



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

REGULAR MEETING OF THE BARTLESVILLE CITY COUNCIL

Monday, June 3, 2024
5:30 p.m.

Mayor Dale Copeland
918-338-4282

AGENDA

1. Call to order the business meeting of the Bartlesville City Council by Mayor Copeland.
2. Roll call and establishment of a quorum.
3. The Invocation will be provided by Pastor Stephen Ivey, Greater First Baptist Church.
4. Citizens to be heard.
5. Discuss and take possible action to fill the City Council position for Ward 4 in the City of Bartlesville, and to possibly administer the Oath of Office to appointee. Presented by Mayor Copeland.
6. City Council Announcements and Proclamations.
 - Purple Heart City Proclamation
7. Authorities, Boards, Commissions and Committee Openings
 - One opening on the Ambulance Commission
 - One opening on the Bartlesville Area History Museum Trust Authority
8. Consent Docket
 - a. Approval of Minutes
 - i. The Regular Meeting Minutes of May 6, 2024.
 - b. Approval and/or Ratification of Appointments to Authorities, Boards, Commissions, and Committees.
 - i. Appointment of Ms. Melanie Bayles to fill an unexpired position on the Bartlesville Area History Museum Trust Authority at the recommendation of Mayor Copeland.
 - ii. Appointment of Ms. Laura Jensen to a three-year term on the Keep Bartlesville Beautiful Committee at the recommendation of Mayor Copeland.
 - iii. Reappointment of Ms. Jana Tresher to an additional three year term on the Street and Traffic Committee at the recommendation of Councilmember Roszel.
 - iv. Ratify appointment of Ms. Tara Gotwalt for a three-year term as Trustee for the Bartlesville Development Authority at the recommendation of Mayor Copeland.
 - v. Ratify the election of Ms. Gayle Lester as Chair and Ms. Jamie Bennett as Secretary/Treasurer of the Bartlesville Development Authority for FY 2024-2025.
 - c. Approval of Ordinances
 - i. Ordinances and Joinder Agreements to implement Customized Manager Option (CMO) Plans through the Oklahoma Municipal Retirement Fund (OKMRF).

d. Approval of Resolutions

- i. Amending the contracts of the City Judge and Golf Professional adjusting their compensation to accommodate the approved cost of living adjustments and merit increases for Fiscal Year 2024-2025.
- ii. Amending the budget of the City of Bartlesville, Oklahoma for Fiscal Year 2023-2024, appropriating unanticipated revenue for the Golf Course Memorial Fund.
- iii. Amending the budget of the City of Bartlesville for Fiscal Year 2023-2024 appropriating grant funds from the Oklahoma Department of Aerospace and Aeronautics (ODAA) for the Bartlesville Municipal Airport.

e. Approval and/or Ratification of Agreements, Contracts, Engagement Letters, Change Orders, Memorandums of Understanding, Fee Schedules, and Mayoral Proclamations and Letter.

- i. Professional E-Rate Management Services – Fee Schedule between the City of Bartlesville/Bartlesville Public Library and Kellogg and Sovereign Consulting for completion and submission of all forms for E-Rate funding.
- ii. Business Associate Agreement between the City of Bartlesville Group Benefit Plan and HCC Life Insurance Company to switch stop loss carriers from Optum to HCC Life Insurance Company.
- iii. Airport Hangar Lease Agreement between the City of Bartlesville/Bartlesville Municipal Airport and BMI Aviation to store one Socata TB21 aircraft in Hangar 8.
- iv. Airport Hangar Lease Agreement between the City of Bartlesville/Bartlesville Municipal Airport and Phoenix Rising Aviation, Inc. to lease South Hangar 1.
- v. Location Facilities Agreement (non-filmed location) between Sarah's Oil, LLC and the City of Bartlesville/Bartlesville Municipal Airport for Hangar 2 for personnel, vehicles and equipment.
- vi. Amended Contract between the City of Bartlesville and Washington County SPCA.
- vii. Short Form Construction Contract between the City of Bartlesville and Haynes Equipment Company to install a replacement filter aide chemical feed system at the Water Treatment Plant.
- viii. Professional Service Contract between the City of Bartlesville and Keleher Architects for Architectural and Engineering Design of two equipment sheds located in the City's operation yard.
- ix. Professional Services Agreement Amendment No. 3 between the City of Bartlesville and Tetra Tech, Inc. for engineering services for the Wastewater Treatment Plant Expansion and the Limestone to Chickasaw Transport Corridor Improvements.
- x. Operation and Maintenance Contract Amendment No. 4 between the City of Bartlesville and Veolia Water for the Chickasaw Wastewater Treatment Plant.
- xi. Design Contract between the City of Bartlesville and CEC Corporation for engineering design for reconstruction of Yale Drive between Adams Boulevard and Frank Phillips Boulevard.
- xii. Agreement with CivicPlus for codification and ordinance bank subscription, and supplementation services.
- xiii. First Amended and Restated Employment Agreement between the City of Bartlesville and Jess M. Kane for his services as City Attorney.
- xiv. Employment Agreement between the City of Bartlesville and Rocky R. Bevard to provide intensive background investigations on potential employees for the Bartlesville Police Department, a department of the City of Bartlesville, an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution.
- xv. A Memorandum of Understanding between the City of Bartlesville and Bartlesville Professional Firefighters, Local 200, International Association of Firefighters, to provide paid administrative leave to Johnny Kelley, Bartlesville Fire Fighter and Barnsdall Mayor, so that he may provide full time assistance to Barnsdall to assist in its recovery effort from the May 6, 2024 tornado.
- xvi. A Memorandum of Understanding updating Appendix 1 of the Fraternal Order of Police (FOP) Collective Bargaining Agreement for Fiscal Year 2023-2025 providing for a 6% cost of living increase.

- xvii. A Memorandum of Understanding updating Article 15 of the Fraternal Order of Police (FOP) Collective Bargaining Agreement for Fiscal Year 2024-2025 regarding payout of monthly stipends.
- xviii. Ratification of a Disaster Emergency Proclamation that was authorized and signed by Mayor Copeland at the request of Kary Cox, Director, Washington County Emergency Management on May 9, 2024 regarding the May 6, 2024 tornado event.
- xix. Ratification of a Detailed Rebuttal to Presumption of Minimal Adverse Impacts on Proposed Acquisition into Trust for Cherokee Nation Memo authorized and signed by Mayor Copeland on May 21, 2024.

f. Receipt of Bartlesville NEXT Progress Report

- i. Bartlesville NEXT Progress Report – May 2024.

g. Receipt of Financials

- i. Interim Financials for ten months ending April, 2024.

h. Receipt of Bids

- i. Bid No. 2023-2024-016 for the Pathfinder Improvements Projects 2024.

9. Discuss and take possible action to award Bid No. 2023-2024-016 for the Pathfinder Improvements 2024 Project. Presented by Vice Mayor Curd.

10. Public hearing and possible action on a request by Chris Hester to close a portion of the Interurban Street right-of-way located adjacent to Lot 1, Block 1, Highland Park, 2nd Addition, (225 NE Howard Avenue) Bartlesville, Washington County, Oklahoma. Presented by Micah Siemers, P.E., Director of Engineering.

11. Discuss and take possible action on a recommendation from the Bartlesville Development Authority for extension of the resident Recruitment Program incentive. Presented by Chris Batchelder, Vice President, Business Development, Bartlesville Development Authority.

12. New Business.

13. City Manager and Staff Reports.

14. City Council Comments and Inquiries.

15. Adjournment.

The Agenda was received and filed in the Office of the City Clerk and posted in prominent public view at City Hall at 5:30 p.m. on Thursday, May 30, 2024.



Jason Muninger, City Clerk/CFO



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.



Official Proclamation

A PURPLE HEART CITY

WHEREAS, the people of the City of Bartlesville, Oklahoma have great admiration and the utmost gratitude for all the men and women who have selflessly served their country and this community in the Armed forces; and

WHEREAS, veterans have paid the high price of freedom by leaving their families and communities and placing themselves in harm's way for the good of all; and

WHEREAS, the contributions and sacrifices of the men and women from the City of Bartlesville who served in the Armed forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, many men and women in uniform have given their lives while serving in the Armed forces; and

WHEREAS, many citizens of our community have earned the Purple Heart Medal as a result of being wounded while engaged in combat with an enemy force, construed as a singularly meritorious act of essential service; and

WHEREAS, May 6, 2024 has been officially designated as the day for the City of Bartlesville, Oklahoma to remember and recognize veterans who are recipients of the Purple Heart Medal.

NOW THEREFORE, I, Dale Copeland, Mayor of the City of Bartlesville and on behalf of the City Council, hereby proclaims the City of Bartlesville, Oklahoma as a Purple Heart City, honoring the service and sacrifice of our nation's men and women in uniform wounded or killed by the enemy while serving to protect the freedoms enjoyed by all Americans.

IN WITNESS WHEREOF, we hereunto set our hands and caused the Official Seal of the City of Bartlesville, Oklahoma, to be affixed this 3rd day of June, in the year of our Lord two thousand and twenty-four.

Dale W. Copeland, Mayor



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

REGULAR MEETING OF THE BARTLESVILLE CITY COUNCIL

**Monday, May 6, 2024
Immediately following the
Special Meeting of the
Bartlesville Municipal Authority
beginning at 5:30 p.m.**

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

MINUTES

(The Notice of Meeting was posted December 15, 2023 and the Agenda was posted May2, 2024 at 5:30 p.m.)

City Council present were Mayor Dale Copeland, Vice Mayor Jim Curd, Jr., Councilmembers Trevor Dorsey (arriving at 5:40 p.m.), and Loren Roszel.

City staff present were Mike Bailey, City Manager; Jess Kane, City Attorney; Jason Muninger, CFO/City Clerk; Laura Sanders, Assistant City Manager; Micah Siemers, Director of Engineering; Shellie McGill, Director of the Library and Museum; Kelli Williams, Chief Communications Officer; Larry Curtis, Director of Community Development; Alicia Shelton, Accountant; Kelsey Walker, Communications and Marketing Manager; Police Chief Kevin Ickleberry; Deputy Police Chief Troy Newell; Captain Andrew Ward; Fire Chief David Topping; Captain Travis Martinez, Security; and Elaine Banes, Executive Assistant.

- 1. The business meeting of the Bartlesville City Council was called to order by Mayor Copeland at 5:36 p.m.**
- 2. Roll call was conducted and a quorum established.**
- 3. Citizens to be heard.**

There were no citizens to be heard.

- 4. City Council Announcements and Proclamations.**
 - Purple Heart City Proclamation – This proclamation was pulled from the agenda.
 - National Police Week May 12-18, 2024 Proclamation read by Vice Mayor Curd.
 - Presentation of Meritorious Conduct Awards to Police Officers Sergeant Jarred Burdick, Sergeant Caleb Samson, School Resource Officer Maggie Blevins; Citizens Thad Freidman, Peter Emmitt, Bon Bennett, Jack Williams, Craig Flowers, John Donoghue; and Firefighters Jacob Hickok, Trevor Rabbitt, Jerison Monday and Matthew Larson. Presented by Police Chief Kevin Ickleberry and Fire Chief David Topping.
- 5. Authorities, Boards, Commissions and Committee Openings**
 - One opening on the Ambulance Commission
 - 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.

6. Consent Docket

a. Approval of Minutes

- i. The Regular Meeting Minutes of April 1, 2024.
- ii. The Special Meeting Minutes of April 15, 2024.
- iii. The Special Workshop Meeting Minutes of April 15, 2024.

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

- i. Appointment of Ms. Allison Swift, Mr. Orville Burks and Ms. Kristy Kier to three year terms each on the Street and Traffic Committee at the recommendation of Councilmember Roszel.
- ii. Appointment of Mr. Cole Crockett to a three-year term on the Sewer System Improvements Oversight Committee at the recommendation of Mr. Dorsey.
- iii. Appointment of Ms. Jan Watt to a three-year term on the Community Center Trust Authority at the recommendation of Mayor Copeland.
- iv. Reappointment of Mr. Richard Keim for an additional three-year term on the Ambulance Commission at the recommendation of Mayor Copeland.
- v. Appointment of Dr. Gopal Chandrasekharan for a three-year term on the Keep Bartlesville Beautiful Committee at the recommendation of Mayor Copeland.

c. Approval of Resolutions

- i. Amending the Agreements by Resolution to the City Council's employee agreements with the City Manager, City Attorney, and Municipal Judge.
- ii. Approving a Cooperative Law Enforcement Agreement by Resolution between the City of Bartlesville and the Bureau of Indian Affairs.

d. Approval of Agreements, Contracts, Engagement Letters, Change Orders, Memorandums of Understanding, and Grant Applications.

- i. Renewal of City Manager's Employment Agreement.
- ii. Contract with Stephen Smith and The City of Bartlesville/Bartlesville Public Library for a Summer Reading Program performance.
- iii. T-Hangar Lease Agreement with Brittany Day and the City of Bartlesville/Bartlesville Municipal Airport.
- iv. Contract between the City of Bartlesville and Debbie Neece, for a period of temporary employment to assist in the training and orientation of the incoming Collections Manager, Casey Sullivan.
- v. Lease Agreement Amendment #1 with Intuitech for equipment to conduct a pilot study for the Wastewater Treatment Plant Expansion Improvements.
- vi. Agreement between the City of Bartlesville and Churches United for Community Concern, Inc. (CONCERN), setting out the roles and responsibilities for implementing the 2021 CDBG-Coronavirus Relief Program grant modification for rehabilitation of facilities to improve indoor air quality.
- vii. 2024 Addendum to the Administrative Services Agreement between the City of Bartlesville and RxBenefits.

e. Approval of Reelection of OMAG Board of Trustees

- i. Reelect Mike Bailey and Craig Stephenson to the OMAG Board of Trustees.

f. Receipt of Financials

- i. Interim Financials for nine months ending March 31, 2024.

g. Receipt of Bartlesville NEXT Report

- i. Bartlesville NEXT Progress Report – April 2024

Mayor Copeland read the consent docket in its entirety.

Mr. Roszel moved to approve the consent docket as presented, seconded by Vice Mayor Curd.

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

7. Public hearing and possible action on a request by Andrew Oleson to close a portion of a 20-foot-wide utility easement located on the north side of Lot 28, Block 37, Pennington Hills, Fifth Addition, Bartlesville, Washington County, Oklahoma. Presented by Micah Siemers, P.E., Director of Engineering.

Mr. Siemers reported that the applicant, Mr. Oleson, requested the closure so that he can construct a storage building in the back yard of the property. He requested a utility locate and no utilities were marked in this portion of the yard and wants to use it more effectively. There is a 20' wide utility in the rear of the adjacent lot to the north where overhead electric, communications, and sanitary sewer are located. Staff received no objections from any City departments, or from ONG, AT&T or Sparklight. PSO stated that for adequate and safe access to their facilities located in the 20' easement north of and adjacent to this lot, they need to maintain access to all existing easements. They did not support closing any portion of the 20' easement. Staff recommends denial of the request to vacate the south 10 feet of the 20-foot utility easement based upon input received from PSO.

The Mayor opened the public hearing at 5:58 p.m. There being no one appear to speak, the Mayor closed the public hearing at 5:58 p.m.

A brief discussion was held covering how it is rare that an utility company does not support an easement closing request; that nothing had been built over the easement yet; and that staff and the applicant were appreciated for their due diligence.

Mr. Roszel moved to deny the request as recommended by City staff, seconded by Mr. Dorsey.

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

8. Public hearing and possible action on a request by Arcadian Housing to close a portion of nineteen (19) different 7.5-foot-wide utility easements located in Oak Wood Addition, Bartlesville, Washington County, Oklahoma. Presented by Micah Siemers, P.E., Director of Engineering.

Mr. Siemers reported that the applicant has been approved to redevelop the majority of the lots located within the Oak Wood Addition subdivision. This subdivision was never fully developed, with approximately 90% of the lots in this subdivision being left vacant. Water, sewer, storm sewer and roads were constructed at the time, but the streets were not built to City standards and were not accepted. Unused portions of water and sewer lines are so old and unused, that improvements to those systems have been required of the developer along with reconstruction of the streets to bring them into compliance with standards. As part of this process, the developer, Arcadian Housing, has proposed to construct residential houses that are somewhat larger than what was originally planned for this subdivision. They have requested reducing some of the existing utility easements from 7.5' wide to 5' wide to make room for the proposed houses. Staff received no objections from City departments or from ONG, PSO, AT&T or Sparklight as all but AT&T do not have facilities located within the easements and therefore do not object. AT&T has older, unused copper lines within the easements and they placed a work order to have abandoned and therefore do not have any issues with the request. Staff recommends authorizing the Mayor to execute the ordinance vacating the portions of the utility easements as presented.

A brief discussion was held covering the original development plan and the most current development plans, and how the lot size has become larger in the current plans.

The Mayor opened the public hearing at 6:11 p.m. Appearing to speak was Susan Marshall inquiring about the distance between properties. There being no one further appear to speak, the Mayor closed the public hearing at 6:13 p.m.

Vice Mayor Curd moved to adopt the Ordinance as presented, seconded by Mr. Dorsey.

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

9. Public hearing and possible action on a Resolution adopting the City of Bartlesville Budget for Fiscal Year 2024-2025 and establishing budget amendment authority, authorizing the cancellation of encumbrances which are not due and payable as of June 30, 2024, and re-appropriating amounts of cancelled encumbrances to the same fund and department for Fiscal Years 2024-2025. Presented by Jason Muninger, CFO/City Clerk.

Mr. Muninger reported that the only changes to the budget from the workshop meeting was providing an option to approve Resolution "B" that would contain data funding two patrol positions that were exchanged for dispatch positions contained in Resolution "A". The cost of the two additional positions will be \$149,000, and there was budgetary capacity to absorb the additional cost. An additional change was made for the roof for the Golf Club House.

Vice Mayor Curd and Mr. Roszel expressed their appreciation of adding two patrol positions to the budget at no expense to the increased positions for dispatcher.

The Mayor opened the public hearing at 6:20 p.m. There being no one further appear to speak, the Mayor closed the public hearing at 6:21 p.m.

Mr. Roszel moved to approve Resolution "B" as presented, seconded by Vice Mayor Curd.

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

10. Discuss and take possible action to approve the Capital Improvements Program (CIP) Budget for Fiscal Year 2024-2025. Presented by Micah Siemers, P.E., Director of Engineering.

Mr. Siemers reported that In August of 2020, the citizens of Bartlesville voted to extend a one-half cent sales tax to finance capital improvements for a five year period. The authorizing ordinance stated that this sales tax is to be used for the making of capital improvements, to include, but not limited to “roads and streets, drainage improvements, water improvements, sewer improvements, machinery and equipment, furniture and fixtures, rights-of-way, all real property, all construction or reconstruction of buildings, appurtenances and improvements to real property and other costs and expenses related thereto.” He reviewed the specific list of improvements which is to be financed from the proceeds of this tax, to the extent funds are available. He reviewed the projects that were advertised for the election and that make up 70% of the anticipated revenue generated through this sales tax, while the other projects, which were approved by Council, make up the remaining 30% of the funds. The accounting staff identified in the FY 2024-2025 Operating Budget for the Capital Improvement Project (CIP) Sales Tax Fund, a \$4,713,853 budget for new projects. Carry over projects totaling \$4,675,044 include the committed capital funding for previous fiscal year projects that have not yet been completed. He reviewed the staff compiled list of proposed FY 2024-2025 ½ cent sales tax capital improvement projects (CIP) totaling \$3,966,860 for Council consideration which included CIP carry over and proposed projects; highlighted projects that are priority (70%) projects; and the projects assembled from the list of voter approved projects in the original 2020 ½ cent sales tax CIP. Mr. Siemers continued reporting that in addition to allocating funds from the ½ cent sales tax revenue source, proposed carry over projects were presented for the Wastewater Fund, City Hall Fund, and Storm Sewer Fund, as well as the 2019A, 2019B, 2021A, 2022 and 2023 General Obligation Bond funds. He reviewed staff recommended proposed projects for the Wastewater Fund, Wastewater Regulatory Fund and City Hall Fund, as well as the 2018B General Obligation Bond Fund and the carry over and proposed projects for the Capital Reserve Fund. He concluded that changes since the workshop meeting on April 15th, 2024 are minimal. One project to replace the roof on the north end of the golf course club house was added, moved from FY 25-26 of the CIP schedule and added as a new project for FY 24-25. The original planned budget for that project as \$30,000, but based upon quotes received for the work it has increased to \$50,000. This decreased the unallocated portion of the CIP budget.

Discussion covered how inflation has turned around; downtown landscaping, design and cost; golf course improvements and equipment; and the purchase of a custom fire truck.

Vice Mayor Curd moved to approve the CIP Budget for FY 2024-2025 as presented, seconded by Mr. Dorsey.

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

11. Presentation of Street & Traffic Committee recommended Preventative Maintenance Street Projects for approved funding in FY's 21-22, 22-23, and 23-24, with possible action for Council recommendation. Presented by Micah Siemers, P.E., Director of Engineering.

Mr. Siemers reported that in August of 2020, the citizens of Bartlesville voted to extend a one-half cent sales tax to finance capital improvements for a five year period. The authorizing ordinance stated that this sales tax is to be used for the making of capital improvements, to include, but not limited to “roads and streets, drainage improvements, water improvements, sewer improvements, machinery and equipment, furniture and fixtures, rights-of-way, all real property, all construction or reconstruction of buildings, appurtenances and improvements to real property and other costs and expenses related thereto.” A specific list of improvements which is to be financed from the proceeds of this tax, included allocation of \$1,000,000 each year for preventative maintenance (PM) street projects, totaling \$5,000,000. While the actual schedule of funding each year varies for the street projects, the overall total planned over five years equates to the approved \$5,000,000. One of the other projects included with this extension was to hire a consultant to update the pavement condition model used to assist with selecting street projects for funding. Historically, the PM street projects are selected by the Street & Traffic Committee based upon lists of recommended projects compiled by the Engineering Department. These projects are selected based upon multiple factors, with one of the primary factors being the Pavement Condition Index (PCI) that is determined using the pavement condition model. At the time of the sales tax extension, the model was out of date, thus the inclusion of a project to update the model. Rather than selecting PM street projects based off of out-of-date information, the funds were banked until the model was updated. The City Council approved a contract with Infrastructure Management Services (IMS) in September, 2021 to update the model. The final version of the model was completed in May, 2023. At that point Engineering staff went to work to compile a list of PM street projects to present to the Street & Traffic Committee for not only the PM street projects funded in FY’s 22, 23, and 24, but also for the street projects included in the 2023 General Obligation (GO) Bond election held in October, 2023. The initial focus was on the GO Bond projects since they needed to be selected earlier in the year to facilitate the fall election. The committee was able to review and approve a list of PM projects for City Council consideration at the August 10, 2023 Street & Traffic Committee meeting. Information had also been presented to the committee prior to the selection meeting as part of the planning process for the GO Bond projects. The committee was presented with \$3,455,000 in potential PM street projects with a budget of \$2,775,000 based upon the following funding that had been approved for the first three years of the 5-year capital sales tax extension: FY 21-22 \$587,000; FY 22-23 \$1,238,000; FY 23-24 \$950,000 totaling \$2,775,000. The projects identified for PM street projects generally consist of pavement rehabilitation applications that extend the life of pavements that are in relatively good condition. These applications include, but are not limited to the use of pavement rejuvenators and sealers, micro-surfacing, thin asphalt overlays, and crack sealing on asphalt streets, along with crack sealing and minor panel replacement or patching on concrete streets. As always, the committee took into consideration the traffic volume, street classification, and other factors and tried to spread the projects around the entire city. Mr. Siemers reviewed the list of projects presented to the Street & Traffic Committee along with the final list of projects the committee selected for City Council consideration. It should be noted that an additional \$1,000,000 of PM street funding is being recommended for Council approval as part of the FY 24-25 capital budget. Staff will be working with the Street & Traffic Committee in the coming months to identify projects for those funds and will come back to the City Council with a recommendation.

Mr. Roszel thanked the members of the Street and Traffic Committee for their work on this, adding that they do a great job.

Mr. Dorsey moved to approve the projects as presented, seconded by Mr. Roszel.

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

12. Presentation of staff recommended issuance schedule for 2023 General Obligation Bond Projects with possible action for Council recommendation. Presented by Micah Siemers, P.E., Director of Engineering.

Mr. Siemers reported that at the July 3, 2023 Regular City Council meeting, the City Council authorized the calling and holding of a special election for voters to consider the issuance of \$17,600,000 in General Obligation Bonds for capital improvements. The ballot included four (4) propositions: Proposition No. 1 - \$2,412,000 for Public Safety Buildings and Facilities Proposition No. 2 - \$696,000 for Municipal Building and Facilities Proposition No. 3 - \$12,278,000 for Street and Bridge Projects Proposition No. 4 - \$2,214,000 for Parks and Recreation Facilities. Voters approved all four (4) propositions at the October 10, 2023 election. Bond council projected that the \$17,600,000 in G.O. Bond funds will be issued over four (4) years as follows: Series 2024 - \$3,500,000 Series 2025 - \$3,250,000 Series 2026 - \$3,750,000 Series 2027 - \$7,100,000. Staff assembled a schedule of projects to fall within the anticipated funding availability for each bond issuance. Mr. Siemers reviewed the schedule of projects (attached to these minutes).

Vice Mayor Curd moved to approve the issuance schedule as presented, seconded by Mr. Dorsey.

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

13. Presentation and receipt of the FY 2023-2024 Annual Report of the Bartlesville Development Authority and the plan, and take possible action to approve the proposed operating budget for FY 2024-2025, appropriating funds from the Economic Development Fund to support annual operations. Presented by David Wood, President, Bartlesville Development Authority.

Mr. Wood presented his annual report and review of the budget line by line.

Vice Mayor Curd moved to approve the BDA Budget as presented, seconded by Mr. Dorsey.

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

14. Discuss and take possible action to approve the annual contract between the City of Bartlesville and the Bartlesville Development Authority for Economic Development Services for the period of July 1, 2024 through June 30, 2025. Presented by David Wood, President, Bartlesville Development Authority.

Mr. Wood presented the annual contract stating that the only changes made from previous years contracts were to the dates and the amount which is \$839,749.

Vice Mayor Curd moved to approve the annual contract as presented, seconded by Mr. Dorsey.

Voting Aye: Mr. Dorsey, Vice Mayor Curd, Mr. Roszel, Mayor Copeland

Voting Nay: None

Motion: Passed

15. Receive Visitors Inc. FY 2023-24 Annual Report, and take possible action to approve the Visitors Inc. Fiscal Year 2024-25 Operating Budget. Presented by Maria Gus, Executive Director, Visit Bartlesville.

Ms. Gus presented her annual report and reviewed the operating budget. Discussion covered a request for \$43,000 increase to cover personnel COLA increases and marketing expenses.

Vice Mayor Curd moved to approve the Visitors Inc. FY 2024-20-25 Operating Budget as presented, seconded by Mr. Dorsey.

Voting Aye: Vice Mayor Curd, Mr. Roszel, Mr. Dorsey, Mayor Copeland

Voting Nay: None

Motion: Passed

16. Discuss and take possible action to approve the Destination Marketing Agreement between the City of Bartlesville and Visit Bartlesville for the period of July 1, 2024 through June 30, 2025. Presented by Maria Gus, Executive Director, Visit Bartlesville.

Ms. Gus reported that the agreement is the same as the previous year with only the dates and amount which is \$445,000.

Vice Mayor Curd moved to approve the Destination Marketing Agreement as presented, seconded by Mr. Dorsey.

Voting Aye: Mr. Roszel, Mr. Dorsey, Vice Mayor Curd, Mayor Copeland

Voting Nay: None

Motion: Passed

17. Discuss and take possible action on the strategic direction of Adams Municipal Golf Course. Presented by Laura Sanders, Assistant City Manager.

Ms. Sanders reported that at the City Council meeting on April 15, 2024, the strategic direction of the Adams Municipal Golf Course was discussed. It was determined that staff would gather information to develop a Request for Proposals (RFP) for a consultant/firm to conduct a comprehensive strategic review of the Adams Municipal Golf Course, as well as comparable golf courses to identify how these courses are managed in comparison to Adams. The first task that staff recommends is creating a steering committee comprised of two members from City staff, two City Council members, two members from the Adams Golf Course operating committee as well as at least one subject expert. This committee will be used to provide some guidance during the review process and the final review will be presented to the steering committee to determine the recommendation. The steering committee's recommendation would ultimately be presented to the City Council for discussion and approval. For the first option (Option #1), Council will find an RFP enclosed that staff has drafted. The scope of the RFP is included below:

- The consultant(s) will evaluate comparable facilities to determine their management structure, existing contracts/agreements of personnel and how they are compensated; the number of employees they have on the course and in the pro shop; the number of volunteers and how they are compensated; assess inventory of merchandise; assess food and beverage sales; examine course and membership fee schedules and other revenue; evaluate cart management including fees; and evaluate transfers to the golf course from the City's general fund and/or other subsidies.
- The consultant(s) will evaluate Adams Municipal Golf Course (ADAMS) to determine their management structure, existing contracts/agreements of personnel and how they are compensated; the number of employees they have on the course and in the pro shop; the number of volunteers and how they are compensated; assess inventory of merchandise; assess food and beverage sales; examine course and membership fee schedules and other revenue; evaluate cart management including fees; and evaluate transfers to the golf course from the City's general fund and/or other subsidies.
- Conduct an analysis of all the data gathered and compile an in-depth analysis comparing the ADAMS model to comparable municipal courses.
- Submit recommendations for appropriate management structure and be prepared to present those recommendations to a steering committee and the City Council.

Another option (Option #2) that Council discussed at the April 15th meeting was to have city staff conduct the comprehensive review instead of having a consultant/firm conduct it. If staff were to complete the review the scope would remain the same as far as what would be evaluated at the comparable courses and the same process would be followed. The courses that would be used for comparison purposes for this option would include the following. Of course, this list could change based on the steering committee's recommendations.

- Lew Wentz Golf Course in Ponca City, OK
- KickingBird Golf in Edmond, OK
- Battle Creek Golf Club in Broken Arrow
- John Conrad Regional Golf Course in Midwest City, OK
- Bailey Ranch Golf Club in Owasso, OK
- Heritage Hills Golf Course in Claremore, OK

There are advantages and disadvantages to each option. Option #1 would allow for subject experts to conduct the comprehensive review which would be beneficial; however, it could be a costly endeavor that would be a lengthy process. There is also the risk of there being some bias in having a consultant complete the review as some agencies that complete these types of studies also provide management services for golf courses. Option #2 would authorize city staff to complete the comprehensive review. The disadvantage to this option is that it wouldn't be a subject expert completing the review; however, it would be presented and guided by a steering committee with

subject experts on it. While this would be a big project for city staff, it would save the city money and could be completed within three months after the project started. Staff recommends that Council take action on submitting a Request for Proposals to have a consultant/firm conduct a comprehensive review of Adams Municipal Golf Course or directing staff to complete the comprehensive review.

Discussion covered the amount of time the issuance of an RFP would take; how much a consultant may cost; how the management is important especially due to the improvements and financial commitment is being made to the golf course; how the knowledge of those who sit on the Operating Committee is important for management input; and how an ad hoc steering committee would be instrumental as a recommending body only.

Mr. Dorsey moved to authorize the formation of an ad hoc steering committee, to appoint Vice Mayor Curd and himself to sit on the ad hoc committee; authorize Ms. Sanders to issue the RFP; and to have staff reach out to comparable communities for golf course management information, seconded by Vice Mayor Curd.

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

18. Discuss and take possible action to adopt an ordinance permitting the use of golf carts on City streets. Presented by Mike Bailey, City Manager.

Mr. Bailey reported that Councilmember Roszel has expressed an interest in exploring an ordinance that would permit the safe use of golf carts on City streets. After discussion, Mr. Bailey was able to obtain a few model ordinances used by other cities in Oklahoma. The proposed ordinance is the result of the review of these ordinances, input from City staff, and a final review by our City Attorney. The major impacts of this ordinance are:

- Permit golf carts to be used on city streets
- Require a valid driver's license for any operators
- Only permitted on streets with speed limits not in excess of 35mph
- Passengers must sit in the designated seating area of the cart only
- Cart must maintain a speed less than or at 20mph
- State law relating to headlamps and tail lamps must be followed if a cart is used at night
- Must be posted as a slow moving vehicle
- Carts must follow all applicable rules of the road
- Carts may only enter a State highway for the perpendicular crossing of said highway

Mr. Bailey concluded that City staff supports the implementation of this ordinance.

Discussion covered Mr. Roszel's appreciation of staff putting his request forward; how many citizens use golf carts to assist them, particularly those with disabilities; how the Mayor was not comfortable with allowing golf carts on roadways and that he would like additional data from other comparable towns before voting.

Mr. Roszel moved to table the adoption the ordinance until the June 3, 2024 Regular Meeting, seconded by Mr. Dorsey.

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

19. Discuss and take possible action to formally receive applications for Ward 4 City Council seat.

Mayor Copeland reported that the deadline for applications was May 2 at 11:30 a.m. Once received at this meeting, interviews will be set up with eligible applicants with a decision hopefully determined at the June 3, 2024 Regular City Council Meeting. He expressed his appreciation to those who submitted applications as well as though who even considered the position.

Mayor Copeland moved to receive the applications as presented, seconded by Mr. Roszel.

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

20. New Business.

There was no new business to discuss.

21. City Manager and Staff Reports.

Mr. Bailey welcomed new Assistant City Manager Laura Sanders to her first meeting as ACM.

He also reported that the lakes are full, even at flooding capacity. Crews are stationed around town this evening due to the impending storm activity and will stay in communication with each other and officials.

22. City Council Comments and Inquiries.

Mayor Copeland reminded citizens of the free yard debris pickup this week, and he also welcomed Ms. Sanders.

Mr. Dorsey added that former Assistant City Manager Tracy Roles had his formal meet and greet in Ada this afternoon.

23. There being no further business to address, Mayor Copeland adjourned the meeting at 8:32 p.m.

Dale W. Copeland, Mayor

Jason Muninger, CFO/City Clerk

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

City Council consideration for the appointment of Melanie Bayles to the Bartlesville Area History Museum Trust Authority.

Attachment: Melanie Bayles application

II. STAFF COMMENTS AND ANALYSIS

I would like to recommend the appointment of Ms. Bayles to the Museum Trust Authority Board. This appointment will be replacing Price Connors, who resigned from the Board. Ms. Bayles is very active in the community, and has a history of service with multiple groups in Bartlesville.

III. BUDGET IMPACT

There are no budget considerations with this request.

IV. RECOMMENDED ACTION

I recommend the appointment of Melanie Bayles to the Bartlesville Area History Museum Trust Authority.

Elaine Banes

From: ian@bitbrilliant.com
Sent: Tuesday, March 28, 2023 7:30 PM *Rec'd EB*
To: Elaine Banes
Subject: New submission from Application for City Boards, Commissions, Committees & Trust Authorities
*cc: Maria Gus
Shelley McGill*

CAUTION: External Source. THINK BEFORE YOU CLICK!

Please check the ones you wish to serve on:

- Bartlesville Convention & Visitors Bureau
- Bartlesville History Museum Trust Authority

Name

Melanie Bayles

Address

768 Brookhollow Lane
Bartlesville, OK 74008
[Map It](#)

Home Phone

(405) 762-1994

Cell Phone

(405) 762-1994

Email

mbbayles@gmail.com

Ward Number

4

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

I have a great love for history and am responsible for working on historical information for our department at work.

I also have fallen in love with Bartlesville and don't think we are doing all we can to market our specialness to the rest of the world. I would love to be a part of making that happen.

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

I am very involved in the Bartlesville community because I want to help it be the best city it can be. Currently I serve on the Parks Board and the Streets Board for the city. I am on the Bartlesville Symphony Board, serve as President of the Bartlesville Women's Club, serve as President of Musical Research Society, and serve as President of the Woodland View Property Owners Association. I volunteer for the Red Cross as the Regional Volunteer Connection Lead and have spent many years in the past working with Boy Scouts. In addition I am active in my church and work with United Way as part of the CIC process.

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

I would like to see the Museum expand and grow. They currently offer some very interesting programs but I would love to see more of an online presence if possible.

For the Visitors Bureau - somehow we need to get the various arts organizations in this community to work together to market that we are an arts city as well as a great destination for parks and fun!

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action on the appointment of Laura Jensen for a three-year term.

II. STAFF COMMENTS AND ANALYSIS

In alignment with the Council's vision for enhancing the visual appeal and environmental sustainability of our city, I am pleased to submit nominations for the newly established Keep Bartlesville Beautiful (KBB) Committee, as per Article III Division 9 of the City Code. The individual nominated has demonstrated exceptional dedication and possess unique skills beneficial for the committee's objectives.

Laura Jensen – Foundation Manager

Laura joined the Foundation in May of 2017 after six years in the banking industry. Since, she has led many organization projects and was appointed Executive Director in 2022. Laura holds a primary bachelor of science in human nutrition with a focus in public health, a secondary bachelor in gerontology from Kansas State University and a master's degree in business administration from Rogers State University. Locally, she serves as a volunteer for many organizations, the City of Bartlesville Board of Adjustment, and is a graduate of Leadership Bartlesville Class 27.

III. RECOMMENDED ACTION

Approval of the appointment of Laura Jensen to the Keep Bartlesville Beautiful (KBB) Committee each for a three-year term.

Elaine Banes

From: no-reply@bitbrilliant.com
Sent: Thursday, May 30, 2024 1:54 PM
To: Elaine Banes
Subject: New submission from Application for City Boards, Commissions, Committees & Trust Authorities

CAUTION: External Source. THINK BEFORE YOU CLICK!

Please check the ones you wish to serve on:

- Keep Bartlesville Beautiful

Name

Laura Jensen

Residential Address

3721 Ravenwood Dr
Bartlesville, ok 74006
[Map It](#)

Home Phone

(316) 435-2779

Work Phone

(918) 337-2287

Cell Phone

(316) 435-2779

Email

lauradjensen20@gmail.com

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

I work for the Bartlesville Community Foundation. We have many funds who often seek to conduct city beautification projects and having a better understanding of what the city requires will help me advise and guide those initiatives. My education is in public health, gerontology and business. My career includes 6 years in the banking industry and 7 years in the nonprofit world through community foundation work. I have volunteered in various roles with many organizations in my 9 years in Bartlesville. Leadership Bartlesville class 27.

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

I moved to Bartlesville 9 years ago when my husband was recruited with Phillips 66 and have been involved in the community from day one. I learned about the community through Young Professionals of Bartlesville and Chamber events. I served on the Young Professionals board for 3 years in various roles. I've served on event committees for Big Brothers Big Sisters of OK - Bartlesville and Washington County Elder Care and was a mentor/volunteer for Run the Streets for 5 years and a board member for three years serving as treasurer and president. For six years, I was on the City of Bartlesville's Board of Adjustment.

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

Through an understanding of this board I can help direct citizens with good intentions to keep Bartlesville beautiful to the right sources, help prevent duplication of initiatives and efficient spending to focus on projects the community finds important.



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A. SUBJECT:

Re-Appointment of Jana Tresher to the Street and Traffic Committee at the recommendation of Councilman Roszel.

ATTACHMENTS:

Email correspondence from Ms. Tresher wanting to serve another term.

II. STAFF COMMENTS AND ANALYSIS.

Ms. Tresher was appointed to the Street and Traffic Committee in September, 2019 to fill the unexpired term of Dan Oglesbee which expired 2/21. She was re-appointed and served a 3 year term on the committee which expired 2/24. She is willing to serve another 3 year term.

Staff recommends the re-appointment of Ms. Tresher to the Street and Traffic Committee.

Elaine Banes

From: no-reply@bitbrilliant.com
Sent: Thursday, April 18, 2024 2:27 PM *Rec'd EB*
To: Elaine Banes
Subject: New submission from Application for City Boards, Commissions, Committees & Trust Authorities
*cc: David Wood
 Mayor Copeland
 Vice Mayor Caud*

CAUTION: External Source. THINK BEFORE YOU CLICK!

Please check the ones you wish to serve on:

- Bartlesville Development Authority

Name

Tara Gotwalt

Residential Address

12700 N 3990 Rd
 Dewey, OK 74029
[Map It](#)

Home Phone

(918) 766-4887

Work Phone

(918) 766-4887

Cell Phone

(918) 766-4887

Email

tara.gotwalt@tricountytech.edu

Ward Number

north of ward 5

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

I have spent the last 16 years working with business and industry through my role at Tri County Tech. I have had direct interactions with decision makers in many sectors of business in the three county area that is served by Tri County Tech. I feel that my current role as Chief of Instruction is one that serves our community as being the liaison between businesses and our programs that are offered at TCT, in turn, producing the right employees for the businesses. This is a very important connection for our community that creates a pipeline of employable adults with appropriate skill sets for the businesses in the area.

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

I am a 20 year member of the Bartlesville Rotary Club. I am a 3 year member of the Bartlesville Police Foundation. I am a 13 year member of the Cow Thieves and Outlaws Committee for Woolaroc and the Frank Phillips Foundation. I am a 2 year member of the Dewey Economic Development Committee.

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

I love what the Bartlesville Development Authority has been able to accomplish in recent years! The ability for the BDA to be pliable and attract a variety of businesses to our area is very admirable. The new addition of Blue Whale Minerals (which TCT will be facilitating the \$192,000 Commerce TIP for), the addition of Lincoln Electric Products, the growth of current employers

such a Phillips Machining, ABB and Schlumberger, are all wonderful accomplishments. I hope to bring additional resources and support to these and future projects.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to approve ordinances and joinder agreements to implement Customized Manager Option (CMO) Plans through the Oklahoma Municipal Retirement Fund (OkMRF).

Attachments:

Ordinance and Joinder Agreement for City Manager CMO Plan

Ordinance and Joinder Agreement for Assistant City Manager CMO Plan

Exhibit B: Defined Contribution Master Plan

II. STAFF COMMENTS AND ANALYSIS

The City of Bartlesville has two plans with OkMRF; one is the Defined Benefit Plan (that is closed to new enrollees) and the other is the Defined Contribution Plan. All full-time general employees participate in one of these plans.

OkMRF has created and offers CMO plans that benefit municipalities in recruiting and retaining future City Managers. The plan benefits include: employer contributions not subject to FICA/Medicare taxes (benefits to both employer and employee), qualified plan status allows for tax privileges prior to retirement, tax deferred employee contributions, and 100% immediate vesting of all contributions.

The current City Manager is in the Defined Benefit plan with the City of Bartlesville and the current Assistant City Manager is in the Defined Contribution plan which requires separate agreements for the CMO plans. The CMO plans do not require an employer contribution.

Mr. Bailey's new contract was approved by City Council on May 6, 2024. Section 3.I. was added to his contract, relating to a dedicated retirement account in lieu of compensation increases for the first year of the agreement. The amount proposed for a contribution to the plan in the first-year costs about \$200 less than if the City provided standard raises in this year.

If approved by City Council these plans will take effect on October 1, 2024.

III. BUDGET IMPACT

None.

IV. RECOMMENDED ACTION

Staff recommends approval and execution of ordinances ion.

ORDINANCE NO. _____

AN ORDINANCE ADOPTING AN EMPLOYEE RETIREMENT SYSTEM, DEFINED CONTRIBUTION PLAN FOR THE CITY MANAGER FOR THE CITY OF BARTLESVILLE, OKLAHOMA; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF CITY OF BARTLESVILLE, OKLAHOMA; PROVIDING FOR PURPOSE AND ORGANIZATION; PROVIDING FOR DEFINITIONS; PROVIDING FOR ELIGIBILITY AND PARTICIPATION; PROVIDING FOR EMPLOYER AND EMPLOYEE CONTRIBUTIONS; PROVIDING FOR ACCOUNTING, ALLOCATION, AND VALUATION; PROVIDING BENEFITS; PROVIDING FOR REQUIRED NOTICE; PROVIDING FOR AMENDMENTS AND TERMINATION; PROVIDING FOR TRANSFER TO AND FROM OTHER PLANS; CREATING A COMMITTEE AND PROVIDING FOR POWERS, DUTIES, AND RIGHTS OF COMMITTEE; PROVIDING FOR PAYMENT OF CERTAIN OBLIGATIONS; PROVIDING FOR DURATION AND PAYMENT OF EXPENSES; PROVIDING FOR EFFECTIVE DATE; PROVIDING FOR VESTING SCHEDULES; PROVIDING FOR A FUND TO FINANCE THE SYSTEM TO BE POOLED WITH OTHER INCORPORATED CITIES, TOWNS AND THEIR AGENCIES AND INSTRUMENTALITIES FOR PURPOSES OF ADMINISTRATION, MANAGEMENT, AND INVESTMENT AS PART OF THE OKLAHOMA MUNICIPAL RETIREMENT FUND; PROVIDING FOR PAYMENT OF ALL CONTRIBUTIONS UNDER THE SYSTEM TO THE OKLAHOMA MUNICIPAL RETIREMENT FUND FOR MANAGEMENT AND INVESTMENT; PROVIDING FOR NON-ALIENATION OF BENEFITS; ADOPTING THOSE AMENDMENTS MANDATED BY THE INTERNAL REVENUE CODE; PROVIDING FOR REPEALER AND SEVERABILITY; AND DECLARING AN EMERGENCY.

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

Section 1. That pursuant to the authority conferred by the laws of the State of Oklahoma, and for the purpose of encouraging continuity and meritorious service on the part of City employees and thereby promote public efficiency, there is hereby authorized created, established, and approved and adopted, effective as of **October 1, 2024**, the funded Plan designated "Employee Retirement System of City of Bartlesville, Oklahoma, Defined Contribution Plan," (hereinafter called System), an executed counterpart of which is marked Exhibit "A" (Joinder Agreement) and Exhibit "B" (Master Defined Contribution Plan) and attached hereto as part hereof.

Section 2. ADMINISTRATION. For the purpose of administration the System there is hereby established a Committee, which shall be the members of the City Council of City of Bartlesville, Oklahoma, as now existing or as from time to time duly elected or appointed and constituted. The powers and duties of the Committee shall be as set forth in the System instrument attached hereto as Exhibit "B".

Section 3. FUND. A fund is hereby provided for the exclusive use and benefit of the persons entitled to benefits under the System. All contributions to such fund shall be paid over to and received in trust for such purpose by the City. Such Fund shall be pooled for purposes of management and investment with similar funds of other incorporated cities, towns, and municipal trusts in the State of Oklahoma as a part of the Oklahoma Municipal Retirement Fund in accordance with the trust agreement of the Oklahoma

Municipal Retirement Fund, a public trust. The City shall hold such contributions in the form received, and from time to time pay over and transfer the same to the Oklahoma Municipal Retirement Fund, as duly authorized and directed by the Board of Trustees. The Fund shall be nonfiscal and shall not be considered in computing any levy when the annual estimate is made to the County Excise Board.

Section 4. APPROPRIATIONS. The City of Bartlesville, Oklahoma, is hereby authorized to incur the necessary expenses for the establishment, operation, and administration of the System, and to appropriate and pay the same. In addition, the City of Bartlesville, Oklahoma, is hereby authorized to appropriate annually such amounts as are required in addition to employee contributions to maintain the System and the Fund in accordance with the provisions of the Defined Contribution Plan. Any appropriation so made to maintain the System and Fund shall be for deferred wages or salaries, and for the payment of necessary expenses of operation and administration to be transferred to the trustees of the Oklahoma Municipal Retirement Fund for such purposes and shall be paid into the Fund when available, to be duly transferred to the Oklahoma Municipal Retirement Fund.

Section 5. EXECUTION. The Mayor and City Clerk be and they are each hereby authorized and directed to execute (in counterparts, each of which shall constitute an original) the System instrument, and to do all other acts and things necessary, advisable, and proper to put said System and related trust into full force and effect, and to make such changes therein as may be necessary to qualify the same under Sections 401(a) and 501(a) of the Internal Revenue Code of the United States. The counterpart attached hereto as Exhibit "A" and Exhibit "B", which has been duly executed as aforesaid simultaneously with the passage of this Ordinance and made a part hereof, is hereby ratified and confirmed in all respects.

This Committee is hereby authorized and directed to proceed immediately on behalf of the City of Bartlesville, Oklahoma, to pool and combine the Fund into the Oklahoma Municipal Retirement Fund as a part thereof, with similar funds of such other cities and towns, for purposes of pooled management and investment.

Section 6. REPEALER. Any Ordinance inconsistent with the terms and provisions of this Ordinance is hereby repealed, provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this Ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this Ordinance.

Section 7. SEVERABILITY. If, regardless of cause, any section, subsection, paragraph, sentence or clause of this Ordinance, including the System as set forth in Exhibit "A" and Exhibit "B", is held invalid or to be unconstitutional, the remaining sections, subsections, paragraphs, sentences, or clauses shall continue in full force and effect and shall be construed thereafter as being the entire provisions of this Ordinance.

Section 8. EMERGENCY. Whereas, in the judgment of the City Council of the City of Bartlesville, Oklahoma, the public peace, health, safety, and welfare of the City of Bartlesville, Oklahoma, and the inhabitants thereof demand the immediate passage of this Ordinance, an emergency is hereby

declared, the rules are suspended, and this Ordinance shall be in full force and effective on its passage, approvals and publication.

*****END*****

The undersigned hereby certifies that the foregoing Ordinance was introduced before the City Council of City of Bartlesville on the _____ day of _____, 20_____, and was duly adopted and approved by the Mayor and City Council, on the _____ day of _____, 20_____, after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et. seq.).

City of Bartlesville

By _____
Mayor

ATTEST:

Clerk

Approved as to form and legality on _____, _____.

CITY ATTORNEY

**OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED CONTRIBUTION PLAN
JOINDER AGREEMENT**

City of Bartlesville [a municipality or authority chartered, incorporated or formed under the laws of Oklahoma], a city, town, agency, instrumentality, or public trust located in the State of Oklahoma, with its principal office at Bartlesville, Oklahoma, hereby establishes a Defined Contribution Plan to be known as **City of Bartlesville CMO Plan** (the “Plan”) in the form of the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan.

Except as otherwise provided herein, the definitions in Article II of the Plan apply.

1. Dates.

☒ This instrument is a new Plan effective October 1, 2024 (“Effective Date”) [such date may not be earlier than the first day of the Plan Year in which it is executed].

☐ This instrument is an amendment, restatement, and continuation of the Previous Plan, which was originally effective __. The effective date of this Joinder Agreement is __ (“Effective Date”) [date may not be prior to Plan Year of the date of execution], except as otherwise stated in the Plan and the Joinder Agreement.

2. Employee.

The word “Employee” shall mean:

☐ Any person, other than a Leased Employee, who, on or after the Effective Date, is considered to be a regular full-time employee in accordance with the Employer’s standard personnel policies and practices, and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.

☐ Any person, other than a Leased Employee, who, on or after the Effective Date, is considered to be a regular employee in accordance with the Employer’s standard personnel policies and practices (including part-time, seasonal and temporary employees), and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.

☒ Any person who, ☒ on or after the Effective Date, ☐ as of , holds the position of:

☒ City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.

☐ Assistant City Manager ☐ Chief of Police ☐ Fire Chief
☐ Department Head or Department Manager ☐ Finance Director or Chief Financial Officer
☐ General Counsel or Municipal Attorney ☐ Municipal Judge
☐ _ (specify position)

The word “Employee” shall not include:

☐ Any person who is currently accruing benefits under any other state or local retirement system.

☐ Any person in the following position and who is covered under another retirement program or system approved by the City:

☐ City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.

☐ Assistant City Manager ☐ Chief of Police ☐ Fire Chief
☐ Department Head or Department Manager
☐ Finance Director or Chief Financial Officer
☐ General Counsel or Municipal Attorney ☐ Municipal Judge
☐ _ (specify position)

☐ Any person who _ [description may include a position but not the name of an individual].

3. Entry Date.

Eligible Employees shall commence participation in the Plan: (Select only one)

- ☐ months (any number of months up to twelve) after the later of the Employee's Employment Commencement Date or the date the definition of Employee in Section 2 hereof was met, provided that the individual has met the definition of Employee in Section 2 hereof throughout such period.
- ☒ **On the Employee's Employment Commencement Date. (If the Employer has opted out of Old Age and Disability Insurance (OADI), this option must be elected).**

4. Definition of Compensation.

Compensation shall exclude the item(s) listed below:

- ☒ **No exclusions.**
- ☐ Overtime pay.
- ☐ Bonuses.
- ☐ Commissions.
- ☐ Longevity pay.
- ☐ Severance pay.
- ☐ Fringe benefits, expense reimbursements, deferred compensation and welfare benefits.
- ☐ Accrued vacation or sick leave paid upon termination of employment and moving expenses.
- ☐ Other: [must be definitely determinable]

5. Plan Design.

The Employer hereby elects the following Plan design:

- ☐ **Pick-up Option.** Each Employee shall be required to contribute to the Plan % of his or her Compensation. These contributions shall be picked up and assumed by the Employer and paid to the Fund in lieu of contributions by the Participant. No Participant shall have the option of receiving the contributed amounts directly as Compensation.
- ☐ **Thrift Plan Option.**
- ☐ A Participant may elect to contribute to the Plan for each Valuation Period an amount which is at least 1%, but no more than % of his Compensation ("Mandatory Contributions"). Mandatory Contributions shall be made by payroll deductions. A Participant shall authorize such deductions in writing on forms approved by, and filed with the Committee.
- ☐ The Employer shall contribute to the Fund an amount equal to % of the total Mandatory Contributions contributed by Participants.
- The Employer contribution shall be allocated in the proportion which the Mandatory Contributions of each such Participant for such Valuation Period bear to the total Mandatory Contributions contributed by all such Participants for such Valuation Period. Forfeitures attributable to Employer contributions under the Thrift Plan Option of this Section 5 shall be used to reduce Employer contributions under such Option.
- ☐ **Fixed Option.** The Employer shall contribute to the Fund an amount equal to % of the total covered Compensation of all Participants for the Valuation Period. The Employer contribution shall be allocated in the proportion which the Compensation of each such Participant for such Valuation Period bears to the Compensation paid to all such Participants for such Valuation Period.
- ☒ **Variable Option.**
- ☒ **The Employer intends to make a contribution to the Plan for the benefit of the Participants for each Valuation Period. The contribution may be varied from year to year by the Employer. (Select one option below)**
- ☐ **Option A:** The Employer contribution shall be allocated in the proportion that each such Participant's total points awarded bear to the total points awarded to all Participants with respect to such year. A Participant shall be awarded one point for each Year of Service.
- ☒ **Option B:** The Employer contribution shall be allocated in the proportion which the Compensation of each such Participant for such Valuation Period bears to the Compensation paid to all such Participants for such Valuation Period.
- ☐ **Option C:** A combination of Options A and B in the following ratios: % for Option A, and % for Option B.

- ☐ **401(k) Option.**
 (This Option available only if elected prior to May 1, 1986)
- ☐ Participant Deferral Elections shall be allowed under the provisions of Section 4.8 of the Plan. Participants shall be allowed to defer no more than 6% of their Compensation for each election period.
- ☐ Section 4.8(d) of the Plan ("Roth Elective Deferrals") shall apply to contributions after (enter a date later than January 1, 2006, but not earlier than the date the Roth option was initially adopted), and the Plan will accept a direct rollover from another Roth elective deferral account under an applicable retirement plan as described in Code Section 402A(e)(1).
- ☐ **Matching Contribution Option.** The Employer shall contribute to the Fund an amount equal to % of the Participant's contributions under the Employer's Section 457(b) Deferred Compensation Plan. The Employer matching contribution shall be limited to % of the Participant's Compensation. Forfeitures attributable to Employer matching contributions under this Matching Contribution Option of Section 5 shall be used to reduce Employer matching contributions under such Option.
- ☐ **No Employer Contribution Option.**
- 6. Other Participant Contribution Options.**
- ☒ **Voluntary Nondeductible Contributions by Participants shall be allowed under the provisions of Section 4.4 of the Plan.**
- ☐ A Participant may not withdraw Voluntary Nondeductible Contributions.
- ☐ Participants shall not contribute to the Plan.
- 7. Self-Directed Investments.**
- ☒ **Are permitted.**
- ☐ Are not permitted.
- 8. Allocation of Forfeitures Available.**
 Forfeitures of Employer contributions attributable to the Fixed Option or Variable Option under Section 5 hereof:
- ☐ Shall be added to Employer contribution under such Option for the calendar quarter following the Participant's Break in Service.
- ☒ **Shall reduce the Employer contribution under such Option for the current or next following Plan Year.**
- 9. Service for Worker's Compensation Period.**
 If a Participant is on an Authorized Leave of Absence and is receiving worker's compensation during such Authorized Leave of Absence, such Participant
- ☒ **shall be credited with Service for such period for purposes of vesting only and not for purposes of allocations of Employer Contributions.**
- ☐ shall not be credited with Service for such period.

10. Vesting.

For purposes of vesting under Section 6.4 of the Plan, the Employer hereby elects the following Option:

☐ Option A

<u>Years of Service</u>	<u>Vested Percentage</u>	<u>Forfeited Percentage</u>
less than 1	0%	100%
at least 1 but less than 2	10%	90%
at least 2 but less than 3	20%	80%
at least 3 but less than 4	30%	70%
at least 4 but less than 5	40%	60%
at least 5 but less than 6	50%	50%
at least 6 but less than 7	60%	40%
at least 7 but less than 8	70%	30%
at least 8 but less than 9	80%	20%
at least 9 but less than 10	90%	10%
10 or more	100%	0%

☐ Option B

<u>Years of Service</u>	<u>Vested Percentage</u>	<u>Forfeited Percentage</u>
Less than 3	0%	100%
at least 3 but less than 4	20%	80%
at least 4 but less than 5	40%	60%
at least 5 but less than 6	60%	40%
at least 6 but less than 7	80%	20%
7 or more	100%	0%

☐ Option C

<u>Years of Service</u>	<u>Vested Percentage</u>	<u>Forfeited Percentage</u>
less than 5	0%	100%
at least 5 but less than 6	50%	50%
at least 6 but less than 7	60%	40%
at least 7 but less than 8	70%	30%
at least 8 but less than 9	80%	20%
10 or more	100%	0%

☒ Option D

<u>Years of Service</u>	<u>Vested Percentage</u>	<u>Forfeited Percentage</u>
Immediate 100% Vesting	100%	0%

☐ Option E

The Schedule indicated below (the sum of the Vested Percentage and Forfeited Percentage at each Year of Service must equal 100%) the vesting schedule must be at least as favorable as one of the safe harbor pre-ERISA schedules. The safe harbor vesting schedules are:

- 15-year cliff vesting schedule: The plan provides that a participant is fully vested after 15 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service).
- 20-year graded vesting schedule: The plan provides that a participant is fully vested based on a graded vesting schedule of 5 to 20 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service).
- 20-year cliff vesting schedule for qualified public safety employees: The plan provides that a participant is fully vested after 20 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service). This safe harbor would be available only with respect to the vesting schedule applicable to a group in which substantially all of the participants are qualified public safety employees (within the meaning of Section 72(t)(10)(B)).

<u>Years of Service</u>	<u>Vested Percentage</u>	<u>Forfeited Percentage</u>
less than 1	%	%
at least 1 but less than 2	%	%
at least 2 but less than 3	%	%
at least 3 but less than 4	%	%
at least 4 but less than 5	%	%
at least 5 but less than 6	%	%
at least 6 but less than 7	%	%
at least 7 but less than 8	%	%
at least 8 but less than 9	%	%
at least 9 but less than 10	%	%
10 or more	%	%

☐ Option F

To comply with the Internal Revenue Service Regulations promulgated pursuant to the Code Section 3121(b)(7)(F), Participants who are part-time, seasonal or temporary Employees will have immediate vesting.

(If this Option F is elected, one of the other Options above must also be elected for Participants who are not part-time, seasonal or temporary Employees).

11. Participant Loans.

☒ **Participant loans shall be offered pursuant to Section 6.14 of the Plan.**

☐ Participant loans shall not be offered.

12. Direct Transfer to Other Retirement Plan.

☒ **Direct transfer of a Participant's accounts to another defined contribution plan sponsored by the Employer is not permitted.**

☐ The Accounts of any Participant who (i) is 100% vested in his Accounts in this Plan; (ii) has ceased to be eligible for participation in this Plan; and (iii) who becomes eligible for participation in another defined contribution retirement plan sponsored by the Employer (the "Other Retirement Plan"), shall be directly transferred to the Other Retirement Plan as soon as practicable after the Plan Administrator provides written direction to the Trustee to such effect in a form acceptable to the Trustee.

13. Valuation Date. Except with respect to any Special Valuation Date determined in accordance with Section 5.10, the Valuation Date for the Plan shall be on each business day of the Plan Year for which Plan assets are valued on an established market.

14. The Employer has consulted with and been advised by its attorney concerning the meaning of the provisions of the Plan and the effect of entry into the Plan.

IN WITNESS WHEREOF the City of Bartlesville has caused its corporate seal to be affixed hereto and this instrument to be duly executed in its name and behalf by its duly authorized officers this _____ day of _____, _____.

City of Bartlesville

By: _____

Title: Mayor

Attest:

Title: _____

(SEAL)

The foregoing Joinder Agreement is hereby approved by the Oklahoma Municipal Retirement Fund this _____ day of _____, _____.

OKLAHOMA MUNICIPAL RETIREMENT FUND

By: _____

Title: _____

Attest:

Secretary

(SEAL)

Required Disclosures. This Joinder Agreement is to be used only with the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan. Failure to properly complete this Joinder Agreement may result in failure of the Plan to qualify under Code Section 401(a). In accordance with IRS Rev. Proc. 2017-41, the Provider (as defined in Rev. Proc. 2017-41) who has obtained Internal Revenue Service approval of the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan has authority under the Plan document to amend the Plan on behalf of adopting employers for certain changes in the Code, regulations, revenue rulings, other statements published by the Internal Revenue Service, including model, sample or other required good faith amendments. The Provider will inform adopting employers of any such amendments or of the discontinuance or abandonment of the Pre-Approved Plan document. The name, address and telephone number of the Provider is: McAfee & Taft A Professional Corporation, 211 N. Robinson, Oklahoma City, OK 73102, telephone (405) 552-2231. Any inquiries by the adopting employer regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the Internal Revenue Service advisory letter on the Pre-Approved Plan may be directed to the Provider.

Reliance on Sponsor Opinion Letter. The Provider has obtained from the IRS an Opinion Letter (as defined in Rev. Proc. 2017-41) specifying the form of this Joinder Agreement and the basic plan document satisfy, as of the date of the Opinion Letter, Code §401. An adopting Employer may rely on the Preapproved Plan Sponsor's IRS Opinion Letter only to the extent provided in Rev. Proc. 2017 41. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter and in Rev. Proc. 2017 41 or subsequent guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, the Employer must apply for a determination letter to Employee Plans Determinations of the IRS.

ORDINANCE NO. _____

AN ORDINANCE ADOPTING AN EMPLOYEE RETIREMENT SYSTEM, DEFINED CONTRIBUTION PLAN FOR THE ASSISTANT CITY MANAGER FOR THE CITY OF BARTLESVILLE, OKLAHOMA; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF CITY OF BARTLESVILLE, OKLAHOMA; PROVIDING FOR PURPOSE AND ORGANIZATION; PROVIDING FOR DEFINITIONS; PROVIDING FOR ELIGIBILITY AND PARTICIPATION; PROVIDING FOR EMPLOYER AND EMPLOYEE CONTRIBUTIONS; PROVIDING FOR ACCOUNTING, ALLOCATION, AND VALUATION; PROVIDING BENEFITS; PROVIDING FOR REQUIRED NOTICE; PROVIDING FOR AMENDMENTS AND TERMINATION; PROVIDING FOR TRANSFER TO AND FROM OTHER PLANS; CREATING A COMMITTEE AND PROVIDING FOR POWERS, DUTIES, AND RIGHTS OF COMMITTEE; PROVIDING FOR PAYMENT OF CERTAIN OBLIGATIONS; PROVIDING FOR DURATION AND PAYMENT OF EXPENSES; PROVIDING FOR EFFECTIVE DATE; PROVIDING FOR VESTING SCHEDULES; PROVIDING FOR A FUND TO FINANCE THE SYSTEM TO BE POOLED WITH OTHER INCORPORATED CITIES, TOWNS AND THEIR AGENCIES AND INSTRUMENTALITIES FOR PURPOSES OF ADMINISTRATION, MANAGEMENT, AND INVESTMENT AS PART OF THE OKLAHOMA MUNICIPAL RETIREMENT FUND; PROVIDING FOR PAYMENT OF ALL CONTRIBUTIONS UNDER THE SYSTEM TO THE OKLAHOMA MUNICIPAL RETIREMENT FUND FOR MANAGEMENT AND INVESTMENT; PROVIDING FOR NON-ALIENATION OF BENEFITS; ADOPTING THOSE AMENDMENTS MANDATED BY THE INTERNAL REVENUE CODE; PROVIDING FOR EMPLOYER PICKUP OF REQUIRED CONTRIBUTIONS; PROVIDING FOR REPEALER AND SEVERABILITY; AND DECLARING AN EMERGENCY.

