



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

**REGULAR MEETING OF THE
BARTLESVILLE CITY COUNCIL**

**Monday, December 5, 2022
7 p.m.**

**City Attorney, Jess Kane
918-338-4282**

AGENDA

- 1. Call to order the business meeting of the Bartlesville City Council by City Attorney, Jess Kane.**
- 2. Oath of Office administered by Mr. Kane to Mr. Dale Copeland, Ward 1, Mr. Loren Roszel, Ward 2, Mr. Jim Curd, Jr., Ward 3, Ms. Billie Roane, Ward 4, and Mr. Trevor Dorsey, Ward 5.**
- 3. Roll Call and Establishment of a Quorum.**
- 4. The Invocation will be provided by Pastor Jason Elmore, Friday Nite Church/President Bartlesville Ministerial Association.**
- 5. Citizens to be heard.**
- 6. Discuss and take action on the election of Mayor.**
- 7. Discuss and take action on the election of Vice Mayor.**
- 8. City Council Announcements and Proclamations.**
- 9. Authorities, Boards, Commissions and Committee Openings**
 - One opening on the Bartlesville Area History Museum Trust Authority.
 - One opening on the White Rose Cemetery Board
- 10. Consent Docket**
 - a. Approval of Minutes**
 - i. The Regular Meeting Minutes of November 3, 2022.
 - b. Approval and/or Ratification of Appointments and Reappointments to Authorities, Boards, Commissions and Committees**
 - i. Appointment of Mr. Alexander Johnson to a three year term on the Community Center Trust Authority at the recommendation of Mayor Copeland.
 - c. Approval of Agreements, Contracts, Engagement Letters, Leases, MOU's and Proposals.**
 - i. Consulting Contract with Dan Keleher for City Hall Renovations Design in the amount of \$33,000.
 - ii. Software License and Support Agreement with DB Compensation (DB Squared) for software assisting the City of Bartlesville Human Resources Department with job positions, job ratings and pay grades.

d. Approval of Resolutions

- i. Amending the Budget of the City of Bartlesville, Oklahoma for Fiscal Year 2022-2023, appropriating FAA Grant Revenue for Municipal Airport Fund.
- ii. Amending the Budget of the City of Bartlesville Oklahoma for Fiscal Year 2022-2023, appropriating unbudgeted Sales Tax Revenue for the Legal Department in the General Fund.

e. Receipt of Annual Report

- i. 2021-2022 Annual Report for the Chickasaw Wastewater Treatment Plant.

f. Receipt of Bids

- i. Bid No. 2022-2023-013 Tools and Equipment for a 95” Aerial Platform Firefighting apparatus.

11. Discuss and take possible action to award Bid No. 2022-2023-013 for Tools and Equipment for a 95” Aerial Platform Firefighting apparatus. Presented by Mr. Curd.

12. Public hearing and possible action to adopt an Ordinance on a request by Landon Curd to close a portion of a 15’ utility easement lying along the west side of Lot 4, Block 1 Colonial Estates 12th Addition, Section 1, Bartlesville, Bartlesville, Washington County, Oklahoma. Presented by Micah Siemers, Director of Engineering.

13. Discuss and take possible action to approve a proposal from Motorola Solutions for a 800MHz radio upgrade to be utilized by Bartlesville Police Department for \$1,999,875. Presented by Matt McCollough, Director of Information Technology.

14. Receive a presentation on the status of Bartlesville’s water supply. Presented by Terry Lauritsen, Director of Water Utilities.

15. Discuss and take possible action to approve a Resolution establishing a format and rules of order for the conduct of City Council Meetings and repealing conflicting resolutions. Presented by Mike Bailey, City Manager.

16. Discuss and take possible action to review and reaffirm Resolution No. 3326 Current Code of Ethics Policy. Presented by the Mayor.

17. Discuss and take possible action regarding City Council liaisons to Authorities, Boards, Commissions and Committees. Presented by the Mayor.

18. Discuss and take possible action to amend the starting time for the Regular City Council Meetings. Presented by Mike Bailey, City Manager.

19. Take possible action to enter into an Executive Session to discuss outstanding grievance and litigation relating to former employee, Brian Brewington, pursuant to 25 O.S. Section 307(B).

20. Return to open meeting, discuss and take possible action to approve a resolution delegating settlement authority to the City Manager to approve settlement of pending litigation. Presented by Jess Kane, City Attorney.

21. New Business

22. City Manager and Staff Reports.

23. City Council Comments and Inquiries.

24. Adjournment.

The Agenda was received and filed in the Office of the City Clerk and posted in prominent public view at City Hall at 5 p.m. on Thursday, December 1, 2022.

Jason Muninger

Jason Muninger, City Clerk/CFO

/s/ Elaine Banes

by Elaine Banes, Deputy City Clerk

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

Live Streaming: <https://www.cityofbartlesville.org/city-government/city-council/webcast/>

Sparklight: Channel 56

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.

Oath of Office

State of Oklahoma, Washington County, ss:

I, _____, do solemnly swear (or affirm) that I will support, obey, and defend the Constitution of the United States, and the Constitution of the State of Oklahoma, and will discharge the duties of my office with fidelity; that I have not paid, or contributed, either, directly or indirectly, any money or other valuable thing, to procure my nomination or election (or appointment), except for necessary and proper expenses expressly authorized by law: that I have not, knowingly, violated any election law of the State, or procured it to be done by others in my behalf: that I will not, knowingly, receive, directly or indirectly, any money or other valuable thing, for the performance or non-performance of any act or duty pertaining to my office, other than the compensation allowed by law, and I further swear (or affirm) that I will not receive, use or travel upon any free pass or on free transportation during my term of office.

Signature

Loyalty Oath

I, do solemnly swear (or affirm) that I will support the Constitution and the laws of the United States of America and the Constitution and the laws of the State of Oklahoma, and that I will faithfully discharge, according to the best of my ability, the duties of my office or employment during such time as I am City Council Member, Ward # of the City of Bartlesville, Oklahoma.

Signature

Subscribed and sworn to before me this 22nd day of February, 2016.

Notary Public

My Commission Expires

My Commission Number



**MINUTES OF THE
REGULAR MEETING OF THE
BARTLESVILLE CITY COUNCIL
Monday, November 7, 2022
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 September 29, 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, Jason Muninger, City Clerk/CFO; Jess Kane, City Attorney; Terry Lauritsen, Director of Water Utilities; Micah Siemers, Director of Engineering; Laura Sanders, Director of Human Resources; Shellie McGill, Director of the Library; Kelli Williams, Chief Communications Officer; Greg Collins, Assistant Community Development Director; Fire Chief David Topping; Deputy Police Chief Rocky Bevard; Captain Troy Newell, Security; and Elaine Banes, Executive Assistant.

- 1. The business meeting of the Bartlesville City Council was called to order at 7:00 p.m. by Mayor Copeland.**
- 2. Roll call was held and a quorum established.**
- 3. The invocation was provided by Pastor Joe Colaw, First Wesleyan Church.**

Prior to Item 4. Mr. Stuart asked speakers to consider those watching or listening who may have mental health issues who may react adversely to what is said.

4. Citizens to be heard.

The subject matter of alleged adult entertainment, in this instance a drag queen show held on September 10, 2022 at Tower Center at Unity Square, and whether or not it should be allowed in a public park was again at the forefront of comments entertained by the City Council during this agenda item. Mayor Copeland provided a brief instruction to be civil and respectful, to keep comments to three minutes; and that City Council members cannot engage in discussion with speakers per the Oklahoma Open Meetings Act.

Rev. Kelley Becker, President of Oklahomans for Equality Morgan Lawrence-Hays, Hilary Kamplain, Ben Pauls, Dr. Jon Lindblom, Marilou Bork, Vic Holcomb, and Devin Williams provided individual comments including but not limited to support of allowing all members of the community equal treatment in public parks, and that the program on September 10, 2022 was family friendly, and that no laws were broken.

Pastor Peter Johnson, Pastor Rod McIlvane, Beth Flowers, Pastor Thomas Lowry, Carolyn Morgan, Homer Heffington, Pastor Ryan Ridinger, Jim Henley, Pastor David Grisham, Pastor

Richard Penkoski, Bill Payton, and Judy McCormick provided individual comments including but not limited to support of ordinances/laws that prohibit adult entertainment such as a drag queen program in public parks.

Quinn Schipper thanked the City Council for their diligence and encouraged them to take their time to thoroughly research the situation before initiating ordinances.

Jonathan McCormick stated that he is Libertarian and in favor of no censorship. He also provided information about instant runoff voting.

5. Consideration and discussion of report by the City Attorney regarding municipal regulation of adult entertainment and the “Bartlesville Pride” event hosted by Oklahomans for Equality on September 10 2022 at Tower Center at Unity Square. Presented by Jess Kane, City Attorney.

Mr. Kane presented an extensive report on laws pertaining to obscenity, as well as the First Amendment. Attached to these minutes is his PowerPoint presentation. His full 118 page report can be found at <https://www.cityofbartlesville.org/city-government/city-council/meeting-agendas/> under the 11/7/22 packet column. Following his report, he concluded that the City of Bartlesville may, under its inherent police power, enact reasonable restrictions upon adult entertainment so long as those restrictions are (1) content neutral, (2) narrowly tailored to serve a significant government interest, and (3) leave open ample alternative channels for alternative communication. City ordinances and state statutes regulating this area are already on the books. The City may also restrict adult entertainment which is deemed obscene. Those restrictions, and any new restrictions enacted by the Bartlesville City Council will be evaluated using the *Miller* test based on prevailing Community Standards in Bartlesville as determined by a judge or jury based on the evidence presented to them at trial. The City Council took no action on the item, as it was set for discussion only. Based on council member comments after the presentation, it is anticipated the council will continue to look into the issue with input from other groups responsible for park oversight, including the Bartlesville Community Center Trust Authority, which oversees activities at Unity Square, and the City Park Board.

6. City Council Announcements and Proclamations.

- Life Saving Commendations recognizing Sergeant Diedrich, Sergeant Martinez, Corporal Dunkle, Reserve Officer Raley, and Chief Roles was presented by Deputy Chief of Police Rocky R. Bevard.
- The Extra Mile Day -November 1, 2022 Proclamation was presented by Mayor Copeland.

7. Authorities, Boards, Commissions and Committee Openings

- One opening on the White Rose Cemetery Board.
- One opening on the Bartlesville Area History Museum Trust Authority

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.

8. Consent Docket

a. Approval of Minutes

- i. The Regular Meeting Minutes of October 3, 2022

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

- i. Reappointment of Mr. Philip Wright to a three-year term on the Bartlesville Redevelopment Trust Authority at the recommendation of Councilmember Stuart.

c. Approval of Agreements, Contracts, Engagement Letters and Change Orders

- i. Community Literacy Grant Contract No: F-23-021 between the City of Bartlesville/Bartlesville Public Library Literacy Services and the Oklahoma Department of Libraries in the amount of \$9,600.00 that will fund the Literacy Assistant Position for 21 hours per week at \$11.10 per hour for the majority of this fiscal year 2022-2023.
- ii. Airport Hangar Lease Agreement between the Bartlesville Municipal Airport/City of Bartlesville and Phoenix Rising Aviation, Inc. for T-Hangar "D" in the amount of \$100 per month and improvements made to the hangar at Phoenix Rising's expense.
- iii. An extension of an existing purchase of service agreement with United Community Action Program for the CityRide community transportation program extending the program for the next operating year, 2022-2023, starting October 1, 2022.
- iv. Professional Services Agreement with Parkhill, Smith and Cooper (Parkhill) for Airport Consulting Services.

d. Approval of Resolutions

- i. Authorizing application for an American Rescue Plan Act (ARPA) grant from the Oklahoma Water Resources Board for water and sewer projects.

e. Receipt of Financials

- i. Interim Financials for three months ending September 30, 2022.

f. Receipt of Bids

- i. Bid No. 2022-2023-010 2021 CDBG Project - 5th Street Paving & Sidewalks
- ii. Bid No. 2022-2023-011 Robinwood Park Soccer Fields and Skate Park Lighting

Addendum to the Agenda

- ii. Bid No. 2022-2023-012 Chalkless Parking System

Mayor Copeland read the consent docket in its entirety.

Mr. Stuart moved to approve the consent docket, seconded by Ms. Roane.

Aye: Ms. Roane, Mr. Stuart, Mr. Dorsey, Vice Mayor Curd, Mayor Copeland

Nay: None

Motion: Passed

Discuss and take possible action to award Bid No. 2022-2023-010 on the City of Bartlesville's 2021 Community Development Block Grant (CDBG) Project for 5th Street Sidewalks and Concrete Paving Rehabilitation. Presented by Councilmember Roane.

Ms. Roane moved to award Bid. 2022-2023-010 to KSL Dirworks LLC, Bartlesville, OK, in the amount of \$489,900, seconded by Mr. Dorsey.

Aye: Mr. Dorsey, Vice Mayor Curd, Ms. Roane, Mr. Stuart, Mayor Copeland

Nay: None

Motion: Passed

9. Discuss and take possible action to award Bid No. 2022-2023-011 for Robinwood Park Soccer Fields and Skate Park Lighting. Presented by Vice Mayor Curd.

Vice Mayor Curd moved to award Bid. 2022-2023-011 to Electrical Express, LLC, Edmond, OK, in the amount of \$310,000.00 with the understanding that this is a turnkey project for LED lighting at Robinwood Park Soccer Fields that completely replaces the Base bid and excludes the \$30,000 Engineer's Allowance bid item, seconded by Mr. Stuart.

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

Vice Mayor Curd moved to award the Skate Park Lighting Alternate portion of the Bid No. 2022-2023-011 to Electrical Express, LLC, Edmond, OK in the amount of \$107,000 for the Skate Park Lighting, and use of the \$40,000 that was underbudget on the Soccer Fields Lighting, and make up the difference with other funding to complete the project, seconded by Mr. Dorsey.

Mr. Siemers provided funding options available to complete the Skate Park Lighting.

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

ADDENDUM TO THE AGENDA

Discuss and take possible action to award Bid No. 2022-2023-012 for a Chalkless Parking System. Presented by Councilmember Stuart.

Mr. Stuart moved to award Bid No. 2022-2023-013 to Tannery Creek Systems in the amount of \$59,500.00, seconded by Mr. Dorsey.

A brief discussion covered ratings and references obtained from other cities who use the chalkless parking system; how the software will interact with the Tyler system; how the system works; if parking permits will be allowed; warranties; and monthly charges to the City for the system that will be offset with improved efficiencies of the system.

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

10. Discuss and take possible action to adopt an ordinance granting a non-exclusive permit to Dobson Technologies, Inc. dba Dobson Fiber, for the Construction and Operation of a Cable System. Presented by Jason Muninger, CFO/City Clerk.

Mr. Muninger reported that Dobson Fiber had contacted the City of Bartlesville, for interests in establishing competition in the Internet Market within the City of Bartlesville. Staff was presented with projects currently under development and recently completed projects demonstrating their experience with cities of like size and population. The language contained in this agreement is standard language used across the State of Oklahoma and very similar to our current active Cable Franchise agreements. Franchise fee is set at 5% of the gross revenues that Dobson would collect if and when they provide Cable service and 5% of the

portion of gross revenues from advertising, which are defined as a permit fee. At this time, there is no plan by Dobson to provide cable service only Internet packages.

Vice Mayor Curd moved to adopt an ordinance granting a non-exclusive permit to Dobson Technologies, Inc. for the construction and operation of a cable system, 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 an application for release of City liens by Kyle Persaud on behalf of Caleb Swanson, for property located at 818 S Seneca Avenue, legally described as Lot 12, Block 7, Guthrie Addition, Bartlesville, Washington County, Oklahoma. Presented by Greg Collins, Assistant Director, Community Development.**

This item was pulled from the agenda due to applicant illness.

- 12. Discuss and take possible action to adopt an ordinance amending the Bartlesville Municipal Code, Chapter 13, Parks and Recreation, Article II. Use Regulations for Specific Park and Recreational Facilities, concerning fishing at Hudson Lake Water Reservoir. Presented by Greg Collins, Assistant Director, Community Development.**

Mr. Collins reported that in regard to fishing at Hudson Lake, City municipal code requires that all bass caught under fifteen (15) inches in length must be immediately returned to the water. However, the Oklahoma State Department of Wildlife Conservation adopted a rule, effective on September 11, 2022, mandating a statewide daily bag limit of six (6) largemouth and smallmouth bass, only one of which may exceed 16 inches in length. The City's and State's rules conflict and would narrowly restrict sport fishing on Hudson Lake. Reading the rules together, an angler could catch and keep only 15-inch to 16-inch bass, and only one fish exceeding 16 inches, and no fish less than 15 inches. The City's rule preserves smaller fish for future growth. By contrast, the State's rule promotes catching smaller fish, and limits the catch of larger fish. The State's rule reflects more recent research indicating that lakes statewide have an overpopulation of smaller fish competing for resources, and this overpopulation restricts their growth. City staff drafted the proposed ordinance, adopting the State's rule, to allow the catching and harvesting of smaller fish at Hudson Lake, limiting the daily number to six (6), and allowing only one (1) fish harvested to exceed 16 inches, and recommends adoption.

Mr. Stuart moved to adopt the ordinance amending Chapter 13, Parks and Recreation, Article II as presented, seconded by Ms. Roane.

Aye: Vice Mayor Curd, Ms. Roane, Mr. Stuart, Mr. Dorsey, Mayor Copeland

Nay: None

Motion: Passed

- 13. New Business.**

There was no new business to address.

14. City Manager and Staff Reports.

Mr. Bailey stated his appreciation of the respectful dialogue during the last and current City Council meeting covering the sensitive issue of the use of public parks.

He also thanked Mr. Stuart for his four-year tenure as a City Councilmember.

15. City Council Comments and Inquiries.

Each member of the City Council expressed their appreciation of Mr. Stuart during his time on the City Council, and thanked him for his service.

Mayor Copeland reminded citizens to vote tomorrow.

Ms. Roane reminded citizens of the Veteran's Day Parade on Saturday at 11 a.m. She added that a DC3 will be flying over the parade as well.

Mr. Stuart stated his appreciation of the City Council, stating that he had learned a lot during his time as a City Councilmember, and that he enjoyed working with City staff.

16. There being no further business to address, Mayor Copeland adjourned the meeting at 10:25 p.m.

Dale W. Copeland, Mayor

Jason Muninger, CFO/City Clerk



Jess M. Kane
CITY OF BARTLESVILLE, OKLAHOMA
City Attorney

Municipal Regulation of Adult Entertainment

November 7, 2022

I. Introduction

- The City Attorney “[s]hall be the chief legal advisor to the council and all offices, departments and agencies, and of all officers and employees in matters relating to their official powers and duties.” – Amended Charter of the City of Bartlesville Art. 5, Sec. 7.
- The City Attorney is not elected. He serves at the pleasure of the City Council.
- The City Attorney does not make public policy decisions or advise the City based on his own opinion of what public policy should be.
- Your City Attorney is not a First Amendment expert.
- Your City Attorney was not a witness to the events at Unity Square.

II. Issue

Prohibit adult-oriented entertainment in a public space



[Shannon King](#) started this petition

Recently, several adult entertainment performers "danced" in the presence of minors in a public park. At this event, performers removed articles of clothing to the cheering of the crowd, danced provocatively by strutting through the audience and grinding next to viewers, and accepted cash from members in the audience, mostly children, while on stage and while in the audience. We agree that exposing children to sexually charged entertainment normally performed in a bar or strip club does not belong in a public space. We ask the Bartlesville City Council to address this situation with all the means at their disposal to ensure that this never happens in Bartlesville again.

2,295 have signed. Let's get to 2,500!



At 2,500 signatures, this petition is more likely to get picked up by local news!

Sign this petition

First name


Last name

Email

Bartlesville, 74006
United States



Display my name and comment on this petition

 Sign this petition

By signing, you accept Change.org's [Terms of Service](#) and [Privacy Policy](#), and agree to receive occasional emails about campaigns on Change.org. You can unsubscribe at any time.

II. Issue

King Comments at Oct. 3, 2022 City Council Meeting:

"I ask you to determine if this activity violated any state laws, city ordinances, or city contracts for use of public areas and if so, to take appropriate action. If no laws or ordinances were broken, and no current contracts violated, then I ask you to study this issue and consider new city ordinances to prohibit adult-oriented activity from happening in public areas again."

- A. What sexual activity is prohibited by state and local statutes and ordinances?**
- B. What contractual standards are applicable to adult oriented programming in Unity Square?**
- C. What actions can and cannot be taken by the City Council to prohibit adult oriented entertainment in public spaces?**

III. Discussion

- A. What Sexual Activity is Prohibited by State Statutes and Local Ordinances?
 - 1. Municipal Criminal Ordinances
 - 2. State Criminal Statutes
 - 3. Municipal Licensing Requirements

III(A)(1) Municipal Criminal Ordinances

- Bartlesville Municipal Code § 12-64 defines "Lewd" as "licentious, lecherous, dissolute, debauched, impure, salacious or pornographic." Section 12-64 prohibits indecent exposure as follows:

Every person who willfully either lewdly exposes his person, or private parts thereof, in any public place, or in any place where there are present other person to be offended or annoyed thereby, or procures, counsels, or assists any person to lewdly expose himself to public view, or to the view of any number of person such as is offensive to decency, or is adapted to excite vicious or lewd thoughts or acts, shall be guilty of an offense against the City of Bartlesville, Oklahoma. *Id.*

- Bartlesville Municipal Code § 12-65 prohibits lewd conduct as follows:

Every Person who conducts himself in a lewd manner, or in any manner suggestive of lewdness, shall be guilty of an offense against the City of Bartlesville.

- Disturbance of the Peace (Bartlesville Municipal Code §§ Section 12-94(a)):

"[i]t is unlawful for any person to willfully or maliciously disturb, either by day or night, the peace and quiet of the city, family or person by... obscene or profane language, whether addressed to the parties so disturbed or so some other person.

- Bartlesville Municipal Code § 12-191 provides:

"[t]he City of Bartlesville hereby adopts all misdemeanor offenses now contained or hereafter contained in Title 21 of Oklahoma Statues.

III(A)(2) State Criminal Statutes

- Title 21, Section 22 of the Oklahoma Statutes provides:

Every person who willfully and wrongfully commits any act which grossly injures the person or property of another, or which grossly disturbs the public peace or health, or which openly outrages public decency, including but not limited to urination in a public place, and is injurious to public morals, although no punishment is expressly prescribed therefor by this code, is guilty of a misdemeanor. *Id.*

- Title 21, Section 1021(A) of the Oklahoma Statutes prohibits Indecent exposure in pertinent part as follows:

Every person who willfully and knowingly either:

1. Lewdly exposes his or her person or genitals in a public place...;
2. Procures, counsels, or assists any person to expose such person, or to make any other exhibition of such person to public view or to the view of any number of person, for the purpose of sexual stimulation of the viewer;

Shall be guilty, upon conviction, of a felony... *Id.*

- Title 21, Section 1123 of the Oklahoma Statutes provides, in pertinent part:

A. It is a felony for any person to knowingly and intentionally:

5. In a lewd and lascivious manner and for the purpose of sexual gratification:

- c. cause, expose, force or require a child to look upon the body or private parts of another person,
- d. force or require any child under sixteen (16) years of age or other individual the person believes to be a child under sixteen (16) years of age, to view any obscene materials, child pornography or materials deemed harmful to minors as such terms are defined by [Sections 1024.1](#) and [1040.75](#) of this title,
- e. cause, expose, force or require a child to look upon sexual acts performed in the presence of the child, or
- f. force or require a child to touch or feel the body or private parts of the child or another person. *Id.*

III(A)(3) Municipal Licensing Requirements

- Sexually Oriented Businesses: Bartlesville Municipal Code Section 5-120 defines a Sexually Oriented Business, in pertinent part, as a "business where live performances or recorded media in any form... for any consideration to patrons for use in or viewing of... specified sexual activity." Section 5-120 goes on to define Specified Sexual Activity as:

- (1) The fondling or other erotic touching of human genitals, pubic area, buttocks, anus, vulva or breasts;

- (2) Sex acts, normal or perverted, actual or simulated, including, but not limited to, intercourse, oral copulation, masturbation or anal copulation;

- (3) Excretory functions as part of or in connection with any of the activities set forth in subsection (18)(a) or (b) of this section; or

- (4) Physical violence, bondage, mutilation, or rape, actual or simulated, as part of or as related to, any of the activities set forth in subsections (18)(a), (b), or (c) of this section.

- As currently defined, the drag performances at Unity Square do not appear to qualify as Sexually Oriented Businesses under the Bartlesville Municipal Code. Thus, even though it is apparent that the drag queens were performing for monetary gain, their performances were not Specified Sexual Activity, so they were not engaged in a Sexually Oriented Business as defined by our Code.

- Bartlesville Municipal Code § 5-181 outlines the requirements for licensing of Temporary Businesses. Specifically excluded from Bartlesville's Temporary Business licensing requirements are "activities involving the expression of First Amendment speech." Issues involving protected speech are discussed at length hereinafter.

III. Discussion

B. What contractual standards are applicable to adult oriented programming in Unity Square?

- Memorandum of Understanding between City and BCCTA dated May 22, 2018
- Lease and Operating Agreement between City and BCCTA dated April 1, 2019:

(d) No Discrimination.

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

III. Discussion

- B. What contractual standards are applicable to adult oriented programming in Unity Square?
- Green Space and Rental Agreement dated Jan. 18, 2022 between BCCTA:

By signing this agreement, I acknowledge the compliance requirements of the Bartlesville Community Center Practices and Procedures Information; and Rental Fee Schedule, and agree to adhere to all guidelines, rules, practices and procedures as stated therein, as well as all local, state and federal laws. Failure on the part of the LESSEE to comply with the terms of this agreement may result in the immediate cancellation and may influence decisions regarding future use of the BCC. I acknowledge that my requirements for equipment, services, rental times may change prior to the event and I will be billed for actual cost for the above referenced items and services. If any of the equipment you have requested will be unavailable for your event, you will be notified.

III. Discussion

- **Bartlesville Community Center Practices and Procedures Information:**
 - Performance Content As this is a public space and open to citizens of all ages, the Lessee is responsible to ensure that movies, videos, music, and productions at Unity Square are appropriate for the audience attending the event as set out in the Motion Picture Association of America (MPAA) film rating system and local community standards. Lessee **must** also notify the Box Office if an event will have content which **may** not be appropriate for certain age groups as patrons must be advised at the Box Office at the time of ticket purchase. At the sole discretion of the Unity Square Management Committee, it may require the work to be redacted or canceled if it determines that the work violates local community standards of decency and finds that the work, taken as a whole: appeals to the prurient interest; depicts or describes, in a patently offensive way, sexual conduct specifically defined by the applicable state law; and lacks serious literary, artistic, political or scientific value. (Emphasis Added).
 - Conduct Lessee is responsible for the conduct of all event guests, vendors, representatives, performers, volunteers, and participants during the signed contract time at Unity Square. Lessee is responsible for making certain that all persons involved are familiar with BCC/Unity Square policies.

III. Discussion

- C. What actions can and cannot be taken by the City Council to prohibit adult oriented entertainment in public spaces?

1. Police Powers:

Municipalities have inherent authority to regulate health, welfare, and morality in pursuit of the common good and public welfare. The "police power" stems from British common law, and is protected by the 10th Amendment to the United States Constitution which provides that "[t]he powers not delegated to the United States by the Constitution, nor prohibited by it to the States are reserved to the States respectively, or to the people."

A municipality's police power to regulate health, welfare and morality is not unlimited, however, and is specifically restricted by the First Amendment to the United States Constitution.

Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances.

The City of Bartlesville has already exercised its inherent police power to regulate sexually oriented businesses within the corporate limits of the City of Bartlesville through zoning as outlined in Bartlesville Municipal Code, Appendix A § 7.7.3.

III. Discussion

2. Forum Analysis.

[T]he extent to which the Government can control access depends on the nature of the relevant forum. Because a principal purpose of traditional public fora is the free exchange of ideas, speakers can be excluded from a public forum only when the exclusion is necessary to serve a compelling state interest and the exclusion is narrowly drawn to achieve that interest. Similarly, when the Government has intentionally designated a place or means of communication as a public forum speakers cannot be excluded without a compelling governmental interest. Access to a nonpublic forum, however, can be restricted as long as the restrictions are reasonable and [are] not an effort to suppress expression merely because public officials oppose the speaker's view. *Cornelius v. NAACP*; 105 S.Ct. 3439, 3448(1985) (internal citations omitted)

Strict Scrutiny: Unity Square, a public park, is a traditional or quintessential public forum.

III. Discussion

• 3. Reasonable Time, Place & Manner Restrictions:

Time, place and manner limitations on expressive activity are considered to be content neutral, and thus are subject to intermediate scrutiny and frequently upheld. To survive First Amendment constitutional challenges, such restrictions must satisfy a three-prong test outlined by the Supreme Court in *Ward v. Rock Against Racism*; 109 S.Ct. 2746 (1989).

1. The regulation must be content neutral.
2. It must be narrowly tailored to serve a significant governmental interest.
3. It must leave open ample alternative channels for communicating the speaker's message.

Absent a categorical or substantial ban on a traditional method of expressive activity, courts routinely uphold time, place, and manner restrictions as satisfying the requirement of narrow tailoring.

III. Discussion

4. The Intractable Obscenity Problem.

Sexual expression which is indecent but not obscene is protected by the First Amendment." *Sable Communications v. FCC*, 109 S.Ct. 2829 (1989).

***Miller v. California*; 91 S.Ct. 1780 (1971):**

- (a) whether 'the average person, applying contemporary community standards' would find that the work, taken as a whole, appeals to the prurient interest,
 - (b) whether the work depicts or describes, in a patently offensive way, sexual conduct specifically defined by the applicable state law; and
 - (c) whether the work, taken as a whole, lacks serious literary, artistic, political, or scientific value.
- *Id.* at 2622.

III. Discussion

- 5. Obscenity Must Be Erotic:

Whatever else may be necessary to give rise to the States' broader power to prohibit obscene expression, such expression must be, in some significant way erotic. It cannot plausibly be maintained that this vulgar allusion to the Selective Service System would conjure up such psychic stimulation in anyone likely to be confronted with Cohen's crudely defaced jacket. *Cohen v. California*; 91 S.Ct. 1780, 1785 (internal citations omitted).

III. Discussion

- Community Standards apply to first two of the three prongs of the Miller Test:

1. Does the speech appeal to the prurient interest?

2. Does the speech depict or describe, in a patently offensive way, sexual conduct defined by applicable state law?

3. Does the speech lack serious literary, artistic, political or scientific value?

It is neither realistic nor constitutionally sound to read the First Amendment as requiring that the people of Maine or Mississippi accept public depiction of conduct found tolerable in Las Vegas, or New York City. People in different States vary in their tastes and attitudes, and this diversity is not to be strangled by the absolutism of imposed uniformity. *Miller* at 2619.

[T]he primary concern with requiring a jury to apply the standard of 'the average person, applying contemporary community standards' is to be certain that, so far as material is not aimed at a deviant group, it will be judged by its impact on an average person, rather than a particularly susceptible or sensitive person—or indeed a totally insensitive one. *Id.* at 2620.

- Larry Peterman and the Provo Marriot.

IV. Conclusion

The City of Bartlesville may, under its inherent police power, enact reasonable restrictions upon adult entertainment so long as those restrictions are (1) content neutral, (2) narrowly tailored to serve a significant government interest, and (3) leave open ample alternative channels for alternative communication. City ordinances and state statutes regulating this area are already on the books. The City may also restrict adult entertainment which is deemed obscene. Those restrictions, and any new restrictions enacted by the Bartlesville City Council will be evaluated using the *Miller* test based on prevailing Community Standards in Bartlesville as determined by a judge or jury based on the evidence presented to them at trial.

Credit and thanks to the Middle Tennessee State University Free Speech Center:

<https://www.mtsu.edu/first-amendment/>

Elaine Banes

From: Dale Copeland <Copeland4Bville@aol.com>
Sent: Thursday, November 17, 2022 9:52 AM
To: Elaine Banes
Cc: C. Cook; Val Callaghan
Subject: BCCTA Appointment

CAUTION: External Source. THINK BEFORE YOU CLICK!

Elaine,

Chris Cook's second term on the Bartlesville Community Center Trust Authority (BCCTA) will conclude January 31, 2023. His service to and support for the Community Center is greatly appreciated.

The BCCTA has voted to recommend Alexander Johnson to the City Council for this soon to be open position. I concur and request that you place this on a future City Council consent agenda for Council consideration and approval.

Regards and Happy Thanksgiving,
Dale Copeland

Elaine Banes

From: ian@bitbrilliant.com
Sent: Thursday, January 20, 2022 7:59 AM *Had JB*
To: Elaine Banes
Subject: New submission from Application for City Boards, Commissions, Committees & Trust Authorities

*cc: Dale Copeland
Val Callaghan*

CAUTION: External Source. THINK BEFORE YOU CLICK!

