier, or the crossing may be armored with native stone. The first stream crossing has an existing culvert and will have a walk around detour.

The trail will be volunteer built and maintained. Some of the volunteers own small earth moving equipment through their business, so some of the trail will be machine cut. The trail itself will be built to International Mountain Bike Association standards, paying attention to sustainability, slope, drainage, and preventing erosion. The trail itself will mostly be single-track, 18-36 inches wide. There will be a trail
corridor 10-15 feet high, and 4-8 feet wide. Most of Phase 1 will be hard packed dirt. Like any other trail in Osage County, there will be some rocky sections. We expect Phase 1 of the trail to take 2 years or less.

Oklahoma EarthBike Fellowship, the Oklahoma chapter of the International Mountain Bike Association, will provide a liability insurance policy for the City of Bartlesville. All volunteers will sign a release waiver on workdays. Oklahoma Earthbike Fellowship will serve as our 501c3 nonprofit organization. As progress moves on, we may start our own 501c3.

There are no cultural sites, historic sites, or any threatened wildlife issues in the Phase 1 area that we are aware of.

There is an old abandoned oil well near the lake in the Stage 1 area, and another one near the fire road. There are also some oil tanks next to the fire road. The trail will be routed away from these areas. We prefer the wells be fenced off by the well operator. Or at the very least, the electricity to the oil well's switchboard be turned off by the well operator.

At this early stage in the project, no fund raising has been done yet. When we obtain City of Bartlesville full permission, and insurance is in place, then fund raising can begin.

Should we, the trail building volunteer group, physically not be able to maintain the trail, through death or attrition, the trail will revert back to its natural state, unless another entity takes over.

Attachment B