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

Section 1. That pursuant to the authority conferred by the laws of the State of Oklahoma, and for the purpose of encouraging continuity and meritorious service on the part of City employees and thereby promote public efficiency, there is hereby authorized created, established, and approved and adopted, effective as of **October 1, 2024**, the funded Plan designated "Employee Retirement System of City of Bartlesville, Oklahoma, Defined Contribution Plan," (hereinafter called System), an executed counterpart of which is marked Exhibit "A" (Joinder Agreement) and Exhibit "B" (Master Defined Contribution Plan) and attached hereto as part hereof.

Section 2. ADMINISTRATION. For the purpose of administration the System there is hereby established a Committee, which shall be the members of the City Council of City of Bartlesville, Oklahoma, as now existing or as from time to time duly elected or appointed and constituted. The powers and duties of the Committee shall be as set forth in the System instrument attached hereto as Exhibit "B".

Section 3. FUND. A fund is hereby provided for the exclusive use and benefit of the persons entitled to benefits under the System. All contributions to such fund shall be paid over to and received in trust for such purpose by the City. Such Fund shall be pooled for purposes of management and investment with similar funds of other incorporated cities, towns, and municipal trusts in the State of Oklahoma as a

part of the Oklahoma Municipal Retirement Fund in accordance with the trust agreement of the Oklahoma Municipal Retirement Fund, a public trust. The City shall hold such contributions in the form received, and from time to time pay over and transfer the same to the Oklahoma Municipal Retirement Fund, as duly authorized and directed by the Board of Trustees. The Fund shall be nonfiscal and shall not be considered in computing any levy when the annual estimate is made to the County Excise Board.

Section 4. APPROPRIATIONS. The City of Bartlesville, Oklahoma, is hereby authorized to incur the necessary expenses for the establishment, operation, and administration of the System, and to appropriate and pay the same. In addition, the City of Bartlesville, Oklahoma, is hereby authorized to appropriate annually such amounts as are required in addition to employee contributions to maintain the System and the Fund in accordance with the provisions of the Defined Contribution Plan. Any appropriation so made to maintain the System and Fund shall be for deferred wages or salaries, and for the payment of necessary expenses of operation and administration to be transferred to the trustees of the Oklahoma Municipal Retirement Fund for such purposes and shall be paid into the Fund when available, to be duly transferred to the Oklahoma Municipal Retirement Fund.

Section 5. SPECIAL INCOME TAX TREATMENT FOR CONTRIBUTIONS UNDER IRC414. The Plan contains provisions which are intended to constitute a pick-up program by the Employer which satisfies the requirements of section 414(h)(2) of the Internal Revenue Code of 1986 (the "Code"); and the Plan, be, and it is, approved and adopted as of the date therein stated; and required contributions described in Section 5 of the Joinder are designated as "picked-up" by the employer so as to not be included in Plan Participants' gross income for Federal income tax purposes as provided in Section 414(h)(2) of the Code. All such required contributions are to be paid by the employer in lieu of contributions by the Plan Participant. No Participant in the Plan shall have the option of choosing to receive the amounts of required Contributions directly in lieu of having such amounts paid by the employer to the Trustees of the Plan.

Section 6. EXECUTION. The Mayor and City Clerk be and they are each hereby authorized and directed to execute (in counterparts, each of which shall constitute an original) the System instrument, and to do all other acts and things necessary, advisable, and proper to put said System and related trust into full force and effect, and to make such changes therein as may be necessary to qualify the same under Sections 401(a) and 501(a) of the Internal Revenue Code of the United States. The counterpart attached hereto as Exhibit "A" and Exhibit "B", which has been duly executed as aforesaid simultaneously with the passage of this Ordinance and made a part hereof, is hereby ratified and confirmed in all respects.

This Committee is hereby authorized and directed to proceed immediately on behalf of the City of Bartlesville, Oklahoma, to pool and combine the Fund into the Oklahoma Municipal Retirement Fund as a part thereof, with similar funds of such other cities and towns, for purposes of pooled management and investment.

Section 7. REPEALER. Any Ordinance inconsistent with the terms and provisions of this Ordinance is hereby repealed, provided, however, that such repeal shall be only to the extent of such incon-

sistency and in all other respects this Ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this Ordinance.

Section 8. SEVERABILITY. If, regardless of cause, any section, subsection, paragraph, sentence or clause of this Ordinance, including the System as set forth in Exhibit "A" and Exhibit "B", is held invalid or to be unconstitutional, the remaining sections, subsections, paragraphs, sentences, or clauses shall continue in full force and effect and shall be construed thereafter as being the entire provisions of this Ordinance.

Section 9. EMERGENCY. Whereas, in the judgment of the City Council of the City of Bartlesville, Oklahoma, the public peace, health, safety, and welfare of the City of Bartlesville, Oklahoma, and the inhabitants thereof demand the immediate passage of this Ordinance, an emergency is hereby declared, the rules are suspended, and this Ordinance shall be in full force and effective on its passage, approvals and publication.

END

The undersigned hereby certifies that the foregoing Ordinance was introduced before the City Council of City of Bartlesville on the _____ day of _____, 20_____, and was duly adopted and approved by the Mayor and City Council, on the _____ day of _____, 20_____, after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et. seq.).

City of Bartlesville

By _____
Mayor

ATTEST:

Clerk

Approved as to form and legality on _____, _____.

CITY ATTORNEY

**OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED CONTRIBUTION PLAN
JOINDER AGREEMENT**

City of Bartlesville [a municipality or authority chartered, incorporated or formed under the laws of Oklahoma], a city, town, agency, instrumentality, or public trust located in the State of Oklahoma, with its principal office at Bartlesville, Oklahoma, hereby establishes a Defined Contribution Plan to be known as **City of Bartlesville ACM Plan** (the "Plan") in the form of the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan.

Except as otherwise provided herein, the definitions in Article II of the Plan apply.

1. Dates.

- ☒ This instrument is a new Plan effective October 1, 2024 ("Effective Date") [such date may not be earlier than the first day of the Plan Year in which it is executed].
- ☐ This instrument is an amendment, restatement, and continuation of the Previous Plan, which was originally effective __. The effective date of this Joinder Agreement is __ ("Effective Date") [date may not be prior to Plan Year of the date of execution], except as otherwise stated in the Plan and the Joinder Agreement.

2. Employee.

The word "Employee" shall mean:

- ☐ Any person, other than a Leased Employee, who, on or after the Effective Date, is considered to be a regular full-time employee in accordance with the Employer's standard personnel policies and practices, and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.
- ☐ Any person, other than a Leased Employee, who, on or after the Effective Date, is considered to be a regular employee in accordance with the Employer's standard personnel policies and practices (including part-time, seasonal and temporary employees), and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.
- ☒ Any person who, ☒ on or after the Effective Date, ☐ as of , holds the position of:
- ☐ City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.
- ☒ Assistant City Manager ☐ Chief of Police ☐ Fire Chief
- ☐ Department Head or Department Manager ☐ Finance Director or Chief Financial Officer
- ☐ General Counsel or Municipal Attorney ☐ Municipal Judge
- ☐ ____ (specify position)

The word "Employee" shall not include:

- ☐ Any person who is currently accruing benefits under any other state or local retirement system.
- ☐ Any person in the following position and who is covered under another retirement program or system approved by the City:
- ☐ City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.
- ☐ Assistant City Manager ☐ Chief of Police ☐ Fire Chief
- ☐ Department Head or Department Manager
- ☐ Finance Director or Chief Financial Officer
- ☐ General Counsel or Municipal Attorney ☐ Municipal Judge
- ☐ ____ (specify position)
- ☐ Any person who _ [description may include a position but not the name of an individual].

3. Entry Date.

Eligible Employees shall commence participation in the Plan: (Select only one)

- ☐ months (any number of months up to twelve) after the later of the Employee's Employment Commencement Date or the date the definition of Employee in Section 2 hereof was met, provided that the individual has met the definition of Employee in Section 2 hereof throughout such period.
- ☒ **On the Employee's Employment Commencement Date. (If the Employer has opted out of Old Age and Disability Insurance (OADI), this option must be elected).**

4. Definition of Compensation.

Compensation shall exclude the item(s) listed below:

- ☒ **No exclusions.**
- ☐ Overtime pay.
- ☐ Bonuses.
- ☐ Commissions.
- ☐ Longevity pay.
- ☐ Severance pay.
- ☐ Fringe benefits, expense reimbursements, deferred compensation and welfare benefits.
- ☐ Accrued vacation or sick leave paid upon termination of employment and moving expenses.
- ☐ Other: [must be definitely determinable]

5. Plan Design.

The Employer hereby elects the following Plan design:

- ☐ **Pick-up Option.** Each Employee shall be required to contribute to the Plan % of his or her Compensation. These contributions shall be picked up and assumed by the Employer and paid to the Fund in lieu of contributions by the Participant. No Participant shall have the option of receiving the contributed amounts directly as Compensation.
- ☐ **Thrift Plan Option.**
 - ☐ A Participant may elect to contribute to the Plan for each Valuation Period an amount which is at least 1%, but no more than % of his Compensation ("Mandatory Contributions"). Mandatory Contributions shall be made by payroll deductions. A Participant shall authorize such deductions in writing on forms approved by, and filed with the Committee.
 - ☐ The Employer shall contribute to the Fund an amount equal to % of the total Mandatory Contributions contributed by Participants.
The Employer contribution shall be allocated in the proportion which the Mandatory Contributions of each such Participant for such Valuation Period bear to the total Mandatory Contributions contributed by all such Participants for such Valuation Period. Forfeitures attributable to Employer contributions under the Thrift Plan Option of this Section 5 shall be used to reduce Employer contributions under such Option.
- ☐ **Fixed Option.** The Employer shall contribute to the Fund an amount equal to % of the total covered Compensation of all Participants for the Valuation Period. The Employer contribution shall be allocated in the proportion which the Compensation of each such Participant for such Valuation Period bears to the Compensation paid to all such Participants for such Valuation Period.
- ☒ **Variable Option.**
 - ☒ **The Employer intends to make a contribution to the Plan for the benefit of the Participants for each Valuation Period. The contribution may be varied from year to year by the Employer.** (Select one option below)
 - ☐ **Option A:** The Employer contribution shall be allocated in the proportion that each such Participant's total points awarded bear to the total points awarded to all Participants with respect to such year. A Participant shall be awarded one point for each Year of Service.
 - ☒ **Option B:** The Employer contribution shall be allocated in the proportion which the Compensation of each such Participant for such Valuation Period bears to the Compensation paid to all such Participants for such Valuation Period.
 - ☐ **Option C:** A combination of Options A and B in the following ratios: % for Option A, and % for Option B.

- ☐ **401(k) Option.**
(This Option available only if elected prior to May 1, 1986)
- ☐ Participant Deferral Elections shall be allowed under the provisions of Section 4.8 of the Plan. Participants shall be allowed to defer no more than 6 % of their Compensation for each election period.
- ☐ Section 4.8(d) of the Plan ("Roth Elective Deferrals") shall apply to contributions after (enter a date later than January 1, 2006, but not earlier than the date the Roth option was initially adopted), and the Plan will accept a direct rollover from another Roth elective deferral account under an applicable retirement plan as described in Code Section 402A(e)(1).
- ☐ **Matching Contribution Option.** The Employer shall contribute to the Fund an amount equal to % of the Participant's contributions under the Employer's Section 457(b) Deferred Compensation Plan. The Employer matching contribution shall be limited to % of the Participant's Compensation. Forfeitures attributable to Employer matching contributions under this Matching Contribution Option of Section 5 shall be used to reduce Employer matching contributions under such Option.
- ☐ **No Employer Contribution Option.**
- 6. Other Participant Contribution Options.**
- ☒ **Voluntary Nondeductible Contributions by Participants shall be allowed under the provisions of Section 4.4 of the Plan.**
- ☐ A Participant may not withdraw Voluntary Nondeductible Contributions.
- ☐ Participants shall not contribute to the Plan.
- 7. Self-Directed Investments.**
- ☒ **Are permitted.**
- ☐ Are not permitted.
- 8. Allocation of Forfeitures Available.**
Forfeitures of Employer contributions attributable to the Fixed Option or Variable Option under Section 5 hereof:
- ☐ Shall be added to Employer contribution under such Option for the calendar quarter following the Participant's Break in Service.
- ☒ **Shall reduce the Employer contribution under such Option for the current or next following Plan Year.**
- 9. Service for Worker's Compensation Period.**
If a Participant is on an Authorized Leave of Absence and is receiving worker's compensation during such Authorized Leave of Absence, such Participant
- ☒ **shall be credited with Service for such period for purposes of vesting only and not for purposes of allocations of Employer Contributions.**
- ☐ shall not be credited with Service for such period.

10. Vesting.

For purposes of vesting under Section 6.4 of the Plan, the Employer hereby elects the following Option:

☐ Option A

<u>Years of Service</u>	<u>Vested Percentage</u>	<u>Forfeited Percentage</u>
less than 1	0%	100%
at least 1 but less than 2	10%	90%
at least 2 but less than 3	20%	80%
at least 3 but less than 4	30%	70%
at least 4 but less than 5	40%	60%
at least 5 but less than 6	50%	50%
at least 6 but less than 7	60%	40%
at least 7 but less than 8	70%	30%
at least 8 but less than 9	80%	20%
at least 9 but less than 10	90%	10%
10 or more	100%	0%

☐ Option B

<u>Years of Service</u>	<u>Vested Percentage</u>	<u>Forfeited Percentage</u>
Less than 3	0%	100%
at least 3 but less than 4	20%	80%
at least 4 but less than 5	40%	60%
at least 5 but less than 6	60%	40%
at least 6 but less than 7	80%	20%
7 or more	100%	0%

☐ Option C

<u>Years of Service</u>	<u>Vested Percentage</u>	<u>Forfeited Percentage</u>
less than 5	0%	100%
at least 5 but less than 6	50%	50%
at least 6 but less than 7	60%	40%
at least 7 but less than 8	70%	30%
at least 8 but less than 9	80%	20%
10 or more	100%	0%

☒ Option D

<u>Years of Service</u>	<u>Vested Percentage</u>	<u>Forfeited Percentage</u>
Immediate 100% Vesting	100%	0%

☐ Option E

The Schedule indicated below (the sum of the Vested Percentage and Forfeited Percentage at each Year of Service must equal 100%) the vesting schedule must be at least as favorable as one of the safe harbor pre-ERISA schedules. The safe harbor vesting schedules are:

- 15-year cliff vesting schedule: The plan provides that a participant is fully vested after 15 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service).
- 20-year graded vesting schedule: The plan provides that a participant is fully vested based on a graded vesting schedule of 5 to 20 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service).
- 20-year cliff vesting schedule for qualified public safety employees: The plan provides that a participant is fully vested after 20 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service). This safe harbor would be available only with respect to the vesting schedule applicable to a group in which substantially all of the participants are qualified public safety employees (within the meaning of Section 72(t)(10)(B)).

<u>Years of Service</u>	<u>Vested Percentage</u>	<u>Forfeited Percentage</u>
less than 1	%	%
at least 1 but less than 2	%	%
at least 2 but less than 3	%	%
at least 3 but less than 4	%	%
at least 4 but less than 5	%	%
at least 5 but less than 6	%	%
at least 6 but less than 7	%	%
at least 7 but less than 8	%	%
at least 8 but less than 9	%	%
at least 9 but less than 10	%	%
10 or more	%	%

☐ Option F

To comply with the Internal Revenue Service Regulations promulgated pursuant to the Code Section 3121(b)(7)(F), Participants who are part-time, seasonal or temporary Employees will have immediate vesting.

(If this Option F is elected, one of the other Options above must also be elected for Participants who are not part-time, seasonal or temporary Employees).

11. Participant Loans.

☒ **Participant loans shall be offered pursuant to Section 6.14 of the Plan.**

☐ Participant loans shall not be offered.

12. Direct Transfer to Other Retirement Plan.

☒ **Direct transfer of a Participant's accounts to another defined contribution plan sponsored by the Employer is not permitted.**

☐ The Accounts of any Participant who (i) is 100% vested in his Accounts in this Plan; (ii) has ceased to be eligible for participation in this Plan; and (iii) who becomes eligible for participation in another defined contribution retirement plan sponsored by the Employer (the "Other Retirement Plan"), shall be directly transferred to the Other Retirement Plan as soon as practicable after the Plan Administrator provides written direction to the Trustee to such effect in a form acceptable to the Trustee.

13. Valuation Date. Except with respect to any Special Valuation Date determined in accordance with Section 5.10, the Valuation Date for the Plan shall be on each business day of the Plan Year for which Plan assets are valued on an established market.

14. The Employer has consulted with and been advised by its attorney concerning the meaning of the provisions of the Plan and the effect of entry into the Plan.

IN WITNESS WHEREOF the City of Bartlesville has caused its corporate seal to be affixed hereto and this instrument to be duly executed in its name and behalf by its duly authorized officers this _____ day of _____.

City of Bartlesville

By: _____

Title: Mayor

Attest:

Title: _____

(SEAL)

The foregoing Joinder Agreement is hereby approved by the Oklahoma Municipal Retirement Fund this _____ day of _____, _____.

OKLAHOMA MUNICIPAL RETIREMENT FUND

By: _____

Title: _____

Attest:

Secretary

(SEAL)

Required Disclosures. This Joinder Agreement is to be used only with the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan. Failure to properly complete this Joinder Agreement may result in failure of the Plan to qualify under Code Section 401(a). In accordance with IRS Rev. Proc. 2017-41, the Provider (as defined in Rev. Proc. 2017-41) who has obtained Internal Revenue Service approval of the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan has authority under the Plan document to amend the Plan on behalf of adopting employers for certain changes in the Code, regulations, revenue rulings, other statements published by the Internal Revenue Service, including model, sample or other required good faith amendments. The Provider will inform adopting employers of any such amendments or of the discontinuance or abandonment of the Pre-Approved Plan document. The name, address and telephone number of the Provider is: McAfee & Taft A Professional Corporation, 211 N. Robinson, Oklahoma City, OK 73102, telephone (405) 552-2231. Any inquiries by the adopting employer regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the Internal Revenue Service advisory letter on the Pre-Approved Plan may be directed to the Provider.

Reliance on Sponsor Opinion Letter. The Provider has obtained from the IRS an Opinion Letter (as defined in Rev. Proc. 2017-41) specifying the form of this Joinder Agreement and the basic plan document satisfy, as of the date of the Opinion Letter, Code §401. An adopting Employer may rely on the Preapproved Plan Sponsor's IRS Opinion Letter only to the extent provided in Rev. Proc. 2017 41. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter and in Rev. Proc. 2017 41 or subsequent guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, the Employer must apply for a determination letter to Employee Plans Determinations of the IRS.

**OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED CONTRIBUTION PLAN**

**OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED CONTRIBUTION PLAN**

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ARTICLE I.
Purpose and Organization

1.1 **Purpose:** The purpose of this Plan is to encourage the loyalty and continuity of service of the Participants, to provide retirement benefits for all eligible Employees of the Employer, as hereinafter defined, who complete a period of faithful service and become eligible hereunder, and to qualify the Plan under Section 401(a) of the Code. It is intended that the Plan satisfy Section 401(a) of the Code by meeting the requirements of Section 414(d) of the Code. The benefits provided by this Plan will be paid from a Fund established by the Employer and will be in addition to the benefits Employees are entitled to receive under any other programs of the Employer and from the Federal Social Security Act.

The design type of this Plan is a profit sharing plan. To the extent this Plan is a governmental retiree benefit plan under Section 401(a)(24) of the Code, and prior to the termination of the Plan and satisfaction of all liabilities of the Plan, no part of the corpus or income of the Fund shall be used for, or diverted to, purposes other than for the exclusive benefit of the Plan participants and their beneficiaries.

1.2 **Parties:** The Oklahoma Municipal Retirement Fund hereby adopts and establishes this Plan for the benefit of Employees of those Employers, as defined herein, formed, chartered or incorporated under the laws of the State of Oklahoma, who wish to adopt it by executing a Joinder Agreement which incorporates this Plan by reference.

1.3 **Exclusive Benefit:** This Plan and the separate related Fund forming a part hereof are established and shall be maintained for the exclusive benefit of the eligible Employees of the Employer and their beneficiaries. Except as provided under Section 11.12, the Employer does not have any beneficial interest in any asset of the Fund and no part of any asset in the Fund may ever revert to or be repaid to the Employer, either directly or indirectly; nor, prior to the satisfaction of all liabilities with respect to the Participants and their Beneficiaries under the Plan, may any part of the corpus or income of the Fund, or any asset of the Fund, be (at any time) used for, or diverted to, purposes other than the exclusive benefit of the Participants or their Beneficiaries and for defraying reasonable expenses of administering the Plan.

ARTICLE II.
Definitions and Construction

2.1 **Definitions:** Where the following words and phrases appear in this Plan, they shall have the respective meanings set forth below, unless their context clearly indicates to the contrary:

(a) **Account:** One or more of several records maintained to record the interest in the Plan of each Participant and Beneficiary, and shall include any or all, where appropriate, of the following: (i) Municipality Contribution Account, (ii) Participant Deductible Contribution Account, (iii) Participant Deferred Compensation Contribution Account, (iv) Participant Mandatory Contribution Account, (v) Participant Nondeductible Contribution Account, (vi) Participant Roth Contribution Account, (vii) Pick-Up Contribution Account, (viii) Participant Rollover Account, (ix) Catch-Up Contribution Account, and (x) Loan Account.

(b) **Adjustment Factor:** The cost of living adjustment factor prescribed by the Secretary of the Treasury under Section 415(d) of the Code for years beginning after December 31, 1987, as applied to such items and in such manner as the Secretary shall provide.

(c) **Amount(s) Forfeited:** That portion of a terminated Participant's Municipality Contribution Account to which such Participant is not entitled because of insufficient Service.

(d) **Authorized Agent:** The City Clerk of the Employer or such other person designated by the Employer to carry out the efficient operation of the Plan at the local level.

(e) **Authorized Leave of Absence:** Any absence authorized by the Employer under the Employer's standard personnel practices applied to all persons under similar circumstances in a uniform manner, including any required military service during which a Participant's re-employment rights are protected by law; provided that he resumes employment with the Employer within the applicable time period established by the Employer or by law.

(f) **Beneficiary:** Any person or entity designated or deemed designated by a Participant as provided in Section 6.11 hereof.

(g) **Break in Service:** The expiration of ninety (90) days from the date the Participant last performed Service for the Employer for which such Participant was entitled to wages as defined in Section 3121(a) of the Code unless the Participant is on Authorized Leave of Absence. If a Participant does not resume employment with the Employer upon the expiration of an Authorized Leave of Absence, the Participant will be deemed to be absent from work on the first day of his Authorized Leave of Absence for purposes of determining if the Participant has a Break in Service.

For determining the amounts to be forfeited from a Participant's account under Section 6.6, any periods of employment with the Employer during which the Participant was not considered an Employee under the Plan shall not be considered as a Break in Service that causes a forfeiture unless the Participant was covered under a state retirement system or any other program outside the Oklahoma Municipal Retirement Fund System.

(h) **Catch-Up Contributions:** A Participant's contributions described in Section 4.8(c) herein.

(i) **Catch-Up Contribution Account:** The Account maintained for a Participant in which any Catch-Up Contributions are recorded.

(j) **City Council:** The City Council or Board of Trustees of the Employer or other duly qualified and acting governing authority of the Employer.

(k) **Code:** The Internal Revenue Code of 1986, as amended from time to time.

(l) **Committee:** The City Council of the Municipality, which shall act as the Plan Administrator of the Plan as provided for under Article X hereof.

(m) **Compensation:** Compensation means wages for federal income tax withholding purposes, as defined under Code §3401(a), plus all other payments to an Employee in the course of the Employer's trade or business, for which the Employer must furnish the Employee a written statement under Code §§6041, 6051 and 6052, but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or services performed (such as the exception for agricultural labor in Code §3401(a)(2)). The Employer in Section 4 of its Joinder Agreement may specify modifications to the definition of Compensation, for purposes of contribution allocations under the Plan. For purposes of determining a Participant's compensation, any election by such Participant to reduce his regular cash remuneration under Code Sections 125, 401(k), 414(h), 403(b) or 457 shall be disregarded.

(1) **Limitations.** The annual compensation of each Participant taken into account in determining allocations for any Plan Year beginning after December 31, 2001, shall not exceed \$280,000, as adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Code. Annual compensation means compensation during the Plan Year or such other consecutive 12-month period over which compensation is otherwise determined under the Plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. If compensation for a period of less than 12 months is used for a plan year, then the otherwise applicable compensation limit is reduced in the same proportion as the reduction in the 12-month period. If a determination period consists of fewer than 12 months, the annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12.

If Compensation for any prior determination period is taken into account in determining an Employee's benefits accruing in the current Plan Year, the Compensation for that prior determination period is subject to applicable annual compensation limit in effect for that prior determination period.

For limitation years beginning on and after January 1, 2001, for purposes of applying the limitations described in this Subsection 2.1(m), Compensation paid or made available during such limitation years shall include elective amounts that are not includible in the gross income of the Employee by reason of Section 132(f)(4) of the Code.

(n) Deductible Participant Contribution: Prior to January 1, 1987, the amount a Participant may voluntarily contribute to the Plan which could not exceed the lesser of \$2,000 (or such higher limit as allowed by the Code), or 100% of Compensation, and is deductible from gross income by the Participant pursuant to the Code. No Deductible Participant Contributions may be made after January 1, 1987.

(o) Deferred Compensation Contributions: A Participant's contributions described in Section 4.8 herein and credited to his Participant Deferred Compensation Contribution Account.

(p) Disability: A physical or mental condition which, in the judgment of the Committee, totally and presumably permanently prevents a Participant from engaging in any substantial gainful employment with the Employer. A determination of such disability shall be based upon competent medical evidence.

(q) Effective Date: The later of: (a) the date specified in the Joinder Agreement; or (b) the first day on which the Plan has a Participant.

(r) Employee: Shall have the meaning set forth in Section 2 of the Joinder Agreement.

(s) Employer: A Municipality chartered, incorporated or formed under the laws of the State of Oklahoma which executes the Joinder Agreement.

(t) Employment Commencement Date: The first day of the first pay period during which the Participant receives wages as defined in Section 3121(a) of the Code from the Employer.

(u) Entry Date: The date an Employee becomes a Participant.

(v) Forfeiture: The portion of a Participant's Accounts which becomes forfeitable pursuant to Section 6.6 hereof.

(w) Fund: The fund established to provide the benefits under the Plan for the exclusive benefit of the Participants included in the Plan, and which will be pooled with similar funds of other incorporated cities and towns of Oklahoma as a part of the Oklahoma Municipal Retirement Fund, for purposes of pooled management and investment.

(x) Investment Manager: A person who is either (i) registered as an investment adviser under the Investment Advisers Act of 1940, (ii) a bank, as defined in the Investment Advisers Act of 1940, or (iii) an insurance company qualified to perform investment management services under the laws of more than one state.

(y) Investment Options: Any of those investment options selected by the Committee in accordance with Section 5.12 hereof.

(z) Joinder Agreement: The agreement by which the Employer adopts this Plan and Fund as its Plan and Fund.

(aa) Leased Employee: Any person (other than an employee of the recipient) who pursuant to an agreement between the recipient and any other person ("leasing organization") has performed services for the recipient (or for the recipient and related persons determined in accordance with Section 414(n)(6) of the Code) on a substantially full time basis for a period of at least one year, and such services are performed under primary direction or control by the recipient. Contributions or benefits provided a Leased Employee by the leasing organization which are attributable to services performed for the recipient employer shall be treated as provided by the recipient employer.

A Leased Employee shall not be considered an employee of the recipient if: (I) such employee is covered by a money purchase pension plan providing: (1) a nonintegrated employer contribution rate of at least 10% of compensation, as defined in Section 415(c)(3) of the Code, but including amounts contributed pursuant to a salary reduction agreement which are excludable from the employee's gross income under Section 125, Section 402(e)(3), Section 402(h)(1)(B) or Section 403(b) of the Code, (2) immediate participation, and (3) full and immediate vesting; and (ii) leased employees do not constitute more than 20% of the recipient's nonhighly compensated work force.

(bb) Limitation Year: The twelve (12) consecutive month period ending on June 30th of each year. If the Limitation Year is amended to a different twelve (12) consecutive month period, the new Limitation Year must begin on a date within the Limitation Year in which the amendment is made.

(cc) Loan Account: A Participant's Separate Account established in the event he desires to make a loan from his applicable Account as provided in Section 6.13 herein.

(dd) Mandatory Contributions: Contributions, if elected by the Employer in the Joinder Agreement, which Participants are required to make in order to participate in the Plan.

(ee) Municipality: (1) each and every incorporated municipality in the State of Oklahoma; (2) public trusts having municipalities as a beneficiaries; (3) interlocal cooperatives created pursuant to 74 Oklahoma Statutes, Sections 1001, et seq., between municipalities and/or their public trust, and; (4) any other legal entity comprising a municipal authority as that term is used in Chapter 48 of Title 11 Oklahoma statutes, which has adopted the Plan and/or which has become a participant in the related trust according to the terms herein.

(ff) Municipality Contribution Account: The account maintained for a Participant in which his share of the contributions of the Employer and the Amounts Forfeited and any adjustments relating thereto are recorded.

(gg) Normal Retirement Date: The first day of the month occurring on or next following the date a Participant attains sixty-five (65) years of age.

(hh) Oklahoma Municipal Retirement Fund: The trust created in accordance with Sections 48-101 et seq., of Title 11, Oklahoma Statutes 1981, to combine pension and retirement funds in incorporated cities and towns of Oklahoma for purposes of management and investment, represented by and acting through its Board of Trustees.

(ii) Participant: Any Employee or former Employee who meets the eligibility requirements and is covered under the Plan.

(jj) Participant Contribution Accounts: All of the following Accounts: (i) Participant Deductible Contribution Account, (ii) Participant Deferred Compensation Contribution Account, (iii) Participant Nondeductible Contribution Account, (iv) Catch-Up Contribution Account, (v) Pick-Up Contributions Account, (vi) Participant Mandatory Contributions Account, (vii) Participant Rollover Account, and (viii) Participant Roth Contribution Account.

(kk) Participant Deductible Contribution Account: The Account maintained for a Participant in which his Deductible Participant Contributions and adjustments relating thereto are recorded.

(ll) Participant Deferred Compensation Contribution Account: The Account maintained for a Participant in which his Deferred Compensation Contributions resulting from the Participant's election under Section 4.8 of the Plan and adjustments thereto are recorded.

(mm) Participant Mandatory Contribution Account: The Account maintained for a Participant in which his Mandatory Contributions and adjustments relating thereto are recorded.

(nn) Participant Nondeductible Contribution Account: The Account maintained for a Participant in which his voluntary nondeductible contributions and adjustments relating thereto are recorded.

(oo) Participant Rollover Account: The Account maintained for a Participant in which any Rollover Contributions are recorded.

(pp) Participant Roth Contribution Account: The Account maintained for a Participant in which any Roth Contributions are recorded.

(qq) Participation: The period commencing as of the date an Employee became a Participant and ending on the date the final distributions of all the Account balances are made.

(rr) Period(s) of Service or Service:

(1) A Participant's last continuous period during which the Participant was an Employee of the Employer and/or any other Municipality prior to the earlier of his Retirement or Break in Service.

(i) Service includes employment with a Municipality other than the Employer prior to the time that the other Municipality adopted the Plan if the other Municipality credits a participant's past service under its retirement plan; and

(ii) Service for the Employer does not include employment with any Municipality if that service would not be included under the Municipality's Plan.

(2) Concurrent employment with more than one Municipality shall be credited as only one period of service.

(3) Any Authorized Leave of Absence shall not be considered as interrupting continuity of employment, provided the Employee returns within the period of authorized absence. Until such time as the City Council shall adopt rules to the contrary, credit for Service with the Employer shall be granted for any period of Authorized Leave of Absence during which the Employee's full Compensation is continued and contributions to the Fund are continued at the same rate and made by or for him, but credit for Service with the Employer shall not be granted for any period of authorized, nonpaid absence due to illness, union leave, military service, or any other reason, unless arrangements are made with the City Council for the Employee's continued participation and for contributions to be continued at the same rate and made by him or on his behalf during such absence. Provided, however, if a Participant is on an Authorized Leave of Absence and is receiving worker's compensation during such Authorized Leave of Absence, and if the Employer so elects in the Joinder Agreement, such Participant shall be credited with Service for such period for purposes of vesting only (and not for purposes of allocation of Employer Contributions).

(4) The expiration of the term of office of an elected official shall not be considered as interrupting continuity of employment, provided the official is re-elected for a consecutive term.

(5) Any reference in this Plan to the number of years of Service of a Participant shall include fractional portions of a year.

(6) With respect to a Participant who was previously 100% vested in any other Municipality's qualified retirement plan prior to becoming a Participant in this Plan, such Participant's "Service" for purposes of determining years of service for vesting under this Plan shall include the Participant's last continuous period during which the Participant was an employee of the other Municipality.

(ss) Pick-Up Contributions: The Employer's contributions described in Section 4.7 hereof and credited to his Pick-Up Contribution Account.

(tt) Pick-Up Contributions Account: The account maintained for a Participant in which his share of Pick-Up Contributions are recorded.

(uu) Plan: The Oklahoma Municipal Retirement Fund Master Defined Contribution Plan set forth herein, and all subsequent amendments.

(vv) Plan Administrator: The persons who administer the Plan pursuant to the provisions of Article X hereof.

(ww) Plan Year: Means the twelve (12) consecutive month period ending June 30th of each year. The initial or final Plan Year may be less than a twelve (12) consecutive month period.

(xx) Previous Plan: The terms and provisions in the prior instruments governing the Employer's qualified defined contribution retirement plan and related trust, and applying before the Effective Date hereof, or any other date expressly specified herein if different from the Effective Date, which prior instruments are amended, restated and superseded by this instrument.

(yy) Retirement: Termination of employment upon a Participant's attaining age 65.

(zz) Roth Contributions: A Participant's contributions described in Section 4.8(d) herein and credited to his Participant Roth Contribution Account.

(aaa) Trust Service Provider: The person appointed by the Trustee to supervise operation of the Oklahoma Municipal Retirement Fund and to assist participating Municipalities in the adoption and operation of the Plan.

(bbb) Trustee: The Trustees appointed pursuant to the Trust Indenture establishing the Oklahoma Municipal Retirement Fund.

(ccc) Valuation Date: The date specified in Section 13 of the Joinder Agreement and any Special Valuation Dates determined in accordance with Section 5.10.

(ddd) Valuation Period: The period of time between two successive Valuation Dates.

2.2 Construction: The masculine gender, where appearing in the Plan, shall be deemed to include the feminine gender, unless the context clearly indicates to the contrary. The words "hereof," "herein," "hereunder" and other similar compounds of the word "herein" shall mean and refer to the entire Plan, not to any particular provision or section.

ARTICLE III.
Eligibility and Participation

3.1 **Eligibility:** An Employee, as defined in the Joinder Agreement, who has satisfied all the requirements set forth in the Joinder Agreement shall be eligible to participate in the Plan. Any person who has been classified by the Employer as an independent contractor and has had his compensation reported to the Internal Revenue Service on Form 1099 but who has been reclassified as an "employee" (other than by the Employer) shall not be considered as an eligible Employee who can participate under this Plan; provided, if the Employer does reclassify such worker as an "Employee," for purposes of this Plan, such reclassification shall only be prospective from the date that the Employee is notified by the Employer of such reclassification.

3.2 **Entry Date:** The participation of an Employee eligible to become a Participant shall commence on the earliest date permitted by the Employer in the Joinder Agreement.

3.3 **Re-employment of Former Participants:** Subject to Section 3.4, if a Participant incurs a Break in Service and is subsequently re-employed by the Employer, the Participant shall not receive any credit for his previous Period of Service with the Employer and such Participant shall be treated in the same manner as a person who has not previously been employed by any Municipality.

3.4 **Re-employment of Retired or Fully Vested Participants:** If a retired or fully vested Participant is re-employed by the Employer, no distributions shall be made from the Plan during the period of such re-employment. Periods of Service prior to such Participant's retirement or termination of service, as applicable, shall count as Periods of Service for purposes of determining such Participant's vested interest in his Municipality Contribution Account.

ARTICLE IV.

Contributions

4.1 Contributions by Employer: The Employer shall make such contributions as set forth in the Joinder Agreement. Such contributions shall be made from the operating revenue of the current taxable year or from accumulated revenue or surplus, as appropriate. The contribution shall be determined by written action of the Employer stating the amount of such contribution, and by the payment of such stated amount to the Trustee monthly. Upon execution of the Joinder Agreement, the Employer will contribute one Dollar (\$1.00) to establish the Fund. Any Participant who received Compensation from the Employer during the Valuation Period shall share in the Employer's contribution for the Valuation Period, even if not employed on the last day of the Valuation Period.

All Participant contributions shall be transmitted monthly to the Trustee after being withheld by the Employer. The Trustee shall hold all such contributions, subject to the provisions of the Plan and Fund, and no part of these contributions shall be used for, or diverted to, any other purpose.

4.2 Required Participant Contributions: If the Employer so elects in the Joinder Agreement, Participants shall not be required to contribute to the Plan.

4.3 Mandatory Contributions: If the Employer so elects in the Joinder Agreement, a Participant shall contribute to the Plan for each Plan Year the percentage of his Compensation set forth in the Joinder Agreement. Mandatory Contributions shall be made by payroll deductions. The Participant shall authorize such deductions in writing on forms approved by, and filed with, the Committee.

4.4 Voluntary Nondeductible Contributions by Participants: Subject to the limitations of Sections 5.11 and to such rules of uniform application as the Committee may adopt, each Participant may elect to make nondeductible contributions to the Plan. The contributions of such Participant after the Effective Date may be by payroll deduction, which the Participant shall authorize the Employer to make on written authorization forms designated by and filed with the Committee, or by cash payments by such Participant to the Trustee. The authorization to make contributions by payroll deductions shall be effective on the first day following the Committee's receipt of the payroll deduction authorization. In addition, a Participant may make Rollover Contributions notwithstanding the percentage limitations in the first sentence of this Section or the cash payment requirement of the second sentence of this Section.

4.5 Change of Rate of Voluntary Nondeductible Contributions by Participant: The Participant may change his rate of payroll deduction at any time, or he may discontinue his payroll deductions at any time. Any change of rate or discontinuance of payroll deductions shall be effective on the first payday following the receipt of written notice thereof by the Committee; provided, however, that not more than one change or discontinuance shall be made within a calendar month unless otherwise stated by the Committee.

The Participant must furnish the Committee at the time of any Participant Contribution or payroll deduction authorization an election designating the contribution as a Mandatory Contribution, Deductible Participant Contribution, or a Voluntary Nondeductible Contribution.

4.6 Participant Contributions Nonforfeitable: Each Participant who contributes hereunder shall have a nonforfeitable vested interest in that portion of the value of his own contributions not theretofore previously withdrawn by him.

4.7 Pick-Up Contributions: If the Employer elects in Section 5 of the Joinder Agreement, all Participants shall be required as a condition of employment to make the contributions specified in the Joinder Agreement. These contributions shall be picked up and assumed by the Employer and paid to the Fund in lieu of contributions by the Participant. Such contributions shall be designated as Employer contributions for federal income tax purposes. Each Participant's Compensation will be reduced by the amount paid to the Fund by the Employer in lieu of the required contribution by the Participant. These contributions shall be excluded from the Participant's gross income for federal income tax purposes and from wages for purposes of withholding under Sections 3401 through 3404 of the Code in the taxable year in which contributed. No Participant shall have the option of receiving the contributed amounts directly as Compensation. Contributions made by the Employer under this election shall be designated as Participant contributions for purposes of vesting, determining Participant rights and Participant Compensation. [In order for the Employer to have reliance on whether the Pick-Up Contributions comply with Section 414(h)(2) of the Code, the Employer must obtain a private letter ruling from the Internal Revenue Service.]

4.8 Deferred Compensation Contributions: If the Employer elects in the Joinder Agreement and if such Employer adopted a cash or deferred feature before May 7, 1986, the following provisions shall apply:

(a) Deferred Compensation Contributions under Code Section 401(k): A Participant, by written notice to the Plan Administrator, may elect to make a Deferred Compensation Contribution to the Plan rather than receive Compensation to which the Participant would otherwise be entitled during the period immediately following such election.

Subject to the limitations of this Section 4.8 and Section 5.11, a Participant's Deferred Compensation Contribution may be any whole percentage of his Compensation, but in no case shall a Participant's Deferred Compensation Contribution election exceed the percentage set forth in the Joinder Agreement. Such election shall be binding until the Participant, by written notice to the Plan Administrator, modifies or discontinues his Deferred Compensation Contribution. A Participant's initial election, or modification or discontinuance shall be effective as soon as administratively practicable following the Plan Administrator's receipt of the Participant's written notice of election, modification or discontinuance, and shall remain in effect until modified or terminated. Provided, not more than one change or discontinuance shall be made within a calendar month unless otherwise stated by the Committee.

Employer contributions made pursuant to this Section 4.8 shall be credited to the Participant's Participant Deferred Compensation Account. All such Employer contributions shall

be paid to the Trustee as soon as practicable following the retention of such amounts by the Employer from the Participant's Compensation.

(b) Dollar Limitation on Deferred Compensation Contributions:

(i) General Rule. No Participant shall be permitted to make Deferred Compensation Contributions during any calendar year in excess of the dollar limitation contained in Section 402(g) of the Code (including, if applicable, the dollar limitation on Catch-Up Contributions defined in Section 414(v) of the Code) in effect as of the beginning of the taxable year as adjusted under Section 402(g)(4) of the Code (hereafter referred to as "Excess Elective Deferrals"). In the case of a Participant who is age 50 or over by the end of the taxable year, the dollar limitation described in the preceding sentence includes the amount of Deferred Compensation Contributions that can be Catch-Up Contributions. In the event a Catch-Up Contribution eligible Participant makes Excess Elective Deferrals, the Plan Administrator shall cause such Participant's Deferred Compensation Contributions to be recharacterized as Catch-Up Contributions to the extent necessary to either (i) exhaust his Excess Elective Deferrals, and/or (ii) increase his Catch-Up Contributions to the applicable limit under Section 414(v) of the Code for the Plan Year.

(ii) Recharacterization to Meet Limits of Section 402(g) of the Code. In the event a Participant's Deferred Compensation Contributions for a Plan Year do not equal the maximum Contributions that may be made under the Plan during that Plan Year for any reason, the Participant's Catch-Up Contributions for such Plan Year shall be recharacterized as Deferred Compensation Contributions for all purposes to the extent necessary to increase his Deferred Compensation Contributions to equal such maximum for such Plan Year.

(iii) Corrective Distributions.

a. **General.** Notwithstanding any other provision of the Plan to the contrary, Excess Elective Deferrals (remaining after recharacterization as discussed above) and income and loss allocable thereto for the applicable calendar year must be distributed no later than April 15 following the calendar year in which Excess Elective Deferrals are incurred to avoid penalty, to Participants who have Excess Elective Deferrals for the preceding calendar year. Provided that, Excess Elective Deferrals to be distributed for a taxable year will be reduced by Excess Contributions previously distributed for the Plan Year beginning in such taxable year. For years beginning after 2005, distribution of Excess Elective Deferrals for a year shall be made first from the Participant's Account holding Deferred Compensation Contributions, to the extent Deferred Compensation Contributions were made for the year, unless the Participant specifies otherwise.

b. **Calculation of Income Allocable to Excess Elective Deferrals.** The Plan Administrator shall use the method provided in Section 5.6 herein for computing the income allocable to corrective distributions pursuant to this Section. Excess Elective Deferrals are determined on a date that is no more than seven (7) days before the distribution. For the Plan Year beginning in 2007, income or loss allocable to the period between the end of the taxable year and the

date of distribution ("gap period") must be taken into account for corrective distributions. For Plan Years beginning after 2007, income or loss applicable to the gap will not be taken into account for corrective distributions.

(c) Catch-up Contributions: For Plan Years beginning after December 31, 2001, all Employees who are eligible to make Deferred Compensation Contributions under this Plan and who have attained age 50 before the close of the Employee's taxable year shall be eligible to make Catch-Up Contributions in accordance with, and subject to the limitations of, Section 414(v) of the Code. Catch-Up Contributions are Deferred Compensation Contributions made to the Plan that are in excess of an otherwise applicable Plan limit and that are made by Participants who are age 50 or over by the end of their taxable years. An otherwise applicable Plan limit is a limit in the Plan that applies to Deferred Compensation Contributions without regard to Catch-Up Contributions, such as the limit on Annual Additions and the Code Section 402(g) limit. Such Catch-Up Contributions shall not be taken into account for purposes of the provisions of the Plan implementing the required limitations of Sections 402(g) and 415 of the Code. The Plan shall not be treated as failing to satisfy the provisions of the Plan implementing the requirements of Section 401(k)(3), 401(k)(11), 401(k)(12), 410(b), or 416 of the Code, as applicable, by reason of the making of such Catch-Up Contributions.

(d) Roth Elective Deferrals:

(i) General Application.

(1) If elected by the Employer in the Joinder Agreement, this Subsection (d) will apply to Contributions beginning with the effective date specified in the adoption agreement but in no event before the first day of the first taxable year beginning on or after January 1, 2006.

(2) As of the effective date under Subsection (1), the Plan will accept Roth elective deferrals made on behalf of Participants. A Participant's Roth elective deferrals will be allocated to a separate account maintained for such deferrals as described in Subsection (ii).

(3) Unless specifically stated otherwise, Roth elective deferrals will be treated as elective deferrals for all purposes under the Plan. Roth elective deferrals that are determined to be excess elective deferrals shall be corrected by distribution in the manner set forth in Section 4.8.

(ii) Separate Accounting.

(1) Contributions and withdrawals of Roth elective deferrals will be credited and debited to the Roth elective deferral account maintained for each Participant.

(2) The Plan will maintain a record of the amount of Roth elective deferrals in each Participant's account.

(3) Gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to each Participant's Roth elective deferral account and the Participant's other accounts under the Plan.

(4) No contributions other than Roth elective deferrals and properly attributable earnings will be credited to each Participant's Roth elective deferral account.

(iii) Direct Rollovers.

(1) Notwithstanding Section 9.5, a direct rollover of a distribution from a Roth elective deferral account under the Plan will only be made to another Roth elective deferral account under an applicable retirement plan described in § 402A(e)(1) or to a Roth IRA described in Code Section 408A, and only to the extent the rollover is permitted under the rules of Code Section 402(c).

(2) Notwithstanding Section 9.5, if elected by the Employer in the Joinder Agreement, the Plan will accept a rollover contribution to a Roth elective deferral account only if it is a direct rollover from another Roth elective deferral account under an applicable retirement plan described in Code Section 402A(e)(1) and only to the extent the rollover is permitted under the rules of Code Section 402(c).

(3) The Plan will not provide for a direct rollover (including an automatic rollover) for distributions from a Participant's Roth elective deferral account if the amount of the distributions that are eligible rollover distributions are reasonably expected to total less than \$200 during a year. In addition, any distribution from a Participant's Roth elective deferral account is not taken into account in determining whether distributions from a Participant's other accounts are reasonably expected to total less than \$200 during a year. However, eligible rollover distributions from a Participant's Roth elective deferral account are taken into account in determining whether the total amount of the Participant's account balances under the Plan exceeds \$1,000 for purposes of mandatory distributions from the plan.

(iv) Definition.

(1) **Roth Elective Deferrals.** A Roth elective deferral is an elective deferral that is:

a. Designated irrevocably by the Participant at the time of the cash or deferred election as a Roth elective deferral that is being made in lieu of all or a portion of the pre-tax elective deferrals the Participant is otherwise eligible to make under the plan; and

b. Treated by the Employer as includible in the Participant's income at the time the Participant would have received that amount in cash if the Participant had not made a cash or deferred election.

ARTICLE V.
Accounting, Allocation and Valuation

5.1 **Accounts:** The Committee shall maintain a separate Municipality Contribution Account, Participant Nondeductible Contribution Account, Participant Mandatory Contribution Account, Participant Deductible Contribution Account, Participant Rollover Account, Participant Deferred Compensation Contribution Account, Catch-Up Contribution Account, Pick-Up Contributions Account and Loan Account as necessary for each Participant. A separate sub-account for each such Account shall be maintained for each Investment Option offered in accordance with Section 5.12. All such Accounts shall be credited or debited as herein provided.

5.2 **Eligibility for Allocation:** Employer contributions together with Amounts Forfeited as of the Valuation Date shall be allocated to the Municipality Contribution Accounts of Participants.

5.3 **Allocation of Contribution:** The Employer contributions, together with Amounts Forfeited as of the prior Valuation Date shall be allocated in the manner elected by the Employer in the Joinder Agreement.

5.4 **Allocation of Amounts Forfeited:** No Amount Forfeited attributable to the contribution of one Employer adopting this Plan may be allocated for the benefit of Participants of the Plan of any other adopting Employer.

5.5 **Value of Account:** The value of a Participant's Account is equal to the sum of all contributions, earnings or losses, and other additions credited to the Account, less all distributions (including distributions to Beneficiaries and to alternate payees and also including disbursement of Plan loan proceeds), forfeitures, expenses and other charges against the Account as of a Valuation Date or other relevant date. For purposes of a distribution under the Plan, the value of a Participant's Account balance is its value as of the Valuation Date immediately preceding the date of the distribution. The value of a Participant's Account is the fair market value of the assets in the account.

5.6 **Allocation of Investment Earnings and Losses:** As of each Valuation Date, the Accounts will be adjusted to reflect the earnings and losses since the last Valuation Date. Earnings or losses will be allocated using the daily valuation method so that earnings or losses will be allocated on each day of the Plan Year for which Plan assets are valued on an established market.

5.7 **Accounting for Participants' Contributions:** Contributions by or on behalf of each Participant shall be credited to his Participant Nondeductible Contribution Account, Participant Mandatory Contribution Account, Participant Deductible Contribution Account, Catch-Up Contribution Account, Pick-Up Contribution Account, or Participant Deferred Compensation Contribution Account as deposited with the Trustee.

5.8 **Accounting for Statement of Account:** As soon as is administratively feasible, the Committee shall present to each Participant a statement of such Participant's Accounts, at least annually, showing the balances at the beginning of the reported period, any changes during the reported period, the balances at the end of the reported period, and such other information as the Committee may determine. However, neither the maintenance of accounts, the allocations to

Accounts, nor the statements of account shall operate to vest in any Participant any right or interest in or to the Fund except as the Plan specifically provides herein.

5.9 Time of Adjustment: Each adjustment required by this Article V shall be deemed to have been made at the times specified in this Article V, regardless of the dates of actual entries or receipts by the Trustee of contributions for such Plan Year.

5.10 Special Valuation Date: If the Committee determines that a substantial change in the value of any Investment Fund has occurred since the last Valuation Date, the Committee may, prior to the next Valuation Date, establish one or more Special Valuation Dates and determine the adjustment required to make the total net credit balance in the Accounts of the then Participants equal to the then market value of the total assets of the Fund. Such adjustments shall be made consistent with the procedure specified in Section 5.5. Having determined such adjustment, all distributions which are to be made as of or after such special Valuation Date, but prior to the next succeeding Valuation Date or Special Valuation Date, shall be made as if the net credit balances in all Accounts had actually been credited or debited to reflect the adjustment provided by this Section.

5.11 Limitation on Allocation of Employer Contributions: The following provisions will be applicable in determining if the Plan and the Employer contributions thereto satisfy the requirements of Section 415 of the Code and the regulations thereunder. Except to the extent permitted under Section 4.8(c) of this Plan and Section 414(v) of the Code, if applicable, the Annual Additions that may be contributed or allocated to a Participant's Accounts under the Plan for any limitation year shall not exceed the Maximum Permissible Amount.

(a) Definitions: For the purposes of this Section the following definitions shall be applicable:

(i) Annual Additions: For purposes of the Plan, "Annual Additions" shall mean the amount allocated to a Participant's Account during the Limitation Year that constitutes:

- (1) Employer contributions,
- (2) Employee Deferred Compensation Contributions or Roth Contributions (excluding excess deferrals that are distributed in accordance with Treas. Reg. § 1.402(g)-1(e)(2) or (3)),
- (3) Forfeitures, and
- (4) Amounts allocated to an individual medical account, as defined in Section 415(1)(2) of the Code, which is part of a pension or annuity plan maintained by the Employer are treated as annual additions to a defined contribution plan; and amounts derived from contribution plans or accrued after December 31, 1985, and taxable years ending after such date, which are attributable to post-retirement medical benefits, allocated to the separate account of a key employee, as defined in Section 419(A)(d)(3) of the Code, under a welfare benefit fund, as defined in Section 419(e) of the Code, maintained by the Employer are treated as annual addition to a defined contribution plan.

Annual additions for purposes of Code § 415 shall not include restorative payments. A restorative payment is a payment made to restore losses to a Plan resulting from actions by a fiduciary for which there is reasonable risk of liability for breach of a fiduciary duty under federal or state law, where participants who are similarly situated are treated similarly with respect to the payments. Generally, payments are restorative payments only if the payments are made in order to restore some or all of the Plan's losses due to an action (or a failure to act) that creates a reasonable risk of liability for such a breach of fiduciary duty (other than a breach of fiduciary duty arising from failure to remit contributions to the Plan). This includes payments to a plan made pursuant to a court-approved settlement, to restore losses to a qualified defined contribution plan on account of the breach of fiduciary duty (other than a breach of fiduciary duty arising from failure to remit contributions to the Plan). Payments made to the Plan to make up for losses due merely to market fluctuations and other payments that are not made on account of a reasonable risk of liability for breach of a fiduciary duty are not restorative payments and generally constitute contributions that are considered annual additions.

Annual additions for purposes of Code § 415 shall not include: (1) The direct transfer of a benefit or employee contributions from a qualified plan to this Plan; (2) rollover contributions (as described in Code §§ 401(a)(31), 402(c)(1), 403(a)(4), 403(b)(8), 408(d)(3), and 457(e)(16)); (3) repayments of loans made to a participant from the Plan; and (4) repayments of amounts described in Code § 411(a)(7)(B) (in accordance with Code § 411(a)(7)(C)) and Code § 411(a)(3)(D), as well as Employer restorations of benefits that are required pursuant to such repayments.

If, in addition to this Plan, the Participant is covered under another qualified plan which is a defined contribution plan maintained by the Employer, a welfare benefit fund, as defined in Section 419(e) of the Code maintained by the Employer, or an individual medical benefit account, as defined in Section 415(1)(2) of the Code maintained by the Employer, which provides for Annual Additions during any Limitation Year, then the Annual Additions which may be credited to a Participant's Account under this Plan for any such Limitation Year will not exceed the Maximum Permissible Amount reduced by the Annual Additions credited to a Participant's Account under the other plans and welfare benefit funds for the same Limitation Year. If the Annual Additions with respect to the Participant under other defined contribution plans and welfare benefit plans maintained by the Employer are less than the Maximum Permissible Amount and the Employer contribution that would otherwise be contributed or allocated to the Participant's Account under this Plan would cause the Annual Additions for the Limitation Year to exceed this limitation, the amount contributed or allocated will be reduced so that the Annual Additions under all such plans and funds for the Limitation Year will equal the Maximum Permissible Amount. If the Annual Additions with respect to the Participant under such other defined contribution plans and welfare benefit funds in the aggregate are equal to or greater than the Maximum Permissible amount, no excess amount will be contributed or allocated to a Participant's Account under this Plan for the Limitation Year.

(ii) Actual Compensation: The words "Actual Compensation" shall mean a Participant's wages, salaries, and fees for professional services and other amounts received without regard to whether or not an amount is paid in cash for personal services actually rendered in the course of employment with the Employer, to the extent that the amounts are includible in gross income (or to the extent amounts deferred at the election of the Employee

would be includible in gross income but for the rules of Sections 125, 132 (for limitation years beginning after December 31, 2001), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b) of the Code). These amounts include, but are not limited to, commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips and bonuses, fringe benefits, and reimbursements or other expense allowances under a nonaccountable plan as described in Treas. Reg. §1.62-2(c)). For years beginning after December 31, 2008, (i) an individual receiving a differential wage payment, as defined by Code §3401(h)(2), is treated as an employee of the employer making the payment, (ii) the differential wage payment is treated as Actual Compensation, and (iii) the Plan is not treated as failing to meet the requirements of any provision described in Code §414(u)(1)(C) by reason of any contribution or benefit which is based on the differential wage payment.

For purposes of applying the limitations described in this Section 5.11 of the Plan, Compensation paid or made available during such limitation years shall include elective amounts that are not includable in the gross income of the Employee by reason of Code Section 132(f)(4).

Actual Compensation shall be adjusted, as set forth herein, for the following types of compensation paid after a Participant's severance from employment with the Employer maintaining the Plan (or any other entity that is treated as the Employer pursuant to Code § 414(b), (c), (m) or (o)). However, amounts described in Subsections (a) and (b) below may only be included in Actual Compensation to the extent such amounts are paid by the later of 2½ months after severance from employment or by the end of the limitation year that includes the date of such severance from employment. Any other payment of compensation paid after severance of employment that is not described in the following types of compensation is not considered Actual Compensation within the meaning of this Section, even if payment is made within the time period specified above.

(1) **Regular Pay:** Actual Compensation shall include regular pay after severance of employment if:

A. The payment is regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and

B. The payment would have been paid to the Participant prior to a severance from employment if the Participant had continued in employment with the Employer.

(2) **Leave Cashouts and Deferred Compensation:** Leave cashouts shall not be included in Actual Compensation. In addition, deferred compensation shall be included in Actual Compensation.

(3) **Salary Continuation Payments for Disabled Participants:** Actual Compensation does not include compensation paid to a Participant who is permanently and totally disabled (as defined in Code § 22(e)(3)).

(iii) **Excess Amount:** The words "Excess Amount" shall mean the excess of the Participant's Annual Additions for the applicable Limitation Year over the Maximum Permissible Amount.

(iv) **Maximum Permissible Amount:** The words “Maximum Permissible Amount” shall mean for the applicable Limitation Year, the “maximum permissible amount” (except for Employee Catch-Up Contributions under Section 414(v) of the Code) which may be contributed or allocated to or made with respect to any Participant which amount shall be the lesser of:

(1) \$56,000, as adjusted for cost-of-living under Code Section 415(d) the “Defined Contribution Dollar Limitation,” or

(2) 100% of the Participant’s Actual Compensation for the Limitation Year.

The compensation limitation referred to above shall not apply to: any contribution for medical benefits (within the meaning of Section 419A(f)(2) of the Code) after separation from service which is otherwise treated as an Annual Addition, or any amount otherwise treated as an Annual Addition under Section 415(1)(1) of the Code.

(b) **Determination of Excess:** If an excess amount was allocated to a Participant on an allocation date of this Plan which coincides with an allocation date of another plan, the excess amount attributed to this Plan will be the product of (1) the total excess amount allocated as of such date times (2) the ratio of (i) the Annual Additions allocated to the Participant for the Limitation Year as of such date under this Plan to (ii) the total Annual Additions allocated to the Participant for the Limitation Year as of such date under this and all other qualified plans which are defined contribution plans.

(c) **Treatment of Excess:** Notwithstanding any provision of the Plan to the contrary, if the annual additions (within the meaning of Code § 415) are exceeded for any participant, then the Plan may be able to correct such excess in accordance with the Employee Plans Compliance Resolution System (EPCRS) as set forth in Revenue Procedure 2018-52 or any superseding guidance, including, but not limited to, the preamble of the final § 415 regulations. However, EPCRS may not be available in all situations.

5.12 Investment Options:

(a) **Self-Directed:** If the Employer elects in the Joinder Agreement, each Participant in the Plan is hereby given the specific authority to direct the investment of all or any portion of his Accounts in one or more Investment Options provided under this Plan in accordance with the procedures established by the Committee. If a Participant does not designate an Investment Option for his Accounts, his Accounts will be invested in the age-based balanced fund or such other Investment Option as may be designated by the Trustees. For purposes of this Section, the Participants shall be exercising full investment control, discretion, authority and fiduciary responsibility as provided in this Plan of the investments in such Participants’ applicable Accounts.

(b) **Non-Self-Directed:** If the Employer does not elect in the Joinder Agreement to allow self-directed investments, all Accounts will be invested in the Balanced Fund or such other Investment Option as may be designated by the Trustees.

ARTICLE VI.
Benefits

6.1 Retirement or Disability: If a Participant's employment with the Employer is terminated when he attains age sixty-five (65), or if a Participant's employment is terminated at an earlier age as the result of a Disability, he shall be entitled to receive the entire amount of his Municipality Contribution Account.

6.2 Deferred Retirement: If a Participant, with the consent of the Employer, shall continue in active employment following his Normal Retirement Date, he shall continue to participate under the Plan. Upon actual retirement, such Participant shall be entitled to receive the entire amount of his Municipality Contribution Account as of his actual retirement date.

6.3 Death of a Participant: Upon the death of a Participant, his Beneficiary shall be entitled to receive the entire amount of his Municipality Contribution Account and Participant Contribution Accounts as of the date of his death. In the case of a death occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code § 414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed and then terminated employment on account of death.

6.4 Termination for Other Reasons - Vested Percentage: If a Participant's employment with the Employer is terminated before his Normal Retirement Date for any reason other than Disability or death, he shall be entitled to an amount equal to the vested percentage of his Municipality Contribution Account. Such vested percentage shall be determined as of the date of termination in accordance with the election of the Employer in the Joinder Agreement.

6.5 Initial Distribution Date: The date of initial distribution ("Initial Distribution Date") of a Participant whose employment is terminated and provided that the Participant requests a distribution, shall be as soon as practicable following his termination of employment and he shall be entitled to the vested percentage of his Accounts on such Initial Distribution Date payable in accordance with the provisions of Section 6.10. The portion of the Employer's contribution, the Amounts Forfeited or the periodic adjustment which is allocated to a Participant terminated for the reasons specified in Section 6.4 after such Initial Distribution Date shall be payable in accordance with the method utilized under Section 6.10 as soon as practicable.

6.6 Determination of Amounts Forfeited: Upon a distribution pursuant to Section 6.4 or if the Participant incurs a Break in Service, the forfeited percentage of a Participant's Municipality Contribution Account, if any, shall be deducted from the Participant's Account. Such Amounts Forfeited shall become available for allocation in accordance with Item 8 of the Joinder Agreement as of the end of the calendar quarter following the Valuation Period in which the terminated Participant forfeited such amounts.

6.7 Participant Contribution Accounts: A Participant shall be fully vested in his Participant Contribution Accounts at all times. A Participant's Contribution Account balances shall be paid to him in connection with the distribution to him of the vested portion of his

Municipality Contribution Account on or after his Initial Distribution Date. Such distributions shall be made in accordance with Section 6.10 and Section 6.8.

6.8 Withdrawals from Participant's Contribution Accounts: In accordance with the provisions hereof, a Participant may withdraw all or any part of his Participant Contribution accounts by filing a written application with the Administrator. Such withdrawal shall be effective no sooner than thirty (30) (unless waived by the Participant) but not later than ninety (90) days after the Participant's receipt from the Plan Administrator of a rollover notice required by Code Section 402(f). A Participant who withdraws all or part of his Participant Contribution Account balances shall not forfeit his proportionate share of net income, gains and profits, if any, for the Valuation Periods previously allocated to his Participant Contribution Accounts, nor any portion of his Municipality Contribution Account but the Participant's Contribution Accounts shall not share (to the extent of any withdrawals) in any net income for the Valuation Period in which the withdrawal occurs. For any distribution notice issued in Plan Years beginning after December 31, 2006, any reference to the 90-day maximum notice period prior to distribution in applying the notice requirements of Code §§402(f) (the rollover notice), or 411(a)(11) (Participant's consent to distribution) will become 180 days.

(a) Participant Deductible Contribution Account: If allowed in the Joinder Agreement, a Participant may withdraw all or any part of his Participant Deductible Contribution Account (but not to exceed the amount in his Participant Deductible Contribution Account at the time of withdrawal) by filing a written application with the Plan Administrator. Such withdrawal may be made no more often than once a year. If at the time of the withdrawal the Participant has not attained age 59½ or is not disabled, the Participant will be subject to a federal income tax penalty unless such withdrawal is rolled over to a qualified plan or individual retirement account within sixty (60) days of the date of distribution.

(b) Participant Nondeductible Contribution Account: A Participant may withdraw all or any part of his Participant Nondeductible Contribution Account by filing a written application with the Plan Administrator.

(c) Participant Deferred Compensation Contribution Account: Notwithstanding any other provision of this Plan, no amount in a Participant's Deferred Contribution Account may be distributed to a Participant earlier than such Participant's retirement, death, Disability, or severance from employment. The above distribution requirements shall be strictly interpreted by the Plan Administrator to conform with the requirements of Section 401(k) of the Code and future amendments or Internal Revenue Service interpretations thereof. If a Participant is allowed to withdraw from his Participant Deferred Compensation Contribution Account, the provisions of the first paragraph of this Section 6.8 shall apply to such withdrawals. Notwithstanding the foregoing, for purposes of Code §401(k)(2)(B)(i)(I), effective January 1, 2009, an individual is treated as having been severed from employment during any period the individual is performing service in the uniformed services described in Code §3401(h)(2)(A). If an individual elects to receive a distribution by reason of severance from employment, death or disability, the individual may not make an elective deferral or Employee contribution during the 6-month period beginning on the date of the distribution.