Please check the ones you wish to serve on:

- Community Center Trust Authority

Name

Alexander Johnson

Address

1201 Lariat Drive
Bartlesville, OK 74006
[Map It](#)

Cell Phone

(918) 332-6587

Email

alexander.johnson0423@gmail.com

Ward Number

1

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

My history of service and leadership is perhaps my greatest asset. Through my positions personally and political, and am nothing if not committed to my community, seeing it grow and prosper as each of us build the next version of our already great community. I have contributed dozens of volunteers hours already this year to accomplish this goal and I continue to look for opportunities to do more. Growing up, I was heavily involved in culture and the arts. Being heavily involved in the arts has taught me the great value that cultural enrichment can bring individually and to a community. I've live in communities that have lacked and I've live in communities that have thrived. It is this passion and history that leads me to feel qualified to serve Bartlesville in this manner

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

I have been involved in the Bartlesville community since I moved here in 2015. I've been involved with countless non-profit organizations to server our community as well as those in need. As a Rotarian, service really is my passion and I truly enjoy service through work- serving meals at Agape or Building Bridges, lending my technical expertise at the West Side Community Center, or providing childcare at church- as well as administratively by serving on a board as well as contributing financially.

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

I would like to see continued growth. A focus on finding opportunities to not only keep Bartlesville as a shining example of what a community can/should but also find new opportunities to highlight our community's success while also continuing to make Bartlesville a great place to work and live. Ultimately, my hope is that our work will continue to grow and strengthen the Bartlesville community culturally and creatively in order to attract new people to our already great community and to keep the great people we already have.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approval of a professional service contract with Keleher Architects for design services on City Hall Renovations.

Attachments:

AIA Contract

Keleher Architects Proposal

STAFF COMMENTS AND ANALYSIS

Multiple City Hall renovation projects were approved as part of the FY 22-23 capital budget. The projects include renovations of the restrooms, lighting and efficiency upgrades, window replacement, carpet replacement, and rehabilitation of the concrete cladding around the rear staircase columns. Funding for these projects is comprised of Capital Reserve funds, Sales Tax (CIP) funds and 2020 GO Bond funds budgeted for the various components of the project. Another project has been identified to address security at City Hall. This project has come about due to active shooter events throughout the country in the past year. City administration has met with the Police Chief and other Police staff for ideas on how to make City Hall safer for employees and visitors. The intent is to create a safer facility while still providing access for the public. Funds for this project are comprised of collateral held to ensure the Silver Lake Village TIF would collect enough in ad valorem to cover debt service. Once it was clear that the TIF would cover debt service the collateral was released back to the City of Bartlesville via a check from the Bartlesville Development Authority. A portion of those funds will be used for the security improvements at City Hall.

Staff reached out to Keleher Architects for a proposal to create a design package for a project to include all of the different City Hall renovations identified previously. While some of the funding will not be available until future fiscal years, staff believes that it would be best to get everything designed and ready to bid now and then projects could be bid when funding becomes available. The current schedule has the window replacement funding in the next 2020 GO Bond issuance which will likely be in fall of 2023 and the carpet funding is planned for a later fiscal year in CIP funding. However, that project is fairly small so funds may be shifted to finish this project along with the rest of the renovations. The window replacement could be a stand-alone project, or depending on when the work is ready to be bid, it could possibly be added to the construction contract when funds become available. Funding is currently

available for the restrooms, lighting, columns, and security upgrades. Staff has negotiated a contract price of \$33,000 for the design.

RECOMMENDED ACTION

Staff recommends approval of the professional service contract with Keleher Architects for design of the City Hall Improvements project.



AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year
(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
City of Bartlesville City Hall
401 S. Johnstone
Bartlesville, OK 74003

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

Dan J.Keleher, PLLC
401 S. Johnstone, Ste 216
Bartlesville, OK 74003

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

City Hall Renovations, Bartlesville, OK
401 S. Johnstone, Bartlesville, OK
Bathroom and Security Renovations
Windows and Exterior Column Restoration

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 08:48:14 CT on 12/01/2022 under Order No.2114324139 which expires on 05/17/2023, 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:

(3B9ADA35)

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.)

See Per 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.)

5 Story Building located on 401 S. Johnstone in Bartlesville, OK.

§ 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.)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

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 08:48:14 CT on 12/01/2022 under Order No.2114324139 which expires on 05/17/2023, 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:

(3B9ADA35)

.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone 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.)

| Bid Package

§ 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.)

| N/A

§ 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.

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

| Micah Siemers

§ 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.)

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

.1 Geotechnical Engineer:

| N/A

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 08:48:14 CT on 12/01/2022 under Order No.2114324139 which expires on 05/17/2023, 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:

(3B9ADA35)

.2 Civil Engineer:

N/A

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

Security Cabling Contractor

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

Dan J. Keleher PLLC

§ 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:

Thomas Keeter

.3 Electrical Engineer:

Thomas Keeter

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.12 Other Initial Information on which the Agreement is based:

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 08:48:14 CT on 12/01/2022 under Order No.2114324139 which expires on 05/17/2023, 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:

(3B9ADA35)

N/A

§ 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.

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 (\$ 1,000,000.00) for each occurrence and (\$ 2,000,000.00) 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 (\$) 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.

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 08:48:14 CT on 12/01/2022 under Order No.2114324139 which expires on 05/17/2023, 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:

(3B9ADA35)

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) 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 (\$ 1,000,000.00) per claim and (\$ 2,000,000.00) 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 policies 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.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 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

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 08:48:14 CT on 12/01/2022 under Order No.2114324139 which expires on 05/17/2023, 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:

(3B9ADA35)

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.

§ 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.

§ 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 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.

§ 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

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 08:48:14 CT on 12/01/2022 under Order No.2114324139 which expires on 05/17/2023, 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:

(3B9ADA35)

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.

§ 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.

§ 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.

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

§ 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;
- .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,
- .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.

§ 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 <i>(Architect, Owner, or not provided)</i>
§ 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	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	

Init.

§ 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.)

N/A

§ 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.)

N/A

§ 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.

§ 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

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 08:48:14 CT on 12/01/2022 under Order No.2114324139 which expires on 05/17/2023, 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:

(3B9ADA35)

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;
- .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 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.

§ 4.2.3 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 (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twenty (20) visits to the site by the Architect during construction
- .3 One (1) 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 One (1) inspections for any portion of the Work to determine final completion.

§ 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

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 08:48:14 CT on 12/01/2022 under Order No.2114324139 which expires on 05/17/2023, 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:

(3B9ADA35)

of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and 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 () 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.

§ 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.

§ 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.

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 08:48:14 CT on 12/01/2022 under Order No.2114324139 which expires on 05/17/2023, 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:

(3B9ADA35)

§ 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.

§ 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.

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 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

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 08:48:14 CT on 12/01/2022 under Order No.2114324139 which expires on 05/17/2023, 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:

(3B9ADA35)

- .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.

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.

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 08:48:14 CT on 12/01/2022 under Order No.2114324139 which expires on 05/17/2023, 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:

(3B9ADA35)

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
- 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.

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 08:48:14 CT on 12/01/2022 under Order No.2114324139 which expires on 05/17/2023, 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:

(3B9ADA35)

§ 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.

§ 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.

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.

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 08:48:14 CT on 12/01/2022 under Order No.2114324139 which expires on 05/17/2023, 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:

(3B9ADA35)

§ 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.

§ 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.

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 08:48:14 CT on 12/01/2022 under Order No.2114324139 which expires on 05/17/2023, 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:

(3B9ADA35)

§ 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:

.1 Stipulated Sum
(Insert amount)

\$33,000.00

.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.

.3 Other
(Describe the method of compensation)

§ 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.)

TBD

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 08:48:14 CT on 12/01/2022 under Order No.2114324139 which expires on 05/17/2023, 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:

(3B9ADA35)

§ 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.)

TBD

§ 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 percent (%), or as follows:
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

TBD

§ 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	40	percent (%)
Construction Documents Phase	50	percent (%)
Procurement Phase		percent (%)
Construction Phase	10	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.)

N/A

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;

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 08:48:14 CT on 12/01/2022 under Order No.2114324139 which expires on 05/17/2023, 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:

(3B9ADA35)

- .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.

§ 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 **Payments to the Architect**

§ 11.10.1 **Initial Payments**

§ 11.10.1.1 An initial payment of (\$) 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 N/A (\$) 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 (60) 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.)

% 5

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

NONE

Init.

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
- .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.)

N/A

- .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.)

Attached Proposal stipulating scope of work 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.)

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

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

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

(Printed name, title, and license number, if required)

Init.

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 08:48:14 CT on 12/01/2022.

PAGE 1

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

...

Dan J.Keleher, PLLC
401 S. Johnstone, Ste 216
Bartlesville, OK 74003

...

City Hall Renovations, Bartlesville, OK
401 S. Johnstone, Bartlesville, OK
Bathroom and Security Renovations
Windows and Exterior Column Restoration

PAGE 2

See Per Attached.

...

5 Story Building located on 401 S. Johnstone in Bartlesville, OK.

PAGE 3

Bid Package

...

N/A

...

Micah Siemers

...

N/A

PAGE 4

N/A

...

Security Cabling Contractor

...

Dan J. Keleher PLLC

...

Thomas Keeter

...

Thomas Keeter

...

N/A

PAGE 5

N/A

...

§ 2.5.1 Commercial General Liability with policy limits of not less than (\$ 1,000,000.00) for each occurrence and (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

PAGE 6

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than (\$ 1,000,000.00) per claim and (\$ 2,000,000.00) in the aggregate.

PAGE 12

N/A

...

N/A

PAGE 13

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

...

.2 Twenty (20) visits to the site by the Architect during construction

...

.3 One (1) 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 One (1) inspections for any portion of the Work to determine final completion.

PAGE 19

N/A

...

N/A

PAGE 20

\$33,000.00

...

TBD

PAGE 21

TBD

...

TBD

...

Design Development Phase
Construction Documents
Phase

40 percent (%)
50 percent (%)

...

Construction Phase

10 percent (%)

...

N/A

PAGE 22

§ 11.10.1.1 An initial payment of (\$ 0) 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 N/A (\$) 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.

...

§ 11.10.2.1 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 (60) 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.

...

% 5

...

NONE

PAGE 23

N/A

...

[Attached Proposal stipulating scope of work] Other Exhibits incorporated into this Agreement:

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Dan Keleher, 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 08:48:14 CT on 12/01/2022 under Order No. 2114324139 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)

KELEHER ARCHITECTS

DAN KELEHER, JR., PLLC AIA

401 S. DEWEY AVE. STE 216
BARTLESVILLE, OK 74003 918-333-8855

11.23.2022

City of Bartlesville
401 S. Johnstone
Bartlesville, OK 74003

Proposal for Architectural and Engineering Services
Project: Bartlesville City Hall Renovations
401 S. Johnstone
Bartlesville, OK 74003

Scope of Work:

- Existing bathroom finishes to be redone, replace fixtures in place if needed. Assess exhaust system.
- Redesign certain staff/public interface areas for better security.
- Replace existing light fixtures with LED fixtures. Assess layout and design.
- Existing windows to be replaced.
- Back stair columns to be refurbished.

Design Phase:

- Work Process:
 1. Keleher Architects will field verify current architecture layout and produce accurate set of existing drawings including light layout.
 2. Keleher Architects will meet with city staff to understand workflow and interaction points with public for redesign. New plans will be provided for review and approval.
 3. A new prototype design for restroom finished will be presented with tile samples for approval. Plumbing fixtures and controls will be selected and presented for approval.
 4. Lighting and mechanical engineer will inspect site and present proposed fixtures for review and approval. Engineer will also assess existing exhaust system in bathrooms and make recommendations for any work required.

5. Window replacement drawings executed in 2012 will be modified to current standards and needs.
6. New Column covering will be developed for exterior columns that are deteriorating.

Construction Documents:

Upon approval of all design concepts, Keleher Architects will produce a final set of construction documents to include floor plans, restroom elevations, schedules as required, details as required, electrical lighting plans, and mechanical plans.

Specifications:

Specifications for work involved will be included.

Bid/ Construction Process

Keleher Architects will answer all questions as needed during bid phase to clarify bid documents. We will also be available to review work during construction to insure it is in accordance with construction documents.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to continue service with DB Squared.

Attachments:

DBCompensation Software License and Support Agreement

II. STAFF COMMENTS AND ANALYSIS

On October 3, 2016, the City Council entered an agreement with the Johanson Group to complete a compensation and wage study on all non-uniformed positions at the City of Bartlesville. This agreement with the Johanson Group came with a software called DB Squared. This software contains all of the job descriptions for City of Bartlesville positions. It also calculates job ratings and pay grades for each position. The City signed a 36-month agreement in 2016 and the agreement ended on September 30, 2019. In 2019, the City renewed the agreement for 24 months which expired on September 30, 2021. This renewal will extend the agreement an additional 12 months with no changes to the terms.

This was sent to City Attorney Jess Kane for review.

III. RECOMMENDED ACTION

Staff recommends approval and execution of agreement with DB Squared.

DBCompensation™ SOFTWARE License and Support Agreement

This DBCompensation™ SOFTWARE License and Support Agreement, hereinafter referred to as AGREEMENT, is made and entered into as of the dates set forth below by and between TRAINING NETWORK, LLC, a North Carolina Limited Liability Company, hereinafter referred to as TRAINING NETWORK, and

City of Bartlesville, OK

hereinafter referred to as LICENSEE.

WITNESSETH:

WHEREAS LICENSEE is desirous of licensing DBCompensation™ SOFTWARE from TRAINING NETWORK and receiving support for the DBCompensation™ SOFTWARE and TRAINING NETWORK is desirous of providing said licenses and support services to LICENSEE, pursuant to the terms and conditions more particularly described herein;

NOW THEREFORE, for and in consideration of the premises, the terms and conditions herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, TRAINING NETWORK and LICENSEE hereby agree as follows:

- 1. Rates, Amounts and Taxes Applicable to this AGREEMENT.** The rates and amounts listed in this section constitute an offer by TRAINING NETWORK that shall be null and void if not accepted by LICENSEE by the OFFER EXPIRATION DATE. Rates and amounts shown here do not include applicable federal, state or local taxes or any other type of tax which might be applicable to this agreement. Applicable taxes will be added at the time of invoicing.

The EFFECTIVE DATE of this AGREEMENT shall be **11-01-2022**

The EMPLOYEE COUNT RANGE on which this AGREEMENT is based is **N/A**

The DBCompensation™ SOFTWARE Tech License/Tech Support Fee for 11/1/2022 to 10/31/2023. **\$400/month**

This annual fee covers software upgrades released during agreement term.

The TERM OF THE AGREEMENT shall be **12 months**

Training provided to LICENSEE at no additional cost shall be **2 Hours** and be provided via Internet connection.

All applicable taxes shall be **N/A**

The MARKET DATA FEE and program review assistant shall be **TBD** and due upon completion of the market input data – JER HR Group Fee

Optional JER HR GROUP CONSULTING FEE shall be **\$180 per hour** and due upon invoice of services provided

2. Definitions

- 2.1 **"DBCompensation™ SOFTWARE"** means the object code version of the JOB EVALUATION AND SALARY ADMINISTRATION MODULE with a perpetual license secured by TRAINING NETWORK, LLC. All rights reserved), any UPDATES and UPGRADES thereto, and any related user guides, instructions, and reference materials provided to LICENSEE.
- 2.2 **"UPDATE"** means any subsequent minor modification of, or patch to, the DBCompensation™ SOFTWARE.
- 2.3 **"UPGRADE"** means any major new release of the DBCompensation™ SOFTWARE. The term UPGRADE does not include other MODULES.
- 2.4 **"MODULE"** means any software which constitutes a separate product offering by TRAINING NETWORK.
- 2.5 **"DBCompensation™ METHODOLOGY"** means a methodology developed for the purpose of prescribing the process and structure for fairly and equitably determining job classification salary ranges and employee pay rates. The DBCompensation™ METHODOLOGY is proprietary to JER HR Group and the TRAINING NETWORK.
- 2.6 **"LICENSEE"** means the legal entity which is a party to this AGREEMENT. It does not include subsidiaries of LICENSEE or other third parties. For the purposes of this AGREEMENT, the term "third party" means anyone other than LICENSEE.
- 2.7 **"EMPLOYEE COUNT RANGE"** means the number of employees on which this AGREEMENT is based. Fees for this AGREEMENT are based on the number of full-time employees within the employee count range.

3. Licenses

- 3.1 **DBCompensation™ SOFTWARE License.** TRAINING NETWORK hereby grants LICENSEE a nonexclusive, nontransferable license to operate (but not to sublicense) the DBCompensation™ SOFTWARE on the computer platforms for which it was designed. Under this license, the DBCompensation™ SOFTWARE may be used with up to the number of employees specified in the EMPLOYEE COUNT in section 1 plus twenty percent.
- 3.2 **DBCompensation™ SOFTWARE License Termination.** TRAINING NETWORK may terminate this DBCompensation™ SOFTWARE License if LICENSEE breaches this AGREEMENT. Upon termination of the license, LICENSEE will not have access to the DBCompensation™ Internet Hosted SOFTWARE. If this AGREEMENT is terminated for any reason prior to the end of the INITIAL TERM, the license will automatically terminate. Except as provided herein, if this AGREEMENT is terminated after the end of the INITIAL TERM, and LICENSEE does not opt for self-renewing annual AGREEMENT provision, then the license and access to the Internet Hosted SOFTWARE shall terminate.
- 3.3 **Limitations on License.** LICENSEE may not: (a) disassemble, reverse engineer, decompile, modify, translate or create derivatives of the DBCompensation™ SOFTWARE; (b) operate the DBCompensation™ SOFTWARE in connection with any methodology other than the DBCompensation™ METHODOLOGY for which it was designed; or (c) permit any access to, or use of, the DBCompensation™ SOFTWARE by any third party. If LICENSEE violates provision (a) above, LICENSEE hereby quitclaims and assigns all intellectual property rights arising therefrom to TRAINING NETWORK and shall take all necessary steps to perfect TRAINING NETWORK'S title therein. No rights are granted except as expressly set forth in this AGREEMENT, and no right or forbearance may be construed under any theory of implication, estoppel or otherwise.
- 3.4 **Ownership of DBCompensation™ SOFTWARE and DBCompensation™ METHODOLOGY.** The DBCompensation™ SOFTWARE and DBCompensation™ METHODOLOGY are owned by JER HR GROUP AND TRAINING NETWORK and/or its affiliates. This AGREEMENT does not confer any ownership of the DBCompensation™ SOFTWARE or the DBCompensation™ METHODOLOGY to LICENSEE.

4. Support and Training

- 4.1 **Generally.** TRAINING NETWORK will provide the following support for the DBCompensation™ SOFTWARE licensed hereunder, in accordance with TRAINING NETWORK'S standard software support policies, as may be amended by TRAINING NETWORK from time to time in its sole discretion: (a) DBCompensation™ SOFTWARE UPDATES AND UPGRADES; (b) telephone and/or e-mail consultation on use of the DBCompensation™ SOFTWARE and DBCompensation™ METHODOLOGY; and (c) assistance in error isolation and correction.
- 4.2 **LICENSEE Support Obligations.** LICENSEE agrees to install UPDATES in a timely manner. LICENSEE agrees that if it does not comply with the provisions of this paragraph, it does so at its own risk. LICENSEE agrees to test and verify any suspected error or defect in the DBCompensation™ SOFTWARE and to report such errors or defects to TRAINING NETWORK in a timely manner. Upon request, LICENSEE agrees to provide TRAINING NETWORK with reasonable assistance in reproducing such errors or defects.
- 4.3 **Limitations.** TRAINING NETWORK'S support is limited to the DBCompensation™ SOFTWARE and DBCompensation™ METHODOLOGY, and does not cover hardware, operating systems, or third-party software.
- 4.4 **Training.** TRAINING NETWORK will provide training on the use of the DBCompensation™ SOFTWARE AND DBCompensation™ METHODOLOGY to LICENSEE as specified in section 1 of this AGREEMENT.
- 4.5 **Market Updates.** If LICENSEE has elected in section 1 to receive market updates, then 1) TRAINING NETWORK agrees to provide market updates to LICENSEE once per year during the term of this AGREEMENT, and 2) LICENSEE agrees to provide salary data to TRAINING NETWORK once per year during the term of this AGREEMENT. LICENSEE understands that said salary data will be included in a study which will be made available to clients of TRAINING NETWORK and/or its affiliates and that LICENSEE is not entitled to remuneration for the use of said salary data. TRAINING NETWORK agrees that it will make said salary data available only in a consolidated form using market averages and that it will not publish the details of any specific LICENSEE'S salary data. Salary data to be provided to TRAINING NETWORK by LICENSEE shall include the following: job titles used by LICENSEE, salaries associated with employees having said job titles and points associated with said job titles. Salary data will not include employee names.
- 4.6 **UPDATES and UPGRADES.** LICENSEE shall be entitled to UPDATES and UPGRADES to the DBCompensation™ SOFTWARE only if 1) this AGREEMENT remains in force, 2) the LICENSEE has not been notified that they are in breach of this AGREEMENT, and 3) all fees which are due to TRAINING NETWORK from LICENSEE have been paid.

5. Fees and Timing of Payments

- 5.1 **DBCompensation™ SOFTWARE License and Support Fee.** The Software License and Support Fee is based on the EMPLOYEE COUNT RANGE specified in section 1 and is a one-time fee due and payable at the signing of this AGREEMENT or a monthly fee due payable at the beginning of each month over the term of this agreement. This fee is non-refundable.
- 5.2 **MARKET UPDATE FEE.** The MARKET UPDATE FEE is based on a flat dollar amount as specified in section 1 and is due and payable upon completion of the update. If no MARKET UPDATE FEE is charged to LICENSEE, then no market update service will be provided to LICENSEE under this AGREEMENT.

6. Term and Termination of AGREEMENT

- 6.1 **Term.** This AGREEMENT will take effect upon the date specified above and will remain in effect for a minimum amount of time referred to as the INITIAL TERM of the AGREEMENT, as specified in section 1 of this AGREEMENT. This AGREEMENT will self-renew on an annual basis after the INITIAL TERM unless terminated by LICENSEE or TRAINING NETWORK.
- 6.2. **Termination.** Either LICENSEE or TRAINING NETWORK may terminate this AGREEMENT upon completion of the INITIAL TERM by a thirty (30) day written notice to the other party. TRAINING NETWORK may terminate this AGREEMENT at any time if LICENSEE breaches this AGREEMENT and fails to cure such breach within thirty (30) calendar days following notice of such breach.
- 6.3 **Survival of Obligations.** The following provisions will survive termination of this Agreement for any reason: (a) Sections 3.3, 4.3, 7.1, 7.2, 8.2, 8.3, 8.4 and 9 (all paragraphs); and (b) any provision that expressly indicates it will survive.

7. Confidentiality and Proprietary Notices

- 7.1 **Nondisclosure and Nonuse.** The DBCompensation™ SOFTWARE, the DBCompensation™ METHODOLOGY, and the details of the use, operation and performance thereof, are confidential to the JER HR GROUP, the TRAINING NETWORK and its affiliates. To the extent the analyses and outputs produced by the DBCompensation™ Software are or become subject to laws and regulations pertaining to privacy, consumer information, or otherwise, they may constitute confidential information of LICENSEE's salary administration program. LICENSEE may allow its employees and contractors ("personnel") access to confidential information provided that: (a) such access is limited to a "need to know" basis; (b) all such personnel are bound under confidentiality and non-use restrictions substantially similar to those contained herein; and (c) upon termination of any personnel, such personnel no longer retain access to any confidential information. LICENSEE may not use or disclose to any third party any confidential information associated with the DBCompensation™ SOFTWARE or the DBCompensation™ METHODOLOGY except as permitted by this AGREEMENT or as authorized by the prior written consent of TRAINING NETWORK.
- 7.2 **Proprietary Marks.** LICENSEE agrees not to alter, change, or remove from the DBCompensation™ SOFTWARE any proprietary mark of TRAINING NETWORK or its affiliates, including, patent, copyright, trade secret, trademark, or other intellectual property right notices.

8. Warranty; Indemnification

- 8.1 **Warranties.** TRAINING NETWORK warrants, during the term of this AGREEMENT, that: (a) the media on which the DBCompensation™ SOFTWARE is delivered, if any, is free from defects in workmanship and materials; and (b) the DBCompensation™ SOFTWARE licensed hereunder shall operate substantially in accordance with the specifications contained in the documentation accompanying the DBCompensation™ SOFTWARE. LICENSEE'S sole remedy for breach of the warranties shall be, at TRAINING NETWORK'S sole discretion: (i) replacement of the defective media; or (ii) modification of either the program code of the DBCompensation™ SOFTWARE or the associated documentation to bring them into compliance with each other.
- 8.2 **DISCLAIMER.** EXCEPT FOR THE PROVISIONS OF PARAGRAPH 8.1, NO REPRESENTATIONS OR WARRANTIES ARE MADE, OR MAY BE IMPLIED, WITH RESPECT TO THE SOFTWARE AND/OR ANY SERVICES PROVIDED HEREUNDER. TRAINING NETWORK SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TRAINING NETWORK, ITS DEVELOPERS AND AFFILIATES WILL NOT BE HELD LIABLE FOR ANY LIABILITY OR OUTCOME FROM LICENSEE'S USE OF THE DBCOMPENSATION™ SOFTWARE AS A MANAGEMENT SALARY ADMINISTRATION TOOL.

- 8.3. **HOLD HARMLESS.** LICENSEE SHALL HOLD TRAINING NETWORK, ITS DEVELOPERS, AND AFFILIATES HARMLESS FROM ANY LOSS OR CLAIM RESULTING DIRECTLY FROM AND ATTRIBUTABLE TO LICENSEE'S USE OR POSSESSION OF THE DBCOMPENSATION SOFTWARE AND SHALL REIMBURSE TRAINING NETWORK FOR THE LOSS CAUSED SOLELY BY LICENSEE'S USE OR POSSESSION OF THE DBCOMPENSATION SOFTWARE.
- 8.4 **LIMITATION ON LIABILITY.** EXCEPT FOR BREACHES OF SECTION 3.3, or 7.1, NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OR INTERRUPTION OF BUSINESS, LOSS OF USE OR DATA, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 9. General Terms**
- 9.1 **Assignment.** Licensee may not assign any right or delegate any obligation under this AGREEMENT, or transfer this AGREEMENT, without prior written consent of TRAINING NETWORK, and any such attempt shall be void.
- 9.2 **Waiver.** The failure of a party to enforce its rights with respect to a breach hereunder shall not constitute a waiver with respect to any other occurrence of breach. Except as otherwise specified, the rights and remedies of a party under this AGREEMENT are in addition to any other rights or remedies available at law or in equity
- 9.3 **Governing Law.** This AGREEMENT will be governed by the laws of the State of North Carolina, U.S.A., without regard to choice of law/conflict of law principles. Each party submits to the jurisdiction of the federal and state courts in Washington County, Arkansas, and agrees that any action brought in connection with this AGREEMENT shall be exclusively brought in such courts.
- 9.4 **Severability.** In the event that any provision of this AGREEMENT is found to be invalid or unenforceable, it will be enforced to the extent permissible and the remainder of this AGREEMENT shall remain in full force and effect.
- 9.5 **Modifications.** Any modification of this AGREEMENT must be in writing and executed by an authorized representative of both parties.
- 9.6 **Construction.** The headers of this AGREEMENT are for convenience only. The verb "to include" (and all variations thereof) shall not be construed as a term of limitation, unless expressly indicated by the context in which it is used.
- 9.7 **Compliance with Applicable Laws.** LICENSEE shall at all times comply with all applicable laws and regulations in using the DBCompensation™ SOFTWARE, and shall defend and hold harmless TRAINING NETWORK against any liability directly or indirectly resulting from LICENSEE's failure to comply with the foregoing.
- 9.8 **Notices.** LICENSEE shall send all communications to TRAINING NETWORK as follows: 1) technical communications to Technical Director of Software; and 2) business and legal communications to General Counsel; at TRAINING NETWORK, LLC, 6801 Pleasant Pines Drive, Raleigh, NC 27613, phone: 800-397-5215.
- 9.9 **Complete Agreement.** This AGREEMENT represents the complete agreement between TRAINING NETWORK and LICENSEE.

APPROVAL

AGENT ACKNOWLEDGES AND AGREES THAT: 1) AGENT IS AUTHORIZED TO ENTER INTO THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF THE LICENSEE AND 2) BY EXECUTING THIS AGREEMENT, LICENSEE IS LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT.

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

TRAINING NETWORK, LLC.

City of Bartlesville, OK



By:

By: _____

Name: Bruce Johanson

Name: _____

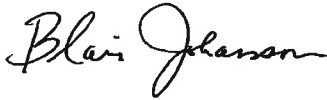
Title: Managing Consultant

Title: _____

Date: October 21, 2022

Date: _____

Witness:



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

An Resolution appropriating unbudgeted grant revenue for the Bartlesville Municipal Airport Fund for FY 2022-23.

Attachments:

An Resolution of the City of Bartlesville, appropriating unbudgeted grant revenue in the Bartlesville Municipal Airport Fund

II. STAFF COMMENTS AND ANALYSIS

The City has received an reimbursable FAA grant in the amount of \$504,038 for the reconstruction and expansion of the apron adjacent to the former FBO and rehab portions of the existing taxi lanes on the south half of the airport. These revenues must be appropriated prior to their use.

III. RECOMMENDED ACTION

Staff Recommends approval of the Resolution.

RESOLUTION _____

A RESOLUTION AMENDING THE BUDGET OF THE CITY OF BARTLESVILLE, OKLAHOMA FOR FISCAL YEAR 2022–2023, APPROPRIATING FAA GRANT REVENUE FOR MUNICIPAL AIRPORT FUND.

WHEREAS, THE City of Bartlesville has been awarded a reimbursable FAA Grant in the amount of \$504,038; and

WHEREAS, the City of Bartlesville needs to appropriate \$504,038 of these revenues prior to their expenditure;

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

The Airport Dept (147) of the Municipal Airport Fund (240) shall be increased as follows:

Other Improvements (55930)	\$ 504,038
----------------------------	------------

APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 5th DAY OF DECEMBER, 2022.

Mayor

Attest:

City Clerk

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

An Resolution appropriating unbudgeted sales tax revenue for the Legal Department in the General Fund for FY 2022-23.

Attachments:

An Resolution of the City of Bartlesville, appropriating unbudgeted sales tax revenue in the general fund

II. STAFF COMMENTS AND ANALYSIS

With the various pending litigations, arbitrations, and standard retainer fees for legal services, the Legal Department has exhausted all of their budgeted resources. While just under half of the year has passed, it is evident that more resources will be needed to make it through the end of the year. The City has seen very favorable trends in sales tax versus what was conservatively budgeted. The General Fund in particular is \$568K over budgeted anticipation. The City will need to appropriate some of this excess to cover legal fees that will arise the remainder of the year.

III. RECOMMENDED ACTION

Staff Recommends approval of the Resolution.

RESOLUTION _____

A RESOLUTION AMENDING THE BUDGET OF THE CITY OF BARTLESVILLE, OKLAHOMA FOR FISCAL YEAR 2022–2023, APPROPRIATING UNBUDGETED SALES TAX REVENUE FOR THE LEGAL DEPARTMENT IN THE GENERAL FUND.

WHEREAS, THE City of Bartlesville has unbudgeted revenue in well in excess of \$50,000; and

WHEREAS, the City of Bartlesville needs to appropriate \$50,000 of these revenues prior to their expenditure;

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

The Legal Dept (150) of the General Fund (101) shall be increased as follows:

Professional Services (52410)	\$ 50,000
-------------------------------	-----------

APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 5th DAY OF DECEMBER, 2022.

Mayor

Attest:

City Clerk

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Receive the 2021-2022 Annual Report for the Chickasaw Wastewater Treatment Plant

Attachments:

2021-2022 Veolia Water Annual Report

II. STAFF COMMENTS AND ANALYSIS

Veolia Water North America has been providing wastewater management, operation and maintenance services to the City of Bartlesville since 1986. Currently, Veolia operates the wastewater treatment plant and 20 lift stations. Attached is the annual report for these operations in accordance to the City's contract with Veolia. A few excerpts from the report are noted below.

- 2.492 billion gallons of wastewater was treated last fiscal year (July 2021 through June 2022);
- The daily average flow through the plant was 6.8 million gallons;
- Over 5.40 million gallons of Biosolids were land applied, which is equivalent to 868.2 dry tons of material;

The contract with Veolia is structured to share in savings for electrical, gas and chemical use as well as electrical power savings from the fine bubble diffuser system. The electrical, gas and chemical generated a savings of \$74,231.07, and the fine bubble diffuser system generated a savings of \$86,436.97. The maintenance ceiling established for the fiscal year, which is for repair/replacement of equipment, structures and vehicles, had a savings of \$3,316.18. Thus, the net rebate for the City's wastewater plant capital reserve fund is \$163,984.22.

III. RECOMMENDED ACTION

Staff recommends receipt of the annual report.

2021 – 2022 Veolia Water Annual Report



Prepared By:
Jonathon Roberts
Plant Manager II



TABLE OF CONTENTS

Section

EXECUTIVE SUMMARY

1 OPERATIONS

Operations Summary

2 LABORATORY

Laboratory Process Control

Septic Haulers

3 BIOSOLIDS

4 INDUSTRIAL WASTEWATER PRETREATMENT

5 MAINTENANCE

Major Corrective Maintenance

Items For Future Consideration

Anticipated Or Continued Projects

6 SAFETY AND TRAINING

APPENDICES

- A Annual Compliance Summary
- B Compensation Adjustment
- C Electrical Rate Analysis
- D Rebate Summary
- E Shared Savings
- F Fine Bubble Diffuser Savings
- G Maintenance Ceiling Reconciliation
- H Biosolids Land Application
- I Facility Organization Chart
- J Graphs

Precipitation Influence on Flow

Influent Flow

Effluent BOD

Effluent TSS

Effluent Ammonia

EXECUTIVE SUMMARY

Veolia Water North America Central – LLC (“Veolia”) is pleased to submit to the City of Bartlesville the 2021/2022 Chickasaw Wastewater Treatment Plant Annual Report.

Veolia has been providing management, operation and maintenance services to the City of Bartlesville since July 1, 1986 and stands ready to serve Bartlesville in the future.

We extend our sincere thanks to the City’s staff and Council for the continuing support and for this unique opportunity to serve the citizens of Bartlesville.

Some of the achievements and milestones during the year of July 2021 through June 2022 are:

- The Plant treated 2.492 billion gallons of wastewater.
- Over 5.40 Million gallons equivalent to 868.2 dry tons of anaerobically stabilized and digested Class B Biosolids were land applied.
- Monitored four permitted industries which are Significant Industrial Users (SIU’s).

1 - OPERATIONS

Operations direct responsibility is to safely operate the wastewater treatment facility and maintain compliance with the Oklahoma Pollution Discharge Elimination System (“OPDES”) discharge. Process decisions are based on data reviewed daily and from this data adjustments to various process units are made. Weekly Process Control meetings are held with the Plant, Operations, Maintenance and Laboratory managers, to predict and monitor changes in the different process areas, and coordinate equipment shutdowns for repair and maintenance.

Operations Summary

The Chickasaw WWTP experienced flows above the plant design of seven million gallons per day (7MGD) for 9 of the 12 months from July 1, 2021 through June 30, 2022.

Month	Monthly Average Flow (MGD)	Peak Daily Flow	Date of Peak Daily Flow (MGD)
Jul 2021	9.7	14.3	7/2/2021
Aug 2021	6.0	7.1	8/1/2021
Sep 2021	5.6	6.3	9/4/2021
Oct 2021	6.2	8.9	10/28/2021
Nov 2021	6.0	8.1	11/11/2021
Dec 2021	5.6	7.0	12/29/2021
Jan 2022	5.3	6.5	1/8/2022
Feb 2022	6.3	7.6	2/18/2022
Mar 2022	6.9	10.4	3/24/2022
Apr 2022	6.0	8.7	4/25/2022
May 2022	10.5	22.4	5/26/2022
Jun 2022	7.8	12.3	6/11/2022

Monthly average flows from July 1, 2021 to June 30, 2022 were 6.8 MGD. The monthly average flows for the previous three years were 8.0 MGD; 1,000,000 gallons/day over plant design flow capacity of 7 MGD.

Biochemical Oxygen Demand (“BOD”) is a term that refers to the relative oxygen consumption capability of organisms and chemicals combined. During the year, influent loadings on the plant averaged 10,609 pounds of BOD per day. Plant design is 10,000 pounds per day. Effluent quality averaged 6.60 mg/l or 396 pounds per day. The discharge permit limit for BOD monthly average is 10 mg/l and 583.8 pounds per day.

Total Suspended Solids (“TSS”) is a measure of non-filterable solid material in the influent and effluent. The influent loading averaged 12,488 pounds of TSS per day. Influent average design capacity is 11,700. Plant effluent quality averaged 5.61 mg/l or

350 pounds per day. The discharge permit limit for TSS monthly average is 15 mg/l and 875.7 pounds per day.

NH₃-N, Ammonia Nitrogen, is a measure of the common constituent within a wastewater system. The two most common sources of ammonia are human waste and biological degradation of organic material. To reduce ammonia to a more stable compound takes a neutral pH, a high amount of oxygen, and a controlled environment to grow a special bacterium for its reduction. The wastewater plant received an average of 901.9 pounds of ammonia per day. The plant effluent quality averaged 0.5 mg/l or 28.63 pounds per day. The discharge permit limit for NH₃-N monthly average is 2 mg/l and 116.8 pounds per day.

2 - LABORATORY

LABORATORY PROCESS CONTROL

The laboratory, operated by Veolia, performs analyses of soil, sludge, wastewater, upstream and downstream river samples and septic tank wastes. The laboratory provides consistent analysis for the daily process control tests to support decisions on the plant operations and procedures.

The laboratory utilizes a computerized laboratory data management program to provide analytical reports to management staff for process control of the plant.

The laboratory is required to perform biannual EPA proficiency testing to maintain status as a Certified Laboratory.

SEPTIC HAULERS

In the past year the plant has received 466,125 gallons of septic tank waste. This averages out to 38,844 gallons per month which is a 11.7% decrease from the previous year.

3 - BIOSOLIDS

BIOSOLIDS

A total of 1,072 loads equaling 5,400,000 gallons (868.2 Dry Tons) of biosolids averaging 3.83% solids was land applied from July 1, 2021 to June 30, 2022.

4 - INDUSTRIAL WASTEWATER PRETREATMENT

INDUSTRIAL WASTEWATER PRETREATMENT

The Industrial Waste Regulatory Program is focused on protecting the environment, capital facilities, personnel, and the local community from possible adverse effects of industrial waste discharge.

It is the role of Veolia Water to identify existing problems and notify the Director of Water Utilities to determine what administrative enforcement requirements are necessary and assist the industries to resolve all non-compliance issues which may arise.

At Present four facilities are permitted as Significant Industrial Users (SIU's).

R/3 Industrial
 Phillips 66 Technology
 Image First
 Wal-Mart Distribution Center

These SUIs were sampled and inspected on the following dates:

SIU	Sampled	Inspected
R/3 Industrial	6/28-29/22	6/28/22
Phillips 66 Technology	6/20-21/22	6/20/22
Image First	6/27-28/22	6/27/22
Wal-Mart Distribution Center	6/22-23/22	6/22/22

5 - MAINTENANCE

The purpose of the maintenance program at the Chickasaw WWTP is to perform routine preventive, predictive, and corrective maintenance on all equipment to maintain equipment performance and longevity. This is accomplished through a computerized maintenance management program. This enables the plant and lift stations to operate as designed and to keep repair costs at a minimum while operating on a fixed ceiling maintenance budget.

Veolia has established corporate purchasing agreements with major providers of parts, materials, equipment and chemicals for operations, maintenance and repairs at substantial discounts. These discounts are passed on directly to the City as an added value.

Unusual and/or unanticipated maintenance expenditures for the year were:

- T-Bars in Siphon #3. We removed them and sent them to SMC. We hadn't realized the condition of them until the drain, clean, and inspection was going on. All is well and back into service now.
- Thermo-pneumatic valve on Heat Exchanger #1 replaced after rebuild failed.
- New rodder machine for scum pit purchased to replace old unreliable one.
- Backup Hillcrest, Virginia, and Golf Course pump.

Major Work Orders Completed this year include:

July 2021

- Non-pot water leak between primaries 1 & 2 dug up and capped.
- Hughes Fisher line punctured during SCADA pole setting.
- New cameras installed on top of digesters to view lids.
- Sent Tuxedo pump #2 shaft to SMC. Rebuilt and reinstalled.

August 2021

- Installed new sprockets on Primary Clarifier #1.
- Replace hose on hose pump #3.
- Replaced shear bolt on Limestone valve after it stuck closed.

- Week long sample event for the plant upgrade.

September 2021

- Replace cable on #1 siphon and bridal on #3 siphon
- Replaced starter on Magnum.
- Replaced DAF hose in hose pump after a hole formed.
- Drain, clean, and inspection on the DAF. Replaced chain and reinstalled 7 fights.
- Put new assembly in service for Nebraska pump #2.

October 2021

- Installed new flapper valve on Nebraska pump #2
- Mixing Pump #2 pulled and rebuilt.
- Drilled and tapped out nipple for pressurizing tank (DAF)
- Rebuilt Magnum.
- Installed new methane lines to eliminate the use of natural gas.
- Welded up on the feed distribution lines on the Calumet.

November 2021

- Fixed scum bars on #2 siphon after getting caught and broken.
- Vac'd out scum pit.
- Repaired the east influent gate and rebuilt the east grit chamber. (in service)
- Repaired the west influent gate and rebuilt the west grit chamber. (in service)

December 2021

- Replace effluent pumps #1 & 2 diaphragm valves.
- Rebuilt Tuxedo pump #1 and put into service.
- Took burner out of Heat Exchanger #1 and cleaned.
- Replace cable on #3 siphon.
- Replace #1 primary hose pump hose.
- Lovejoy replaced on primary #3 drive motor.
- Bridal changed out on siphon #1

January 2022

- Drain, clean, and inspect siphon #3. T-bars taken to SMC for repair.
- Repair level tape for primary digester #2.
- Rebuilt Raw pump #1. (bearings, seals, and mechanical seal)
- Removed gate that had fallen causing short circuiting in siphon #3

February 2022

- Installed new water pump on Shawnee L/S generator after rebuild.
- Vac'd out scum pit.
- Replaced radiator on Magnum pump.
- Installed a new generator at Comanche L/S.
- Installed a new polymer scale in the belt room.

March 2022

- Replace thermo-pneumatic valve on heat exchanger #1.
- Installed new hydroranger and transducer in Hughes Fisher L/S.
- Rebuild gearbox on electric eel rodder after the clutch failed. (ordered new rodder)
- Change out the gas regulator valve for heat exchanger #2.
- Replaced Golf Course generator engine controller.
- Replaced the belt on the Gravity Belt Thickener.

April 2022

- Replace clutch master slave cylinder on big crane truck.
- Drill out holes on heat exchanger #1 to increase flame size.
- Replaced hydraulic line on the influent channel monster that blew.
- Replaced bearings and lovejoy coupler on effluent pump #3.

May 2022

- Shawnee pump #3 dropped the impeller bolt. Replaced and torqued to specs.
- Replace love joy on pump #1 at Shawnee L/S
- Replaced main motor oil seal for ex mark mower.
- Drain, clean, and inspect clarifier #4 during the RAS relocation project.
- Replaced pump assembly on Nebraska pump #1.

June 2022

- Vac'd out the scum pit.
- Replaced bearing on blower #3 inlet side.
- Cable replaced on siphon #3 after Sunday night callout.
- Rebuilt starter on Herrick generator.
- Rebuilt housing for Silverlake and Nebraska L/S for the shelf.
- Repainted the Tuxedo L/S buildings, barricades, stairs, and hydrants.
- Tuxedo pump #2 had a seal fail. When isolating the inlet valve it failed. (waiting on new on to arrive)
- Change out all wear shoes on primary clarifier #3.

ITEMS FOR FUTURE CONSIDERATION

Many items that could be listed here are being addressed in the future plant upgrade, which is currently in the engineering phase.

ANTICIPATED OR CONTINUED PROJECTS FOR 2022-2023

The following projects will require significant amounts of man-hours and or dollars to complete. They will be prioritized and completed as current available resources will allow.

- Rebuild all 3 RAS pumps and WAS #1. (Bearings, seals, and mechanical seal)
- Replace inlet gate valve on Tuxedo pump #2 then rebuild.

- Replace all chain on Primary clarifier #3 and 25 flights. Also the main drive sprocket and chain.
- Replace generator at Virginia and Walmart L/S's.

CAPITAL BUDGET ITEMS FOR FY 2022-2023

- Replace the Golf Course L/S Panel
- Purchase a new Calumet and Tractor for land application of biosolids.
- Purchase a new generator for Virginia and Walmart L/S's.
- Replace tanker on old semi. Keeping day cab
- Engineering and design for WWTP upgrade.

6 - Safety

Safety is the number one priority at Veolia Water. Through daily safety reminders and monthly safety training, personnel are made aware of the proper procedures to follow and equipment to use to reduce the potential for a safety incident.

At the end of June 2022, the employees at the Chickasaw WWTP have worked a total of 5 years and 1 month with no lost time accidents to report.

- Employees are provided with hard hats, safety shoes, and safety glasses, and are required to wear personal protective equipment at all times while at the workplace. In addition, other safety and protective devices are provided, including but not limited to rubber boots, gloves, suits, self-contained breathing apparatus, and abatement equipment for hazardous chemical spills and leaks.
- Annual audits are conducted at the facility to monitor the safety program and to identify potential safety hazards. Monthly inspections are also conducted to assure compliance with safety policies and procedures.
- Housekeeping is a top priority at the Chickasaw WWTP to reduce and eliminate possible safety hazards

TRAINING

Operations, Maintenance and Safety training is of paramount importance to maintain a proficient and productive workforce for the City's facilities.

The quality of wastewater treatment is directly related to the qualifications, competence, and commitment of our staff. We place a strong emphasis on employee training to ensure and provide the City of Bartlesville with a quality operation.

In 2021-2022, over 409 hours of training were provided to the Chickasaw Wastewater Treatment Plant staff. That equates to 37 hours of training per person.

Training Hours

Safety Training – 274 Hrs.

Technical & Other Training – 135 Hrs.

APENDICE

A

ANNUAL COMPLIANCE SUMMARY

Annual Compliance Summary

	EFFLUENT Flow (mgd)	*Eff BOD (lbs/d)	Chl Eff BOD (mg/l)	7 Day BOD Average	*Eff TSS (lbs/d)	Chl Eff TSS (mg/l)	7 Day TSS Average	*EFF NH3 (lbs/d)	Chl Eff NH3 (mg/l)	7 Day NH3-3 Avg.	Eff pH	DECHLOR EFF MAX CL2 RES.	Fec Colif (#/100ml)
Month	mgd	lbs/d	mg/l	mg/l	lbs/d	mg/l	mg/l	lbs/d	mg/l	mg/l	SU	mg/l	#/100ml
Jul 2021	9.717	923	10.53	9.7	924	10.40	9.7	72.94	0.81	0.78	7.02	0.04	
Aug 2021	6.023	419	8.36	8.4	241	4.81	4.8	36.81	0.72	0.77	6.72	0.03	
Sep 2021	5.551	242	5.30	5.5	211	4.61	4.7	6.12	0.13	0.14	6.64	0.05	
Oct 2021	6.197	264	5.09	5.1	322	6.16	6.2	13.27	0.24	0.24	6.72		
Nov 2021	5.982	320	6.42	6.2	331	6.66	6.5	16.19	0.32	0.28	6.65		
Dec 2021	5.545	373	7.86	7.9	316	6.71	6.8	24.02	0.49	0.51	6.67		
Jan 2022	5.304	380	8.66	8.8	311	7.10	7.2	21.54	0.49	0.51	6.68		
Feb 2022	6.291	313	6.06	6.1	243	4.70	4.8	27.12	0.52	0.52	6.67		
Mar 2022	6.930	320	5.63	5.6	164	2.79	2.8	28.87	0.53	0.51	6.78		
Apr 2022	5.975	194	3.87	3.9	114	2.26	2.3	11.30	0.22	0.22	7.05		
May 2022	10.517	709	7.24	7.3	820	8.30	8.8	34.18	0.32	0.34	7.00	0.06	
Jun 2022	7.791	297	4.43	4.6	202	2.81	2.8	51.16	0.79	0.77	6.93	0.05	
Minimum	5.304	194	3.87	3.9	114	2.26	2.3	6.12	0.13	0.14	6.64	0.03	
Maximum	10.517	923	10.53	9.7	924	10.40	9.7	72.94	0.81	0.78	7.05	0.06	
Total	81.823	4,755	79.45	79.0	4,198	67.31	67.4	343.52	5.59	5.57	81.55	0.22	
Average	6.819	396	6.62	6.6	350	5.61	5.6	28.63	0.47	0.47	6.79	0.05	
Permit	*7.0	583.8	10	15	875.7	15	22.5	116.8	2	3	6.5-9.0	0.1	200 M Avg 400 Day Max

APENDICE

B

COMPENSATION ADJUSTMENT

2022 - 2023
 Veolia Water North America
 Bartlesville, Oklahoma
 COMPENSATION ADJUSTMENT

Compensation Adjustment

CPI - U (All Items Index, 1967=100)
 Per Bureau of Labor Statistics

Feb-22	849.887
Feb-21	787.872
Rate of Change:	62.015
Percent Change:	7.871%

Electrical Rate of Change		Cost / KWH
\$/KWH	Mar 2021 - Feb 2022	0.07457
\$/KWH	Mar 2020 - Feb 2021	0.06035
Rate Change	0.01422	
% Change	23.568%	

INDEX	WEIGHT	CHANGE	WEIGHTED
CPI-U	75%	7.871%	5.903%
ELECTRICAL	25%	23.568%	5.892%

% ANNUAL INCREASE / DECREASE	11.795%
ANNUAL SERVICE FEE (July 2021)	\$2,367,984.60
ANNUAL BASE FEE INCREASE / DECREASE	\$279,310.47
ANNUAL SERVICE FEE (July 2022)	\$2,647,295.07
MONTHLY SERVICE FEE (July 2022)	\$220,607.92

MAINTENANCE CEILING ADJUSTMENT

July 2021 - June 2022:	\$164,992.23
% CPI CHANGE:	7.871%
INCREASE:	\$12,986.87
2022 - 2023 ANNUAL CEILING:	\$177,979.10
MONTHLY CEILING MAINTENANCE: (July 2022 - June 2023)	\$14,831.59

Electrical rate = total electrical cost/total Kwh.

APENDICE

C

ELECTRICAL RATE ANALYSIS

Electrical Rate 2021-2022

Lift Electric	Maple		Limestone Basin		8th St.		12th Pl.		Comanche		Shawnee	
21-Mar	8316	\$449.90	31	\$38.14	424	\$63.19	71	\$25.10	364	\$59.49	37560	\$2,654.01
21-Apr	5337	\$319.31	34	\$38.40	222	\$50.94	13	\$21.55	262	\$53.44	22680	\$1,745.86
21-May	6824	\$400.23	29	\$38.12	357	\$63.86	307	\$43.78	289	\$58.76	44880	\$4,265.09
21-Jun	6572	\$560.41	32	\$38.70	268	\$57.17	146	\$31.68	293	\$59.05	32040	\$3,025.80
21-Jul	7479	\$633.87	30	\$38.55	210	\$52.83	27	\$22.75	271	\$57.40	32880	\$3,208.09
21-Aug	3606	\$320.21	28	\$38.39	161	\$49.17	8	\$21.33	147	\$48.12	15960	\$1,536.80
21-Sep	2682	\$245.85	28	\$38.40	157	\$49.03	4	\$21.03	153	\$48.73	13200	\$1,158.11
21-Oct	2602	\$242.00	27	\$38.36	172	\$51.77	4	\$22.51	155	\$50.56	16320	\$1,409.02
21-Nov	2716	\$210.55	29	\$40.96	231	\$55.71	3	\$22.45	222	\$55.10	20880	\$1,623.41
21-Dec	2889	\$218.79	32	\$41.16	245	\$58.84	5	\$22.53	221	\$56.69	23640	\$2,092.42
22-Jan	3286	\$272.54	23	\$40.59	246	\$56.79	10	\$21.43	304	\$61.49	19800	\$1,613.05
22-Feb	3035	\$253.57	21	\$37.83	252	\$57.30	13	\$21.68	276	\$59.25	22680	\$2,001.07

Lift Electric	Golf Course		HC		DP		Tuxedo		Hughes Fisher		Polaris	
21-Mar	19290	\$1,302.93	16698	\$891.43	685	\$79.26	34320	\$2,534.58	2182	\$160.44	1347	\$118.38
21-Apr	10129	\$764.63	8281	\$474.89	328	\$57.55	14460	\$1,149.93	1414	\$123.01	1053	\$102.87
21-May	15262	\$1,286.95	10851	\$906.97	624	\$83.90	36960	\$3,612.32	1001	\$112.19	1347	\$138.17
21-Jun	11278	\$1,043.22	12691	\$1,055.97	438	\$69.94	24240	\$2,343.58	990	\$111.36	1298	\$134.49
21-Jul	12098	\$1,096.63	13023	\$1,082.86	379	\$65.50	16980	\$1,674.20	707	\$90.12	1583	\$156.37
21-Aug	5467	\$566.54	4170	\$444.96	204	\$52.42	12240	\$1,025.72	866	\$102.20	1299	\$134.78
21-Sep	5013	\$506.44	4311	\$471.81	213	\$53.30	11040	\$1,029.01	511	\$76.02	1494	\$150.97
21-Oct	7700	\$673.07	7429	\$664.84	270	\$58.58	13500	\$1,135.89	736	\$91.01	2574	\$202.38
21-Nov	7414	\$612.95	6519	\$575.86	595	\$80.86	15300	\$1,216.67	933	\$104.17	1883	\$161.49
21-Dec	7659	\$692.59	6150	\$601.92	324	\$65.03	15960	\$1,364.16	1021	\$119.77	1661	\$164.49
22-Jan	6260	\$553.19	5241	\$477.27	314	\$62.30	13440	\$1,110.77	1001	\$117.90	1433	\$149.20
22-Feb	7249	\$685.29	6387	\$618.23	305	\$61.62	15900	\$1,492.27	939	\$112.98	1426	\$148.89

APENDICE

D

REBATE SUMMARY

21/22 Rebate Summary

Shared Savings = **\$74,231.07**

	Total	City's Share(75%)	Units Saved	Cost	Rate
Elect. Plant	\$44,701.36	\$33,526.02	607,600	\$202,112.55	\$0.07357
Elect. Pump	\$21,490.64	\$16,117.98	215,226	\$92,101.45	\$0.09985
Chlorine	\$4,288.88	\$3,216.66	6000	\$5,718.50	\$0.71481
Sulfur Dioxide	\$2,344.92	\$1,758.69	3850	\$1,309.50	\$0.6091
Natural Gas	\$20,154.98	\$15,116.24	2083.983	\$9,967.35	\$9.67
Polymer (Sludge)	\$5,993.97	\$4,495.48	2742.8	\$31,469.00	\$2.19
Polymer (Process)	\$0	\$0	0	\$0	\$0
Antifoam	\$0	\$0	0	\$0	\$0
Total	\$98,974.76	\$74,231.07			

Fine Bubble Diffuser Savings = **\$86,436.97**

	21/22 KWH		Savings
	Reduction	%	Cost / KWH
Jul-21	105,300	46.0%	\$7,265.17
Aug-21	104,900	47.3%	\$7,380.55
Sep-21	84,500	40.4%	\$5,604.55
Oct-21	91,600	41.2%	\$6,397.44
Nov-21	83,600	39.1%	\$5,519.77
Dec-21	93,300	41.0%	\$7,122.52
Jan-22	94,700	40.2%	\$6,882.04
Feb-22	84,800	40.0%	\$6,309.20
Mar-22	93,900	40.4%	\$7,440.07
Apr-22	101,900	44.5%	\$8,087.70
May-22	120,700	50.2%	\$9,670.12
Jun-22	109,000	48.4%	\$8,757.82

Totals 1,168,200 **\$86,436.97**

Maintenance Ceiling Budget= \$164,992.20

Maintenance Ceiling Cost = **\$161,676.02**

Maintenance Surplus = **\$3,316.18**

Totals

\$74,231.07	Shared Savings
\$86,436.97	Fine Bubble Diffuser Savings
\$3,316.18	Repair and Maintenance

\$163,984.22 Balance Due to BARTLESVILLE for under spending on Ceiling Maintenance, shared savings, and fine bubble diffuser savings.

APENDICE

E

SHARED SAVINGS

	Total	City's Share(75%)	Units Saved	Cost	Rate
Elect. Plant	\$44,701.36	\$33,526.02	607600	\$202,112.55	\$0.07357
Elect. Pump	\$21,490.64	\$16,117.98	215226	\$92,101.45	\$0.09985
Chlorine	\$4,288.88	\$3,216.66	6000	\$5,718.50	\$0.71481
Sulfur Dioxide	\$2,344.92	\$1,758.69	3850	\$1,309.50	\$0.6091
Natural Gas	\$20,154.98	\$15,116.24	2083.983	\$9,967.35	\$9.67
Polymer (Sludge)	\$5,993.97	\$4,495.48	2742.8	\$31,469.00	\$2.19
Polymer (Process)	\$0.00	\$0.00	0	\$0.00	\$0.00
Antifoam	\$0.00	\$0.00	0	\$0.00	
Total	\$98,974.76	\$74,231.07			

Walmart		Covington		Maple		Limestone Basin		8th St.		12th Pl.		Comanche	
1440	\$147.32	1242	\$130.28	7479	\$633.87	30	\$38.55	210	\$52.83	27	\$22.75	271	\$57.40
1040	\$117.81	1116	\$121.02	3606	\$320.21	28	\$38.39	161	\$49.17	8	\$21.33	147	\$48.12
1040	\$117.22	1323	\$137.93	2682	\$245.85	28	\$38.40	157	\$49.03	4	\$21.03	153	\$48.73
1200	\$130.42	1431	\$136.60	2602	\$242.00	27	\$38.36	172	\$51.77	4	\$22.51	155	\$50.56
1200	\$126.15	1667	\$149.19	2716	\$210.55	29	\$40.96	231	\$55.71	3	\$22.45	222	\$55.10
1360	\$134.06	1725	\$168.74	2889	\$218.79	32	\$41.16	245	\$58.84	5	\$22.53	221	\$56.69
1360	\$149.00	1683	\$165.47	3286	\$272.54	23	\$40.59	246	\$56.79	10	\$21.43	304	\$61.49
1280	\$141.71	1549	\$156.91	3035	\$253.57	21	\$37.83	252	\$57.30	13	\$21.68	276	\$59.25
1360	\$147.21	1449	\$156.13	3838	\$306.28	17	\$37.51	218	\$55.42	13	\$21.73	206	\$54.40
1440	\$158.70	1501	\$159.73	3755	\$315.79	30	\$38.65	210	\$54.73	13	\$21.73	156	\$50.14
1440	\$159.16	1573	\$189.92	5560	\$440.73	28	\$38.49	336	\$69.43	29	\$23.44	273	\$63.33
1360	\$172.17	1120	\$145.42	6897	\$750.22	29	\$38.92	193	\$55.59	16	\$22.17	150	\$51.42

Shawnee		Golf Course		HC		DP		Tuxedo		Hughes Fisher		Polaris	
32880	\$3,208.09	12098	\$1,096.63	13023	\$1,082.86	379	\$65.50	16980	\$1,674.20	707	\$90.12	1583	\$156.37
15960	\$1,536.80	5467	\$566.54	4170	\$444.96	204	\$52.42	12240	\$1,025.72	866	\$102.20	1299	\$134.78
13200	\$1,158.11	5013	\$506.44	4311	\$471.81	213	\$53.30	11040	\$1,029.01	511	\$76.02	1494	\$150.97
16320	\$1,409.02	7700	\$673.07	7429	\$664.84	270	\$58.58	13500	\$1,135.89	736	\$91.01	2574	\$202.38
20880	\$1,623.41	7414	\$612.95	6519	\$575.86	595	\$80.86	15300	\$1,216.67	933	\$104.17	1883	\$161.49
23640	\$2,092.42	7659	\$692.59	6150	\$601.92	324	\$65.03	15960	\$1,364.16	1021	\$119.77	1661	\$164.49
19800	\$1,613.05	6260	\$553.19	5241	\$477.27	314	\$62.30	13440	\$1,110.77	1001	\$117.90	1433	\$149.20
22680	\$2,001.07	7249	\$685.29	6387	\$618.23	305	\$61.62	15900	\$1,492.27	939	\$112.98	1426	\$148.89
23400	\$2,278.76	9507	\$917.81	8200	\$812.74	308	\$63.08	16680	\$1,647.05	915	\$114.68	1577	\$165.00
27000	\$2,476.32	9202	\$897.04	8309	\$811.10	288	\$61.37	21600	\$2,131.09	1020	\$123.59	1408	\$153.31
44160	\$5,085.69	16463	\$1,758.63	11996	\$1,386.39	556	\$90.76	35220	\$4,159.19	1156	\$148.89	1342	\$166.92
26280	\$3,092.03	11990	\$1,398.81	10649	\$1,253.88	345	\$70.32	11220	\$1,157.49	533	\$88.56	1599	\$192.67

Natural Gas	MCF	Baseline	Delta	21/22 Cost	Rate	Plant		Nebraska		Woodland	
Jul-21	139.960	129.927	-10.033	\$955.84	6.83	137.11	\$760.67	2.748	\$51.62	0.000	\$21.18
Aug-21	188.983	134.551	-54.432	\$1,425.91	7.55	187.861	\$1,247.28	0.816	\$32.61	0.204	\$23.38
Sep-21	170.050	176.922	6.872	\$1,304.59	7.67	168.93	\$1,128.08	0.611	\$30.19	0.509	\$26.61
Oct-21	174.161	168.566	-5.595	\$1,355.04	7.78	173.242	\$1,162.46	0.715	\$31.43	0.000	\$21.11
Nov-21	6.590	298.246	291.656	\$302.63	45.92	3.672	\$125.41	0.510	\$30.05	0.306	\$24.95
Dec-21	37.613	307.03	269.417	\$617.59	16.42	20.703	\$250.32	10.199	\$182.13	0.102	\$22.33
Jan-22	106.209	452.702	346.493	\$1,033.48	9.73	78.913	\$700.09	0.816	\$0.00	0.102	\$22.36
Feb-22	94.571	321.293	226.722	\$963.77	10.19	85.022	\$745.69	0.513	\$0.00	0.000	\$21.11
Mar-22	77.942	438.116	360.174	\$885.79	11.36	66.758	\$654.32	0.516	\$0.00	0.000	\$21.11
Apr-22	27.160	313.321	286.161	\$506.15	18.64	24.518	\$348.52	0.616	\$0.00	0.923	\$34.60
May-22	3.674	242.732	239.058	\$296.08	80.59	2.858	\$135.05	0.510	\$11.22	0.000	\$21.11
Jun-22	3.690	131.18	127.490	\$320.48	86.85	2.46	\$132.37	0.410	\$29.71	0.102	\$22.60

Silver Lake		Walmart		Limestone		Maple		Covington	
0.000	\$21.18	0	\$18.91	0.000	\$36.84	0.000	\$21.18	0.102	\$24.26
0.000	\$21.51	0	\$18.91	0.000	\$36.84	0.000	\$21.18	0.102	\$24.20
0.000	\$21.44	0	\$18.91	0.000	\$36.77	0.000	\$21.11	0.000	\$21.48
0.000	\$21.44	0	\$18.91	0.000	\$36.77	0.000	\$21.11	0.204	\$25.90
0.000	\$21.11	2	\$34.82	0.000	\$36.77	0.000	\$21.11	0.102	\$24.32
0.000	\$21.44	1	\$18.91	5.507	\$76.63	0.000	\$21.11	0.102	\$24.72
0.000	\$21.44	3	\$31.82	23.378	\$214.46	0.000	\$21.44	0.000	\$21.87
0.000	\$21.77	0	\$18.91	8.420	\$105.89	0.616	\$28.91	0.000	\$21.49
0.000	\$21.77	2	\$34.82	8.358	\$107.29	0.310	\$25.00	0.000	\$21.48
0.103	\$23.58	1	\$18.91	0.000	\$37.95	0.000	\$21.11	0.000	\$21.48
0.000	\$21.79	0	\$18.91	0.000	\$38.54	0.204	\$24.48	0.102	\$24.98
0.000	\$22.12	0	\$18.91	0.000	\$38.56	0.615	\$30.82	0.103	\$25.39

Polymer	Lbs	Baseline	Delta	21/22 Cost	Rate
Jul-21	1800	1800	0	\$3,258.00	1.8100
Aug-21	1800	0	-1800	\$3,675.00	2.0417
Sep-21	0	0	0	\$0.00	0.0000
Oct-21	1800	0	-1800	\$4,015.50	2.2308
Nov-21	0	1350	1350	\$0.00	0.0000
Dec-21	0	4092.8	4092.8	\$0.00	0.0000
Jan-22	1800	1350	-450	\$3,858.00	2.1433
Feb-22	0	1350	1350	\$0.00	0.0000
Mar-22	1800	1800	0	\$4,124.50	2.2914
Apr-22	1800	1800	0	\$4,152.00	2.3067
May-22	1800	1800	0	\$4,188.00	2.3267
Jun-22	1800	1800	0	\$4,198.00	2.3322
	14400	17142.8	2742.8	\$31,469.00	\$2.19

Chlorine	lbs	Baseline	Delta	21/22 Cost	Rate
Jul-21	2000	4000	2000	\$1,290.50	\$0.65
Aug-21	2000	2000	0	\$1,308.00	\$0.65
Sep-21	0	0	0	\$0.00	\$0.00
Oct-21	0	0	0	\$0.00	\$0.00
Nov-21	0	0	0	\$0.00	\$0.00
Dec-21	0	0	0	\$0.00	\$0.00
Jan-22	0	0	0	\$0.00	\$0.00
Feb-22	0	0	0	\$0.00	\$0.00
Mar-22	0	2000	2000	\$0.00	\$0.00
Apr-22	0	0	0	\$0.00	\$0.00
May-22	4000	4000	0	\$3,120.00	\$0.78
Jun-22	0	2000	2000	\$0.00	\$0.00
	8000	14000	6000	\$5,718.50	\$0.71
Sulfur Dioxide	lbs	Baseline	Delta	21/22 Cost	Rate
Jul-21	0	0	0	\$0.00	\$0.00
Aug-21	2000	2000	0	\$1,200.00	\$0.60
Sep-21	0	0	0	\$0.00	\$0.00
Oct-21	0	0	0	\$0.00	\$0.00
Nov-21	0	0	0	\$0.00	\$0.00
Dec-21	0	0	0	\$0.00	\$0.00
Jan-22	0	0	0	\$0.00	\$0.00
Feb-22	0	0	0	\$0.00	\$0.00
Mar-22	0	2000	2000	\$0.00	\$0.00
Apr-22	0	0	0	\$0.00	\$0.00
May-22	0	2000	2000	\$0.00	\$0.00
Jun-22	150	0	-150	\$109.50	\$0.73
					\$0.00
	2150	6000	3850	\$1,309.50	\$0.61