(d) Pick-up Contribution Account: Notwithstanding any other provision of this Plan, no amount in a Participant's Pick-Up Contribution Account may be distributed to a Participant earlier than such Participant's retirement, death, Disability, or separation from service. If a Participant is allowed to withdraw from his Pick-Up Contribution Account, the provisions of the first paragraph of this Section 6.8 shall apply.

6.9 Withdrawals from Participant's Mandatory Contribution Account: A Participant may not withdraw any portion of his Participant Mandatory Contribution Account prior to the termination of his employment. Such account balances will be paid at the same time and in the same manner as such Participant's Municipality Contribution Account.

6.10 Methods of Distribution: On and after each Participant's Initial Distribution Date, after all adjustments to his Accounts required as of such date shall have been made, distribution of his share shall be made to or for the benefit of the Participant or, in case of his death, to or for the benefit of his Beneficiary, by one of the following methods, as determined by the Committee:

- (a)** a lump sum distribution;
- (b)** an installment distribution consisting of approximately equal installments for a term not exceeding ten (10) years;
- (c)** an installment distribution consisting of approximately equal installments for a term not extending beyond the joint life expectancy (as calculated in accordance with Income Tax Regulation section 1.72-9) on the Initial Distribution Date of the Participant and his spouse;
- (d)** periodic distributions as designated by the Participant or Beneficiary; or
- (e)** purchase of an annuity.

Commencement of payments under the method of distribution selected shall be as of the initial Distribution Date of the Participant, provided that for administrative convenience, such commencement may be delayed as reasonably necessary but in no event for more than sixty (60) days after a reasonable time for all administrative calculations, allocations and accounting operations necessary to determine the amount of the distribution. The Committee, in its sole discretion, may accelerate the payment of any unpaid installments. If a former Participant receiving installment payments dies prior to the receipt by him of the full amount to be paid to him from his Participant Accounts, the remaining installments shall be paid to his Beneficiary. Under no circumstance may a method of payment be elected that would be expected to cause more than fifty percent (50%) of the present value of any series of payments to go to a person other than the Participant.

6.11 Designation of Beneficiary: Each Participant shall designate his Beneficiary on a form provided by the Committee and such designation may include primary and contingent Beneficiaries. If Participant designates more than one Beneficiary, each shall share equally unless the Participant specifies a different allocation. The designation may be changed at any time by filing a new form with the Committee. In the absence of such written designation, the surviving spouse, if any, of the Participant shall be deemed to be the designated Beneficiary, and otherwise the estate of such Participant. Further, the written designation of the Participant's spouse may be voided upon divorce of the Participant if required by applicable state law. In all events, the date of determination of a Participant's Beneficiary shall be the date of death of a

Participant. Production of a certified copy of the death certificate of any Participant or other persons shall be sufficient evidence of death, and the Committee shall be fully protected in relying thereon.

6.12 Payments Under a Qualified Domestic Relations Order:

(a) The Municipality shall follow the terms of any "Qualified Domestic Relations Order" as defined in Subsection (b) below issued with respect to a Participant where such Qualified Domestic Relations Order grants to an "Alternate Payee" rights in the benefit of the Participant.

(b) The term "Qualified Domestic Relations Order" means an order issued by the District Court of the State of Oklahoma pursuant to the domestic relations laws of the State of Oklahoma which relates to the provision of marital property rights to a spouse or former spouse of a Participant and which creates or recognizes the existence of an Alternate Payee's right to, or assigns to an Alternate Payee the right to receive a portion of the benefits payable with respect to a Participant of the Plan.

(c) To qualify as an Alternate Payee, a spouse or former spouse must have been married to the Participant for a period of not less than thirty (30) continuous months immediately preceding the commencement of the proceedings from which the Qualified Domestic Relations Order issues.

(d) A Qualified Domestic Relations Order is valid and binding on the Trustees and the Participant only if it meets the requirements of this Section.

(e) A Qualified Domestic Relations Order shall clearly specify:

- 1) the name, social security number, and last-known mailing address (if any) of the Participant, and the name and mailing address of the alternative payee covered by the order;
- 2) the amount or percentage of the Participant's benefits to be paid by the Plan to the Alternate Payee;
- 3) the characterization of the benefit as to marital property rights, and whether the benefit ceases upon the death or remarriage of the Alternate Payee; and,
- 4) each plan to which such order applies.

(f) A Qualified Domestic Relations Order meets the requirements of this Section only if such order:

- 1) does not require the Plan to provide any type or form of benefit, or any option not otherwise provided under the Plan;
- 2) does not require the Plan to provide increased benefits; and,

3) does not require the payment of benefits to an Alternate Payee which are required to be paid to another Alternate Payee pursuant to another order previously determined to be a Qualified Domestic Relations Order, or an order recognized by the Plan as a valid order prior to the effective date of the Plan.

(g) A Qualified Domestic Relations Order shall not require payment of benefits to an Alternate Payee prior to the actual retirement date or withdrawal of the related member.

(h) In the event a Qualified Domestic Relations Order requires the benefits payable to an Alternate Payee to terminate upon the remarriage of said Alternate Payee, the Plan shall terminate said benefit only upon the receipt of a certified copy of a marriage license, or a copy of a certified order issued by the Court that originally issued said Qualified Domestic Relations Order declaring the remarriage of said Alternate Payee.

(i) This Section of the Plan shall not be subject to the provisions of the Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C.A. Section 1001, et seq., as amended from time to time, or rules and regulations promulgated thereunder, and court cases interpreting said Act.

(j) Effective on or after April 6, 2007, a domestic relations order that otherwise satisfies the requirements for a QDRO will not fail to be a QDRO: (i) solely because the order is issued after, or revises, another domestic relations order or QDRO; or (ii) solely because of the time at which the order is issued, including issuance after the annuity starting date.

(k) The Board of Trustees of the Oklahoma Municipal Retirement Fund shall promulgate such rules as are necessary to implement the provisions of this Section.

(l) An Alternate Payee who has acquired beneficiary rights pursuant to a valid Qualified Domestic Relations Order must fully comply with all provisions of the rules promulgated by the Trustees pursuant to this Section in order to continue receiving his or her benefits.

(m) Nothing in this Section shall grant a spouse or former spouse of a Participant any property rights in the benefits of any Participant except as specifically authorized for Qualified Domestic Relations Orders, and no spousal consent shall be required for a Participant to elect or change elections pertaining to a benefit payable under this Plan.

6.13 Loans to Participants:

(a) **General:** The Committee, in its sole discretion, may direct Trustees to make loans to Participants upon the written direction and application of the Participant who desires to effect such loan, up to 50% of the vested balance of a Participant's Accounts. All such loans (i) shall not be made available to Highly Compensated Employees (as defined in Section 414(q) of the Code) in an amount greater than the amount made available to other Employees, (ii) shall be available to all Participants on a nondiscriminatory basis, (iii) shall be made available in an amount equal to the lesser of 50% of the borrowing Participant's vested Benefit in his Account or \$50,000, (iv) shall bear a reasonable rate of interest which will be established by the Committee, (v) shall be secured by the borrowing Participant's Benefit account balance attributable to his Account, (vi) shall be amortized and repaid in level payments of principal and

interest made not less frequently than monthly over the term of the loan, (vii) shall be repaid by payroll reduction while the Participant is employed; (viii) shall accelerate and be due in full on the date a Participant terminates employment with the Employer; (ix) shall not be less than \$1,000 in amount each; and (x) shall be made upon such other reasonable terms which the Committee shall designate, such terms being applied in a nondiscriminatory fashion; provided, in no event shall any loan have a term in excess of five years. There shall not be more than one or two loans outstanding (as elected by the Employer) at any time with respect to a Participant. No Participant who has borrowed from the Plan may make another loan until the previous loan has been fully repaid. Outstanding loans are not subject to refinancing by a new loan. Upon direction by the Committee, and subject to Subsection (c) below, the Trustees may foreclose upon such Participant's interest in his Account in the event of default. A loan to a Participant, when added to the outstanding balance of all other loans to the Participant from the Plan and other plans sponsored by the Employer, cannot exceed \$50,000, reduced by the excess of the highest outstanding balance of loans from the Plan (and all other plans sponsored by the Employer) during the one-year period ending on the day before the date the loan is made over the outstanding balance of the loans from the Plan on the date the loan is made. No distribution of a Benefit shall be made to any Participant, Beneficiary or the estate of a Participant unless and until all unpaid loans made by the Plan to such Participant together with accrued interest have been paid in full. In determining if any of the foregoing limitations regarding the making of loans to Participants, loans made under all other plans (i) sponsored by the Employer and (ii) qualified under Sections 401(a) and 501(a) of the Code will be considered. All costs and expenses of any loan will be charged to the applicable Accounts of the Participant.

(b) Establishment of Loan Account: At such time as it is determined that a Participant is to receive a loan from the Plan, the loan shall be made from the Participant's applicable Account in the order and precedence indicated hereafter and such amount shall be deemed to be credited to the Participant's Loan Account with a corresponding debit to occur to his Account: (i) first, an Account holding Employer contributions, including "rollover contributions" (other than Deferred Compensation Contributions, if applicable); (ii) second, an Account holding Deferred Compensation Contributions, if applicable; and (iii) third, an Account holding contributions picked up and assumed by the Employer pursuant to Section 4.7 of this Plan. All interest payments to be made pursuant to the terms and provisions of the loan shall be credited to the applicable Account in such a manner so that the Loan Account will reflect unpaid principal and interest from time to time. The earnings attributable to the Loan Account shall be allocable only to the Loan Account of such Participant and shall not be considered as general earnings of the Trust Fund to be allocated to the other Participants therein as provided herein. Other than for the limited purposes of establishing a separate account for the allocation of the interest thereto, a Participant's Loan Account shall, for all other purposes, be considered as part of his applicable Account.

(c) Foreclosure of Loan Account: The Trustees may foreclose upon such Participant's interest in his Account in the event of default under the loan made to the Participant under this Section.

(d) Special Restrictions on Foreclosure: In the event of default under a loan made under this Section, foreclosure under the promissory note evidencing such loan and attachment of the Participant's interest in his applicable Accounts shall occur within a reasonable time

following the event of default; provided, with respect to any portion of a loan secured by amounts governed under Section 401(k) of the Code, if applicable, foreclosure on such 401(k) amounts shall not occur until the occurrence of an event described under Section 401(k) of the Code which would otherwise permit a distribution to be made from the Plan.

(e) Establishment of Loan Program: The Trustees are hereby authorized and directed to establish a “loan program” (the “Loan Program”) and the Trustees are further authorized to delegate to the Committee the duties and responsibilities with regard to the implementation of the Loan Program as adopted by the Trustees for and on behalf of the Plan. The Loan Program shall be considered to be a part of this Plan for the purposes stated in the Loan Program.

(f) Loan Account: The words “Loan Account” shall mean a Participant’s separate Account established in the event he desires to make a loan from his applicable Account as provided in this Section 6.13.

6.14 Required Minimum Distributions: The provisions of this Section 6.14 will apply for purposes of determining Required Minimum Distributions for distribution calendar years beginning with the 2003 calendar year, as well as Required Minimum Distributions for the 2002 Distribution Calendar Years that are made on or after August 1, 2002. The requirements of this Section will take precedence over any inconsistent provisions of the Plan. All distributions required under this Section will be determined and made in accordance with the Treasury regulations under Section 401(a)(9) and the minimum distribution incidental benefit requirement of Section 401(a)(9)(G) of the Internal Revenue Code. Notwithstanding the other provisions of this Section, distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to Section 242(b)(2) of TEFRA.

(a) Limits on Distribution Periods: As of the first distribution calendar year, distributions, if not made in a single-sum, may only be made over one of the following periods (or a combination thereof): (1) the life of the participant; (2) the life of the participant and a designated beneficiary; (3) a period certain not extending beyond the life expectancy of the participant; or (4) a period certain not extending beyond the joint and last survivor expectancy of the participant and a designated beneficiary.

(b) Time and Manner of Distribution:

(i) Required Beginning Date. The Participant’s entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant’s Required Beginning Date. For purposes of this Section, the “Required Beginning Date” of a Participant is the April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70½ or the calendar year in which the Participant retires.

(ii) Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant’s entire interest will be distributed, or begin to be distributed, no later than as follows:

- (1) If the Participant’s surviving spouse is the Participant’s sole

designated Beneficiary, then, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.

(2) If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, then, distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(3) If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(4) If the Participant's surviving spouse is the Participant's sole designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this Subsection (ii), other than Subsection (ii)(1), will apply as if the surviving spouse were the Participant.

For purposes of this Subsection (ii) and Subsection (d), unless Subsection (ii)(1) applies, distributions are considered to begin on the Participant's Required Beginning Date. If Subsection (ii)(1) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Subsection (ii)(4). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Subsection (ii)(4)), the date distributions are considered to begin is the date distributions actually commence.

(iii) Forms of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions will be made in accordance with Subsections (c) and (d) of this Section. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Treasury regulations.

(c) Required Minimum Distributions During Participant's Lifetime:

(i) Amount of Required Minimum Distribution For Each Distribution Calendar Year. During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

(1) the quotient obtained by dividing the Participant's Account balance by the distribution period in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9, Q&A-2, of the Treasury regulations, using the Participant's age as of the Participant's birthday in the distribution calendar year; or

(2) if the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's Account balance by the number in the Joint and Last Survivor Table set forth in Section

1.401(a)(9)-9, Q&A-3, of the Treasury regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

(ii) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum distributions will be determined under this Subsection (c) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

(d) Required Minimum Distributions After Participant's Death:

(i) Death On or After Date Distributions Begin.

(1) Participant Survived by Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated Beneficiary, determined as follows:

a. The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

b. If the Participant's surviving spouse is the Participant's sole designated Beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

c. If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, the designated Beneficiary's remaining life expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(2) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(ii) Death Before Date Distributions Begin.

(1) Participant Survived by Designated Beneficiary. If the Participant dies before the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the

Participant's death is the quotient obtained by dividing the Participant's Account balance by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in Subsection (i).

(2) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(3) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under Subsection (b)(ii)(1), this Section 6.14(ii) will apply as if the surviving spouse were the Participant.

(e) Definitions:

(i) Designated Beneficiary. The individual who is designated as the Beneficiary under Section 6.11 of the Plan and is the designated Beneficiary under Section 401(a)(9) of the Internal Revenue Code and Section 1.401(a)(9)-4 of the Treasury regulations.

(ii) Distribution Calendar Year. A Calendar Year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the Calendar Year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin under Subsection (b)(ii). The Required Minimum Distribution for the Participant's first Distribution Calendar Year will be made on or before the Participant's Required Beginning Date. The Required Minimum Distribution for other Distribution Calendar Years, including the Required Minimum Distribution for the Distribution Calendar Year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that distribution calendar year.

(iii) Life Expectancy. Life Expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9, Q&A-1 of the Treasury regulations.

(iv) Participant's Account Balance. The Account Balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the Account Balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The Account Balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

6.15 Withdrawals from Participant Rollover Account: A Participant may request and receive a distribution from his Participant Rollover Account at any time, even if he or she has not terminated employment, unless the rollover was from a defined benefit retirement plan sponsored by the Employer.

ARTICLE VII.

Notices

7.1 Notice to Oklahoma Municipal Retirement Fund: As soon as practicable after a Participant ceases to be in the employ of the Employer, the Committee shall give written notice to the Oklahoma Municipal Retirement Fund. The notice shall include such of the following information and directions as are necessary or advisable under circumstances:

- (a) name and address of the Participant;
- (b) reason he ceased to be in the Employer's employ;
- (c) name and address of the Beneficiary or Beneficiaries in case of Participant's death;
- (d) percentage or amount to which such Participant is entitled in case of termination of employment;
- (e) time, manner and amount of payments to be made to such Participant; and
- (f) information required to complete the Trustee's Withholding Election Form.

As soon as practicable after the Committee learns of the death of a Participant, it shall give like notice to the Oklahoma Municipal Retirement Fund.

7.2 Subsequent Notices: At any time and from time to time after giving the notice as provided for in Section 7.1, the Committee may modify such original notice or any subsequent notice by means of a further written notice or notices to the Oklahoma Municipal Retirement Fund, but any action taken or payments made by the Oklahoma Municipal Retirement Fund pursuant to a prior notice shall not be affected by a subsequent notice.

7.3 Copy of Notice: A copy of each notice provided for in Sections 7.1 and 7.2 shall be mailed by the Committee to the Participant or to each Beneficiary involved, as the case may be, but if, for any reason, such copy is not sent or received, that fact shall not affect the validity of any notice to the Oklahoma Municipal Retirement Fund nor the validity of any action taken or payment made pursuant thereto.

7.4 Reliance Upon Notice: Upon receipt of any notice as provided in this Article VII, the Oklahoma Municipal Retirement Fund shall promptly take whatever action and make whatever payments are called for therein, it being intended that the Oklahoma Municipal Retirement Fund may rely upon the information and directions in such notice absolutely and without question. However, the Oklahoma Municipal Retirement Fund may call to the attention of the Committee any error or oversight which the Oklahoma Municipal Retirement Fund believes to exist in any notice.

ARTICLE VIII.
Amendment and Termination

8.1 Termination of Plan: The Employer may at any time, effective as specified, terminate the Plan and may direct and require the Oklahoma Municipal Retirement Fund to liquidate the Fund. In the event the Employer shall for any reason cease to exist, the Plan shall terminate and the Fund shall be liquidated. In the event of the termination, partial termination, or complete discontinuance of contributions hereunder, the Account balances of each Participant will become nonforfeitable.

8.2 Suspension and Discontinuance of Contributions: If the governing body of the Employer decides it is impossible or inadvisable to continue to make contributions to the Plan, it shall have the power by appropriate resolution or decision to:

- (a) suspend contributions to the Plan;
- (b) discontinue contributions to the Plan; or
- (c) terminate the Plan.

Suspension shall be a temporary cessation of contributions and shall not constitute or require a termination of the Plan. A discontinuance of contributions shall not constitute a formal termination of the Plan and shall not preclude later contributions but all Municipality Contribution Accounts not theretofore fully vested shall become fully vested in the respective Participants notwithstanding the provisions of Section 6.4. In such event, Employees who become eligible to enter the Plan subsequent to the discontinuance shall receive no benefits. After the date of a discontinuance of contributions, the Trust shall remain in existence as provided in this Section 8.2 and the provisions of the Plan and Trust shall remain in force. A certified copy of such decision or resolution shall be delivered to the Oklahoma Municipal Retirement Fund, and as soon as possible thereafter the Oklahoma Municipal Retirement Fund shall send or deliver to each Participant or Beneficiary concerned a copy thereof.

8.3 Liquidation of Trust Fund: Upon a complete termination or upon a partial termination of the Plan, unless the Employer's successor shall elect to continue the Plan, the Accounts of all Participants and Beneficiaries shall thereupon be and become fully vested. Upon a complete termination, the Oklahoma Municipal Retirement Fund shall convert the proportionate interest of such Participants and Beneficiaries in the Trust Fund to cash and, after deducting all charges and expenses, the Oklahoma Municipal Retirement Fund shall adjust the balances of such Accounts as provided in Section 5.5 treating the termination date as the current Valuation Date.

Thereafter, the Oklahoma Municipal Retirement Fund shall distribute as soon as administratively feasible the amount to the credit of each such Participant and Beneficiary as the Committee shall direct.

8.4 Amendments: Each Employer agrees to adopt any amendments to this Plan which are necessary for an initial or continued determination that the Plan is a qualified, tax exempt plan under Sections 401(a) and 501(a) of the Code. Any such amendments will be an amendment of the Employer's separate Plan if approved by the Trustee. The Employer may amend its separate

Plan in any respect and at any time, subject to the limitations of the Plan, by amendment of or addition to the Joinder Agreement. However, the Oklahoma Municipal Retirement Fund reserves the right to approve all Employer amendments.

8.5 Provider's Power to Amend for Adopting Employers: The Provider, as defined in section 4.08 of Rev. Proc. 2017-41, may amend any part of the Plan. However, for purposes of reliance on an Opinion Letter (as defined in Rev. Proc. 2017-41), the Provider will no longer have the authority to amend the Plan on behalf of the Employer as of the date (1) the Employer amends the Plan to incorporate a type of plan described in section 6.03 of Rev. Proc. 2017-41 that is not permitted under the Pre-Approved Plan program, or (2) the Internal Revenue Service notifies the Employer, in accordance with section 8.06(3) of Rev. Proc. 2017-41, that the Plan is an individually designed plan due to the nature and extent of Employer amendments to the Plan.

ARTICLE IX.
Employment Transfers

9.1 Transfers from This Plan:

(a) To Another Category with This Employer: If a Participant is employed by the Employer and is transferred to employment with this Employer but under another department, classification or category, so that he is no longer eligible to participate in this Plan, such participation shall thereupon cease and his Account balance shall remain in the Fund and will continue to accrue interest but he will not continue to accrue Service for the purpose of additional vesting credit for benefits under this Plan. However, if an Employee participates in any other plan sponsored by the Employer within the Fund, he or she will continue to accrue service under this Plan for vesting purposes only.

(b) To Another Municipality: If a Participant's employment by the Employer is terminated by virtue of his transfer to employment with another Municipality, his membership in this Plan shall thereupon cease and he shall be subject to the following rules and requirements relating to this Plan and his right and benefits hereunder, to-wit:

(i) if he is fully vested under this Plan as of the date of such employment transfer, he shall be entitled to take any distribution, full or partial, without any effect on his current vesting status; or

(ii) if he is not fully vested under this Plan as of the date of such employment transfer, and he is, immediately upon such transfer of employment, covered by the retirement system under which such other Municipality participates in the Oklahoma Municipal Retirement Fund, he will continue to accrue Service for the purpose of additional vesting credit for benefits under this Plan. However, upon any distribution (that would not be optional to an active Employee), full or partial, vesting will stop and any unvested balance, if any, will be forfeited.

9.2 Transfers to This Plan:

(a) From Another Category with This Employer: If a person becomes a Participant immediately upon his transfer from full-time, regular employment with this Employer under another department, classification or category where he is ineligible for membership only because of the type of such employment, his Service accrued by virtue of such prior employment shall not be counted in determining his vesting credit for benefits hereunder.

(b) From Another Municipality: If a person becomes a Participant immediately upon his transfer from full-time, regular employment with a Municipality other than this Employer, his Service accrued by virtue of such prior employment shall be counted in determining his vesting credit for benefits hereunder, and he shall also be subject to all the other provisions of this Plan. A Participant's eligibility for membership under this Plan will be determined by applying the eligibility requirements in the Joinder Agreement as though the date which his credited Service from the other Municipality began was his date of employment with this Employer. Service from such prior employment will however be ignored in its entirety upon any distribution from that Municipality, full or partial, if taken prior to its full vesting.

(c) Previously Fully Vested With Another Municipality: With respect to a Participant who was previously 100% vested in any other Municipality's qualified retirement plan prior to becoming a Participant in this Plan, such Participant's "Service" for purposes of determining years of service for vesting under this Plan shall include the Participant's last continuous period during which the Participant was an Employee of the other Municipality.

9.3 Notice of Transfers: Immediately after any transfer of employment referred to in Sections 9.1 or 9.2, the transferred Participant shall give written notice of such transfer to the Authorized Agent on a form furnished by the Authorized Agent. Such Participant shall not be penalized, however, for failure to give such notice. The Authorized Agent shall give immediate notice in writing of such transfers to the Trust Service Provider and the Committee.

9.4 Transfer from Other Qualified Plans: The Employer may cause to be transferred to the Oklahoma Municipal Retirement Fund all or any of the assets held in respect to any plan or trust which satisfied the applicable requirements of the Code relating to qualified plans and trusts, which is maintained by the Employer for the benefit of its Employees. Any such assets so transferred shall be accompanied by written instructions from the Employer, or the trustee or custodian or the individual holding such assets, setting forth the Participants for whose benefit such assets have been transferred and showing separately the respective contributions by the Employer and by the Participants and the current value of the assets attributable thereto. Upon receipt of such assets and instructions the Oklahoma Municipal Retirement Fund shall thereafter proceed in accordance with the provisions of the Fund.

9.5 Rollover Contributions: A Participant who is or was entitled to receive an eligible rollover distribution, as defined in Code Section 402(c)(4) and Treasury Regulations issued thereunder, from a qualified plan described in Section 401(a) or 403(a) of the Code (including after-tax employee contributions), an annuity contract described in Section 403(b) of the Code (including after-tax employee contributions, or an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state, or an individual retirement account may elect to contribute all or any portion of such distribution to the Trust directly from such qualified plan, annuity contract or eligible plan, or within 60 days of receipt of such distribution to the Participant. Rollover Contributions shall only be made in the form of cash, or, if and to the extent permitted by the Employer with the consent of the Trustee, promissory notes evidencing a plan loan to the Participant; provided, however, that Rollover Contributions shall only be permitted in the form of promissory notes if the Plan otherwise provides for loans.

The Committee shall develop such procedures and require such information from Participants as it deems necessary to ensure that amounts contributed under this Section 9.5 meet the requirements for tax-deferred rollovers established by this Section 9.5 and by Code Section 402(c). No Rollover Contributions may be made to the Plan until approved by the Committee.

If a Rollover Contribution made under this Section 9.5 is later determined by the Administrator not to have met the requirements of this Section 9.5 or of the Code or Treasury regulations, then, within a reasonable time after such determination is made, the amounts then held in the Trust attributable to such Rollover Contribution shall be distributed to the Employee.

A Participant's Rollover Contributions Account shall be subject to the terms of the Plan except as otherwise provided in this Section 9.5.

Notwithstanding any other provision of this Section 9.5, the Employer may direct the Trustee not to accept Rollover contributions.

9.6 Transfer to Other Qualified Plans: The Employer, by written direction to the Oklahoma Municipal Retirement Fund, may transfer some or all of the assets held under the Fund to another plan or trust meeting the requirements of the Code relating to qualified plans and trusts. In the case of any merger or consolidation with, or transfer of assets and liabilities to, any other plan, provisions shall be made so that each Participant in the Plan on the date thereof (if the Plan then terminated) would receive a benefit immediately after the merger, consolidation or transfer which is equal to or greater than the benefit he would have been entitled to receive immediately prior to the merger, consolidation or transfer (if the Plan had then terminated).

9.7 Rollover to Another Plan or IRA:

(a) **General:** Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section, a Distributee may elect, at the time and in the manner prescribed by the Committee, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover. The Committee shall establish procedures for implementing such Direct Rollover distribution.

(b) **Definitions:** For purposes of this Section 9.7, the following definitions shall apply:

(i) **"Eligible Rollover Distribution":** An "Eligible Rollover Distribution" is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated Beneficiary, or for a specified period of 10 years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to Employer Stock); and any distributions attributable to a hardship. With respect to distributions made after December 31, 2001, for purposes of the direct rollover provisions in Section 9.7 of the Plan, a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to (i) an individual retirement account or annuity described in Section 408(a) or (b) of the Code or, effective for distributions on or after January 1, 2008, a Roth individual retirement account or annuity described in Section 408A of the Code, or (ii) a qualified defined contribution plan described in Section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(ii) **“Eligible Retirement Plan”:** An “Eligible Retirement Plan” is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, or a qualified plan described in Section 401(a) of the Code, an annuity contract described in Section 403(b) of the Code and an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan; or, effective January 1, 2008, a Roth IRA described in Code Section 408A(b), that accepts the Distributee’s Eligible Rollover Distribution. However, in the case of an Eligible Rollover Distribution to the surviving spouse or a Participant’s surviving Beneficiary, an Eligible Retirement Plan is an individual retirement account or individual retirement annuity. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relation order, as defined in Section 414(p) of the Code. If any portion of an Eligible Rollover Distribution is attributable to payments or distributions from a designated Roth account, an Eligible Retirement Plan with respect to such portion shall include only another designated Roth account of the individual from whose account the payments or distributions were made, or a Roth IRA of such individual. In the case of a nonspouse beneficiary, the direct rollover may be made only to an individual retirement account or annuity described in Code Section 408(a) or 408(b) (“IRA”) that is established on behalf of the designated Beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Code Section 402(c)(ii). Further, the determination of any required minimum distribution under Code Section 401(a)(9) that is ineligible for rollover shall be made in accordance with IRS Notice 2007-7, Q&A 17 and 18, 2007-5 I.R.B. 395.

(iii) **“Distributee”:** A “Distributee” includes a Participant or former Participant. In addition, the Participant’s spouse or former Participant’s surviving spouse or surviving Beneficiary (effective January 1, 2007) and the Participant’s or former Participant’s spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse.

(iv) **“Direct Rollover”:** A “Direct Rollover” is a payment by the Plan directly to the Eligible Retirement Plan specified by the Distributee.

9.8 Requirements for Rollover by Individuals: An Employee (whether or not a Participant under this Plan), who, as a result of a termination of another plan qualified under Section 401(a) of the Code, a termination of employment, disability or attainment of age 59½ years, has had distributed to him his entire interest in a plan which meets the requirements of Section 401(a) of the Code (hereinafter referred to as the “Other Plan”) may, in accordance with procedures approved by the Committee, transfer all or any part of the distribution received from the Other Plan to the Trustees under this Plan, provided the following conditions are met:

(a) the transfer occurs on or before the 60th day following his receipt of the distribution from the Other Plan, or, if such distribution had previously been deposited in an individual retirement account (as defined in Section 408 of the Code), the transfer occurs on or

before the 60th day following his receipt of such distribution, plus earnings thereon from such individual retirement account;

(b) the distribution from the Other Plan qualifies as a lump sum distribution within the meaning of Subsection 402(e)(4)(A) of the Code or is a result of a termination of another plan qualified under Section 401(a) of the Code; and

(c) the amount transferred shall not exceed the distribution he received from the Other Plan, less the amount, if any, considered contributed by him in accordance with Subsection 402(e)(4)(D)(i) of the Code, plus earnings thereon during the period, if any, in which the amount was held in an individual retirement account.

9.9 Transfers From Another Qualified Plan:

(a) With respect to an Employee (whether or not a Participant under this Plan), who has an undistributed account balance in another plan which meets the requirements of Section 401(a) of the Code (hereinafter referred to as the "Other Plan"), the Committee may, in its sole discretion, approve a direct transfer of such account balance from the Other Plan to the Trustees under this Plan.

(b) If the Plan receives a direct transfer (by merger or otherwise) of elective contributions (or amounts treated as elective contributions) under a plan with a Section 401(k) arrangement, the distribution restrictions of Sections 401(k)(2) and (10) of the Code continue to apply to those transferred elective contributions.

9.10 Procedures: With respect to transfers under either Section 9.8 or 9.9 herein, the Committee shall develop such procedures, and may require such information from an Employee or the fiduciaries of the Other Plan desiring to make such a transfer, as it deems necessary or desirable to determine that the proposed transfer will meet requirements of this Article and the law. Upon approval by the Committee, the amount transferred shall be deposited in the Trust Fund and shall be credited to a Rollover Account established in the Employee's name. Such Account shall be 100% vested in and nonforfeitable by the Employee, shall share in increases and decreases thereon determined in accordance with the Plan, but shall not share in Employer Contributions or Forfeitures. Upon termination of employment, the total amount of Employee's Participant Rollover Account shall be distributed as part of his Benefit.

ARTICLE X.
Administration

10.1 **Administration:** The Plan shall be administered by the Committee which is hereby created and established and which shall be composed of the members of the City Council of the Employer. The duties of the Committee shall be performed without compensation other than the compensation, if any, which they receive as officers of the Employer unless additional compensation is specifically provided for by action of the City Council. Any usual and reasonable expenses incurred by the Committee in the administration of this Fund and Plan shall be paid by the Employer.

(a) **Committee:** The Committee shall have such powers as may be necessary to discharge its duties hereunder and under the document creating the Oklahoma Municipal Retirement Fund, and under the contract for the pooling of the Fund with similar funds of other Municipalities. Such powers shall include but not be limited to the following powers and duties:

(1) to delegate to, specify, direct, and supervise the performance of duties of the Authorized Agent, as the agent of the Employer and Committee in matters relating to the Plan, the Fund, and the Oklahoma Municipal Retirement Fund, including but not limited to, the duties set forth below in Subsection 10.1(b) and including any duties of the Employer under the Plan, or as set forth in this Subsection 10.1(a);

(2) acting by direction to the Authorized Agent to file a petition for nomination, or otherwise nominate, and cause the ballot for the election of Trustees of the Oklahoma Municipal Retirement Fund;

(3) to construe and interpret the Plan and resolve any ambiguities with respect to any of the terms and provisions thereof as written and as applied to the operation of the Plan;

(4) to decide all questions of eligibility and determine the amount, manner and time of payment of any benefits hereunder;

(5) to prescribe procedures to be followed by Participants in filing applications for benefits;

(6) to make a determination as to the right of any person to a benefit and to afford any person dissatisfied with such determination the right to a hearing thereon;

(7) to receive from the Employer, the Trustees, the Trust Service Provider and the Authorized Agent, such information as shall be necessary for the proper administration of the Plan;

(8) to prepare and distribute, in such manner as it determines to be appropriate, information explaining the Plan;

(9) to furnish the Employer, upon request, such annual reports with respect to the administration of the Plan as are reasonable and appropriate;

(10) to receive and review reports from the auditor appointed by the Trustees, the City Treasurer and City Auditors, of the financial condition of the Fund;

(11) to have full power, to manage and control, the Plan and Fund and to authorize in writing, all payments from the Fund by written direction of the Authorized Agent, or otherwise;

(12) to sue in any court of competent jurisdiction for the enforcement of any contract, claim or other right, and to defend against or to compromise, settle or otherwise dispose of any claim or suit against the Employer, the Plan, or the City Treasurer, as Treasurer of the Plan; and

(13) to appoint such person or persons as necessary to perform the following:

a. to receive and separately account for, payments, appropriations, apportionments, allocations, payroll deductions, and any other assets, which are for, or consist of contributions or assets under the Plan for the Fund, which are made by the Employer, the Participants, or from any other source;

b. to transfer, remit, pay over and deliver, upon the written direction of the Authorized Agent, as soon as practicable after his receipt thereof, all such contributions and assets, to the Oklahoma Municipal Retirement Fund for management and investment;

c. to keep as evidence and permanent records, all such written directions of the Authorized Agent for such transfers and disbursements, maintain accurate accounts and records of such receipts, transfers and disbursements, and keep such other records and furnish such information and advice to the Employer, the City Council, the Committee and the Authorized Agent as may be necessary and proper for the performance of such duties in coordinating the administration and operation of the Plan;

d. maintain such records including vital statistics on health, age, sex, birth, death, Compensation and length of Service of all the Participants of the Employer or their beneficiaries who are included in the Plan or who are, or may become eligible for such inclusion, as are necessary for the proper administration of the Plan, and furnish such information as is requested by the Authorized Agent, or is requested by the Administrator;

e. notify the Authorized Agent when any Participant is eligible for Retirement under the Plan; and

f. attend meetings of the Committee while matters pertaining to the Plan, the Employees or their beneficiaries are under consideration.

The Committee shall have no power to waive or fail to apply any requirements of eligibility for a Benefit under the Plan. The Committee may adopt such rules, regulations and actuarial tables as it deems necessary or desirable to administer the Plan. All such rules,

regulations and decisions shall be uniformly and consistently applied to all Employees in similar circumstances.

Any such rule or decision which is not inconsistent with the provisions of the Plan shall be conclusive and binding upon all persons affected by it and there shall be no appeal from any ruling by the Committee which is within its authority.

When making a determination or calculation, the Committee shall be entitled to rely upon information furnished by the Trustees, the Trust Service Provider, the Employer, the Authorized Agent, the legal counsel of the Employer, or the actuary for the Plan.

(b) Authorized Agent: An Authorized Agent shall be designated in writing by the Committee and shall act as the agent of the Employer (but not the agent of the Trustees or the Trust Service Provider of the Oklahoma Municipal Retirement Fund) in matters pertaining to the Plan, the Fund and the Oklahoma Municipal Retirement Fund, to centralize in one person the local administration and coordination thereof, and to file payroll and contribution information, to file claims, forms and applications for Participants, and to advise Participants, the Employer and the Committee. The Authorized Agent, under the control and direction of the Committee, shall have such general duties as the Employer and the Committee may deem necessary and proper for such purposes, which duties shall include but not be limited to, the following:

(1) to coordinate the deduction of Participant contributions and to see that Employer and Participant contributions are properly received and forwarded promptly to the Oklahoma Municipal Retirement Fund for management and investment;

(2) to forward any communications directed to Participants and beneficiaries by the Trustees, the Trust Service Provider or the Oklahoma Municipal Retirement Fund;

(3) to lend assistance to Participants and beneficiaries in filing applications for benefits, and in communicating with the Employer, the Committee and the Trustees or the Trust Service Provider of the Oklahoma Municipal Retirement Fund and to forward such communications to the addressees;

(4) to assist the Committee in determining whether or not Employees are eligible for participation in the Plan;

(5) to certify at the direction of the Committee that a Participant is on an authorized leave of absence, paid or unpaid; and

(6) to file at the direction of the Committee a petition or nomination, and cast a ballot for election of Trustees of the Oklahoma Municipal Retirement Fund.

(c) Plan Counselor: The Committee of the Employer shall appoint the legal advisor of the Employer and the Committee, and such legal advisor shall represent them in any legal matters, proceedings, or litigation.

10.2 Bonds: No bond to secure the performance of administrative duties in the operation of the Plan and Fund, shall be required of any persons or organizations unless required by law, or unless required by the Trust Indenture establishing The Oklahoma Municipal Retirement Fund, or unless required by the Employer for any persons or organizations engaged in the

administration of the Plan. If such a bond is required by law, the Trustees or the Employer, the premiums therefor shall be paid as expenses of the Oklahoma Municipal Retirement Fund as to its members, agents, employees, Municipal Retirement Fund, or as expenses of the Employer as to the administration of the Plan. Any agents, officials or Employees of the Employer engaged in the administration of the Plan shall be covered as to the performance of such administrative duties, by any official or other bond covering their regular duties otherwise.

10.3 Benefit Payments: All benefits are to be paid pursuant to the provisions of the Plan out of the applicable portion of the Oklahoma Municipal Retirement Fund.

10.4 Abandonment of Benefits:

(a) If, anytime following the date either of a Participant or Beneficiary of a deceased Participant becomes entitled to receive any non-deferred benefits under the Plan, then, if the whereabouts of such Participant or Beneficiary is unknown, the benefits may be forfeited in certain limited circumstances as provided hereafter. If the Committee has mailed to the Participant or Beneficiary notice of the present right to receive benefits, and the Committee mails such notice again after one year, then, if no claim has been received by the second anniversary of the first mailing of the notice, the Accounts representing unclaimed Benefits (including those holding Employee contributions) can be forfeited pursuant to Section 5.4 herein.

(b) Each Participant and Beneficiary shall file with the Committee, from time to time in writing, their post office address and each change of post office address, if any, and the Committee shall not be obliged to search for or ascertain the whereabouts of any Participant or Beneficiary. Any communication addressed to a Participant or Beneficiary at their last post office address filed with the Committee, or if no such address was filed, then at their last post office address as shown on the Employer's records, shall be binding on the Participant and the Beneficiary for all purposes of the Plan and Trust.

(c) In the event that the whereabouts of a lost Participant, or lost Beneficiary of a deceased Participant, ever becomes known to the Committee, and either of such parties makes a claim for benefits, the Committee shall, if the Plan is in existence, reinstate any Benefits which have been previously forfeited to satisfy such claim; provided, the amount reinstated shall, in any event, be equal to the amount of the forfeited benefit unadjusted by any increases or decreases under Section 5.6 herein occurring after such forfeitures were allocated. Reinstated Forfeitures shall be satisfied from the following sources in the priority indicated: (i) unallocated Forfeitures, (ii) unallocated Fund increases, or (iii) Employer contributions which the Employer shall make if necessary to satisfy such reinstatement. For purposes of this Subsection (c), the limitations under Section 415 of the Code shall not apply.

10.5 Benefits Payable to Incompetents: Any payments due hereunder to a minor or other person under legal disability may be made, at the discretion of the Committee, to a valid power of attorney, a court appointed guardian, or any other person authorized under state law to receive the benefit. The Committee shall not be required to see to the application of any such payment, and the payee's receipt shall be a full and final discharge of all responsibility hereunder of the Employer, the Committee and the Trustees.

ARTICLE XI.

General

11.1 **USERRA:** Notwithstanding any provision of this Plan to the contrary, effective December 12, 1994, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Code. A Participant returning from military service shall not be entitled to catch-up on Pick-Up Contributions missed during such military service.

11.2 **Not Contract Between Employer and Participant:** Neither the creation of this Plan, nor any amendment to it, nor the creation of any fund, nor the payment of benefits hereunder shall be construed as giving any legal or equitable right to any Participant against the Employer or against the Oklahoma Municipal Retirement Fund, except as provided herein, and all liabilities under this Plan shall be satisfied, if at all, only out of the Fund held by the Oklahoma Municipal Retirement Fund. Participation in the Plan shall not give any Participant any right to be retained in the employ of the Employer, and the Employer hereby expressly retains the right to hire and discharge any Participant at any time with or without cause, as if this Plan had not been adopted, and any such discharged Participant shall have only such rights or interests in the Fund as may be specified herein.

11.3 **Payment of Fees:** The Employer shall pay a fee in an amount determined and revised from time to time by the Oklahoma Municipal Retirement Fund.

11.4 **Governing Law:** The validity, construction and administration of this Plan shall be determined under the laws of the State of Oklahoma.

11.5 **Counterpart Execution:** This Plan may be executed in two or more counterparts, as may be all amendments thereto be executed, and any one of the executed copies shall be deemed an original.

11.6 **Severability:** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Plan.

11.7 **Spendthrift Provisions:** Benefits payable under this Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution or levy of any kind, either voluntary or involuntary, including any such liability which is for alimony or other payments for the support of a spouse or former spouse, or for any other support of a spouse or former spouse, or for any other relative of the Employee, prior to actually being received by the person entitled to the benefit under the terms of the Plan; and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to benefits payable hereunder, shall be void. The Fund shall not in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements or torts of any person entitled to benefits hereunder. The preceding provisions shall not apply to the creation, assignment or recognition of a right to any benefit payable with respect to a Participant pursuant to a domestic relations order, and does not preclude the Oklahoma Municipal

Retirement Fund from complying with a court order requiring deduction from the benefits of a Participant in pay status for alimony and support payments.

11.8 Maximum Duration: Nothing herein shall be construed to suspend the power of alienation or prevent the vesting of the interest of any person in the Plan for a longer period than the duration of the lives of the designated Beneficiaries of a particular interest therein in being at the time such designation becomes irrevocable, plus twenty-one (21) years; if any provisions shall be held to violate a rule or law against restraints on alienation or remote vesting, the Plan shall not be vitiated thereby, but the Plan, or the portion of the Plan thus affected, shall immediately be distributed to those entitled as their interest shall then appear.

11.9 Number and Gender: Pronouns and other similar words used herein in the masculine gender shall be read as the feminine gender where appropriate; pronouns and other similar words used herein in the neuter gender shall be read as the masculine or feminine gender where appropriate; and the singular form of words shall be read as the plural where appropriate.

11.10 Compensation and Expenses of Administration: If a Trustee, a member of Oklahoma Municipal Retirement Fund, or a member of the Committee is an Employee of the Employer, he shall serve without any additional compensation. The Employer may pay all or part of the expenses of administration of the Plan, including the compensation and expenses of the Trustee, and any other expenses incurred at the direction of the Oklahoma Municipal Retirement Fund, including, without limitation, fees of actuaries, accountants, attorneys, investment managers, investment advisors and other specialists, and any other costs of administering the Plan. To the extent that any of such expenses are not paid by the Employer, such expenses shall be paid by the Oklahoma Municipal Retirement Fund out of the Fund. In addition, the Plan or Trustees shall be authorized to charge to a Participant's Account any direct expenses it incurs in connection with such Account, which shall include by example, and not by limitation, expenses resulting from a Participant's QDRO, bankruptcy or default on a Plan loan, and expenses incurred in attempting to locate a Participant. Trustees shall have the power under this Section in their sole discretion to determine the items and amounts thereof which should equitably and reasonably be charged to a particular Account. If such charges exceed the balance in a Participant's Accounts, the excess shall be charged to the general Trust Fund.

11.11 Supercession of Inconsistent Provisions: The provisions of the Plan override any conflicting provision contained in the Trust or custodial account documents used with the Plan.

11.12 Mistake of Fact: All contributions to the Plan are made subject to the correctness of the amount. In the event a contribution is made to the Plan and Trust by the Employer under a mistake of fact concerning the correctness of such contribution, then the Oklahoma Municipal Retirement Fund shall return such portion of such contribution which is in excess of the amount that would have been contributed had there not occurred a mistake of fact within one year after the payment of the contribution to the Oklahoma Municipal Retirement Fund.

In the case of amounts returned pursuant to this Section 11.12, no earnings attributable to such amounts may be returned to the Employer, but losses attributable thereto shall reduce the amount returned, and no such return shall reduce the balance of any Participant's Municipality

Contribution Accounts to less than the balance which would have been credited thereto had such amount not been contributed.

11.13 Written Notices: Any reference herein to written notices or documents or notices or elections in writing shall be deemed to include any method of communication acceptable to the Oklahoma Municipal Retirement Fund, and subject to applicable requirements of Treas. Reg. Section 1.401(a)-21.

IN WITNESS WHEREOF, and as conclusive evidence of the adoption of the foregoing instrument comprising the Plan, the Oklahoma Municipal Retirement Fund, has caused its corporate seal to be affixed hereto and these presents to be duly executed in its name and behalf by its proper officers thereunto authorized this 17th day of December, 2021.



OKLAHOMA MUNICIPAL RETIREMENT
FUND

By Donna Doden

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

BEFORE ME, the undersigned a Notary Public in and for said County and State, on this 17 day of December, 2021, personally appeared Donna Doden, to me known to be the identical person who subscribed the name of the Oklahoma Municipal Retirement Fund, a municipal corporation, to the foregoing instrument as its Chairperson and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, the day and year last above written.

My Commission Expires:
09/27/2025

[Signature]
Notary Public
My Commission No.: 21012746

(NOTARY SEAL)



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A resolution to amend the contracts of the City Judge and Golf Professional adjusting their compensation to accommodate the approved cost of living adjustments and merit increases for Fiscal Year 24-25.

Attachments:

Certain Contract and Appointed Employee Pay Increase Resolution

II. STAFF COMMENTS AND ANALYSIS

The Bartlesville City Council has approved a 6% cost of living adjustment and 2.5% merit increase for all general employees of the City of Bartlesville for fiscal year 2024-2025. It has been a common practice to provide the same increases to the City Attorney, City Judge, City Manager and Golf Professional. This year the City Manager's contract was renewed and updated so it will not need to be addressed via resolution with the rest of the contract employees. The City Attorney's wages will be addressed in a separate resolution and; therefore, not included in this resolution.

This resolution would amend the compensation section of the previously listed employees' contracts to provide the same increase for them as all employees.

III. BUDGET IMPACT

The total budget impact of these salary increases is \$15,103.79. This amount was considered in the budget that was approved by City Council on May 6, 2024.

IV. RECOMMENDED ACTION

Staff recommends approval of resolution to provide cost of living and merit increases to certain contracted and appointed employees.

RESOLUTION NO. _____

**A RESOLUTION MAKING A COST OF LIVING INCREASE AND MERIT INCREASE
FOR CERTAIN CONTRACT AND APPOINTED EMPLOYEES OF THE CITY OF BARTLESVILLE,
OKLAHOMA**

WHEREAS, the Bartlesville City Council has approved cost of living adjustments and merit increases for all general employees of the City of Bartlesville and desires to make the same for the City Judge and Golf Professional.

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

That the wages in effect for the individuals holding the four positions above set forth are adjusted as follows:

1. That a 6% cost of living adjustment is hereby granted effective July 1, 2024;
2. That a 2.5% merit increase is hereby granted effective July 1, 2024;
3. That for the City Judge and Golf Professional who have contracts, this Resolution shall constitute an amendment to the compensation provision of their contracts.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF
BARTLESVILLE THIS 3rd DAY JUNE, 2024.

BY: _____
DALE COPELAND, MAYOR

ATTEST:

JASON MUNINGER, CITY CLERK
CFO

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A resolution amending the budget of the City of Bartlesville, Oklahoma for Fiscal Year 2023-2024, appropriating unanticipated revenue for the Golf Course Memorial Fund.

Attachments:

Golf Course Memorial Unanticipated revenue Resolution

II. STAFF COMMENTS AND ANALYSIS

The Memorial Fund has garnered \$72,750 in donations, which is \$47,750 more than is currently budgeted. These Funds will be utilized for maintenance related items around the golf course. These funds must be appropriated to prior to their expense.

III. RECOMMENDED ACTION

Staff recommends approval of resolution to appropriate these unbudgeted funds.

RESOLUTION _____

A RESOLUTION AMENDING THE BUDGET OF THE CITY OF BARTLESVILLE, OKLAHOMA FOR FISCAL YEAR 2023–2024, APPROPRIATING UNANTICIPATED DONATION REVENUE IN THE GOLF COURSE MEMORIAL FUND FOR BUNKER RENOVATION.

WHEREAS, THE City of Bartlesville has received unbudgeted donations in the amount of \$47,750; and

WHEREAS, the City of Bartlesville needs to appropriate \$47,750 of these revenues prior to their expenditure;

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

The Municipal Golf Course Dept (445) of the Golf Course Memorial Fund (244) shall be increased as follows:

Other Improvements (55930)	\$ 47,750
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APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 3rd DAY OF JUNE, 2024.

Mayor

Attest:

City Clerk

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A resolution amending the budget of the City of Bartlesville for fiscal year 2023-24 appropriating grant funds from the Oklahoma Department of Aerospace and Aeronautics (ODAA) for the Bartlesville Municipal Airport.

Attachments:

A resolution amending the Budget for the City of Bartlesville for fiscal year 2023-2024. Appropriating Grant Revenue for the Bartlesville Municipal Airport.

II. STAFF COMMENTS AND ANALYSIS

The City of Bartlesville Municipal Airport applied for and received a \$1,187,818.75 grant from ODAA for the Airport Taxiway. These funds must be appropriated prior to their expense.

III. BUDGET IMPACT

Budgetary impact nets zero, \$1,187,818.75 increase in revenue and \$1,187,818.75 increase in expenditure.

IV. RECOMMENDED ACTION

Staff Recommends approval of resolution to appropriate funds.

RESOLUTION _____

A RESOLUTION AMENDING THE BUDGET OF THE CITY OF BARTLESVILLE, OKLAHOMA FOR FISCAL YEAR 2023–2024, APPROPRIATING UNBUDGETED REVENUE FOR THE MUNICIPAL AIRPORT FUND.

WHEREAS, THE City of Bartlesville has received donation funds from ODAA in the amount of \$1,187,818.75; and

WHEREAS, the City of Bartlesville needs to appropriate \$1,187,818.75 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)	\$ 1,187,818.75
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APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 3rd DAY OF JUNE, 2024.

Mayor

Attest:

City Clerk



March 8, 2024

The Honorable Dale Copeland
Mayor
City of Bartlesville
401 S. Johnstone Ave.
Bartlesville, OK 74003

Dear Mayor Copeland,

I am pleased to advise you that on March 6, 2024, during a regularly scheduled meeting, the Oklahoma Department of Aerospace & Aeronautics (Department) awarded a State Grant to the City of Bartlesville (Sponsor) for the Bartlesville Municipal Airport contingent upon receiving an acceptable grant application. The project consists of constructing a taxiway. Based on bids, the total project cost is \$2,026,125 and will be funded with \$737,000 of federal grant funds, \$1,187,818.75 of state grant funds and \$101,306.25 of sponsor matching funds.

At this time, the Department requests the following signed documents be submitted in electronic format:

- State Grant Application
- Construction Plans and Specifications
- Project Sketch
- Bid Tabs signed by the Engineer-of-Record

Once the Department and Sponsor have signed and executed the State Grant Application, the Department will provide a separate written Notice to Proceed (NTP) to Construction. No construction work may occur before receipt of the NTP for Construction and should work begin prior to the Sponsor receiving this NTP, that work may be deemed ineligible for reimbursement.

Michelle Bouziden is the Department's Senior Project and Grants Manager and is the primary point of contact regarding the grant application process. Should you have any questions do not hesitate to contact her at michelle.bouziden@aerospace.ok.gov or 405-604-6912.

Respectfully,

A handwritten signature in black ink, appearing to read "Grayson Ardies".

Grayson Ardies
Executive Director
Oklahoma Department of Aerospace & Aeronautics

Cc: The Honorable J. Kevin Stitt
Governor of Oklahoma

The Honorable James Lankford
United States Senator

The Honorable Markwayne Mullin
United States Senator

The Honorable Frank Lucas
United States Congressman – OK-3

The Honorable Bill Coleman
Oklahoma State Senate – District 10

The Honorable Judd Strom
Oklahoma State Representative – District 10

Mr. Michael Richardson
Airport Manager

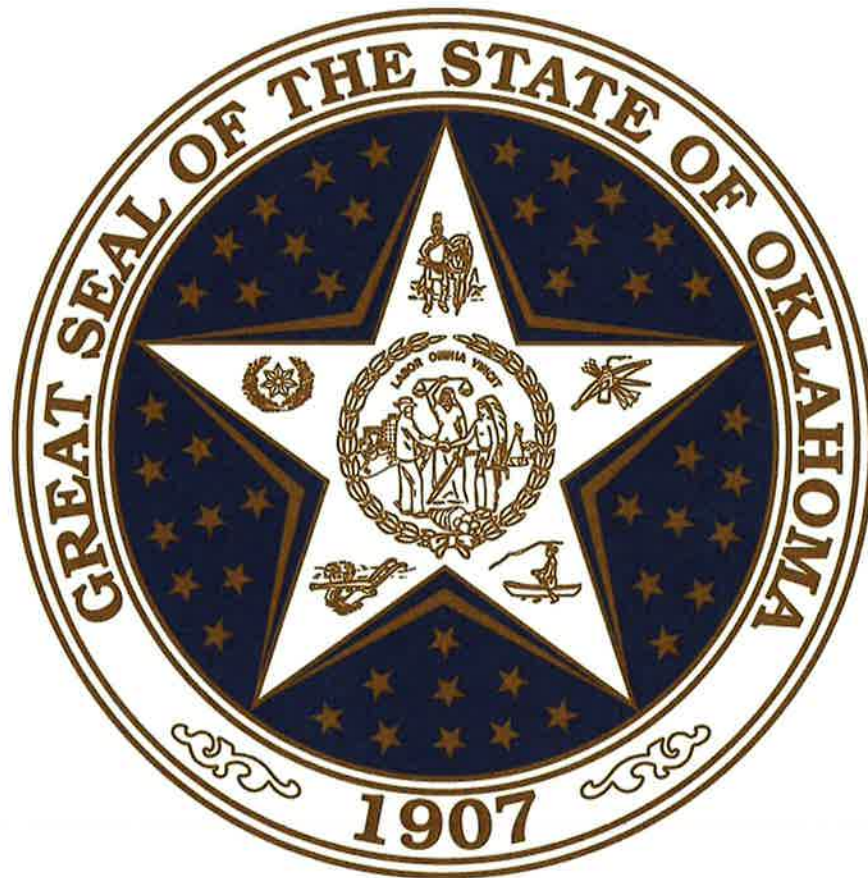
Mr. Micah Siemers
Engineering Director

Mr. Toby Baker, PE
Parkhill Aviation Team Leader

Oklahoma Department of Aerospace and Aeronautics

STATE GRANT APPLICATION

AIRPORT IMPROVEMENT



**Oklahoma Department of Aerospace and Aeronautics
110 N. Robinson Ave., Suite 200
Oklahoma City, Oklahoma 73102
Phone: 405-604-6900**

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APPLICATION and AGREEMENT

AIRPORT IMPROVEMENT GRANT

OKLAHOMA DEPARTMENT OF AEROSPACE AND AERONAUTICS

110 N. Robinson Ave., Suite 200

Oklahoma City, OKLAHOMA 73102

State Project #: BVO-24-FS

Date: 3/7/2024

1. PROJECT INFORMATION

City of Bartlesville hereinafter referred to as the (Sponsor) hereby makes application to the Oklahoma Department of Aerospace and Aeronautics (Department) for State Funds for the purpose of aiding in financing a project (hereinafter referred to as Project) for the development of the Airport (hereinafter referred to as Airport) located 2.5 miles Northwest (direction) from the City of Bartlesville, Washington County, Oklahoma.

It is proposed that the Project shall consist of the following
(brief project description required):

Construction of Taxi lane

FUNDING	SPONSOR	STATE (DEPARTMENT)	FEDERAL	TOTAL PROJECT COST
SHARES	\$101,306.25	\$1,187,818.75	\$737,000.00	\$2,026,125.00
	(5%)	(58.63%)	(36.37%)	

Round Sponsor share up to the nearest dollar and Department share down to the nearest dollar

The above identified project is depicted on the Airport Layout Plan or Sketch (Exhibit A) and major project items listed on the Project Costs page (Exhibit B-2).

Revised November 21, 2023

2. FUNDING

2.1 Projects funded by State Only Grant

For state grants, the maximum level of participation for the Department shall not exceed 95 percent (95%) of "Total Eligible Project Cost." The airport sponsor is required to provide a minimum of 5 percent (5%) of the project funding for the airport sponsor matching share.

Projects funded by Federal and State Grant

For FAA grants for projects identified in the Department's Airport Construction Program, the Department may provide half of the match that is required from the airport sponsor.

For FAA grants for projects identified in the Department's Airport Construction Program, the Department may provide supplemental state grant funding for project items. The maximum level of participation for the Department in such supplemental funding shall not exceed 95 percent (95%). The airport sponsor is required to provide a minimum of 5 percent (5%) of the supplemental project funding for the airport sponsor matching share.

For non-primary entitlement (NPE) grants or special federal earmarks not identified in the Department's Airport Construction Program, the Department will not provide half the match that is required from the airport sponsor. If NPE grant funds are transferred from other airport sponsors to an airport sponsor for a project identified in the Department's Airport Construction Program, the Department may assist with half of any required match from the receiving airport sponsor so long as it will save the Department state funds.

Projects funded by PREP

For funding directed to the Department as a part of the Preserving Rural Economic Prosperity (PREP) program or other similar state program created by the legislature for specifically identified site locations and infrastructure projects of a non-competitive nature within the Oklahoma Airport System the Department may provide funds at a 100 percent (100%) level.

Terminal Building Projects

For terminal building projects, the Department's maximum cost-share level of participation shall be fifty percent (50%) and shall not exceed \$1,000,000. The airport sponsor is required to provide a dollar-for-dollar airport sponsor matching

share for every dollar the Department provides. Remaining share to complete project could come from any available source.

Hangar Construction Projects

For hangar construction projects, the Department may provide funding via grant or loan.

(A) For state grants the Department's maximum cost-share level of participation shall not exceed forty percent (40%). The airport sponsor is required to provide a minimum 5 percent (5%) for the airport sponsor matching share. Remaining share to complete project could come from any available source.

(B) For state loans the Department's maximum cost-share level of participation shall not exceed seventy percent (70%). The airport sponsor is required to provide a minimum 5 percent (5%) for the airport sponsor matching share. Remaining share to complete project could come from any available source.

Fuel System Construction Projects

For fuel system construction projects, the Department's maximum cost-share level of participation shall be fifty percent (50%) and shall not exceed \$300,000. The airport sponsor is required to provide a minimum of 5 percent (5%) for the airport sponsor matching share. Remaining share to complete project could come from any available source.

- 2.2** The Sponsor shall submit an invoice on a monthly basis to the Department for the Department's share of the project cost as described in Section 2.1. The Department will process payment to the Sponsor for the amount that is justified with required supporting documentation. **The Department will not process any invoices until the Engineering Contract and Amendments, Resident Inspection Contract, and Acceptance Testing Contract (if required) has been submitted. In addition, a Construction Management Program (CMP) is required on all paving construction projects. Department staff reserves the right to request a CMP on other projects. The Department will also not process invoices that do not have the required documentation. The required documentation consists of the following:**

1. ODAA Partial Payment Request Form
2. Copy of the Federal Aviation Administration Invoice Summary (Projects funded by Federal and State Grant)

3. Copies of all vendor invoices.
4. Contractor's Application for Payment (State Form G702 or similarly adapted form)
5. Construction Quantities Report signed by the Engineer-of-record
6. Test invoices for the acceptance tests (8.10.6.3) performed in that period.

2.3 The Department will process payments until 90% of the actual project cost of the Department's share has been reached. The final 10% will not be released until:

1. The final acceptance test summary report (8.10.6.4) has been submitted to the Department.
2. The testing laboratory has submitted all acceptance test reports if requested by the Department.
3. If required by the specifications, a Percentage within specification limits report (8.10.6.5) with supporting computations has been submitted to the Department.
4. Final acceptance and project close-out documents have been submitted to the Department.
5. Copy of the final signed Federal Aviation Administration Outlay Report and Invoice Summary (Projects funded by Federal and State Grant)
6. FAA Grant Closeout Letter (Projects funded by Federal and State Grant)
7. A satisfactory Financial Report has been completed by the Department.

2.4 The Sponsor now has on deposit its share of the funding (\$101,306.25) in a designated account, for use in defraying the costs of the project.

2.5 Change Orders

As described in Oklahoma Administrative Code §25:15-1-4(h) and 25:15-1-4(g) the B-2 form lists line-item project costs that cannot be exceeded. During the course of the construction of a project, change orders and/or supplemental agreements may be necessary to increase or decrease bid or line-item amounts and quantities due to unknown or unforeseen circumstances. A change order and/or supplemental agreement shall be sent to the Department along with a request to amend the approved grant's B-2 line-item or bid item.

1. For change orders and/or supplemental agreements that will not increase the Department's overall share for the project the Director may approve such an amendment to the grant application. Change orders and/or supplemental agreements approved by the Director shall be presented to the Commission at its next regular or special business meeting stating the

reasons for the change order and/or supplemental agreement with such information as the Commission may require.

2. For change orders and/or supplemental agreements involving a total increase to the Department's overall share for the project not to exceed Ten Thousand Dollars (\$10,000) the Director may approve such an amendment to the grant application. Such change orders and/or supplemental agreements approved by the Director shall be presented to the Commission at its next regular or special business meeting stating the reasons for the change order and/or supplemental agreement with such information as the Commission may require.
3. Change orders and/or supplemental agreements involving a total increase to the Department's overall share for the project in excess of Ten Thousand Dollars (\$10,000) must be presented to and approved by the Commission before such an amendment can be made to the grant application.

3. EXHIBIT A, Airport Layout Drawing or Project Sketch

An Airport Layout Drawing (ALD) or sketch showing the area and location of proposed construction or rehabilitation work must be provided by the Sponsor with a construction grant application.

4. EXHIBITS B, B-1, B-2, and B-3

Exhibits are to be filled out by the Sponsor and the Sponsor's Engineer. Exhibits B and B-1 have no specific format. Blank forms for Exhibits B-2 and B-3 are attached. All line items on the Exhibit B-2 are considered to be figures **not to be exceeded**. Any amount expended in excess of each line item will not be considered for payment without a change order or a supplemental agreement approved by the Department. A copy of the bid tabulation signed by the Engineer-of-record must accompany the grant application.

5. EXHIBITS C, C-1, and C-2

Exhibits are to be filled out by the Sponsor or the Sponsor's Engineer. Forms C, C-1, and C-2 are attached.

6. EXHIBIT D, Airport Zoning Regulations

As required by 3 O.S. § 103 each airport shall have airport zoning regulations adopted and enacted in order to regulate and restrict the height of structures or trees and land uses within the airport hazard areas. These airport zoning regulations must be adopted and enacted prior to funding. If the Sponsor has not adopted airport zoning regulations, it shall be part of the next state funded project.

7. EXHIBIT E, Sponsor Deposit Verification

The Sponsor is required to furnish verification to the Department that the Sponsor's funding share has been deposited in a designated account for use in defraying the costs of the project.

8. GRANT ASSURANCES

The grant assurances must remain attached to the agreement and be submitted with, and as a part of, this application and agreement.

In order to furnish the Department the Sponsor's assurances required by the Laws and Regulations, the Sponsor hereby covenants and agrees with the State of Oklahoma as follows:

8.1 TIME LIMITS

The Sponsor agrees that the project for which these funds are requested will be completed **within two years** from the date of grant approval.

8.2 EQUAL RIGHTS

8.2.1 The Sponsor agrees that in its operation of the Airport and all facilities thereon, neither it nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of race, sex, color, creed, handicap or national origin in the use of any facility provided for the public on airport property.