APENDICE

F

FINE BUBBLE DIFFUSER SAVINGS

Fine Bubble Diffuser Savings

BASELINE

2001 BLOWER ELECTRICAL COST			
2001 Month	Blower KWH	Actual \$/KWH	Monthly \$Cost
Jan-01	235,800	\$0.0494993	\$11,671.93
Feb-01	211,900	\$0.0578418	\$12,256.67
Mar-01	232,700	\$0.0597276	\$13,898.61
Apr-01	229,000	\$0.0607310	\$13,907.40
May-01	240,400	\$0.0601067	\$14,449.64
Jun-01	225,000	\$0.0564393	\$12,698.84
Jul-01	228,800	\$0.0560895	\$12,833.28
Aug-01	222,000	\$0.0571088	\$12,678.15
Sep-01	208,900	\$0.0282903	\$5,909.84
Oct-01	222,400	\$0.0276361	\$6,146.26
Nov-01	213,600	\$0.0281237	\$6,007.22
Dec-01	227,800	\$0.0329580	\$7,507.83
Totals	2,698,300	\$0.5745519	\$129,965.66
Average	224,858	\$0.0478793	\$10,830.47

2022 BLOWER ELECTRICAL COST

ACTUAL YTD			
2022 Month	Blower KWH	Actual \$/KWH	Monthly \$Cost
Jan-22	141,100	0.072672	\$10,254.02
Feb-22	127,100	0.074401	\$9,456.37
Mar-22	138,800	0.079234	\$10,997.68
Apr-22	127,100	0.079369	\$10,087.80
May-22	119,700	0.080117	\$9,590.00
Jun-22	116,000	0.080347	\$9,320.25
Jul-21	123,500	0.068995	\$8,520.88
Aug-21	117,100	0.070358	\$8,238.92
Sep-21	124,400	0.066326	\$8,250.95
Oct-21	130,800	0.069841	\$9,135.20
Nov-21	130,000	0.066026	\$8,583.38
Dec-21	134,500	0.07634	\$10,267.73
Totals	1,530,100		\$112,703.19
Average	127,508	\$0.073669	\$9,391.93

KWH & COST SAVINGS

21/22 KWH Reduction	%	Savings @ 21/22 Cost / KWH
Jan	40.2%	\$6,882.04
Feb	40.0%	\$6,309.20
Mar	40.4%	\$7,440.07
Apr	44.5%	\$8,087.70
May	50.2%	\$9,670.12
Jun	48.4%	\$8,757.82
Jul	46.0%	\$7,265.17
Aug	47.3%	\$7,380.55
Sep	40.4%	\$5,604.55
Oct	41.2%	\$6,397.44
Nov	39.1%	\$5,519.77
Dec	41.0%	\$7,122.52
	43.2%	
Total \$ Savings =		\$86,436.97
1,168,200	=	YTD KWH SAVED

APENDICE

G

MAINTENANCE CEILING

(Repair & Maintenance)

RECONCILIATION

Bartlesville R & M BUDGET 2021-2022

	ACTUAL	BUDGETED	Monthly Running Total
Early Posting			\$ -
Jul-21	\$ 7,802.43	\$ (13,749.35)	\$ (5,946.92)
Aug-21	\$ 3,901.17	\$ (13,749.35)	\$ (9,848.18)
Sep-21	\$ 18,477.84	\$ (13,749.35)	\$ 4,728.49
Oct-21	\$ 12,667.36	\$ (13,749.35)	\$ (1,081.99)
Nov-21	\$ 13,651.45	\$ (13,749.35)	\$ (97.90)
Dec-21	\$ 18,239.64	\$ (13,749.35)	\$ 4,490.29
Jan-22	\$ 7,332.73	\$ (13,749.35)	\$ (6,416.62)
Feb-22	\$ 11,932.23	\$ (13,749.35)	\$ (1,817.12)
Mar-22	\$ 4,912.97	\$ (13,749.35)	\$ (8,836.38)
Apr-22	\$ 15,430.62	\$ (13,749.35)	\$ 1,681.27
May-22	\$ 9,165.93	\$ (13,749.35)	\$ (4,583.42)
Jun-22	\$ 49,605.84	\$ (13,749.35)	\$ 35,856.49
Trailing	\$ (11,444.19)		\$ (11,444.19)
	\$ 161,676.02	\$ (164,992.20)	\$ (3,316.18)
	% of budget spent	98%	

APENDICE

H

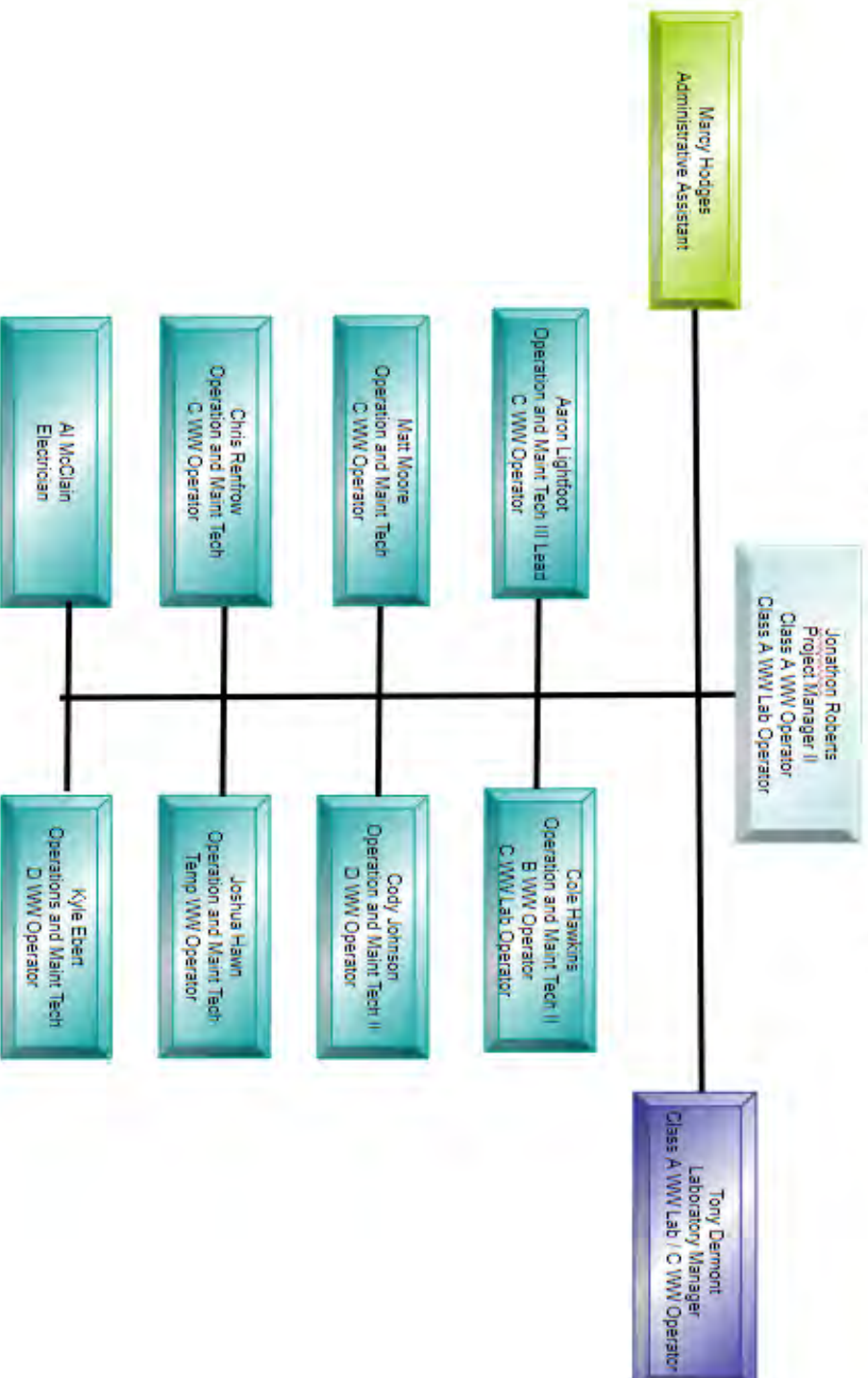
BIOSOLIDS LAND APPLICATION

APENDICE

I

FACILITY ORGANIZATION CHART

VEOLIA WATER CHICKASAW WASTEWATER PROJECT BARTLESVILLE, OKLAHOMA



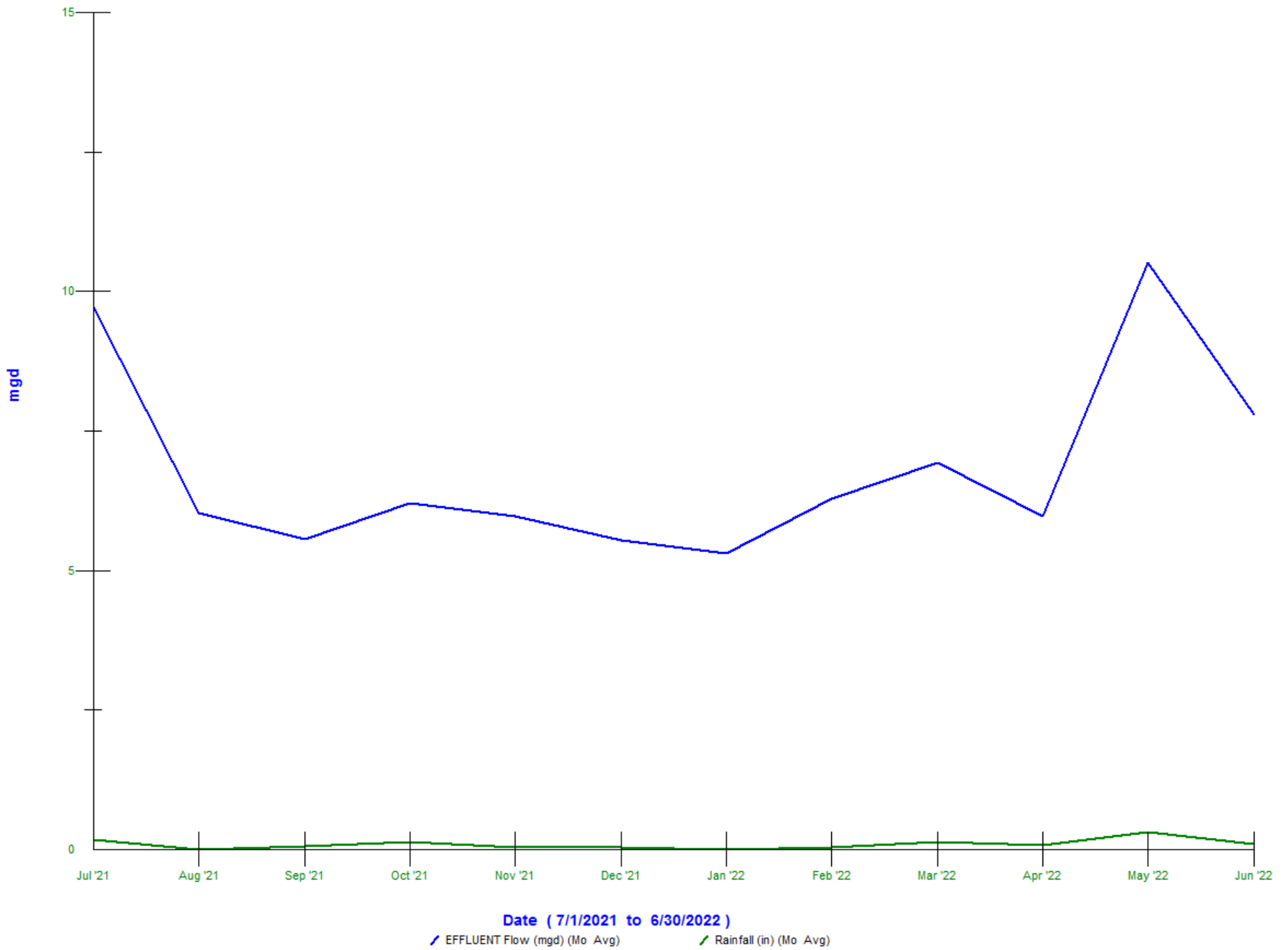
APENDICE

J

GRAPHS

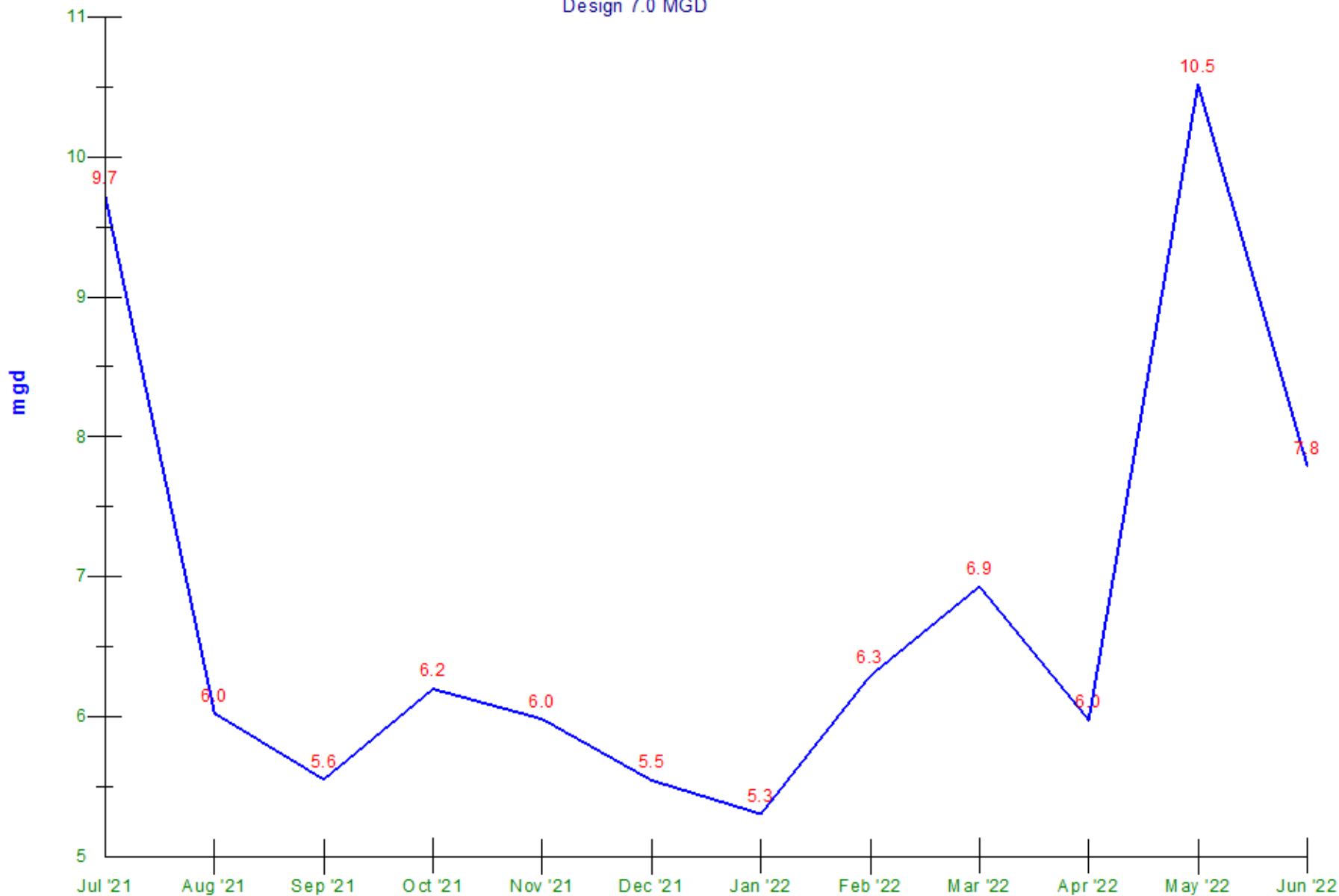
- Precipitation Influence on Flow
- Influent Flow
- Effluent BOD
- Effluent TSS
- Effluent Ammonia

Precipitation Influence on Flow



Influent Flow

Design 7.0 MGD



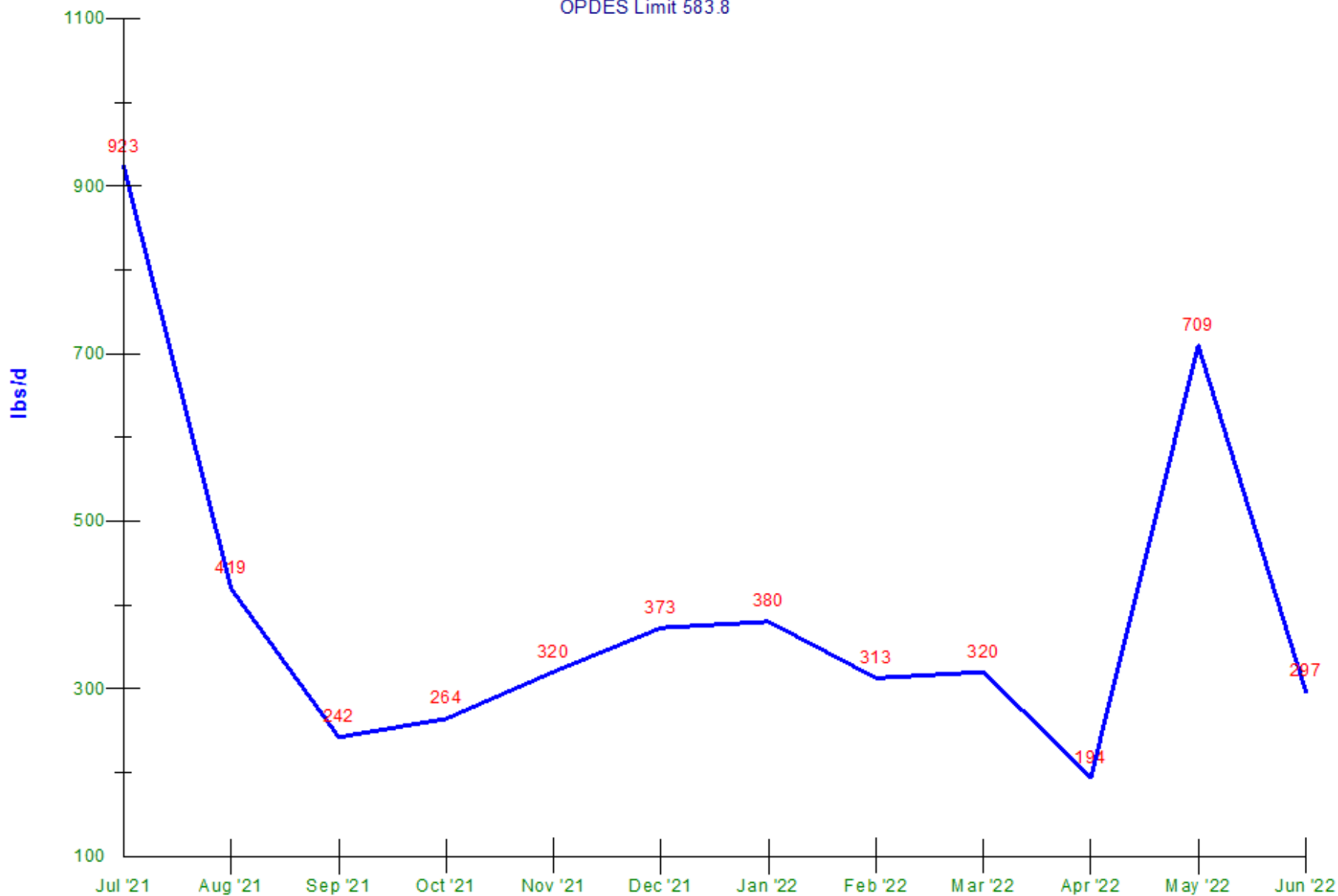
Date (7/1/2021 to 6/30/2022)

EFFLUENT Flow (mgd) (Mo Avg)

Influent Flow

Effluent BOD - Monthly Average

OPDES Limit 583.8

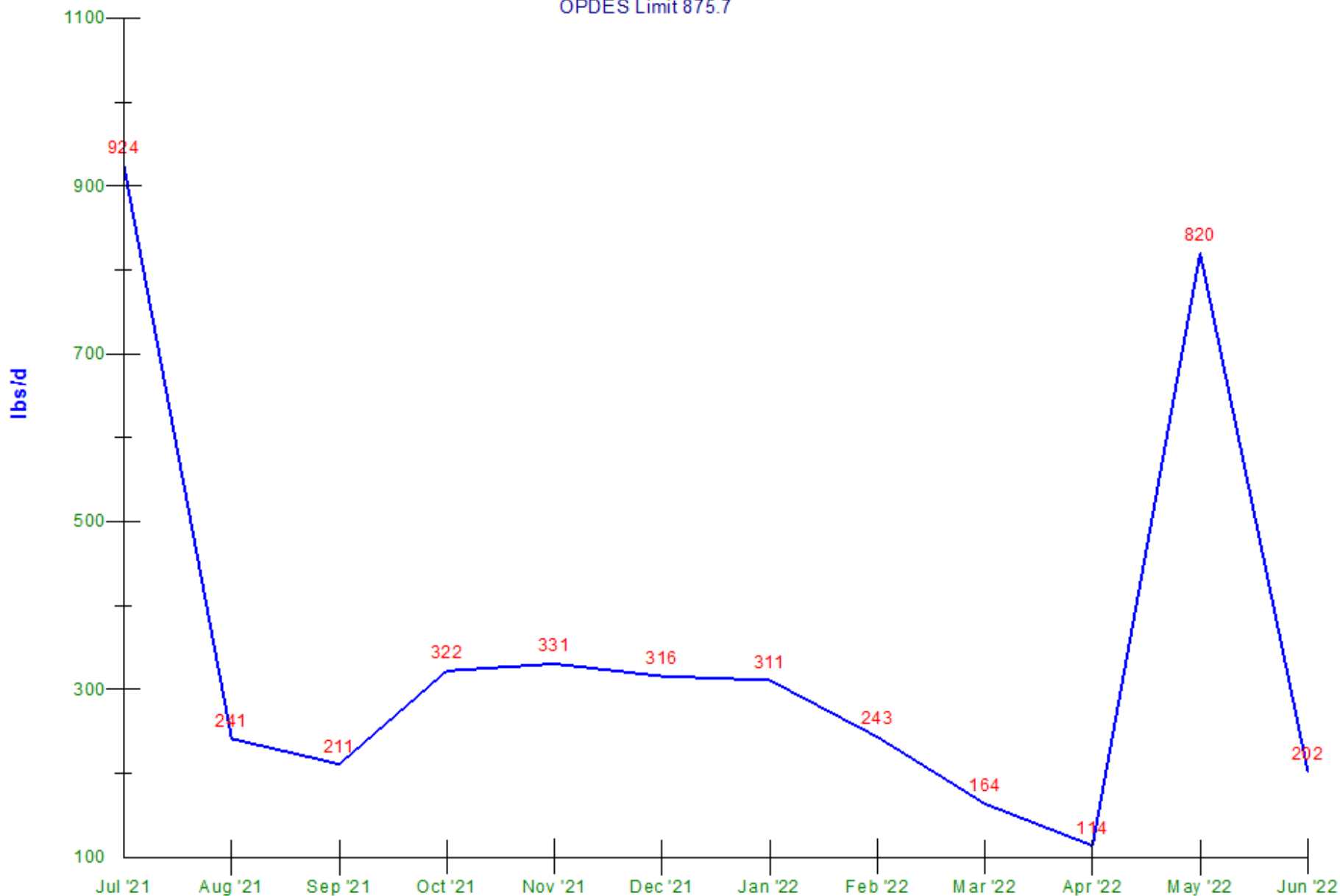


Date (7/1/2021 to 6/30/2022)

/*Eff BOD (lbs/d) (Wk Avg)

Effluent TSS - Monthly Average

OPDES Limit 875.7

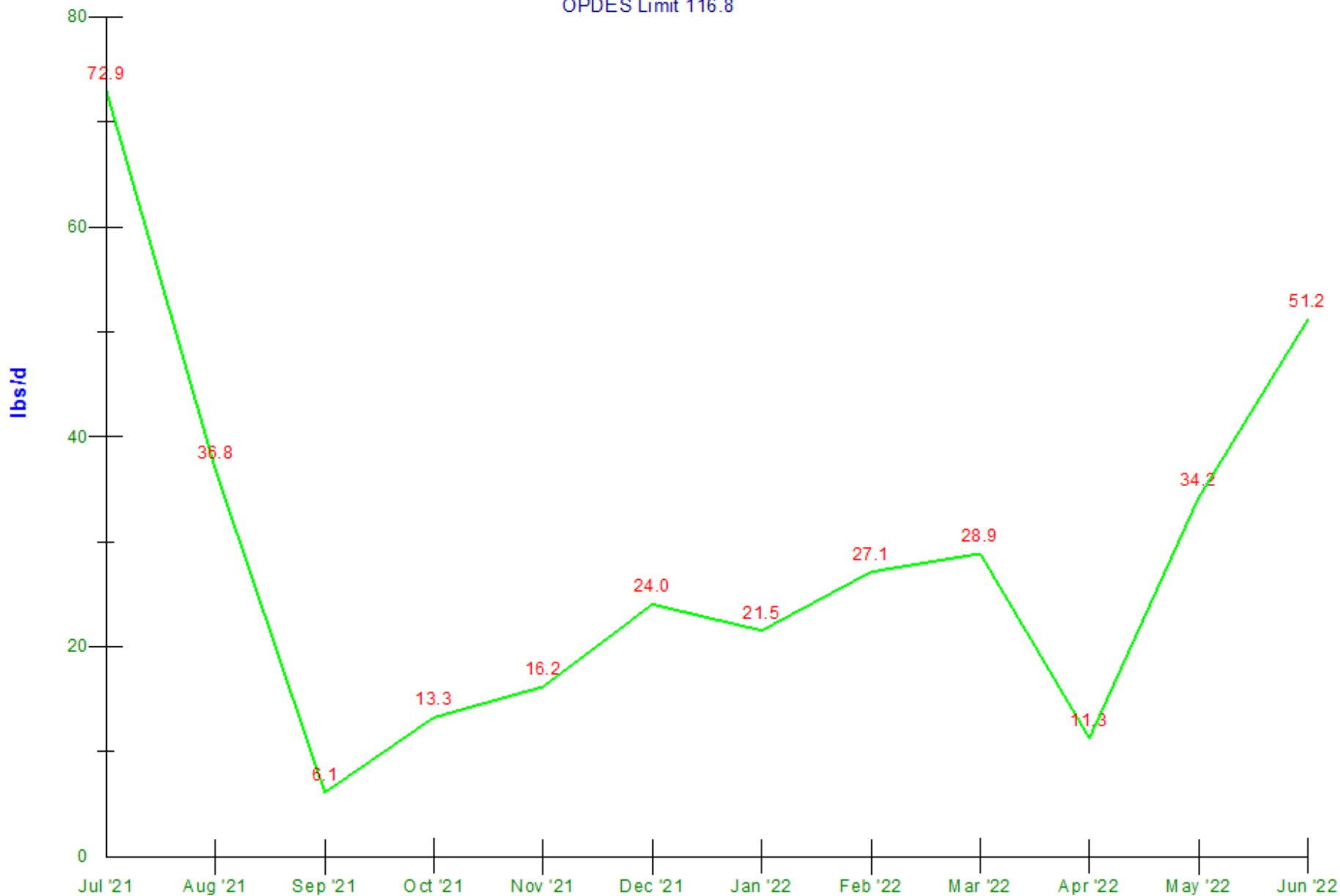


Date (7/1/2021 to 6/30/2022)

/*Eff TSS (lbs/d) (Mo Avg)

Effluent Ammonia-Monthly Average

OPDES Limit 116.8



Date (7/1/2021 to 6/30/2022)

✓ *EFF NH3 (lbs/d) (Mo Avg)

Published in Bartlesville, OK Examiner-Enterprise 10/15/2022, 10/19/2022 & 10/23/2022

NOTICE TO BIDDERS
City of Bartlesville
Tools and Equipment for a 95' Aerial Platform Firefighting Apparatus
Bid No. 2022-2023-013

The City of Bartlesville will accept sealed bids for the purchase of the above described items at the office of the City Clerk, 401 S Johnstone Ave, Bartlesville, Oklahoma until the hour of 2:00 p.m. on Monday, November 7, 2022.

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

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

NAME AND ADDRESS OF BIDDER
BID NUMBER

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

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

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

Dated this 11th day of October 2022.

Jason Muninaer
Finance Director

By: Beverly Robinson
Deputy Clerk

DATE: 11/29/2022

BID NO: 2022-2023-013

BID REVIEW RECOMMENDATION

DEPARTMENT: Fire Department

BUDGET AMOUNT:

SOURCE OF FUND: Unallocated Sales Tax, 2022-2023 Fire Department Budget

PROJECT / EQUIPMENT DESCRIPTION: Tools & Equipment for New Rosenbauer 101' Ariel Platform Fire Truck, and replacement tools and equipment for department.

COMMENTS: A complete list of tools and equipment is in the supplemental pages of this recommendation as well as the Bid Invitation Packet.

Bids were printed in the local newspaper and sent electronically to (5) five potential suppliers. Three bids were received from Northern Safety & Industrial, Banner Fire equipment inc., and North American Fire Equipment Company (NAFECO).

Total approximate cost for tools and equipment is \$141,326.95. \$16,665.90 will be taken from 2022-2023 Fire Department Budget, With the remainder \$124,661.05 funded by unallocated sales tax.

RECOMMENDATION:

Award of bids to Banner Fire equipment for \$71,551.00

Award of bids to NAFECO for \$6,369.85

Award of bids to Northern Safety Industrial for \$63,406.10

Respectively.

Total amount of all bids \$141,326.95.