8.2.2 The Sponsor will operate the Airport as such for the use and benefit of the public. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically agrees that it will keep the Airport open to all types, kinds and classes of users: **Provided**, that the Sponsor may establish such fair, equal, and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport: **And Provided Further**, that the Sponsor may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary to serve the civil aviation needs of the public.

8.2.3 In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically covenants and agrees:

8.2.3.1 That in any agreement, contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm, or corporation to render any service or furnish any parts, materials, or supplies (including the sale thereof) essential to the operation of aircraft at the Airport, the Sponsor will insert and enforce provisions requiring the contractor to:

8.2.3.1.1 furnish good, prompt and efficient service adequate to meet all demands for its service at the Airport; and

8.2.3.1.2 furnish said service on a fair, equal and nondiscriminatory basis to all users thereof, and,

8.2.3.1.3 charge fair, reasonable and nondiscriminatory prices for each unit of sale or service: **Provided** that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types or price reductions to volume purchasers.

8.2.3.2 That it will not exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including, but not limited to, maintenance and repair) that it may choose to perform.

8.2.3.3 That if the Sponsor exercises any of the rights or privileges set forth in paragraph 8.2.2 of the Equal Rights Section, it will be bound by and adhere to the condition specified for contractors as set forth in subparagraph 8.2.3 of the Equal Rights Section.

8.2.3.4 Essential facilities, as listed in 8.5 (including night lighting systems, when installed) will be operated in such manner as to assure their availability to all users of the airport.

8.2.4 Nothing contained herein shall be construed to prohibit the granting or exercise of an exclusive right for the furnishing of non aviation products and supplies or any service of a non aeronautical nature.

8.3 AUTHORITY AND POWER

The Sponsor certifies it has the legal authority and power to:

8.3.1 do all things necessary in order to undertake and carry out the Project in conformity with State and Federal Statutes, Acts, and Regulations;

8.3.2 receive, accept and disburse grants of funds from the State of Oklahoma in aid of the Project, in terms and conditions stated in the Laws, Acts, and Regulations; and

8.3.3 carry out all the provisions of this Application and Agreement.

8.4 RESERVATION OF POWERS

The Sponsor will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein. If any arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor or an employee of the Sponsor, the Sponsor will reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants.

8.5 ESSENTIAL FACILITIES

Essential facilities are considered to be the following: a landing area and an aircraft parking area.

8.6 SPONSOR FUND AVAILABILITY AND MAINTENANCE

It has sufficient funds available for that portion of the project costs which are not to be paid by the Department. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement which it will own or control.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement

constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Department determines may be useful.

8.7 AIRPORT LAYOUT PLAN

The Sponsor of an airport included in the National Plan of Integrated Airport System (NPIAS) will keep up to date at all times an approved, reproducible Airport Layout Plan (ALP), showing: airport boundaries, aviation easements, location, and the nature of all existing and proposed airport facilities, structures (such as runways, taxiways, aprons, terminal buildings, hangars, roads) including all proposed extensions and the location of all existing and proposed non aviation areas. The ALP must be prepared in accordance with FAA Advisory Circular 150/5300-13 (most current edition).

The Sponsor will not make or permit to be made any changes or alterations to the Airport or any of its facilities other than in conformity with the ALP as so approved by the Department and/or the FAA, if such changes or alterations might adversely affect the safety, utility, or efficiency of the Airport.

8.8 PROJECT FINANCIAL REPORT REQUIREMENTS

The Department shall prepare a financial report of income and expenditures of **all project funds (Federal, Department, and Sponsor)**. The final 10% of the actual project cost of state grant funds will not be released until a satisfactory financial report has been prepared by the Department.

Records of expenditures shall be maintained by the Sponsor for not less than three (3) years. Access to these records will be provided at the grantees regular place of business.

8.9 ACKNOWLEDGMENT

The Sponsor assures that no work has been started nor has any work been completed on any of the Project(s) for which funds are requested in this Application and Agreement. The Sponsor further acknowledges that the funds will be used only for the purpose described in this Agreement.

8.10 TERMS AND CONDITIONS

Upon execution by the Sponsor and the Department, the offer and acceptance of this grant shall constitute a grant agreement between the Department and the Sponsor. The Department and the Sponsor shall be bound by all of the terms and conditions of the grant agreement and the grant assurances. The Department and

the Federal Aviation Administration (FAA) representatives will have access to the job site and project records at all times. In addition to all other requirements imposed by law or by this agreement, all grants or loans by the Department shall be subject to the following terms and conditions:

8.10.1 The period of the grant or loan agreement shall be twenty (20) years from the date of the Sponsor's acceptance and/or the life of the improvements contemplated under the grant or loan application, whichever is longer.

8.10.2 The airport and/or visual navigational aids shall remain under the Sponsor's control and shall be maintained by the Sponsor in a safe and serviceable condition during the period of this agreement.

8.10.3 The Sponsor assures that all land to be constructed upon is held in clear fee simple title by the Sponsor or is leased from the Federal Government of the United States. The Sponsor assures that, if the land is leased, the lease will be maintained current for a period not less than the life of the agreement. The Sponsor assures that the land, whether leased or held in fee simple, shall be pledged to airport use and shall not be removed in whole or in part from such use without prior written approval from the Department. In addition, airport property as defined in the airport layout plan cannot be transferred by the airport sponsor without the written approval of the Department.

The Sponsor further assures the possession of sufficient land for development, operation and maintenance of the airport or air navigational facility. This requirement shall include the amount of land needed for necessary runways, taxiways, aircraft parking areas and runway protection zones.

8.10.4 Consistent with safety and security requirements, a Sponsor shall make the airport or navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this agreement.

8.10.5 The Sponsor shall not grant or permit anyone to exercise an exclusive right for the conduct of any aeronautical activity on or about an airport project landing area. Aeronautical activities include, but are not

limited to scheduled airline flights; charter flights, flight instruction; aircraft sales, rental and repair; sale of aviation petroleum products; and aerial application. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting, and navigational aids.

8.10.6 The Sponsor shall carry out and complete a project without undue delay and in accordance with the plans and specifications submitted to the Department. The Sponsor shall ensure that the following is provided to the Department:

1. On all paving construction projects, the sponsor shall furnish a Construction Management Program (CMP) to the Department prior to the start of construction which shall detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the specifications. Department staff reserves the right to request a CMP on other projects. The CMP shall include as a minimum:
 - a. The name of the person representing the Sponsor who has overall responsibility for contract administration for the Grant and the authority to take necessary actions to comply with the contract.
 - b. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
 - c. Procedures for determining that testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077).
 - d. Qualifications of engineering, supervision, and construction inspection personnel.
 - e. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
 - f. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
2. Weekly Progress Report: The sponsor shall ensure that a weekly progress report is submitted using FAA form 5370-1 to the Department.
3. Acceptance Tests: The Sponsor shall ensure that the acceptance

testing laboratory provides a copy of all acceptance tests as and when the results become available.

4. **Summary Report:** Upon completion of the project, the Sponsor shall provide the Department a final acceptance test summary report. The report shall document the results of all acceptance tests performed and the location of the material tested. The report shall highlight those acceptance tests that were out-of-tolerance and include the pay reductions applied and reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the Department.
5. When the specifications provide for acceptance based on the method of estimating percentage of material within specification limits (PWL), the Sponsor will submit a final report of PWL computations in accordance with section 110, AC 150/5370-10 (most current version) with the summary report.
6. The Department, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

8.10.7 The Sponsor, if requested by the Department, shall submit to the Department annual statements of airport or air navigation facility revenues and expenses.

8.10.8 The Sponsor will comply with the Municipal Airports Act of 1948 (Oklahoma Statutes of 1991, Title 3, Section 65.1 et seq.) and specifically, Sec. 65.12, which requires: "The revenues obtained by a municipality from the ownership, control or operation of any airport or navigation facility, including proceeds from the sale of any airport or portion thereof of air navigation facility property, shall be deposited in a special fund to be designated as the 'Airport Fund', which revenues shall be appropriated solely to, and used by the municipality for, the purposes authorized by this act."

8.10.9 All development of an airport constructed with grant funds shall be consistent with the approved Airport Layout Plan. A reproducible copy of such plan (as specified by the Department) and all subsequent modifications thereto, shall be filed with the Department.

8.10.10 The Sponsor shall comply with the "Public Competitive

Bidding Act of 1984" (Oklahoma Statutes of 1991, Title 61, Sec. 101 et seq.), which relates to the execution of certain public agency contracts, etc.

8.10.11 After actual bids on the project are received, a tabulation of all bids on the project must be signed by the Engineer-of-record and must accompany the grant application.

8.10.12 When airport lighting is part of a project, the Sponsor shall operate such lighting from sunset to sunrise either manually or by remote control.

8.10.13 The Department shall not be a party to any contract or commitment which a Sponsor may enter into or assume in carry out a project.

8.10.14 It being further understood and agreed that should the Sponsor fail to do those things herein described and approved and within the time frame prescribed, that said funds shall, without notice, be withdrawn and revert to the Department. It is the Sponsor's responsibility, when delays or problems are encountered, to notify the Department and request from the Department a written time extension and/or deviation.

8.11 LIFE OF THE AGREEMENT

The covenants and assurances shall become effective upon acceptance by the Sponsor of an offer of State aid for the Project or any portion thereof, made by the Department, and shall constitute a part of the Project Agreement thus formed. These covenants and assurances shall remain in full force and effect throughout the useful life of the facilities developed under this Project; but, in any event a minimum of twenty (20) years from the date of said acceptance of this offer of State aid for the Project.

8.12 HANGAR CONSTRUCTION PROJECTS

8.12.1 The Sponsor will ensure any hangars built using Department funds will receive fair market rental rates compared to similar hangar facilities at airports that have similar amenities and capabilities within the region in which that airport is located.

8.12.2 The Sponsor agrees to include in any rental agreement the most up-to-date Federal Aviation Administration hangar use policy and agrees to actively enforce that policy to its full effect.

8.12.3 The Sponsor agrees that any hangar built using Department funds will not be used as a permanent or semi-permanent residence. Hangars may have crew quarters for intermittent overnight stays at the discretion of the Sponsor.

8.12.4 The Sponsor will include in any rental agreement that the aircraft based in a hangar built using Department funds will be in compliance with federal airworthiness requirements and have complied with state aircraft excise tax and aircraft registration requirements.

8.13 FUEL SYSTEM CONSTRUCTION PROJECTS

The airport sponsor understands that fuel systems funded by the Department must be operated by the public airport sponsor and not a third party entity or contractor.

9. SIGNATURE BLOCK

IN WITNESS WHEREOF, the Sponsor has caused this APPLICATION AND ASSURANCES to be duly executed in its name, this 1st day of April, 2024.

SPONSOR'S ACCEPTANCE:
(Mayor, City Manager or other designated official)

TRUST, IF REQUIRED:

Dale Copeland 4/1/2024
Signature

Signature

Dale Copeland, Mayor

Name and Title

Name and Title

401 South Johnstone Avenue

Address

Address

Bartlesville, Oklahoma 74003

City/Town, State, Zip

City/Town, State, Zip

NOTE: APPLICATION MUST BE SIGNED BY MAYOR, CITY MANAGER, OR OTHER DESIGNATED PERSON WHO IS AUTHORIZED TO SIGN CONTRACTS FOR THE SPONSOR. IF THE DAY TO DAY ADMINISTRATION OF THE AIRPORT IS PERFORMED BY A TRUST, THE CHAIRMAN OF THE TRUST MUST ALSO SIGN THE APPLICATION.

DO NOT WRITE BELOW THIS LINE

The work and expenditure of funds in the amount of \$_____ were approved in a regular, convened meeting of the Oklahoma Department of Aerospace and Aeronautics on the _____ day of _____, _____. By its approval, the Commission authorized the Director to execute this agreement.

Executive Director
Oklahoma Department of Aerospace and Aeronautics

EXHIBIT A AIRPORT LAYOUT DRAWING OR PROJECT SKETCH

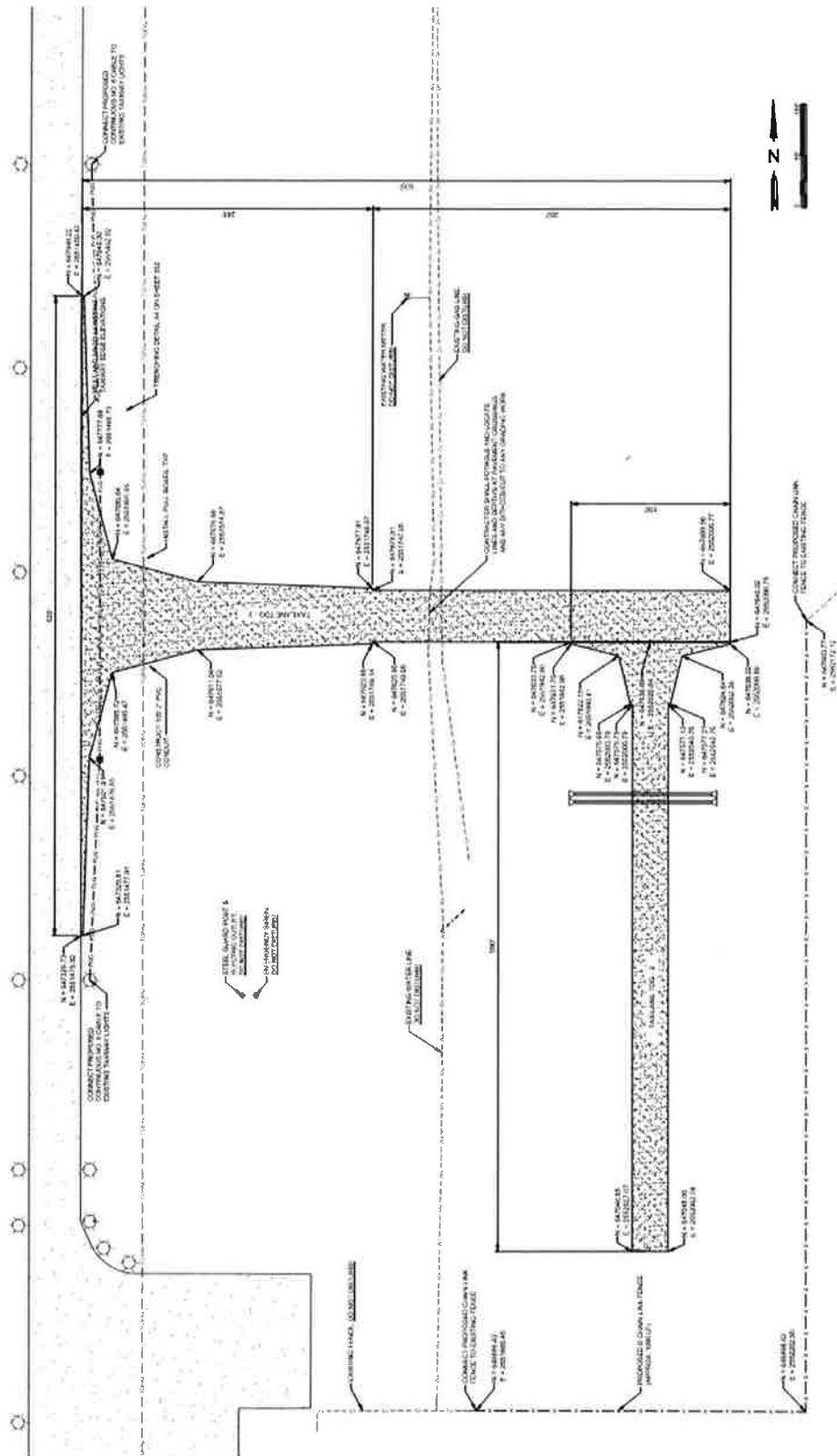


EXHIBIT B PLANS AND SPECIFICATIONS

Previously submitted.

EXHIBIT B-1 PROGRAM NARRATIVE

The objective of the proposed project is to design and construct a new taxiway that will facilitate the airport's new hangar development to the north. These taxiways will go to improve access to additional development areas to help ensure successful future economic development opportunities for years to come.

EXHIBIT B-2 PROJECT COSTS

AIRPORT: Bartlesville Municipal Airport

PROJECT #: BVO-24-FS

CITY: Bartlesville

DATE: 3/7/2024

PROJECT DESCRIPTION: Construct Taxilane

Item Description	Amount	Ineligible Amount	Remarks
(a) Advertising	800		
(b) Engineering	163,900		
(c) Grant Administration	22,500		
(d) Testing	19,000		
(e) Inspection	123,750		
(f) Bidding Phase Services	7,600		
(g) Other: Update DBE Goal	7,000		
(h) Construction Administration	25,000		
(i) Geotechnical Investigation	14,500		
(j) Hangar Development Plan	98,250		
(k) Surveying Services	12,500		
(l) Construction (attach bid tabs)			
(m) Base Bid-Schedules 1, 2 and Alt 1	1,531,325		
(n) Alternate 1 Bid			
(o) Alternate 2 Bid			
(p) TOTAL ELIGIBLE PROJECT COST			
(q) Ineligible Costs:			
Sponsor Share \$101,306.25 (5%)**	State Share: \$1,187,818.75 (58.63%)	Federal Share: \$737,000 (36.37%)	Total Project Cost: \$2,026,125

(For funding share information, see section 2.0 Funding) Note: Sponsor share cannot be lower than 5%

Note: The Department will only participate in costs identified in the contracts

Round Sponsor share up to the nearest dollar and Department share down to the nearest dollar



CONSTRUCT TAXILANE
BARTLESVILLE MUNICIPAL AIRPORT, BARTLESVILLE, OKLAHOMA
10:30 AM, Thursday, February 29, 2024
AIP 3-40-0007-015-2024, ODAA BVO-24-FS

BASE BID-SCHEDULE 1				PARKHILL				R&L Construction, LLC				Contech, Inc.				Tri-Star Construction, LLC				Paragon Contractors, LLC				Bright Lighting, Inc.			
Item No.	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount				
1	MOBILIZATION	1	LS	\$145,000.00	\$145,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$196,700.00	\$196,700.00	\$93,906.73	\$93,906.73	\$93,906.73	\$93,906.73	\$66,598.32	\$66,598.32	\$66,598.32	\$66,598.32	\$66,598.32	\$66,598.32	\$66,598.32	\$66,598.32				
2	LOW PROFILE AIRCRAFT BARRICADES	1	LS	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,452.00	\$1,452.00	\$1,452.00	\$1,452.00	\$6,668.91	\$6,668.91	\$6,668.91	\$6,668.91	\$6,668.91	\$6,668.91	\$6,668.91	\$6,668.91				
3	TEMPORARY EROSION CONTROL	1	LS	\$9,000.00	\$9,000.00	\$22,729.00	\$22,729.00	\$22,729.00	\$22,729.00	\$10,000.00	\$10,000.00	\$11,616.00	\$11,616.00	\$11,616.00	\$11,616.00	\$21,473.86	\$21,473.86	\$21,473.86	\$21,473.86	\$21,473.86	\$21,473.86	\$21,473.86	\$21,473.86				
4	REMOVE RUNWAY LIGHTS AND RECONNECT EXISTING TAXWAY CIRCUIT	1	LS	\$10,000.00	\$10,000.00	\$36,500.00	\$36,500.00	\$36,500.00	\$36,500.00	\$44,394.60	\$44,394.60	\$40,909.24	\$40,909.24	\$40,909.24	\$40,909.24	\$19,980.00	\$19,980.00	\$19,980.00	\$19,980.00	\$19,980.00	\$19,980.00	\$19,980.00	\$19,980.00				
5	REMOVE STOCKPILE AND REPLACE TOPSOIL	3,070	CY	\$12.00	\$36,840.00	\$10.00	\$30,700.00	\$12.00	\$36,840.00	\$10.00	\$30,700.00	\$9.66	\$29,654.30	\$9.66	\$29,654.30	\$14.30	\$43,901.00	\$14.30	\$43,901.00	\$14.30	\$43,901.00	\$14.30	\$43,901.00				
6	UNCLASSIFIED EXCAVATION AND EMBANKMENT	4,485	CY	\$20.00	\$89,700.00	\$10.00	\$44,850.00	\$20.00	\$89,700.00	\$10.00	\$44,850.00	\$17.08	\$76,584.00	\$17.08	\$76,584.00	\$30.03	\$134,684.55	\$30.03	\$134,684.55	\$30.03	\$134,684.55	\$30.03	\$134,684.55				
7	BORROW MATERIAL (FROM OFF-SITE)	715	CY	\$30.00	\$21,450.00	\$32.00	\$22,880.00	\$30.00	\$21,450.00	\$32.00	\$22,880.00	\$44.35	\$31,710.25	\$44.35	\$31,710.25	\$48.08	\$34,377.20	\$48.08	\$34,377.20	\$48.08	\$34,377.20	\$48.08	\$34,377.20				
8	6" CRUSHED AGGREGATE BASE COURSE	5,315	SY	\$22.00	\$116,930.00	\$10.00	\$53,150.00	\$22.00	\$116,930.00	\$10.00	\$53,150.00	\$17.50	\$92,012.50	\$17.50	\$92,012.50	\$17.93	\$95,297.95	\$17.93	\$95,297.95	\$17.93	\$95,297.95	\$17.93	\$95,297.95				
9	HYDRATED LIME	90	TON	\$340.00	\$30,600.00	\$250.00	\$22,500.00	\$340.00	\$30,600.00	\$250.00	\$22,500.00	\$369.39	\$33,245.10	\$369.39	\$33,245.10	\$373.44	\$33,609.60	\$373.44	\$33,609.60	\$373.44	\$33,609.60	\$373.44	\$33,609.60				
10	8" LIME TREATED SUBGRADE (4%)	5,315	SY	\$9.00	\$47,835.00	\$9.50	\$50,492.50	\$9.00	\$47,835.00	\$9.50	\$50,492.50	\$10.00	\$53,150.00	\$10.00	\$53,150.00	\$14.06	\$74,728.90	\$14.06	\$74,728.90	\$14.06	\$74,728.90	\$14.06	\$74,728.90				
11	12" PC CONCRETE SURFACE COURSE	5,100	SY	\$130.00	\$663,000.00	\$97.50	\$497,250.00	\$130.00	\$663,000.00	\$97.50	\$497,250.00	\$119.00	\$606,900.00	\$119.00	\$606,900.00	\$127.82	\$651,882.00	\$127.82	\$651,882.00	\$127.82	\$651,882.00	\$127.82	\$651,882.00				
12	MARKING WITH REFLECTIVE MEDIA	805	SF	\$15.00	\$12,075.00	\$5.00	\$4,025.00	\$15.00	\$12,075.00	\$5.00	\$4,025.00	\$4.50	\$3,622.50	\$4.50	\$3,622.50	\$8.69	\$6,975.00	\$8.69	\$6,975.00	\$8.69	\$6,975.00	\$8.69	\$6,975.00				
13	MARKING WITH-OUT REFLECTIVE MEDIA	800	SF	\$15.00	\$12,000.00	\$5.00	\$4,000.00	\$15.00	\$12,000.00	\$5.00	\$4,000.00	\$4.50	\$3,600.00	\$4.50	\$3,600.00	\$8.69	\$6,900.00	\$8.69	\$6,900.00	\$8.69	\$6,900.00	\$8.69	\$6,900.00				
14	SOLID SLAB SODDING AND WATERING UNTIL ESTABLISHED	6,900	SY	\$8.00	\$55,200.00	\$8.00	\$55,200.00	\$8.00	\$55,200.00	\$8.00	\$55,200.00	\$10.00	\$69,000.00	\$10.00	\$69,000.00	\$7.72	\$53,268.00	\$7.72	\$53,268.00	\$7.72	\$53,268.00	\$7.72	\$53,268.00				
15	SPRIGGING	1.5	AC	\$10,000.00	\$15,000.00	\$10,945.00	\$16,417.50	\$10,945.00	\$16,417.50	\$19,000.00	\$28,500.00	\$11,557.92	\$17,336.88	\$11,557.92	\$17,336.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
16	THIRD PARTY INSURANCE	1	LS	\$0.00	\$0.00	\$2,025.00	\$2,025.00	\$2,025.00	\$2,025.00	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
TOTAL					\$1,269,830.00		\$914,219.00		\$914,219.00		\$1,258,319.60		\$1,02,683.70		\$1,02,683.70		\$1,255,070.61		\$1,255,070.61		\$1,255,070.61		\$1,255,070.61				

BASE BID-SCHEDULE 2																									
Item No.	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
17	TEMPORARY EROSION CONTROL	1	LS	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$8,500.00	\$8,500.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	
18	CLEARING, GRUBBING, AND TREE REMOVAL	1	LS	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$30,000.00	\$30,000.00	\$29,000.00	\$29,000.00	\$29,000.00	\$29,000.00	\$29,000.00	\$29,000.00	\$29,000.00	\$29,000.00	\$29,000.00	\$29,000.00	\$29,000.00	\$29,000.00	\$29,000.00	\$29,000.00	\$29,000.00	
19	REMOVE FENCING	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	
20	INSTALL 8" TALL CHAIN LINK FENCE WITH CLIMB BARRIER	1,150	LF	\$40.00	\$46,000.00	\$52.00	\$59,800.00	\$49,450.00	\$49,450.00	\$46.00	\$46.00	\$46.00	\$46.00	\$46.00	\$46.00	\$46.00	\$46.00	\$46.00	\$46.00	\$46.00	\$46.00	\$46.00	\$46.00	\$46.00	
21	REMOVE STOCKPILE AND REPLACE TOPSOIL	2,700	CY	\$12.00	\$32,400.00	\$10.00	\$27,000.00	\$32,400.00	\$32,400.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	
22	UNCLASSIFIED EXCAVATION AND EMBANKMENT	3,731	CY	\$20.00	\$74,620.00	\$10.00	\$37,310.00	\$74,620.00	\$74,620.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	
23	BORROW MATERIAL (FROM OFF-SITE)	2,302	CY	\$30.00	\$69,060.00	\$32.00	\$73,664.00	\$69,060.00	\$69,060.00	\$29.00	\$29.00	\$29.00	\$29.00	\$29.00	\$29.00	\$29.00	\$29.00	\$29.00	\$29.00	\$29.00	\$29.00	\$29.00	\$29.00	\$29.00	
24	INSTALL 30" HOPE	270	LF	\$180.00	\$48,600.00	\$150.00	\$40,500.00	\$48,600.00	\$48,600.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	
25	HYDRATED LIME	48	TON	\$340.00	\$16,320.00	\$250.00	\$12,000.00	\$16,320.00	\$16,320.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	
26	8" LIME TREATED SUBGRADE (4%)	2,800	SY	\$9.00	\$25,200.00	\$9.50	\$26,600.00	\$25,200.00	\$25,200.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	
27	PC CONCRETE SURFACE COURSE	2,650	SY	\$90.00	\$238,500.00	\$84.00	\$222,600.00	\$238,500.00	\$238,500.00	\$103.00	\$103.00	\$103.00	\$103.00	\$103.00	\$103.00	\$103.00	\$103.00	\$103.00	\$103.00	\$103.00	\$103.00	\$103.00	\$103.00	\$103.00	
28	MARKING WITH REFLECTIVE MEDIA	640	SF	\$15.00	\$9,600.00	\$5.00	\$3,200.00	\$9,600.00	\$9,600.00	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	
29	MARKING WITH-OUT REFLECTIVE MEDIA	640	SF	\$15.00	\$9,600.00	\$5.00	\$3,200.00	\$9,600.00	\$9,600.00	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	
30	SOLID SLAB SODDING AND WATERING UNTIL ESTABLISHED	5,950	SY	\$8.00	\$47,600.00	\$8.00	\$47,600.00	\$47,600.00	\$47,600.00	\$7.80	\$7.80	\$7.80	\$7.80	\$7.80	\$7.80	\$7.80	\$7.80	\$7.80	\$7.80	\$7.80	\$7.80	\$7.80	\$7.80	\$7.80	
31	SPRIGGING	1.6	AC	\$10,000.00	\$16,000.00	\$10,945.00	\$17,512.00	\$16,000.00	\$16,000.00	\$19,000.00	\$19,000.00	\$19,000.00	\$19,000.00	\$19,000.00	\$19,000.00	\$19,000.00	\$19,000.00	\$19,000.00	\$19,000.00	\$19,000.00	\$19,000.00	\$19,000.00	\$19,000.00	\$19,000.00	
TOTAL					\$658,900.00		\$591,986.00	\$671,004.00	\$671,004.00	\$681,559.00	\$681,559.00	\$681,559.00	\$681,559.00	\$681,559.00	\$681,559.00	\$681,559.00	\$681,559.00	\$681,559.00	\$681,559.00	\$681,559.00	\$681,559.00	\$681,559.00	\$681,559.00	\$681,559.00	

ALTERNATE NO. 1				PARKHILL				R&L Construction, LLC				Contech, Inc.				Tri-Star Construction, LLC				Paragon Contractors,
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EXHIBIT B-3 PROJECT ENGINEERING
(Project Engineer to provide the following information)

Here are the costs which would be incurred in providing the engineering data necessary to make an investigation, testing, estimates, prepare plans and specifications, supervise award of contract, prepare contract, stake the work, supervise the work, make final inspection and final contract estimates for:

Bartlesville Municipal Airport - Construct Taxiway
(Name of Airport and Project)

An outline of the work to be performed is as follows:

Final Design Services, ODAA Grant Administration, Construction Materials Testing and Review, Resident Project Representative Services, Bid Phase Services, Update DBE Goal, Construction Administration, Geotechnical Investigation, Hangar Development Plan, and Surveying Services

For Federal Aviation Administration (FAA) funded projects the work will be accomplished in accordance with the FAA Standards for Specifying Construction of Airports (current edition). The work may be accomplished in accordance with the Oklahoma Department of Transportation Standard Specifications (current edition), with prior written approval by FAA.

The engineering fees will not exceed \$493,700.00.

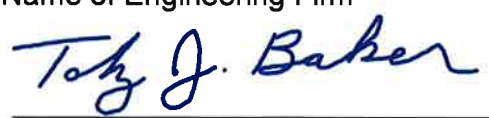


Parkhill
Name of Engineering Firm

Signature of Engineer

EXHIBIT C STATEMENT OF COMPLIANCE

The Sponsor is in compliance with all terms and conditions of any agreement with the State of Oklahoma related to the development, operation or maintenance of an airport owned by the Sponsor.

 _____ Signature (Mayor, City Manager or designated Official)	_____ Signature (Mayor, City Manager or designated Official)
Dale Copeland, Mayor _____ Name and Title	_____ Name and Title
 APRIL 1, 2024 _____ Date	_____ Date
73-6005079 _____ Sponsor's Federal Identification Number	_____ Sponsor's Federal Identification Number

NOTE: To be signed by same person(s) that signs the Application and Assurances.

EXHIBIT C-1 SUSPENDED/DEBARMENT STATEMENT

The Sponsor hereby specifically agrees that it shall not award the contract for which this grant is given, nor shall bidding documents be given to any contractor which or who is subject to suspension or debarment by the U.S. Department of Transportation or any of its agencies, or the Oklahoma Department of Transportation at the time of the bidding or award of the contract. Violation of this provision shall void this grant.

 _____ Signature (Mayor, City Manager or designated Official)	_____ Signature (Mayor, City Manager or designated Official)
Dale Copeland, Mayor _____ Name and Title	_____ Name and Title
 APRIL 1, 2024 _____ Date	_____ Date
73-6005079 _____ Sponsor's Federal Identification Number	_____ Sponsor's Federal Identification Number

NOTE: To be signed by same person(s) that signs the Application and Assurances.

EXHIBIT C-2 STATUTORY AFFIDAVIT

STATE OF OKLAHOMA

COUNTY OF Osage

AFFIDAVIT

DALE W. COPELAND and _____
(Type name) (Type name)

of lawful age, and having been first duly sworn, on oath, states:

1. That (s)he/they is/are the agent authorized by the Sponsor to submit the attached Grant Application to the State of Oklahoma.
2. That the Sponsor has not paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of the grant.
3. That no person who has been involved in any manner in the development of this grant while employed by the State of Oklahoma shall be employed to fulfill any of the services provided for under this contract.
4. That, to the best of his/her/their knowledge and belief, the Sponsor has not previously submitted a grant request to the Oklahoma Department of Aerospace and Aeronautics or any other agency of the State of Oklahoma which would result in a substantial duplication of the project proposed in the Grant Application and Assurances.

Dale W. Copeland _____
Affiant (Signature of Mayor, City Manager, or designated Official)  Affiant (Signature of Trust, if required)

Subscribed and sworn to before me this 1st day of April, 2021.



R. Elaine Danner
Notary Public
99009571

NOTE: To be signed by the same person(s) that signs Application and Assurances.

EXHIBIT D AIRPORT ZONING REGULATIONS

Indicate if the city has adopted Airport Zoning Regulations, date it was adopted and if a copy is on file with the Oklahoma Department of Aerospace and Aeronautics.

EXHIBIT E SPONSOR DEPOSIT VERIFICATION
PLEASE READ CAREFULLY

SPONSOR: City of Bartlesville DATE: 3/7/2024
AIRPORT NAME: Bartlesville Municipal Airport STATE PROJECT #: BVO-24-FS

This form provides verification to the Oklahoma Department of Aerospace and Aeronautics that the Sponsor's share has been deposited in a designated account, however it does not have to be a designated airport-only account. The funds will be for use in defraying the costs of the project.

This form must be completed and submitted as part of the grant application to the Oklahoma Department of Aerospace and Aeronautics.

12001 Account Number
Checking Type of Account

Arvest Bank
Financial Institution (Please print)
Tanya Stokes
Bank Representative (Please print)
Branch Sales Manager
Title of Representative (Please print)
Tanya Stokes
Signature of Representative
100 SE Frank Phillips
Address
918-337-3591
Phone

City of Bartlesville
Name of Sponsor (Please print)
Dale Copeland
Sponsor Official (Please print)
Mayor
Title of Official (Please print)
Dale Copeland
Signature of Official
401 South Johnstone Avenue
Bartlesville, OK 74003
Address
918-338-4256
Phone



QUESTIONNAIRE

(PLEASE TYPE OR PRINT ANSWERS)

1. City Bartlesville Airport Bartlesville Municipal Airport
2. Official point of contact for the Sponsor:
Name Mike Richardson
Address 401 South Johnstone Avenue, Bartlesville, OK 74003
Telephone Number 918-661-3500
Official Position Airport Manager
Email msrichardson@cityofbartlesville.org
3. Sponsor contact that can verify payment information:
Name Mike Richardson
Address 401 South Johnstone Avenue, Bartlesville, OK 74003
Telephone Number 918-661-3500
Official Position Airport Manager
Email msrichardson@cityofbartlesville.org
4. State payments should be made to: City of Bartlesville
5. Method of performance: Contract and/or Force Account Contract
6. Number of aircraft based at the airport 47
7. Is the Airport operated by a Trust Authority? If yes, provide the name of the Trust Authority and a copy of the Trust Agreement.
No

8. Is there a Fixed Base Operator(s) on the Airport? If yes:

Name Bartlesville Aviation

Address 401 Wiley Post Rd. Bartlesville OK 74003

Telephone Number 918-661-3121

9. Will financial assistance from a Federal source be required? Yes X No

10. Name of your State Julie Daniels

Senator:

11. Name of your State Representative: Judd Strom

CHECKLIST

When completed, this Checklist becomes a part of the Grant Application and Agreement.

Answer **yes** or **no** on the appropriate lines. Sign the document.

1. Is the Application properly signed and dated Yes
2. Is Exhibit A attached Yes
3. Are Exhibits B and B-1 attached Yes
4. Are Exhibits B-2 and B-3 attached Yes
5. Are Exhibits C, C-1, and C-2 attached Yes
6. Is Exhibit D attached Yes
7. Is Exhibit E attached Yes
8. Have all questions been answered on the Questionnaire Yes
9. Are yearly funds allocated for airport maintenance Yes
10. Have you furnished the names of your Senator and Representative Yes
11. Has any work been started on this project No
12. If the answer to any of the above questions (except #11) is no, explain below or on an attached sheet of paper.

Checklist completed by:

Name Dale Copeland

Position Mayor

Telephone Number 918-338-4256

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

City Council consideration and approval of the Kellogg and Sovereign Professional E-Rate Management Services Fee Schedule for 2025 fiscal year E-Rate services.

Attachment: Kellogg and Sovereign Professional E-Rate Management Services Fee Schedule

II. STAFF COMMENTS AND ANALYSIS

Kellogg and Sovereign Consulting works with libraries across Oklahoma and beyond to correctly complete and submit all forms for E-Rate funding. The library has worked with this firm for many years and we appreciate their expertise. During fiscal year 2025, the Bartlesville Public Library's internet services will be funded 80% from federal funds and 20% from state funds using this program.

III. BUDGET IMPACT

Consultant costs for these services will total \$2,313.90 for pre- and post-federal funding for internet services and connections, plus an additional \$415 for forms to be submitted to the Oklahoma Universal Services Fund. These costs are budgeted for in the Library's FY2025 208 budget.

IV. RECOMMENDED ACTION

Staff recommends the approval of the Kellogg and Sovereign Professional E-Rate Management Services Fee Schedule.



**Professional E-Rate Management Services – Fee Schedule
Bartlesville Public Library, Bartlesville, OK**

**Re: E-Rate Consulting Services – Multi Year Renewal Option
E-Rate FY 2025-26**

This letter is to confirm that **Bartlesville Public Library** will exercise the renewal option as stated on the May 2019 Master Services Agreement, "Term of this agreement shall be effective from date of execution of this agreement through June 30, 2020, with up to four (4) subsequent twelve-month renewals subject to mutual ratification in writing by both parties. Execution of the annual fee schedule shall be considered mutual ratification".

☒ **2nd Auto renewal, FUNDING YEAR: 2025-2026**

Fees for requests for funding in the Category Two ("C2") categories of service shall be the greater of the Base Filing Fee OR Three Percent (3%) of the total funding commitment amount issued by the Universal Service Administrative Company ("USAC") on each of the applicant's FY2025 Funding Commitment Decision Letter(s). The Base Filing Fee for C2 services is due in full at the time the application is filed. The amount due in excess of the Base Filing Fee is contingent upon funding and shall be due and payable upon issuance by USAC of the Funding Commitment Decision Letter related to FY2025 C2 Services.

FEES FOR E-RATE FUNDING YEAR 2025 (07/01/2025-06/30/2026)

Category of Service	Description	Amount	Billing Date
Category 1 (C1) Telecommunications & Broadband Services	Pre and Post Funding for C1 Services	\$1,463.90	January 2025
	Self-Provisioned projects	3% of funding commitment amount	Due upon funding
Category 2 (C2) Internal Broadband Connections, MIBS & Maintenance	Base Filing Fee for C2 Services	\$850.00	March 2025
	Pre and Post Funding for C2 Services	4% of funding commitment amount less base filing fee.	Due upon funding

FEES FOR OUSF COMPLIANCE SERVICES FOR THE PERIOD JULY 1, 2024 – JUNE 30, 2025

OUSF Document and Compliance Services. Includes preparation and submission of applicant affidavit(s) and assistance with document requests. Annual cost \$439.90 – billed January 2025 OUSF consulting fee includes up to 12 hours consulting time directly related to OUSF. Additional hours will be billed at \$175/hour	Check YES to request <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
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Payment terms are net 30 days, unless otherwise noted. Kellogg & Sovereign may charge interest on amounts which are overdue for more than 30 days, with interest to be calculated up to 12% or as applicable by law. If bills are not paid on a timely basis, Kellogg & Sovereign has the right to cease work and communicate it to the applicant. If collection efforts are required, Kellogg & Sovereign Consulting shall be entitled to recover all costs and fees, including reasonable attorneys' and collection agencies' fees and other charges, incurred in connection with such collection efforts. **Payments should be remitted to Sigma Technology Fund LLC dba Kellogg & Sovereign Consulting, P.O. Box 222113, Dallas, TX 75222-2113.**

Credit card processing fees. If this is the Client's selected payment method, any credit card processing fees will be added to the next invoice.

Out of pocket expenses. In addition to the E-Rate fees defined in this fee schedule, Client shall reimburse K&S for any all reasonable and necessary out-of-pocket costs and expenses (including without limitation legal consultations, postage and other delivery costs and similar expenses) incurred by K&S. Client must be formally informed in advance and must agree in writing with the expenses or costs before it is incurred.

Should we encounter any unforeseen problems which will warrant additional time or expense, you will be notified of the situation and of any added cost, and you will have the opportunity to agree to any additional expenses in advance. Our charges for other services will be agreed to separately.

Kellogg & Sovereign® Consulting is not a law firm, and we are not authorized to practice law. Any matters which require an attorney shall be contracted separately with appropriate legal counsel.

Termination

Either party may, upon written notice to the other party, terminate this contract in whole or in part for convenience. All fees incurred prior to receipt of the termination notice will be due and payable immediately upon termination. K&S will be released from responsibility for completion of any remaining services listed in this agreement immediately upon receipt of the termination notice.

Liability

K&S will make every reasonable effort to avoid any errors or omissions in the services or advice that we provide to our clients. However, the rules, regulations, and guidelines for the universal service discount mechanism (E-Rate) are voluminous, ambiguous and constantly changing. Our liability for any errors or omissions will be limited to a full refund of the fees paid and will not include liability for any consequential damages. Any claim for damages will expire within two years of when the final billing is mailed/emailed to you. Our liability is also limited to you and any recommendations provided to you may not be used or relied upon by any other parties. Disputes with the Universal Service Administrative Company (USAC) regarding the interpretation of the rules will not constitute an error or omission if you have been advised of the difference in opinion.

Disclaimer

Due to uncertainties inherent in SLD/USAC's funding process, Kellogg & Sovereign® Consulting does not warrant or guarantee ECF funding will be received as a result of this contractual agreement.

We believe the foregoing correctly sets forth our understanding, but if you have any questions, please let us know. If you find the arrangements acceptable, please acknowledge your agreement to the understanding by signing and returning to us the copy enclosed.

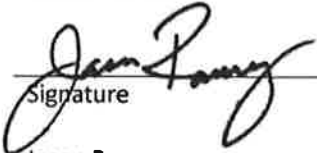
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below.

FOR:
Bartlesville Public Library
600 S Johnstone
Bartlesville, OK 74003

FOR:
Kellogg & Sovereign Consulting
3010 LBJ Freeway, Suite 1200, No. 450
Dallas, TX 75234

Signature:

Email: mrmcgill@cityofbartlesville.org



Signature

Jason Ramey

Printed Name

Printed Name

CEO

Title

Title

May 17, 2024

Date

Date

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to switch our stop loss carrier from Optum to HCC Life Insurance Company.

Attachments:

Stop loss renewal proposal for 07/01/2024

HCC Life Insurance Company – Business Associate Agreement

Stealth Services Contract

II. STAFF COMMENTS AND ANALYSIS

The City of Bartlesville uses stop loss insurance to protect the City against large claims on the medical insurance plan. The current stop loss limit per individual is \$100,000. For example, if a covered employees medical claims reach or become more than \$100,000 during that fiscal year then the stop loss coverage would reimburse the City for any expenses beyond \$100,000.

The City's current stop loss carrier is Optum. The contract for the carrier is renewed every fiscal year. This year the City received a 30.9% increase with Optum and changes to the agreement that would not be beneficial to the City. It was necessary to find a more compatible carrier. HCC Life Insurance Company presented a proposal that meets the needs of our plan and would also provide for an 10.6% increase instead of 30.9%.

This agreement was vetted and approved by Hub International, the City's benefit consultants. The agreement was also sent to Jess Kane for review to approved as to form.

III. BUDGET IMPACT

The budget impact will increase by 10.6% increase from last year.

IV. RECOMMENDED ACTION

Staff recommends approval and execution of agreement with HCC Life Insurance Company.

City of Bartlesville

July 1, 2024

Medical Administration and Stop Loss

Stop Loss Carrier	Current	Renewal	Option 4
Third Party Administration	Optum	Optum	HCC
Admin Fee - Composite	UMR	UMR	UMR
UMR Preferred Stoploss	293	\$43.51	\$43.51
Monthly Fee	Yes	Yes	Yes
Annual Fee	\$12,631	\$12,748	\$12,748
Individual Stop Loss (ISL)	\$151,575	\$152,981	\$152,981
Annual Deductible Per Person	24/12	36/12	24/12
Single ISL PEP	\$100,000	\$100,000	\$100,000
Family ISL PEP	\$93.77	\$124.62	\$94.01
Monthly Fee	\$237.16	\$314.65	\$254.51
Annual Fee	\$47,693	\$63,308	\$50,175
\$ Difference	\$572,311	\$759,695	\$602,105
% Difference	32.7%	\$187,383	\$29,794
Aggregate Stop Loss (ASL)			5.2%
ASL PEP	293	\$7.02	\$5.90
Monthly Fee	\$5.85	\$2,057	\$1,729
Annual Fee	\$1,714	\$24,682	\$20,744
\$ Difference	\$20,569	\$4,114	\$176
% Difference		20.0%	0.9%
ISL + ASL Combined			
Amwins Gene Therapy Program	293	\$1.99	\$1.99
Monthly Fee	\$293	\$583	\$583
Annual Fee	\$3,516	\$6,997	\$6,997
\$ Difference		\$3,481	\$3,481
% Difference		16.9%	16.9%
Total Annual Premium	\$596,396	\$791,374	\$629,846
\$ Difference		\$194,978	\$33,451
% Difference		32.7%	5.6%
Claims			
Monthly Attachment Factors - Single	\$496.89	\$655.89	\$626.77
Monthly Attachment Factors - Family	\$1,401.20	\$1,849.58	\$1,491.62
Maximum Claims Costs	\$3,277,158	\$4,325,833	\$3,667,050
Max Estimated Annual Cost	\$4,025,128	\$5,270,188	\$4,449,877
\$ Difference from Current		\$1,245,059	\$424,749
% Difference from Current		30.9%	10.6%
Disclosure Status			Firm
Lasers	at \$325K	at \$600K	at \$475K
No New Lasers at Renewal			\$275K
Pre 65 Retirees Covered	NNL + 50% Rate Cap	NNL + 50% Rate Cap	NNL + 50% Rate Cap
UMR Preferred Vendor	Yes	No	Yes
			No

The above analysis is for illustrative purposes only.

BUSINESS ASSOCIATE AGREEMENT FORM

Part I - Preamble

- A. **Effective Date:** The effective date of this Business Associate Agreement ("Agreement") is 07/01/2024.
- B. **Parties:** The parties to this Agreement, **City of Bartlesville Group Benefit Plan** ("Covered Entity"), and HCC Life Insurance Company ("HCC Life" and "Business Associate"), an Indiana corporation. HCC Life is a stop loss insurance carrier and all references in this agreement to "stop loss insurance carrier" refer to HCC Life. For purposes of this Agreement, HCC Life is a business associate (as defined in the HIPAA Rules as defined below) of Covered Entity. Covered Entity and Business Associate agree that there shall be no third party beneficiaries to this Agreement, including but not limited to individuals whose Protected Health Information (defined below) is created, received, used, and/or disclosed by Business Associate in its role as business associate.
- C. **Purpose:** The parties intend that this Agreement comply with the business associate agreement requirements set forth in HIPAA Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164, Subparts A and E, ("Privacy Standards"), the HIPAA Security Standards, 45 C.F.R. Part 160 and Part 164, Subparts A and C ("Security Standards"), and the HIPAA Breach Notification Rule 3, 45 C.F.R. Part 160 and Part 164, Subparts A and D ("Breach Notification Rule"), as amended from time to time (collectively, the "HIPAA Rules").
- D. In connection with the Business Associate's creation, receipt, use, and/or disclosure of Protected Health Information, the parties agree as follows.

Part II - General Terminology

- A. The following terms shall have the same meaning in this Agreement as is set forth in the HIPAA Rules: breach, data aggregation, designated record set, individual, required by law, Secretary, security incident and unsecured protected health information. Protected Health Information ("PHI") shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, but limited to the information created or received by Business Associate from, or on behalf of, Covered Entity.
- B. In the event of an inconsistency between the provisions of this Agreement and the mandatory terms of the HIPAA Rules, as may be expressly amended from time to time by the U.S. Department of Health and Human Services ("HHS") or as a result of interpretations by HHS, a court, or another regulatory agency with authority over the parties, the interpretation of HHS, such court, or regulatory agency shall prevail. In the event of a conflict among the interpretations of these entities, the conflict shall be resolved in accordance with rules of precedence.
- C. Where there are provisions in this Agreement additional to those mandated by the HIPAA Rules, but which are not prohibited by the HIPAA Rules, the provisions of this Agreement will apply.

Part III – Permitted Uses and Disclosures by Business Associate

- A. Except as otherwise provided in this Agreement, Business Associate may receive, use, disclose or maintain PHI on behalf of, or to provide services to, Covered Entity for the following purposes, if such use or disclosure of PHI would not violate the HIPAA Rules if done by Covered Entity: (1) those functions, activities, and/or services as are identified in the Stop Loss Policy between the Covered Entity and the Business Associate and/or (2) those functions, activities, and/or services provided by Business Associate in connection with application and underwriting processes.

- B. As part of its providing functions, activities, and/or services to Covered Entity as identified in Part III.A., Business Associate may disclose information, including PHI, to other business associates of Covered Entity and may use and disclose information, including PHI, received from other business associates of Covered Entity as if this information was received from, or originated with, Covered Entity.
- C. Business Associate agrees not to use or further disclose PHI other than as permitted or required by this Agreement or as required by law.
- D. Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement or as required by law. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of the Covered Entity.
- E. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- F. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- G. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by the HIPAA Rules.
- H. Business Associate agrees that it will enter into a written agreement with all subcontractors of Business Associate that: (i) applies the same restrictions and conditions of this Agreement to the subcontractor's disclosure, receipt, maintenance, transmission or use of PHI; (ii) complies with the terms of the HIPAA Rules; (iii) requires the subcontractor to notify Business Associate, who shall in turn promptly notify Covered Entity, of any security incident, breach or other impermissible use or disclosure of PHI that the subcontractor becomes aware of; and (iv) notifies such subcontractors that they will incur liability under the HIPAA Rules for non-compliance with such provisions.
- I. If Business Associate becomes aware of any use or disclosure of PHI that is not provided for in this Agreement, Business Associate will report that use or disclosure to Covered Entity as soon as reasonably possible. If Business Associate becomes aware of any security incident concerning electronic PHI, Business Associate will report that incident to Covered Entity as soon as reasonably possible.
- J. Business Associate agrees, at the written request of Covered Entity, to provide access to PHI in accordance with 45 C.F.R. § 164.524. Business Associate may require Covered Entity to pay certain fees, as delineated in 45 C.F.R. § 164.524(c)(4), for it to provide copies or summaries of PHI.
- K. Upon receiving written notification from Covered Entity that it has directed or agreed, pursuant to 45 C.F.R. § 164.526, to amend PHI, Business Associate agrees to make PHI available for amendment and incorporate any such amendments to PHI as directed by Covered Entity.
- L. In accordance with 45 C.F.R. § 164.528, Business Associate will retain and make available to Covered Entity, upon written request, the information required by Covered Entity to provide an accounting of disclosures, if so requested by an individual.

- M. For the purpose of the Secretary determining Covered Entity's compliance with the HIPAA Rules, Business Associate shall make available to the Secretary the Business Associate's internal practices, books, and records relating to the use and disclosure of PHI. No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by Business Associate by virtue of this provision of the Agreement.
- N. Business Associate agrees to, as soon as practicable, but in no case later than 30 calendar days after the discovery of a breach of unsecured protected health information, notify Covered Entity of such breach. A breach shall be treated as discovered as of the first day on which such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee, officer or agent of Business Associate. The notification shall include, to the extent possible, the identification of each individual whose unsecured protected health information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used or disclosed during the breach. In addition, Business Associate shall provide Covered Entity with any other available information that Covered Entity is required to include in the notification to the individual under 45 C.F.R. § 164.404(c) of the HIPAA Rules.
- O. Business Associate agrees to take commercially reasonable steps to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate resulting from any unauthorized access, use, disclosure, modification or destruction of PHI.
- P. Except as provided for by the stop loss policy, Business Associate will not directly or indirectly receive remuneration in exchange for any PHI of an individual.

Part IV - Obligations of Covered Entity

- A. Upon request, Covered Entity shall provide, in a timely manner, Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such Notice.
- B. Covered Entity shall provide Business Associate with any changes in, or revocation of, permissions by the Covered Entity or any individual to use or disclose PHI if such changes, revocations or permissions affect Business Associate's permitted or required uses and disclosures.
- C. Covered Entity shall notify Business Associate, in writing and in a timely manner, of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- D. Except for Business Associate's management and administrative activities and data aggregation, Covered Entity shall not request that Business Associate use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity.

Part V - Termination Provisions

- A. This Agreement shall continue until it is terminated by any of the parties or if a Stop Loss Policy exists between the Covered Entity and the stop loss insurance carrier, the Stop Loss Policy expires without renewal. Any party to this Agreement may terminate this Agreement without the necessity of showing cause by the delivery of a written notice from the terminating party to the other parties. However, if a Stop Loss Policy exists between the Covered Entity and the stop loss insurance carrier, then the termination of this Agreement shall not be effective until either (1) all claims under the Stop Loss Policy are received and processed by Business Associate or (2) the time period delineated in the Stop Loss Policy for claims to be submitted to Business Associate and processed by Business Associate upon the Policy's termination, has expired, whichever event occurs first. If no Stop Loss Policy exists between

Covered Entity and the stop loss insurance carrier then the termination is effective ten (10) business days from the date that the party receives such notice. Notwithstanding any other provision of this Agreement, Covered Entity will not withhold PHI from Business Associate so as to prevent Business Associate from using its usual and routine claims processing procedures to process claims under this section.

- B. If Covered Entity determines that Business Associate has violated a material term of this Agreement then Covered Entity shall inform Business Associate in writing of the violation and Business Associate shall either terminate this Agreement under paragraph Part V.A. or endeavor to cure such violation. If Business Associate endeavors to cure the violation but fails to do so in a reasonable period of time, Covered Entity may terminate this Agreement upon written notice. Such termination shall be effective on the date that Business Associate receives the termination notice from Covered Entity which states that Covered Entity wishes to terminate this Agreement under this provision and states the material term of this Agreement that Covered Entity believes has been violated by Business Associate; however, any amounts due from Covered Entity to Business Associate as of the effective date of the termination continue to be so due.
- C. Subject to the Part V.A. above, if a Stop Loss Policy exists between Covered Entity and the stop loss insurance carrier and such Stop Loss Policy is terminated or expires, this Agreement shall be deemed to have terminated at the same moment the Stop Loss Policy's termination or expiration became effective. Similarly, and subject to Part.V.A. above, if this Agreement is terminated by any party, all other agreements then existing between Business Associate and Covered Entity, unless otherwise agreed to in writing by Business Associate and Covered Entity, are also deemed to have been terminated at the same moment this Agreement's termination became effective. However, in either case, any amounts due from Covered Entity to Business Associate under any such agreements as of the effective date of termination continue to be due.
- D. Upon the termination of this Agreement, Business Associate will, if feasible, return to Covered Entity all PHI or, at its discretion, in the alternative, Business Associate will destroy all PHI. If such return or destruction is not feasible, Business Associate will continue to extend the protections of this Agreement to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

HCC Life Insurance Company

By: _____

Printed Name: _____

Title: _____

City of Bartlesville Group Benefit Plan

By: _____

Printed Name: Dale Copeland

Title: Mayor

HCC LIFE INSURANCE COMPANY

Policyholder **City of Bartlesville** Policy No. **HCL41394** Effective Date **07/01/2024**
Administrator **UMR, Inc.** Report Period **07/01/2024** to **07/31/2024**

Coverage	Current Units	Prior* Units	Total Units		Rates	Gross Premium
Specific						
Single	152		152	X	94.01	\$14,289.52
Family	141		141	X	254.51	\$35,885.91
				X		
				X		
Gross Premium						\$50,175.43
Aggregate						
Composite	293		293	X	5.90	\$1,728.70
				X		
				X		
				X		
Gross Premium						\$1,728.70
MDAR				X		
TLO				X		
Total Gross Premium						\$51,904.13

*Prior month adjustments are limited to the preceding 3 months. You must attach documentation to receive consideration for any other months.

Please make checks payable to **HCC LIFE INSURANCE COMPANY**. Send checks to: HCC Life Insurance Company, P.O. Box 402032, Atlanta, GA 30384-2032.

SERVICES CONTRACT

This Services Contract (the “**Agreement**”) is entered into between Stealth Partner Group, LLC (“**Company**”), and City of Bartlesville [Group Name], [which may include a self-funded group health plan or plans] (“**Group**”) and any such certain self-funded group health plan. Company and Group are sometimes referred to individually as a “**Party**” and collectively as the “**Parties**.” This Agreement is effective July 1, 2024 [Month XX] (the “**Effective Date**”).

RECITALS

WHEREAS, Company provides certain cell and gene therapy related benefits pursuant to a performance guarantee, as set forth in this Agreement (the benefits and structure provided herein are the “**Program**”);

WHEREAS, Group is establishing and maintaining a self-funded group health plan (“**GHP**”) for its employees and dependents;

WHEREAS, Company has contracted with, and may in the future contract with, one or more insurers selected by Company or its affiliates from time to time, to provide coverage to Company under contractual liability insurance policies to indemnify Company for certain of its liabilities associated with the performance guarantee provided under this Agreement (individually and collectively, as applicable, the “**Insurer**”);

WHEREAS, Company may also offer and sell certain contractual liability insurance policies (“**CLIPs**”) issued by insurers selected by Company or its affiliates from time to time including, without limitation, through a liability risk purchasing group, that will reimburse employers and/or their self-funded group health plans, as applicable, for certain cell and gene therapy risk exposures that are assumed by contract by the employers and/or their self-funded group health plans, as applicable (the “**Amwins CLIP Program**”);

WHEREAS, Group would like to participate in the Program; and

THEREFORE, in consideration of the mutual agreements and covenants contained in this Agreement and other good and valuable consideration the receipt of which is acknowledged, the Parties agree to the following:

AGREEMENT

SECTION 1: DEFINITIONS

The following are definitions of terms used in this Agreement. Other terms are defined in Exhibit B to this Agreement or where they are first used in this Agreement. Defined terms are capitalized when used in the defined context.

- 1.1 “**Claim**” means a covered expense that is (i) the responsibility of Company with respect to a Participant under the terms of this Agreement; and (ii) a Participant is diagnosed with a Covered Disease; and (iii) Covered Pharmaceuticals are prescribed with an intent to treat a Covered Disease; and (iv) a covered expense has been approved and Paid by the GHP or its third-party administrator within the Claims Period, and submitted to Company within the Claims Period; and (v) Covered Pharmaceuticals are administered within the Benefit Period, and proof of administration, including date, are submitted to Company.

- 1.2 **"Participant(s)"** means an individual entitled to receive benefits for services under the terms of the GHP at the time services are performed.
- 1.3 **"Paid Claims"** means the amount that Group's third-party administrator has (i) adjudicated pursuant to the terms of the Group's SPD and paid for a Participant's Claim in response to a request for payment of benefits under the GHP; and (ii) the funds are actually disbursed by the GHP prior to the end of the Claims Period. Paid Claim must be unconditional and directly made to the Participant's health care provider(s). Payment will be deemed made on the date the payment is tendered by mailing (or by other form of delivery) a draft or check; and the account upon which the payment is drawn contains, and continues to contain, sufficient funds to permit the check or draft to be honored by the institution upon which it is drawn.
- 1.4 **"Proprietary Materials"** means Company's proprietary and confidential records, documents, lists, books, recorded information, data stored on data processing media, trade secrets, symbols, trademarks, service marks, systems, formats, programs, procedures, protocols, contract forms, pricing data, deidentified data, utilization information, fee schedules, reasonable and customary charges profiles, designs, and business plans.
- 1.5 **"SPD"** means summary plan description and is a written summary of the terms and benefits of the GHP available to Participants. An SPD will not be prepared by Company. A GHP with different benefit plan options may describe those options in one SPD or in separate SPDs for each alternative benefit plan option.
- 1.6 **"Term"** means the period of time this Agreement remains in effect. The initial Term is defined in Section 4.1 of this Agreement, and the Agreement may renew for subsequent twelve (12) month periods, each of which is referred to as a Term. If the Agreement is terminated early for any reason prior to the expiration of a full twelve (12) month period, the shorter period between the first day of the Term and the date the Agreement terminates is the Term.

SECTION 2: RELATIONSHIP OF THE PARTIES

- 2.1 **Company Acting in Ministerial Capacity Only.** Except as may otherwise be expressly provided in this Agreement, the Parties acknowledge and agree that Company is acting solely in a ministerial capacity in performing Company's duties and obligations under this Agreement and will have no fiduciary duties with respect to the administration of the Group's health plan. While Company may facilitate and coordinate the various relationships, Company does not have discretionary authority over the Program. Company will not be responsible for advising Group with respect to their fiduciary duties under the Agreement or from making any recommendations with respect to the investment of GHP assets.
- 2.2 **Company is Not Insuring any Group Liabilities.** Company does not insure or underwrite any liability associated with the GHP and will have no financial risk or liability with respect to the provision of benefits under the GHP, subject to the delivery and acceptance of the Specified Specialty Pharmaceutical Performance Guarantee (defined below).
- 2.3 **Authority.** Group grants Company the authority to serve as an agent of the Group in performing Company's duties under this Agreement, but only those Company duties that are expressly stated in this Agreement or as mutually agreed in writing by the Parties.

- 2.4 **Company is an Independent Contractor.** Company is and will remain an independent contractor with respect to the services being performed under the terms of this Agreement and will not for any purpose be deemed an employee of Group, and Company will not be deemed to be a partner or to be governed by any legal relationship other than that of independent contractor. Company does not assume any responsibility for the general policy design of the GHP, the adequacy of the funding thereof, nor any act, omission, or breach of duty by Group.

SECTION 3: COMPENSATION AND ADOPTION OF BENEFIT DISBURSEMENT TERMS

- 3.1 **Specified Specialty Pharmaceutical Benefit Disbursement Terms.** The Parties hereby incorporate the terms of the Specified Specialty Pharmaceutical Benefit Disbursement Terms ("Disbursement Terms") attached to this Agreement as Exhibit B. The terms of the Disbursement Terms will control the terms of Program and the ability for the Group to receive payment for any Covered Expenses. Group acknowledges that to participate in the Program, Group must place its commercial employer stop-loss policy through Company, and that policy may not exclude or otherwise limit reimbursements for the therapies outlined in Exhibit B.
- 3.2 **Compensation.** Group will pay to Company \$1.99 per covered employee per month to participate in the Program.

SECTION 4: TERM OF AGREEMENT

- 4.1 **Term.** The initial term of this Agreement will commence on the Effective Date and terminate after twelve (12) months, unless terminated sooner as outlined under Section 5.
- 4.2 **Renewal.** After the completion of the initial twelve (12)-month period, this Agreement may renew for an additional twelve (12) month period subject to the execution of a new Agreement

SECTION 5: TERMINATION AND MODIFICATION

- 5.1 **Termination Without Cause.**
- (a) A Party may terminate this Agreement without cause by giving the other Party at least sixty (60) days' prior written notice to the other Party prior to the start of a new Term.
 - (b) Company may terminate this Agreement upon thirty (30) days' written notice to Group if Company has implemented an Amwins CLIP Program, in which case, the Parties will work cooperatively to transition Group over to the Amwins CLIP Program.
- 5.2 **Termination For Cause.** This Agreement terminates, and Company's obligations will cease upon such termination, in accord with any of the following:
- (a) Thirty (30) days after written notice has been given by Company to Group, or by Group to Company, of the breach of any material obligations under this Agreement; provided that such breach has not been cured within such thirty (30) day period. Notwithstanding the foregoing, Group's default in any payment under this Agreement will be subject to termination under Section 5.2(c).

- (b) immediately if Group ceases to be a client of Company in relation to the placement of any purchased stop-loss policy. The termination of this Agreement will be the last day that Company is the general agent for the Group's stop-loss policy.
- (c) upon thirty (30) days' written notice, in Company's sole discretion, if the Group fails to pay:
 - a. Any payment due under this Agreement or any other agreements that are a part of the Program.
 - b. Any administrative fees, charges, or other amounts due to Company under the terms of this Agreement.
- (d) Upon five (5) business days written notice, in Company's sole discretion:
 - a. if the Group assigns this Agreement, unless such assignment had Company's prior approval in writing; or
 - b. if Group is sold (including a sale of substantially all assets of Group) or merges, unless such sale or merger had Company's prior approval in writing. Company will not unreasonably withhold any such approval.
- (e) As of the effective date of any law, regulation, or interpretation of any law or regulation is enacted which prohibits the continuance of this Agreement, as interpreted by Company.
- (f) Immediately, if Group terminates the GHP.
- (g) Within ten (10) days following the occurrence of any of the following if not reversed or cured prior to the expiration of the ten (10) day period:
 - a. a finding or admission that Group or the GHP is insolvent;
 - b. the date that Group or GHP files for protection provided under any bankruptcy law;
 - c. the date that Group or GHP's creditors seek to have Group or GHP declared bankrupt or placed under the protection of a Bankruptcy Court; or
 - d. the date that Group or Group's creditors seek to have a receiver appointed to manage Group's business.