JSCEL
Council Member

11/30/22
Date

[Signature]
Staff Member

11/30/2022
Date

City of Bartlesville – tools and Equipment for a 95” Aerial Platform Firefighting Apparatus						
Bid Form – Return Sheet						
2022-2023-013						
SECTION A:						
Item No.	Hand Tools and Mounting Brackets Description	Est. Qty.		Unit Cost	Total Cost	Awarded To:
1	30” Pro Bar Halligans	4	ea.	\$ 220.00	\$ 880.00	Banner
2	8# Flat Head Axes	3	ea.	\$ 115.00	\$ 345.00	Banner
3	8# Pick Head Axes/Fiberglass handle	3	ea.	\$ 125.00	\$ 375.00	Banner
4	Axe Mounts	5	ea.	\$ 51.65	\$ 258.25	NAFECO
5	48” Pinch Point Crowbars	2	ea.	\$ 47.00	\$ 94.00	NAFECO
6	Mounts for 48” Crowbars	2	ea.	\$ 60.00	\$ 120.00	Banner
7	36” Bolt Cutter	1	ea.	\$ 76.30	\$ 76.30	NAFECO
8	Mount for 36” Bolt Cutter	1	ea.	\$ 45.00	\$ 45.00	Banner
9	Streamlight Survivor LED Lights w/Charger	5	ea.	\$ 131.00	\$ 655.00	NAFECO
SECTION B:						
Item No.	Positive Pressure Fan Description	Est. Qty.		Unit Cost	Total Cost	Awarded To:
1	Super Vac V18-BW-SP Variable Speed Battery fan (Milwaukee M28 red lithium XC5.0 (2)	1	ea	\$4,275.00	\$4,275.00	Banner
SECTION C:						
Item No.	Miscellaneous Description	Est. Qty.		Unit Cost	Total Cost	Awarded To:
1	Quick Release Ladder Belt w/tool Loops	4	ea	\$ 180.00	\$ 720.00	Banner

2	Ferno Mod. 71 Stokes Basket	1	ea	\$ 880.00	\$ 880.00	NAFECO
3	STORZ 4" Base Mounts	4	ea	\$ 31.30	\$ 125.20	NAFECO
4	4" Herbert Hose Clamp	1	ea	\$ 415.00	\$ 415.00	Banner
5	Kochek 4" to 5" Two Man Hose Roller	1	ea	\$ 299.00	\$ 299.00	Banner
6	EZ Lock Nozzle Holders 2	9	ea	\$ 54.00	\$ 486.00	NAFECO
7	Oversized Hydrant Tool Bag	1	ea	\$ 42.00	\$ 42.00	Banner
8	Adjustable Hydrant Wrench	1	ea	\$ 55.00	\$ 55.00	Banner
9	Storz Wrench Holder (1) SW3 (2) SW2	2	ea	\$22 & \$78	\$44 & \$156	Banner
10	SW2 Storz Spanner Set w/Bracket	2	ea	\$ 82.00	\$ 164.00	Banner
11	101 Wrenches w/Holder	2	ea	\$ 100.00	\$ 200.00	Banner
SECTION D:						
Item	Attack and Supply Hose	Est		Unit	Total	Awarded to:
No.	Description	Qty.		Cost	Cost	
1	Key Combat Sniper 1-3/4" hose 50' Length 1.5NH	30	ea	\$ 263.00	\$ 7,890.00	Banner
2	Key Combat Sniper 2-1//2" hose 50' Length 2.5NH	10	ea	\$ 258.33	\$ 2,583.30	NAFECO
3	Snap-Tite TPX 4" 100' Length 4" STORZ	12	ea	\$ 720.00	\$ 8,640.00	Banner
4	Snap-Tite TPX 4" 25' Length 4" STORZ	2	ea	\$ 360.00	\$ 720.00	Banner

SECTION E:						
Item	Rescue Tools	Est		Unit	Total	Awarded To:
No.	Description	Qty.		Cost	Cost	
1	Genesis C-195 Cutter w/Battery and Charger	1	ea	\$ 11,999.00	\$11,999.00	Banner
2	Genesis S45-SL Spreader w/Battery and Charger	1	ea	\$ 11,950.00	\$11,950.00	Banner
3	Mounting Bracket for Genesis S45-SI Spreader	1	ea	\$ 305.00	\$ 305.00	Banner
4	Mounting Bracket for Genesis C-195 Spreader	1	ea	\$ 305.00	\$ 305.00	Banner
				+600.00	Freight	
SECTION F:						
Item	SCBA Equipment	Est		Unit	Total	Awarded To:
No.	Description	Qty.		Cost	Cost	
1	3M Scott AV-3000 HT Full Piece medium Size, 4 Kevlar Straps	30	ea	\$ 307.15	\$ 9,214.50	NSI
2	Scott X3 Pro 4.5 CGA w/Pak Tracker	4	ea	\$ 6,172.40	\$24,689.60	NSI
3	4500 PSIG, 45 minute Carbon Cylinder	24	ea	\$ 1,229.25	\$29,502.00	NSI
Company Name: _____						
SECTION G:						
Item	Nozzles/Adapters/Valve	Est.		Unit	Total	Awarded To:
No.	Description	Qty.		Cost	Cost	
1	ME1TO-212 Metro 1 Tip 1/5" NH Female 150 gpm @ 50 psi	6	ea.	\$ 537.00	\$ 3,223.00	Banner
2	H_VOI Ball Valve w/Grip 1/5"F, 1.5"M, 1 3/8" Waterway	5	ea.	\$ 438.00	\$ 2,190.00	Banner
3	Metro 2 w/Grip ME22VPPGI-354 250 gpm @ 50 psi	1	ea.	\$ 906.00	\$ 906.00	Banner
4	J140 FP Valve w/Grip 2.5"F x 1.5"M	1	ea.	\$ 373.00	\$ 373.00	Banner

SECTION G: (continued)						Awarded To:
5	NFPA Stack Tip 1.5"NH	2	ea.	\$ 145.00	\$ 290.00	Banner
6	Adapter 4" STORZ x 4" LHF NH	2	ea.	\$ 217.00	\$ 434.00	Banner
7	Adapter 4" STORZ x 6" LHF NH	1	ea.	\$ 340.00	\$ 340.00	Banner
8	Adapter 4" STORZ x 4" F NH RL Swivel	1	ea.	\$ 229.00	\$ 229.00	Banner
9	Adapter 4" F NH x 2.5 M NH	1	ea.	\$ 105.00	\$ 105.00	Banner
10	5 x 4 STORZ Adapter	3	ea.	\$ 350.00	\$ 1,050.00	Banner
11	4" STORZ Caps w/Cable	4	ea.	\$ 95.00	\$ 380.00	Banner
12	Adapter 2.5 NH LH x 4" M NH	1	ea.	\$ 232.00	\$ 232.00	NAFECO
13	Adapter 2.5" F RL SW x 1.5" M NH	4	ea.	\$ 102.00	\$ 408.00	Banner
14	2.5 DBL M Adapter NST	2	ea.	\$ 41.00	\$ 82.00	Banner
15	2.5" NH Double Female Swivel	2	ea.	\$ 77.00	\$ 144.00	NAFECO
16	WYE LDR LNE 2.5"F NH x (2) 1.5" M NH	2	ea.	\$ 723.00	\$ 1,446.00	Banner
17	Water Thief 2.5" f (2) 1.5" NH	1	ea.	\$ 1,556.00	\$ 1,556.00	Banner
18	Siamese Clapper Valve 2.5"F NH x 4" STORZ	1	ea.	\$ 1,423.00	\$ 1,423.00	Banner
19	Gate Valve 2.5"F NH x 2.5"M NH	2	ea.	\$ 610.00	\$ 1,220.00	Banner
20	Revolution Ball Intake 4" STORZ x 6" LHF NH	2	ea.	\$ 1,756.00	\$ 3,512.00	Banner
21	95 GPM In-line Educator, 2.5" F NH x 1.5M NH	2	ea.	\$ 772.00	\$ 1,544.00	Banner
22	95 GPM Foam Nozzle Without Pickup Tube	1	ea.	\$ 603.00	\$ 603.00	Banner

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A public hearing to consider a request by Landon Curd to close a portion of a 15' utility easement lying along the west side of Lot 4, Block 1 Colonial Estates 12th Addition, Section 1, Bartlesville, Washington County, Oklahoma.

Attachments:

Ordinance
Exhibit A

II. STAFF COMMENTS AND ANALYSIS

Applicant: Landon Curd

Requested Action: A public hearing to consider a request to close a portion of a 15' utility easement lying along the west side of Lot 4, Block 1, Colonial Estates 12th Addition, Section 1, Bartlesville, Washington County, Oklahoma said portion of right-of-way being more particularly described as follows:

THE SOUTH 55 FEET OF THE EAST 7.5 FEET OF THE WEST 15 FEET OF LOT 4, BLOCK 1, COLONIAL ESTATES 12TH ADDITION, SECTION 1.

SPECIAL INFORMATION:

The applicant is requesting the closure to facilitate construction of a 13'x24' storage building. The building was constructed in 2021 without proper permitting. When this was brought to the City's attention, it was also revealed that the building had been constructed over a portion of the existing utility easement. City staff corresponded with utility companies to verify whether it would be possible to vacate the portion of utility easement with the new encroachment. If this appeared feasible we would recommend that the property owner proceed with an application to vacate a portion of the easement. If this was not acceptable to the utility companies the building might have to be removed or utilities relocated. Ultimately, the utility companies verified that the building was not constructed on top of any utilities, but there were utilities in the easement. A partial closure was acceptable to the utility companies and the property owner was notified that they needed to proceed with an application to vacate a portion of the easement. This request has been circulated to utility companies and city staff for review.

1. City Staff: Staff has received no objections from Police, Fire, Planning, Public Works, Water Utilities or Engineering departments. There are no city-owned facilities located within the easement.
2. Utility Companies: Staff has received no objections from ONG or Sparklight as they do not have facilities located within this easement. PSO and AT&T both have facilities located within the easement. Both PSO and AT&T have stated that they agree with vacating a section of easement that will only cover the exact footprint of the building. The request by the applicant would vacate the east 7.5 feet of the easement from the north side of the building to the south property line. PSO and AT&T will permit closure of a 7'x24' section of the easement. The ordinance included with this report has a modified legal description that is in line with the request from PSO and AT&T, therefore they have no objections to the modified request.

III. RECOMMENDED ACTION

Staff recommends holding the public hearing and authorizing the mayor to execute the attached ordinance with the legal description modified to include only a 7'x24' portion of the easement that covers the footprint of the building. A public hearing notice has been placed in the *Examiner Enterprise*.

ORDINANCE NO. _____

An Ordinance to close a portion of a utility easement, located at 2609 Claremont Drive, Colonial Estates 12th Addition, Section 1, Bartlesville, Washington County, Oklahoma.

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

WHEREAS, the Council duly set said matter for public hearing and gave proper notice thereof and said matter was duly heard before the Council in an open meeting on December 5, 2022, where all viewpoints were considered; and

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

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

The following described utility easement, described to wit:

A PORTION OF A UTILITY EASEMENT IN LOT4, BLOCK 1, COLONIAL ESTATES 12th ADDITION, SECTION 1, BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

THE SOUTH 55 FEET OF THE EAST 7 FEET OF THE WEST 15 FEET OF LOT 4, BLOCK 1, COLONIAL ESTATES 12TH ADDITION, SECTION 1, BARTLESVILLE, WASHINGTON COUNTY OKLAHOMA; EXCLUDING THE SOUTH 31 FEET OF SAID SOUTH 55 FEET SO THAT THE PORTION OF EASEMENT TO BE CLOSED IS 7 FEET BY 24 FEET AND COVERS THE BUILDING THAT ENCROACHES UPON THE PLATTED EASEMENT.

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

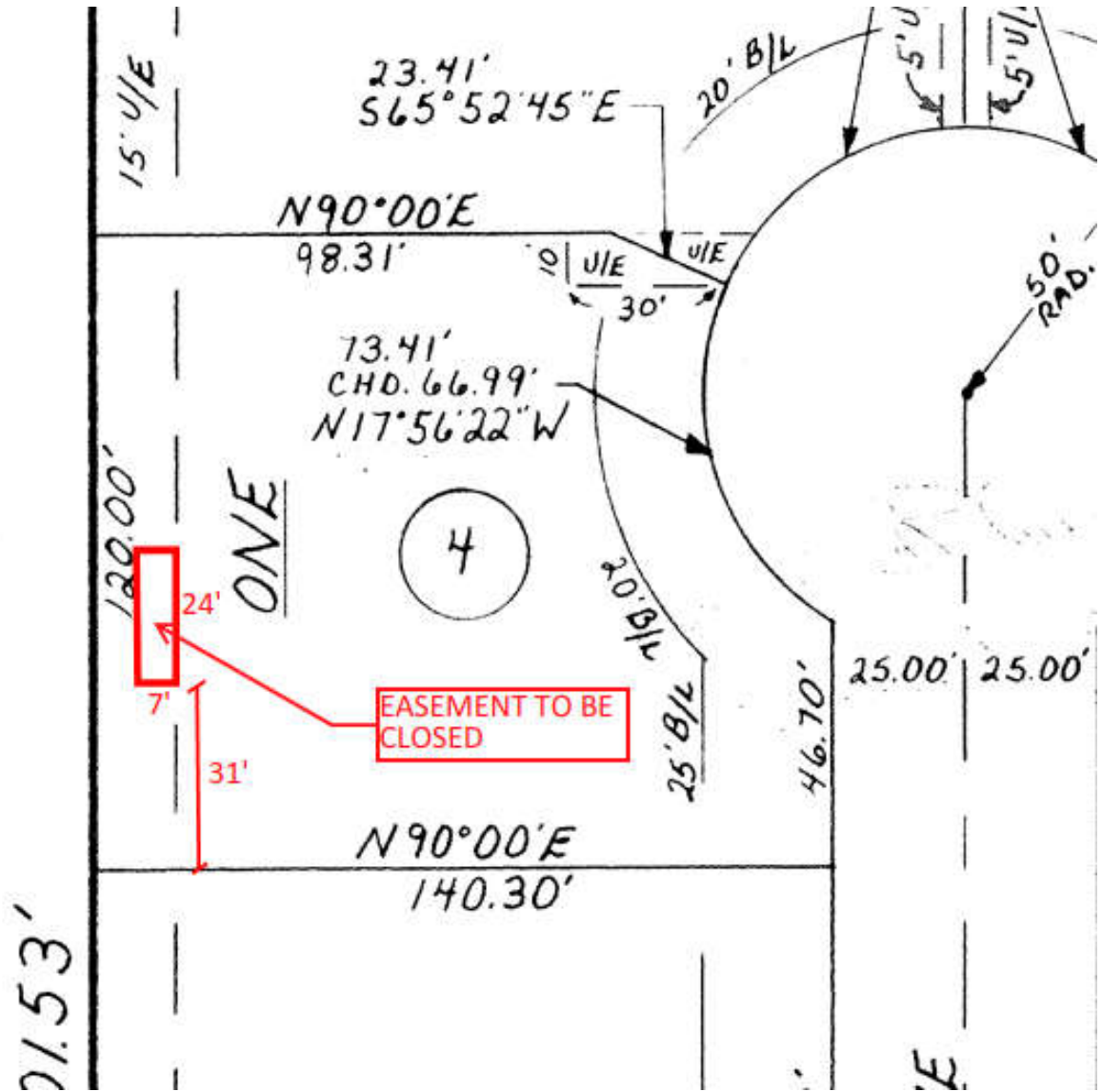
PASSED by the City Council and APPROVED by the Mayor of the City of Bartlesville, Oklahoma this 5th day of December, 2022.

Dale Copeland, Mayor

ATTEST:

City Clerk
(SEAL)

EXHIBIT A



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action regarding approval of proposal from Motorola Solutions for 800MHz Radio Upgrade to be utilized by Bartlesville Police Department for \$1,999,875.

Attachments:

Proposal for Radio Upgrade
Oklahoma State Contract SW1053M Summary

II. STAFF COMMENTS AND ANALYSIS

For several years, the Bartlesville Police Department has been having communication issues with officers' handheld radios in the field. The lower frequency range of the VHF frequency band has caused the issue. Additionally, our dispatch facility, built in 2012, has end of life equipment from the same 10-year-old timeframe. In addition to our communication issues, our analog system does not have the ability to connect to other statewide agencies. However, by building an 800MHz Radio System in Bartlesville, we would address the lack of communications and be able to gain critically important mutual aid with more communities, the Oklahoma Highway Patrol, as well as Oklahoma State Bureau of Investigation and Oklahoma Department of Transportation, extending the statewide radio network to the northeastern corner of the state.

Motorola Solutions offers the public safety communication system needed by the City of Bartlesville via the State of Oklahoma contract. They are the only vendor who offers a direct connection to the current statewide safety communication system with full functionality, making them a sole source vendor. The state and Motorola have agreed upon both equipment and services. Utilizing the state contract bidding system has proven effective in previous City purchases as we have gained money saving opportunities as well as efficiencies with the purchase of City technology needs (both hardware and software alike) as well as City vehicles, etc. It is important to note that we have had great success with the Motorola radio communications equipment that has been in use by our dispatchers 24/7 for the last ten years. Motorola is also the current provider of our Bodycams for Patrol Officers, our In-Car Camera Systems in Patrol Units as well as our 911 Phone System.

The citizens passed a GO bond in 2020, which approved \$2,000,000 for an emergency communication infrastructure system. At that time, staff began review of purchase options for this project, however due to many economic and environmental factors, the costs continued to climb causing the project to be inflated over \$2,500,000. Motorola has since offered discounts, which bring the total project cost within budget. By utilizing the GO bond funds previously passed, we are now able to consider the purchase of a new 800MHz digital system to mitigate our critical communication issues for our local public safety.

The necessary upgrade and purchase of this system will provide the City of Bartlesville via Bartlesville Police Department:

1. A direct connection to the existing State of Oklahoma, OKWIN APCO Project 25 (P25) core or master site located in Tulsa,
2. Upgraded backend radio equipment at the current dispatch location,
3. Replacement of the dispatch radio computers,
4. Eighty officer handheld radios,
5. Forty-five patrol car radio units,
6. Replacement of the east side repeater site,
7. Replacement of all downtown radio site equipment, and
8. A critical network connection between the 800MHz local system with the statewide system mutual aid system.

III. RECOMMENDED ACTION

Staff recommends approval of the Motorola Solutions 800MHz system, utilizing the state contract. The recommendation is within our budgetary constraints and meets all of the functional requirements as identified by staff including creation of a statewide alliance for mutual aid, therefore benefiting others in addition to Bartlesville citizens.

City of Bartlesville

P25 SITE UPGRADE AND SUBSCRIBER REFRESH

NOVEMBER, 28, 2022

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2018 Motorola Solutions, Inc. All rights reserved.

Motorola Solutions, Inc.
500 W Monroe Street, Ste 4400
Chicago, IL 60661-3781
USA

11-28-2022

City of Bartlesville
Attn. Capt. Jay Hastings
615 S Johnstone
Bartlesville, OK. 74003

RE: P25 Upgrade and Subscriber Proposal

Dear Captain Hastings,

Motorola Solutions is pleased to provide the City of Bartlesville with a proposal to add an ASR site to meet their communication and coverage needs. The radio subsystem includes a (6)-channel FDMA ASTRO P25 trunked 800 MHz site based on Motorola Solutions' ASTRO 25 architecture. The site will connect to the OKWIN master site via customer provided backhaul.

The proposed location for a six-channel trunked repeater site is at 36 44 57.7N, 95 58 43.4W. The radio and network equipment will be installed in an existing shelter atop the Phillips 66 building. This cabinet will house the RF radio site system as well as the networking and site monitoring equipment. The existing antenna system will be reused for the new ASR site provided in this proposal.

The proposed offering consists of a Motorola ASTRO 25 radio site with the GTR 8000 ESS. This will be an FDMA-Only Site. The repeater site will utilize Motorola Solutions' G-series RF equipment. The necessary Phase I site licenses for the proposed sites and master site are also included.

Also included in this proposal is a MCC7500E consoles solution to replace the City of Bartlesville's aging and discontinued MCC5500 dispatch system. Additional details are provided in the full proposal.

This proposal is based upon and subject to the terms and conditions of the State of Oklahoma Office of Management and Enterprise Services, Oklahoma Statewide Contract No. SW1053M, executed on November 21, 2022, and remains valid for a period of 45 days from the date of this letter. The State may accept this proposal by issuing a purchase order or notice to proceed document referencing the "Subject to the terms and conditions of the State of Oklahoma Office of Management and Enterprise Services, Oklahoma Statewide Contract No. SW1053M."

Any questions regarding this proposal can be directed to Jason Smalley, Account Manager at 918-808-1669, jason.smalley@motorolasolutions.com.

Sincerely,



Clay Cassard
Territory 6 Vice-President -Texas and Oklahoma
MOTOROLA SOLUTIONS, INC.

TABLE OF CONTENTS

Section 1

System Description	1-1
1.1 ASTRO 25 Add-On Site Description	1-1
1.1.1 Introduction	1-1
1.1.2 System Components.....	1-1
1.2 System components	1-3
1.2.1 ASTRO 25 Repeater Site	1-3
1.2.2 Components.....	1-3
1.2.2.1 GTR 8000 Expandable Site Subsystem.....	1-4
1.2.2.2 GTR 8000 Site Repeater/Base Radio	1-4
1.2.2.3 Gateway	1-4
1.2.2.4 GCP 8000 Site Controller	1-4
1.2.2.5 Radio Frequency Distribution System	1-5
1.3 Backhaul Solution (provided by City of Bartlesville).....	1-5
1.3.1 Bandwidth:	1-5
1.3.2 Tolerance to Backhaul Network Congestion or Outage:.....	1-5
1.3.3 Latency.....	1-5
1.3.4 Jitter.....	1-5
1.3.5 Packet Loss.....	1-6
1.3.6 QOS Mechanisms.....	1-6

Section 2

Coverage Design	2-7
-----------------------	-----

Section 3

Equipment List

Section 4

Project Assumptions	4-15
---------------------------	------

Section 5

Statement of Work	5-17
5.1 Assumptions.....	5-24

Section 6

Acceptance Test Plan.....	6-27
---------------------------	------

Section 7

Advanced Plus Services.....	7-28
7.1 Advanced Plus Services Overview.....	7-28
7.2 Advanced Plus Services Description.....	7-28
7.2.1 Centralized Service Delivery	7-28



7.2.2	Field Service Delivery	7-29
7.2.3	Network Hardware Repair	7-29
7.2.4	Network Updates	7-30
7.3	Motorola’s Service Capabilities	7-30
7.3.1	On-Call Support through the Solutions Support Center (SSC).....	7-30
7.3.2	Onsite Service through a Field Service Team.....	7-30
7.3.3	Centralized Repair Management through Motorola’s Repair Depot.....	7-31
7.3.4	Direct Access to System Information through MyView Portal.....	7-31

Section 8

Pricing	8-33
8.1 Equipment and Services Summary	8-33

Section 9

Contractual Documentation	9-1
---------------------------------	-----



SECTION 1

SYSTEM DESCRIPTION

1.1 ASTRO 25 ADD-ON SITE DESCRIPTION

1.1.1 Introduction

Motorola Solutions is pleased to provide the City of Bartlesville with a proposal to add an ASR site to meet their communication and coverage needs. The radio subsystem includes a (6)-channel FDMA ASTRO P25 trunked 800 MHz site based on Motorola Solutions' ASTRO 25 architecture. The site will connect to the OKWIN master site via customer provided backhaul.

The proposed location for a six-channel trunked repeater site is at 36 44 57.7N, 95 58 43.4W. The radio and network equipment will be installed in an existing shelter atop the Phillips 66 building. This cabinet will house the RF radio site system as well as the networking and site monitoring equipment. The existing antenna system will be reused for the new ASR site provided in this proposal.

The proposed offering consists of a Motorola ASTRO 25 radio site with the GTR 8000 ESS. This will be an FDMA-Only Site. The repeater site will utilize Motorola Solutions' G-series RF equipment. The necessary Phase I site licenses for the proposed sites and master site are also included.

In addition to the ASR site, Motorola is providing a backup GTR8000 Conventional Base Radio site at the BVO Water Tank.

Also included in this proposal is a MCC7500E consoles solution to replace the City of Bartlesville's aging and discontinued MCC5500 dispatch system. Additional details are provided in the sections below.

As a part of this proposal, City of Bartlesville will also be provided with new APX subscribers as detailed in the sections below.

Motorola Solutions has taken great care to propose an offering that will provide a solution that meets the City of Bartlesville's communications needs. A description of the features, benefits, system architecture, and hardware components are provided in this system description.

1.1.2 System Components

The proposed solution includes the following equipment.

- One (1) GTR8000 Expandable Site Subsystem with six (6) Channels.
- Two (2) Site Routers.
- One (1) SDM 3000 Advanced site manager.
- One (1) KVL 5000



*Existing antenna systems will be re-used for this project. Any issues with it, will require replacement of the antenna system which is currently not included in this project.

Master Site Licenses:

- One (1) FDMA site license
- One (1) UNC additional device licenses
- One (1) pack of radio user licenses to support 500 subscribers

Along with an ASR site, the following subscribers have also been included in the project:

- Eighty (80) APX 4000 portables
- Forty-Five (45) APX 4500 dash mount mobiles

Following options have been included on the APX subscribers:

- Compatibility with 9600 Baud Operation
- O2 control head with Dash mount option on the Mobiles
- IMPRES RSM with 3.5mm audio jack option
- 80 single unit chargers
- 2 Multi unit chargers
- 5-year essential service

The BVO Water Tank will consist of one (1) GTR8000 Conventional Base Radio operating on the 800MHz band. The radio will be installed in an outdoor cabinet at the Water Tower along with the following equipment:

- Qty (1) GTR8000 Base Radio
- Qty (1) 800 MHz Duplexer
- Qty (1) Base Radio Preselector
- Qty (1) Antenna System

An update to the existing MCC5500 dispatch at BVO PD is also included in the project with 4 new MCC7500E consoles. New control stations are included to replace existing control stations and enable the dispatchers to talk over the air to users in the field. The following equipment is included at the dispatch:

- Four (4) MCC7500E consoles with the related accessories and backroom equipment.
- Nine (9) XPR5550 control stations – seven (7) VHF and two (2) UHF to replace existing control stations. With a Tone Remote Adapter.
- Seven (7) APX 4500 800MHz control stations
- Will reuse existing antenna lines for VHF and UHF control stations, subject to line sweeps
- New antennas and control station combiner for 800MHz control stations is included
- The existing MTR2000 base station will be interfaced with new consoles
- A 12-port and an 8-port 800MHz Control Station Combiners will be installed at the dispatch for the APX 4500 Control Stations and further expansion along with the necessary cable and coax lines.
- Qty (3) GGM8000 8-port Conventional Channel Gateways will be installed to interface the control stations with the MCC7500E consoles.
- Qty (2) 24-Port LAN Switches



- Qty (2) GGM8000 Site Routers
- Qty (1) GCP 8000 Site Controller with Dispatch operation

The dispatch consoles will be interfaced with the existing logger; no new logging solution is included.

Any update required to be made to the existing logger will be customer responsibility. Motorola demarc is the punch block that transfers control station audio to the logging system. This is expected to be within 10 feet of the radio rack.

Note: The XPR5000 control stations being non-P25 devices, they will only transmit audio to the consoles via the CCGWs. Other metadata such as location or alerting will not be transmitted to the consoles. In order for them to be compatible with the system, a Tone Remote Adapter (TRA) has been added to be used between the XPR radios and the Conventional Channel Gateway.

Also included in this proposal is GenWatch solution as described in the equipment list section.

1.2 SYSTEM COMPONENTS

1.2.1 ASTRO 25 Repeater Site

An ASTRO 25 Repeater Site consists of a single site with up to 28 channels and two site controllers (in a redundant configuration), which can be standalone or housed in a GTR 8000 Expandable Site Subsystem (ESS).

The GTR 8000 Expandable Site Subsystem in a repeater site is set up in a single trunked site, with one active control channel and a number of voice channels at the site. If packet data services are supported at the site, a number of voice channels can be configured with packet data channel capability. Voice traffic is routed from each of the base radios to the system for distribution to other sites and is repeated by the base radios to support other local subscribers. However, data traffic is routed to the GCP 8000 Site Controller. The site controller routes these packets upstream to the zone controller for further processing and routing.

The ASTRO 25 Repeater Site consists of the following components, described in the Component Descriptions section of this System Description.

- GTR 8000 Expandable Site Subsystem (ESS).
- GTR 8000 Repeater/Base Radio.
- GCP 8000 Site Controller.
- Radio Frequency Distribution System (RFDS).
- GGM 8000 Site Gateway.

1.2.2 Components

Each site type in an ASTRO 25 system contains various components. Components included in this system design are described in this section.



1.2.2.1 GTR 8000 Expandable Site Subsystem

The GTR 8000 Expandable Site Subsystem (ESS) enclosure can contain reconfigured GTR 8000 base stations, site LAN switches, and GCP 8000 controllers, along with an optional Radio Frequency Distribution System (RFDS), depending on your configuration needs.

Voice traffic is routed from each of the site base stations to the system for distribution all sites associated with the call. Benefits of the ESS include:

- **Integrated Design** – Provides a smaller footprint at the site.
- **Front/Top Access Design** – Minimized cabling reduces install and service labor.
- **Increased Power Supply** – Provides redundancy through common power bus.

1.2.2.2 GTR 8000 Site Repeater/Base Radio

The GTR 8000 Base Radio consists of transceiver module, power amplifier module, fan module, and power supply. The transceiver module includes the functionality for the exciter, receiver, and station control. The base radio software, configuration, and network management, as well as inbound/outbound traffic handling, are performed through this transceiver module. On-board serial and Ethernet ports are located on this module for local servicing via Configuration/Service Software (CSS).

The power amplifier module amplifies the low-level modulated RF signal from the transceiver module and delivers the amplified signal on the path to the transmit antenna. The power supply module supports the transceiver and power amplifier modules, and can also provide auxiliary power to a connected site controller or Receive Multicoupler/Low Noise Amplifier (RMC/LNA).

1.2.2.3 Gateway

The Gateway is a modular multi-purpose network communications platform, designed to interconnect devices and networks within ASTRO 25 public safety network systems.

It provides a connection to a Wide Area Network (WAN) with no conventional channel interface (V.24, analog, and/or IP).

1.2.2.4 GCP 8000 Site Controller

The GCP 8000 Site Controller (GCP 8000) is the control interface between the transmitter/receiver subsystem and the Zone Controller. The GCP 8000 Site Controller comprises redundant site controller modules; one site controller module acts as the active module, and the second module acts as a standby. The redundancy minimizes the possibility of a single point of failure at the site.

The GCP 8000 provides the following functions:

- Manages the channels to maximize throughput and channel availability.
- Administers registration and context activation requests.
- Monitors base stations and RF distribution equipment and interacts with the MOSCAD site device manager to facilitate centralized alarm and control monitoring.
- Provides redundant site control.
- Enables redundant site link routing for patch redundancy.

Additionally, the GCP 8000 provides the following functions at simulcast sites:

- Provides a time and frequency reference signal to the base stations, maximizing frequency stability and allowing for further site separation in a simulcast configuration.
- Provides IP simulcast capability, enabling true end-to-end IP connectivity in a simulcast configuration.

1.2.2.5 Radio Frequency Distribution System

The Radio Frequency Distribution System (RFDS) provides interconnect between the base radios and antennas, allowing for a completely contained and more compact installation footprint. For the transmitters, this can include isolators, combiners, TX filters, diplexers, and power monitors.

For the receivers, this can include diplexers, site preselectors, and multicouplers. Various RFDS options exist for each of the GTR 8000 Base Radio, GTR 8000 Site Subsystem, and GTR 8000 Expandable Site Subsystem.

1.3 BACKHAUL SOLUTION (PROVIDED BY CITY OF BARTLESVILLE)

The site requires a backhaul link to OKWIN master site. The customer will provide this link/links. The City of Bartlesville can choose to provide redundant links as the site is equipped with redundant site routers. These links should be layer 3 links. The specifications for the site link are as follows:

1.3.1 Bandwidth:

The bandwidths referenced are the minimums that need to be provided to ensure performance of a fully utilized site. The port speed and/or internal backhaul network may need to be greater to ensure the jitter specification is met.

A minimum of 3 Mbps of bandwidth is required.

1.3.2 Tolerance to Backhaul Network Congestion or Outage:

- Repeater Site Links: 2 seconds

1.3.3 Latency

- Latency or IP Packet Transfer Delay is defined per RFC 2681. It is usually in the range of 5 to 60 ms one-way per hop, depending on system type, size, structure, etc.
- The maximum End-to-End Delay cannot exceed a total of 100 milliseconds

1.3.4 Jitter

The measurement method for jitter is based on RFC 3393 (Section 2.4) and ITU-T Recommendation Y.1541. RFC 3393 specifies the calculation of inter-packet delay variation

(IPDV). ITU-T Y.1541 uses IPDV to calculate jitter. All jitter specifications are 99th percentile values. The jitter specification must apply when passing standard 1500 byte packets.

In non-simulcast configurations the jitter budget needs to be kept to 20ms or less. The 20ms is a 99th percentile value and is based on Y.1541 method of calculation.

1.3.5 Packet Loss

This refers to "Type-P-One-Way-Packet-Loss" as defined in RFC 2680, section 2.4. In the context of audio for the ASTRO 25 network, reordered packets are also considered packet loss.

The specification for end to end packet loss is no more than 0.01%. Packet loss is additive and can be combined among all the link segments.

1.3.6 QoS Mechanisms

Four QoS levels are recommended for optimal user experience, but at least 2 are required.

The following QoS mechanisms are supported:

- Layer 3 (ToS or DSCP).
- Layer 2 (802.1p Priority).

Motorola would match the QoS of the Microwave provider between 0 to 7 (7 being the highest). Hence we would need to know this information once you have your link configured.