5.3 **Other Rights to Terminate.** Company's right to terminate under this Section 5 will be in addition to and not a limitation of any right to terminate (or right to offset) under any other provisions of this Agreement.

5.4 **Late Payment and Reinstatement.** Any payment received by Company after termination of this Agreement will be deposited for security purposes only and will not be deemed to have been accepted for reinstatement or as an accord and satisfaction. This Agreement will be reinstated only upon the written endorsement of Company and Insurer.

- 5.5 **Modification.** Except as otherwise specifically provided in this Agreement, this Agreement may be modified only by a written agreement signed by an authorized representative of each Party.

SECTION 6: SERVICES

During the Term of this Agreement and any period of run out, Company will support the Group in various stop-loss procurement services and reimbursement of certain gene therapy treatments as set forth in Exhibit A of this Agreement, which includes: (a) stop-loss policy placement; (b) evaluate new drugs; (c) work with program managers and/or actuaries; (d) coordinate with Company on applicable disbursements and reimbursements; and (e) premium collection/remittance. Company's services under this agreement are contingent on the Group procuring a stop-loss policy that does not exclude or otherwise limit access to the treatments and therapies outlined in Exhibit B to this Agreement.

SECTION 7: GENERAL

- 7.1 **Licenses.** Each Party will maintain in good standing, at its own cost, licenses required by all applicable statutes, regulations, and local jurisdictions. Each Party will notify the other Party of its knowledge of any event which might lead to the suspension or revocation of any licenses which relate to this Agreement, or its knowledge of the actual suspension, revocation, lapse or non-renewal of any licenses required of a Party by applicable state law. If a Party fails to obtain and maintain the appropriate licenses or fails to comply with the applicable statutes, the Parties will work in good faith to ensure that any impact to an insured is minimized.
- 7.2 **Compliance with Laws.** Each Party will comply with all applicable federal and state laws, regulations, and local rules that apply to this Agreement, and shall indemnify, defend, and hold the other party harmless for its failure to do so. Further, Each Party will comply with all applicable federal and state laws, rules and regulations governing privacy security, confidentiality, integrity and/or data protection, including but not limited to, as applicable, the Gramm-Leach-Bliley Act of 1999 (GLBA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and regulations issued thereunder, the Health Information Technology for Economic and Clinical Health Act (the "HITECH ACT"), as incorporated in the American Recovery and Reinvestment Act of 2009 and regulations issued thereunder, the Insurance Information and Privacy Protection Act, (IIPPA), any applicable state privacy law. Neither Party shall be liable to the other party for reimbursement of any regulatory or compliance related fine or penalty assessed against the other Party unless such fine and/or penalty is the direct result of a wrongful act of that Party.
- 7.3 **Indemnification.** Each Party hereto agrees to indemnify, defend, and hold harmless the other Party, their directors, officers, and employees from any loss or damage, including reasonable attorney's fees, which solely result from, arise out of or are caused by the indemnifying party's negligence, misconduct, or breach of this Agreement, or from the failure of the indemnifying party to comply with any applicable federal or state laws, rules, or regulations, except to the extent any such loss, damage, or expense is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted directly and solely from the failure of the non-indemnifying Party to act in good faith or its fraud, criminality, or willful misconduct. Each Party hereto agrees to immediately notify the other Party upon receipt of service of process or other notice for any suit or claim. The Party which is to be indemnified shall have the right to approve counsel used to defend said indemnified Party pursuant to this paragraph.

- 7.4 **Limitation of Liability.** Notwithstanding anything in this Agreement to the contrary and any Business Associate Agreement provisions for indemnification and hold harmless related to HIPAA, Group agrees that in no event will it seek to hold Company liable or responsible for amounts related to (i) any claims, for incidental, lost profits, consequential, or any similar damages or lost profits related to the services provided by Company under this Agreement of any kind or (ii) any damages, whether directly in contract, tort or otherwise, or through a claim for indemnity or contribution, in excess of the annual aggregate amount of any fees paid to Company for this engagement in the year the action or inaction leading to the loss first occurs, even if Company has been advised of the possibility of such damages. Notwithstanding the preceding, nothing will prohibit a group from making any claim as against the Performance Guarantee provided in Exhibit B.
- 7.5 **Insurance.** Each Party will obtain, at its own cost, and keep in force adequate policies providing comprehensive general liability and other insurance in amounts consistent with industry standards as may be necessary to insure the Party and its agents and employees against any claim or claims for damages arising out of the performance of its obligations under this Agreement. If any Party procures one or more claims-made policies to satisfy its obligations under this Agreement, the Party will obtain any extended reporting endorsement ("tail coverage") required to continuously maintain such coverage in effect for all acts, omissions, events, or occurrences during the Term of this Agreement, without limit or restriction as to the making of the claim or demand. Evidence of the insurance coverage required under this Section will be made available to a Party upon request.
- 7.6 **Joint Ownership of Records; Confidentiality.** The Parties agree that records and documents that include proprietary information from both Parties and that constitute "protected health information" as that term is defined in 45 CFR 160.103 and that pertain to administration of the GHP will be and remain the joint property of the GHP and Company. All Company Proprietary Materials are the sole property of Company, and all Group and GHP Proprietary Materials are the sole property of the Group and GHP. Each Party will have the right to protect the confidentiality of the Proprietary Materials and will not be required to make such Proprietary Materials available to anyone. Each Party agrees to maintain the confidentiality of any Proprietary Materials the other Party provides, and the Party will not provide any Proprietary Materials to any other person, including any data extracts or summary information, except to the extent such Proprietary Materials have been made available to the public without fault of the Party. In the event of a termination of this Agreement, Company will cooperate with the Group to provide copies of certain requested jointly owned information. Group agrees to reimburse Company for the reasonable cost of such assistance and copies.

In performing its obligations pursuant to this Agreement, each Party may have access to and receive certain non-public information about the other Party and its affiliates which are considered confidential or proprietary to the disclosing Party.

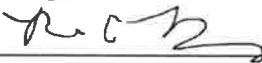
- 7.7 **Records Retention.** Each Party agrees to maintain adequate books and records concerning the services provided hereunder in accordance with applicable laws and prudent standards of insurance record keeping, and further agrees to provide the other Party with necessary reports regarding the services it performs.
- 7.8 **Entire Agreement.** This Agreement, its Addenda and Exhibits supersede and replace all prior oral or written agreements, if any, between Group and Company and is the entire agreement between the Parties.

- 7.9 **Non-Waiver.** The failure or refusal of any Party to enforce or enjoin any breach or violation of any provision of this Agreement will not be a waiver of that Party's right to enforce any subsequent breach.
- 7.10 **Severability.** In the event any one or more of the terms, conditions, or provisions contained in the Agreement or any application thereof is declared invalid, illegal, or unenforceable in any respect by any arbitrator or court of competent jurisdiction, the validity, legality, or enforceability of the remaining terms, conditions, or provisions of this Agreement and any other application thereof will not in any way be affected or impaired thereby, and this Agreement will be construed as if such invalid, illegal, or unenforceable provisions were not contained herein.
- 7.11 **Restriction on Assignment.** No Party will assign or transfer any of its rights, or delegate any of its duties or obligations hereunder, directly or indirectly, without the prior written consent of the other Parties. A Party may, with the prior written consent of the other Parties, assign this Agreement in its entirety to any person or entity, other than a direct competitor of a Party, which acquires the business of the assigning Party or with which the Party merges or is consolidated or affiliated, provided that the permitted assignee agrees in writing to be bound by the terms of this Agreement. Any attempted assignment, transfer, or delegation in violation of this paragraph will be null and void.
- 7.12 **Notices.** Except for endorsements or amendments to this Agreement (which would be effective on the endorsement or amendment effective date), all notices, requests, demands, and other communications required or permitted to be given or made under the Agreement will be in writing and will be effective on the date of actual hard copy receipt (including by confirmed email receipt), and will be sent to Group or Company, as the case may be, to such address, person, or entity as set forth below, or as any Party will designate by notice to the other Parties in accordance herewith.
- 7.13 **Binding Effect.** This Agreement shall be binding on the Parties and their respective heirs, executors, administrators, successors, and assigns. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed, or conditioned.
- 7.14 **Disaster Recovery Plan.** While this Agreement is in effect, each Party, or their designated agent, shall have in place a disaster recovery plan that a Party will implement after a disaster occurs. The plan must outline the necessary steps that the Party will take to completely restore all data related to and business applications needed to resume a Party's responsibilities under this Agreement. The plan must also indicate the number of times a comprehensive test-run will occur annually.
- 7.15 **Choice of Law.** This Agreement is governed by and shall be construed and enforced under the laws of North Carolina. In the event that a Party brings an action under this Agreement, the parties agree that such action will be vested exclusively in the United States District Court for the Western District of North Carolina, or should federal jurisdiction not attach, courts in Mecklenburg County, North Carolina.
- 7.16 **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer on any person, other than the Parties hereto, any right or remedy of any nature whatsoever; and nothing in this Agreement will create, or be deemed to create, any rights, obligations, or legal relationship between Company and any Participant.

7.17 **Force Majeure.** No Party will be deemed to be in violation of this Agreement if it is prevented from performing its obligations by events beyond its control including, without limitation, acts of God, war or insurrection, terrorism, flood or storm, strikes, or rule or action of the government or agency. The Parties will make a good faith effort, however, to assure Participants have access to services under the Program.

7.18 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

Stealth Partner Group, LLC:

Signature: 

Name and Title: Riva Dumeny, COO, Amwins Group Benefits

Date: _____

Address: 4725 Piedmont Row Drive, Ste. 600
Charlotte, NC 28210

Group:

Signature: _____

Name and Title: Dale Cope land, Mayor

Date: 06-03-2024

EXHIBIT A

Schedule of Services

Company's services consist of the following:

- Conduct strategic planning sessions to review performance of Group's stop-loss coverage and establish future objectives and strategies to manage Group's stop-loss coverage to which this Agreement applies.
- Meet with the Group's key designated representatives to discuss strategy and open items.
- Develop mutually agreeable renewal action plan and timeline that meets the Group's stated objectives.
- Keep the Group informed of significant changes and/or trends in the stop-loss marketplace.
- Analyze factors driving Group's stop-loss costs, and review utilization reports to determine causes of cost increases and develop mitigation strategies for the same.
- Benchmark various gene therapy treatments and evaluate the addition of new drugs and therapeutics for inclusion within the program.
- Coordinate with actuaries to ensure accurate and appropriate pricing for the therapies and program costs.
- Collect, validate, and submit all payments under the Program to Company per the terms of the contractual liability insurance policies and this Agreement. The Company will then remit payment, minus retail broker compensation and Company fees, to Insurer.
- Lead Program claim presentation process. Prior to submission of a Paid Claim to Company for payment, Company will review the claim to ensure that it is accurate and appropriate for submission. Company may work with the GHP and its third-party administrator to ensure that each claim is appropriate for submission.
- Ensure proper distribution of reimbursement under the Program. Only after Company receives a payment from the Insurer, will Company remit payment to the appropriate beneficiary (typically the Group or the Group's stop-loss carrier). Company will not be responsible for any distributions or reimbursements unless the same are received from the Insurer. Company makes no representation as to the financial viability or security of Insurer.

EXHIBIT B

Specified Specialty Pharmaceutical Benefit Disbursement Terms

Capitalized terms used herein shall have the same meaning as contained in the Services Contract or, if not defined therein, as defined in this Exhibit B.

DATE OF COVERAGE :

July 1, 2024 [Month XX, 2024]

Group Health Plan Name and Address:

City of Bartlesville
401 S Johnstone Ave
Bartlesville, OK 74003

[Group Name]
[Group HQ Street]
[Group HQ City, State, Zip Code]

PREPARED BY:

Stealth Partner Group, LLC

PROGRAM STRUCTURE

Where Group Health Plan ("Group") funds the program as outlined herein.

PROPOSED AGREEMENT TERM AND CONDITIONS:

The term will begin on July 1, 2024 [Month XX, 2024] for a twelve-month period at the principal address of the Group. The term will utilize a first dollar risk structure and allow for a run out period equal to twelve (12) months from the date that the Group attaches to the underlying Agreement.

CLAIM BASIS:

Eligible "Covered Expenses" are:

- a. Covered Pharmaceuticals that are prescribed and administered to a Participant Diagnosed with a Covered Disease with the intent to treat the Covered Disease and the Covered Pharmaceutical is dispensed from a pharmacy and provider both approved by the Insured for a Covered Plan and is initially administered during the applicable Treatment Period;
- b. Prescribed and administered to a Participant born within the Agreement Period or Run-In Period, if applicable, provided they do not have an existing diagnosis for a Covered Disease;
- c. Insured, approved, and funded by the GHP during the applicable Benefit Period; and
- d. Submitted to Company within the Claims Period.

The Benefit Period for a Covered Pharmaceutical shall be based on the following: Agreement Year; and Treatment Period; and Claims Period:

The Treatment Period in the case of Covered Pharmaceutical Zolgensma® will commence on the first day of the Agreement Year and will end twelve (12) months following the expiration of the Agreement Year, provided that the Participant is born within the Agreement Year and the Covered Pharmaceutical is initially administered to a Participant within the Treatment Period.

The Treatment Period in the case of Covered Pharmaceutical Luxturna® will commence on the first day of the Agreement Year and will end twelve (12) months following the expiration of the Agreement Year, provided that the Participant is diagnosed within the Agreement Year and the Covered Pharmaceutical is initially administered to a Participant within the Treatment Period.

The Treatment Period in the case of Covered Pharmaceutical Spinraza® will commence on the first day of an Agreement Year and will end twenty-four (24) months following the expiration of the Agreement Year, provided that the Participant is born within the Agreement Year and the Covered Pharmaceutical is initially administered to a Participant within the Treatment Period.

The Treatment Period in the case of Covered Pharmaceutical Zynteglo® will commence on the first day of the Agreement Year and will end twelve (12) months following the expiration of the Agreement Year, provided that the Participant is diagnosed within the Agreement Year and the Covered Pharmaceutical is initially administered to a Participant within the Treatment Period.

The Treatment Period in the case of Covered Pharmaceutical Skysona® will commence on the first day of the Agreement Year and will end twelve (12) months following the expiration of the Agreement Year, provided that the Participant is diagnosed within the Agreement Year and the Covered Pharmaceutical is initially administered to a Participant within the Treatment Period.

The Claims Period will commence on the first day of the Agreement Year and will end twenty-four (24) months following the expiration of the Agreement Year. Claims for Covered Pharmaceuticals administered in the applicable Treatment Period must be paid and submitted to Company within the Claims Period.

Solely with respect to individuals treated with the Covered Pharmaceutical Zolgensma or Spinraza, Participants shall also include individuals born within the Run-In Period; provided they do not have an existing diagnosis for Covered Diseases, in which case, each of the Agreement Year, Treatment Period and Claims Period are deemed to include the period between the Run-In Period and the date of such Participant's birth. The "Run-In Period" is the ninety (90) day period immediately prior to (1) the commencement for the initial Agreement Year or (2) the date a Participant is first covered by a Covered Plan during the Agreement Year.

COVERED PLANS:

As used herein, "Covered Plans" means Commercial Employer Stop Loss Policies that include coverage for the Covered Pharmaceuticals (and are produced by Stealth Partner Group, LLC)

All other population types are excluded unless specifically listed above.

RETENTION AND LIMITS

100% of Net Loss per Participant

Spinal Muscular Atrophy ("SMA") Type 1 and Type 2

COVERED DISEASES, COVERED PHARMACEUTICALS & MAXIMUMS

COVERED DISEASES	COVERED PHARMACEUTICALS	MAXIMUM PAYABLE PER PARTICIPANT PER BENEFIT PERIOD
Spinal Muscular Atrophy ("SMA") Type 1 and Type 2	<ul style="list-style-type: none"> • Zolgensma • Spinraza 	\$2,200,000
Leber Congenital Amaurosis ("LCA")	<ul style="list-style-type: none"> • Luxturna 	\$850,000
Cerebral adrenoleukodystrophy ("CALD")	<ul style="list-style-type: none"> • Skysona 	\$3,000,000
Transfusion Dependent Beta Thalassemia ("TDT")	<ul style="list-style-type: none"> • Zynteglo 	\$2,800,000

EXCLUSIONS:

1. Liabilities for a Covered Disease diagnosed and prescribed a Covered Pharmaceutical prior to the Agreement Year.
2. Solely with respect to Covered Pharmaceuticals Zolgensma and Spinraza, Covered Expenses for a Participant born prior to the Agreement Year or, if applicable, the Run-In Period.
3. Solely with respect to Covered Pharmaceuticals Luxturna®, Zynteglo® and Skysona®, Covered Expenses for a Covered Person Diagnosed with a Covered Disease prior to Agreement Year.
4. Expenses for Covered Pharmaceuticals that are administered "off-label" or outside of the proposal approved by the Food & Drug Administration (FDA). Approved indications are defined as the following and additional exclusions may apply:
 - a. Zolgensma - FDA U.S. Food and Administration Vaccines, Bloods and Biologics. Zolgensma Prescribing Information. Version: May 2019 <https://www.fda.gov/media/126109/download> [Accessed July 2020].
 - b. Luxturna - FDA U.S. Food and Drug Administration Vaccines, Bloods and Biologics. Luxturna Prescribing Information. <https://www.fda.gov/media/109906/download> [Accessed July 2020].
 - c. Spinraza - FDA US Food and Drug Administration. Drugs@FDA FDA-Approved Drugs. Spinraza Prescribing Information. Version: June 2020 https://www.accessdata.fda.gov/drugsatfda_docs/label/2020/209531s0101bl.pdf [Accessed July 2020].
 - d. Zynteglo® - FDA U.S. Food and Administration Vaccines, Bloods and Biologics. ZYNTÉGLO® Prescribing Information. Version: August 2022 <https://www.fda.gov/media/160991/download> [Accessed April 2023].
 - e. Skysona® - FDA U.S. Food and Administration Vaccines, Bloods and Biologics. SKYSONA® Prescribing Information. Version: September 2023 <https://www.fda.gov/media/161640/download> [Accessed April 2023].
5. Expenses for Spinraza® initially approved for a Participant over two years of age.
6. Covered Expenses incurred while the Covered Plan is not in force for the Participant, or for a person not covered under the Covered Plan.
7. Deductibles, co-payment amounts, or any other expenses which are not payable under the terms of the Covered Plan or expenses which are payable by the Covered Plan, or to the Covered Plan from any other source.
8. Extra-contractual Obligations / Expenses resulting from any extra or non-contractual damages or legal fees and expenses for the defense thereof, or any fines or statutory penalties.
9. Legal expenses of any kind or description, including legal expenses related to or incurred for the confinement of a Participant or any compulsory process to adopt, abstain from, or cease to continue a particular mode of treatment, care, or therapy.
10. Expenses arising out of, caused by, contributed to or in consequence of war, declared or undeclared, or any act or hazard of such war.
11. Claim payments not administered or paid according to the Covered Plan, or for which there is no documented proof of loss, unless the payment was authorized in writing by the Company.

12. Unless approved by Insurer, business derived from any pool, association, including joint UW associations, syndicate, exchange, plan, or other facility directly as a member, subscriber, or participant, or indirectly by way of insurance or assessments, unless otherwise indicated in the Covered Plan section above.
13. Solely with respect to Covered Plans providing benefits pursuant to Medicaid, amounts otherwise included in the definition of Covered Expenses by virtue of the inclusion of the "Run-In Period" to the definition of the Agreement Year, Benefit Period, Claims Period, Covered Person, and/or Treatment Period.
14. Assumed Insurance
15. Excess Policy Limits
16. Ex-Gratia Payments
17. Covered Expenses incurred after a GHP stop loss policy terminates due to non-payment of premium unless the Insurer authorizes reinstatement of the policy in writing.
18. Covered Expenses that constitute reimbursable benefits under a separate stop loss or excess loss policy between the Insurer and covered plan.

Specified Specialty Pharmaceutical Performance Guarantee

1. **In consideration of the benefits and obligations of the respective Parties under this Agreement, Company guarantees that Group's funding of its Specified Pharmaceutical Benefit Plan as described herein shall not require additional funding from what is specified in Section 3 of the Services Contract to which this Exhibit B is also attached.**
2. This Performance Guarantee is subject to cancellation or revision prior to the acceptance of the guarantee pursuant to Section 7 below.
3. Company will collect such appropriate fees and costs as outlined in this Agreement and will distribute such disbursements and applicable reimbursements as necessary for the administration of the Program. Company will distribute any applicable disbursements and reimbursements only after it receives such disbursements and reimbursements from the Insurer as they are defined in the Agreement and will not be liable or responsible to any party for such disbursements and reimbursements unless they are actually received.
4. After diligent and complete review, all the information provided and/or to be provided as requested in this Performance Guarantee to evaluate the risk is true and complete; that any agreement issued is in reliance upon the truth of such statements, declarations, and representations; and that such statements, declarations, and representations will form a part of the Agreement.
5. Group will cooperate in any requests for information including, but not limited to, the validation of any claim or request for disbursement. Any inaccuracy known by the Group or the Group's broker at the time of providing such information or failure to disclose any such known information, including all claims or potential claims, paid or pending, can change the terms, conditions, or premiums, or can void applicability.
6. Nothing herein, express or implied, is intended to confer to any person, other than the parties hereto, any right or remedy of any nature whatsoever; and nothing will create, or be deemed to create, any rights, obligations, or legal relationship between the parties.
7. The receipt of the first month's funding and deposit of any check drawn in connection with this Performance Guarantee shall constitute an acceptance of liability.

Upon receipt and acceptance of the following items, the guarantee will be effective for all Participants not explicitly excluded by the Exclusion criteria herein:


1. First month's funding, and
2. Fully executed copy of this Performance Guarantee

All Participants enrolled in the Covered Plan and meeting the eligibility definitions are covered.

The guarantee provided herein is based upon information provided by the Group or the Group's broker. Upon signing this Performance Guarantee, the guarantee is effective as of the beginning of the Agreement Term. In the event of any differences in terms between the Performance Guarantee and the Agreement, the Agreement language will supersede this Performance Guarantee. This Performance Guarantee will become part of the Agreement when issued.

By signing below, the Group's representative agrees to the terms as stated herein and warrants they are duly authorized to execute this acceptance on behalf of the Group:

Stealth Partner Group, LLC:

Signature: 

Name and Title: Riva Dumeny, COO, Amwins Group Benefits

Date: _____

Group:

Signature: _____

Name and Title: Dale Copeland, Mayor

Date: 06-03-2024

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Enter into a lease agreement with BMI Aviation to store 1 Socata TB21 aircraft in Hangar 8 at the Bartlesville Municipal Airport.

Attachments:

City of Bartlesville/BMI Aviation Lease Agreement

II. STAFF COMMENTS AND ANALYSIS

Month-to-Month lease agreement at fair market value.

III. BUDGET IMPACT

Revenue: \$250.00 monthly or \$3,000 Annually

IV. RECOMMENDED ACTION

Staff recommends entering into a lease agreement with BMI Aviation.

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

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

RECITALS:

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

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

WITNESSETH:

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

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

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

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

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

3. Term. This Agreement shall be effective for an initial term of one (1) month Commencing the 1st day of June, 2024, and ending on the 30th day of June, 2024, and shall continue in effect from month to month thereafter unless and until terminated by notice given to either Party by the other at least thirty (30) days in advance of said termination. Neither Lessor nor Lessee shall have any liability to each other for any such termination.

4. Rent. Lessee, in consideration of the mutual promises and covenants contained in this Agreement, does covenant and agree with the City of Bartlesville to pay its rent for said leased property in the sum of Two hundred fifty and NO/100 Dollars (\$250.00) per calendar month. All such payments shall be made to Lessor, at the following address:

City of Bartlesville
401 S Johnstone
Bartlesville, OK 74003

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Lessee: BMI Aviation
PO Box 965
Independence, KS 67301

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

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

Date: _____

ATTEST:

City Clerk
APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

BMI Aviation

By: B.R. Bole
Print Name: Byron R. Bole
Title: PRESIDENT

Date: May 15, 2024

Exhibit "A"
(Description of Leased Premises)

Approx 900 sq. ft. within Hangar 8 located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Enter into a lease agreement Phoenix Rising Aviation Inc. to lease South Hangar 1 at the Bartlesville Municipal Airport.

Attachments:

City of Bartlesville/Phoenix Rising Inc. Lease Agreement

II. STAFF COMMENTS AND ANALYSIS

One year lease agreement at fair market value.

III. BUDGET IMPACT

Revenue: \$3,000 monthly or \$36,000 Annually

IV. RECOMMENDED ACTION

Staff recommends entering into a lease agreement with Phoenix Rising Aviation Inc.

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

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

RECITALS:

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

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

WITNESSETH:

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

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

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

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

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

3. Term. This Agreement shall be effective for an initial term of one (1) year Commencing the 1st day of June 2024, and ending on the 1st day of June, 2025, and shall continue in effect from month to month thereafter unless and until terminated by notice given to either Party by the other at least thirty (30) days in advance of said termination. Neither Lessor nor Lessee shall have any liability to each other for any such termination.

4. Rent. Lessee, in consideration of the mutual promises and covenants contained in this Agreement, does covenant and agree with the City of Bartlesville to pay its rent for said leased property in the sum of \$3,000 and NO/100 Dollars (\$3,000.00) per calendar month. All such payments shall be made to Lessor, at the following address:

City of Bartlesville
401 S Johnstone

Bartlesville, OK 74003

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

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

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

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

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

NEGLIGENCE OR FAULT (WHETHER IMPOSED BY STATUTE, RULE, REGULATION OR OTHERWISE) OF THE INDEMNIFIED PARTIES, EXCEPT TO THE EXTENT CAUSED BY THE INDEMNIFIED PARTIES' WILLFUL MISCONDUCT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. Exclusions. The East-West, North Hangar lean-to area within hangar 1 (approximately 11' X 86'- 946Sq. Ft.) consisting of 4 separate divided rooms shall be excluded from leased premises and utilized by the operator to conduct airport operations.

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

Lessee: _____

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

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

Date: _____

ATTEST:

City Clerk
APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

By: _____
Print Name: _____
Title: _____

Date: _____

Exhibit "A"
(Description of Leased Premises)

Hangar 1- Hangar Bay approx. 113' X 86' 9,718 Sq. Ft. and East-West South Lean-to approx. 11' X 86' approx.. 946 Sq. Ft. located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Enter into a Location Facilities Agreement with Sarah's Oil LLC for 1500 sq. ft inside South Hangar 2 at the Bartlesville Municipal Airport.

Attachments:

Sarah's Oil LLC/ City of Bartlesville - Location Facilities Agreement.

II. STAFF COMMENTS AND ANALYSIS

Initial agreement term: May 24th-July 3rd 2024 in the amount of \$2,730

III. BUDGET IMPACT

Revenue: Initial term revenue: \$2,730

IV. RECOMMENDED ACTION

Staff recommends entering into the Location Facilities Agreement with Sarah's Oil LLC.

LOCATION FACILITIES AGREEMENT (NON-FILMED LOCATION)

Name of Production ("Picture"): Motion picture currently entitled "Sarah's Oil"

Name of Production Company: Sarah's Oil, LLC

Address of Property: 401 NW Wiley Post Rd _____
("Premises") Bartlesville, OK 74003 _____

This Location Facilities Agreement ("Agreement") is dated as of 05.24.29 and entered into by Sarah's Oil, LLC ("Lessee") and City of Bartlesville ("Lessor") in connection with the Premises. The terms and conditions follow:

1. Lessor hereby grants to Lessee the right to bring personnel, vehicles and equipment onto Premises and to remove same. Lessee will have the right to possess said Premises on or about May 24th 2024 and may continue in possession thereof (subject to change and/or extension on account of weather conditions or revisions to the production schedule) until the completion of all work, estimated to require about July 3rd 2024.
2. Lessee agrees to pay as rental for said Premises (provided Lessee actually does enter and remain upon said Premises, which Lessee is not required to do) a total of two thousand seven hundred thirty dollars (\$2,730.00).
3. Lessee agrees to hold Lessor harmless from any third party claims for damage or injury arising during Lessee's occupancy of the Premises and caused by Lessee's negligence, and to leave the Premises in as good order and condition as when received by Lessee, reasonable wear, tear, force majeure and permitted use excepted.
4. Lessor hereby warrants and represents that the right to use and occupy said Premises is under the exclusive control of Lessor and Lessor has full right and authority to enter into this Agreement and to grant the rights herein granted, and that no one else's permission is required. Lessor agrees to indemnify and hold Lessee harmless from all claims made against Lessee as a result of Lessor's breach of the representations contained in this paragraph, including attorney's fees. In the event of any claim by Lessor against Lessee, whether or not material, Lessor shall be limited to Lessor's remedy at law for monetary damages, if any, and Lessor shall not be entitled to enjoin, restrain or interfere with the advertising, publicizing, exhibiting or exploitation of the Picture.
5. Lessor shall be required to submit in writing to Lessee a detailed list of any and all damages of the Premises that Lessor alleges Lessee caused ("Claim"). Such Claim shall be submitted to Lessee within 48 hours after the completion of use of the Premises by Lessee. Lessor shall then authorize Lessee's representatives' entry onto the Premises to inspect and assess the damages pursuant to the Claim. If Lessee acknowledges responsibility for said damages, Lessee shall be given the opportunity to either correct the damage or make restitution in a timely manner. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LESSOR HEREBY WAIVES ALL CLAIMS AGAINST LESSEE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES.
6. This Agreement will be governed and construed in accordance with the internal laws of the State of Oklahoma applicable to contracts entered into and fully to be performed therein. The parties consent and agree to the exclusive jurisdiction and venue of the state and federal courts having jurisdiction over Washington County, Oklahoma, with respect to any action that any party desires to commence arising out of or in connection with this Agreement or any breach or alleged breach of any provision of this Agreement. The parties waive any objection

to such venue, any claim that any state or federal court of Oklahoma is an inconvenient forum and further waive any right, in any state of federal court proceeding to jury trial, and the parties agree that there will be no jury trial in the event of a dispute between them with respect to any action that any party desires to commence arising out of or in connection with this Agreement or any breach or alleged breach of any provision of this Agreement.

7. This Agreement is entered into as of the date indicated below, represents the entire agreement between the parties, and may be amended only in writing signed by the parties. Faxed or any electronic signatures hereon shall be deemed originals for all purposes.

ACCEPTED AND AGREED:

Signature of Owner and/or
Authorized Agent ("Lessor")

Print Name

Date: _____

Sarah's Oil, LLC ("Lessee")

By: _____

Title: _____

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to approve the amended Washington County SPCA contract.

Attachments:

1. Amended Washington County SPCA Contract

Section III FEES

- a. To pay the WCSPCA the sum of one hundred fifty thousand and 00/100 dollars (\$150,000) annually for the care of up to 1,500 animals. The City shall pay said sum in monthly installments of twelve thousand five hundred and 00/100 dollars (\$12,500) commencing as of the effective date of this agreement. Due on or before the last business day of the month following services performed.

Section IX MISCELLANEOUS

- c. This agreement may be terminated without cause or penalty if a sixty-day written notice is provided by either party.

II. STAFF COMMENTS AND ANALYSIS

The Bartlesville Police Department believes the attached amended Washington County SPCA contract is a step needed in working together towards a common goal to run the City pound.

III. RECOMMENDED ACTION

Staff recommends that the Council review and approve the amended Washington County SPCA contract.

**AGREEMENT
WASHINGTON COUNTY SPCA and CITY OF BARTLESVILLE**

This AGREEMENT by and between the WASHINGTON COUNTY SPCA, INC. (hereinafter "WCSPCA"), and the CITY OF BARTLESVILLE, OKLAHOMA, municipal corporation, (hereinafter "City").

WHEREAS, the WCSPCA is a non-profit corporation which owns and operates an animal shelter in Washington County, Oklahoma, and

WHEREAS, the City is desirous of contracting with the WCSPCA for the operation and maintenance of an animal impound facility for the benefit of the City, and the City is desirous of contracting with the WCSPCA for the purpose of providing said facilities, and

WHEREAS, the City is desirous of having the WCSPCA perform other services in connection with animal control and welfare, and the WCSPCA is willing to perform the same.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the parties agree as follow:

Section I SERVICES AND RESPONSIBILITIES

A. The WCSPCA shall:

- a. Provide facilities for the benefit of the City which are fully suitable to serve the needs of the City for the purpose of providing shelter of all lost, injured and stray dogs or cats located within the city limits of Bartlesville, Oklahoma that have been brought to the WCSPCA's facility by individual citizens or City's Animal Control Officers or that have been born from a City Animal while in the care of the WCSPCA. WCSPCA personnel will make every effort to ensure that animals brought in to the shelter originate in Bartlesville. Individuals bringing animals to the shelter will be required to produce a Driver's license or other form of identification listing a Bartlesville address.
- a. Accept all dogs and cats delivered to it by the City's Animal Control Officers or other agents of the City and shall provide said animals with:
 - a. Shelter,
 - b. Food and water,
 - c. Vaccinations: DAPP (Distemper, Hepatitis (CAV-2), ParaInfluenza, Parvovirus) and Bordetella
 - d. Flea and Tick Treatment
 - e. Posting of individual animal's information on the WCSPCA's website until otherwise disposed of pursuant to City Code or this Agreement.

- f. Provide a monthly report to the City.
- g. Issue intact permits and be allowed to retain the fees for such permits.
- h. Encourage pet owners reclaiming intact pets to spay or neuter their pets.
- i. Provide information on City License requirements, the importance of tagging and/or microchipping their pet and keeping the animals current on vaccinations.

B. The City shall:

- a. Be responsible under applicable ordinances for apprehending any dog or cat running at large within the limits of the city and shall insure that all of these animals seized by its agents are delivered promptly to the WCSPCA to be impounded as "City Animals" under the control and custody of the WCSPCA.
- b. Provide the WCSPCA with printed material or an electronic version of language used in the City's licensing and intact permitting requirements/ordinance.
- c. Provide the WCSPCA with an electronic copy of the City's logo for use on the WCSPCA's website and applicable printed materials.
- d. Pick up the bodies of all euthanized animals (picked up as part of this contract) twice weekly or as needed for disposal.

Section II TERM OF AGREEMENT

This Agreement shall be effective as of July 1, 2024 and shall remain in full force and effect until June 30, 2025. If either party wishes to not renew this Agreement for an additional term, they must provide written notice to the other party no later than sixty days before the Agreement's expiration date.

Section III FEES

In payment for the shelter and services provided by the WCSPCA pursuant to Section I A. of this Agreement, the City agrees:

- a. To pay the WCSPCA the sum of one hundred fifty thousand and 00/100 dollars (\$150,000) annually for the care of up to 1,500 animals. The City shall pay said sum in monthly installments of twelve thousand five hundred and 00/100 dollars (\$12,500) commencing as of the effective date of this agreement. Due on or before the last business day of the month following services performed.
- b. To allow the WCSPCA to retain the animal reclamation fees for each and every animal reclaimed by its owner.
- c. To allow the WCSPCA to be the sole issuer of intact permits and be allowed to retain the fees for said permits.

- d. To allow the WCSPCA to retain the city license fee for each animal license sold by WCSPCA, which can be in the form of a metal tag or microchip.
- e. The City will pay the WCSPCA one hundred ten (\$110) and 00/100 dollars for every animal delivered to the shelter during the term of this agreement that exceeds the total of 1,500 provided for in Section III Paragraph A of this Agreement.
- f. The WCSPCA shall invoice all other charges, fees or reimbursements due to the WCSPCA under the terms of this Agreement monthly.

Section IV RECORDS

- a. The WCSPCA will keep complete and accurate books and records of all animals delivered to it on behalf of the City, hereinafter referred to as "City Animals," and will identify and track City Animals delivered to it by the City for a period of Four (4) days from the date of delivery, and during such period of time, City Animals will be deemed property of the City. During this period, for each and every animal reclaimed by its owner, the WCSPCA shall collect a reclaim fee. Such Reclaim Fee is to be set by the City. At the expiration of Four (4) days from the date of delivery, each unclaimed City Animal shall become the property of the WCSPCA and will be referred to as a WCSPCA Animal and shall be subject to rules and procedures of the WCSPCA.
- b. A complete report shall be prepared and maintained by the WCSPCA and will be delivered to the City no later than the tenth day of each month. Such report shall indicate the number of animals delivered to the WCSPCA by the City, the number reclaimed by the owner; the fees collected for reclamation, and include other information for the preceding month.
- c. The books, records, and premises of the WCSPCA shall be open to inspection by any City official during the WCSPCA's regular business hours, and at such other times as may be agreed to by the WCSPCA's Shelter Manager/Executive Director and or any member of the Executive Committee of the Board of Directors. Any and all such inspections shall be conducted in the presence of at least two WCSPCA representatives as listed above.

Section V IMPOUNDMENT

- a. Where City ordinance requires the quarantine of an animal which bites, and if such animal is detained at the WCSPCA shelter, the City shall pay a fee of Twenty five Dollars (\$25.00)

per day after the initial four days to the WCSPCA to cover care and feeding for each day of retention.

- b. When the City requires the impoundment of an animal for pending legal cases, the City shall:
 - 1. Pay the WCSPCA a fee of Twenty five dollars (\$25.00) per day after the initial four days for each day the animal is impounded.
 - 2. Reimburse the WCSPCA for any actual veterinary expenses connected with the necessary treatment of the condition for the animal and for unusual maintenance costs, if any. These expenditures have to be preapproved by the City Manager's designees and will be capped at \$500.
 - 3. Indemnify and hold harmless the WCSPCA when it is determined that it would be inhumane to maintain the animal and the animal is in turn euthanized.

Section VI LEVEL OF PERFORMANCE

- a. The WCSPCA shall at all times in performance of its duties under this Agreement operate in accordance with the highest standards practiced by humane organizations, consistent and commensurate with the facilities and services at its disposal. All personnel, employees and volunteers involved in any way in the handling of any animals in the WCSPCA shelter, or in performing the administrative practices related thereto, shall at all times act in a manner that will reflect the maximum conscientious care and attention that can be given such animals within the limitations of the facilities available and that project a positive image for the City.
- b. The WCSPCA agrees to maintain the following minimum standards:
 - 1. Animals will be fed at least once a day or as often as the age and condition of the animals require.
 - 2. Fresh water will be provided daily and at other times as needed.
 - 3. Dog runs will house compatible adult dogs of the same sex, unless unusual intake of animals requires other temporary arrangements.
 - 4. All cat cages will have a litter box.
 - 5. All cages and runs will be cleaned each morning with droppings to be removed periodically during the day as necessary. When an animal is removed from particular run or cage, such facility will be cleaned and disinfected before another animal is housed in the same facility.

- c. The WCSPCA may, in its sole judgment, determine whether a City Animal is too seriously injured or ill to justify medical treatment. Where the immediate health of an animal is precarious or the animal is suffering, or for any reason whatsoever that it would be inhumane to maintain the animal, or if the animal constitutes a threat to the WCSPCA staff or to other animals, the WCSPCA Euthanasia Technicians are authorized to euthanize such animal.
- d. Feral cats are not subject to the minimum four (4) day limit and may be euthanized or relocated at the discretion of the WCSPCA staff.
- e. The WCSPCA shall employ humane methods of euthanasia should it determine, in its sole judgment, that euthanasia is necessary.
- f. WCSPCA personnel shall exercise all possible caution to keep unhealthy animals or animals otherwise unsuitable for adoption from being made available to the public.
- g. The WCSPCA agrees that no animal may be released to adoptive recipient from the WCSPCA without said animal having been spayed or neutered.
- h. The WCSPCA agrees to maintain reasonable business hours in order to allow owners to reclaim City Animals.

Section VII COOPERATION

- a. The parties acknowledge that each shall use all reasonable efforts to affect the purposes of this Agreement. In this respect, the WCSPCA agrees to supervise and train its management and staff in animal care techniques and to monitor its employees for quality control and professionalism.
- b. The parties hereto agree that City personnel assigned to the City's Animal Control functions will perform such reasonable duties at the WCSPCA shelter with respect to City Animals only as may be requested by the WCSPCA and approved by the City Manager or City Managers Designee. City personnel when on the premises should follow WCSPCA safety procedures.
- c. The City shall be sole interpreter of its rules, regulations, and ordinances regarding animal control, licensing, impoundment and disposal of animals within the City.
- d. The City and the WCSPCA jointly agree to provide mutual assistance in non-designated areas that will control costs, improve efficiency and effectiveness. When needed, this assistance will be jointly approved by the City Manager or City Manager's Designee and the Executive Committee of the Board of Directors of the WCSPCA.

Section VIII INDEMNIFICATION

- a. The City shall indemnify and hold harmless the WCSPCA for any claims arising out of the City's negligence or error in catching, detaining, processing, documenting, or delivering any animal to the WCSPCA.
- b. The WCSPCA shall indemnify and hold harmless the City for any claims arising out of the WCSPCA's or personnel negligence or error in detaining, processing, documenting, treatment, the process of euthanizing, or adoption of any animal under this Agreement, and the subsequent transfer of ownership of any such animal.

Section IX MISCELLANEOUS

- a. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any relating to the subject matter hereof.
- b. Should litigation be commenced between the parties for breach of this Agreement, the prevailing party shall be awarded its reasonable attorney fees in connection with the litigation. However both parties agree to first use all reasonable efforts to mediate their differences. This agreement is entered into its requirements shall for all purposes be construed according to the laws of the state of Oklahoma.
- c. This agreement may be terminated without cause or penalty if a sixty-day written notice is provided by either party.

Entered into this ____ day of June, 2024.

The WASHINGTON COUNTY SPCA:

President

Attest:

Secretary

The CITY:

Mayor

Attest:

City Clerk

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approval of a contract with Haynes Equipment to install a replacement filter aide chemical feed system at the water treatment plant.

Attachments:

Short Form Contract and Contractor Quotes

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

One of the capital projects this fiscal year, through the water plant's operational fund, is to replace a filter aide chemical feed system at the water plant. This chemical feed system consists of a mixing and injection system that integrates into the water plant's SCADA system to deliver the desired dosage of chemical into the filtration system.

Staff has reached out to three (3) regional contractors for this work and received the following quotes.

Haynes Equipment (Oklahoma City, OK)	\$66,055.00
Environmental Improvements (Edmond, OK)	\$97,600.00
Broken Arrow Electric (Broken Arrow, OK)	No bid

III. BUDGET IMPACT

\$100,000 is allocated toward the replacement of this chemical feed unit. The low bid, \$66,055.00 from Haynes Equipment, is within the available budget.

IV. RECOMMENDED ACTION

Staff recommends awarding the contract to install a replacement filter aide chemical feed system to Haynes Equipment in the amount of \$66,055.

CITY OF BARTLESVILLE
SHORT FORM CONSTRUCTION CONTRACT

THIS AGREEMENT, made this 3rd day of June, 2024, by and between Haynes Equipment Company hereinafter called "Contractor", and the City of Bartlesville, Oklahoma, hereinafter called "City".

WITNESSETH, that the Contractor and the City, for considerations hereinafter named, agree as follows:

1. SCOPE OF WORK. The project shall include all labor, equipment, materials and expense necessary to install a filter aid polymer unit including all plumbing, and electric connections as well as integrating the new unit into the existing SCADA system at the water plant..
2. TIME OF COMPLETION. Installation and restoration shall be complete by October 4, 2024.
3. CONTRACT SUM. The City will pay the Contractor for the performance of this contract based on the quoted lump sum price totaling (\$66,055.00). This contract amount may be amended by written agreement of the parties if additional work is added for repairs to the structure and footings.
4. ACCEPTANCE AND PAYMENT. Payment will be made by the City for the fabrication of the equipment prior to delivery of the equipment in accordance with the manufacturers conditions, with the balance of payment once the unit is installed, operational and accepted, subject to the provisions of Paragraph 11 and 14 of the General Conditions. Partial payments will be allowed based on percent of work complete at the time of request.

GENERAL CONDITIONS

1. CONTRACT DOCUMENTS. The Contract includes the Agreement and its General Conditions, and any additional written directives from the Engineer. The intent of these documents is to include all labor, materials, equipment, and services of every kind necessary for the proper execution of the work, and the terms and conditions of payment therefore. The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.
2. DEFINITIONS. "City" shall refer to the Director of Water Utilities or other designated administrative official of the City of Bartlesville.
3. MATERIALS, EQUIPMENT, EMPLOYEES. Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools, water, power, and other items necessary to complete the work. Unless otherwise specified, all materials shall be new. Workmanship and materials shall be of superior quality and acceptable to the City. All workers shall be skilled in their trades.
4. SURVEY, PERMITS AND REGULATIONS. The City will furnish all surveys and layouts

CITY OF BARTLESVILLE
SHORT FORM CONSTRUCTION CONTRACT

unless otherwise specified. Easements and rights-of-ways will be secured and paid for by the City. The Contractor shall comply with all laws and regulations applicable to the work and shall notify the City if the drawings or specifications are at variance therewith.

5. PROTECTION OF WORK, PROPERTY AND PERSONS. The Contractor shall adequately protect the work, adjacent property, and all persons in accordance with all laws and regulations. The Contractor shall be completely responsible for any damage or injury due to his acts or negligence. Damage caused by carelessness, neglect, negligence or that is outside the defined work area will be the Contractors sole responsibility to correct.
6. ACCESS TO WORK. The Contractor shall permit and facilitate observation of the work by the City or his agents at all times. The contractor shall coordinate all required inspections with the appropriate code inspecting agent.
7. CHANGES IN WORK. The City may order changes in the work, with any adjustment of the Contract Sum by mutual agreement of the parties. All such orders and adjustments shall be in writing. Claims by the Contractor for extra cost shall be made in writing to the City before executing the work involved.
8. CORRECTION OF WORK. The Contractor shall correct any work determined by the City not to conform to the requirements of the contract.
9. CITY'S RIGHT TO TERMINATE CONTRACT. Should the Contractor fail to prosecute the work properly, or to perform any provision of the contract, the City, after seven (7) days' written notice to the Contractor may, without prejudice to any other remedy it may have, complete the work by such means as it sees fit. If the unpaid balance of the contract price exceeds the expense of completing the work, such excess will be paid to the Contractor. If such expense exceeds the unpaid balance, the Contractor shall pay the difference to the City.
10. CONTRACTOR'S RIGHT TO TERMINATE CONTRACT. Should the work be stopped by any public authority for a period of thirty (30) days or more through no fault of the Contractor, or should the work be stopped through act or neglect of the City for a period of seven (7) days, then the Contractor, upon seven (7) days' written notice to the City, may stop work or terminate the contract, and recover from the City payment for all work executed, including reasonable profit and damages.
11. PAYMENT. Payment will be made based upon unit prices in the Proposal and the actual completed construction progress as determined by the Engineer. The making and acceptance of the payment shall constitute a waiver of all claims by the City, other than those arising from unsettled liens or from defective work appearing thereafter as provided in Paragraph 8, and of all claims by the Contractor except any previously made and still unsettled. Payment may be withheld on account of defective work not remedied, liens filed, damage by the Contractor to others not adjusted, or failure to make materials or labor payments.

CITY OF BARTLESVILLE
SHORT FORM CONSTRUCTION CONTRACT

12. BONDS. The Contractor shall furnish surety bonds to the City as indicated herein.

NO BONDS ARE REQUIRED FOR THIS PROJECT

13. CONTRACTOR'S INSURANCE. The Contractor shall maintain such insurance as will protect him and the City from claims under worker's compensation acts and other employee benefits acts; from liability claims for damages because of bodily injury or death; and from liability claims for damages to property which may arise from operations under this contract, whether such operations be by himself, any subcontractor or vendor, or anyone directly or indirectly employed by them. Liability insurance shall be written for not less than \$1,000,000 in each case. Certificates of such insurance shall be filed with the City prior to beginning construction. The Contractor shall provide certification to the City that all insurance is effective for the duration of the work.
14. LIENS. Payment shall not be made by the City until the Contractor has provided a complete release of all lien able claims on the work included in this contract.
15. ENGINEER. The City Engineer shall be the City's representative and shall have the authority to stop or suspend the work as necessary. All work shall be done to his satisfaction. Determination of final acceptance shall be by the Engineer. He shall certify to the City when payment under the contract is due and the amount to be paid. He shall make final decision on all claims by the City and Contractor.
16. CLEANUP. The Contractor shall keep the premises free from waste material and rubbish, and at the completion of the work he shall remove from the premises all rubbish, debris, and surplus materials, and leave the site in a condition acceptable to the Engineer.

IN WITNESS WHEREOF the parties hereto have executed this Agreement, the day and year first above written.

CITY OF BARTLESVILLE

Mayor, Dale Copeland

Contractor

Attested:

City Clerk

Terry L. Lauritsen

From: Larry D. Thompson
Sent: Tuesday, May 21, 2024 7:34 AM
To: Terry L. Lauritsen
Subject: FW: Polymer feed skid quote - Bartlesville
Attachments: 24_4-25 Bartlesville WTP.pdf

From: Luke Dixon <lukedixon@haynes-equipment.com>
Sent: Thursday, April 25, 2024 1:21 PM
To: Larry D. Thompson <ldthompson@cityofbartlesville.org>
Subject: RE: Polymer feed skid quote - Bartlesville

CAUTION: External Source. THINK BEFORE YOU CLICK!

Larry,

Please see the attached information for the preplacement polymer system for the Filter Aid application. This system should demonstrate higher efficiency than the one you currently have. Pricing is as follows:

Equipment per attached - \$63,495.00, freight included
Installation - \$1,280.00 (labor and trip charge, 1-day)
Startup - \$1,280.00 (labor and trip charge, 1-day)

If you need anything else or have questions please just let me know.

Thank you,
Luke Dixon

Haynes Equipment Company
121 NW 132nd St.
Oklahoma City, OK 73114
o (405) 755-1357
f (405) 755-6493
c (405) 641-6300
lukedixon@haynes-equipment.com



From: Larry D. Thompson <ldthompson@cityofbartlesville.org>
Sent: Thursday, April 25, 2024 12:03 PM
To: Luke Dixon <lukedixon@haynes-equipment.com>
Subject: RE: Polymer feed skid quote - Bartlesville

Thanks Luke!

From: Luke Dixon <lukedixon@haynes-equipment.com>
Sent: Thursday, April 25, 2024 10:07 AM
To: Larry D. Thompson <ldthompson@cityofbartlesville.org>
Subject: RE: Polymer feed skid quote - Bartlesville

CAUTION: External Source. THINK BEFORE YOU CLICK!

Hello Larry,

I appreciate your patience. This is moving forward and we should have a quote to you shortly.

Thank you,
Luke Dixon

Haynes Equipment Company
121 NW 132nd St.
Oklahoma City, OK 73114
o (405) 755-1357
f (405) 755-6493
c (405) 641-6300
lukedixon@haynes-equipment.com



From: Larry D. Thompson <ldthompson@cityofbartlesville.org>
Sent: Thursday, April 25, 2024 9:35 AM
To: Tony Moraska <tonymoraska@haynes-equipment.com>
Subject: RE: Polymer feed skid quote - Bartlesville

Good morning Tony,
I am just following up. Is this moving forward on your end?
Thanks,
Larry Thompson

From: Tony Moraska <tonymoraska@haynes-equipment.com>
Sent: Monday, April 15, 2024 5:04 PM
To: Larry D. Thompson <ldthompson@cityofbartlesville.org>
Cc: Luke Dixon <lukedixon@haynes-equipment.com>
Subject: RE: Polymer feed skid quote - Bartlesville

CAUTION: External Source. THINK BEFORE YOU CLICK!

We're interested. Let me take a look and I'll be in touch.

Tony Moraska

Haynes Equipment Company
121 NW 132nd St.
Oklahoma City, OK 73114
o (405) 755-1357
f (405) 755-6493
c (405) 642-6722
tony@haynes-equipment.com



From: Larry D. Thompson <ldthompson@cityofbartlesville.org>
Sent: Monday, April 15, 2024 3:12 PM
To: Tony Moraska <tonymoraska@haynes-equipment.com>
Subject: Polymer feed skid quote - Bartlesville

Good afternoon Tony,
I am needing to replace a chemical feed skid at the water plant. I think Ian was going to take pictures of the skid and equipment. I believe that Haynes built the original in 2004. If you are interested, let me know what information you might need to quote the job.

Thanks,
Larry D. Thompson
Water Plant Superintendent
Bartlesville, OK
(918) 440-4543

Date: 05-17-24

(Pages 1)

TO: City of Bartelsville Water Treatment Plant
ATTN: Larry Thompson

RE: Polymer Feed Unit replacement

Environmental Improvements, Inc. is pleased to be handling the following manufacturer's proposals for the above referenced project. Environmental Improvements, Inc. is furnishing equipment only and not acting as a sub-contractor. **Environmental Improvements, Inc. is only providing the equipment and accessories listed in the attached scope of supply/bill of material. Any items required for system completion that are not listed on the related manufacturers scope of supply will be considered as an exception to that piece of equipment.**

Unless otherwise stated in the manufacturer's proposals, the following will apply:

- ◆ Prices are FOB factory with full freight allowed.
- ◆ Prices will include start-up services as specified.
- ◆ Motors and gearboxes will have the manufacturer's standard paint.
- ◆ Electrical Control panels, motor starters or anchor bolts are not included.
- ◆ Prices are good for sixty (60) days from bid date.
- ◆ Electronic O&M costs not included in pricing.
- ◆ Delivery Times are our best estimate at this time but are subject to change.
- ◆ PAYMENT TERMS ARE 90% 30 DAYS: 5% FOR O&M MANUALS AND 5% ON START-UP, OR BENEFICIAL USE, NOT TO EXCEED 90 DAYS FROM SHIPMENT.

Note: the term "Section and Description" below is used for reference only. All equipment and related appurtenances provided are per the attached scope of supply.

QTY	Description	Factory	Cost
1	Polymer Feed Unit	UGSI	
2	Removal and Installation <i>Includes Labor, parts, Travel and Startup</i>	EI2	
2	Wiring <i>Includes Labor Travel and Startup</i>	SEI	
Total			\$97,600.00

TERMS AND CONDITIONS: As per each manufacturer's proposal or, in the absence thereof, are as per attached terms and conditions.

Sincerely,

Todd Ray
ENVIRONMENTAL IMPROVEMENTS, INC.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

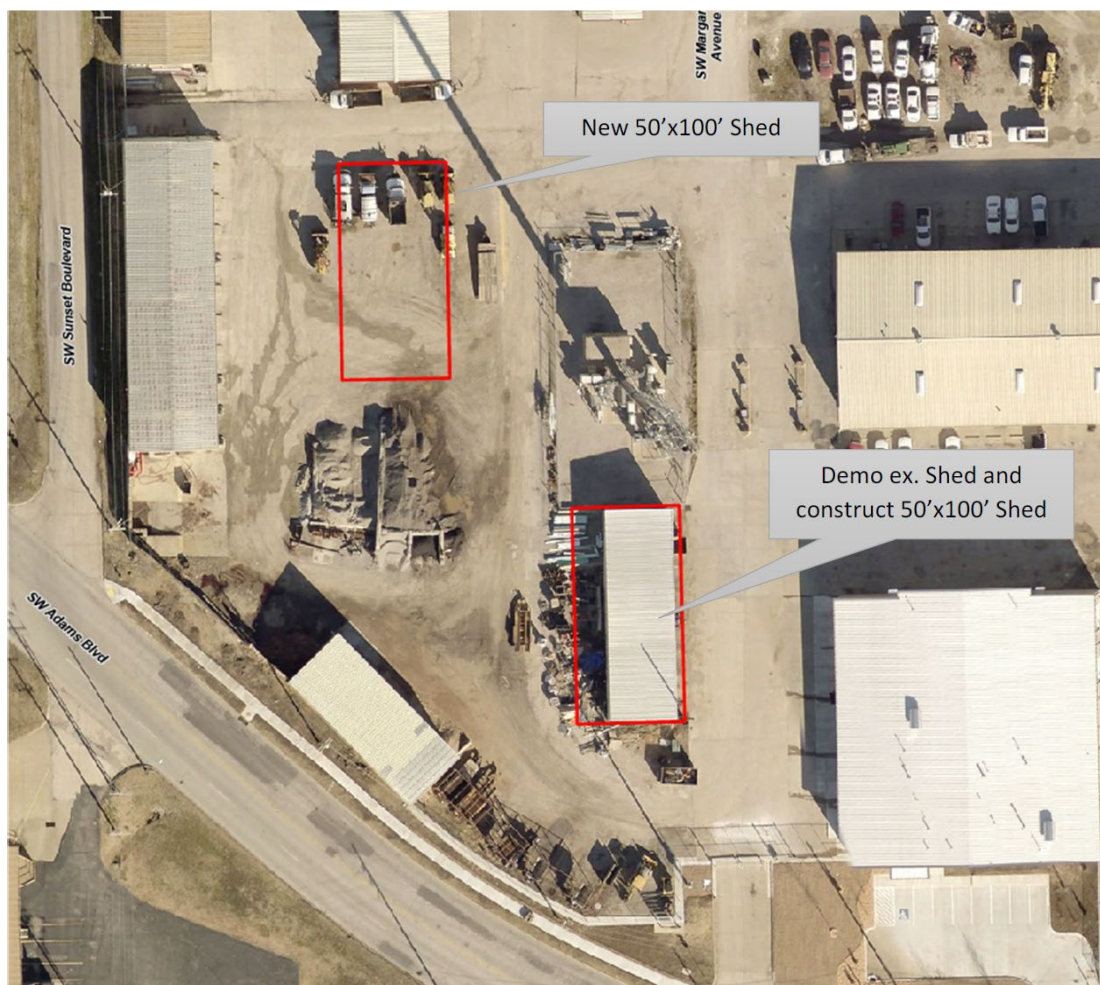
Approval of a Professional Service Contract with Keleher Architects for Architectural and Engineering Design of two equipment sheds located in the City's operation yard.

Attachments:

AIA Contract

II. STAFF COMMENTS AND ANALYSIS

One of the capital projects approved last fiscal year was to construct two 50'x 100' equipment sheds located in the City's operation yards, as shown by the exhibit below.



Keleher Architects has designed all the recent building renovations at the operation yard, including the Public Works facility (2014), and the Water Utilities facility (2020). Due to Keleher's work on these previous projects, staff requested a proposal to perform the requested professional services. The contract provides that Keleher Architects will prepare construction documents for the two buildings for a fee of \$18,000. The contract and scope of services are attached for your review.

III. BUDGET IMPACT

Funding for the design services will be through the 2023 GO Bond and Water Administration Capital Reserve Fund. The total funding for the project is \$406,500, of which \$20,000 was reserved for design. The proposed professional service contract (\$18,000) is within the available budget.

IV. RECOMMENDED ACTION

Staff recommends approval of the professional service contract with Keleher Architects for \$18,000.



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
401 S. Johnstone
Bartlesville, OK 74003

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

Dan Keleher Jr. AIA
Keleher Architects
401 S. Dewey, Ste 216
Bartlesville, OK 74003

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

New Storage Sheds Bartlesville, OK
Bartlesville City Public Works
1700 S.W. Adams Blvd
Bartlesville, OK 74006

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.

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.)

Scope: Two new sheds constructed of metal building frames and siding on 2 sides. Sheds to have lighting and power.

Work Included: Architectural sitge plan, floor plans, section, elevations.

No civil engineering anticipated or included.

Structural plans to include foundation plans, framing plans, and details. Geo-Tech report from previous project will be utilized to determing dirt preparation and bearing value.

Electrical design includes lighting and power plans.

Specifications for the above referenced work.

§ 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.)

Two new open storage sheds lcoated at Public Works Facility.

§ 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.)

Init.

N/A

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

.1 Design phase milestone dates, if any:

.2 Construction commencement date:

September 15, 2024

.3 Substantial Completion date or dates:

December 15, 2024

.4 Other milestone dates:

Final Completion Date: December 31, 2024

§ 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.)

Competitive Bid

§ 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.)

Terry Lauritsen
1700 SW Adams Blvd.
Bartlesville, OK 74006

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

N/A

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

Init.

.1 Geotechnical Engineer:

N/A

.2 Civil Engineer:

N/A

.3 Other, if any:

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

NONE

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

Dan Keleher Jr.
401 S. Dewey
Ste 216
Bartlesville, OK 74003

§ 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:

Paul Rose

.2 Mechanical Engineer:

N/A

.3 Electrical Engineer:

Thomas Keeter

Init.

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

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

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 (\$ 2,000,000) for each occurrence and (\$) 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 (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than (\$ 500,000) each accident, (\$ 500,000) each employee, and (\$ 1,000,000) 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 (\$ 2,000,000) per claim and (\$) 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.

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§ 3.2 Schematic Design Phase Services

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

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

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

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

§ 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

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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.

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§ 3.6.3 Certificates for Payment to Contractor

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

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

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§ 4.1.1.6 Building Information Model management responsibilities	NP
§ 4.1.1.7 Development of Building Information Models for post construction use	NP
§ 4.1.1.8 Civil engineering	NP
§ 4.1.1.9 Landscape design	NP
§ 4.1.1.10 Architectural interior design	NP
§ 4.1.1.11 Value analysis	NP
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	NP
§ 4.1.1.13 On-site project representation	OWNER
§ 4.1.1.14 Conformed documents for construction	ARCHITECT
§ 4.1.1.15 As-designed record drawings	NP
§ 4.1.1.16 As-constructed record drawings	NP
§ 4.1.1.17 Post-occupancy evaluation	NP
§ 4.1.1.18 Facility support services	NP
§ 4.1.1.19 Tenant-related services	NP
§ 4.1.1.20 Architect's coordination of the Owner's consultants	NP
§ 4.1.1.21 Telecommunications/data design	NP
§ 4.1.1.22 Security evaluation and planning	NP
§ 4.1.1.23 Commissioning	NP
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	NP
§ 4.1.1.25 Fast-track design services	NP
§ 4.1.1.26 Multiple bid packages	NP
§ 4.1.1.27 Historic preservation	NP
§ 4.1.1.28 Furniture, furnishings, and equipment design	NP
§ 4.1.1.29 Other services provided by specialty Consultants	NP
§ 4.1.1.30 Other Supplemental Services	NP

§ 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.

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§ 4.2 Architect's Additional Services

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

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

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

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .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 1 () reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 4 () visits to the site by the Architect during construction
- .3 2 () 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

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.4 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 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.

§ 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

- .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.

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.)

| (Paragraph Deleted)

| [X] Litigation in a court of competent jurisdiction

Init.

(Paragraph Deleted)

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

(Paragraphs Deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

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

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Equal to percentage of work completed.

.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.

§ 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

Init.

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)

\$18,000

(Paragraph Deleted)

(Paragraph Deleted)

§ 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.)

N/A

§ 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.)

Hourly

§ 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 (5 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 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 (0	%)
Design Development Phase	percent (0	%)
Construction Documents Phase	percent (90	%)
Procurement Phase	percent (10	%)
Construction Phase	percent (0	%)
Total Basic Compensation	one hundred percent (100	%)

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

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

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

Employee or Category	Rate (\$0.00)
Architect	\$150.00/Hr
Drafting	\$75.00/Hr

§ 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:

(Paragraphs Deleted)

- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (5 %) 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

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User Notes:

(3B9ADA34)

§ 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 (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

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.)

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

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

(Paragraphs Deleted)

(Paragraphs Deleted)

(Paragraph Deleted)

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

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

Dan Keleher, Jr. Architect

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

Init.

KELEHER ARCHITECTS

DAN KELEHER JR., PLLC, AIA

KELEHER ARCHITECTS | ARCHITECTURE AND INTERIOR DESIGN | COMMERCIAL AND RESIDENTIAL

918-333-8855

PO BOX 1361, BARTLESVILLE, OK 74005

WWW.KELEHERARCHITECTS.COM

5.6.2024

Terry Lauritsen
City of Bartlesville
401 S. Johnstone
Bartlesville, OK 74003

RE: Proposal for Architectural and Engineering Services

Project: New shed construction in City yard.

Scope: Two new sheds constructed of metal building frames and siding on 3-2 sides. Sheds to have lighting and power.

Work Included:

- Architectural site plan, floor plans, section, elevations.
- No civil engineering anticipated or included.
- Structural plans to include foundation plans, framing plans and details. Geo-Tech report from previous project will be utilized to determine dirt preparation and bearing value.
- Electrical design includes lighting and power plans.
- Specifications for the above referenced work.

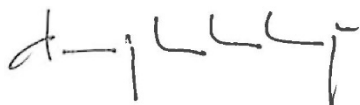
Fee:

- The above-referenced scope of work will be provided for the lump sum fee of **\$18,000.** Billing will be at completion of project.

Work not included: Civil engineering, additional survey work, and Geo-Tech report.

Please contact me with any questions regarding this proposal. We can provide an AIA contract if needed.

Regards,



Dan Keleher Jr., AIA

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approval of Contract Amendment #3 to the professional service agreement with Tetra Tech, Inc. for engineering services for the Wastewater Treatment Plant Expansion and the Limestone to Chickasaw Transport Corridor Improvements.

Attachments:

Amendment #3 - Tetra Tech Professional Service Agreement

II. STAFF COMMENTS AND ANALYSIS

In September 2020, the City contracted with Tetra Tech for the first phase of design services, which is to prepare engineering reports for the Wastewater Treatment Plant Expansion and the Limestone to Chickasaw Transport Corridor Improvements. The engineering report evaluates various improvement options, providing a 35% level of engineering design, as well as the environmental review and estimated construction costs. While the engineering report has been completed for the Limestone to Chickasaw Transport Corridor Improvements, the engineering report for the Wastewater Treatment Plant expansion requires additional work to complete.

The concept for the treatment plant expansion is to upgrade equipment and expand treatment units to increase the capacity of the plant from 7.0 million gallons per day to 8.2 million gallons per day. Also included in the expansion project will be the additional treatment needed for water reuse. The Oklahoma Department of Environmental Quality (ODEQ) regulations on water reuse have numerous components and requirements, one of which is to conduct a pilot study of the proposed treatment to confirm performance. While the ODEQ has acknowledged the adequacy of the reuse concept through the City's previous studies and evaluations, which resulted in permitting the new reuse discharge location as well as the construction of the pipeline and pump station to move reuse water to the new discharge location, the ODEQ did not approve the variance request for the pilot study. Thus, the City needs to perform this study and include the results as part of the engineering report, which began in February 2024.

In January 2024, Council approved an amendment with Tetra Tech to assist with the operation of the pilot unit, which was set to conclude on May 30. However, the pilot study is being extended for another month (to the end of June) to facilitate additional testing of the proposed treatment process. Thus, an amendment is needed with Tetra Tech to extend the operational services to the end of June. The cost of these additional services is \$51,260.

III. BUDGET IMPACT

Funding for the professional services will be through the Wastewater Capital Reserve Fund, which has \$1,183,803.74 available. The proposed amendment (\$51,260) is within the available budget for the project.

IV. RECOMMENDED ACTION

Staff recommends approval of Amendment #3 to the professional service contract with Tetra Tech, Inc. for \$51,260.



Tetra Tech, Inc.
Amendment No. 3
Professional Services Agreement for Engineering Services

This is an amendment to the Agreement made on the 3rd day of September 2020 between **City of Bartlesville** (Client) and **Tetra Tech, Inc.** (Consultant), a Delaware corporation, made on this 29th day of May 2024.

Client and Consultant agree to specific changes to the referenced Agreement for the **WWTP Expansion and Collection Corridor Improvements** as described in Attachment A. Consultant agrees to perform the services in consideration of the compensation described in Attachment A and in accordance with the terms of the Agreement.

This Amendment consists of this document together with Attachment A – Amended Project Requirements and the Agreement. Except as set forth in this Amendment, the Agreement between the Client and Consultant is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

In executing this Amendment, the undersigned also acknowledge their authority to bind the parties to all terms and conditions.

In witness whereof, the parties hereto have made and executed this Amendment as of the day and year first written.

City of Bartlesville
401 South Johnstone Avenue
Bartlesville, Oklahoma 74003

Tetra Tech, Inc.
7645 East 63rd Street, Suite 301
Tulsa, Oklahoma 74133
918.249.3909

By _____
Client's Authorized Signature

By _____
Consultant's Authorized Signature

Printed Name

Leslie A. Turner, P.E., BCEE, PMP
Operations Manager
leslie.turner@tetrattech.com

Title

Email

mwt\G:\Administrative\Contracts\Client Contracts\Client Work Order Contracts\Bartlesville, OK, City of\A-200-11458-20001-Amd3.docx

**Professional Services Agreement
Amendment No. 3
Attachment A – Amended Project Requirements**



Client: City of Bartlesville

Project Description

WWTP Expansion and Collection Corridor Improvements

Amendments to Scope of Services

**Amended Effort /
Cost Assumed**

Consultant shall provide the continuation of the pilot study services for the month of June.

\$51,260

Special Assumptions

Lump Sum Fee	\$1,726,846.00
Amendment No. 1	\$70,380.00
Amendment No. 2	\$220,000.00
Amendment No. 3	<u>\$51,260.00</u>
TOTAL AUTHORIZED FEE	\$2,068,486.00

Supplemental Terms and Conditions

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approval of Amendment 4 with Veolia Water to the Operation and Maintenance Contract of the Chickasaw Wastewater Treatment.

Attachments:

Amendment #4

2000 Contract including Amendments #1 thru #3

II. STAFF COMMENTS AND ANALYSIS

Since the early 1990's, the City has contracted out the operation of the wastewater treatment plant with Veolia Water (formerly known as U.S. Filter Operating Services). In 2000, the City and Veolia entered into a new 10-year contract with an optional 5-year extension. There have been three amendments over the last 24 years to add services and in 2010 the contract was modified to be an annual contract with an automatic renewal. Currently, Veolia water operates the wastewater plant, nineteen lift stations, three flow equalization basins and the industrial pretreatment program. With the development of the Osage Casino west of town, an amendment is needed to add the operation and maintenance of this lift station to the contract. In the course of this negotiation, Veolia requested several modifications to the contract, which are summarized below.

- Assign the contract from Veolia Water North America – West and Veolia Water North America – Central, to Veolia Water North America (VWNA).
- Change the term from annual with automatic renewals, to a 10-year term with an optional 5-year extension.
- Establishes a new annual fee (\$3,021,260.50) and ceiling maintenance account (\$191,140) which accounts for the additional operation and maintenance expenses for the Osage Casino lift station. The annual fee and ceiling maintenance account adjustment remain the same.
- Deletion of Section 3P, which was added in 2001 by Amendment #1 that required Veolia to prepare a Toxicity Reduction Evaluation (TRE) plan. This was a one-time task and those services are complete.
- City purchase and maintain standard property insurance for the full insurable value of the facility. The previous contract required standard fire insurance. Note, the City already has this insurance coverage in place.
- Add provisions to allow for an adjustment to the compensation and shared savings once the wastewater treatment plant expansion/upgrade is complete.

Requires the City to be solely responsible for any damages resulting from plant upgrades, as well as guaranteeing the work, performance of equipment or component installed by a third party contractor. Operation and maintenance of any new equipment, component or upgrade will pass to VWNA on upon VWNA's written approval that the equipment, component, or facility is in good working order, working as intended, and operates to the satisfaction of Veolia.

The City also requested several modifications to the contract, which are summarized below.

- Language to ensure the City's/Bartlesville Municipal Authority ("BMA") benefit of tax-exempt financing for wastewater treatment plant improvements due to the fact that the it is a governmental issuer and the projects financed are governmental in nature. Certain arrangements with private entities, such as Veolia, can create "private business use", which may impact the tax-exempt status of the City/BMA's tax-exempt debt obligations. The IRS has issued certain safe harbor provisions relating to management contracts, which are set forth in IRS Rev. Proc. 2017-13.
- Language relating to the constitutional prohibition on obligating the City for the expenditure of funds and revenue beyond the fiscal year in which the contract was made. (Okla. Const. Art. 10, Sec. 26).
- Changes to the termination clause of the contract. The original contract allows the City to terminate the contract prior to the expiration date, but requires the payment of 5% of the then current annual contract price. The modification reduces the payment to 1.5%.

City staff, the City Attorney and the City's bond counsel have reviewed the amendment.

III. BUDGET IMPACT

Funding for the contract is through the operational funds for the wastewater treatment plant. Sufficient funding has been budgeted for next fiscal year to fully fund the operational services modified by the amendment.

IV. RECOMMENDED ACTION

Staff recommends approval of Amendment #4 with Veolia Water North America.

**Amendment Four to the Agreement
for Operation and Maintenance of the Chickasaw Wastewater Treatment
Plant for the City of Bartlesville, Oklahoma**

THIS FOURTH AMENDMENT is entered into on June 3, 2024, by and between:

The City of Bartlesville, Oklahoma, with its principal address at 401 South Johnstone Avenue Bartlesville, Oklahoma 74003 (hereinafter "CITY");

and

Veolia Water North America – West, LLC, with offices at 53 State Street, 14th Floor Boston, MA 02109, United States (hereinafter "Veolia").

and

Veolia Water North America – Central, LLC, with offices 53 State Street, 14th Floor Boston, MA 02109, United States (hereinafter "VWNA").

WHEREAS, Veolia Water North America Operating Services, LLC (formerly known as U.S. Filter Operating Services, Inc., or "USFOS") entered into the Agreement for Operation and Maintenance Services of the Chickasaw Wastewater Treatment Plant dated the 5th day of June 2000 and amended through the execution of Amendment One dated the 16th day of April 2001 (collectively the "Agreement");

WHEREAS, through the execution of Amendment Two dated June 10, 2010, the Agreement was extended and all rights and obligations of the Agreement were assigned and transferred from USFOS to Veolia Water North America - West ("Veolia"), an affiliate of Veolia, with the consent of all parties.

WHEREAS, the Agreement was modified by Amendment Three on December 17, 2012, to adjust the scope of services provided by the Agreement.

WHEREAS, Veolia, with the permission and consent of CITY, now wishes to assign the Agreement to an affiliate, VWNA, and VWNA wishes to accept such assignment.

WHEREAS, the parties desire to modify selective portions of the Agreement and previous amendments all as set forth herein.

NOW, THEREFORE, in mutual consideration herein described and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Veolia does hereby GRANT, BARGAIN, SELL, CONVEY, TRANSFER and ASSIGN unto VWNA and its successors and assigns, forever, all of Veolia's right, title and interest in and to all claims, rights and obligations under the Agreement.
2. VWNA does hereby accept such transfer and assignment and agrees that VWNA shall duly observe and perform all of those obligations imposed upon Veolia under the Agreement.
3. Veolia's transfer and assignment of the Agreement to VWNA is in full novation of the obligations of Veolia from and after the effective date of this assignment.
4. CITY does hereby approve of such transfer and assignment to VWNA from Veolia pursuant to Section 13(G) of the Agreement and the novation of VWNA as of the effective date hereof. The assignment described herein shall take effect upon the effective date herein.
5. All references in the Agreement and previous amendments which refer to USFOS or Veolia, shall now refer to VWNA.
6. Section 1(A) of the Agreement is hereby amended to read as follows:

The CITY agrees to engage VWNA to provide Operations, Maintenance, and Management Services to include the administration of the Industrial Pretreatment Program and Land Application of stabilized Biosolids at the Wastewater Treatment FACILITY. FACILITY includes: the Chickasaw Wastewater Treatment Plant, twenty (20) Sanitary Sewage Pump Stations, Flow Equalization Basins (FEB's) at the Treatment Plant and at the Limestone and Tuxedo Pump Station complexes. Biosolids shall be defined herein as the stabilized, nutrient rich, semi-solid organic byproduct of the Anaerobic Sludge Digestion Process at the Bartlesville FACILITY which contain basic nutrients and trace minerals considered essential for plant growth. Stabilized Biosolids generated at the Wastewater Treatment FACILITY shall be incorporated into the subsoil by VWNA personnel at State of Oklahoma approved agricultural sites.

7. Section 2 of the Agreement is hereby amended to read as follows:

The contract term shall commence on July 1, 2024 and expire ten (10) years thereafter on June 30, 2034. If the CITY so elects, the Term of the Agreement may be extended an additional five (5) years via a written request submitted to VWNA ninety (90) days prior to the expiration date.

The CITY may terminate this contract with a ninety (90) day notice to VWNA. If the CITY elects to terminate this agreement prior to the expiration date as set forth herein, it shall pay VWNA one and one-half percent (1.5%) of the then current annual contract price for demobilization

8. Section 3(G) of the Agreement is hereby amended to read as follows:

VWNA will provide maintenance and repairs for the equipment, structures and vehicles consistent with good preventive practice and/or manufacturer's specifications utilizing its proprietary computerized automatic maintenance system. The CITY shall have the right to inspect these maintenance records during normal business hours.

Routine maintenance and repairs for all equipment, structures and vehicles shall not include costs associated with flood, fire or other similar extraordinary occurrences not within the control of VWNA. VWNA will pay for all above equipment repair or replacement during the term of services, provided the aggregate, or Maintenance Ceiling amount which VWNA shall be required to pay under this section, shall not exceed \$191,140. This established maximum amount of aggregate dollars the Contractor shall be required to pay annually for the repair and maintenance of equipment, structures, grounds and vehicles consistent with good preventative and corrective maintenance practice and/or manufacturers' specifications shall be hereinafter referred to as the Maintenance Ceiling Fund. At the end of each 12 month period of operation concluding on June 30 annually, VWNA will return 100% of any unused Maintenance Ceiling dollars. The annual maximum amount that VWNA shall be required to pay, as stated above in the first year, shall be adjusted annually thereafter using the percentage change in the Bureau of Labor Statistics CPI-U Index Factor provided in Attachment A.

VWNA shall annually submit to the CITY a list and estimate of Capital Expenditures, if any, to be provided by the CITY. The CITY is not bound by this list to provide Capital Expenditures.

9. Section 3(P) of the Agreement is hereby deleted.

10. Section 10(A) of the Agreement is hereby amended to read as follows:

Pay to VWNA as compensation for the services performed, the sum of \$3,021,260.50, adjusted thereafter as stated in Attachment A of this Agreement. The monthly payment schedule shall be as agreed between the parties. Invoices are payable at the first of each month the services are to be rendered. Late payments beyond 30 days will be subject to a service charge of 1.5% per month or the maximum legal rate. Compensation may be subsequently increased or decreased as described in Attachment A. Invoices are to be submitted to the Director of Water Utilities no later than the 20th of each month so payment can be made to VWNA on the first Tuesday of the next month, or Wednesday if a holiday falls on Monday.

11. Section 10(D) of the Agreement is hereby amended to read as follows:

Purchase and ensure that standard property insurance policies are maintained including extended coverage to the full insurable value of the FACILITY; name VWNA as an additional insured according to its insurable interest under these policies during the term of the Agreement; and ascertain that VWNA shall have no liability to CITY with respect to loss, damage, and destruction covered by such policies or in excess of such policies. Nor shall VWNA be liable to CITY or its insurance carrier for subrogation right for payments made per the policy or any damage. The CITY shall continue to maintain liability and other insurance for non-VWNA employees stationed at the FACILITY. The CITY reserves the right to become self-insured at any time in the future.

12. Section 13(L) is hereby added to the Agreement:

There are no warranties which extend beyond those expressed in this Agreement. VWNA disclaims, and CITY waives, any implied warranties or warranties imposed by law, including warranties of merchantability, fitness for a particular purpose, custom and usage, as to any of VWNA's services.

13. Section 13(M) is hereby added to the Agreement:

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oklahoma.

14. Section 13(N) is hereby added to the Agreement:

QUALIFIED MANAGEMENT AGREEMENT SAFE HARBOR

The parties understand that all or a portion of the FACILITY have been or will be financed by the proceeds of tax-exempt debt. Accordingly, this Agreement shall be interpreted in a manner that is in compliance with the safe harbors found in IRS Rev. Proc. 2017-13 (the "Rev. Proc."). In connection therewith, notwithstanding any other parts of this Agreement that might be interpreted to the contrary, the parties agree as follows (with the meaning of such representations interpreted consistent with the terms of the Rev. Proc.):

- (a) This Agreement shall not be interpreted as a lease.
- (b) Both parties represent and agree that the payments to VWNA under this Agreement are reasonable compensation for the Services to be rendered by VWNA under this Agreement.
- (c) No element of VWNA's compensation paid hereunder shall take into account, or be contingent upon, either the FACILITY's net profits or both the FACILITY's revenues and expenses (other than any reimbursements of direct and actual expenses paid by VWNA to unrelated third parties) for any fiscal period. Furthermore, VWNA shall not be required to bear a share of the net

losses from the operation of the FACILITY.

- (d) The PWA or other qualified user shall bear the risk of loss upon damage or destruction of the FACILITY to the extent required by the Rev. Proc. This provision is expressly NOT intended to relieve VWNA or any other person or entity from any liability or obligation owed to the CITY or any other person or entity as a result of, or relating to, damage or destruction of the FACILITY to the extent not required by the Rev. Proc., but merely to intended meet the minimum requirements of the Rev. Proc. and shall not be interpreted more broadly. For example, without limitation, as provided in the Rev. Proc., a qualified user does not fail to meet this risk of loss requirement as a result of insuring against risk of loss through a third party or imposing upon the service provider a penalty for failure to operate the managed property in accordance with the standards set forth in this contract. Without limitation, VWNA shall be liable to the CITY for any damage or destruction of the FACILITY caused by, or arising out of, VWNA's acts and/or omissions or breach of this Agreement to the extent set forth in this Agreement.
- (e) VWNA shall not take any tax position that is inconsistent with being a service provider to the CITY with respect to the FACILITY. For example, VWNA agrees not to claim any depreciation or amortization deduction, investment tax credit, or deduction for the payment as rent with respect to FACILITY.
- (f) The CITY must approve the annual budget for the FACILITY, Capital Improvements with respect to the FACILITY, each disposition of property that is part of the FACILITY, rates charged for the use of the FACILITY, and the general nature and type of use of the FACILITY.
- (g) The CITY will not allow this Agreement to be renewed for any period without consulting with bond counsel.
- (h) Not more than 20 percent of the voting power of the governing body of the CITY or the Bartlesville Municipal Authority (collectively, together with their successors and assigns, the "Potential Qualified Users") shall be vested in the directors, officers, shareholders, partners, members and employees of VWNA; the governing body of the Potential Qualified Users shall not include the chief executive officer of VWNA or the chairperson (or equivalent executive) of VWNA's governing body; and the chief executive officer of VWNA shall not be the chief executive officer of any of the Potential Qualified Users or any of their related parties as defined in Treasury Regulation 1.150-1(b).
- (i) In the event this Agreement results in the private business use of the managed property as interpreted by either the Internal Revenue Service or a court of competent jurisdiction, the parties shall attempt, in good faith, to renegotiate the

terms of this Agreement so as to bring this Agreement into compliance with the Internal Revenue Code.

15. Section 13(O) is hereby added to the Agreement:

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

16. Attachment A, Section (D) of the Agreement is hereby amended to read as follows:

GENERAL PROVISION FOR ADJUSTMENTS:

In the event that any changes in the scope of operation for the FACILITY should occur, including but not limited to, a change in equipment, operation, facilities, changes in influent flow and loadings as per paragraph B above, changes in government regulations, changes of Law, reporting requirements, and effluent standards which increase the cost of operating the FACILITY, VWNA shall be entitled to additional compensation which would include reasonable amounts for overhead and a profit. Such additional compensation will be negotiated by the parties within a reasonable period of time, or if no negotiated agreement can be achieved, by a compensation adjustment of $[(\text{direct costs} \times \text{VWNA overhead factor}) \times 1.1 \text{ profit fee multiplier}]$.

The CITY shall be solely responsible for any damage to the FACILITY or any other losses arising out of or resulting from plant upgrades, or a change in facility processes, by any Third Party Contractor or from defects in the material, equipment or work performed by any Third Party Contractor.

The CITY shall be responsible for guaranteeing the work performed by any Third Party Contractor, quality of construction and damages and cost resulting from schedule delays or operational outages. Under no circumstances shall VWNA be required to warrant or guarantee the performance of any equipment, component or facilities.

O&M responsibility for any new equipment, new component, or new facility will pass to VWNA only upon VWNA's written approval such that the equipment, component, or facility is in good working order, working as intended, and operates to the satisfaction of Veolia.

After construction is complete, the Annual Fee and shared cost savings will be adjusted/renegotiated based upon reassessment of operating costs and risks with new plant equipment and operational processes.

17. The effective date of this Amendment is June 30, 2024.

18. All terms of the Agreement and previous Amendments not specifically amended herein shall remain in full force and effect.

19. This Amendment shall be governed by, construed, and enforced in accordance with the laws of the State of Oklahoma.

20. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

WHEREFORE, both parties indicate their approval of this Fourth Amendment by their signature below, and each party warrants that all action necessary to bind the parties to the terms of this Agreement has been taken.

CITY OF BARTLESVILLE, OK

**VEOLIA WATER NORTH AMERICA –
CENTRAL, LLC**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

City Clerk

**AGREEMENT FOR
OPERATION AND MAINTENANCE OF THE
CHICKASAW WASTEWATER TREATMENT PLANT FOR THE
CITY OF BARTLESVILLE, OKLAHOMA**

THIS AGREEMENT, entered into this the Fifth (5th) day of June, 2000, by and between the CITY OF BARTLESVILLE, OKLAHOMA, hereinafter referred to as CITY; and U.S. FILTER OPERATING SERVICES, INC., hereinafter referred to as USFOS, formerly WHEELABRATOR EOS INC, (WEOS).

WHEREAS, CITY owns and has jurisdiction over the Chickasaw Wastewater Treatment Plant located in the City of Bartlesville (hereinafter called the FACILITY); and

WHEREAS, CITY is desirous that the FACILITY be operated and maintained in the most efficient manner possible, while complying with all Federal and State laws; and

WHEREAS, USFOS is a company specializing in the business of supplying operation, maintenance and management services for such waste treatment plants; and

NOW, THEREFORE, in consideration of the promises and terms contained herein, the parties agree as follows:

1. EMPLOYMENT:

- A. The CITY agrees to engage USFOS to provide Operations, Maintenance, and Management Services to include the administration of the Industrial Pretreatment Program and Land Application of stabilized Biosolids at the Wastewater Treatment FACILITY. FACILITY includes: the Chickasaw Wastewater Treatment Plant, eighteen (18) Sanitary Sewage Pump Stations, Flow Equalization Basins (FEB's) at the Treatment Plant and at the Limestone and Tuxedo Pump Station complexes. Biosolids shall be defined herein as the stabilized, nutrient rich, semi-solid organic byproduct of the Anaerobic Sludge Digestion Process at the Bartlesville FACILITY which contain basic nutrients and trace minerals considered essential for plant growth. Stabilized Biosolids generated at the Wastewater Treatment FACILITY shall be incorporated into the subsoil by USFOS personnel at State of Oklahoma approved agricultural sites.
- B. Facilities, Supplies and Equipment. Property and equipment at the Facility at the start of this contract, to be operated and maintained by USFOS pursuant to this contract, as well as tools, furniture, parts, documents, equipment and supplies furnished by the CITY or purchased by USFOS in accordance with the terms of this Contract (i.e., with funds as set forth in Section 11.A) shall be the sole property of the CITY. USFOS shall furnish CITY with serial numbers

and other identifying information for each new item of equipment with a value greater than \$250.00 and an estimated life greater than one year to enable inventory control by the CITY. USFOS shall furnish CITY serial numbers of equipment retired.

Property, equipment, supplies and other items that may be purchased by USFOS at its sole expense shall remain the property of USFOS.

- C. Data. Laboratory data and operational records and maintenance records, including reports, studies, memoranda and such other information related to these as may be gathered by USFOS in the performance of its duties under the terms of this contract, whether written or stored electronically on magnetic media shall, except as otherwise provided herein, remain the sole property of the CITY. USFOS's internal correspondence, personnel records, financial reports and other documents shall remain the property of USFOS. Except as otherwise provided herein, operational strategies and projections shall be available for CITY review, but shall remain the property of USFOS.
- D. Computer Programs. Computer programs owned by the CITY or licensed to it by a third party shall remain the property of the CITY. Computer programs or modifications to CITY-owned programs which are developed by USFOS's employees shall be the property of the CITY. Computer programs owned by USFOS or licensed to it by a third party shall remain the property of USFOS. USFOS will use its proprietary computerized hardware and software system for the generation of process information and mathematically developed process parameters, and records maintenance, for FACILITY operations and for data management and administration of the Industrial Wastewater Pretreatment Program.

2. TERM:

The contract term shall commence on July 1, 2000 and expire ten (10) years thereafter on June 30, 2010. If the CITY so elects, the Term of the AGREEMENT may be extended an additional five (5) years via a written request submitted to USFOS 180 days prior to the expiration date.

The CITY may terminate this contract with a ninety (90) day notice to USFOS. If the CITY elects to terminate this agreement prior to the expiration date as set forth herein, it shall pay USFOS five (5%) of the then current annual contract price for demobilization and those other amounts specified in Section 11F herein as per amortization schedule in Attachment E.

3. USFOS WILL PROVIDE THE FOLLOWING SERVICES:

- A. USFOS will staff the FACILITY with qualified employees experienced in wastewater treatment process control and maintenance procedures. USFOS

shall at all times provide the level of coverage needed to ensure monitoring of all routine wastewater treatment operations called for in this Agreement.

- B. USFOS will provide on-call, backup expertise and experience on process control, management and engineering.
- C. USFOS will staff the FACILITY with employees possessing necessary certifications as may be required by governmental agencies as well as provide continued upgrading, education and training of these employees in modern wastewater control, safety and equipment maintenance.

USFOS will maintain an education and safety program for all employees. This program is to be patterned after the USFOS program currently utilized at other USFOS-operated facilities. The cost of this program will be the responsibility of USFOS.

- D. The goals of FACILITY operation are to receive and monitor all wastes, discharge effluent to comply with permit requirements, dispose of sludge, minimize odors, comply with air emission standards, operate equipment efficiently and cost effectively, preserve life of the FACILITIES, be prepared for emergencies, and to provide a good public appearance representing a sound operation. All Biosolids and/or other residual waste generated by the Plant during the term shall remain the sole and exclusive property of the CITY.
- E. Within the design limits and operational capabilities of the FACILITY, USFOS shall operate the FACILITY in compliance with Federal, State, and local laws. Compliance with NPDES requirements is a responsibility of USFOS and USFOS agrees to assume liability for fines or civil penalties imposed by a regulatory agency to a maximum aggregate of \$250,000 per year for USFOS-caused effluent violations when the FACILITY effluent exceeds the guaranteed quality of 10 mg/L BOD5 and 15 mg/L suspended solids and 2.0 mg/L NH3 – N, Fecal Coliform 200 colonies/100 ml (May 1-September 30), Total Coliform 5,000 colonies/100 ml (October 1 – April 30), Total Residual Chlorine No Measurable (less than 0.1 mg/l). USFOS reserves the right to contest such action prior to payment. USFOS shall reimburse the CITY for those fines and civil penalties properly imposed on the CITY by a regulatory agency having jurisdiction during the term of this AGREEMENT for violations of the CITY's NPDES permit number OK0030333 which expires December 31, 2003; caused solely by USFOS' negligence or willful misconduct. It is understood that this stipulation shall apply to any subsequent permits issued during the course of this AGREEMENT and subject to Paragraph 12C contained herein. USFOS shall be given full authority to contest such violations and the CITY shall assist USFOS in all such proceedings.

This guarantee shall apply for average flows up to 7 MGD, peak hourly flows up to 15 MGD, BOD5 loadings up to 10,000 lbs./day, and suspended solids loadings up to 11,700 lbs./day. USFOS shall not be responsible for FACILITY effluent quality or permit compliance when any of the above parameters are exceeded.

The Industrial Pretreatment Program shall be operated in accordance with and as outlined in NPDES Permit in effect as of January 1, 1998 or subsequent permits issued during the course of this AGREEMENT and subject to Paragraph 12C contained herein.

- F. USFOS will pay all expenses required for the normal operation and maintenance of the FACILITY which includes: (1) all personnel costs, (2) utilities, (3) chemicals, (4) fuels and lubricants, (5) normal operating supplies, (6) handling of sludge, grit, screenings and grease, (7) maintenance repairs and replacement of non-capital equipment, and (other) miscellaneous items necessary to meet Federal and State guidelines, and to maintain a safe and well-maintained operation. All costs associated with the preparation and implementation of any / or all unforeseen future Federal and State mandated programs not in force when this AGREEMENT becomes effective on July 1, 2000, shall be the responsibility of the CITY.

USFOS agrees to share annual budgeted cost savings for natural gas, chemicals, and electricity (excluding the Fine Bubble Diffuser Improvements detailed below) at the FACILITY on a 75:25 basis with the CITY receiving the larger share. The twelve (12) months period of normal operation from July 1, 1999 through June 30, 2000 will constitute the established annual baseline of therms and chemical consumption and represent the established baseline for the subsequent 12 month period commencing on July 1, 2000 and concluding on June 30, 2001. This progression shall continue for the duration of this Agreement.

Annualized reductions in actual natural gas, chemical and electrical (excluding the Fine Bubble Diffuser Retrofit detailed below) consumption amounts from baseline budget amounts shall be computed in accordance with the preceding paragraph. During the month of July throughout the duration of this Agreement, USFOS will present the CITY with 75% of the combined-shared savings realized during the 12-month period which concludes annually on June 30th. Overages in consumption above the established baseline amounts will not result in additional compensation to USFOS. However, in determining the annual shared savings return, expenses incurred over and above the established baseline ceilings shall be deducted from those savings realized for reduced consumption and 75% of the net savings realized from all Natural Gas and Chemical categories shall be presented to the CITY.

Annual electrical power savings realized prior to and following the installation of the Fine Bubble Diffuser system shall be deposited in a designated Capital Reserve Fund and used to reimburse USFOS until all costs associated with the retrofit project have been satisfied. From that point forward, all annual electrical savings will be deposited in the Capital Reserve Fund and those generated monies shall be utilized exclusively to fund future mutually agreed upon improvement projects at the Wastewater Treatment Plant. The annual electrical baseline for the Fine Bubble Diffuser retrofit will be based on actual electrical consumption of the blowers prior to the Fine Bubble retrofit and will be fixed for the term of the AGREEMENT. The annual savings will be determined by deducting the annual blower electrical consumption following the Fine Bubble Diffuser retrofit from the established blower electrical consumption baseline.

- G. USFOS will provide maintenance and repairs for the equipment, structures and vehicles consistent with good preventive practice and/or manufacturer's specifications utilizing its proprietary computerized automatic maintenance system. The CITY shall have the right to inspect these maintenance records during normal business hours.

Routine maintenance and repairs for all equipment, structures and vehicles shall not include costs associated with flood, fire or other similar extraordinary occurrences not within the control of USFOS. USFOS will pay for all above equipment repair or replacement during the term of services, provided the aggregate, or Maintenance Ceiling amount which USFOS shall be required to pay under this section, shall not exceed \$108,768 during the first year of the Agreement. This established maximum amount of aggregate dollars the Contractor shall be required to pay annually for the repair and maintenance of equipment, structures, grounds and vehicles consistent with good preventative and corrective maintenance practice and/or manufacturers' specifications shall be hereinafter referred to as the Maintenance Ceiling Fund. At the end of each 12 month period of operation concluding on June 30 annually, USFOS will return 100% of any unused Maintenance Ceiling dollars. The annual maximum amount that USFOS shall be required to pay, as stated above in the first year, shall be adjusted annually thereafter using the percentage change in the Bureau of Labor Statistics CPI-U Index Factor provided in Attachment A.

USFOS shall annually submit to the CITY a list and estimate of Capital Expenditures, if any, to be provided by the CITY. The CITY is not bound by this list to provide Capital Expenditures.

- H. USFOS will prepare and sign as operator all monthly operating reports as required by the State, Federal, and local governments. USFOS shall also perform laboratory sampling and analysis, site inspections, records maintenance, data management, and all administrative duties, unless otherwise directed in writing by the City, in accordance with the testing requirements of

the City's NPDES Permit, Industrial Wastewater Pretreatment Program, and Sludge Management Plan.

- I. USFOS will, upon mutual agreement with the CITY, allow licensed septic tank pumping contractors to dump reasonable amounts of septage into the FACILITY at designated areas, provided such septages are free from abnormal or biologically toxic substances which cannot be treated or removed by current plant processes.

Septage dumping will be allowed Monday through Friday between the hours of 8:00 a.m. and 3:30 p.m., excluding holidays, and at other times pre-arranged with USFOS. If a septage hauler elects to request delivery at times other than those posted and if USFOS agrees to accept such septage, USFOS shall surcharge the hauler for the incremental overtime plus a 10% overhead fee to accept the septage. USFOS may take whatever reasonable steps are necessary to verify that the septage is not toxic, including visual inspections and analysis of grab samples. All fees charged septage disposal contractors shall be billed by and become the property of the CITY except for the USFOS overtime and overhead surcharges expressed above.

- J. USFOS hereby agrees to, and shall indemnify and hold harmless CITY, its elective and appointive boards, officers, agents and employees from any liability for damage or claims, including expenses and attorney's fees, for damage or personal injury, including death, as well as claims for property damage which directly arises from its intentional, willful, or negligent operations under this Agreement, whether such operations be by USFOS or any subcontractor of USFOS; provided, however, that this does not apply to and USFOS shall not hold the CITY harmless from, personal injury, property damage, or loss of plant use, arising out of the discharge, dispersal, release or escape of the FACILITY effluent or odors into or upon land, the atmosphere, or any water course or body of water. CITY shall indemnify and hold harmless USFOS, its officers, agents, and employees from (a) any claim, loss, liability, damage, injury, or expense, including attorneys' fees, which arises from (i) any cause other than intentional, willful, or negligent operations of USFOS or any subcontractor of USFOS, or (ii) the discharge, dispersal, release or escape of the FACILITY'S effluent or odors into or upon land, the atmosphere, or any water course or body of water, and (b) any liability for consequential or incidental damages, however caused; provided, however, the first \$200,000.00 of consequential or incidental damages from each occurrence shall be shared equally between the parties hereto.

- K. Grounds Maintenance.

- (1) Landscaped Areas. Landscaped areas of facilities operated and maintained by USFOS pursuant to this contract shall be as they currently exist. USFOS shall water, mow, fertilize, prune, remove weeds, replace dead

plants, maintain and repair permanent sprinkler systems and controls and otherwise maintain landscaping so that it is at all times reasonably acceptable to the CITY.

(2) Areas with Limited Landscaping. The landscaping in some areas of CITY facilities consists of trees, shrubbery and non-irrigated native groundcover. USFOS shall maintain trees and shrubs by regular pruning and control of weeds within the FACILITY area and shall replace any plants which die. Ground areas shall be mowed, weather and ground conditions permitting, with sufficient frequency to limit height of weeds and grasses to a maximum of twelve (12) inches. Trees and shrubs shall be pruned on a rotating basis so that individual plants are pruned at an interval which does not exceed three years. The area outside the fence line at the Limestone Equalization Basin and Tuxedo Equalization Basins will be mowed by CITY personnel.

(3) Drainage Channels. Drainage swales and channels within the FACILITY shall be maintained free of excessive vegetation so as to allow unobstructed drainage of the FACILITY site and lift station sites.

L. Administrative Building. USFOS shall maintain the appearance and cleanliness of the Administration Building in excellent condition at all times, and shall provide those custodial services normally associated with maintenance of a business office. Said custodial services shall include vacuuming and shampooing carpets, emptying trash, cleaning and waxing tile floors, cleaning light fixtures and windows, cleaning walls and ceilings, and cleaning and maintaining restrooms and locker rooms.

M. USFOS shall maintain during the life of the Agreement the following insurance:

- (1) Public Liability and Property Damage \$2,000,000 (combined single limit)
- (2) General Liability
\$2,000,000 (combined single limit)
- (3) Automotive Liability covering both company vehicles and CITY vehicles operated exclusively by USFOS personnel \$2,000,000 (combined single limit)
- (4) Worker's Compensation
Per State and Federal Law

USFOS agrees to provide the CITY with proof of such insurance and will require insurer to give CITY thirty (30) days notice of cancellation or material change in said policies.

- N. USFOS will, during periods of construction, operate the FACILITY in accordance with the conditions as set forth in Attachment A.
- O. USFOS will cooperate with and provide support to the CITY as reasonably required to implement actions of any Administrative Order. In the event such implementation significantly decreases or increases USFOS' costs; the price will be adjusted per Section D of Attachment A.

4. SERVICE REQUIREMENTS:

A. General. USFOS shall operate facilities in a professional manner at all times in accordance with this contract and regulatory agency requirements.

B. Personnel.

(1) General.

(a) Competency of Workers. USFOS shall at all times employ skilled personnel adequately trained to handle the responsibilities associated with their assigned duties. USFOS may employ trainees provided said trainees are adequately supervised by USFOS.

(b) Availability. The Plant Manager will be available on-site full-time and shall maintain an office in the Administration Building at the Chickasaw Wastewater Treatment Plant and shall be available to consult with the Director of Public Works during normal business hours. When the Plant Manager is expected to be absent from the FACILITY, he/she shall designate a responsible individual to act in his behalf or shall take steps to insure that he/she may be contacted by telephone by the CITY. During non-office hours, Plant Manager or his/her designee shall be available by telephone. Home telephone numbers of Manager and designee(s) shall be furnished to the CITY and updated as required to insure that the list remains current. At least one management employee designated by USFOS shall be available by telephone seven (7) days per week, 24 hours per day. USFOS may meet this requirement utilizing a wide area paging system or other means approved by the Director of Public Works.

C. Operational Standards.

- (1) General. USFOS shall operate facilities described herein in a professional manner and at all times in accordance with requirements of the contract and generally accepted practices for municipal wastewater treatment plants.
- (2) Operation and Maintenance Manual. USFOS shall operate CITY facilities in a manner which meets or exceeds the requirements of the Facility Operation and Maintenance Manual or sound industrial standards for operations. USFOS shall notify the CITY in writing of errors or omissions in the O & M Manual as they are identified.
- (3) Standard Operating Procedures. USFOS shall maintain written standard operating procedures (SOP's) as necessary to clarify, refine or supplement procedures provided in the O & M Manual, or to describe operational practices which do not conform to the O & M Manual. USFOS shall furnish CITY with a complete file of all current SOP's and shall keep CITY's SOP file updated on a regular basis. The CITY will not release SOP's to a third party without the consent of USFOS.
- (4) Non-degradation of Equipment. USFOS shall not employ operating practices, which result in excessive wear or degradation of CITY facilities.

D. Communications.

- (1) Regulatory Agencies. Routine written and oral communication with regulatory agencies concerning day to day operation of the facilities covered under this contract shall be the responsibility of USFOS. USFOS shall provide CITY with copies of all correspondence with regulatory agencies. Communication with regulatory agencies regarding permit requirements or modifications and capacity of facilities shall be the responsibility of the CITY. The CITY will provide USFOS's Plant Manager with copies of correspondence concerning changes in regulatory requirements which could affect the provisions of this contract.
- (2) News Media. USFOS shall refer inquiries regarding FACILITY activities to the Director of Public Works. Any trade publication articles published or authored by USFOS referring in any way to the CWWTP shall be subject to approval of the Director of Public Works.

USFOS may not utilize the names of employees, officers or directors of the CITY in any written advertising, brochures, public relations documents or news releases without the express written consent of the

Director of Public Works. Written advertising, brochures, public relations documents and/or news releases prepared by USFOS which refer to the Chickasaw Wastewater Treatment Plant and/or any of its facilities shall be subject to review by the Director of Public Works for accuracy.

Notwithstanding the above, USFOS may furnish prospective clients and other interested parties with the CITY's name, address, telephone number, plant history and performance data for the purpose of providing client references and documenting USFOS's activities.

5. LICENSES AND CERTIFICATES: USFOS shall obtain or renew all licenses and certificates necessary to execute services in compliance with current governing laws or regulations; additional licenses with extraordinary costs will be obtained upon a change in scope. USFOS warrants maintaining these currently required items up to date and associated fees and charges shall be at the expense of USFOS. Licenses shall include but not be limited to water and wastewater operator certification, electrician's license, radioactive material license, laboratory certification, analytical balance certification, water and wastewater lab technician certification, and appropriate vehicle driver's and chauffeur's license.
6. COMPLIANCE WITH LAWS: USFOS shall operate the FACILITIES within their respective current NPDES Permit limits and in such a manner that odor and other nuisances are minimized.

USFOS shall warrant that all services performed shall comply with Federal, State, and local laws, codes, ordinances, and regulations. Changes from those in effect at the time of contract execution shall require a change of scope. Departures therefrom will be promptly corrected and shall be the responsibility of USFOS.

7. RECORDS: USFOS shall maintain accurate, up-to-date financial records in accordance with accepted accounting practices. USFOS shall maintain operating reports to comply with State of Oklahoma requirements and maintain an operator's diary of significant events for FACILITY history. The CITY may review these records upon request. The following reports shall be provided to the CITY:

- A. Additional Operational Reports. Two (2) copies shall be provided monthly and submitted to the CITY by the 10th of the following month. The report shall cover the following minimum information:

- Data required by the Oklahoma Department of Environmental Quality and U. S. Environmental Protection Agency.
- Significant operational problems.
- Staff changes.
- NPDES Compliance data
- Flow and Loadings data for FACILITY

- Lift Station use data
- Status of Maintenance ceiling and Shared savings
- Report on septic flows including names of contractors and volumes
- Status of sampling budget
- Narrative on FACILITY performance for previous month
- Significant issues (i.e. staffing, process problems, life station problems, and needed capital improvements)
- Priorities for coming month
- Status of last months priorities
- Pretreatment activity summary

B. Annual Report on Maintenance and Repair Activities. An Annual Report detailing maintenance and repair activities shall be prepared and incorporated into the Annual Summary Report and submitted to the CITY each July. Major program activities and priorities shall be described therein. Unusual expenditures encountered during the previous year, or anticipated in the coming year, shall be presented.

C. Annual Report. A summary Annual Report (14 copies) shall be prepared at year-end to describe operational and maintenance standing and significant occurrences of the previous year. Reports shall be submitted to the Director of Public Works by July 30. Review of shared savings, maintenance overruns or rebates, scope changes, or other relevant financial changes shall be included.

8. LABORATORY: The Chickasaw Wastewater Treatment Plant maintains a Wastewater Laboratory certified by the State of Oklahoma. USFOS will be required to maintain said certification and perform essential analysis to fulfill NPDES Permit and Process Control requirements. On-site and Contract Laboratory Facilities will adhere to the analytical procedures presented in the most recent edition of Standard Methods for the Examination of Water and Wastewater and/or in accordance with all testing requirements of the Facility's NPDES Discharge Permit. On-site Laboratory services will be extended to the CITY upon request to include analysis of chemical spills and suspected hazardous solid wastes.

9. MAINTENANCE AND CAPITAL REPLACEMENT:

A. A maintenance program for the FACILITIES shall be employed which provides for systematic coverage of routine items and programming of larger repair items. A schedule of maintenance activities shall be available to operation personnel for coordination and to the CITY for review.

USFOS shall maintain and repair all equipment, machinery, vehicles, instrumentation, structures, and FACILITY furnishings to a fully

operational condition in accordance with industry standards, manufacturer's recommendations or design specifications. Maintenance and operation activities shall protect the CITY'S warranties on new or existing equipment. USFOS shall, at its sole cost and expense, pay for all such repairs and maintenance exclusive of capital items as defined herein to the limits defined below.

Maintenance responsibilities also include grounds care, lawns, landscaping, fencing, signs, site drainage, walkways, building paint, and similar structural and non-structural features shall be kept in first-class condition both functionally and aesthetically. All maintenance costs in this section shall be subject to cost as defined in Section 3.G.

Inventory shall be kept of spare parts, standard lubricants, long-lead time replace items, and similar use items to promote continuity of operations. Subject to funding approval by the CITY, USFOS will stock inventory to the level of manufacturer's recommendations.

- B. Requests for CAPITAL EXPENDITURES or vehicles will be submitted to the CITY and reviewed for funding. USFOS shall provide any documentation requested by the CITY to assist in making a repair vs. replace decision. The CITY shall approve such purchases at its sole discretion, provided however that where such improvements are necessary for permit compliance, the CITY's refusal to make such purchases shall relieve USFOS of its obligation to guarantee permit compliance. If the CITY and USFOS disagree on the necessity of an improvement for permit compliance, the question shall be submitted to a mutually agreeable third party, who will rule on the question of necessity and whose determination shall be final. USFOS and the CITY shall share the cost of hiring such third party 50-50.

"CAPITAL EXPENDITURES" means any expenditures for (1) the purchase of new equipment of FACILITY items that cost more than two thousand Dollars (\$2,000.00); or (2) major repairs which significantly extend equipment or FACILITY service life and cost more than two thousand Dollars (\$2,000.00); or (3) expenditures that are planned, non-routine and budgeted by CITY.

10. CITY OBLIGATIONS. During the term hereof, the CITY shall:

- A. Pay to USFOS, as compensation for the services performed, the sum of \$1,436,967.48 for the first year, adjusted thereafter as stated in Attachment A of this Agreement. The monthly payment schedule shall be as agreed between the parties. Invoices are payable at the first of each month the services are to be rendered. Late payments beyond 30 days will be subject to a service charge of 1-1/2% per month or the

maximum legal rate. Compensation may be subsequently increased or decreased as described in Attachment A. Invoices are to be submitted to the Director of Public Works no later than the 20th of each month so payment can be made to USFOS on the first Tuesday of the next month, or Wednesday if a holiday falls on Monday.

- B. Maintain existing easements, licenses and warranties for the mutual benefit of both parties.
- C. Vehicles. The CITY will provide the following vehicles for the use of USFOS. Said vehicles will be maintained by USFOS in a good usable condition. The CITY will license these vehicles while under the ownership of the CITY. USFOS will notify the CITY when a particular vehicle has exceeded its reasonable service life and recommend, with justification, that it be retired. If a retired vehicle is to be replaced, a Capital Expenditure request shall be submitted to the Director of Public Works and reviewed for funding. If funding is approved, the CITY's designated agent will purchase the replacement vehicle.

The list of vehicles for USFOS's use are:

(1)	1979 International Tractor, #840,	Tag No. 3- 20588	<i>Replaced</i>
(2)	1979 International Tractor, #2805,	Tag No. 3- 26224	<i>Replaced</i>
(3)	1978 Trailmaster Tanker	Tag No. 3-26230	
(4)	1982 Shop Built Tanker,	Tag No. 3-20587	
(5)	1981 "Big A" Sludge Injector, #830,	Tag No. 3- 17704	<i>Inactive</i>
(6)	1988 Ford Ranger Pick Up TRK# 19	Tag No. 3-35598	
(7)	1988 Ford 150 Pick Up TRK# 2808	Tag No. 3-35601	
(8)	1989 Ford Ranger Pick Up TRK#23	Tag No. 3-35599	
(9)	1991 Chev.S-10 Pick Up TRK#920379	Tag No. OK WAS 897	
(10)	1995 Ford F150 Pick Up TRK#2819	Tag No. 3-39505	
(11)	1999 Chevrolet One (1) Ton	Tag No. 3-44095	

- D. Purchase and ensure that standard fire insurance policies are maintained including extended coverage to the full insurable value of the FACILITY; name USFOS as an additional insured according to its insurable interest under these policies during the term of the Agreement; and ascertain that USFOS shall have no liability to CITY with respect to loss, damage, and destruction covered by such policies or in excess of such policies. Nor shall USFOS be liable to CITY or its insurance carrier for subrogation right for payments made per the policy or any damage. The CITY shall continue to maintain liability and other insurance for non-USFOS employees stationed at the FACILITY. The CITY reserves the right to become self-insured at any time in the future.

- E. Pay for all Capital Expenditures, excluding those certain specified capital improvements set forth in Section 11 herein. The CITY shall purchase said Capital Expenditures items where reasonable justification is provided by USFOS in accordance with Section 9.B.

Capital items, within the definition of Capital Expenditures, include, without limitation, equipment, machinery, vehicles, (pursuant to Paragraph 10.C) instrumentation, structures and any furnishings with a service life of more than one (1) year.

- F. Provide potable water for USFOS's use at the FACILITY. USFOS shall limit use of potable water to those uses necessary and incidental to actual operation of the Wastewater Treatment Plant and all water shall be metered.
- G. CITY will continue to provide two (2) telephone lines for local access and mobile radio frequency.
- H. The CITY shall create a Capital Expenditure Reserve Fund with the sole purpose of providing a funding source for long term beneficial Capital Improvements at the FACILITY. The Capital Expenditure Reserve Fund will be funded by the annual electrical savings generated by USFOS over the term of this AGREEMENT. On an annual basis, USFOS shall, within sixty (60) days following the end of each AGREEMENT year, provide a complete accounting of all monies spent on electrical power for the prior AGREEMENT year and deposit to the Capital Expenditure Reserve Fund, the difference between the twelve (12) month electrical consumption baseline prior to the Fine Bubble Diffuser retrofit and the actual dollars spent. The monies deposited in the Capital Expenditure Reserve Fund will represent the annual electrical savings realized following the retrofit to Fine Bubble Diffuser elements. USFOS may retain all electrical savings for its own account and benefit and shall have no obligation to deposit any electrical savings amounts realized from the Fine Bubble Diffuser retrofit into the Capital Expenditure Reserve Fund until which time as USFOS has been paid in full for the costs of the Diffuser Improvements specified in Section 11.A.

11. USFOS FINANCED CAPITAL EXPENDITURES:

- A. USFOS agrees to provide funding to the CITY, in an amount not to exceed the prices for those certain specified capital improvements identified below:

<u>Capital Improvement Project</u>	<u>Not to Exceed Price</u>
1. Design and construction of a new gravity thickening, building and related equipment (hereinafter the "Gravity Thickening Improvements")	\$346,000
2. Design and Installation of Fine Bubble Diffusers (hereinafter the "Diffuser Improvements")	\$250,000
3. Design, construction and installation of A new Head Works Screening device (hereinafter the "Influent Screening Improvements")	\$200,000

Total Funding to be provided by USFOS to CITY: \$796,000

The specifications and scope of services for the Gravity Belt Thickening, Fine Bubble Diffuser and Influent Screening improvements Attachments B, C and D respectively.

- B. USFOS shall provide funding to the CITY for the Gravity Thickening Improvements, Diffuser Improvements and Influent Screening Improvements by paying the amounts referenced in Section 11.A. into a non-interest bearing escrow account on or before July 1, 2000. The escrow account shall be managed by USFOS and can be drawn upon by the CITY based upon documented costs directly arising from the Gravity Thickening Improvements and Diffuser Improvements.
- C. Due to the existing condition of the CITY's Gravity Belt Thickening equipment and structures and the immediate need for Influent Screening Improvements, the parties acknowledge and agree that time is of the essence for completing the Gravity Thickening and Influent Screening Improvements on or before August 1, 2001.
- D. The CITY shall have sole authority to designate and approve the design engineers, equipment specifications and construction contractors required to complete the Gravity Thickening Improvements, Diffuser Improvements and Influent Screening Improvements. In the event the CITY engages any third party contractor ("Third Party Contractor") to design and/or construct the Gravity Thickening Improvements and/or the Diffuser Improvements and/or Influent Screening Improvements:

- (1) The CITY and such Third Party Contractor shall be solely responsible for any damage to the FACILITY or any other losses arising out of or resulting from the performance of the work by the Third Party Contractor or from defects in the material, equipment or work performed by the Third Party Contractor.
 - (2) The CITY shall be responsible for guaranteeing the work performed by such Third Party Contractor, quality of construction and damages and cost resulting from schedule delays.
 - (3) The CITY shall be solely responsible for any cost overruns in excess of those amounts specified in Section 11.A.
 - (4) Under no circumstances shall USFOS be required to warrant or guarantee the performance of any equipment, component or facilities comprising any part of the Gravity Thickening Improvements, Diffuser Improvements or Influent Screening Improvements constructed by any Third Party Contractor.
- E. If USFOS is selected and engaged by the CITY to design, procure equipment and construct the Gravity Thickening Improvements, Fine Bubble Diffuser Improvements and/or Influent Screening Improvements:
- (1) In accordance with the schedule agreed to between the CITY and USFOS, USFOS shall prepare and submit to the CITY all required design plans for the specified improvement. The CITY shall review the design within 10 days. In such reviews, USFOS and the City shall reach mutual agreement on design preference. Notwithstanding reviews by the CITY, the plans and specifications shall remain the responsibility of USFOS and neither the CITY's review or approval, or failure to comment on the plans and specifications, shall relieve USFOS of any of its responsibilities under this Agreement. If not disapproved by the CITY within fifteen (15) days, USFOS's design shall be deemed approved.
 - (2) Upon CITY approval of the specified design, USFOS shall provide all required procurement and construction services to undertake and complete the specified improvements in accordance with the approved schedule and the specifications set forth in Attachments B, C and D as applicable.

- (3) If selected, USFOS shall be solely responsible for any damages for schedule delays and costs in excess of those amounts specified in Section 11.A. to complete the specified improvement.
 - (4) With respect to the Gravity Thickener Improvements, USFOS, if selected, shall provide replacement belts for the gravity belt thickener equipment for a period of three (3) years from the completion date, at no cost to the CITY. USFOS shall additionally provide temporary thickening, at no cost to the CITY, until the Gravity Thickening Improvements are completed in accordance with Attachment B.
 - (5) If selected, USFOS shall ensure that the specified improvements, when completed, will meet or exceed the design requirements and specifications set forth in Attachment B, C, and D.
- F. The funds provided by USFOS for the Gravity Thickener Improvements and Influent Screening Improvements shall be amortized over the term of the Agreement and shall not be reimbursed to USFOS by the CITY unless the Agreement is terminated prior to the expiration of the initial term on June 30, 2010. The funds provided by USFOS for the Diffuser Improvements shall be reimbursed to USFOS as set forth in Section 10 H above.
- G. The Gravity Thickening Improvements, Fine Bubble Diffuser Improvements and Influent Screening Improvements shall at all times be owned by the CITY and USFOS shall have no claim or title thereto.

12. LIMITATIONS:

- A. In the event: (i) FACILITY loadings exceed FACILITY design parameters; or (ii) FACILITY influent contains abnormal, toxic or other substances which cannot be removed or treated by existing FACILITY; or (iii) FACILITY influent contains discharges which violate the applicable sewage ordinances; or, (iv) CITY fails to implement a USFOS recommended Capital Expenditure, USFOS will use its best efforts to maximize FACILITY performance, but it is not responsible for associated effluent characteristics or damages. USFOS shall advise the CITY of the abnormal situation and planned course of action within 24 hours of occurrence or within 48 hours if on a weekend. However, USFOS in such event agrees to return FACILITY effluent to contract limits within twenty (20) days after influent returns to acceptable limits.

- B. Wrongful, willful or negligent acts of the CITY, through its officers, agents or employees and wrongful, willful or negligent acts of third parties, or acts of God, which cause damage to the FACILITY or to other parties or properties shall not be the responsibility of USFOS.
- C. Additional cost of extraordinary or unusual occurrences associated with flood, fire, Force Majeure or Change of Law (including without limitations, the NPDES Permit) which increase justifiable operation, maintenance, repair, administrative and overhead costs or other expenses (including capital costs), shall be the sole responsibility of the CITY.
- D. In the event that labor stoppage by employee groups (e.g., picketing) causes a disruption with USFOS's employees from entering and working at the treatment plant FACILITY, the CITY, with USFOS's assistance or USFOS at its own option shall seek appropriate legal injunctions or court orders. During such a designated period, USFOS shall operate the FACILITY on a best effort basis until labor relations are normalized and shall not be liable for any fines or penalties. CITY personnel may give assistance in the operation for such a temporary period. Such assistance by CITY personnel shall entitle the CITY to compensation for said services and compensation shall be deducted from monthly payments.

13. GENERAL PROVISIONS:

- A. This Agreement shall be automatically cancelled at the end of ten (10) years unless the CITY exercises the option to provide a written request that the contractual AGREEMENT be extended an additional five (5) years within 180 days prior to the June 30, 2010 expiration date.
- B. Except as set forth in Section 2 above, either party to the Agreement may terminate this Agreement upon material breach by the other party providing that such terminating party first provides written notice of such breach to the other party and such breach is not corrected within ninety (90) days. In this event USFOS will, if desired by the CITY, continue to provide the current operations staff for a period of at least ninety (90) days beyond the set date of termination at cost plus overhead plus 15 percent profit.
- C. In the event that this Agreement is terminated for any reason prior to the termination date of the initial term, CITY shall pay to USFOS the remaining unamortized balance of the Gravity Thickening Improvements, Influent Screening Improvements and Fine Bubble Diffuser Improvements (to the extent not otherwise paid through the Capital Expenditure Reserve Fund), all as set forth in Appendix E.

- D. Equipment, tools, parts, supplies, chemicals, and other items purchased by expenditure of maintenance funds are the property of the CITY. Any capital equipment from other funds provided by USFOS during the term of this Agreement shall remain the property of USFOS except for items purchased as a part of this Contract or agreed to be purchased in USFOS's Proposal to the CITY, such as Carter Sludge Thickener. In the event USFOS sells such equipment, the CITY shall have first option to purchase.
- E. It is understood that the relationship of USFOS to the CITY is that of an independent contractor and that none of the employees or agents of USFOS shall be considered employees of the CITY.
- F. The failure on the part of either party to enforce its rights as to any provision of the Agreement shall not be construed as a waiver of its rights to enforce such provision in the future.
- G. This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to an affiliate or successor of either party.
- H. USFOS is an equal opportunity employer with an approved affirmative action program. (M/F/H/Y/R).
- I. This Agreement contains the entire Agreement between the CITY and USFOS and supercedes all previous or contemporaneous communications, representations or agreements. This Agreement may be modified only by written amendment signed by both parties.
- J. CITY officials and representatives will have access to the FACILITY covered by this Agreement during normal working hours and at other times, for reasons of safety, with reasonable notice. Non-USFOS employees stationed at the FACILITY will adhere to all USFOS safety requirements.
- K. All notices shall be in writing and delivered in person or transmitted by certified mail, return receipt requested, postage prepaid. Notices required to be given to USFOS shall be addressed as follows:

USFilter Operating Services, Inc.
ATTN: Service Center Vice President
2300 Contra Costa Boulevard, Suite 470
Pleasant Hill, California 94523

Notices required to be given to the CITY shall be addressed as follows:

City of Bartlesville
ATTN: Director of Public Works
401 South Johnstone
Bartlesville, Oklahoma 74003

or to such other address as may be specified in written notice.

- L. Employees of the CITY will be required to follow the safety procedures of USFOS in all areas around the FACILITY.

IN WITNESS WHEREOF, the CITY and USFOS have caused this Agreement to be duly executed as of the day and year first above written.

CITY OF BARTLESVILLE, OKLAHOMA

ATTEST:

George K. Jones
City Clerk

(SEAL)

By: [Signature]

Mayor

U.S. FILTER OPERATING SERVICES, INC.
(USFOS)

By: [Signature]

Senior Vice President USFOS

By: [Signature]

General Counsel USFOS

APPROVED AS TO FORM:

[Signature]
Senior Counsel, USFOS

**ATTACHMENT A
TO
AGREEMENT FOR
OPERATION AND MAINTENANCE OF THE
CHICKASAW WASTEWATER TREATMENT PLANT FOR THE
CITY OF BARTLESVILLE, OKLAHOMA**

ADJUSTMENTS TO COMPENSATION

A. INFLATION OR DEFLATION ADJUSTMENT:

From commencement of the contract until the contract expires, compensation shall be increased or decreased as follows:

A.1 ANNUALLY

Compensation shall be increased or decreased annually according to the following U. S. Department of Labor, Bureau of Labor Statistics Index: Consumer Price Index (CPI-U all items index 1967 = 100). The first increase or decrease in compensation shall be effective 1 July 2000 and shall be based on the sum total percentage change in the CPI-U index effective 30 June 2000. Each subsequent increase or decrease in compensation shall be effective each 1 July and shall be based on the prior twelve (12) month changes in the CPI-U index.

The percentage increase or decrease in service compensation to be calculated annually shall be the weighted percentage change in the CPI-U index:

WEIGHT		INDEX CHANGE		WEIGHTED % CHANGE
75%	x	(% Change in CPI-U all items index 1967 = 100)	=	Wt. % Change _____

A.2 PERIODICALLY

Compensation shall be increased or decreased periodically for utility rate changes in accordance with changes in the applicable local utility rate schedule as they occur on the monthly billing following said rate change. The percentage increase or decrease in service compensation for changes in the applicable local utility rate schedule shall be calculated in accordance with the following formula:

WEIGHT

$$25 \times (\% \text{ Change in Rate}) = \text{Wt. \% Change}$$

Example Computation:

Example	Weighting	June 1999	% Change
CPI-U	75%	4%	3.0%
Electricity	25%	6%	1.5%
	<hr/>		<hr/>
	100%		4.5%

$$\text{New Monthly Contract Price} = \text{Current Contract Price} \times 1.045$$

B. CHANGE IN SCOPE ADJUSTMENT

Any abrupt change in loadings similar to that caused by the addition of a major industrial discharger (25,000 GPD) as evidenced by a loading variation in excess of 15% per month above the most recent twelve (12) month average for three (3) consecutive months shall afford USFOS the option to request additional compensation.

Any abrupt change in loadings directly attributed to pollutant discharges from the Municipal Water Treatment Plant as evidenced by instantaneous variations in SS (Suspended Solids) entering the Chickasaw WWTP for three (3) consecutive months shall also afford USFOS the option to request additional compensation.

BOD loading and TSS loading for the purpose of this contract shall be determined by calculating the monthly solids as follows:

$$\text{Monthly BOD5 Loading (lbs./day)} = (\text{monthly average of daily plant influent BOD5 in mg/l}) \times (\text{monthly average influent flow in million gallons per day}) \times (8.34 \text{ lbs./gallon})$$

$$\text{Monthly Suspended Solids Loading (lbs./day)} = (\text{monthly average daily plant influent suspended solids in mg/l}) \times (\text{monthly average influent flow in million gallons / day}) \times (8.34 \text{ lbs./gallon})$$

C. GRIT, SLUDGE DISPOSAL ADJUSTMENTS:

Screenings, grit, grease, and sludge shall be hauled and disposed of in accordance with the methods in present use by USFOS. USFOS shall add sufficient lime to the grit so as to be in compliance with all state and federal requirements.

D. GENERAL PROVISION FOR ADJUSTMENTS:

In the event that any changes in the scope of operation for the FACILITY should occur, including but not limited to, changes in influent flow and loadings as per paragraph B above, changes in government regulations, changes of Law, reporting requirements, and effluent standards which increase the cost of operating the FACILITY, USFOS shall be entitled to additional compensation which would include reasonable amounts for overhead and a profit. Such additional compensation will be negotiated by the parties within a reasonable period of time, or if no negotiated agreement can be achieved, by a compensation adjustment of [(direct costs x USFOS overhead factor) x 1.1 profit fee multiplier)].

E. FUTURE CONSTRUCTION:

It is recognized that the CITY, the CITY'S designated Engineer and / or contractor may engage in plant improvements at the FACILITY. USFOS, along with the CITY and the CITY'S Consulting Engineering firm and the construction contractor, will work together to develop a plan to maintain accessibility and minimize disruption and outages to the existing plant when future plant improvements are under construction.

USFOS will work with the CITY engineer and contractor to coordinate activities. In the event a critical piece of equipment must be taken out of service, a plan shall be developed and approved by all parties ten (10) working days prior to the scheduled outage. This plan will address the impact on plant operations, length of outage and methods of removing and reactivating the equipment for full service. The CITY shall pay USFOS reasonable and justifiable increased costs associated with said equipment outage. In the event said construction work requires substantial costs outside USFOS normal scope of services, the CITY shall pay USFOS for all said reasonable and justifiable extraordinary costs.

In the event the CITY'S contractor or subcontractor causes damage to Treatment Plant Facilities under USFOS's responsibility, the CITY shall notify USFOS's designated representative at that time and take actions to minimize further damage. The CITY shall direct the contractor and the contractor shall have the responsibility for completing all repairs expeditiously within three (3) days or in a time period agreed to by USFOS. In addition, USFOS shall have the right to make repairs for the contractor and recover said costs from the CITY.

ATTACHMENT B

USFILTER OPERATING SERVICES, INC
GRAVITY BELT THICKENER UPGRADE
SPECIFICATIONS

Engineer / Architect

Complete architectural and engineering design work for the new Gravity Belt Thickener Building

- 1) Structural
- 2) Mechanical
- 3) Electrical
- 4) Piping
- 5) Demolition of existing Structure
- 6) Construction Permit Acquisition
- 7) Field surveys, obtain construction permits
- 8) Final specifications for all equipment
- 9) Meet all City architectural requirements

Construction Services

- 1) Provide complete Set of As-Built construction plans
- 2) Provide Resident Inspector to maintain daily records for deliveries of equipment, materials, coordination of concrete testing
- 3) Shop drawing review and approval
- 4) Provide "Engineer in Responsible Charge" to attend all scheduled meetings between City and USFOS
- 5) Sign off on required permits
- 6) Provide temporary Gravity Belt Thickening until facility is complete and operational

Equipment

- 1) 2 meter Gravity Belt Thickener
- 2) Belt Wash Pump – 70 gpm @250 TDH, 15 hp motor
- 3) Polymer Mixing System – 4 to 4.5 gph neat polymer, 60 to 1200 gph solution, 1/3 hp
- 4) Thickened Sludge Pump – Monoflo Model CE101MSS1R4/E or equivalent
- 5) Provide 480V circuits from MCC in secondary sludge building to Gravity Belt Thickener and associated equipment

Building

- 1) Load bearing masonry wall construction
- 2) Concrete Plank Roof insulated to R19
- 3) Provide heating and proper ventilation
- 4) Monorail system for maintenance of Gravity Belt Thickener

Gravity Thickening Improvements
Page 2

- 5) Provide proper ingress/egress to meet all safety and operational requirements
- 6) Provide proper electrical outlets to meet City Codes
- 7) Provide one coiling steel service door
- 8) Paint all walls with alkyd enamel
- 9) Provide epoxy-polyamide on concrete floor with skid resistant surface

ATTACHMENT C

USFILTER OPERATING SERVICES, INC
FINE BUBBLE DIFFUSER SYSTEM RETROFIT
SPECIFICATIONS

Engineering

Complete engineering design work for the Fine Bubble Diffuser System Retrofit

- 1) Structural
- 2) Mechanical
- 3) Electrical
- 4) Modify Existing Air Piping to enable the installation of a new Fine Bubble Diffuser System
- 5) Remove existing Coarse Bubble Diffusers and air headers
- 6) Construction Permit Acquisition
- 7) Field surveys
- 8) Final specifications for all equipment
- 9) Confirm that existing blowers meet fine bubble pressure and air flow requirements

Construction Services

- 1) Provide a complete Set of As-Built construction plans
- 2) Provide Resident Inspector to daily records for deliveries of equipment, materials, coordination of concrete testing
- 3) Shop drawing review and approval
- 4) Provide "Engineer in Responsible" Charge to attend scheduled meetings between the City and USFOS
- 5) Sign off on required permits

Equipment

- 1) Fine Bubble Diffuser Elements will be procured based upon overall efficiency as recommended by City's Independent Testing Laboratory
- 2) Supply all tees, saddles etc.