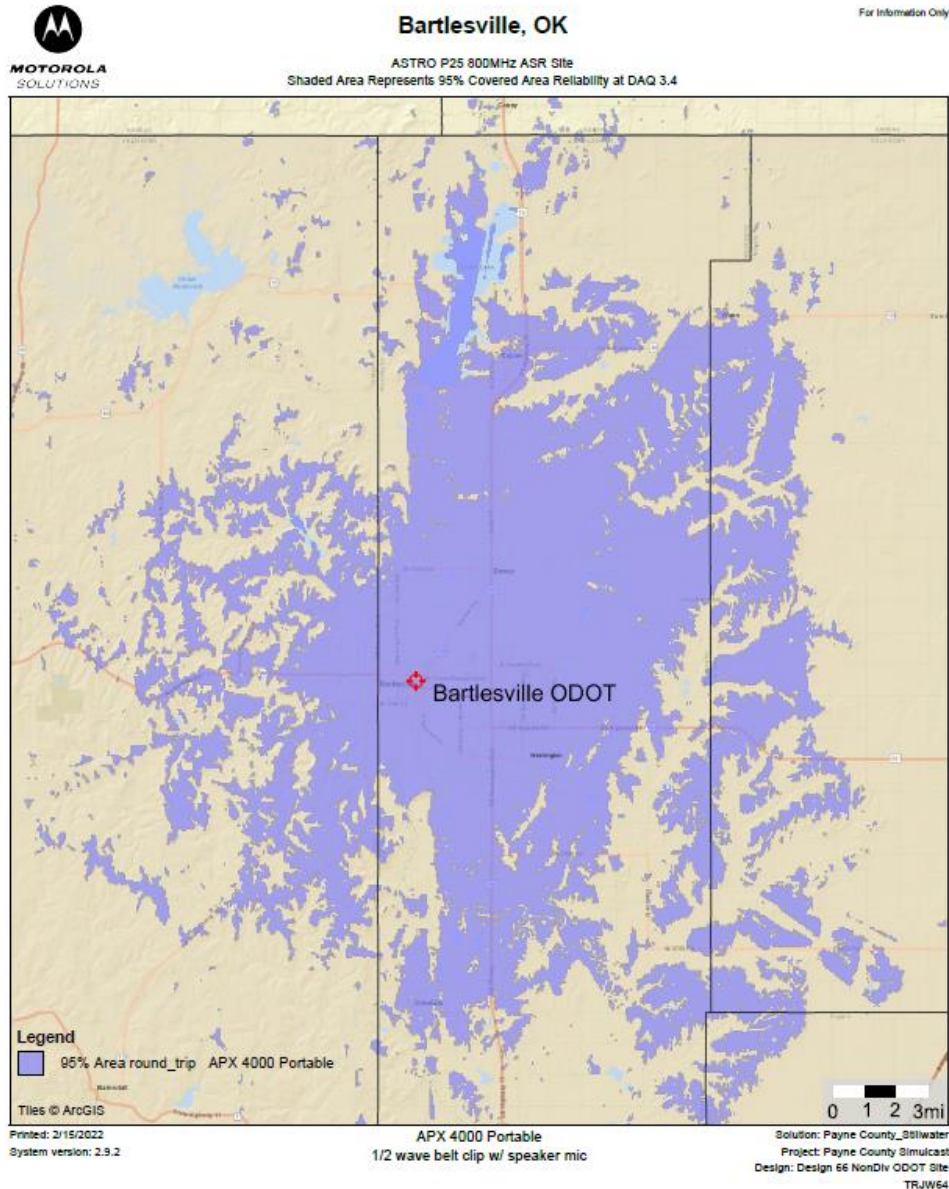
Here is what we currently recommend:

- Highest Mapped QoS value: 6.
- Number of Priority QoS levels: 4.
- QoS type: CoS –L2

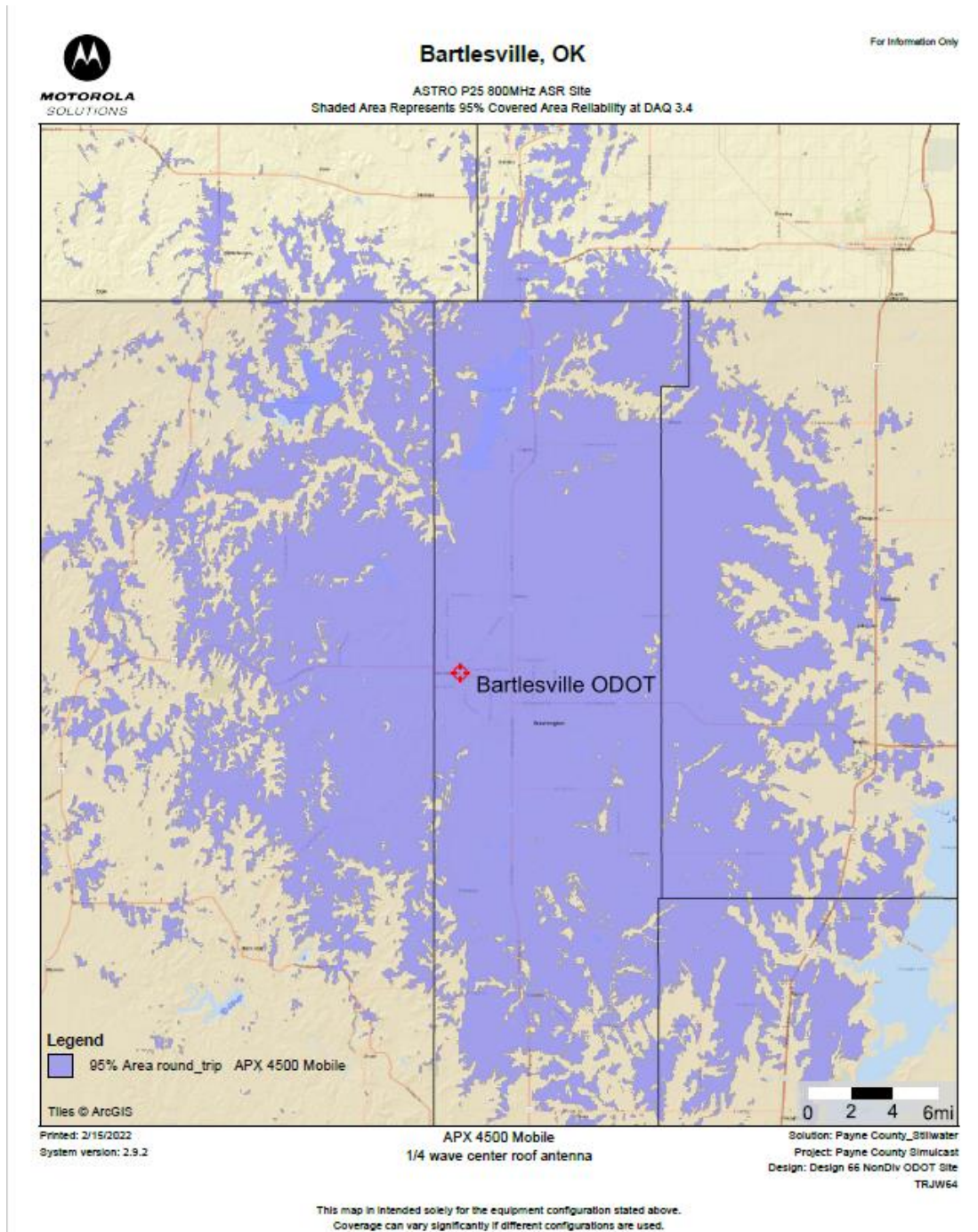
SECTION 2

COVERAGE DESIGN

Please see below the coverage maps showing extended portable and mobile coverage. These maps are **informational only** maps and are dependent on the existing antenna system performance. No coverage guarantee is included in this proposal. Motorola will provide coverage measurements during the implementation of this project to show the performance of this site.



This map is intended solely for the equipment configuration stated above.
Coverage can vary significantly if different configurations are used.



Coverage parameters:

The coverage is shown for 90% covered area reliability at DAQ 3.0. The site design parameters are mentioned in the table below. The existing antenna system is used for this coverage prediction. Any changes or issues with the antenna system will change the coverage map.

Site Name	Latitude	Longitude	TX Ant Type	TX Ant Height	RX Ant Type	RX Ant Height	ERP
Bartlesville ASR	36°44'57.7" N	95°58'43.4" W	BCD-80010-25 (10 dB omni)	310 ft	BCD-80010-25 (10 dB omni)	310 ft	52.4466 dBm

SECTION 3

EQUIPMENT LIST

RF Site Equipment

QTY	NOMENCLATURE	DESCRIPTION
1	SQM01SUM0273	MASTER SITE CONFIGURATION
1	CA02629AC	ADD: EXPAND 7.17 M CORE
1	UA00153AA	ADD: ASTRO 25 FDMA SITE LICENSE
1	UA00407AA	ADD: CLASSIC DATA-P25 TRNK SITE
2	CA01316AA	ADD: UNC ADDTL DEVICE LIC (QTY 10)
1	UA00152AA	ADD:500 RADIO USER LICENSES
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
1	CA00717AA	ADD: ASTRO SYSTEM RELEASE 7.17
1	CA00855AA	ADD: 700/800 MHZ
1	X306AC	ADD: QTY (6) GTR 8000 BASE RADIOS
6	X591AE	ENH: ASTRO 25 SITE REPEATER SW
1	CA02684AA	ADD: AC ONLY POWER DISTRIBUTION
1	CA00862AA	ADD: SITE & CABINET RMC W/CAPABILITY OF 7-24 BRS
1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
1	CA00883AA	ADD: 800 MHZ TX FILTER W/PMU
2	CA00303AA	ADD: QTY (1) SITE CONTROLLER
2	CA02219AA	ADD: ASTRO 25 SITE REPEATER SITE CONTROLLER SOFTWARE IV&D
1	CA00293AA	ADD: 43RU SCHROFF CABINET
6	DS3500072	NEMA 5-20 TO IEC C15 CORD, 10 FT FOR GTR RACKS
1	T8343	GSERIES SOFTWARE LICENSING
4	UA00401AA	ADD: GSERIES BR-P25 TRNK ST RPTR
2	UA00406AA	ADD: GSERIES SC-P25 TRNK ST RPTR
2	DSTSJ48CLT	SPD, RJ-45 OR HARDWIRE CONNECTED FOR T1/E1, PROTECTS 4 WIRES
2	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
4	0784469Y02	BRKT, CBL SUPPORT
1	DSOP820B	PDU, 120V HARDWIRE (8) 20A OUTLET PDU WITH TYPE 3 SAD PROTECTION
1	3182602Y06	GROUNDING BUS BAR
1	DLN6455	CONFIGURATION/SERVICE SOFTWARE
1	F4544	SITE MANAGER ADVANCED
1	V266	ADD: 90VAC TO 260VAC PS TO SM
1	VA00872	ADD: SDM ASTRO RTU FW CURR ASTRO REL
3	V592	AAD TERM BLCK & CONN WI
1	DSMW3HE11473BE	MOTOROLA 7705 SAR-A BUNDLE - REDUNDANT
2	DSMW3HE10040AA	ROUTER,AC POWER CABLE, LOCKING, 6FT, NA



1	DSMW3HE09095AA	7705 SAR-A/AX REAR ATTACHABLE TRAY
1	DSMW3HE00028CA	SFP - GIGE LX - LC ROHS 6/6 DDM -40/85C

GenWatch Equipment

QTY	NOMENCLATURE	DESCRIPTION
1	TT2264	GENWATCH3 OVER-THE-AIR BASE
1	TT05408AA	ASTRO25 (9600) CONTROL CHANNEL OPTION
1	TT05155AA	AFFILIATION / DEAFFILIATION DISPLAY
1	TT05234AA	UPGRADE FROM (3) EXCEL REPORTS TO FULL SUITE (20+)
1	L3561	GW3 OTA PC BUNDLE
1	L3624	GENESIS APX MODEM 700/800MHZ
1	L3625	GENESIS APX MODEM 900MHZ

MCC7500E Dispatch Infrastructure

QTY	NOMENCLATURE	DESCRIPTION
1	SQM01SUM0273	MASTER SITE CONFIGURATION
1	CA02629AC	ADD: EXPAND 7.17 M CORE
1	UA00156AA	ADD: MCC7500 CONSOLE LICENSES (QTY 5)
1	B1949	MCC 7500E SOFTWARE DVD
1	B1948	MCC 7500E DISPATCH POSITION LICENSES
4	UA00652AA	ADD: 160 RADIO RESOURCES LICENSE
4	UA00653AA	ADD: BASIC CONSOLE OPERATION
4	UA00654AA	ADD: ASTRO 25 TRUNKING OPERATION
4	UA00655AA	ADD: ADVANCED CONVENTIONAL OPERATION
4	UA00658AA	ADD: SECURE OPERATION
4	UA00659AA	ADD: ADP/AES/DES-OFB ENCRYPTION
0		
4	TT3903A	Z2 G5 MINI WORKSTATION NON RETURNABLE
4	DSST7300U3M	STARTECH 7 PORT USB 3.0 HUB
4	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
8	B1952	SPEAKER, DESKTOP, USB
1	DSLOGITECHZ130	LOGITECH Z130 SPEAKERS
8	CA03406AA	ADD: AC LINE CORD, NORTH AMERICA
8	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
8	CA03405AA	ADD: POWER SUPPLY WITH DC CORD
8	DDN2825	USB HEADSET BASE WITH PTT
8	B1913	MCC SERIES HEADSET JACK
4	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP
8	RMN5150A	OVER-THE-HEAD, MONAURAL, NOISE-CANCELING HEADSET
4	DSEV221B	TECH GLOBAL EVOLUTION SERIES 22INCH WITH TOUCH
4	B1941	USB AUDIO INTERFACE MODULE

QTY	NOMENCLATURE	DESCRIPTION
4	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
0		
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
0		
1	T7038	GCP 8000 / GPB 8000 / XHUB / DSC HUB
1	CA00717AA	ADD: ASTRO SYSTEM RELEASE 7.17
1	CA01136AA	MCC 7500 CONVEN SITE OPER
1	CA00303AA	ADD: QTY (1) SITE CONTROLLER
0		
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA03656AA	GGM 8000 REFURB GATEWAY
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA03656AA	GGM 8000 REFURB GATEWAY
2	CLN1868	2930F 24-PORT SWITCH
2	CLN1866	FRU: 1M DAC CABLE
0		
1	F4543	SITE MANAGER BASIC
1	V266	ADD: 90VAC TO 260VAC PS TO SM
1	VA00874	ADD: AUX I-O SERV FW CURR ASTRO REL
3	V592	AAD TERM BLCK & CONN WI
1	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
1	DS1101990	SPD, SHIELDED RJ-45 JACK, SINGLE LINE GBE (1000MBPS) R56 COMPLIANT
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
4	0784469Y02	BRKT, CBL SUPPORT
1	3182602Y06	GROUNDING BUS BAR
DISPATCH SPARES		
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA03656AA	GGM 8000 REFURB GATEWAY
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	DLN6966	FRU: GCP 8000/GCM 8000/GPB 8000
1	CLN1868	2930F 24-PORT SWITCH
2	DDN2825	USB HEADSET BASE WITH PTT
1	DSST7300U3M	STARTECH 7 PORT USB 3.0 HUB
1	TT3903A	Z2 G5 MINI WORKSTATION NON RETURNABLE
1	DDN1396	USB DUAL ACTION FOOTSWITCH W/INPUT JACK KINESIS
2	B1952	SPEAKER, DESKTOP, USB
2	CA03406AA	ADD: AC LINE CORD, NORTH AMERICA



QTY	NOMENCLATURE	DESCRIPTION
2	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
2	CA03405AA	ADD: POWER SUPPLY WITH DC CORD
2	B1913	MCC SERIES HEADSET JACK
1	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
2	RMN5150A	OVER-THE-HEAD, MONAURAL, NOISE-CANCELING HEADSET

Subscriber Equipment

QTY	NOMENCLATURE	DESCRIPTION
80	H51UCF9PW6 N	APX 4000 7/800 MHZ MODEL 2 PORTABLE
80	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
80	QA01833	EXTREME NOISE REDUCTION
80	Q887	ADD: 5Y ESSENTIAL SERVICE
80	QA02750	ALT: IMPRES LI-ION 2800MAH (PMNN4448)
80	Q629	ENH: AES ENCRYPTION AND ADP
80	QA02756	ENH: 3600 OR 9600 TRUNKING BAUD SIN
12	PMNN4448B	BATT IMPRES LIION IP68 2800T
80	PMPN4174A	CHGR DESKTOP SINGLE UNIT IMPRES, US/NA
2	PMPN4284A	CHARGER DESKTOP MULTI-UNIT IMPRES 2 1 DISPLAY EXT PS 100-240VAC US/NA
80	PMMN4069AL	MICROPHONE,IMPRES RSM, 3.5MM JACK, IP55
1	T8476B	KVL 5000
1	CA00182AW	ADD: AES ENCRYPTION SOFTWARE
1	CA03358AA	ADD: ASTRO 25 MODE
1	DQUUSBOTG	STARTECH.COM 5IN MICRO USB TO USB OTG HOST ADAPTER M/F - USB ADAPTER
1	CA03467AA	ADD: NORTH AMERICA MICRO USB CHARGER 100/240V
1	WPLN6904A	KEYLOAD CABLE FOR APX7000
1	PMNN4549A	BATT IMPRES 2 LIION 2925T
1	HKN6182B	CABLE KEYLOADING ADAPTER CGAI
1	TKN8531C	CABLE FOR RNC, DIU MGEF



QTY	NOMENCLATURE	DESCRIPTION
45	M22URS9PW1BN	APX4500 ENHANCED 7/800 MHZ
45	QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM
45	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
45	GA00804	ADD: APX O2 CONTROL HEAD
45	G444	ADD: APX CONTROL HEAD SOFTWARE
45	G66BF	ADD: DASH MOUNT O2 APXM
45	W22	ADD: STD PALM MICROPHONE APX
45	B18	ADD: AUXILIARY SPKR 7.5 WATT
45	GA00318	ADD: 5Y ESSENTIAL SERVICE
45	GA00235	ADD: NO GPS ANTENNA NEEDED
45	G335	ADD: ANT 1/4 WAVE 762-870 MHZ
7	M22URS9PW1BN	APX4500 ENHANCED 7/800 MHZ
7	QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM
7	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
7	GA00804	ADD: APX O2 CONTROL HEAD
7	G444	ADD: APX CONTROL HEAD SOFTWARE
7	G66BF	ADD: DASH MOUNT O2 APXM
7	W22	ADD: STD PALM MICROPHONE APX
7	G843	ADD: AES ENCRYPTION APX AND ADP
7	G142	ADD: NO SPEAKER NEEDED
7	G89	ADD: NO RF ANTENNA NEEDED
7	GA00318	ADD: 5Y ESSENTIAL SERVICE
7	GA00235	ADD: NO GPS ANTENNA NEEDED
7	G91	ADD: CONTROL STATION POWER SUPPLY
7	W665	ADD: CONTROL STATION OPERATION





SECTION 4

PROJECT ASSUMPTIONS

- This project implementation is dependent upon the acquisition of six frequency pairs. Motorola has included the frequency coordination services as a part of this project. Motorola will work with the customer to identify the frequencies and submit the proposal to FCC. Motorola will assist with engineering documentation as required. Any changes suggested by FCC for licensing which is not in the scope of this project or changes to the existing equipment will be processed as change order.
- This ASR site requires dedicated backhaul connectivity to Master site located at Tulsa. It is the customer's responsibility to provide this dedicated public safety grade link of 3 Mbps or more. Motorola will perform link test to verify the reliability of the link before connecting the ASR site to the Master site.
- Any site/location upgrades or modifications not specified in this proposal are the responsibility of the customer.
- If required, the customer will provide approved local, state, or Federal permits (e.g., building permits, electrical permits, and environmental permits) and licensed engineering drawings as may be required for the installation and operation of the proposed equipment.
- This proposal is designed for the 800MHz frequency band.
- Any required system interconnections not specifically outlined here will be provided by the customer.
- An existing antenna system will be used for this new ASR site. Motorola will sweep the antenna and line to ensure there are no issues. If any issues are found, a re-design of the RFDS will be needed via a change order at a cost to the customer.
- Existing control station antennas will be used at the dispatch to tie in the new VHF and UHF control stations. If any issues are found upon sweeping the antenna lines, new antenna system will need to be provided via change order at cost to the customer.
- The dispatch will have enough space on the dispatch floor for the new console positions. Motorola will provide a new rack to install the equipment in the backroom.
- Existing main power will be used at dispatch, no electrical work is included to provide primary power to equipment.
- Motorola is not providing UPS units or backup power for any of the sites or dispatches. The city of Bartlesville is responsible for providing UPS units to backup the proposed equipment.
- At the Water Tank site, customer is responsible to ensure there is one (1) 20amp Quad outlet within 3 ft of the equipment cabinet.
- At the Water Tank site, Motorola will provide an epoxy mount for the new antenna and line that will be installed.
- Motorola will provide the necessary rack space at the Water Tank site for the conventional repeater and equipment.
- Motorola is not responsible for interference caused or received by the Motorola provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola-provided receiver(s). Should the Bartlesville system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.
- No coverage guarantees or coverage acceptance test is included with this offering.



- City of Bartlesville will work with OK DPS for their subscriber programming needs. Only the installation of new APX mobiles have been included in the scope of this proposal. Programming of all subscribers (portables and mobiles) and developing code plugs will be a customer responsibility by working with OK DPS.

SECTION 5



STATEMENT OF WORK

Motorola will install and configure the proposed equipment. The following table describes the tasks involved with installation and configuration.

Tasks	Motorola Solutions	City of Bartlesville
PROJECT INITIATION		
Contract Finalization and Team Creation		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Conduct all project work Monday thru Friday, 7:30 a.m. to 5:00 p.m.).	X	
Deliverable: Completed and approved project milestones throughout the project.		
Project Kickoff		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X
Deliverable: Completed project kickoff and scheduled Design Review.		
Design Review		
Present the system design and operational requirements for the solution.	X	
Present installation plan.	X	
Present preliminary cutover plan and methods to document final cutover process.	X	
Present configuration and details of sites required by system design.	X	



Tasks	Motorola Solutions	City of Bartlesville
Validate that Customer sites can accommodate proposed equipment.	X	X
Provide approvals required to add equipment to proposed existing sites.		X
Review safety, security, and site access procedures.	X	
Present equipment layout plans and system design drawings.	X	
Provide backhaul performance specifications and demarcation points.	X	
Provide heat load and power requirements for new equipment.	X	
Provide information on existing system interfaces.		X
Provide frequency and radio information for each site.		X
Complete the required forms required for frequency coordination and licensing.	X	
Ensure that frequency availability and licensing meet project requirements, and pay licensing and frequency coordination fees.	X	X
Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.	X	
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	X	
Deliverable: Finalized design documentation based upon “frozen” design, along with any relevant Change Order documentation.		
Site Planning		
Provide necessary equipment shelters for installation of system equipment.	X	
Provide necessary tower for installation of antenna system		X
Provide the R56 requirements for space, power, grounding, HVAC, and connectivity requirements at each site.	X	
Provide adequate commercial electrical power in proper phase and voltage at sites.		X
Provide as-built structural and foundation drawings of the structures and site locations, along with geotechnical reports, in order to facilitate a structural analysis.		X
Confirm that there is adequate utility service to support the new equipment and ancillary equipment.		X



Tasks	Motorola Solutions	City of Bartlesville
Conduct site walks to collect pertinent information (e.g. location of telco, power, structures, etc.)	X	
Ensure that each site meets the R56 standards for space, grounding, power, HVAC, and connectivity requirements.		X
Conduct one three-point ground resistance test of the site.		X
Prepare and submit Electromagnetic Energy (EME) plans for the site (as licensee) to demonstrate compliance with FCC RF Exposure Guidelines.	X	X
Prepare a lease exhibit and sketch of each site showing the proposed lease space and planned development at that site.	X	
Prepare site construction drawings showing the layout of new and existing equipment.	X	
Review and approve site drawings.		X
Obtain the permits needed to complete site development, including electrical, building, and construction permits.		X
Pay for application fees, taxes, and recurring payments for lease/ownership of property.		X
SITE PREPARATION AND DEVELOPMENT		
Site Access		
Provide site owners/managers with written notice to provide entry to sites identified in the project design documentation.		X
Obtain site licensing and permitting, including site lease/ownership, zoning, permits, regulatory approvals, easements, power, and telco connections.		X
Deliverable: Access, permitting, and licensing necessary to install system equipment at each site.		
General Facility Improvements		
Provide adequate HVAC, grounding, lighting, cable routing, and surge protection based upon Motorola Solutions' Standards and Guidelines for Communication Sites (R56)		X
Ensure the resolution of environmental and hazardous material issues at each site including, but not limited to, asbestos, structural integrity (tower, rooftop, water tank, etc.), and other building risks.		X
Ensure that electrical service will accommodate installation of system equipment, including isolation transformers, circuit breakers, surge protectors, and cabling.		X
Provide Motorola specified commercial power at the site		X



Tasks	Motorola Solutions	City of Bartlesville
Pay for usage costs of power and generator fueling, both during the construction and installation effort, and on an ongoing basis.		X
Transport removed site equipment to a location designated by Customer and within Customer's jurisdiction.		X
Deliverable: Sites meet physical requirements for equipment installation.		
SYSTEM INSTALLATION		
Equipment Order and Manufacturing		
Create equipment order and reconcile to contract.	X	
Manufacture Motorola Solutions-provided equipment necessary for system based on equipment order.	X	
Deliverable: Equipment procured and ready for shipment.		
Equipment Shipment and Storage		
Provide secure location for solution equipment.		X
Pack and ship solution equipment to the identified, or site locations.	X	
Receive solution equipment.		X
Inventory solution equipment.	X	
Deliverable: Solution equipment received and ready for installation		
General Installation		
Deliver solution equipment to installation location.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Install all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control line connection points. Installation performed in accordance with R56 standards and state/local codes.	X	
Provide system interconnections that are not specifically outlined in the system design, including dedicated backhaul connectivity.		X
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet.	X	
Connect installed equipment to the provided ground system.	X	
Label equipment, racks, and cables.	X	
Perform preliminary audit of installed equipment to ensure compliance with requirements and R56 standards.	X	



Tasks	Motorola Solutions	City of Bartlesville
Note any required changes to the installation for inclusion in the “as-built” system documentation.	X	
Remove, transport, and dispose of old equipment.		X
Deliverable: Equipment installed.		
Antenna and Transmission Line Installation		
Provide RF antenna systems		X
Provide structure penetrations for transmission equipment (e.g. antennas & microwave line.).		X
Perform sweep tests on transmission lines.	X	
Provide and install attachment hardware for supporting transmission lines on antenna support structure.		X
Supply and install ground buss bar at the bottom of each antenna support structure.		X
ASTRO 25 Core and Remote Site Installation and Configuration		
Install fixed equipment contained in the equipment list and system description.	X	
Provide backhaul connectivity and associated equipment for all sites to meet latency, jitter and capacity requirements.		X
Configure ASTRO 25 system to support the new RF sites.	X	
Provide list of subscriber IDs for loading into the Zone Controller.		X
Load subscriber IDs in the Zone Controller.	X	
Provide required radio ID and alias information to enable alias database setup for interface to consoles.		X
Integrate the RF sites into the system to ensure proper operation.	X	
Deliverable: ASTRO 25 core and remote site equipment installation completed.		
Mobile Radio Installation and Programming		
Deliver portable radios to authorized Customer personnel and inventory upon receipt.	X	X
Develop and approve prototypes for each type of mobile installation.	X	
Test features and functionalities of the mobile templates.		X
Program the mobile radios identified in the equipment list in accordance with the programming templates, client software, and fleetmap.	X	

Tasks	Motorola Solutions	City of Bartlesville
Install all the mobiles in the vehicles, as identified in the equipment list, and according to the installation schedule.	X	
Remove the existing mobiles from the vehicle at the time of installation of the new radios	X	
Portable Radio Programming and Distribution		
Pass all features and functionalities of the portable radio template.		X
Program test portable radios with each template version and activate them on the system.		X
Program the portable radios identified in the equipment list in accordance with the programming templates, client software, and fleetmap.	X	
Deliver portable radios to authorized Customer personnel and inventory upon receipt.	X	X
Acknowledge receipt of portable radios and accessories and verify proper operation of a sampling of delivered portable radios.		X
Distribute portable radios to end users.		X
SYSTEM OPTIMIZATION AND TESTING		
R56 Site Audit		
Perform R56 site-installation quality-audits, verifying proper physical installation and operational configurations.	X	
Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola Solutions' R56 Standards and Guidelines for Communication Sites.	X	
Deliverable: R56 Standards and Guidelines for Communication Sites audits completed successfully.		
Solution Optimization		
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	X	
Verify communication interfaces between devices for proper operation.	X	
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	X	
Deliverable: Completion of System Optimization.		
Functional Acceptance Testing		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	X	
Witness the functional testing.		X



Tasks	Motorola Solutions	City of Bartlesville
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Perform informational only coverage measurement.	X	
Fix any issues identified with the antenna system		X
Document the results of the acceptance tests and present for review.	X	
Review and approve final acceptance test results.		X
Document all issues that arise during the acceptance tests.	X	
Document the results of the acceptance tests and present to the Customer for review.	X	
Deliverable: Completion of functional testing and approval by Customer.		
PROJECT TRANSITION		
Cutover		
Finalize Cutover Plan.	X	X
Provide Motorola Solutions with user radio information for input into the system database and activation, as required.		X
Provide programming of user radios and related services (i.e. template building, re-tuning, testing and installations), as needed, during cutover period.		X
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	X	X
Notify the personnel affected by the cutover of the date and time planned for cutover.		X
Provide ongoing communication with users regarding the project and schedule.		X
Cut over users and ensure that user radios are operating on system.		X
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	X	



Tasks	Motorola Solutions	City of Bartlesville
Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items.		X
Deliverable: Migration to new system completed, and punchlist items resolved.		
Transition to Warranty		
Review the items necessary for transitioning the project to warranty support and service.	X	
Motorola Solutions to provide services during year 1 warranty which align with the proposed services.	X	
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	X	
Deliverable: Service information delivered and approved by Customer		
Finalize Documentation and System Acceptance		
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	X	
Provide an electronic as-built system manual on CD or other Customer preferred electronic media. The documentation will include the following: <ul style="list-style-type: none"> - Site Block Diagrams. - Site Floor Plans. - Site Equipment Rack Configurations. - Functional Acceptance Test Plan Test Sheets and Results. - Equipment Inventory List. - Maintenance Manuals (where applicable). - Technical Service Manuals (where applicable). Drawings will be delivered in Adobe PDF format.	X	
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

5.1 ASSUMPTIONS

The following assumptions were made by Motorola Solutions while putting together this proposal. If any of the assumptions are deemed incorrect, a revised proposal will be required. During the implementation stage of the proposal, if any of these assumptions are determined to be invalid, a change order will be processed for the same.

- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.



- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage, and site grounding to support the requirements of the system described.
- Any site/location upgrades or modifications are the responsibility of City of Bartlesville.
- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of City of Bartlesville.
- Any required system interconnections not specifically outlined here will be provided by City of Bartlesville. These may include dedicated phone circuits, microwave links, or other types of connectivity.
- The City shall be responsible for all console furniture. Motorola has not included any furniture as part of this proposal.
- Motorola assumes available breaker panel circuits available at all the proposed sites.
- Decommissioning of existing equipment will be completed within a maximum of 6 months of the Cutover date. Any delay, due to reasons outside Motorola Solutions control, will lead to additional charges.
- Delays in site access or site availability that affect the project schedule shall be handled via the change order process as applicable.
- The material and Services offered by Motorola Solution for the project are listed and described within this SOW and its Appendices.
- Motorola anticipates the use of industry standard materials. If City of Bartlesville requires that Motorola use other materials, then City of Bartlesville will reimburse Motorola for any additional costs and/or restocking fees on a per item or occurrence. All materials included in Motorola's equipment list have been determined to be compliant with Motorola R56 standard. No substitution of equipment on the list is allowed without prior review and approval by Motorola
- Prevailing Wage Rates were not used for this proposal. Should City of Bartlesville deem Prevailing Wage parameters are not required, a change notice and a revised quote will be submitted to the City.
- The statements in this SOW will take precedence over any item it may be conflict with in the entire Agreement
- If City of Bartlesville requires specific subcontractors to be used on this project, other than Motorola Solutions-proposed subcontractors, additional costs may apply
- Depending on contract execution, equipment software and hardware will be at the current shipping version
- For documentation requiring customer approval, the proposed documentation review period will be five (5) business days. At the end of the five (5) day period, the submittal shall be formally approved, or returned with comment to be considered. Failure to meet this five (5) business day limit shall grant Motorola one (1) additional business day to our contractual performance schedule for each business day of delay, and shall be handled via the change order process as applicable.
- For documentation requiring customer approval, there shall be up to two (2) revisions per documentation package submittal, additional revisions will be handled via the change order process.
- Under no circumstances will either party be responsible for delays or lack of performance resulting from events beyond the reasonable control of that party ("Excusable Delays").



Such events include, but are not limited to, acts of God, weather conditions, compliance with laws and regulations (excluding Customer's failure to properly and timely apply for all required FCC licenses), governmental action, bid protests, fire, strikes, lock-outs, and other labor disruptions, material shortages, riots, acts of war, and an Excusable Delay of a Motorola subcontractor.

- Motorola Solutions is not responsible for interference caused or received by the Motorola Solutions-provided equipment except for interference that is directly caused by the Motorola Solutions-provided transmitter(s) to the Motorola Solutions-provided receiver(s). Should the county system experience interference, Motorola Solutions can be contracted to investigate the source and recommend solutions to mitigate the issue.
- Motorola Solutions is not responsible for pre-existing or external RF interference issues that may degrade the performance of this communications system.
- If, for any reason, any of the proposed sites cannot be utilized due to reasons beyond Motorola Solutions' control, the costs associated with site changes or delays including, but not limited to, re-engineering, frequency re-licensing, site zoning, site permitting, schedule delays, site abnormalities, re-mobilization, etc., will be paid for by City of Midland and documented through the change order process.



SECTION 6

ACCEPTANCE TEST PLAN

System Acceptance of the proposed solution will occur upon successful completion of a Functional Acceptance Test Plan (FATP), which will test the features, functions, and failure modes for the installed equipment in order to verify that the solution operates according to its design. This plan will validate that the solution will operate according to its design, and increase the efficiency and accuracy of the final installation activities. A detailed FATP will be developed and finalized during the Design Review.

An informational only coverage measurement will be performed to make sure that the existing antenna system provided by the customer is working properly.



SECTION 7

ADVANCED PLUS SERVICES

7.1 ADVANCED PLUS SERVICES OVERVIEW

In order to ensure the continuity of City of Bartlesville's network and reduce system downtime Motorola proposes our Advanced Plus Services offering to the City of Bartlesville. Appropriate for customers who wish to leverage Motorola's experienced personnel to maintain mission-critical communications for their first responders, Advanced Plus Services focuses on monitoring the network on an ongoing basis, proactively mitigating potential functionality and security issues, and providing both remote and onsite support. The proposed offering consists of the following specific services:

- Service Desk.
- Technical Support.
- Network Event Monitoring.
- Onsite Support.
- Network Hardware Repair.
- Remote Security Patch Installation.
- Network Updates.

These services will be delivered to the City through the combination of local service personnel either dedicated to the network or engaged as needed; a centralized team within Motorola's Solutions Support Center (SSC), which operates on a 24 x 7 x 365 basis; and our Repair Depot, which will ensure that equipment is repaired to the highest quality standards. The collaboration between these service resources, all of who are experienced in the maintenance of mission-critical networks, will enable a swift analysis of any network issues, an accurate diagnosis of root causes, and a timely resolution and return to normal network operation.

7.2 ADVANCED PLUS SERVICES DESCRIPTION

7.2.1 Centralized Service Delivery

Centralized support will be provided by Motorola's support staff, located at our Service Desk and Solutions Support Center (SSC). These experienced personnel will provide direct service and technical support through a combination of Service Desk telephone support, technical consultation and troubleshooting through the SSC, and ongoing network monitoring of City of Bartlesville's system.

Motorola will provide **Service Desk** response as a single point of contact for all support issues, including communications between City, third-party subcontractors and manufacturers, and Motorola. When City's personnel call for support, the Service Desk will record, track, and update all Service Requests, Change Requests, Dispatch Requests, and Service Incidents using Motorola's Customer Relationship Management (CRM) system. The Service Desk is responsible for documenting City's inquiries, requests, concerns, and



related tickets; tracking and resolving issues; and ensuring timely communications with all stakeholders based on the nature of the incident.