ATTACHMENT D

USFILTER OPERATING SERVICES, INC
INSTALLATION OF MECHANICAL SCREENING
SPECIFICATIONS

Engineering

Complete engineering design work for construction and installation of Head Works Mechanical Screening.

- 1) Structural – Design Bypass Structure
- 2) Mechanical
- 3) Electrical
- 4) Construction Permit Acquisition
- 5) Field surveys
- 6) Final specifications for all equipment

Construction Services

- 1) Provide a complete Set of As-Built construction plans
- 2) Provide Resident Inspector to daily records for deliveries of equipment, materials, coordination of concrete testing
- 3) Shop drawing review and approval
- 4) Provide “Engineer in Responsible” Charge to attend scheduled meetings between the City and USFOS
- 5) Sign off on required permits

Equipment

- 1) JWC Auger Monster or equivalent – 20 MGD
- 2) Motorized Sheer Gate to Isolate Auger Monster
- 3) All required electrical and mechanical components.

Appendix E
Amortization Schedule
Early Termination Schedule

	Month	Gravity Belt Thickener Upgrade	Mechanical Screening Installation	Fine Bubble Diffuser Retrofit (Note 1)
1	Jul-00	\$346,000	\$200,000	\$250,000
2	Aug-00	\$344,311	\$199,024	\$248,780
3	Sep-00	\$342,608	\$198,039	\$247,549
4	Oct-00	\$340,890	\$197,046	\$246,308
5	Nov-00	\$339,159	\$196,046	\$245,057
6	Dec-00	\$337,413	\$195,036	\$243,795
7	Jan-01	\$335,652	\$194,019	\$242,523
8	Feb-01	\$333,877	\$192,992	\$241,240
9	Mar-01	\$332,087	\$191,958	\$239,947
10	Apr-01	\$330,282	\$190,914	\$238,643
11	May-01	\$328,461	\$189,862	\$237,328
12	Jun-01	\$326,626	\$188,801	\$236,002
13	Jul-01	\$324,776	\$187,732	\$234,665
14	Aug-01	\$322,910	\$186,653	\$233,316
15	Sep-01	\$321,028	\$185,565	\$231,957
16	Oct-01	\$319,131	\$184,469	\$230,586
17	Nov-01	\$317,218	\$183,363	\$229,204
18	Dec-01	\$315,289	\$182,248	\$227,810
19	Jan-02	\$313,344	\$181,124	\$226,405
20	Feb-02	\$311,383	\$179,990	\$224,988
21	Mar-02	\$309,405	\$178,847	\$223,559
22	Apr-02	\$307,411	\$177,694	\$222,118
23	May-02	\$305,401	\$176,532	\$220,665
24	Jun-02	\$303,373	\$175,360	\$219,200
25	Jul-02	\$301,329	\$174,179	\$217,723
26	Aug-02	\$299,268	\$172,987	\$216,234
27	Sep-02	\$297,189	\$171,786	\$214,732
28	Oct-02	\$295,093	\$170,574	\$213,218
29	Nov-02	\$292,980	\$169,353	\$211,691
30	Dec-02	\$290,849	\$168,121	\$210,151
31	Jan-03	\$288,700	\$166,879	\$208,599
32	Feb-03	\$286,534	\$165,626	\$207,033
33	Mar-03	\$284,349	\$164,364	\$205,455
34	Apr-03	\$282,146	\$163,090	\$203,863
35	May-03	\$279,925	\$161,806	\$202,258
36	Jun-03	\$277,685	\$160,512	\$200,640
37	Jul-03	\$275,427	\$159,206	\$199,008
38	Aug-03	\$273,150	\$157,890	\$197,363
39	Sep-03	\$270,854	\$156,563	\$195,704
40	Oct-03	\$268,538	\$155,225	\$194,031
41	Nov-03	\$266,204	\$153,875	\$192,344
42	Dec-03	\$263,850	\$152,514	\$190,643
43	Jan-04	\$261,476	\$151,142	\$188,928
44	Feb-04	\$259,083	\$149,759	\$187,198
45	Mar-04	\$256,669	\$148,364	\$185,455
46	Apr-04	\$254,236	\$146,957	\$183,696
47	May-04	\$251,782	\$145,539	\$181,923
48	Jun-04	\$249,308	\$144,109	\$180,136

Appendix E
Amortization Schedule
Early Termination Schedule

	Month	Gravity Belt Thickener Upgrade	Mechanical Screening Installation	Fine Bubble Diffuser Retrofit (Note 1)
49	Jul-04	\$246,813	\$142,666	\$178,333
50	Aug-04	\$244,297	\$141,212	\$176,515
51	Sep-04	\$241,761	\$139,746	\$174,683
52	Oct-04	\$239,203	\$138,268	\$172,834
53	Nov-04	\$236,624	\$136,777	\$170,971
54	Dec-04	\$234,023	\$135,274	\$169,092
55	Jan-05	\$231,401	\$133,758	\$167,197
56	Mar-05	\$228,757	\$132,229	\$165,287
57	Apr-05	\$226,091	\$130,688	\$163,360
58	May-05	\$223,403	\$129,134	\$161,418
59	Jun-05	\$220,692	\$127,568	\$159,459
60	Jul-05	\$217,959	\$125,988	\$157,484
61	Aug-05	\$215,202	\$124,394	\$155,493
62	Sep-05	\$212,423	\$122,788	\$153,485
63	Oct-05	\$209,621	\$121,168	\$151,460
64	Nov-05	\$206,796	\$119,535	\$149,419
65	Dec-05	\$203,946	\$117,888	\$147,360
66	Jan-06	\$201,074	\$116,228	\$145,284
67	Feb-06	\$198,177	\$114,553	\$143,191
68	Mar-06	\$195,256	\$112,865	\$141,081
69	Apr-06	\$192,311	\$111,162	\$138,953
70	May-06	\$189,341	\$109,446	\$136,807
71	Jun-06	\$186,346	\$107,715	\$134,643
72	Jul-06	\$183,327	\$105,969	\$132,461
73	Aug-06	\$180,282	\$104,209	\$130,262
74	Sep-06	\$177,212	\$102,435	\$128,043
75	Oct-06	\$174,116	\$100,645	\$125,807
76	Nov-06	\$170,995	\$98,841	\$123,551
77	Dec-06	\$167,847	\$97,022	\$121,277
78	Jan-07	\$164,674	\$95,187	\$118,984
79	Feb-07	\$161,473	\$93,337	\$116,672
80	Mar-07	\$158,247	\$91,472	\$114,340
81	Apr-07	\$154,993	\$89,591	\$111,989
82	May-07	\$151,712	\$87,695	\$109,619
83	Jun-07	\$148,404	\$85,783	\$107,228
84	Jul-07	\$145,068	\$83,855	\$104,818
85	Aug-07	\$141,705	\$81,910	\$102,388
86	Sep-07	\$138,313	\$79,950	\$99,937
87	Oct-07	\$134,893	\$77,973	\$97,466
88	Nov-07	\$131,445	\$75,980	\$94,975
89	Dec-07	\$127,968	\$73,970	\$92,463
90	Jan-08	\$124,462	\$71,943	\$89,929
91	Feb-08	\$120,927	\$69,900	\$87,375
92	Mar-08	\$117,362	\$67,839	\$84,799
93	Apr-08	\$113,768	\$65,762	\$82,202
94	May-08	\$110,143	\$63,667	\$79,583
95	Jun-08	\$106,489	\$61,554	\$76,943
96	Jul-08	\$102,804	\$59,424	\$74,280
97	Aug-08	\$99,088	\$57,276	\$71,595

Appendix E
Amortization Schedule
Early Termination Schedule

	Month	Gravity Belt Thickener Upgrade	Mechanical Screening Installation	Fine Bubble Diffuser Retrofit (Note 1)
98	Sep-08	\$95,341	\$55,111	\$68,888
99	Oct-08	\$91,564	\$52,927	\$66,159
100	Nov-08	\$87,754	\$50,725	\$63,406
101	Dec-08	\$83,913	\$48,505	\$60,631
102	Jan-09	\$80,040	\$46,266	\$57,832
103	Feb-09	\$76,134	\$44,008	\$55,010
104	Mar-09	\$72,197	\$41,732	\$52,165
105	Apr-09	\$68,226	\$39,437	\$49,296
106	May-09	\$64,222	\$37,122	\$46,403
107	Jun-09	\$60,185	\$34,789	\$43,486
108	Jul-09	\$56,114	\$32,436	\$40,545
109	Aug-09	\$52,009	\$30,063	\$37,579
110	Oct-09	\$47,870	\$27,671	\$34,588
111	Nov-09	\$43,696	\$25,258	\$31,573
112	Dec-09	\$39,488	\$22,826	\$28,532
113	Jan-10	\$35,245	\$20,373	\$25,466
114	Feb-10	\$30,966	\$17,900	\$22,374
115	Mar-10	\$26,652	\$15,406	\$19,257
116	Apr-10	\$22,301	\$12,891	\$16,114
117	May-10	\$17,915	\$10,355	\$12,944
118	Jun-10	\$13,492	\$7,799	\$9,748
119	Jul-10	\$9,032	\$5,221	\$6,526
120	Aug-10	\$4,535	\$2,621	\$3,276

Note 1: The Fine Bubble Diffuser Amortization will be adjusted based upon the realized electrical savings from the retrofit.

It is agreed that any funds not expended for the above designated improvement projects will be deposited in the Capital Expenditure Reserve Fund.

**Amendment One
to the
Agreement for Operation, Maintenance, and Management Services**

THIS AMENDMENT to the Agreement is entered into on the 16 day of April 2001, by and between:

The City of Bartlesville, Oklahoma (hereinafter "CITY");

and

U.S. Filter Operating Services, Inc., (hereinafter "USFOS").

WHEREAS, CITY and USFOS entered into that certain Agreement for Operation, Maintenance, and Management Services dated the 5th of June, 2000; and,

WHEREAS, the parties now desire to modify selective portions of the Agreement, all as set forth herein.

NOW, THEREFORE, in consideration of the promises and terms contained herein, the parties agree as follows:

1. Add a new paragraph immediately after Paragraph O of Section 3, which is to read as follows:

P. Toxicity Reduction Evaluation (TRE) Plan

- (1) USFOS will provide CITY with the services of Ronald D. Cornmesser to assist CITY in the execution of a TRE plan.
- (2) USFOS shall assist CITY with the inspection and selection of Laboratory Service providers specifically provided by CITY to support the TRE.
- (3) USFOS will write the TRE plan
- (4) USFOS will review data and produce quarterly reports to regulatory agencies.
- (5) USFOS will conduct Pre-Planning and Finalized TRE meetings with the Oklahoma Department of Environmental Quality (ODEQ).
- (6) USFOS anticipates a twelve (12) month schedule for performance of TRE related services, commencing April 1, 2001.

2. Add a new paragraph immediately after Paragraph H of Section 10, which is to read as follows:

I. TRE Plan.

- (1) Pay to USFOS as compensation for the services performed by USFOS pursuant to Paragraph P of Section 3, the hourly labor rate of \$40.00 for services of Ron Cornmesser and for documented costs for expenses associated with execution of the TRE. In no event shall USFOS's compensation exceed \$4,000 for labor or \$3,500 for expenses without the CITY's prior written approval. CITY shall pay USFOS's invoice for TRE related services within fifteen (15) days of receipt.
 - (2) Procurement and direct payment of the TRE related Laboratory Service provider(s).
3. This Amendment shall take effect upon the date entered unless otherwise provided for herein.
4. All terms of the Agreement not specifically amended or modified by this instrument shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the CITY and USFOS have caused this Amendment to be duly executed as the day and year first above written.

CITY OF BARTLESVILLE, OKLAHOMA

By: Ted Lockin
Mayor

ATTEST:

George K. Jones
City Clerk

(SEAL)

U.S. FILTER OPERATING SERVICES, INC.
(USFOS)

By: [Signature]
Vice President
(Title)

**Amendment Two
to the
Agreement for Operation and Maintenance
of the
Chickasaw Wastewater Treatment Plant for the City of Bartlesville, Oklahoma**

THIS AMENDMENT to the Agreement is made and entered into this 7th day of June, 2010, by and between:

Veolia Water North America-West, LLC, a Delaware limited liability company, with offices at 2300 Contra Costa Blvd., Suite 350, Pleasant Hill, CA 94523 (hereinafter "Veolia Water");

and

Veolia Water North America Operating Services, LLC, a Delaware limited liability company, formerly known as U.S. Filter Operating Services, Inc., (hereinafter "USFOS");

and

The City of Bartlesville, Oklahoma, the principal address of which is 401 South Johnstone Avenue Bartlesville, Oklahoma 74003 (hereinafter "CITY").

WHEREAS, USFOS entered into that certain Agreement for Operation and Maintenance Services of the Chickasaw Wastewater Treatment Plant dated the 5th day of June 2000 and amended through the execution of Amendment One dated the 16th day of April 2001 (collectively the "Agreement");

WHEREAS, Veolia Water is an affiliate of USFOS; and

WHEREAS, USFOS now wishes to assign the Agreement to Veolia Water, and Veolia Water wishes to accept such assignment, and the City and Veolia Water desire to modify selective portions of the Agreement, all as set forth herein.

NOW, THEREFORE, in mutual consideration herein described and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. USFOS does hereby GRANT, BARGAIN, SELL, CONVEY, TRANSFER and ASSIGN unto Veolia Water and its successors and assigns, forever, all of USFOS's right, title and interest in and to all claims, rights and obligations under the Agreement.

2. Veolia Water does hereby accept such transfer and assignment, and agrees that Veolia Water shall duly observe and perform all of those obligations imposed upon USFOS under the Agreement.
3. USFOS's transfer and assignment of the Agreement to Veolia Water is in full novation of the obligations of USFOS from and after the effective date of this assignment
4. CITY does hereby approve of such transfer and assignment to Veolia Water from USFOS pursuant to Section 13(G) of the Agreement and the novation of Veolia Water as of the effective date hereof. The assignment described herein shall take effect upon the date first above written.
5. In Article 9.1, delete "The contract term shall commence on July 1, 2000 and expire ten (10) years thereafter on June 30, 2010" and replace with "The term of this Agreement shall be one (1) year commencing July 1, 2010. Thereafter, this Agreement shall be automatically renewed for successive terms of one (1) year each, unless cancelled in writing by either party no less than one hundred twenty (120) days prior to expiration."
6. Section 3(J) is hereby deleted in its entirety, and replaced with the following:
 - J. Veolia Water hereby agrees to, and shall indemnify and hold harmless CITY, its elective and appointive boards, officers, agents and employees from any liability for damage or claims, including expenses and attorney's fees, for damage or personal injury, including death, as well as claims for property damage which directly arises from its intentional, willful, or negligent operations under this Agreement, whether such operations be by Veolia Water or any subcontractor of Veolia Water; provided, however, that this does not apply to and Veolia Water shall not hold the CITY harmless from, personal injury, property damage, or loss of plant use, arising out of the discharge, dispersal, release or escape of the FACILITY effluent or odors into or upon land, the atmosphere, or any water course or body of water. CITY shall indemnify and hold harmless Veolia Water, its officers, agents, and employees from (a) any claim, loss, liability, damage, injury, or expense, including attorneys' fees, which arises from (i) any cause other than intentional, willful, or negligent operations of Veolia Water or any subcontractor of Veolia Water, or (ii) the discharge, dispersal, release or escape of the FACILITY'S effluent or odors into or upon land, the atmosphere, or any water course or body of water.

No party, nor their affiliated companies, nor the officers, agents and employees or contractors of any of the foregoing, shall be liable to any other party in any action or claim for consequential or special damages, loss of profits, loss of opportunity, loss of product or loss of use. Any protection against liability for losses or damages afforded any individual or entity by these terms shall apply whether the action in which recovery of damages is sought is based on contract, tort (including

sole, concurrent or other negligence and strict liability of any protected individual or entity), statute or otherwise. To the extent permitted by law, any statutory remedies which are inconsistent with these terms are waived.


To the fullest extent permitted by law and notwithstanding any other provision of this Agreement, each parties liability for performance or non-performance of any obligation arising under this Agreement (whether arising under breach of contract, tort, strict liability, or any other theory of law or equity) including, but not limited to its indemnity obligations specified in this Agreement, shall be limited to: (i) general money damages in an amount equal to the amount of any proceeds of insurance received by any party or to which any party may be entitled pursuant to any general liability insurance, automobile liability, or property policy required to be maintained by any party under this Agreement (without regard to the amount of any deductible which may be applicable under any such general liability, automobile liability, or property policy) with respect to such loss; or (ii) to the extent proceeds of insurance are not received and such general liability, automobile or property insurance is not applicable, a cumulative aggregate over the full initial Term and any renewal term(s) of this Agreement of any amount not to exceed One Million and No/100ths Dollars (\$1,000,000).

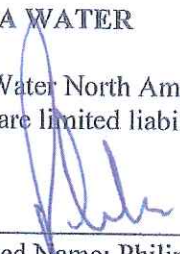
[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this document the day and year first above written.

VEOLIA WATER

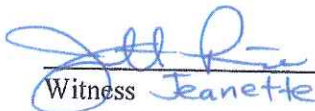
Veolia Water North America - West, LLC,
a Delaware limited liability company

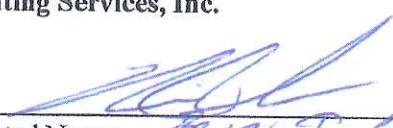

Witness Jeanette Peña

By: 
Printed Name: Philip Ashcroft
Title: President
Date: 06/24, 2010

USFOS

Veolia Water North America Operating
Services, LLC, a Delaware limited liability
company, formerly known as U.S. Filter
Operating Services, Inc.

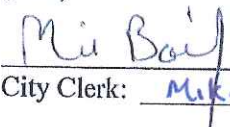

Witness Jeanette Peña

By: 
Printed Name: Philip J. Chalk
Title: VP
Date: 7/12/10, 2010


CITY

The City of Bartlesville, Oklahoma
a Municipal Corporation

ATTEST:
(Seal)


City Clerk: Mike Bailey



By: 
Printed Name: Ron N. Kkel
Title: Mayor
Date: 6-7-, 2010

(SEAL)

Addendum No. 3 to Agreement for Operation and Maintenance

THIS ADDENDUM No. 3 (this "Addendum"), entered into as of the 17 day of Dec. 2012, by and between:

The City of Bartlesville, Oklahoma, the principal address of which is 401 South Johnstone Avenue, Bartlesville, Oklahoma (hereinafter "CITY");

and

Veolia Water North America—West, LLC, a Delaware limited liability company, with offices at 2300 Contra Costa Boulevard, Suite 350, Pleasant Hill, California 94523, (hereinafter "VWNAW")

(each of CITY and VWNAW may be referred to as a "party," or collectively all may be referred to as "parties")

WITNESSETH THAT:

WHEREAS, CITY and VWNAW are parties to an Agreement for Operation and Maintenance made effective the 5th day of June, 2000 and amended the 16th day of April, 2001 and the 7th day of June, 2010 (collectively, the "Agreement"); and

WHEREAS, CITY now desires to modify VWNAW's scope of services to include maintenance of individual sanitary sewer lift stations; and

WHEREAS, CITY and VWNAW agree that VWNAW will provide these services as described in this Addendum as additional services under the Agreement and upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises, covenants, and conditions hereinafter provided, the parties hereto do mutually agree as follows:

ARTICLE 3, USFOS WILL PROVIDE THE FOLLOWING SERVICES, shall be amended by adding the following Section P, Maintenance of Individual Sanitary Sewer Lift Stations:

VWNAW shall provide routine maintenance of individual residential lift stations connected by pressurized line to the City's sewer main as outlined in the Proposal submitted by VWNAW to the CITY, a copy of which is attached hereto as Exhibit A.

ARTICLE 10 – CITY OBLIGATIONS

VWNAW shall receive compensation consistent with the Rate Schedule as outlined in VWNAW's Proposal attached at Exhibit A. VWNAW will invoice the CITY each month concurrently with the recurring monthly fee invoice for the Bartlesville Project, subject to the payment terms stated in Article 10, Section A. of the Agreement.

TERMS OF AGREEMENT GOVERN

The services provided under this Addendum, being "additional services" under the Agreement, shall be subject to all of the terms and conditions set forth in the Agreement, including specifically but not limited to those terms relating to indemnities, insurance, liability, termination, force majeure, and dispute resolution.

IN WITNESS WHEREOF, the parties hereto have signed this Addendum as of the day and year first stated above.

THE CITY OF BARTLESVILLE, OKLAHOMA

By: *Thomas A. Gorman*

Name: Thomas A. Gorman

Title: Mayor

Date: 12-17-2012

Mia Bui
City Clerk



VEOLIA WATER NORTH AMERICA-WEST, LLC

By: *John M. Wood*

Name: John M. Wood

Title: Authorized Representative

Date: 12/27/12

Delivered 10/11/12 *JA*



October 11, 2012

Mike Hall, Water Utilities Director
City of Bartlesville
401 S. Johnstone
Bartlesville, OK 74003

Re: Maintenance of Individual Sanitary Sewer Lift Stations

Dear Mike:

Veolia Water NA (VWNA) is pleased to submit this proposal for routine maintenance of individual residential lift stations connected by pressurized line to the City's sewer main. Our Bartlesville Project staff have inspected the individual lift stations and reviewed the amendments of the Bartlesville City Code relating to individual lift stations. VWNA has the resource skills and experience to perform the work in accordance with Section 20-227 (Maintenance and Operation) of Chapter 20 of the City Code.

Routine Maintenance

VWNA proposes to provide routine maintenance including resetting electrical float switches, replacing valves/switches, troubleshooting the lift station electrical system, repairing or replacing electrical and mechanical components, unplugging pumps, replacing field replaceable pump components or replacing the pump with a spare pump as deemed necessary by the responding maintenance technician. Routine maintenance will be performed consistent with standard industry maintenance practices for simplex grinder pump stations.

Veolia Water will not be responsible for the pressurized lines leading from the lift station to the collection system or any plumbing connecting the lift stations to the customer's dwellings or any pipe lines conveying wastewater into the lift stations. Unstopping the pressurized line from the lift station to the City's sewer main would continue be done by others.

Assignment

It is our understanding routine maintenance is performed when an individual lift station alarm is activated and the City is notified. On receipt of the City's assignment VWNA will dispatch a maintenance technician to the service location to assess and correct the alarm condition. The

target response time on a routine maintenance call-out will be within 45 minutes of receipt of the City's assignment. The maintenance technician will direct any additional resources deemed necessary to correct the alarm condition.

VWNA will complete a work order on restoration of service and seek the homeowner's signature to verify service restoration. Completed work orders will be submitted to the City on the next regular business day. Work orders will include description of tasks and materials needed to restore service.

Scope of Service

VWNA will provide skilled mechanical and electrical maintenance technicians for routine maintenance of the individual lift stations identified in Appendix A, Description of Project. Mechanical resources will be experienced in the inspection and maintenance of simplex submersible pump, manual and check valves, level control and alarm inspection and maintenance. Electrical resources will be experienced in the inspection and maintenance of 240 volt single phase systems and electrical panel switchgear.

City Responsibilities

The City of Bartlesville will maintain a full stocked spare parts inventory as recommended by the equipment manufacturers at set forth in Section 20-227 (Maintenance and Operation) of Chapter 20 of the City Code. The inventory shall include one spare pump for each type lift station. The spare parts will be made available to Veolia Water upon request in order to perform routine maintenance of the lift station equipment.

The City shall grant VWNA the same rights of access and indemnity as set forth in Chapter 20 of the City Code for the City of Bartlesville and contractors performing routine maintenance of individual sanitary sewer lift stations. Twenty four (24) hour unrestricted access to each lift station and associated electrical equipment shall be granted to Veolia water for service and repair.

The City of Bartlesville will retain all administrative functions related to the lift stations, including invoicing and collection to homeowners, enforcement of its ordinances, communication with the public, etc. VWNA's contact will be with the City's staff.

Rate Schedule

VWNA proposes to perform routine maintenance on an as-needed labor basis in accordance with a published schedule. The schedule provides for skilled mechanical and electrical labor on a twenty four hour per day, 7 day per week basis.

Services will be provided at a fully burdened labor rate of \$ 50.00 per hour. . Each routine maintenance call-out on a City-observed Holiday will incur a response fee of \$25.00 in addition to the applicable published labor rate. In addition to the labor rate above, VWNA will charge City for any non-inventoried materials, supplies, parts, etc. that are needed for repairs on a cost-plus-10% basis.

VWNA will invoice the City for routine maintenance services performed in each calendar month. A separate invoice will be submitted each month concurrently with the recurring monthly fee invoice for the Bartlesville Project.

Summary

VWNA is prepared to alter this proposal should the City desire Veolia to also assume transfer of the full stocked spare parts inventory and maintenance of minimum stocking levels for lift station components.

In the event that the City wishes to proceed with this Proposal, we will prepare a short Amendment to our existing O&M Agreement to integrate the scope of services into and under the terms and conditions of the Agreement.

Veolia Water NA appreciates the opportunity to provide this proposal, and we look forward to working with you on this additional service to the City. Please contact me directly with any questions or clarifications needed.

Sincerely,

A handwritten signature in cursive script that reads "John Shambles".

John Shambles, Project Manager

Veolia Water North America

APPENDIX A

DESCRIPTION OF PROJECT

VWNAOS agrees to provide the services necessary for maintenance of the following:

a. All mechanical and electrical components of individual sanitary sewer lift stations located at:

a.1 Circle Mountain Addition

2624 Mountain Road

2628 Mountain Road

a.2 Philmoor Estates

24193 N. 3967 Road

24227 N. 3967 Road

24327 N. 3967 Road

24356 N. 3967 Road

24383 N. 3967 Road

24410 N. 3967 Road

24448 N. 3967 Road

24457 N. 3967 Road

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approval of a design contract with CEC Corporation for engineering design for reconstruction of Yale Drive between Adams Boulevard and Frank Phillips Boulevard.

Attachments:

Engineering Fee Proposal
Terms and Conditions

II. STAFF COMMENTS AND ANALYSIS

One of the priority projects planned for the 2020 General Obligation (GO) Bond is the Yale Drive Reconstruction project. The project consists of reconstructing Yale Drive between Adams Boulevard and Frank Phillips Boulevard. This is currently a concrete street with curb and gutter poured integral with the rest of the roadway. The intent with this project is to retain the existing curb by saw cutting the concrete to create a salvaged concrete curb and gutter section and then rebuild the rest of the road with an asphalt pavement section.

Staff has negotiated a contract with CEC Corporation for engineering design services on this project. The scope of work includes a geotechnical investigation, preparation of 60% plans and engineer's estimate, 90% plans and estimate, final plans and estimate, and bidding services. We anticipate the final plans being submitted and ready for bidding within 100 days of notice to proceed. This includes city staff review time for each phase of the plans. The City of Bartlesville has contracted with CEC for multiple successful projects in the past few years including the Tuxedo Reconstruction project between Madison and Bison, the Price Road dowl joint retrofit project, and the Lee Lake parking lot improvements project.

III. BUDGET IMPACT

The approved budget for this project is \$850,000 which included design services. CEC's proposal of \$53,855.00 is approximately 6.3% of the total budget which is within range of what is typical for engineering design services. The only impact to the budget will be that funding set aside specifically for this project as part of the 2022 issuance of the 2020 G.O. Bond will be utilized for the design fees.

IV. RECOMMENDED ACTION

Staff recommends awarding the design contract for the Yale Drive Reconstruction project to CEC Corporation in the amount of \$53,855.00.



CEC

ENGINEERING CONTRACT FEE PROPOSAL

FOR

CITY OF BARTLESVILLE
BARTLESVILLE, OK

YALE DRIVE RECONSTRUCTION FROM SE FRANK PHILLIPS
BLVD. TO SE ADAMS BLVD.

BARTLESVILLE, OK

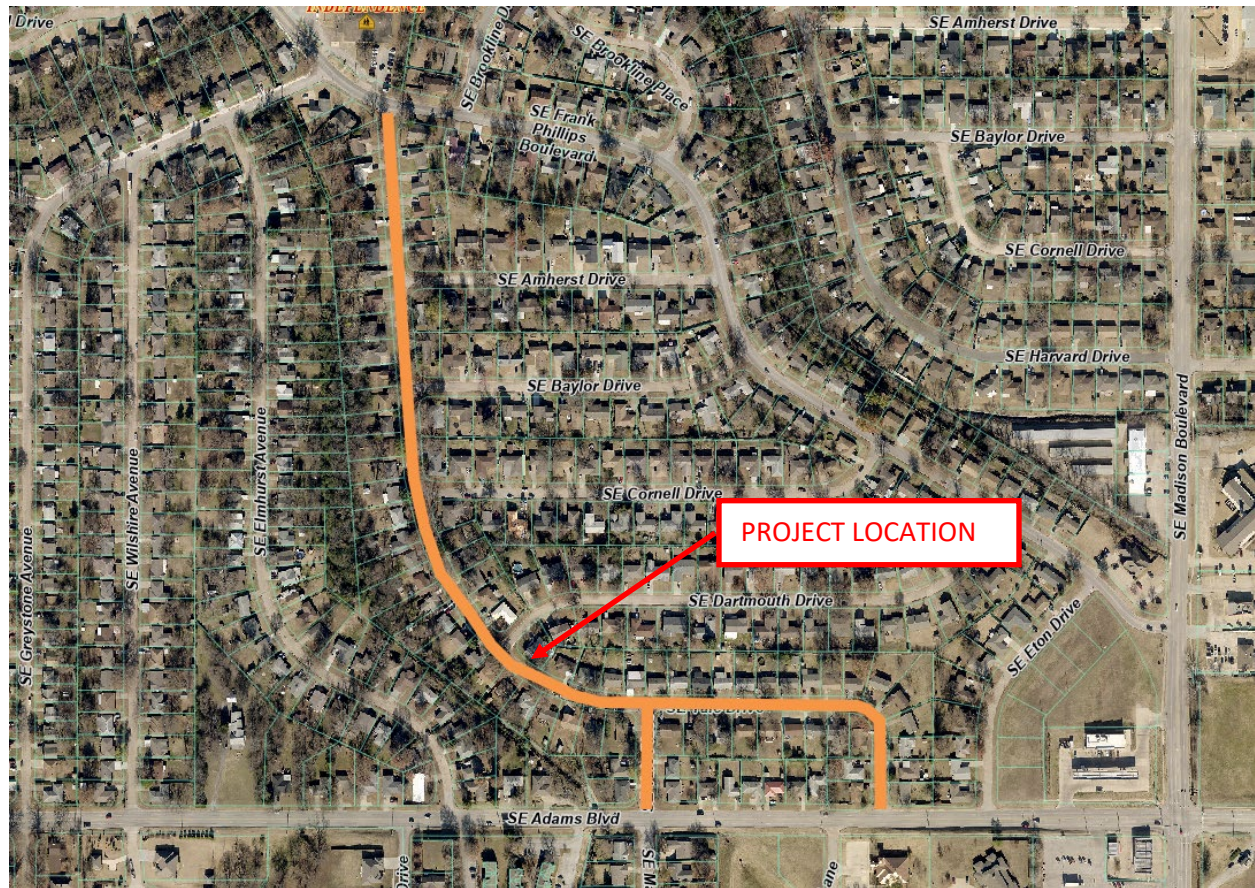
MARCH 27, 2024

CEC Corporation
1300 S. Main Street
Tulsa, OK 74137
Phone: 918.663.9401
www.connectcec.com



GENERAL SCOPE OF SERVICES

CEC Corporation (hereinafter referred to as CEC) proposes to provide professional services as described herein to the City of Bartlesville (hereinafter referred to as CLIENT). The following is a scope of services associated with performing geotechnical services and the engineering design for the reconstruction of Yale Drive between SE Frank Phillips Blvd. and SE Adams Blvd. in the City of Bartlesville. See the location map below.



Project Location Map

GEOTECHNICAL

- See attached scope of services for CEC Geotechnical

CD TASK – CONSTRUCTION DOCUMENT PHASE

- Design for the reconstruction and curb replacement of Yale Drive from SE Frank Phillips Blvd. to SE Adams Blvd.
- Submit digital pdf of the Preliminary Design Plans (60%) with construction cost estimate to the City of Bartlesville for review.
- Perform one (1) site visit to verify curb replacement location and any possible conflicts.
- Upon acceptance of the Preliminary Design Plans, CEC will begin preparation of the Final Design Plans (90%).

- Submit digital pdf of the Final Design Review Plans with construction cost estimates to the City of Bartlesville for review.
- Attend up to two (2) design review meetings with the City of Bartlesville.
- Attend one (1) Public meeting, if required.
- Prepare special technical specifications.
- Upon acceptance of the Final Design Review Plans, CEC will provide final signed and sealed plans and specifications.

All construction documents will meet state and local requirements.

BD TASK – BIDDING PHASE

- Address contractor's questions and issue addenda, as needed
- Attend pre-bid conference
- Prepare bid tabulation
- Assist in awarding the contract

ITEMS NOT INCLUDED IN THE SCOPE OF WORK

- Topographic Survey
- Boundary Survey
- Study or design of possible alternate alignments
- Legal descriptions or exhibits for required permanent or temporary easements
- Any revisions, modifications or alterations for existing public or private utility
- Detailed drainage design
- Construction or right-of-way staking
- Design or relocation efforts of conflicting utilities
- Design of retaining walls, sheet piling, or any other structural design
- An environmental study or report of any kind
- Attend bid opening
- Attend pre-construction meeting
- Answer general construction questions
- Review construction submittals
- Attendance at Contractor's periodic construction progress meetings
- Review of Contractor's monthly payment applications
- On-site material testing and/or construction inspection
- Prepare Record Drawings

The CLIENT reserves the right to include the above items as a supplement to this proposal and CEC shall be paid for additional services through a separate agreement.

PROJECT SCHEDULE

Following receipt of our Notice to Proceed, it is expected that CEC personnel can begin working on the project within two (2) weeks.

Notice to Proceed	Anticipated April 2024
Preliminary Plan Submittal (60%)	30 Days following NTP
Final Review Plan Submittal (90%)	30 Days following Review of 60% plans
Final Signed Plan Submittal (100%)	15 Days following Review of 90% plans

ADDITIONAL SERVICES

If there should be a change in project scope that leads to additional work or additional services are requested by CLIENT, we will negotiate a fee to provide the changes or additional services prior to commencing work.

REIMBURSABLE EXPENSES

The costs for project related reimbursable expenses listed below will be billed at direct cost and only with prior approval of CLIENT.

- Fees paid for securing jurisdiction approval or permitting services
- Reproduction expenses
- Mailing expenses

PROPOSED ENGINEERING CONTRACT FEE SUMMARY

Geotechnical (Lump Sum)	\$ 6,500.00
CD TASK – Construction Document Phase (Lump Sum)	
• Preliminary Design	\$ 27,963.00
• Final Design	\$ 16,442.00
BD TASK – Bidding Phase (Lump Sum)	\$ 2,950.00


TOTAL Proposed Engineering Fee \$ 53,855.00

COMPENSATION FOR SERVICES

- The work provided in the proposed scope shall be performed on a lump sum basis with amounts not to be exceeded for each task, with the exception of the Construction Administration Phase. Hourly rates are as attached Oklahoma Municipal Rate Schedule 2024. Rates are subject to change annually beginning in January 2025.
- Invoicing shall be conducted on a monthly basis.
- If this Agreement is terminated, CEC shall be paid for services performed to the effective date of termination.

We sincerely appreciate the opportunity to submit this engineering contract fee proposal. If the terms are agreeable, please sign and return a scanned copy/hard copy to me via email (shannon.hanks@connectcec.com) or at the address listed on the cover page. If you have any questions or need additional information, please call Shannon Hanks or Jacob Campbell at 918.663.9401.

Submitted for approval by:

DocuSigned by:

D3953964C52448B...
Erica Jones, P.E.
Municipal Practice Leader
CEC Corporation

Date: March 27, 2024

Accepted by:

By: _____

Print: _____

Date: _____

Title: _____

- Notes:
1. The fee shall be invoiced by CEC on a progressive basis either monthly or in accordance with formal design review submissions and monthly construction progress as directed by CLIENT.
 2. The fee presented is based on current hourly rates and is valid if contracted within 90 days from the date listed on the cover sheet.
 3. CEC reserves the right to revisit the proposal scope and fee should the project be placed on hold for more than 90 days.

STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

These Standard Terms and Conditions, together with the attached proposal, make up the Agreement between the named Client and CEC Corporation (CEC). Before countersigning the Agreement or verbally authorizing work, be sure you read and understand its contents, which deal with the allocation of risks and duties between the Client and CEC.

1. Scope. The scope of work for the Engineering Services to be provided is specifically set forth in the attached proposal, submitted to Client by CEC. If Client requests a change in the scope of the Services to be provided, CEC reserves the right to revise delivery schedules and make an equitable adjustment to the price. Client acknowledges and agrees that CEC is providing the Services only and is not providing or participating in the provision of any product(s). CEC will not be obligated to provide any services which are (a) outside of the scope defined in the applicable documentation; (b) outside its area of expertise; or (c) in violation of any applicable laws, codes or regulations.

2. Standard of Care. CEC will perform the services consistent with and limited to the skill and care ordinarily used by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. No other standards or warranties, expressed or implied apply. The Client will notify CEC in writing of any deficiencies in the services within 15 days of their discovery but not later than 120 days after substantial completion of the services. The Client will give CEC a reasonable opportunity to correct these deficiencies.

3. Client's Responsibilities. Client will provide permits, licenses, approvals and consents necessary for performance of the services, except those maintained by CEC for its ordinary conduct of business. Client will provide CEC with all reasonably available documents that are related to the services, including information related to hazardous materials or other environmental and geotechnical conditions at the site. Before CEC performs any subsurface activities, the Client will provide all available information concerning underground services, conduits, pipes, tanks, other facilities and obstructions at the site. CEC will rely on the documents and information provided by the Client. The Client grants CEC and its sub-consultant(s) permission to enter the site to perform the services. If the site is owned by others, the Client represents and warrants that the owner has granted permission for CEC to enter the site and perform the services. Client will provide CEC with written verification of site access permission upon request.

4. Payment. Client will compensate CEC for the services at its standard rates, and reimburse its expenses. CEC will submit periodic invoices that are due upon receipt, regardless of Client's receipt of payments from third parties. The Client will notify CEC in writing within 10 days of any disputed item on the invoice and pay all undisputed items within 30 days from invoice date. Overdue payments will accrue interest at the lower of 1½ percent per month or the maximum lawful rate. CEC may terminate its services upon 10 days written notice any time payment is overdue on any account with the Client. Client agrees to pay for all services through termination, plus termination and collection costs, including reasonable attorneys' fees and expenses. CEC reserves the right to withhold final reports, letters of compliance, or any other relevant document until all past due invoices have been paid. The attached price list shall be adjusted annually as of the date of execution for this agreement.

5. Limits on CEC Responsibility. CEC will not be responsible for the acts or omissions of any others, except for its employees and sub-consultant(s). CEC will not supervise, direct or have control over any contractor's work. CEC will not have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Client acknowledges that CEC does not warrant or guarantee the approval or receipt of any governmental permits or approvals, or the time to obtain such permits or approvals.

6. Changed Conditions. The Client acknowledges that encountered conditions may differ considerably from those anticipated, that laws and regulations are subject to change, and that regulatory requirements may be unpredictable. CEC will notify the Client if additional services, costs or time become necessary due to any of these factors and the parties will negotiate appropriate changes to the scope of services, compensation and schedule. In the event of an emergency, CEC may take immediate steps to protect public safety, health and the environment, and will be equitably compensated for its work by the Client. CEC will not be responsible for delays, failures to perform or extra costs due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions by the Client, or any other causes beyond CEC's reasonable control. The Client will compensate CEC for any increase in its costs resulting from any of these factors.

7. Documents and Information. All documents, data, calculations and work papers prepared or furnished by CEC are instruments of service and will remain CEC's property. Designs, reports, data and other work product delivered to or on behalf of the Client are for Client's use only for the limited purposes disclosed to CEC and subject to Client paying for the services to provide said work product. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk and Client agrees to indemnify CEC against any liabilities resulting there from. Any technology, methodology, or technical information learned or developed by CEC will remain its property.

8. Confidentiality and Subpoenas. Information about this Agreement and CEC's services and information provided by the Client about the services will be maintained in confidence and will not be disclosed to others without the Client's consent, except as CEC believes is necessary to perform its services, comply with professional standards to protect public safety, health and the environment, and to comply with laws and court orders. CEC will make reasonable efforts to notify the Client prior to any disclosure except as necessary to perform its services. Information available to the public and unprotected information acquired from third parties will not be considered confidential. The Client will reimburse CEC to respond to any subpoena or governmental inquiry or audit related to the services at CEC's standard rates then in effect.

9. Insurance. During the work, CEC will maintain workers' compensation, commercial general liability, automobile liability, and professional liability insurance in the following minimum amounts: Workers compensation statutory amount; General liability \$1,000,000 per occurrence, \$2,000,000 aggregate; Auto liability \$1,000,000 per accident; Professional liability \$2,000,000 aggregate. CEC will furnish certificates of insurance upon request. CEC will purchase project specific insurance at Client request if it is commercially available and Client pays the premium and the costs to obtain the additional coverage.

10. Limitation of Liability. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of CEC and its affiliates and sub-consultants and their employees, officers, and directors for all claims arising out of this Agreement or the services is limited to the compensation received by CEC under this agreement or \$25,000 whichever is greater. This limitation applies to all injuries, damages, claims, losses, expenses and defense costs, whether based in contract, negligence, strict liability, statutory, trespass, indemnity, misrepresentation or any other theory of liability. No claim will be valid if presented to CEC more than ten (10) years after substantial completion of the services or, if shorter, the applicable statute of limitations period. CEC will not be liable for lost profits, loss of use of property, diminution of value of property or goods, delays, cost to obtain replacement samples, or other special, indirect, incidental, consequential, punitive, exemplary or multiple damages. CEC shall not be liable in any event for any special or consequential damages suffered by the client arising out of the services hereunder. Special or consequential damages as used herein shall include, but not be limited to, loss of capital, loss of product, loss of use on any system, or other property, or any other indirect, special or consequential damage, whether arising in contract, tort (including negligence), warranty or strict liability.

11. Disputes. All disputes between the Client and CEC shall be subject to non-binding mediation. Either party may demand mediation by serving written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring the matter be mediated within forty-five days of service of notice. The mediation shall be administered by the American Arbitration Association in accordance with their most recent Construction Mediation Rules, or by such other person or organization as the parties may agree on. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five days after service of notice.

12. Assignment. Client may not assign the Agreement between CEC and Client without the prior written consent of CEC.

13. Delivery/Force Majeure. CEC shall have no liability for delays or any other breach of its obligations resulting from an Act of God, war, riot, explosion, accident, act of government, work stoppage, default of subcontractor or supplier of materials, or any other cause beyond the reasonable control of CEC.

14. Other. This Agreement shall be governed by Oklahoma law. This Agreement becomes effective when fully executed by all parties and will remain in effect as defined by the requirements of the work. The above terms and conditions regarding Limitation of Liability and Indemnification shall survive the completion of the services under this Agreement and the termination of the contract for any cause. Any amendment to this Agreement must be in writing signed by all parties. This Agreement supersedes any contract terms, purchase orders or other documents issued by the Client. If these Terms and Conditions have been provided to you, CEC must receive this fully executed document or written authorization to commence services. The provisions of this Agreement are severable; if any provision is unenforceable, it shall be appropriately limited and given effect to the extent that it is enforceable. Headings in these Terms and Conditions are for convenience only and do not form a part of the agreement. Nothing in this Agreement shall be construed to give any rights or benefits to third parties.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Agreement with CivicPlus for Codification and ordinance bank subscription, and supplementation services.

Attachments:

Agreement with CivicPlus

II. STAFF COMMENTS AND ANALYSIS

Previously we were billed for every individual item and supplement made to our code book. This moves us to a subscription based service, it is prorated so the first year will be a discounted. The first full year will be \$3,625.19.

III. BUDGET IMPACT

The City has spent on average of \$5,000 a year for services with Civic Plus, this agreement locks us into \$3,625.19 annually with a 5% annual increase. Estimating budgetary impact being a savings of roughly \$,1400 annually.

IV. RECOMMENDED ACTION

Staff recommends approval of the agreement.

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Customer:**

Q-58627-1

11/22/2023 11:10 AM

BARTLESVILLE,
OKLAHOMA

Product Name	DESCRIPTION	QTY	TOTAL
Full-Service Supplementation Subscription	Full-Service Supplementation Subscription	1.00	USD 3,121.19
Code and Supp Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	1.00	USD -780.30
Custom OrdBank Subscription	OrdBank Conversion - All Ordinances	1.00	USD 504.00
Printed Copies and Freight Included – up to [#] copies	Printed Copies and Freight Included	5.00	USD 0.00
Annual Print Supplementation Service Included	Print Supplementation will begin with the ordinances received from the municipality on an annual basis.	1.00	USD 0.00
Annual Recurring Supplement Services - Initial Term		USD 2,844.89	
Annual Recurring Supplement Services - (Subject to Uplift)		USD 3,625.19	

1. This Statement of Work ("SOW") is between Bartlesville Oklahoma ("Customer") and CivicPlus, LLC ("CivicPlus"), the acquirer and sole owner of Municode, LLC f/k/a Municipal Code Corporation, and incorporates and is subject to the terms and conditions located at Addendum 1 attached to this SOW.

2. This SOW shall begin on 6/1/2024 ("Effective Date") and all the services provided to Customer listed in the above line items (the "Services") shall align to renew annually on each anniversary of the Effective Date ("Renewal Date"). Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to 5% annual increase. Customer will pay all invoices within 30 days of the date of such invoice.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW. For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:



Name:

Name:

Amy Vikander

Title:

Title:

Senior Vice President of Customer Success

Date:

Date:

Addendum 1

<p>This agreement ("Agreement") is explicitly agreed to by the Customer listed on the Statement of Work. All terms used in this Agreement that are not otherwise defined shall have the definition ascribed to it in the Statement of Work.</p> <p>1. Scope of Services. The Services provided to Customer under this Agreement are set forth in the CivicPlus Statement of Work signed by the parties (the "SOW"). Customer may purchase additional services for additional cost at any time upon mutual written consent of the Parties, including but not limited to updating the frequency of Supplement updates, additional labor required because of delays, errors or omissions on the part of Customer.</p> <p>2. Limitations of Services. Annual Recurring Supplement Service does NOT include:</p> <ul style="list-style-type: none"> • Additional copies, reprints, binders, and tab orders; • Documents drafted in InDesign or that contain form-based code requirements, are subject to additional editorial fees; • Documents that contain: multiple tables, graphics, unique formatting requirements, or any other form-based code requirements; • Legal work, creation of fee schedules, gender-neutral review/implementation, external linking; • Codifying complete replacement of complex subject matter such as, but not limited to, Zoning (or equivalent). This work is subject to a one-time editorial conversion fee and an increase in the annual supplement rate and online hosting fee(s). Quote provided upon receipt of material; • Codifying a newly adopted full Chapter/Title/Appendix. This may be subject to a one-time additional editorial fee and an increase in the annual supplement rate and online hosting fee(s). Material to be reviewed upon receipt; • Codifying a newly adopted term change legislation. This may be subject to a one-time additional editorial fee. Material to be reviewed upon receipt; • Adding entirely new material such as but not limited to new Zoning chapters will be covered in your current annual cost. However, the addition will lead to an increase in your annual cost upon your next renewal. We will work with you to provide a revised annual cost. • The addition of Manuals, Policies, Procedures, Comprehensive Plans, Land Use, Unified Codes, Zoning (or equivalent). Quotation upon request; and • Online Code hosting and online features, this is listed separately. <p>For services outside the scope of the Annual Recurring Supplement Services, a per page rate of \$23 will be applied.</p> <p>3. Each document for processing should be its own individual file, named by its ordinance number. Customer should send in all documents to CivicPlus as MS WORD versions or a convertible PDF version.</p>	<p>4. Term and Termination. This Agreement shall remain in full force and effect for an initial period of one year commencing on the Effective Date ("Initial Term"), at the end of the Initial Term, this Agreement shall automatically renew for additional one-year terms (each a "Renewal Term"). If either Party does not intend to renew this Agreement, they shall provide sixty days prior notice to the end of the then-current term. Either party may terminate this Agreement for cause in the event the other party materially breaches any term of this Agreement and does not substantially cure such breach within thirty days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination.</p> <p>5. Compensation. Unless otherwise stated in an SOW signed by the Customer, the Customer shall pay CivicPlus for the Services annually at the start of each Renewal Term, within 30 days of the date an invoice is sent.</p> <p>6. Integration. This Agreement sets forth the entire agreement between and among the parties with respect to the Services. This Agreement supersedes all prior written or oral agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.</p> <p>7. Limitation of Liability. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed five times the amounts paid by Customer for the Services in the year prior to such claim of liability. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.</p> <p>8. Ownership. Customer shall own all right, title, and interest in and to the code created under this Agreement. Customer is responsible for providing all necessary and correct documentation, materials and communication in a timely manner in order to enable CivicPlus to perform the Services and acknowledges CivicPlus cannot begin performance of the Services until all necessary documentation, materials and communication is received.</p> <p>9. Customer acknowledges that any legal analysis provided by CivicPlus is provided to Customer for their use and direction. However, Customer agrees the Services provided for herein do not review legal codes for legal sufficiency, draw legal conclusions, provide legal advice, opinions or recommendations about Customer's legal rights, remedies, defenses, options, selection of forms, or strategies, or apply the law to the facts of any particular situation or establish an attorney-Customer relationship. CivicPlus is not a law firm and may not perform services performed by an attorney, and the Services contemplated herein do not constitute a substitute for the advice or services of an attorney.</p> <p>10. In the event either party is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, damage or other causes reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.</p>
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Contact Information

Organization

URL

Street Address

Address 2

City

State

Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

State

Postal Code

Tax ID #

Sales Tax Exempt #

Billing Terms

Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [] or N []

Please list all external sources: _____

Contract Contact

Email

Phone

Ext.

Fax

Project Contact

Email

Phone

Ext.

Fax

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and approve renewal of City Attorney's employment agreement.

Attachments:

Agreement between City Attorney and City of Bartlesville

II. STAFF COMMENTS AND ANALYSIS

The attached agreement is largely the same as the previous agreement. Most notable revisions are mentioned below.

- Dates were updated.
- Increased wages from \$71,982.95 annually to \$75,000.00 annually.

Please schedule this for the consent agenda at the June City Council meeting.

III. BUDGET IMPACT

The total budget impact for salary purposes is \$3,017.05. This amount was considered in the budget that was approved by City Council on May 6, 2024.

IV. RECOMMENDED ACTION

Approve the attached agreement between the City and City Attorney.

FIRST AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This First Amended and Restated Employment Agreement is made and entered into this ____ day of June, 2024, by and between the City of Bartlesville, an Oklahoma municipal corporation, (hereinafter called "Employer") and Jess M. Kane, (hereinafter called "Employee"), both of whom understand and agree as follows:

I. Licensure.

Employee warrants and agrees that Employee Is licensed to practice law in the state of Oklahoma without limitation. Employee must maintain Employee's license to practice law in good standing throughout the term of this Agreement as a condition of employment. Should the Employee no longer be authorized to practice law in this state, this contract will terminate Immediately for good cause.

II. Term.

This Agreement shall remain in full force and effect from July 1, 2024 until terminated by the Employer or Employee as provided in this Agreement.

III. Duties.

A. Employer employs the Employee as City Attorney to perform the duties specified in the charter and ordinances of the City of Bartlesville and to perform other legally permissible and proper duties and functions of the position.

B. All duties assigned to the Employee by the governing body shall be appropriate to and consistent with the professional role and responsibility of the Employee.

C. These duties shall include, but are not limited to, serving as the general counsel for the City Council and management.

IV. Compensation and Benefits.

A. The Employer agrees to pay Employee, for his services rendered pursuant hereto, an annual base salary of Seventy-Five Thousand Dollars (\$75,000.00) to be paid in bi-weekly installments of \$2,884.61 until and unless modified as provided herein. Said annual base salary, as adjusted, shall be payable in installments at the same time as other employees of the Employer are paid. In the event that there are more than 26 pay periods in a year,

Employee shall be paid the bi-weekly amount indicated herein for all pay periods without regard to the annual base salary. The Employer further agrees that Employee's salary and performance shall be reviewed on an annual basis, with an appropriate salary adjustment provided, as approved by the Employer, based upon the Employee's performance.

B. This agreement shall be automatically amended to reflect any cost-of-living increases, merit increases or other salary adjustments that are granted to other general employees by the Employer.

C. Employer agrees to provide health, vision, life, and dental insurance for Employee and his dependents, in the same manner in which such coverage is provided to other general employees of Employer.

D. Employer shall allow Employee to participate in the Employer's 457(b) plan available through the International Qty Manager's Association (ICMA).

V. General Business Expenses.

A. Employer agrees to pay professional dues of the Employee that are necessary for Employee's continued professional participation, growth, and advancement as a municipal attorney, so long as such dues serve the good of the Employer.

B. As the budget allows, Employer agrees to pay for training and learning programs including travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and maintenance of the Employee's required CLE obligations as a municipal attorney, so long as such expenses serve the good of the Employer.

VI. Involuntary Termination.

A. For the purpose of this agreement, Involuntary termination shall occur when:

1. The governing body duly votes to terminate the Employee at a properly posted and duly authorized meeting of the governing body.

2. If the Employer, citizens or legislature acts to amend any provisions of the municipal charter, code, or State law

pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government or the duties of the Employee, the Employee shall have the right to declare that such amendments constitute termination.

3. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement and may be regarded as a termination by the Employee.

4. If the Employee resigns at the request of the Employer, whether formal or informal, then the Employee may declare a termination as of the date of the request.

B. The Employer may terminate the Employee with or without good cause, at any time.

C. Upon termination of employment, the Employee is entitled to those benefits that have vested under this Agreement, the Employer's personnel policies, state or federal law, and any other benefits lawfully due.

VII. Resignation.

Nothing in this Agreement shall prevent, limit or interfere with the right of the Employee to resign at any time. In the event the Employee desires to resign employment, the Employee shall give written notice to the Employer at least thirty days prior to separation. The Employer shall have no obligation to pay Employee any further compensation after the expiration of the notice period.

VIII. Hours of Work.

The Employee acknowledges that the proper performance of the duties of the Employee will require the Employee to be available to both the City Council and other City management employees during the Employer's normal business day. Employee also acknowledges that Employee will be required, from time-to-time, to be available outside of normal business hours for certain purposes to include but not be limited to City Council meetings, committee meetings upon request, and staff meetings.

Employer recognizes that Employee is an exempt salaried employee who may maintain or participate in a separate law

practice. However, as a participant in a separate law practice, Employee agrees to ensure that he and his firm are free of conflicts of interest as it relates to his employment with Employer. Should any conflict of interest between Employee, Employee's firm, and/or Employer occur, Employee agrees to Immediately cure said conflict by whatever means necessary, up to and including withdrawing from representation of other parties who may cause conflict with Employer.

IX. Ethical Commitments.

Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office in the governing body, nor seek or accept any personal enrichment or profit derived from confidential information, or holding office, or misuse of public time. Employer shall support Employee In keeping these commitments by refraining from any order, direction or request that would require Employee to undertake any of the aforementioned activities. Specifically, neither the governing body nor any individual member thereof shall request Employee to endorse any candidate, make any financial contribution, sign, or circulate any petition, or participate in any fund-raising activity for individuals seeking or holding elected office, nor to handle any matter involving personnel on a basis other than fairness, impartiality and merit.

X. Bonding.

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

XI. Other Terms and Conditions of Employment.

The Employer, upon agreement with Employee, may fix other terms and conditions of employment, as it may determine from time to time, provided such terms and conditions are not inconsistent with or in conflict with any provisions of law.

XII. Notices.

Notice pursuant to this Agreement may be given by personal service, by email, by nationally recognized courier, or by depositing in the custody of the United States Postal Service, postage prepaid, and addressed as follows:

(a) EMPLOYER: City of Bartlesville, Oklahoma
401 S. Johnstone Ave.
Bartlesville, OK 74003

(b) EMPLOYEE: Jess M. Kane
P.O. Box 1066
Bartlesville, OK 74005

Notice shall be deemed given as of the date of personal service or email, as of the date of delivery by courier, or as the date five days after the date of deposit in the custody of the United States Postal Service.

XIII. General Provisions.

- A. Merger. This written Agreement contains all the terms and conditions agreed upon by the parties, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties, or to vary any. of the terms contained in this Agreement.
- B. Amendments. The Employer and Employee by mutual written agreement may amend this agreement. Such amendments shall be Incorporated into and made a part of this agreement.
- C. Assignment. This Agreement may not be assigned by either party without the written consent of the other party.
- D. Severability if this Agreement contains any unlawful provision not an essential part of the Agreement and which shall not appear to have been a controlling or material Inducement to the making of this Agreement, the unlawful provision shall be deemed of no effect and shall, upon agreement by the parties, be deemed stricken from the Agreement without affecting the binding force of the remainder.

IN WITNESS WHEREOF, the parties have set their hands this
_____ day of June, 2024.

Employer:

CITY OF BARTLESVILLE
An Oklahoma Municipal Corporation

By: _____
Dale Copeland, Mayor

Employee:

Jess M. Kane

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to approve an Employment Agreement (“Agreement”) for intensive background investigations on potential employees for the Bartlesville Police Department among and between Rocky R. Bevard and the Bartlesville Police Department, a department of The City of Bartlesville, an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution (“City of Bartlesville”).

Attachments:

Employment Agreement

II. STAFF COMMENTS AND ANALYSIS

The Bartlesville Police Department believes the attached Employment Agreement would be in the best interest of the citizens and The City of Bartlesville, Oklahoma, to ensure that intensive background checks are completed on all potential employees for the City of Bartlesville Police Department.

III. RECOMMENDED ACTION

Staff recommends that the Council review approve the Employment Agreement (“Agreement”) for intensive background investigations on potential employees for the Bartlesville Police Department among and between Rocky R. Bevard and the Bartlesville Police Department, a department of The City of Bartlesville, an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution (“City of Bartlesville”).

EMPLOYMENT AGREEMENT

This agreement is made and effective on the _____ day of June, 2024, by and between the City of Bartlesville, Oklahoma, hereinafter called "Employer", and Rocky R. Bevard, hereinafter called "Employee", both of whom understand and agree as follows:

WHEREAS, it is the desire of the Employer to:

1. Provide intensive background investigations on potential employees for the Bartlesville Police Department.

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

Section 1: Term

This Agreement shall become effective on June 1, 2024, and shall remain in effect until contract is dissolved by one of the parties or renegotiated.

Section 2: Duties

Employer employs the Employee to perform duties of Background Investigator at the Bartlesville Police Department under the direction of the Deputy Chief of Police Troy Newell.

Section 3: Place and Time of Work

1. The Employee's primary place of work will vary depending upon the demands of the background investigation.
2. The Employee's normal hours of work will vary depending upon the demands of the background investigation.

Section 4: Compensation

1. The Employer agrees to pay Employee \$500.00 per background investigation.
2. The Employer agrees to supply a city vehicle for use when investigation takes investigator outside of the county. If vehicle is not available, appropriate mileage will be paid in lieu of.
3. The Employer shall provide no benefits to employee.

Section 5: Involuntary Termination

1. If the Employee resigns at the request of the Employer, whether formal or informal, then the Employee may declare a termination as of the date of request.

2. The Employer may terminate the Employee with or without good cause, at any time.

Section 6: Resignation

Nothing in this Agreement shall prevent, limit or interfere with the right of the Employee to resign at any time. In the event the Employee desires to resign employment, the Employee shall give written notice at least one day prior to separation. The Employer shall have no obligation to pay Employee any further compensation after the expiration of the notice period.

Section 7: General Provisions

A: Assignment. This Agreement may not be assigned by either party without the written consent of the other party.

B. Severability. If this Agreement contains any unlawful provision not an essential part of the Agreement and which shall not appear to have been a controlling or material inducement to the making of this Agreement the unlawful provision shall be deemed of no effect and shall, upon agreement by the parties, be deemed stricken from the Agreement without affecting the binding force of the remainder.

City of Bartlesville, OK

By: _____

Mayor

Attest: _____

City Clerk

Executed this the _____ Day of June, 2024.

Employee

By: _____

Rocky R. Bevard

Executed this the _____ day of June, 2024.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discussion and possible action on an MOU between the City and IAFF Local 200 to provide paid administrative leave to Johnny Kelley, Bartlesville Fire Fighter and Barnsdall Mayor, so that he may provide full time assistance to Barnsdall to assist in its recovery effort from the May 6, 2024 tornado.

Attachments:
MOU

II. STAFF COMMENTS AND ANALYSIS

On May 6, 2024, a tornado struck Barnsdall, OK and eventually small areas of Bartlesville, OK. We were fortunate that the storm weakened significantly before it struck within our city limits. Barnsdall fared far worse, and is in the midst of a significant clean up effort. I immediately reached out to Barnsdall to offer our assistance once our own clean-up was complete.

To this point, we've only received a single request to aid them. The Barnsdall City Attorney, John Heskett, asked me if it would be possible to provide paid leave to Johnny Kelley from the Bartlesville Fire Department. Johnny Kelley serves as the Mayor of Barnsdall and has been working full time as part of their recovery effort. Currently, he is having to pay to have his shift covered as per standard policy/contract. I replied that I would grant it if it was at all possible. Unfortunately, our agreement with IAFF Local 200 does not include provisions for leave of this sort, so I began to work with City staff and the union to draft an MOU.

The results of these discussions attached in the form of an MOU that will require Council approval. I believe that this situation is unique enough to not set a precedent and that the situation in Barnsdall is dire enough to warrant this sort of assistance.

Please schedule this for presentation and approval at the next City Council meeting.

III. BUDGET IMPACT

None

IV. RECOMMENDED ACTION

Approved the attached MOU.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered in by and between the CITY OF BARTLESVILLE, hereinafter referred to as "CITY", and the BARTLESVILLE PROFESSIONAL FIREFIGHTERS, LOCAL 200, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, hereinafter referred to as "LOCAL", for the term hereinafter defined; WITNESSETH:

WHEREAS, the City of Bartlesville has offered assistance to the City of Barnsdall, - Oklahoma ("Barnsdall") to aid in that city's recovery from the May 6, 2024 tornado, and

WHEREAS, Barnsdall's only request has been to assist their Mayor, Johnny Kelley, who is employed as a Bartlesville Firefighter, to better respond to this emergency without incurring a large personal financial obligation; and

WHEREAS, the City of Bartlesville is willing to provide Johnny Kelley with paid administrative leave during the period of this recovery; and

WHEREAS, the current agreement between the City and the Local does not contain any provisions for leaves of this nature; and

WHEREAS, the City and the Local wish to create an MOU to assist Johnny Kelley and the City of Barnsdall with their request.

NOW THEREFORE, pursuant to the agreement of the parties, it is hereby agreed as follows:

1. Johnny Kelley shall be granted paid administrative leave from the Bartlesville Fire Department so that he may assist Barnsdall during its disaster recovery effort.

2. The term of this MOU shall be retroactive to the date of the disaster, May 6, 2024, and shall continue for a period of thirty (30) days thereafter.

3. The paid administrative leave provided for herein shall cover all of Johnny Kelley's shifts scheduled during the term hereof.

4. Johnny Kelley shall not be required to obtain coverage for any of these shifts.

5. The term of this MOU may be extended by a maximum of three (3) additional terms of thirty (30) days upon determination by the

City Manager that Johnny Kelley is still needed in a full-time capacity for the Barnsdall recovery effort.

6. Any extension of term of this MOU beyond what is provided herein shall require the consent of both parties.

7. If at any time Johnny Kelley's participation in the Barnsdall recovery effort allows him to return to his normal shifts at the Bartlesville Fire Department, he shall do so without delay.