As tickets are opened by the Service Desk, issues that require specific technical expertise and support will be routed to our Solutions Support Center (SSC) system technologists for **Technical Support**, who will provide telephone consultation and troubleshooting capabilities to diagnose and resolve infrastructure performance and operational issues. Motorola's recording, escalating, and reporting process applies ISO 90001 and TL 9000-certified standards to the Technical Support calls from our contracted customers, reflecting our focus on maintaining mission-critical communications for the users of our systems.

The same SSC staff that provide direct telephone support to the City of Bartlesville will also provide **Network Event Monitoring** to City's network in real-time, ensuring continuous management of the system's operational functionality. The SSC's technicians will utilize sophisticated tools to remotely monitor City's system, often identifying and resolving anomalous events before they might affect user communications.

7.2.2 Field Service Delivery

Onsite repairs and network preventative maintenance will be provided by authorized local field services delivery personnel, who will be dispatched from and managed by the Solutions Support Center.

OnSite Support provides local, trained and qualified technicians who will arrive at the City of Bartlesville's location upon a dispatch service call to diagnose and restore the communications network. This involves running diagnostics on the hardware or FRU (Field Replacement Unit) in order to identify defective elements, and replacing those elements with functioning ones. The system technician will respond to the City's location in order to remedy equipment issues based on the impact of the issue to overall system function.

Annual Preventive Maintenance Service provides proactive, regularly scheduled operational testing and alignment of infrastructure and network components to ensure that they continually meet original manufacturer specifications. Certified field technicians perform hands-on examination and diagnostics of network equipment on a routine and prescribed basis.

7.2.3 Network Hardware Repair

Network Hardware Repair – Motorola's authorized Repair Depot will repair the equipment provided by Motorola, as well as select third-party infrastructure equipment supplied as part of the proposed solution. The Repair Depot will manage the logistics of equipment repair (including shipment and return of repaired equipment), repair Motorola equipment, and coordinate the repair of third-party solution components.

Motorola also proposes **Network Hardware Repair with Advanced Replacement** to the City of Bartlesville. With this additional service, Motorola will exchange malfunctioning components and equipment with advanced replacement units or Field Replacement Units (FRUs) as they are available in the Repair Depot's inventory. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to the Repair Depot's FRU inventory upon repair completion. If the City prefers to maintain their existing FRU inventory, City of Bartlesville will be able to request a "loaner" FRU while their unit is being repaired.



7.2.4 Network Updates

With our proposed **Network Updates Service**, Motorola commits to sustain City of Bartlesville's ASTRO 25 system through a program of software and hardware updates aligned with the ASTRO 25 platform lifecycle. This comprehensive approach to technology sustainment will ensure that City of Bartlesville has access to the latest available standard features, as well as the opportunity to incorporate optional features through the purchase of hardware and/or software licenses. Updates and expansion of system components will optimize the availability of repair services, and will enable City to add RF sites, dispatch positions, data subsystems, network management positions, and other elements to increase capacity and processing capability. Motorola will minimize any interruption to system operation during each network update, with minimal reliance on the City's personnel.

Five (5) years of warranty and services including the network updates are included in this proposal. This will ensure that the City's infrastructure is continuously supported and upgraded to the newest ASTRO release with respect to the OKWIN Regional System.

7.3 MOTOROLA'S SERVICE CAPABILITIES

Our focus on the needs of our public safety partners has led us to recognize that an integrated implementation and service delivery team that takes a new system from system installation, to acceptance, to warranty, and all the way through extended maintenance, is the best way to ensure that public safety communications systems meet the needs of first responders. Motorola's team of experts, have developed refined processes and sophisticated tools through our experience in delivering mission-critical communications.

7.3.1 On-Call Support through the Solutions Support Center (SSC)

The cornerstone of our customer care process, Motorola's Solution Support Center (SSC) is staffed 24x7x365 by experienced system technologists. This TL 9000/ISO 9001-certified center responds to over 5000 public safety, utility, and enterprise customers. With over 100,000 phone and email interactions with Motorola customers per month, the SSC provides our customers with a centralized contact point for service requests.

7.3.2 Onsite Service through a Field Service Team

Onsite maintenance and repair of City of Bartlesville's system will be provided by Motorola's local team of service personnel. Motorola will provide the City with a Customer Support Plan (CSP) that outlines the details of each service, provides escalation paths for special issues, and any other information specific to the City service agreement. Some of these details will include items such as access to sites, response time requirements, severity level definitions, and parts department access information.

Local technicians will be dispatched for onsite service by the SSC, who will inform the technician of the reason for dispatch. This will enable the technician to determine if a certain component or field replacement unit (FRU) will be needed from inventory to restore the system. Once on site, the field technician will notify the SSC and begin to work on the issue. The technician will review the case notes to determine the status of the issue, and begin the troubleshooting and restoration process. Once the system is restored to normal operation, the field technician will notify the SSC that the system is restored. The SSC, in turn, will



notify the City that the system is restored to normal operation and request approval to close the case.

7.3.3 Centralized Repair Management through Motorola's Repair Depot

Our repair management depot coordinates component repair through a central location, eliminating the need to send system equipment to multiple vendor locations for repair. Once equipment is at the depot, technicians will replicate the City of Bartlesville's network configuration in our comprehensive test labs in order to reproduce and analyze the issue. Technicians will then restore the equipment to working order. After repairs are completed, equipment will be tested to its original performance specifications and, if appropriate, configured for return to use in City's system. All components being repaired are tracked throughout the process, from shipment by the City to return through a case management system where users can view the repair status of the radio via a web portal.

7.3.4 Direct Access to System Information through MyView Portal

Supplementing Motorola's proposed services plan for the City of Bartlesville is access to Motorola's online system information tool, MyView Portal. MyView Portal provides our customers with real-time visibility to critical system and services information, all through an easy-to-use, graphical interface. With just a few clicks, City's administrators will gain instant access to system and support compliance, case reporting, ability to update and create cases, have visibility to when the system will be updated, and receive pro-active notifications regarding system updates. Available 24x7x365 from any web-enabled device, the information provided by MyView will be based on your needs and user access permissions, ensuring that the information displayed is secure and pertinent to your operations.



Figure 1: MyView Portal offers real-time, roled-based access to critical system and services information.

SECTION 8

P25 ASR Site Upgrade and Subscriber Refresh

Use or disclosure of this proposal is subject
to the restrictions on the cover page.



Motorola Solutions Confidential Restricted

Advanced Plus Services 8-32

PRICING

8.1 EQUIPMENT AND SERVICES SUMMARY

Description	Price
Infrastructure and Subscribers	\$1,065,270
System Integration	\$1,396,597
System Total	\$2,461,867
(ASR/ Avtec/ 1st year Warranty)	Included
MSI System Discount	(-\$225,192)
MSI PO Issue Incentive <u>(PO DATE 12/28/22)</u>	(-\$236,800)
TOTAL SYSTEM	\$1,999,875

“This proposal is based upon and subject to the terms and conditions of the State of Oklahoma Office of Management and Enterprise Services, Oklahoma Statewide Contract No. SW1053M, executed on November 21, 2022, and remains valid for a period of 45 days from the date of this letter. The State may accept this proposal by issuing a purchase order or notice to proceed document referencing the “Subject to the terms and conditions of the State of Oklahoma Office of Management and Enterprise Services, Oklahoma Statewide Contract No. SW1053M.”

PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier’s check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

1. **25% of the Contract Price due upon contract execution (due upon effective date);**
2. **60% of the Contract Price due upon shipment of equipment from Staging;**
3. **10% of the Contract Price due upon installation of equipment; and**
4. **5% of the Contract Price due upon Final Acceptance.**

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the



value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.



SECTION 9

CONTRACTUAL DOCUMENTATION

This proposal is based upon and subject to the terms and conditions of the State of Oklahoma Office of Management and Enterprise Services, Oklahoma Statewide Contract No. SW1053M, executed on November 21, 2022, and remains valid for a period of 30 days from the date of this letter. The State may accept this proposal by issuing a purchase order or notice to proceed document referencing the “Subject to the terms and conditions of the State of Oklahoma Office of Management and Enterprise Services, Oklahoma Statewide Contract No. SW1053M.”

PROPOSAL ACCEPTANCE

Dale Copeland

Mayor, Bartlesville, OK.





Official signed contract documents are on file with OMES Central Purchasing.

Contract title: Public Safety Communications Products, Services, and Solutions

Contract Number: SW1053M

Date of Contract issuance: 11/21/2022

Contract period: 11/21/2022 through 11/20/2023

Agreement period: 11/21/2022 through 11/20/2027

Type of contract: Mandatory Non-Mandatory

OMES Central Purchasing contact: Marc Brown

Title: Contracting Officer

Phone: (405) - 521 - 6669

Email: marc.brown@omes.ok.gov

Supplier name: Motorola Solutions Inc.

Supplier ID #: 0000069200

Contract ID #: 6695

Supplier Point of Contact: Jason Smalley

Supplier address: 500 W Monroe St.

City: Chicago

State: IL

Zip Code: 60661 - 3671

Phone #: 1 - 918 - 808 - 1669

Email: Jason.smalley@motorolasolutions.com

Contract Overview:

Motorola Solutions Inc. has been awarded a statewide contract for Public Safety Communications Products, Services and Solutions. Details on services, warranty, software options along with products and pricing are available on the state webpage.

Authorized Users: All state departments, boards, commissions, agencies, institutions, counties, school districts, municipalities and tribal governments which may avail themselves of this contract.

How to order:

1. For product and pricing information review awarded contract documents.
2. Request a quote from the supplier or any approved authorized dealer. All quotes must reference SW1053M.
3. Generate a purchase order made payable to the supplier. Purchase order must reference the statewide contract number SW1053M.
4. Email your purchase order to the designated supplier sales representative.

Available Brands:

Motorola Solutions Inc. is authorized to sell ONLY products they manufacture.

Available Products and Services:

Only approved products will display on the products/pricing document. They may sell products in the following sub-categories; P25 single-band portable, mobile and desktop radios; P25 multi-band mobile and desktop radios; Non-P25 Conventional Analog portable, mobile, desktop and base station repeater radios.

Authorized Dealer/Reseller(s):

Resellers possibly added at later date via request from Motorola Solutions Inc.



CONTRACT State of Oklahoma

Dispatch via Print

Supplier 0000069200
MOTOROLA SOLUTIONS INC
500 W MONROE ST
CHICAGO IL 60661-3671
USA

Contract ID 000000000000000000000000006695		Page 1 of 1	
Contract Dates 11/21/2022 to 11/20/2023	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW1053M Public Safety Comm.		Contract Maximum 0.00	
Allow Open Item Reference			
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order		Maximum / Open	
			Qty	Amt	Qty	Amt
1	43191510 / RADIO: Equipment to include Two-Way, Radios, Transmitters, Tranceivers, Mobile, Equipment	EA	1.00	0.00	0.00	0.00
Contract Base Pricing			0.00000	EA	0001	

COMMENTS:

Contract period: 11/21/2022 - 11/20/2023
Agreement Period: 11/21/2022 - 11/20/2027

Point of Contact: Jason Smalley
Phone: (918) 808-1669
Jason.smalley@motorolasolutions.com

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

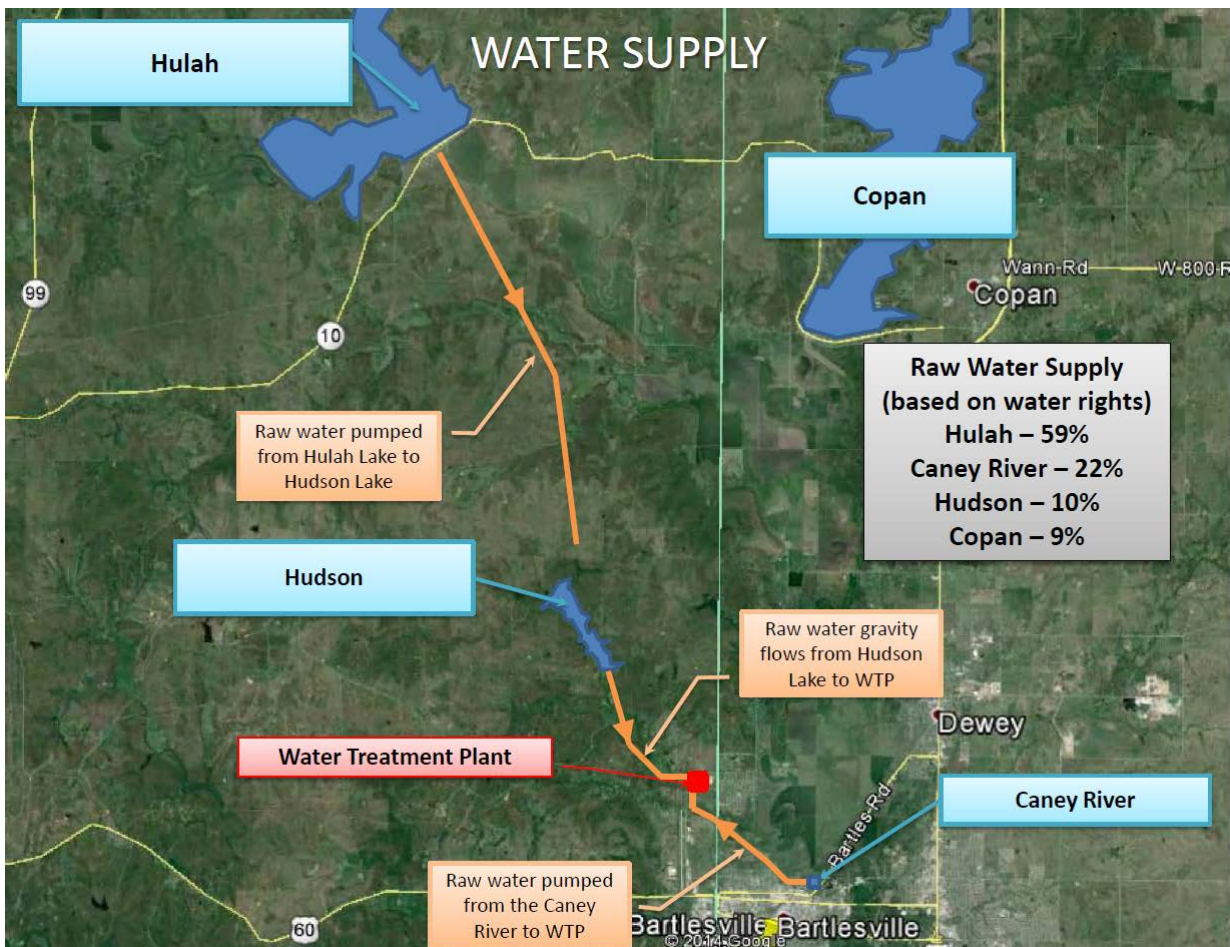
Receive a presentation on the status of Bartlesville’s Water Supply

Attachments:

- Ordinance 3398 – Water Shortages (2012)
- Resolution 3294 (2012)
- Drought Contingency Plan (2002)

II. STAFF COMMENTS AND ANALYSIS

The City of Bartlesville’s water supply is all surface water from Hulah Lake, Copan Lake, Hudson Lake and the Caney River, as shown below.



The City has experienced drought conditions for the last 5-6 months, and currently the area is under an extreme drought classification. Staff will present the status of the City's water supply, the Drought Contingency Plan, Water Shortage ordinance and items for possible future Council consideration.

III. RECOMMENDED ACTION

Staff recommends receipt of the presentation.

CITY OF BARTLESVILLE OKLAHOMA

Drought Contingency Plan

2002

PLAN COMMITTEE
Councilmember Bob King
City Manager Steve Brown
Water Utilities Director Mike Hall

A. Purpose

It is recognized that water is our most precious of natural resources and the most difficult to obtain during drought conditions. In any public interest matter, constant vigil of the conditions of our community and those forces that influence the public safety and welfare is paramount. The amount of available water that can be processed for the community's use is one such condition. This drought contingency plan is intended to provide guidelines to monitor the available water supply and to take necessary measures for conservation and/or restriction of the use of the water supply. Lake levels must be maintained to protect the water quality and wild life habitat in those lakes that are a water source.

B. Method

The Water Utilities Director is the official responsible for the coordination, expansion and implementation of this drought contingency plan. All other City departments will provide support as requested by the Water Utilities Director. For purposes of measurement of lake levels, the category of **water supply** will be monitored through available web sites. This will produce a fairly accurate measurement of lake levels and can be done at any time day or night. The Water Utilities Director will make a weekly check of the lake levels. This will be reported to the City Manager who will inform the members of the City Council.

When water storage capacity is at maximum, supply is considered to be 100% and water supply is considered to be adequate and no restrictions apply. To establish what is actually measured, the water supply is divided into percentage levels. No action other than monitoring the velocity of decrease in lake levels will be take between 100% and 90%. A comparison of the levels against the possibility of rainfall in the drainage basin will be conducted throughout this protocol.

For the purpose of this protocol, the supply is further divided as follows:

- Stage One: Water supply or storage is between 80% and 70%. Public information and education on conservation efforts be made known to the public through public service announcements. Every available forum will be used to continue to educate the general public regarding the status of the water supply. This may be accomplished by various means including, but not limited to; the electronic and printed media; billing statements; eliciting the aid of civic organizations such as service clubs, scouting organizations, public schools, etc;
- Stage Two: If the water supply is between 70% and 60% water restrictions will be instituted through action by the City Council through City Ordinance No.3087. Notification of city owned facilities such as golf courses and parks to alter or discontinue any watering schedules as directed by the City Council.

The restrictions will remain in effect until the lake level is considered to be 70%. The Director of Water Utilities will make daily checks when the lake level falls below 70%. The result of those checks will be made know to the City Council, the City Manager and the Public Information Officer.

All leaks in the raw water and treated water system will be repaired immediately, without waiting for the most cost effective or convenient time.

Non-essential operational uses of water by City Crews will be suspended. Examples include but are not limited to flushing of water mains and fire hydrants; street sweeping; water jet cleaning of sanitary sewer mains; training of fire fighters; watering by Parks Dept.

Adopt a reduced schedule for outside uses of water for irrigation and other aesthetic purposes. (See Restriction Plan for Outdoor Water Uses)

Notification of city owned facilities such as golf courses and parks to alter or discontinue any watering schedules as directed by the City Council.

The Water Utilities Director will notify all wholesale customers of the situation and require each to adopt similar reduction goals for their systems in accordance with their individual contracts with Bartlesville.

Invoke the penalty phase of Ordinance No.3087 as it pertains to the use of water.

- Stage Three: When lake levels fall below 60% more severe water restrictions may put into place by the City Council. The following actions will be initiated:

Continue all of the actions as directed in Stage Two.

Tighten the restriction on non-essential outdoor uses of water (sprinkling; gardening; washing of vehicles; filling of public or private swimming pools) to fewer days per week.

Specify and impose the additional mandatory reductions on wholesale customers.

Water pressure from the treatment plant will be reduced to the minimum to maintain 35 pounds per square inch pressure in the distribution system and to provide adequate pressure and flow for fire fighting.

- Stage Four: If lake levels fall below 50% the City Council will declare a water emergency and seek further measures to conserve water.

A total ban on outdoor use of water will be placed by the City Council through the action of a proclamation.

An aggressive public relations and education program will continue.

Implement enforceable restrictions on essential uses as developed in previous stages.

In each stage, the Water Utilities Director will decide what measures are taken to obtain water from Hulah Lake, Caney River or other source of raw water. During most of the year, Hudson Lake will be utilized for water storage. The Water Utilities Director will make the decision as to what ratios will apply to the taking of water from Hudson and Hulah Lakes and the Caney River or other available sources. The water emergency will remain in effect until the drought has broken and sufficient water has been captured in the lakes to exceed the 50% level with a reasonable expectation that the drought is permanently broken.

C. Public Information/Education

A public education program will be initiated at the 70% level. This will alert the public to the depletion of the lakes and current treatment levels. It is important that the public is fully aware of the conditions that exist and what the possibilities of more stringent measure may be taken.

Every available forum will be used to continue to educate the general public regarding the status of our water supply and to make please for water conservation. This can be accomplished by various means including but not limited to the electronic and printed media; billing statements; closed circuit television bulletin board and the notification of public interest groups such as civic and service organizations.

The public information/education phase will continue as long as the lake level is between 70% and 60%. If lake levels rise to 70%, this phase will no longer be in force.

Assisting Organizations or Groups

As conservation/restriction efforts continue, other departments will be involved in the process. This includes the police department and the enforcement of any violations of the water restrictions.

Non-essential operational uses of water by City crews will be suspended. These include but are not limited to flushing of water mains and fire hydrants; street sweeping with water aboard; water jet cleaning of sanitary sewer mains, unless absolutely necessary; training of firefighters.

The City of Bartlesville will coordinate efforts with agencies that include but not limited to the United States Army Corps of Engineers Tulsa District, Oklahoma Water Resources Board, Oklahoma Department of Environmental Quality and Oklahoma Department of Wildlife, Parks and Recreation.

AN ORDINANCE AMENDING CHAPTER 20, DIVISION 7 OF THE BARTLESVILLE MUNICIPAL CODE PERTAINING TO WATER SHORTAGES.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BARTLESVILLE OKLAHOMA:

SECTION 1: That Chapter 20, Division 7 of the Bartlesville Municipal Code is hereby amended as follows:

Sec. 20-106 Authority – Whenever a potential water shortage exists, the City Council is authorized to restrict or prohibit the use of water from the City’s water system.

Sec. 20-107 Water Shortage Condition – A potential water shortage condition exists whenever so declared by the City Council.

Sec. 20-108. Resolution – Upon determination that a potential water shortage exists, the City Council shall authorize the City Manager to implement the terms of the Drought Contingency Plan of 2002. The resolution may be revised from time to time as the City Council deems appropriate.

Sec. 20-109. Resolution Publication or Issuance

(a) The resolution authorized by Sec. 108 shall be published in a newspaper of general circulation in the city. The terms of the Resolution shall be in full force and effect upon publication. Substantial compliance with this section is sufficient to effect the Resolution.

(b) Whenever sudden or unexpected event so reduces the availability of water or water pressure as to create an immediate threat to public health or safety, the Mayor may issue an appropriate proclamation and notice of the proclamation may be given by reasonable means, including electronic means. The emergency shall be in full force and effect upon such notice; provided that if any such means is other than that required in (a) of this section, the proclamation shall be republished in accordance with (a) of this section within 24 hours of the first notice.

Sec. 20-110 – Resolution Duration

(a) Such Resolution shall continue and the terms of the resolution shall be in effect until such time as it is repealed by the City Council.

Sec. 20-111 – Exemptions

(a) Any person aggrieved by the terms of said resolution shall have the right to present the matter to the City Manager or his designee. The City Manager

or is designee may exempt such aggrieved person, wholly or in part, from compliance with the resolution order upon a showing that compliance creates an immediate threat to the person's health or safety. The decision of the City manager or his designee may be appealed by written notice to the City Council but the terms of the resolution as to the person aggrieved shall remain in full force and effect during such appeal period.

Sec. 20-112 – Penalties

- (a) If authorized by a separate resolution passed by the City Council and published in a newspaper of general circulation in the City, then any person violating any of the restrictions or provisions implemented by the City Manager pursuant to authority granted the City Manager or by the City Council shall be subject to the following fine schedule: First Offense – written warning; Second Offense - \$50; Third Offense - \$100; Fourth Offense - \$200.

Sec. 20-113 – Rates During Emergency


- (a) If designated by the City Council in a resolution, the rates for household water usage shall be modified on the following basis:


<u>Charge per 1,000 gallons</u>	<u>Gallons Used</u>
\$3.33	Up to 7,000
\$6.66	7,001 to 8,500
\$8.33	8,501 to 10,000
\$9.99	10,001 to 12,500
\$11.66	12,501 to 15,000
\$13.32	15,001 and greater

If the above rates are implemented by resolution of the City Council, the City Manager is authorized to impose the rates effective with the normal billing dates.


SECTION II: Emergency Clause – It being necessary for the health, safety and welfare of the citizens of Bartlesville, an emergency is declared to exist and this ordinance shall be effective immediately.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF BARTLESVILLE, OKLAHOMA, THIS 3RD DAY OF DECEMBER 2012.





 MAYOR



 MIKE BAILEY, CITY CLERK
 ADMINISTRATIVE DIRECTOR/CFO

VOTE:

MR. MASON	<input checked="" type="radio"/> aye	<input type="radio"/> no
MR. COPELAND	<input checked="" type="radio"/> aye	<input type="radio"/> no
MR. MCGREW	<input checked="" type="radio"/> aye	<input type="radio"/> no
VICE MAYOR LOCKIN	<input checked="" type="radio"/> aye	<input type="radio"/> no
MAYOR GORMAN	<input checked="" type="radio"/> aye	<input type="radio"/> no

December 9, 2012

RESOLUTION NO. 3294

A RESOLUTION DECLARING THAT A POTENTIAL WATER SHORTAGE EXISTS.

WHEREAS, the City Council of the City of Bartlesville, Oklahoma has determined that a potential water shortage exists; and

WHEREAS, in accordance with Sec. 20-108 a resolution shall be approved to authorize the City Manager to implement the terms of the Drought Contingency Plan of 2002; and

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

It is determined that a potential water shortage does exists and hereby authorizes the City Manager to implement the terms of the Drought Contingency Plan of 2002.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF BARTLESVILLE, OKLAHOMA, THIS 3RD DAY OF DECEMBER 2012.

[Handwritten Signature]

MAYOR

[Handwritten Signature]

MIKE BAILEY, CITY CLERK
ADMINISTRATIVE DIRECTOR/CFO



VOTE:

- | | | |
|-------------------|----------------------------------|----|
| MR. MASON | <input checked="" type="radio"/> | no |
| MR. COPELAND | <input checked="" type="radio"/> | no |
| MR. MCGREW | <input checked="" type="radio"/> | no |
| VICE MAYOR LOCKIN | <input checked="" type="radio"/> | no |
| MAYOR GORMAN | <input checked="" type="radio"/> | no |

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Presentation and possible action to adopt a resolution amending the City Council meeting format and rules of order.

Attachments:

- Meeting Rules Resolution
- Previous Meeting Rules Resolutions and Rosenberg's Rules of Order

II. STAFF COMMENTS AND ANALYSIS

As part of our December meeting following a Council election, the City Council reaffirms or amends the rules for City Council meetings. These rules have been in place for a number of years, and this year's resolution is only slightly different than years past. I've included a copy of the previous rules, a copy of Rosenberg's Rules of Order, the new proposed resolution, and an explanation of the changes below.

Proposed changes:

- Consolidate two existing resolutions into one
- Clarify that "Citizens to be Heard" is for citizens of Bartlesville or those living within 10 miles of City Hall
 - The 10 mile radius was chosen to allow citizens from surrounding areas to participate while using the same radius as that allowed for a City Manager's residence
- Restructured the layout of Section 1 to make it easier to understand

III. RECOMMENDED ACTION

Approve the resolution as presented.

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING A FORMAT AND RULES OF ORDER FOR THE CONDUCT OF CITY COUNCIL MEETINGS AND REPEALING CONFLICTING RESOLUTIONS.

WHEREAS, the Charter of the City of Bartlesville requires that the Council adopt a written policy determining its own rules of procedure subject to the governing laws of the State of Oklahoma and the United States of America.

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

The City Council meetings of the City of Bartlesville shall be conducted in accordance with the following rules and meeting format:

Section 1. Format of Meeting

- A. The Chairman/Mayor shall preserve order and decorum at Council meetings.
- B. Council meetings will be televised unless held in a location without normally available technical support, or in a workshop meeting where no action is planned.
- C. Public comment, titled “Citizens to be Heard”, will be received at all Council meetings excepting where the Council is the subordinate meeting.
 - 1. Public comment shall be limited to citizens of Bartlesville or those residing within 10 miles of Bartlesville City Hall.
 - 2. Individuals who wish to address the Council shall sign in prior to the start of the meeting, indicating their name and residential address.
 - 3. Public comment will be received prior to the first agenda action item.
 - 4. Each individual wishing to make public comment will be limited to three (3) minutes for their presentation, with a total of fifteen (15) minutes for the entire public comment portion unless extended by the Mayor or a majority of the Council.
 - 5. When called upon by the Chairman/Mayor, individuals will come forward to the podium and state their name. Time permitting, persons who did not sign in will be recognized after everyone who has signed in has spoken and will state their name and residential address.
- D. The Mayor or a majority of the Council may open up a specific agenda item for public comment. The public comment will be limited to five (5) total minutes unless extended by the Mayor or a majority of the council and will be specific to the specific agenda item.
 - 1. Public comment shall be limited to citizens of Bartlesville or those residing within 10 miles of Bartlesville City Hall.
 - 2. When called upon by the Chairman/Mayor, individuals will come forward to the podium and state their name and residential address.
- E. Any person, during the course of a Council meeting, who engages in behavior that disrupts the meeting or speaker will be asked to leave by the Chairman/Mayor. If said person refuses to leave, they may be subject to removal.

Section 2. Rules of Order

- A. All council meetings will be managed by "Rosenberg's Rules of Order: Simple Parliamentary Procedures for the 21's Century". In case of any conflict, Section 1 of this resolution will take precedence. See attached Rules of Order.
- B. Council members will recuse themselves from any agenda item for conflicts of interest as defined in the city's Ethics Policy.
- C. All votes will be tallied in accordance with the Oklahoma Open Meetings Act.
- D. No council action will be nullified by any unintentional parliamentary or format violation or oversight.

Section 3. All previous resolutions regarding the Council rules of conduct are hereby repealed.

APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 5TH DAY OF DECEMBER, 2022.

Dale Copeland, Mayor
City of Bartlesville

City Clerk
City of Bartlesville

RESOLUTION NO. 3225

A RESOLUTION ESTABLISHING A FORMAT AND RULES OF ORDER FOR THE CONDUCT OF CITY COUNCIL MEETINGS AND REPEALING CONFLICTING RESOLUTIONS

WHEREAS, the Charter of the City of Bartlesville requires that the Council adopt a written policy determining its own rules of procedure subject to the governing laws of the State of Oklahoma and the United States of America.

NOW THEREFORE BE IT RESOLVED that the Bartlesville City Council adopts the following rules of conduct and meeting format for City Council meetings:

Section 1. Format of Meeting

- (A) The Chairman/Mayor shall preserve order and decorum at Council meetings.
- (B) Council meetings will be televised unless held in a location without normally available technical support, or in a workshop meeting where no action is planned.
- (C) Public comment will be received at all Council meetings excepting where the Council is the subordinate meeting.
- (D) Individuals who wish to address the Council shall sign in prior to the start of the meeting, indicating their name and residential address.
- (E) Public comment will be received prior to the first agenda action item.
- (F) Each individual wishing to make public comment will be limited to three (3) minutes for their presentation, with a total of fifteen (15) minutes for the entire public comment portion unless extended by the Mayor or a majority of the Council.
- (G) The Mayor or a majority of the Council may open up a specific agenda item for public comment. The public comment will be limited to five (5) total minutes unless extended by the Mayor or a majority of the council and will be specific to the specific agenda item.
- (H) When called upon by the Chairman/Mayor, individuals will come forward to the podium and state their name. Time permitting, persons who did not sign in will be recognized after everyone who has signed in has spoken and will state their name and residential address.
- (I) Any person, during the course of a Council meeting, who engages in behavior that disrupts the meeting or speaker will be asked to leave by the Chairman/Mayor. If said person refuses to leave, they may be subject to removal.

Section 2. Rules of Order

- (A) All council meetings will be managed by "Rosenberg's Rules of Order: Simple Parliamentary Procedures for the 21's Century". In case of any conflict, Section 1 of this resolution will take precedence. See attached Rules of Order.
- (B) Council members will recuse themselves from any agenda item for conflicts of interest as defined in the city's Ethics Policy.
- (C) All votes will be tallied in accordance with the Oklahoma Open Meetings Act.
- (D) No council action will be nullified by any unintentional parliamentary or format violation or oversight.

Section 3. All previous resolutions regarding the Council rules of conduct are hereby repealed.

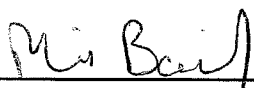
PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF BARTLESVILLE, OKLAHOMA, THIS 22nd DAY OF FEBRUARY, 2011.



Mayor



ATTEST:



City Clerk

*Amended by Resolution 3239 on May 9, 2011 to remove the phrase "in their entirety" from Section 1 (B).

RESOLUTION NO. 3239

A RESOLUTION AMENDING RESOLUTION 3225 ESTABLISHING A FORMAT AND RULES OF ORDER FOR THE CONDUCT OF CITY COUNCIL MEETINGS.

WHEREAS, the City Council wishes to amend Resolution 3225 Section 1, Item (B) in order to allow Council meetings the flexibility to televise action items, then retreat into a non-televised environment for workshop style discussions.

NOW THEREFORE BE IT RESOLVED that the Bartlesville City Council amends Section 1, Item (B) as follows:

Section 1. Format of Meeting

(B) Council meetings will be televised unless held in a location without normally available technical support, or in a workshop meeting where no action is planned.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF BARTLESVILLE, OKLAHOMA, THIS 9TH DAY OF MAY, 2011.



Mayor

ATTEST:



City Clerk



Rosenberg's Rules of Order:
Simple Parliamentary
Procedures for the 21st Century



MISSION:

To restore and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.

VISION:

To be recognized and respected as the leading advocate for the common interests of California cities.



About the League of California Cities

Established in 1898, the League of California Cities is a member organization that represents California's incorporated cities. The League strives to protect the local authority and autonomy of city government and help California's cities effectively serve their residents. In addition to advocating on cities' behalf at the state capitol, the League provides its members with professional development programs and information resources, conducts educational conferences and research, and publishes *Western City* magazine.

About *Western City* Magazine

Western City is the League of California Cities' monthly magazine. *Western City* provides lively, interdisciplinary analyses of issues affecting local governance. Its goal is to offer immediately practical ideas, information and bigger-picture policy issues and trends. For more information, visit www.westerncity.com.

"Rosenberg's Rules of Order" first appeared in *Western City* magazine in August and September 2003.

About the Author

Dave Rosenberg is an elected county supervisor representing the 4th District in Yolo County. He also serves as director of community and intergovernmental relations, director of operations, and senior advisor to the governor of California. He has served as a member and chair of numerous state and local boards, both appointed and elected, and also served on the Davis City Council for 12 years, including two terms as mayor. He has taught classes on parliamentary procedure and has served as parliamentarian for large and small governing bodies. In the fall of 2003, Gov. Davis appointed Rosenberg as a judge of the Yolo County Superior Court.

To order additional copies of this publication, call (916) 658-8257 or visit www.cacities.org/store.

© 2003 League of California Cities. All rights reserved.

1400 K Street, Sacramento, CA 95814

(916) 658-8200

Fax (916) 658-8240

www.cacities.org

Rosenberg's Rules of Order: Simple Parliamentary Procedures for the 21st Century

by Dave Rosenberg

The rules of procedure at meetings should be simple enough for most people to understand. Unfortunately, that hasn't always been the case. Virtually all clubs, associations, boards, councils and bodies follow a set of rules, *Robert's Rules of Order*, which are embodied in a small but complex book. Virtually no one I know has actually read this book cover to cover.

Worse yet, the book was written for another time and purpose. If you are running the British Parliament, *Robert's Rules of Order* is a dandy and quite useful handbook. On the other hand, if you're running a meeting of a five-member body with a few members of the public in attendance, a simplified version of the rules of parliamentary procedure is in order. Hence, the birth of "Rosenberg's Rules of Order."

This publication covers the rules of parliamentary procedure based on my 20 years of experience chairing meetings in state and local government. These rules have been simplified and slimmed down for 21st century meetings, yet they retain the basic tenets of order to which we are accustomed.

"Rosenberg's Rules of Order" are supported by the following four principles:

1. **Rules should establish order.** The first purpose of the rules of parliamentary procedure is to establish a

framework for the orderly conduct of meetings.

2. **Rules should be clear.** Simple rules lead to wider understanding and participation. Complex rules create two classes: those who understand and participate and those who do not fully understand and do not fully participate.
3. **Rules should be user-friendly.** That is, the rules must be simple enough that citizens feel they have been able to participate in the process.
4. **Rules should enforce the will of the majority while protecting the rights of the minority.** The ultimate purpose of the rules of procedure is to encourage discussion and to facilitate decision-making by the body. In a democracy, the majority rules. The rules must enable the majority to express itself and fashion a result, while permitting the minority to also express itself (but not dominate) and fully participate in the process.

The Chairperson Should Take a Back Seat During Discussions

While all members of the governing body should know and understand the rules of parliamentary procedure, it is the chairperson (chair) who is charged with applying the rules of conduct. The chair should be well versed in those

rules, because the chair, for all intents and purposes, makes the final ruling on the rules. In fact, all decisions by the chair are final unless overruled by the governing body itself.

Because the chair conducts the meeting, it is common courtesy for the chair to take a less active role than other members of the body in debates and discussions. This does *not* mean that the chair should not participate in the debate or discussion. On the contrary, as a member of the body, the chair has full rights to participate in debates, discussions and decision-making. The chair should, however, strive to be the last to speak at the discussion and debate stage, and should not make or second a motion unless he or she is convinced that no other member of the body will do so.

The Basic Format for an Agenda Item Discussion

Formal meetings normally have a written, published agenda; informal meetings may have only an oral or understood agenda. In either case, the meeting is governed by the agenda and the agenda constitutes the body's agreed-upon road map for the meeting. And each agenda item can be handled by the chair in the following basic format.

First, the chair should clearly announce the agenda item number and should clearly state what the subject is. The chair should then announce the format that will be followed.

Second, following that agenda format, the chair should invite the appropriate people to report on the item, including any recommendation they might have. The appropriate person may be the chair, a member of the governing body,

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire to move on.

a staff person, or a committee chair charged with providing information about the agenda item.

Third, the chair should ask members of the body if they have any technical questions for clarification. At this point, members of the governing body may ask clarifying questions to the people who reported on the item, and they should be given time to respond.

Fourth, the chair should invite public comments or, if appropriate at a formal meeting, open the meeting to public input. If numerous members of the public indicate a desire to speak to the subject, the chair may limit the time of each public speaker. At the conclusion of the public comments, the chair should announce that public input has concluded (or that the public hearing, as the case may be, is closed).

Fifth, the chair should invite a motion from the governing body members. The chair should announce the name of the member who makes the motion.

Sixth, the chair should determine if any member of the body wishes to second the motion. The chair should announce the name of the member who seconds the motion. It is normally good practice for a motion to require a second before proceeding with it, to ensure that it is not just one member of the body who is interested in a particular approach. However, a second is not an absolute requirement, and the chair can proceed with consideration and a vote on the motion even when there is no second. This is a matter left to the discretion of the chair.

Seventh, if the motion is made and seconded, the chair should make sure everyone understands the motion. This is done in one of three ways:

1. The chair can ask the maker of the motion to repeat it;
2. The chair can repeat the motion; or
3. The chair can ask the secretary or the clerk of the body to repeat the motion.

Eighth, the chair should now invite discussion of the motion by the members of the governing body. If there is no desired discussion or the discussion has ended, the chair should announce that the body will vote on the motion. If there has been no discussion or a very brief discussion, the vote should proceed immediately, and there is no need to repeat the motion. If there has been substantial discussion, it is normally best to make sure everyone understands the motion by repeating it.

Ninth, the chair takes a vote. Simply asking for the "ayes" and then the "nays" is normally sufficient. If members of the body do not vote, then they "abstain." Unless the rules of the body provide otherwise or unless a super-majority is required (as delineated later in these rules), a simple majority determines whether the motion passes or is defeated.

Tenth, the chair should announce the result of the vote and should announce what action (if any) the body has taken. In announcing the result, the chair should indicate the names of the members, if any, who voted in the minority on the motion. This announcement might take the following form: "The motion passes by a vote of 3-2, with Smith and Jones dissenting. We have passed the motion requiring 10 days' notice for all future meetings of this governing body."

Motions in General

Motions are the vehicles for decision-making. It is usually best to have a motion before the governing body prior to discussing an agenda item, to help everyone focus on the motion before them.

Motions are made in a simple two-step process. First, the chair recognizes the member. Second, the member makes a motion by preceding the member's desired approach with the words: "I move ..." A typical motion might be: "I move that we give 10 days' notice in the future for all our meetings."

The chair usually initiates the motion by:

1. Inviting the members to make a motion: "A motion at this time would be in order."
2. Suggesting a motion to the members: "A motion would be in order that we give 10-days' notice in the future for all our meetings."
3. Making the motion.

As noted, the chair has every right as a member of the body to make a motion, but normally should do so only if he or she wishes a motion to be made but no other member seems willing to do so.

The Three Basic Motions

Three motions are the most common:

1. **The basic motion.** The basic motion is the one that puts forward a decision for consideration. A basic motion might be: "I move that we create a five-member committee to plan and put on our annual fundraiser."
2. **The motion to amend.** If a member wants to change a basic motion that is under discussion, he or she would move to amend it. A motion to amend might be: "I move that we amend the motion to have a 10-member committee." A motion to amend takes the basic motion that is before the body and seeks to change it in some way.

Debate on policy is healthy; debate on personalities is not. The chair has the right to cut off discussion that is too personal, too loud or too crude.

3. The substitute motion. If a member wants to completely do away with the basic motion under discussion and put a new motion before the governing body, he or she would "move a substitute motion." A substitute motion might be: "I move a substitute motion that we cancel the annual fundraiser this year."

Motions to amend and substitute motions are often confused. But they are quite different, and so is their effect, if passed.

A motion to amend seeks to retain the basic motion on the floor, but to modify it in some way.

A substitute motion seeks to throw out the basic motion on the floor and substitute a new and different motion for it.

The decision as to whether a motion is really a motion to amend or a substitute motion is left to the chair. So that if a member makes what that member calls a motion to amend, but the chair determines it is really a substitute motion, the chair's designation governs.

When Multiple Motions Are Before The Governing Body

Up to three motions may be on the floor simultaneously. The chair may reject a fourth motion until the three that are on the floor have been resolved.

When two or three motions are on the floor (after motions and seconds) at the same time, the *first* vote should be on the *last* motion made. So, for example, assume the first motion is a basic "motion to have a five-member committee to plan and put on our annual fundraiser." During the discussion of this motion, a member might make a second motion to "amend the main motion to have a 10-member committee, not a five-member committee, to plan and put on our annual fundraiser." And perhaps, during that discussion, a member makes yet a third motion as a "substitute motion that we not have an annual fundraiser this year." The proper procedure would be as follows.

First, the chair would deal with the *third* (the last) motion on the floor, the substitute motion. After discussion and debate, a vote would be taken first on the third motion. If the substitute motion *passes*, it would be a substitute for the basic motion and would eliminate it. The first motion would be moot, as would the second motion (which sought to amend the first motion), and the action on the agenda item would be complete. No vote would be taken on the first or second motions. On the other hand, if the substitute motion (the third motion) *failed*, the chair would proceed to consideration of the second (now the last) motion on the floor, the motion to amend.

If the substitute motion failed, the chair would then deal with the second (now the last) motion on the floor, the motion to amend. The discussion and debate would focus strictly on the amendment (should the committee be five or 10 members). If the motion to amend *passed*, the chair would now move to consider the main motion (the first motion) as *amended*. If the motion to amend failed, the chair would now move to consider the main motion (the first motion) in its original format, not amended.

Third, the chair would now deal with the first motion that was placed on the floor. The original motion would either be in its original format (five-member committee) or, if amended, would be in its amended format (10-member committee). And the question on the floor for discussion and decision would be whether a committee should plan and put on the annual fundraiser.

To Debate or Not to Debate

The basic rule of motions is that they are subject to discussion and debate. Accordingly, basic motions, motions to amend, and substitute motions are all eligible, each in their turn, for full discussion before and by the body. The debate can continue as long as members of the body wish to discuss an item, subject to the decision of the chair that it is time to move on and take action.

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the body to move on. The following motions are *not* debatable (that is, when the following motions are made and seconded, the chair must immediately call for a vote of the body without debate on the motion):

A motion to adjourn. This motion, if passed, requires the body to immediately adjourn to its next regularly scheduled meeting. This motion requires a simple majority vote.

A motion to recess. This motion, if passed, requires the body to immediately take a recess. Normally, the chair determines the length of the recess, which may range from a few minutes to an hour. It requires a simple majority vote.

The challenge for anyone chairing a public meeting is to accommodate public input in a timely and time-sensitive way, while maintaining steady progress through the agenda items.

A motion to fix the time to adjourn.

This motion, if passed, requires the body to adjourn the meeting at the specific time set in the motion. For example, the motion might be: "I move we adjourn this meeting at midnight." It requires a simple majority vote.

A motion to table. This motion, if passed, requires discussion of the agenda item to be halted and the agenda item to

be placed on "hold." The motion may contain a specific time in which the item can come back to the body: "I move we table this item until our regular meeting in October." Or the motion may contain no specific time for the return of the item, in which case a motion to take the item off the table and bring it back to the body will have to be taken at a future meeting. A motion to table an item (or to bring it back to the body) requires a simple majority vote.

A motion to limit debate. The most common form of this motion is to say: "I move the previous question" or "I move the question" or "I call for the question." When a member of the body makes such a motion, the member is really saying: "I've had enough debate. Let's get on with the vote." When such a motion is made, the chair should ask for a second to the motion, stop debate, and vote on the motion to limit debate. The motion to limit debate requires a two-thirds vote of the body. Note that a motion to limit debate could include a time limit. For example: "I move we limit debate on this agenda item to 15 minutes." Even in this format, the

the motion fails. If one member is absent and the vote is 3-3, the motion still fails.

All motions require a simple majority, but there are a few exceptions. The exceptions occur when the body is taking an action that effectively cuts off the ability of a minority of the body to take an action or discuss an item. These extraordinary motions require a two-thirds majority (a super-majority) to pass:

Motion to limit debate. Whether a member says, "I move the previous question," "I move the question," "I call for the question" or "I move to limit debate," it all amounts to an attempt to cut off the ability of the minority to discuss an item, and it requires a two-thirds vote to pass.

Motion to close nominations. When choosing officers of the body, such as the chair, nominations are in order either from a nominating committee or from the floor of the body. A motion to close nominations effectively cuts off the right of the minority to nominate officers, and it requires a two-thirds vote to pass.

pend the rules for a particular purpose. For example, the body (a private club) might have a rule prohibiting the attendance at meetings by non-club members. A motion to suspend the rules would be in order to allow a non-club member to attend a meeting of the club on a particular date or on a particular agenda item.

The Motion to Reconsider

There is a special and unique motion that requires a bit of explanation all by itself: the motion to reconsider. A tenet of parliamentary procedure is finality. After vigorous discussion, debate and a vote, there must be some closure to the issue. And so, after a vote is taken, the matter is deemed closed, subject only to reopening if a proper motion to reconsider is made.

A motion to reconsider requires a majority vote to pass, but there are two special rules that apply only to the motion to reconsider.

First is the matter of timing. A motion to reconsider must be made at the meeting where the item was first voted upon or at the very next meeting of the body. A motion to reconsider made at a later time is untimely. (The body, however, can always vote to suspend the rules and, by a two-thirds majority, allow a motion to reconsider to be made at another time.)

Second, a motion to reconsider may be made only by certain members of the body. Accordingly, a motion to reconsider may be made only by a member who voted *in the majority* on the original motion. If such a member has a change of heart, he or she may make the motion to reconsider (any other member of the body may second the motion). If a member who voted *in the minority* seeks to make the motion to reconsider, it must be ruled out of order. The purpose of this rule is finality. If a member of the minority could make a motion to reconsider, then the item could be brought back to the body again and again, which would defeat the purpose of finality.

If you are running the British Parliament, Robert's Rules of Order is a dandy and quite useful handbook.

motion to limit debate requires a two-thirds vote of the body. A similar motion is a *motion to object to consideration of an item*. This motion is not debatable, and if passed, precludes the body from even considering an item on the agenda. It also requires a two-thirds vote.

Majority and Super-Majority Votes

In a democracy, decisions are made with a simple majority vote. A tie vote means the motion fails. So in a seven-member body, a vote of 4-3 passes the motion. A vote of 3-3 with one abstention means

Motion to object to the consideration of a question. Normally, such a motion is unnecessary, because the objectionable item can be tabled or defeated straight up. However, when members of a body do not even want an item on the agenda to be considered, then such a motion is in order. It is not debatable, and it requires a two-thirds vote to pass.

Motion to suspend the rules. This motion is debatable, but requires a two-thirds vote to pass. If the body has its own rules of order, conduct or procedure, this motion allows the body to sus-

If the motion to reconsider passes, then the original matter is back before the body, and a new original motion is in order. The matter may be discussed and debated as if it were on the floor for the first time.

Courtesy and Decorum

The rules of order are meant to create an atmosphere where the members of the body and the members of the public can attend to business efficiently, fairly and with full participation. And at the same time, it is up to the chair and the members of the body to maintain common courtesy and decorum. Unless the setting is very informal, it is always best for only one person at a time to have the floor, and it is always best for every

It is usually best to have a motion before the governing body prior to discussing an agenda item, to help everyone focus.

lege relate to anything that would interfere with the normal comfort of the meeting. For example, the room may be too hot or too cold, or a blowing fan might interfere with a person's ability to hear.

Order. The proper interruption would be: "Point of order." Again, the chair would ask the interrupter to "state your point." Appropriate points of order

Withdraw a motion. During debate and discussion of a motion, the maker of the motion on the floor, at any time, may interrupt a speaker to withdraw his or her motion from the floor. The motion is immediately deemed withdrawn, although the chair may ask the person who seconded the motion if he or she wishes to make the motion, and any other member may make the motion if properly recognized.

Motions to amend and substitute motions are often confused. But they are quite different, and so is their effect, if passed.

speaker to be first recognized by the chair before proceeding to speak.

The chair should always ensure that debate and discussion of an agenda item focus on the item and the policy in question, not on the personalities of the members of the body. Debate on policy is healthy; debate on personalities is not. The chair has the right to cut off discussion that is too personal, too loud or too crude.

Debate and discussion should be focused, but free and open. In the interest of time, the chair may, however, limit the time allotted to speakers, including members of the body. Can a member of the body interrupt the speaker? The general rule is no. There are, however, exceptions. A speaker may be interrupted for the following reasons:

Privilege. The proper interruption would be: "Point of privilege." The chair would then ask the interrupter to "state your point." Appropriate points of privi-

relate to anything that would not be considered appropriate conduct of the meeting; for example, if the chair moved on to a vote on a motion that permits debate without allowing that discussion or debate.

Appeal. If the chair makes a ruling that a member of the body disagrees with, that member may appeal the ruling of the chair. If the motion is seconded and after debate, if it passes by a simple majority vote, then the ruling of the chair is deemed reversed.

Call for orders of the day. This is simply another way of saying, "Let's return to the agenda." If a member believes that the body has drifted from the agreed-upon agenda, such a call may be made. It does not require a vote, and when the chair discovers that the agenda has not been followed, the chair simply reminds the body to return to the agenda item properly before them. If the chair fails to do so, the chair's determination may be appealed.

Special Notes About Public Input

The rules outlined here help make meetings very public-friendly. But in addition, and particularly for the chair, it is wise to remember three special rules that apply to each agenda item:

Rule One: Tell the public what the body will be doing.

Rule Two: Keep the public informed while the body is doing it.

Rule Three: When the body has acted, tell the public what the body did.

Public input is essential to a healthy democracy, and community participation in public meetings is an important element of that input. The challenge for anyone chairing a public meeting is to accommodate public input in a timely and time-sensitive way, while maintaining steady progress through the agenda items. The rules presented here for conducting a meeting are offered as tools for effective leadership and as a means of developing sound public policy. ■

SKU 1533

\$5.00

To order additional copies of this
publication, call (916) 658-8257 or
visit www.cacities.org/store.

© 2003 League of California Cities.
All rights reserved.



LEAGUE
OF CALIFORNIA
CITIES

1400 K Street
Sacramento, CA 95814
(916) 658-8200
Fax (916) 658-8240
www.cacities.org



*This publication is printed
on recycled paper*

RESOLUTION 3226

A CODE OF ETHICS APPLICABLE TO ALL ELECTED OFFICIALS, EMPLOYEES AND MEMBERS OF BOARDS, TRUSTS, COMMITTEES AND AUTHORITIES FOR THE CITY OF BARTLESVILLE PURSUANT TO ARTICLE 2, SECTION 13 OF THE BARTLESVILLE CITY CHARTER.

WHEREAS, a Code of Ethics spells out ethical standards of conduct intended to foster public trust and promote confidence in the integrity of government by avoiding the appearance of self-interest, personal gain, or benefit; and

WHEREAS, a Code of Ethics establishes guidelines to insure that City elected officials or employees, and members of boards, trusts, committees and authorities (a) act impartially, responsibly and independently, (b) make decisions and policies through proper channels of City governmental structure, and (c) serve the public interest rather than some private interest; and

WHEREAS, by enacting a Code of Ethics, the City recognizes that certain responsibilities accompany public office or public position. These responsibilities address the need for City official or employees, and appointees to discharge their duties in the public interest, uphold the U.S. and State Constitutions, and carry out the laws of the nation, state, and municipality with impartiality and fairness and without regard to their private interests; and

WHEREAS, the Amended Charter of the City of Bartlesville requires the adoption of a written Code of Ethics within 60 days of the ratification of the Amended Charter; and

WHEREAS, the Bartlesville City Council expresses its gratitude to the city of Madison, Wisconsin and CityEthics.org for allowing literal and verbatim use of sections of the Madison Ethics Code Simplified and the Model Ethics Code, respectively, in the creation of the Bartlesville Code of Ethics.

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

It shall be incumbent upon all elected official or employees, and members of boards, trusts committees and authorities for the City of Bartlesville, referred to from here on as “official or employees,” to discharge their duties with strict adherence to the Bartlesville Code of Ethics as presented.

BARTLESVILLE CODE OF ETHICS

1. Conflict of Interest.

- a. An official or employee may not use his/her position or office, or take or fail to take any action, or influence others to take or fail to take any action, in a manner which he or she knows, or has a reason to believe, may result in personal or financial benefit, not shared with a substantial segment of the city's population, for any of the following persons or entities (no group of government employees may be considered "a substantial segment" for the purposes of this provision):
 1. himself or herself;
 2. a member of his or her household, including a domestic partner and his or her dependents, or the employer or business of any of these people;
 3. a sibling or step-sibling, step-child, parent or step-parent, niece or nephew, uncle or aunt, or grandparent or grandchild of either himself or herself, or of his or her spouse or domestic partner;
 4. an outside employer or business of his or hers, or of his or her spouse or domestic partner;
 5. a customer or client;
 6. a person or entity from whom the official or employee has received an election campaign contribution of more than \$200 in the aggregate during the past election cycle (this amount includes contributions from a person's immediate family or business);
 7. a substantial debtor or creditor of his or hers, or of his or her spouse or domestic partner; or
 8. a nongovernmental civic group, union, social, charitable, or religious organization of which he or she (or his or her spouse or domestic partner) is an officer, director or board member.
- b. It is a violation of this code for an official or employee to, within two years of entering city employment or service, award a contract or participate in a matter benefiting a person or entity that formerly employed him or her.

2. Legislators Employed by City

A member of the legislative body has a conflict of interest with respect to any labor contract to which he or she, or a member of his or her household, may be a party, and with respect to an appropriation to any city department or agency through which he or she, or a member of his or her household, is employed.

3. Recusal from Participation

- a. An official or employee must refrain from acting on or discussing, formally or informally, a matter before the city, if acting on the matter, or failing to act on the matter, may personally or financially benefit any of the persons or entities listed in subsection 1 of this section.
- b. An official or employee must refrain from acting or discussing, formally or informally, a matter involving a person who appointed or recommended him or

her for that position, if he or she is aware of such appointment or recommendation.

- c. If a board or agency member is requested to recuse from participation in a matter, for the reason that he or she has a conflict of interest, by
 1. another member,
 2. a party to the current matter, or
 3. anyone else who may be affected by a decision relating to this matter, the member must decide whether to recuse him or herself.
- d. Recusal at a meeting requires the public announcement, on the record and to be reflected in the minutes, of the reason for recusal if the reason is set forth in this section. The recusal should be marked as a "recusal" in the minutes.
- e. Rule of Necessity: If and only if recusal would leave a board with less than a quorum capable of acting, members must disclose their conflicts on the public record to be reflected in the minutes, but they may then vote. If an official or employee is the only person authorized by law to act, the official or employee must disclose the nature and circumstances of the conflict.

4. Gifts

The Code states that no official or employee may solicit or accept (directly or indirectly) anything of value that could reasonably be expected to influence a vote, official or employee action, or judgment or be considered a reward for any official or employee action or inaction.

5. Preferential Treatment

An official or employee may not, directly or indirectly, in a positive or negative sense, treat anyone, including himself and his family, preferentially, that is, other than in a manner generally accorded to city residents.

6. Confidential Information

An official or employee, a former official or employee, a contractor or a consultant may not use confidential information, obtained formally or informally as part of his or her work for the city or due to his or her position with the city, to further his or her own or any other person or entity's personal or financial interests.

7. Political Activities

- a. An official or employee, or municipal candidate may not knowingly request, or authorize anyone else to request, that any subordinate or potential future subordinate participate in an election campaign or make a political contribution. Nor may he or she engage in any political activity while on duty for the city, with the use of city funds, supplies, vehicles, or facilities, or during any period of time during which he or she is normally expected to perform services for the city, for which compensation is paid.

(Note that this code does not restrict voluntary political contributions or political activity by any official or employee or employee.)

8. Patronage

No official or employee may promise an appointment or the use of his or her influence to obtain an appointment to any position as a reward for any political activity or contribution.

9. Falsely Impugning Reputation

An official or employee may not falsely impugn the reputation of a city resident. If an official or employee believes his or her accusation to be true, and then learns that it was false, even in part, he or she should apologize in the same forum the accusations were made. A failure to so apologize within a reasonable period of time after learning of the falseness of the accusations will create the presumption that the conduct was fully intentional.

10. Honesty in Applications for Positions

No person seeking to become an official or employee or consultant or contractor may make any false statement, submit any false document, or knowingly withhold information about wrongdoing in connection with employment by or service for the city.

11. Whistle-Blower Protection.

Neither the city nor any person, including official or employees, may take or threaten to take, directly or indirectly, official or employee or personal action, including but not limited to discharge, discipline, personal attack, harassment, intimidation, or change in job, salary, or responsibilities, against any official or employee, employee, or other person (or against any member of their family) because that person, or a person acting on his or her behalf, reports, verbally or in writing regarding an alleged violation of this code. The provisions of this section are not applicable when the complainant, witness, or reporter of a violation made accusations or other statements that were malicious and false. A violation of this section is a violation of this code.

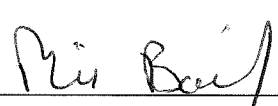
APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 22 DAY OF FEBRUARY, 2011.



Mayor



Attest:



City Clerk

**CITY OF BARTLESVILLE
AUTHORITIES, BOARDS, COMMISSIONS, COMMITTEES AND CITY COUNCIL**

A-Advisor VM-Voting Member

	<u>STAFF</u>	<u>COUNCIL REP.</u>
1. Adams Municipal Golf Course Operating Committee- 6 members..... 1 st Tues. of every other month at 6:00 p.m. in the Adams Clubhouse	Benedict (A)	Dorsey (VM)
2. Adult Center Trust Authority – 7 members..... Meetings as needed at the 55+ Activity Center	Bailey (A)	
i. 55+ Activity Center Board of Director- 10 members..... 3 rd Thursday of each month at 9 a.m. at the Activity Center	Bailey (A)	
3. Ambulance Commission – 4 members..... Meetings as needed – City Hall	Topping & Roles (A)	
4. Bartlesville Development Authority – 5 members..... 4 th Wed. of each month at 8 a.m. at the Depot, Silas Conference Room		Copeland & Curd (A)
i. Bartlesville Convention & Visitors Bureau (Visitors, Inc.) 12 members - 3 rd Tuesday each month at noon at the Depot.		
5. Bartlesville Redevelopment Trust Authority – 6 members..... 4 th Wed. of each month at 3:30 in Council Chambers at City Hall	Bailey (A)	Stuart (VM)
6. Board of Adjustment – 5 members..... 4 th Thursday of each month at 5 p.m. in Council Chambers at City Hall	Beeman & Collins(A)	
7. City Council-5 members..... 1 st Monday of each month at 7 p.m. in Council Chambers at City Hall	Bailey (A)	Full Council (VM)
i. Bartlesville Education Authority-Council Members.....	Bailey (A)	Full Council (VM)
ii. Bartlesville Municipal Authority – Council Members.....	Bailey (A)	Full Council (VM)
iii. City/County Emergency Management Council..... i., ii., and iii. Meet as needed	Bailey (A)	Full Council (VM)
8. City Planning Commission –7 members..... 4 th Tuesday of each month at 5:30 p.m. in Council Chambers at City Hall	Beeman (A)	Roane (VM)
9. Community Center Trust Authority – 10 members..... Meet once a quarter at 8 a.m. at the Community Center (CCTA has subcommittees that meet as needed)	Bailey (A)	Copeland (VM)
10. Construction and Fire Code Appeals Board – 5 members..... Meet as needed.	Yankovich & Topping (A)	
11. Downtown Landscape Task Force – 8 members..... Meet as needed	Siemers & Robinson (v)	Curd & Roane (V)
12. Employee Advisory Committee-12 members..... 2 nd Wed. of each month at 9 a.m. in the 2 nd fl. Conf. Room at City Hall	Bailey (A)	
13. History Museum Trust Authority – 9 members..... Meet once a quarter Jan. April, July and Oct on 4 th Wed. at 9:15 a.m. in the Museum Conference Room 4 th floor City Hall	McGill (A)	Roane (VM)

14. Library Board – 8 members..... McGill (A)
2nd Tuesday Bi-Monthly at 4:30 p.m. in the Library.
15. Library Trust Authority – 8 members..... McGill (A) **Stuart (VM)**
Meet twice a year and as needed.
16. Park Board - 6 members..... ~~Beeman~~, Henry, Robinson (A) Curd (VM)
3rd Thursday of each month at 12:00 p.m. in 1st fl. Conf. Room
 - i. Tree Sub-Committee of the Park Board – 5 members..... ~~Beeman~~ & Robinson (A)
2nd Thursday of each month, excluding June, July and August, at 12 p.m. at City Hall
17. Sewer System Improvements Oversight Committee – 7 members..... Bailey, Lauritsen (A) Dorsey (VM)
2nd Monday of each month at 4 p.m. in 1st fl. Conf. Room at City Hall.
18. Street and Traffic Committee – 7 members..... Topping, Henry, Roles (A) **Stuart (A)**
2nd Thursday of each month at noon in 1st fl. Conf. Room
19. Tax Incentive District Review committee – 9 members..... ~~Beeman~~ (A) Roane (VM)
Meet as needed.
20. Tower Green Design Committee – 7 members..... ~~Beeman~~ (A) Roane & Curd (V)
Meet as Needed
21. Transportation Committee – 5 members..... ~~Beeman~~ (A) Siemers (A) Muninger (A) Roane & Dorsey (VM)
Meet as Needed
22. Water Resources Committee – 13 members Bailey (VM) & Lauritsen (A) Copeland & Roane (VM)
Meet as needed. Mayor (or his designee) & a City Council Member sits on this committee.
23. White Rose Cemetery Board – 9 members..... Henry (A)
Meetings are held in odd months, 4th Thursday at 9:15 a.m.
at the White Rose Cemetery Office

November 16, 2022

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Executive session to discuss outstanding grievance and litigation relating to former employee, Brian Brewington pursuant to 25 O.S. Sec. 307(B).

Attachments:

Proposed Resolution Delegating Settlement Authority to the City Manager to Approve Settlement of Pending Litigation

II. STAFF COMMENTS AND ANALYSIS

There is currently pending in the District Court of Washington County, State of Oklahoma, a lawsuit styled City of Bartlesville, Plaintiff, versus Brian Brewington and Fraternal Order of Police Lodge 117, Defendants, Case No. CV-2021-84 in which the City, among other things, contends that a pending grievance filed by Brian Brewington is not arbitrable. Brewington and FOP have vigorously denied the claims of the City in the State Court Action and none of the Parties admit the allegations, contentions and claims of the opposing Party, but nevertheless to save and reduce further expense of litigation, each of the Parties is willing to consider settlement on mutually agreeable terms.

There is currently pending the United States District Court for the Norther District of Oklahoma, a lawsuit styled Brian Brewington, Plaintiff, versus the City of Bartlesville, Case No. 22-CV-0026-CVE-SH in which Brewington contends that the City violated federal and state law. The City has vigorously denied the claims of Brewington and none of the Parties admit the allegations, contentions and claims of the opposing Party, but nevertheless to save and reduce further expense of litigation, each of the Parties is willing to consider settlement on mutually agreeable terms.

III. RECOMMENDED ACTION

Staff recommends that the City Council delegate the authority to settle all claims with Brian Brewington by approving the attached Resolution Delegating Settlement Authority to the City Manager to Approve Settlement of Pending Litigation.

RESOLUTION NO. _____

**A RESOLUTION DELEGATING SETTLEMENT AUTHORITY TO THE CITY MANAGER
TO APPROVE SETTLEMENT OF PENDING LITIGATION.**

WHEREAS, on June 2, 2021 Brian Brewington submitted a grievance relating to the termination of his employment by the City of Bartlesville to the Federal Mediation and Conciliation Service (hereinafter the “Grievance”); and

WHEREAS, there is pending in the District Court of Washington County, State of Oklahoma, a lawsuit styled *City of Bartlesville, Plaintiff, versus Brian Brewington and Fraternal Order of Police Lodge 117, Defendants*, Case No. CV-2021-84 (the “State Court Action”), in which the City, among other things, contends that the Grievance is not arbitrable; and

WHEREAS, there is pending the United States District Court for the Norther District of Oklahoma, a lawsuit styled *Brian Brewington, Plaintiff, versus the City of Bartlesville*, Case No. 22-CV-0026-CVE-SH (the “Federal Court Action”) in which Brewington contends that the City’s termination of his employment violated federal and state law; and

WHEREAS, it is necessary and advisable for the City Council to officially delegate authority to approve settlement of the Grievance, the State Court Action, and the Federal Court Action.

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

The City Manager is hereby authorized to enter into an agreement to settle the Grievance, the State Court Action, and the Federal Court Action for a combined amount not to exceed \$100,000.00 subject to such other terms and conditions as are acceptable to City Manager in his sole discretion.

APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 5th DAY OF DECEMBER, 2022.

Dale Copeland, Mayor
City of Bartlesville

ATTEST:

Jason Muninger, City Clerk
City of Bartlesville