8. All vacation taken for the purpose of assisting with the Barnsdall recovery effort from the date of the Barnsdall tornado until the effective date of this agreement shall be returned to Johnny Kelley's vacation bank.

APPROVED by the parties hereto this ____ day of May, 2024.

CITY OF BARTLESVILLE, OKLAHOMA

By: _ _ _ _ _

Dale Copeland,
Mayor

BARTLESVILLE PROFESSIONAL
FIREFIGHTERS LOCAL 200

By: _ _ _ _ _

Josiah Rovenstine,
President

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to update Appendix 1 of the Fraternal Order of Police (FOP) Collective Bargaining Agreement for Fiscal Year 23-25.

Attachments:

FOP Memorandum of Understanding
Appendix 1 – FOP Pay Scale

II. STAFF COMMENTS AND ANALYSIS

The City of Bartlesville entered into a two-year agreement with the FOP on July 1, 2023. Article 15, Section 1 of this agreement provides that for fiscal year 2023-2024, Appendix 1 shall be adjusted to reflect a cost of living raise equal to the cost-of-living raise given to other City employees as a group. Section 2 also provides that in the event the City Manager or City Council affirmatively grant general wage increases to other City employee groups during the term of the Contract, then members represented by the Bargaining Unit shall receive the same wage increase.

The City Council approved a 6% cost of living adjustment to all employee groups for fiscal year 2024-2025, the purpose of this memorandum of understanding is to allow the pay scale in Appendix 1 to be updated to reflect the 6% cost of living adjustment.

III. BUDGET IMPACT

The fiscal year 24-25 budget included a 6% cost of living increase for employees covered under the FOP collective bargaining agreement and was approved by the City Council on May 6, 2024.

IV. RECOMMENDED ACTION

Staff recommends approval and execution of the memorandum of understanding.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered in by and between the CITY OF BARTLESVILLE, hereinafter referred to as "CITY", and the FRATERNAL ORDER OF POLICE, LODGE 117, for Fiscal Years 2024-2025; and

WHEREAS, Article 15, Section 1 provides that for fiscal year 2024-2025, Appendix 1 shall be adjusted to reflect the cost-of-living raise given to other general City employees as a group; and

WHEREAS, Article 15, Section 2 provides that in the event the City Manager or City Council affirmatively grants general wage increases to other city employee groups during the term of this Contract, then members represented by the Bargaining Unit shall receive the same wage increase; and

WHEREAS, the CITY has been approved by the City Council to provide a 6% cost of living adjustment to all employee groups for fiscal year 2024-2025.

NOW THEREFORE, pursuant to the agreement of the parties, it is agreed as follows:

1. The pay scale which is represented in Appendix 1 of the contract for fiscal years 2024-2025 will be adjusted to hereby grant 6% cost of living adjustments to the pay scale effective July 1, 2024.

APPROVED by the parties hereto this 3rd day of June, 2024.

CITY OF BARTLESVILLE

BY: _____
MAYOR

FOP LODGE 117

BY: 
PRESIDENT

POLICE DEPARTMENT PAY SCALE**APPENDIX 1****FY 24-25**

	RECRUIT	1	2	3	4	5	6	7	8	9	10	11	12
Police Officer	\$26.29	\$26.94	\$27.62	\$28.31	\$29.01	\$29.74	\$30.48	\$31.25	\$32.03	\$32.83	\$33.65	\$34.49	\$35.35
Corporal		\$31.25	\$32.03	\$32.83	\$33.65	\$34.49	\$35.36	\$36.24	\$37.15	\$38.07	\$39.03	\$40.00	
Sergeant		\$37.13	\$38.06	\$39.01	\$39.99	\$40.99	\$42.01	\$43.06	\$44.14	\$45.24			
Lieutenant		\$43.07	\$44.14	\$45.25	\$46.38	\$47.54	\$48.73	\$49.95	\$51.19				
Captain		\$48.73	\$49.95	\$51.20	\$52.47	\$53.79	\$55.13	\$56.51					

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to update Article 15 of the Fraternal Order of Police (FOP) Collective Bargaining Agreement for Fiscal Year 24-25.

Attachments:

FOP Memorandum of Understanding (MOU)
Appendix II – Longevity Schedule

II. STAFF COMMENTS AND ANALYSIS

With a specific and long-standing agreement with the union groups the City of Bartlesville has a practice of paying monthly stipends to employees for things such as education pay, certification pays, and longevity pay. It has been brought to our attention that these should be paid at an hourly rate instead of monthly.

This agreement will change any monthly stipend rates to hourly rates as noted in the MOU.

This has been reviewed by the City Attorney.

III. BUDGET IMPACT

There would be minimal budget impact. The impact would come on overtime hours worked which could vary by department and employee.

IV. RECOMMENDED ACTION

Staff recommends approval and execution of the memorandum of understanding.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered in by and between the CITY OF BARTLESVILLE, hereinafter referred to as "CITY", and the FRATERNAL ORDER OF POLICE, LODGE 117, for Fiscal Years 2023-2025; and

WHEREAS, Article 15, Section 3 states the City agrees to pay any members covered by the bargaining unit a monthly certification stipend based on the completion of a CLEET Intermediate Law Enforcement Certification, in the amount of \$50 per month. Additionally, the City agrees to pay an additional \$50 per month for CLEET Advanced Law Enforcement Certification.; and

WHEREAS, Article 15, Section 4 states that officers who are state certified law enforcement instructors will receive \$15.00 per month. Advanced state certified law enforcement instructors will receive an additional \$5.00 per month. With both basic and advanced instructor certification, an officer will receive \$20.00 per month.; and

WHEREAS, Article 15, Section 5 states that the City agrees to pay to each officer who has completed studies at accredited universities or colleges in accordance with the following schedule:

60 hours	\$40.00 per month
Associates Degree	\$75.00 per month
Bachelor's Degree	\$150.00 per month
Master's Degree	\$175.00 per month

; and

WHEREAS, Appendix II includes the longevity schedule in monthly amounts; and

WHEREAS, the CITY is adjusting all monthly stipends for all employee groups to an hourly rate for fiscal year 2024-2025.

NOW THEREFORE, pursuant to the agreement of the parties, it is agreed as follows:

1. Article 15, Section 3 will be adjusted to read as follows: "The City agrees to pay any members covered by the bargaining unit an hourly certification rate based on the completion of a CLEET Intermediate Law Enforcement Certification, in the amount of \$0.28 per hour. Additionally, the City agrees to pay an additional \$0.28 per hour for CLEET Advanced Law Enforcement Certification" effective July 1, 2024.
2. Article 15, Section 4 will be adjusted to read as follows: "Officers who are state certified law enforcement instructors will receive \$0.08 per hour. Advanced state certified law enforcement instructors will receive an additional \$0.03 per hour. With both basic and advanced instructor certification, an officer will receive \$0.11 per hour" effective July 1, 2024.
3. Article 15, Section 5 will be adjusted to state that "the City agrees to pay to each officer who has completed studies at accredited universities or colleges in accordance with the following schedule:

60 hours	\$0.22 per hour
Associates Degree	\$0.42 per hour
Bachelor's Degree	\$0.84 per hour
Master's Degree	\$0.98 per hour

4. The longevity scale which is represented in Appendix II of the contract for fiscal years 2023-2024 and 2024-2025 will be adjusted to hereby change the monthly amounts to hourly effective July 1, 2024.

APPROVED by the parties hereto this 3rd day of June, 2024.

CITY OF BARTLESVILLE

BY: _____
MAYOR

FOP LODGE 117

BY: 
PRESIDENT

**APPENDIX II
CITY OF BARTLESVILLE - POLICE DEPARTMENT
LONGEVITY SCHEDULE
FISCAL YEARS 2024-2025**

<u>Years of Service</u>	<u>Hourly Longevity Pay</u>
5	\$.35
6	.35
7	.35
8	.35
9	.35
10	.70
11	.70
12	.70
13	.70
14	.70
15	1.17
16	1.17
17	1.17
18	1.17
19	1.17
20	1.63
21	1.63
22	1.63
23	1.63
24	1.63
25	1.63
26	1.63
27	1.63
28	1.63
29	1.63
30	2.10
31	2.10
32	2.10
33	2.10
34	2.10
35	2.10
36	2.10



**Office of the Mayor
City of Bartlesville
401 S. Johnstone
Bartlesville, OK 74003
918.338.4282
www.cityofbartlesville.org**

**STATE OF OKLAHOMA
CITY OF BARTLESVILLE
PROCLAMATION**

I, Dale W. Copeland, Mayor of the City of Bartlesville, hereby declare and proclaim, effective May 9, 2024, a disaster emergency to prevent, minimize and repair injury and damage resulting from the May 6, 2024 tornado developing to such an extent to cause an extreme emergency situation to arise which jeopardizes the welfare of the citizens of Bartlesville.

Pursuant to this proclamation and declaration, and pursuant to 63 OSA 683.11, department heads shall have the power to enter into contracts and incur obligations necessary to combat such disaster, protecting the health and safety of persons and property, and providing emergency assistance to victims of such disaster. Such department heads are authorized to exercise these powers in the light of the exigencies of the extreme emergency situation without regard to time-consuming procedures and formalities prescribed by law (except mandatory constitutional requirements) pertaining to the performance of public work, entering into contracts, the incurring of obligations, the employment of temporary workers, the rental of equipment, the purchases of supplies and materials, and the appropriation and expenditure of public funds.

This proclamation shall remain in effect until terminated by the Chief Executive officer of governing body of this political subdivision of the State of Oklahoma.

Dale W. Copeland, Mayor

Jason Muninger, CFO/City Clerk



May 9, 2024 9:30 a.m. CST
Date and Time



**Office of the Mayor
City of Bartlesville
401 S. Johnstone
Bartlesville, OK 74003
918.338.4282
www.cityofbartlesville.org**

Date: May 21, 2024

Bureau of Indian Affairs
Eastern Oklahoma Region
P.O. Box 8002
Muskogee, Oklahoma 74402-8002

Subject: Detailed Rebuttal to Presumption of Minimal Adverse Impacts on Proposed Acquisition into Trust for Cherokee Nation

Dear Ms. Williamson,

The City of Bartlesville has carefully reviewed the Bureau of Indian Affairs' notification dated May 3, 2024, regarding the proposed acquisition of the "Bartlesville Property" (14.993 acres) into trust for the Cherokee Nation for gaming purposes. While we respect the Nation's interests, we have substantial concerns about the potential adverse impacts on our community. Therefore, we formally rebut the presumption of minimal adverse impacts as outlined in 25 C.F.R. § 151.9(b).

Concerns and Impacts:

1. Stormwater Runoff:

- **Impact:** The construction and operation of a large gaming establishment could significantly alter the local hydrology, increasing impervious surfaces and subsequently stormwater runoff. This can lead to flooding, erosion, and water quality degradation in nearby properties and water bodies within the City of Bartlesville.
- **Regulatory Tie:** Under 25 C.F.R. § 151.10(f), consideration must be given to the impact on the environment. Increased stormwater runoff from the proposed gaming site would necessitate robust stormwater management systems to mitigate these impacts.
- **Requested Action:** The Cherokee Nation should conduct a comprehensive Environmental Stormwater Impact Assessment. This study should include detailed hydrological modeling to predict changes in runoff patterns and volumes. Mitigation strategies, such as the construction of retention/detention basins, permeable pavements, and

green infrastructure, should be implemented to manage stormwater on-site effectively.

2. Traffic Impact:

- **Impact:** A gaming facility is expected to attract a significant number of visitors, which would increase traffic volumes on Oklahoma State Highway 75 and surrounding roadways. This could lead to congestion, increased risk of accidents, and degradation of road infrastructure.
- **Regulatory Tie:** According to 25 C.F.R. § 151.10(b), impacts on public services must be considered. The increased traffic from the gaming establishment poses a significant impact on local transportation infrastructure.
- **Requested Action:** The Cherokee Nation should coordinate with the Oklahoma Department of Transportation (ODOT) to perform a Traffic Impact Analysis (TIA). This analysis should assess current traffic conditions, projected traffic volumes, and the potential impact on highway safety and capacity. Based on the TIA findings, necessary roadway improvements, such as traffic signal installations, road widening, and access management strategies, should be implemented to mitigate these impacts.

3. Water and Sewer System Impact:

- **Impact:** The gaming establishment may require connection to the City of Bartlesville's water and sewer systems. This increased demand could strain the city's existing infrastructure, potentially leading to service disruptions or the need for costly upgrades. Alternatively, if the Tribe does not connect to the city's sewer system, there is a risk of environmental contamination from on-site wastewater treatment systems.
- **Regulatory Tie:** Under 25 C.F.R. § 151.10(e), the impact on the local government's ability to provide essential services must be considered. The potential strain on Bartlesville's water and sewer systems falls within this category.
- **Requested Action:** The Cherokee Nation should enter into an agreement with the City of Bartlesville for connection to the municipal water and sewer systems. This agreement should include provisions for capacity studies, necessary infrastructure upgrades, and cost-sharing arrangements. The city is opposed to any form of on-site wastewater treatment system as this is to avoid any risk of environmental contamination.

Proposed Approach Moving Forward:

To address these concerns constructively, the City of Bartlesville proposes the following approach:

1. Environmental Stormwater Impact Assessment:

- Conduct a detailed assessment to model the stormwater runoff impact and propose effective mitigation strategies. Implement recommended infrastructure improvements to manage runoff on-site before any construction on the property.

2. Traffic Impact Analysis and Mitigation:

- Coordinate with ODOT to conduct a Traffic Impact Analysis. Based on the findings, develop and implement a traffic management plan, including necessary roadway improvements and safety enhancements.

3. Water and Sewer System Agreement:

- Enter into a formal agreement with the City of Bartlesville for water and sewer service connections. This agreement should outline capacity assessments, necessary infrastructure improvements, and financial responsibilities.

4. Ongoing Monitoring and Communication:

- Establish a joint task force comprising representatives from the Cherokee Nation, the City of Bartlesville, and relevant state agencies to oversee the implementation of mitigation measures and ensure ongoing communication and cooperation.

By addressing these concerns through the requested assessments and agreements, we aim to mitigate potential adverse impacts on our community and foster a positive relationship between the City of Bartlesville and the Cherokee Nation.

We appreciate your attention to these matters and look forward to working together to ensure a thorough evaluation and mitigation of the potential impacts of the proposed gaming establishment.

Sincerely,



Dale Copeland
Mayor, City of Bartlesville



cc: Cherokee Nation Principal Chief Chuck Hoskin, Jr.
Cherokee Nation Councilmember District 12 Dora Patzkowski
Bartlesville City Manager, Mike Bailey
Bartlesville Assistant City Manager, Laura Sanders
Bartlesville Community Development Director, Larry Curtis
Bartlesville Chief Communications Officer, Kelli Williams



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS

Eastern Oklahoma Region

P.O. Box 8002

Muskogee, Oklahoma 74402

Real Estate Services

05/03/2024

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Mr. Dale Copeland
Mayor, City of Bartlesville
41 S. Johnstone Avenue
Bartlesville, Oklahoma 74003

Dear Mr. Copeland:

The Bureau of Indian Affairs, Eastern Oklahoma Region, Eastern Oklahoma Regional Office, has under consideration, an application for the acquisition of land by the United States to be held in trust for the use and benefit of the Cherokee Nation (Nation). The Nation currently owns the property in fee simple title. Pursuant to the Nation's application, the proposed use of the property is for gaming purposes.

The property known as the "Bartlesville Property," submitted for gaming fee-to-trust acquisition purposes is 14.993 acres, more or less, described as follows:

The East 990.0 feet of the West 1103.5 feet of the N2 NW4 SW4 in Section 28, Township 26 North, Range 13 East, Indian Base & Meridian, Washington County, Oklahoma. Containing 14.993 acres, more or less. SURFACE ONLY

The determination to acquire this property in trust will be made in the exercise of discretionary authority which is vested in the Assistant Secretary - Indian Affairs (AS-IA) pursuant to Title 25, Code of Federal Regulations (C.F.R.), Part 151, entitled Land Acquisitions. In accordance with 25 C.F.R. § 151.9(b) the AS-IA will presume the acquisition will further Tribal interests and will have minimal adverse impacts to local governments' regulatory jurisdiction, real property, and special assessments. State and local governments have 30 calendar days in which to provide written comments to rebut the presumption of minimal adverse impacts, which the AS-IA will consider in making the determination to acquire the property in trust.

Please submit information and comments to the following address: Bureau of Indian Affairs, Eastern Oklahoma Region, Eastern Oklahoma Regional Office, P.O. Box 8002, Muskogee, Oklahoma 74402-8002. Any rebuttal comments received within 30 calendar days of the date of this letter at the above address will be made available to the Nation and considered in the determination of the application. Notification of the AS-IA's decision to approve or deny the application will be provided by certified mail.

A copy of the application, excluding any documentation exempted under the Freedom of Information Act, is available for review at the Eastern Oklahoma Regional Office, 3100 West Peak Boulevard, Muskogee, Oklahoma. Please contact Mr. Justin Vann, Realty Officer, Eastern Oklahoma Regional Office, Division of Real Estate Services, at 918-781-4658, to make an appointment to review the application if you choose to do so.

Respectfully,

TRACIE
WILLIAMSON

Digitally signed by
TRACIE WILLIAMSON
Date: 2024.05.03
10:40:50 -05'00'

Acting Regional Director

BARTLESVILLE NEXT PROGRESS REPORT - MAY 2024**FINANCIAL STRENGTH AND OPERATIONAL EXCELLENCE****Focus on staff recruitment, retention, development, department collaborations, and safety programs to improve workplace culture and morale.**

1	Investigate programs to recruit non-traditional employees and within schools.	HR	10/23	100%	
2	Within six months of adoption of Strategic plan, investigate potential vacation buyback program.	HR	10/23	100%	
3	Implement a job swap program for employees.	HR	10/23	100%	
4	Hold employee appreciation luncheons twice yearly.	HR	07/24	100%	
5	Investigate ways to implement a flex-hours or work from home program for applicable employees.	HR	04/24	100%	

Improve and modernize our workplace including seeking accreditations for operational excellence, developing a performance and reward-based evaluation process,

1	Develop a committee to research best practices and accreditation programs.	Admin	10/23	100%	Committee has met and is gathering data.
2	Develop and implement a performance and reward-based evaluation process for general employees by July 1, 2023 with intent to negotiate this process for uniformed groups in the future.	HR	07/23	100%	
3	Re-evaluate 311 and Enterprise Asset Management (E.A.M.) to determine how we can integrate these systems into our operating departments.	IT	04/24	75%	Reevaluating options for software.
4	Revise and update our website using newest technologies and integrations to improve citizen satisfaction and e-gov capabilities.	CCO	10/24	55%	

Develop annual communications and feedback systems to include a standard report to citizens, community survey, and employee survey.

1	Create and publish annual digital report on overall City and departmental achievements, progress, and goals. Summary of report to be circulated in utility bill.	Admin	09/24	35%	Changed the date to match up with our fiscal year. Original completion date was 4/24.
2	Create and distribute an annual survey to obtain citizen feedback and requests for all City departments. Individual departments may also be surveyed individually as part of a larger survey plan.	Admin	04/24	25%	
3	Create and distribute survey for employees to rate their department and the City as an overall employer by July 1, 2023.	HR	07/23	100%	
4	Develop feedback cards for golf course, library and other City services as appropriate.	Admin	10/23	100%	
5	Continue to enhance, improve, and promote City Beat and grow subscription base by 10%.	CCO	04/24	100%	

Adopt governance best practices relating to debt, financial targets, multi-year plans, and a comprehensive Council handbook.

1	Develop and adopt formal policies pertaining to:				
a	Formal debt policy based on GFOA authoritative guidance.	A&F	10/23	100%	
b	Formal policy requiring that utility rate studies be conducted at least every 5 years and requiring Council to utilize periodic rate studies to adopt multiyear rate plans.	A&F	10/23	100%	
c	Formal capital planning policy requiring that a 5-year Capital Improvement Plan (CIP) be prepared by Staff and adopted by the City Council concurrently with the budget every year.	A&F	10/23	100%	
2	Future budgets should include 5-year projections of revenue and expenditures for major operating funds to assist the Council and Staff in better planning for the future.	A&F	07/25	35%	Will contact Crawford & Assoc. If they are unable to provide service, then implementation may be delayed.
3	City Council will adopt a City Council Handbook that will help to guide current and future City Councils. City Manager will work with Mayor to schedule a Council workshop to discuss this item within one year of adoption of Strategic Plan.	Admin	04/24	100%	

EFFECTIVE INFRASTRUCTURE NETWORK**Develop Asset Management Program for infrastructure.**

1	The intent of the asset management program is to compile age, material, condition, and service life of the City's infrastructure (facilities, airport, streets, storm drain, wastewater, water, signals, signs, etc.) into ESRI's GIS software to aid in planning improvement priority and capital needs.	Eng			
a	Staff will determine what items need to be tracked, what data exists, and what data needs to be collected	Eng	10/23	95%	Pending budget approval on July 1.
b	Select consultant to collect and populate data into ESRI.	Eng			
i	Facilities, streets, storm drains, wastewater and water	Eng	10/24	25%	
ii	Signs and signals	Eng	10/25	50%	

Improve road conditions as captured by Pavement Condition Index (PCI).

1	Improve road conditions as captured by Pavement Condition Index (PCI).	Eng			
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BARTLESVILLE NEXT PROGRESS REPORT - MAY 2024

a	Complete PCI update currently under contract.	Eng	04/23	100%	
b	Once complete, develop several PCI score scenarios (maintain existing, desired PCI in 5 years and desired PCI in 10 years) with capital investment requirements – 6 months.	Eng	06/23	100%	
ECONOMIC VITALITY					
Reevaluate our development regulatory policies to ensure all rules, regulations, and processes align with best practices and reflect the character of our community.					
1	Update the city's comprehensive plan and other long-range plans utilizing accepted best practices (i.e. transportation, storm drainage, utilities, etc.).	Comm Dev			
a	Staff will develop an RFP to select a consultant.	Comm Dev	06/23	100%	
b	Present recommendations to the Council	Comm Dev	08/24	5%	Start date of project was delayed, so end date has been adjusted accordingly.
2	Update zoning, subdivision, and other ordinances and codes which regulate private development and land use following the updated comprehensive land use plan.	Comm Dev	06/25	0%	
Collaborate with economic development partners and experts to optimize development.					
1	Identify economic development partners and assign City employee to act as economic development liaison. Liaison shall act as conduit between economic development partners, developer, and City departments.	Admin	06/23	100%	
2	Convene a meeting with all economic development partners to determine how best to support their efforts and to define the expectations for all parties.	Admin	12/23	100%	
3	Ongoing coordination between liaison and economic development partners.	Admin		100%	
Develop and implement strategies to retain and attract young professionals and families to Bartlesville.					
1	Identify community partners who employ and recruit young professionals.	Admin	09/23	100%	
2	Engage with community partners to learn how the City can attract young professionals and families	Admin	01/24	20%	Scheduling meeting with COP/P66 leadership
3	Examine ways to make the community more enticing for businesses and restaurants that attract young professionals and families	Admin	01/24	0%	
4	Work closely with BDA and Visit Bartlesville to promote their efforts and accomplishments	Admin	01/24	0%	
COMMUNITY CHARACTER					
Explore opportunities to embrace the unique cultures of our community.					
1	Coordinate a multi-cultural group to highlight the diverse cultures in our community.	Library	01/24	100%	
a	Use this group to support/identify cultural needs that are unmet.				
b	Partner/support this group for an annual event.				
2	Allocate city resources for support group (such as facilities, properties, venues, etc.)	Library	01/25	0%	
Develop and maintain healthy lifestyle options as a segment of our parks, recreation and transportation systems.					
1	As part of the update to the City's comprehensive and other plans identified in Economic Vitality, update the Parks Masterplan to ensure that lifestyle options and parks and recreation systems are meeting the needs of the public.	Comm Dev	08/24	20%	Tied to the comprehensive plan.
2	Create a Trails/Multi-modal plan that incorporates existing assets and plans such as bicycle plan.	CD/S&T		0%	Tied to the comprehensive plan.
a	Review, evaluate, and update the Bicycle Plan	CD/S&T	08/24	0%	Tied to the comprehensive plan.
Ensure and maintain clean, bright, vibrant community spaces.					
1	Address vandalism and criminal activities in our community spaces, including destruction or defacement of public restrooms, violations of park curfews, etc.	PW/PD			
a	Improve security measures at public restrooms using automatic locks combined with motion and smoke detectors	Pub Works	04/24	95%	9 of 10 bathrooms installed
b	Police to respond to all calls at public restrooms generated by new systems	PD	04/24	100%	
i	Offenders, especially repeat offenders, will be prosecuted for vandalism, arson, trespassing, etc.	PD	04/24	100%	
2	Coordinate citizen volunteer efforts to supplement our maintenance efforts and to improve the appearance of our City. These could include periodic clean up days, adopt a mile programs, adopt a path programs, etc.	CD/PW	07/23	100%	KBB established.
a	Staff to list and prioritize possible programs.	CD/PW	01/24	5%	

BARTLESVILLE NEXT PROGRESS REPORT - MAY 2024

b	Adopt formal policy for selected program(s).	CD/PW	04/24	5%	
c	Advertise, promote, operate, and publicly report on the success of this program.	CD/PW	10/24	5%	
3	Establish Neighborhood Watch and Sentinel Program	PD	10/23	100%	
4	Finalize implementation of and launch Software 311 and City App	Comm Dev	04/24	100%	
5	Create a list of minimum maintenance intervals for our parks and rights-of-way.	Pub Works	07/23	100%	

EMERGING ISSUES

Partner with community groups to discuss, evaluate and report on existing needs and potential solution that address: Child Care, Housing, Homelessness, and

1	Child Care:	Admin			
a	Collaborate with local groups to help find solutions to the local child care shortage.	Admin	04/24	70%	
b	Help advocate for reform of child care regulations that act as barriers to new facilities.	Admin		70%	
2	Housing:	Comm Dev			
a	Evaluate local housing supply and demand to determine gaps in local housing stock by price level.	Comm Dev	04/24	100%	
3	Homelessness:	PD			
a	Collaborate with local groups seeking to reduce homelessness including "United Way" and "B the Light".	Admin/CD	04/24	95%	
b	Review existing laws and enforcement policies and retrain police officers to better handle crimes committed by the homeless.	Admin/PD	04/24	100%	
c	Utilize the mental health team data from PD to better understand our homeless population, how many homeless are in Bartlesville, and why they are here.	Admin/PD	04/24	100%	



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Receipt of Interim Financials for the ten months ending April 30, 2024.

Attachments:

Interim Financials for April 30, 2024

II. STAFF COMMENTS AND ANALYSIS

Staff has prepared the condensed Interim Financial Statements for April 2024; these should provide sufficient information for the City Council to perform its fiduciary responsibility. All supplementary, detailed information is available for the Council's use at any time upon request. All information is subject to change pending audit.

III. BUDGET IMPACT

N/A

IV. RECOMMENDED ACTION

Staff recommends the approval the Interim Financials for April 30, 2024.



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

For The Ten Months Ended April 30, 2024

CITY COUNCIL

Ward 1 - Dale Copeland, Mayor

Ward 2 - Loren Roszel

Ward 3 - Jim Curd, Vice Mayor

Ward 4 - Vacant

Ward 5 - Trevor Dorsey

City Manager
Mike Bailey

Prepared by:

Jason Muninger
Finance Director

Alicia Shelton
Accountant

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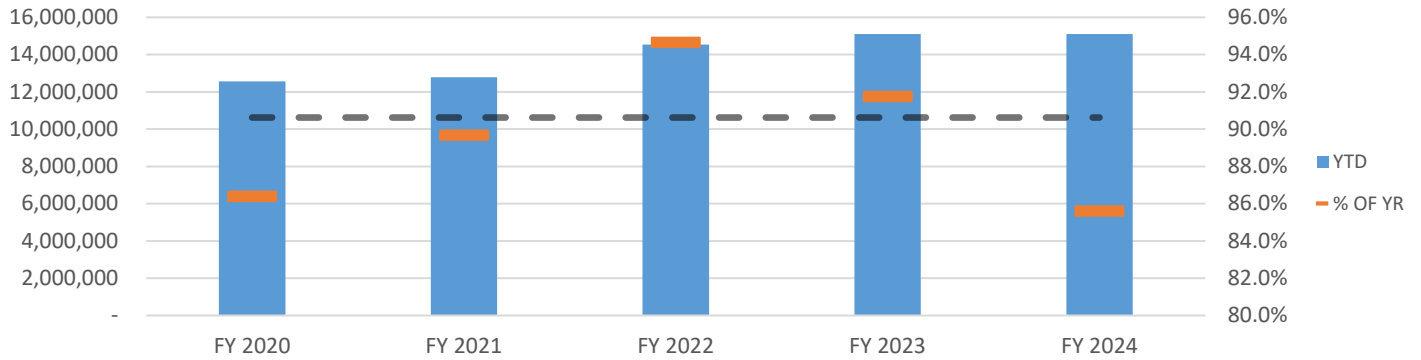
CHANGE IN FUND BALANCE

EXPLANATORY MEMO

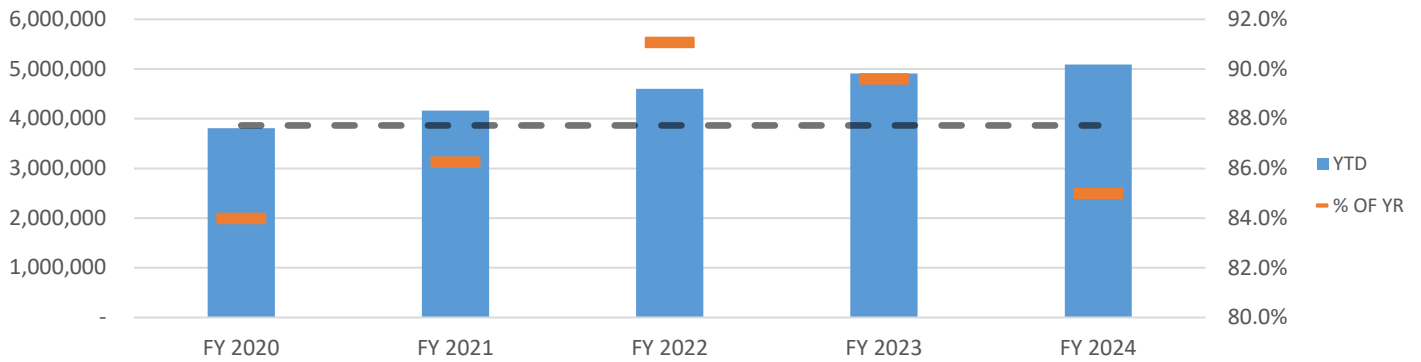
FINANCIAL STATEMENT REVENUE HIGHLIGHTS

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

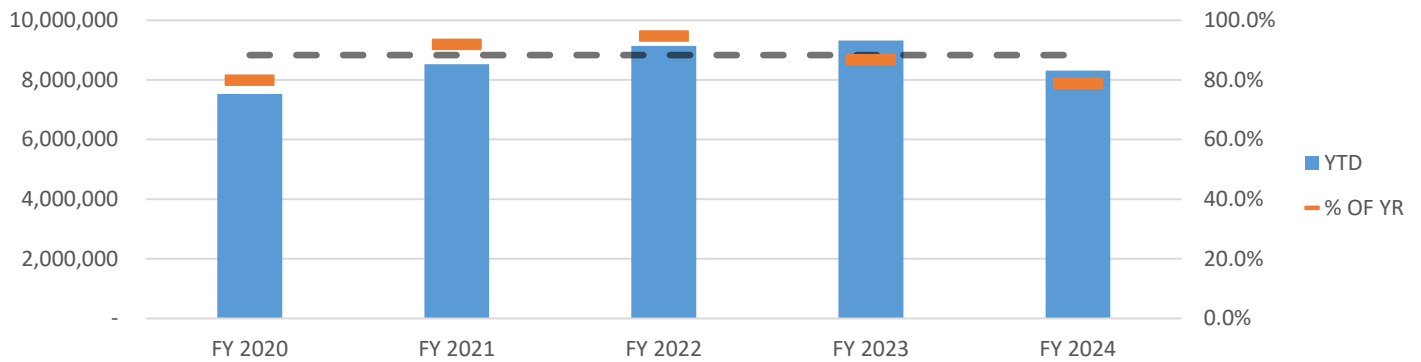
GENERAL FUND SALES TAX



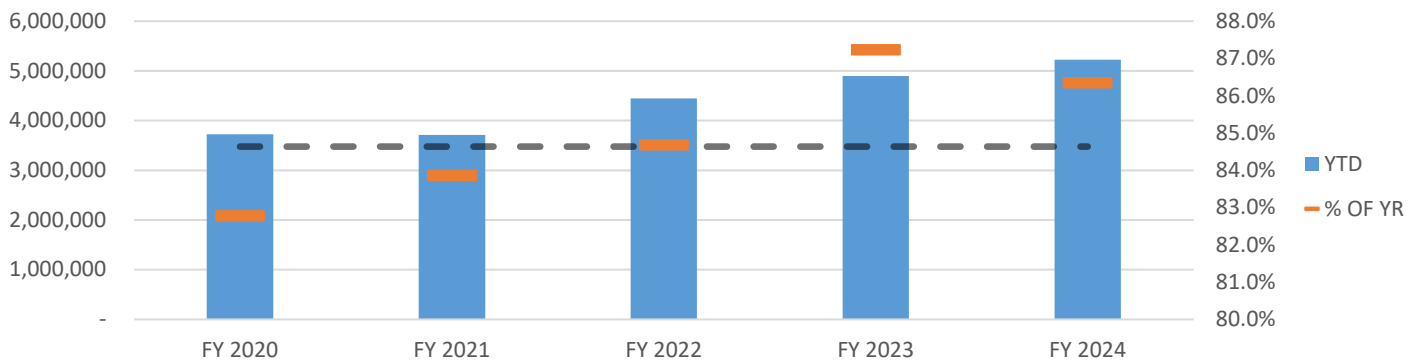
WASTEWATER FEES



WATER FEES



SANITATION FEES



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

83% of Year Lapsed

	2023-24 Fiscal Year					2022-23 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total	% of Budget	% Total Year
Revenue:							
Sales Tax	\$ 17,643,955	\$ 14,703,296	\$ 15,104,580	\$ -	\$ 15,104,580	85.6%	\$ 15,099,679 83.4%
Use Tax	2,500,000	2,083,333	4,094,742	-	4,094,742	163.8%	770,015 49.7%
Gross Receipt Tax	1,582,000	1,318,333	1,339,289	-	1,339,289	84.7%	1,391,364 85.5%
Licenses and Permits	256,700	213,917	240,357	-	240,357	93.6%	237,857 92.4%
Intergovernmental	700,400	583,667	600,253	-	600,253	85.7%	603,364 84.7%
Charges for Services	478,800	399,000	498,102	-	498,102	104.0%	527,796 88.2%
Court Costs	160,000	133,333	165,843	-	165,843	103.7%	158,186 83.1%
Police/Traffic Fines	460,000	383,333	303,014	-	303,014	65.9%	336,542 83.0%
Parking Fines	68,200	56,833	43,375	-	43,375	63.6%	41,450 86.5%
Other Fines	80,400	67,000	54,272	-	54,272	67.5%	58,006 82.6%
Investment Income	150,000	125,000	2,500,647	-	2,500,647	1667.1%	736,805 76.8%
Miscellaneous Income	910,700	758,917	999,195	-	999,195	109.7%	458,866 60.9%
Transfers In	6,561,228	5,467,690	5,467,692	-	5,467,692	83.3%	7,642,453 83.3%
Total	\$ 31,552,383	\$ 26,293,652	\$ 31,411,361	\$ -	\$ 31,411,361	99.6%	\$ 28,062,383 81.4%
Expenditures:							
General Government	\$ 9,151,305	\$ 7,626,088	\$ 6,748,432	\$ 19,976	\$ 6,768,408	74.0%	\$ 6,658,444 81.2%
Public Safety	16,925,651	14,104,709	13,874,639	92,555	13,967,194	82.5%	12,768,297 82.7%
Street	2,103,511	1,752,926	1,490,567	9,914	1,500,481	71.3%	1,500,383 83.4%
Culture and Recreation	3,790,180	3,158,483	2,812,624	792	2,813,416	74.2%	2,663,614 81.8%
Transfers Out	4,189,369	3,491,141	3,490,925	-	3,490,925	83.3%	3,347,597 83.5%
Reserves	1,194,800	995,667	-	-	-	0.0%	- N.A.
Total	\$ 37,354,816	\$ 31,129,014	\$ 28,417,187	\$ 123,237	\$ 28,540,424	76.4%	\$ 26,938,335 82.3%
Changes in Fund Balance:							
Fund Balance 7/1			\$ 6,559,526				
Net Revenue (Expense)			2,994,174				
Ending Fund Balance			\$ 9,553,700				

COMBINED WASTEWATER OPERATING & BMA WASTEWATER FUNDS

Statement of Revenue, Expenditures, and Changes in Fund Balances

83% of Year Lapsed

	2023-24 Fiscal Year						2022-23 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total	% of Budget	YTD Total	% Total Year
Revenue:								
Wastewater Fees	\$ 6,007,344	\$ 5,006,120	\$ 5,092,370	\$ -	\$ 5,092,370	84.8%	\$ 4,919,441	98.7%
Investment Income	-	-	-	-	-	N.A.	27,077	#####
Debt Proceeds	-	-	-	-	-	N.A.	-	N.A.
Miscellaneous	<u>30,000</u>	<u>25,000</u>	<u>135,926</u>	<u>-</u>	<u>135,926</u>	453.1%	<u>176,183</u>	865.5%
Total	<u>\$ 6,037,344</u>	<u>\$ 5,031,120</u>	<u>\$ 5,228,296</u>	<u>\$ -</u>	<u>\$ 5,228,296</u>	86.6%	<u>\$ 5,122,701</u>	102.3%
Expenditures:								
Wastewater Plant	\$ 2,965,385	\$ 2,471,154	\$ 2,466,710	\$ 467,953	\$ 2,934,663	99.0%	\$ 2,676,892	100.3%
Wastewater Maint	861,009	717,508	685,850	3,072	688,922	80.0%	591,499	90.5%
BMA Expenses	27,735	23,113	27,730	-	27,730	100.0%	27,870	N.A.
Transfers Out	1,646,975	1,372,479	1,372,481	-	1,372,481	83.3%	1,368,814	95.0%
Reserves	<u>88,790</u>	<u>73,992</u>	<u>-</u>	<u>-</u>	<u>-</u>	0.0%	<u>-</u>	N.A.
Total	<u>\$ 5,589,894</u>	<u>\$ 4,658,246</u>	<u>\$ 4,552,771</u>	<u>\$ 471,025</u>	<u>\$ 5,023,796</u>	89.9%	<u>\$ 4,665,074</u>	98.0%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 2,904,457					
Net Revenue (Expense)			<u>675,525</u>					
Ending Fund Balance			<u>\$ 3,579,982</u>					

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

83% of Year Lapsed

	2023-24 Fiscal Year						2022-23 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total	% of Budget	YTD Total	% Total Year
Revenue:								
Water Fees	\$ 11,091,140	\$ 9,242,617	\$ 8,760,034	\$ -	\$ 8,760,034	79.0%	\$ 9,806,233	93.3%
Investment Income	-	-	-	-	-	N.A.	44,235	792.5%
Debt Proceeds	-	-	-	-	-	N.A.	-	N.A.
Miscellaneous	-	-	749,416	-	749,416	N.A.	2,683	265.6%
Total	\$ 11,091,140	\$ 9,242,617	\$ 9,509,450	\$ -	\$ 9,509,450	85.7%	\$ 9,853,151	93.7%
Expenditures:								
Water Plant	\$ 3,930,908	\$ 3,275,757	\$ 2,720,170	\$ 110,142	\$ 2,830,312	72.0%	\$ 2,991,028	107.6%
Water Administration	403,611	336,343	330,619	3,858	334,477	82.9%	328,786	97.4%
Water Distribution	2,251,525	1,876,271	1,462,773	2,271	1,465,044	65.1%	1,453,109	107.7%
BMA Expenses	3,826,024	3,188,353	2,899,278	(119,080)	2,780,198	72.7%	5,284,447	177.2%
Transfers Out	2,585,280	2,154,400	2,154,402	-	2,154,402	83.3%	2,141,154	95.6%
Reserves	294,520	245,433	-	-	-	0.0%	-	N.A.
Total	\$ 13,291,868	\$ 11,076,557	\$ 9,567,242	\$ (2,809)	\$ 9,564,433	72.0%	\$ 12,198,524	125.9%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 7,243,671					
Net Revenue (Expense)			(57,792)					
Ending Fund Balance			\$ 7,185,879					

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

83% of Year Lapsed

	2023-24 Fiscal Year						2022-23 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total	% of Budget	YTD Total	% Total Year
Revenue:								
Collection Fees	\$ 6,055,185	\$ 5,045,988	\$ 5,149,448	\$ -	\$ 5,149,448	85.0%	\$ 4,805,438	83.1%
Investment Income	-	-	-	-	-	N.A.	-	N.A.
Miscellaneous	173,239	45,669	114,986	-	114,986	66.4%	136,961	82.3%
Transfers In	-	-	-	-	-	N.A.	-	N.A.
Total	\$ 6,228,424	\$ 5,091,657	\$ 5,264,434	\$ -	\$ 5,264,434	84.5%	\$ 4,942,399	83.1%
Expenditures:								
Sanitation	\$ 3,564,131	\$ 2,970,109	\$ 2,666,187	\$ 45,780	\$ 2,711,967	76.1%	\$ 2,851,538	87.3%
Transfers Out	2,649,730	2,208,108	2,208,110	-	2,208,110	83.3%	2,206,206	83.3%
Reserves	134,997	112,498	-	-	-	0.0%	-	N.A.
Total	\$ 6,348,858	\$ 5,290,715	\$ 4,874,297	\$ 45,780	\$ 4,920,077	77.5%	\$ 5,057,744	85.5%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 322,482					
Net Revenue (Expense)			390,137					
Ending Fund Balance			\$ 712,619					

ALL OTHER FUNDS
Revenue Budget Report - Budget Basis

83% of Year Lapsed

	<u>Budget</u>	<u>Actuals</u>	<u>Percent of Budget</u>
Special Revenue Funds:			
Economic Development Fund	1,902,083	1,589,695	84%
E-911 Fund	1,095,403	976,770	89%
Special Library Fund	123,970	184,630	149%
Special Museum Fund	-	45,989	N/A
Municipal Airport Fund	-	75,583	N/A
Harshfield Library Donation Fund	-	-	N/A
Restricted Revenue Fund	55,000	85,235	155%
Golf Course Memorial Fund	25,000	28,100	112%
CDBG-COVID	-	-	N/A
ARPA	-	-	N/A
Justice Assistance Grant Fund	-	7,185	N/A
Neighborhood Park Fund	-	-	N/A
Cemetery Care Fund	2,600	1,972	76%
Debt Service Fund	4,818,069	4,770,066	99%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	3,603,280	3,284,056	91%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	-	35,200	N/A
Wastewater Regulatory Capital Fund	-	-	N/A
City Hall Capital Improvement Fund	47,880	47,880	100%
Storm Drainage Capital Improvement Fund	-	4,816	N/A
Community Development Block Grant Fund	-	219,087	N/A
2008B G.O. Bond Fund	-	-	N/A
2009 G.O. Bond Fund	-	-	N/A
2010 G.O. Bond Fund	-	-	N/A
2012 G.O. Bond Fund	-	-	N/A
2014 G.O. Bond Fund	-	-	N/A
2014B G.O. Bond Fund	-	-	N/A
2015 G.O. Bond Fund	-	-	N/A
2017 G.O. Bond Fund	-	-	N/A
2018A G.O. Bond Fund	-	-	N/A
2018B G.O. Bond Fund	-	-	N/A
2018C G.O. Bond Fund	-	-	N/A
2019A G.O. Bond Fund	-	-	N/A
2019B G.O. Bond Fund	-	-	N/A
2021A G.O. Bond Fund	-	-	N/A
2022 G.O. Bond Fund	-	-	N/A
2023 G.O. Bond Fund	6,900,000	6,900,000	100%
Proprietary Funds:			
Adams Golf Course Operating Fund	663,654	586,862	88%
Sooner Pool Operating Fund	72,245	60,205	83%
Frontier Pool Operating Fund	94,205	78,505	83%
Municipal Airport Operating	585,975	628,606	107%
Internal Service Funds:			
Worker's Compensation Fund	93,460	85,550	92%
Health Insurance Fund	3,757,814	4,613,172	123%
Auto Collision Insurance Fund	75,000	65,755	88%
Stabilization Reserve Fund	1,291,774	1,076,482	83%
Capital Improvement Reserve Fund	6,998,023	6,599,723	94%
Mausoleum Trust Fund	-	-	N/A

ALL OTHER FUNDS
Expenditure Budget Report - Budget Basis

83% of Year Lapsed

	Budget	Actuals	Percent of Budget
Special Revenue Funds:			
Economic Development Fund	5,416,131	1,872,793	35%
E-911 Fund	1,226,020	933,663	76%
Special Library Fund	220,970	172,169	78%
Special Museum Fund	51,500	25,830	50%
Municipal Airport Fund	28,508	435	2%
Harshfield Library Donation Fund	382,568	18,228	5%
Restricted Revenue Fund	350,441	113,218	32%
Golf Course Memorial Fund	65,940	54,414	83%
CDBG-COVID	-	-	N/A
ARPA	1,000,000	833,334	83%
Justice Assistance Grant Fund	7,619	-	0%
Neighborhood Park Fund	29,599	-	0%
Cemetery Care Fund	12,303	200	2%
Debt Service Fund	4,820,069	4,748,269	99%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	6,164,456	1,435,980	23%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	27,542	(2,160)	-8%
Wastewater Regulatory Capital Fund	554,842	23,508	4%
City Hall Capital Improvement Fund	170,362	-	0%
Storm Drainage Capital Improvement Fund	55,577	7,447	13%
Community Development Block Grant Fund	-	(520)	N/A
2008B G.O. Bond Fund	-	-	N/A
2009 G.O. Bond Fund	-	-	N/A
2010 G.O. Bond Fund	-	-	N/A
2012 G.O. Bond Fund	-	-	N/A
2014 G.O. Bond Fund	-	-	N/A
2014B G.O. Bond Fund	3,885	-	0%
2015 G.O. Bond Fund	-	-	N/A
2017 G.O. Bond Fund	-	-	N/A
2018A G.O. Bond Fund	-	-	N/A
2018B G.O. Bond Fund	28,659	-	0%
2018C G.O. Bond Fund	-	-	N/A
2019A G.O. Bond Fund	326,564	-	0%
2019B G.O. Bond Fund	341,460	-	0%
2021A G.O. Bond Fund	521,244	-	0%
2022 G.O. Bond Fund	4,880,960	1,979,994	41%
2023 G.O. Bond Fund	6,900,000	168,034	2%
Proprietary Funds:			
Adams Golf Course Operating Fund	665,922	559,398	84%
Sooner Pool Operating Fund	79,562	39,671	50%
Frontier Pool Operating Fund	94,230	53,004	56%
Municipal Airport Operating	670,036	544,011	81%
Internal Service Funds:			
Worker's Compensation Fund	430,000	141,095	33%
Health Insurance Fund	4,987,780	4,577,531	92%
Auto Collision Insurance Fund	443,559	55,590	13%
Stabilization Reserve Fund	11,933,651	-	0%
Capital Improvement Reserve Fund	12,390,050	3,379,524	27%
Mausoleum Trust Fund	7,791	-	0%

ALL OTHER FUNDS

Fund Balance Report - Modified Cash Basis

83% of Year Lapsed

	Beginning of Year	Change	Current
Special Revenue Funds:			
Economic Development Fund	3,705,288	(182,619)	3,522,669
E-911 Fund	214,997	43,222	258,219
Special Library Fund	290,970	11,521	302,491
Special Museum Fund	139,059	20,159	159,218
Municipal Airport Fund	80,702	47,910	128,612
Harshfield Library Donation Fund	463,144	(10,506)	452,638
Restricted Revenue Fund	409,319	(27,526)	381,793
Golf Course Memorial Fund	45,891	(23,671)	22,220
CDBG-COVID	-	-	-
ARPA	1,762,952	(833,334)	929,618
Justice Assistance Grant Fund	7,619	7,185	14,804
Neighborhood Park Fund	60,222	-	60,222
Cemetery Care Fund	10,055	1,772	11,827
Debt Service Fund	3,726,110	21,797	3,747,907
Capital Project Funds:			
Sales Tax Capital Improvement Fund	3,737,112	1,807,944	5,545,056
Park Capital Improvement Fund	-	-	-
Wastewater Capital Improvement Fund	162,540	(39,799)	122,741
Wastewater Regulatory Capital Fund	840,690	(226,154)	614,536
City Hall Capital Improvement Fund	125,618	47,880	173,498
Storm Drainage Capital Improvement Fund	57,026	(2,631)	54,395
Community Development Block Grant Fund	-	211,387	211,387
2008B G.O. Bond Fund	-	-	-
2009 G.O. Bond Fund	-	-	-
2010 G.O. Bond Fund	-	-	-
2012 G.O. Bond Fund	-	-	-
2014 G.O. Bond Fund	7,686	-	7,686
2014B G.O. Bond Fund	3,886	-	3,886
2015 G.O. Bond Fund	12,444	-	12,444
2017 G.O. Bond Fund	56,485	-	56,485
2018A G.O. Bond Fund	52,547	-	52,547
2018B G.O. Bond Fund	46,204	-	46,204
2018C G.O. Bond Fund	-	-	-
2019A G.O. Bond Fund	327,431	-	327,431
2019B G.O. Bond Fund	397,717	(35,219)	362,498
2021A G.O. Bond Fund	526,494	-	526,494
2022A G.O. Bond Fund	6,765,084	(3,370,367)	3,394,717
2023 G.O. Bond Fund	-	6,850,251	6,850,251
Proprietary Funds:			
Adams Golf Course Operating Fund	19,376	43,788	63,164
Sooner Pool Operating Fund	21,830	42,634	64,464
Frontier Pool Operating Fund	23,562	44,954	68,516
Municipal Airport Operating	309,066	89,628	398,694
Internal Service Funds:			
Worker's Compensation Fund	196,884	(49,975)	146,909
Health Insurance Fund	45,564	35,741	81,305
Auto Collision Insurance Fund	509,867	(27,959)	481,908
Stabilization Reserve Fund	11,933,651	1,076,482	13,010,133
Capital Improvement Reserve Fund	17,068,585	4,230,092	21,298,677
Mausoleum Trust Fund	8,164	-	8,164



FROM: Jason Muninger, CFO/City Clerk

SUBJECT: Financial Statement Explanatory Information

GENERAL INFORMATION

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

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

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

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

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

These analyses are presented in the final manner:

Highlights:

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

Major Operating Funds:

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

Other Funds:

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

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

(Published in Bartlesville, OK Examiner-Enterprise 4/27/2024, 5/1/2024, & 5/4/2024)

INVITATION FOR BIDS

**City of Bartlesville
Pathfinder Improvements 2024
Bid No. 2023-2024-016**

Notice is hereby given that the City of Bartlesville will receive sealed bids at the office of the City Clerk until **2:00 p.m.** on the 22th day of May, 2024 at such time bids will be opened and publicly read.

The project consists of furnishing all materials, labor, and expenses necessary to construct the project as called for in the plans and specifications on file in the Engineering Department, 3rd Floor, City Hall, 401 S. Johnstone, Bartlesville, Oklahoma 74003, (918) 338-4251. Plans, specifications, and contract documents may be examined in this office and are available at a nonrefundable charge of **\$25.00** or they can be requested and received via email at no charge (kdtoulou@cityofbartlesville.org).

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

A mandatory pre-bid conference will be held on May 7th, 2024 at 10:00 a.m. in the City Hall, 3rd Floor Conference Room, 401 S. Johnstone, Bartlesville, Oklahoma.

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

1,700	TON	Superpave Type S4 (PG 64-22 OK)
215	CY	Class AA Concrete
34,400	LB	Reinforcing Steel


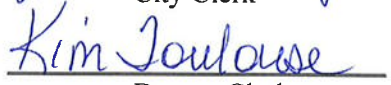
Proposals shall be submitted in sealed envelopes and marked, "City Clerk, City Hall, 401 S. Johnstone, Bartlesville, Oklahoma 74003, **Pathfinder Improvements 2024, Bid No. 2023-2024-016**". Proposals shall be accompanied by a five percent (5%) bid guarantee.

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

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

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

DATED this 19th day of April, 2024.


City Clerk
By: 
Deputy Clerk

BID REVIEW RECOMMENDATION

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A. SUBJECT:

Discuss and take action to award Bid No. 2023-2024-016 for the Pathfinder Improvements 2024 Project.

B. ATTACHMENTS:

Bid Tabulation
Construction Plans

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

A. PROJECT DESCRIPTION:

This project is a priority project included in the 2019A and 2021A General Obligation Bonds (GO Bonds). The project consists of trail reconstruction at the following locations: Johnstone Park to Tuxedo Blvd., Robinwood Park, Polaris Park, and Douglas Park. The trail will be overlaid from Adams Blvd. to Quapaw Ave. A drainage structure will be replaced approximately one quarter miles southeast of the Shawnee Trailhead entrance. All items of work were included in the Base Bid with no Bid Alternates.

B. COMMENTS:

In addition to advertising in the local newspaper, Dodge Reports, E-Plan Bidding, and Southwest Construction News, nine (9) contractors obtained copies of the bid documents and six (6) contractors attended the mandatory pre-bid meeting. Two (2) contractors submitted a bid. The base bids were as follows:

Core Civil Construction, LLC. (Collinsville, OK)	\$887,755.00
KSL Dirtworks, LLC (Bartlesville, OK)	\$879,220.91

The bids were evaluated for addendums, bid bonds, line-item prices, and arithmetic. Both bids had all of the necessary components and were mathematically correct.

C. BUDGET AMOUNT:

This project has multiple funding sources, originally totaling \$778,564.00. The 2019 A GO Bond provided \$326,564.00 in funding for the project. \$45,000.00 was originally budgeted for

the Douglas Park portion of the project in the 2021 A GO Bond. \$100,000.00 of Capital Reserve Funds and \$307,000.00 of Sales Tax Funds were also allocated to the project. The project was designed using City staff, leaving the entire \$778,564.00 for the construction portion of the project. The lowest compliant bid by KSL Dirtworks, LLC of \$879,220.91 exceeds the original budget by \$100,656.91. Unallocated Sales Tax Revenues, which currently stand at over \$415,000.00 and are anticipated to reach \$746,000.00 through the 2024-2025 fiscal year will cover the remaining portion of the amount bid.

III. RECOMMENDED ACTION

KSL Dirtworks is a local Bartlesville construction firm with experience in all tasks associated with this project. They have completed projects successfully for the City of Bartlesville in the past and have provided information confirming they have the bonding capacity and technical expertise to complete this project.

Staff recommends awarding the base bid to KSL Dirtworks, LLC in the amount of \$879,220.91.

/s/ Jim Curd, Jr.

Council Member

May 29, 2004

Date

Pathfinder Improvements 2024

BID TABULATION

PAY ITEM	ESTIMATED QUANTITY	UNIT	DESCRIPTION OF PAY ITEM	KSL Dirtworks		Core Civil Construction	
				UNIT BID PRICE	TOTAL BID AMOUNT	UNIT BID PRICE	TOTAL BID AMOUNT
1	1.00	LSUM	SELECTIVE CLEARING	\$ 19,350.96	\$ 19,350.96	\$ 20,000.00	\$ 20,000.00
2	50.00	CY	UNCLASSIFIED EXCAVATION	\$ 20.07	\$ 1,003.50	\$ 25.00	\$ 1,250.00
3	50.00	CY	UNCLASSIFIED BORROW	\$ 43.17	\$ 2,158.50	\$ 65.00	\$ 3,250.00
4	200.00	LF	TEMPORARY SILT FENCE	\$ 2.16	\$ 432.00	\$ 5.00	\$ 1,000.00
5	100.00	LF	TEMPORARY SILT DIKE	\$ 10.19	\$ 1,019.00	\$ 25.00	\$ 2,500.00
6	209.00	SY	SOLID SLAB SODDING	\$ 13.44	\$ 2,808.96	\$ 12.00	\$ 2,508.00
7	1,105.00	CY	AGGREGATE BASE TYPE A	\$ 101.39	\$ 112,035.95	\$ 72.00	\$ 79,560.00
8	6,913.00	SY	SUBGRADE, METHOD B	\$ 1.56	\$ 10,784.28	\$ 3.00	\$ 20,739.00
9	1,467.00	TON	SUPERPAVE, TYPE S5 (PG64-22OK)	\$ 172.86	\$ 253,585.62	\$ 135.00	\$ 198,045.00
10	135.00	TON	SUPERPAVE, TYPE S5 (PG64-22OK)(LEVELING)	\$ 196.52	\$ 26,530.20	\$ 135.00	\$ 18,225.00
11	476.00	SY	COLD MILLING PAVEMENT	\$ 5.41	\$ 2,575.16	\$ 15.00	\$ 7,140.00
12	2,693.00	CY	STRUCTURAL EXCAVATION (UNCLASSIFIED)	\$ 16.06	\$ 43,249.58	\$ 15.00	\$ 40,395.00
13	215.00	CY	CLASS AA CONCRETE	\$ 648.82	\$ 139,496.30	\$ 700.00	\$ 150,500.00
14	34,400.00	LB	REINFORCING STEEL	\$ 1.38	\$ 47,472.00	\$ 3.00	\$ 103,200.00
15	237.00	TON	TYPE I PLAIN RIPRAP WITH FILTER BLANKET	\$ 53.43	\$ 12,662.91	\$ 65.00	\$ 15,405.00
16	24.00	SY	CONCRETE SIDEWALK	\$ 72.34	\$ 1,736.16	\$ 95.00	\$ 2,280.00
17	24.00	SF	TACTILE WARNING DEVICE	\$ 32.96	\$ 791.04	\$ 35.00	\$ 840.00
18	1.00	EA	MANHOLE ADJUST TO GRADE	\$ 1,078.69	\$ 1,078.69	\$ 1,000.00	\$ 1,000.00
19	96.00	LF	REINFORCED CONCRETE PIPE, ROUND 12"DIA.	\$ 58.49	\$ 5,615.04	\$ 75.00	\$ 7,200.00
20	12.00	EA	CULVERT END TREATMENT, SPECIAL	\$ 1,579.06	\$ 18,948.72	\$ 2,000.00	\$ 24,000.00
21	1.00	LSUM	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	\$ 11,021.00	\$ 11,021.00	\$ 10,000.00	\$ 10,000.00
22	682.00	LF	REMOVAL OF FENCE	\$ 7.46	\$ 5,087.72	\$ 6.00	\$ 4,092.00
23	6,913.00	SY	REMOVAL OF TRAIL PAVEMENT	\$ 11.90	\$ 82,264.70	\$ 12.00	\$ 82,956.00
24	682.00	LF	FENCE, STYLE CLF 6' HIGH	\$ 36.62	\$ 24,974.84	\$ 35.00	\$ 23,870.00
25	1.00	LSUM	MOBILIZATION	\$ 37,471.40	\$ 37,471.40	\$ 50,000.00	\$ 50,000.00
26	1.00	LSUM	CONSTRUCTION STAKING LEVEL II	\$ 3,526.72	\$ 3,526.72	\$ 10,000.00	\$ 10,000.00
27	700.00	LF	TRAFFIC STRIPE PAINT 4" WIDE	\$ 4.52	\$ 3,164.00	\$ 4.00	\$ 2,800.00
28	1.00	LSUM	COSTRUCTION TRAFFIC CONTROL	\$ 8,375.96	\$ 8,375.96	\$ 5,000.00	\$ 5,000.00
			TOTAL		\$ 879,220.91		\$ 887,755.00

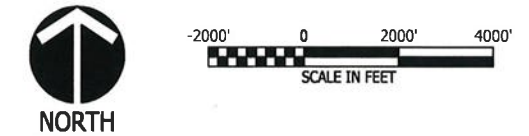
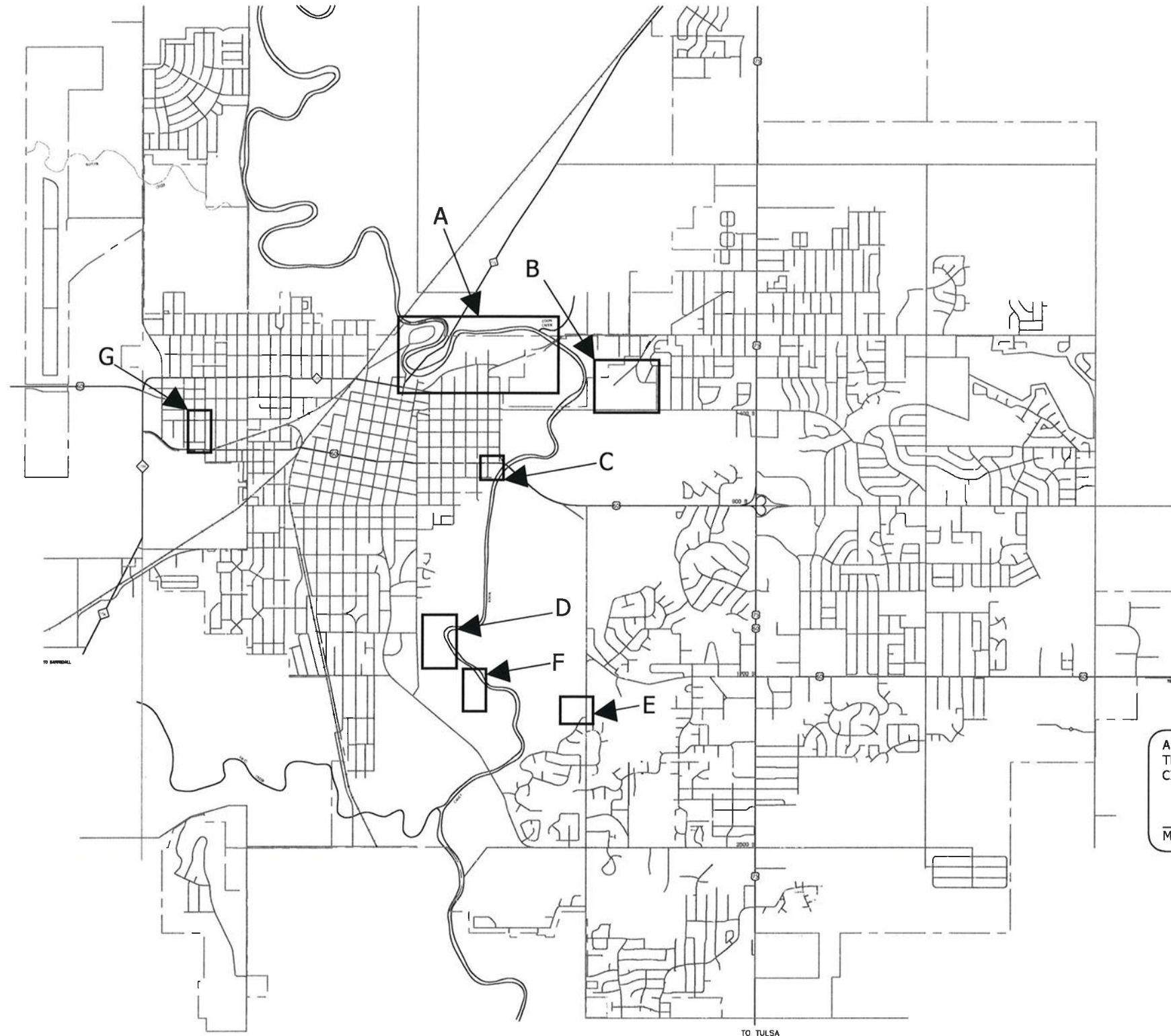


CONSTRUCTION DRAWINGS FOR
CITY OF BARTLESVILLE
PATHFINDER IMPROVEMENTS 2024

BID NO 2023-2024-016



PROJECT LOCATIONS		PROJECT LENGTH	
A	JOHNSTONE PARK TO TUXEDO BLVD	4,307 FT	0.82 MI
B	ROBINWOOD PARK	1,736 FT	0.33 MI
C	ADAMS BLVD TO QUAPAW AVE	535 FT	0.10 MI
D	OMITTED	0 FT	0.00 MI
E	POLARIS TRAILHEAD	890 FT	0.17 MI
F	DRAINAGE STRUCTURE	336 FT	0.06 MI
G	DOUGLAS PARK	921 FT	0.17 MI
PROJECT TOTAL		8,725 FT	1.65 MI
LOCATION LENGTHS DO NOT INCLUDE EXCEPTION DISTANCES.			



Sheet No	Sheet Title
1	COVER SHEET
2	TYPICAL SECTIONS
3	NOTES & PAY QUANTITIES (1 OF 2)
4	NOTES & PAY QUANTITIES (2 OF 2)
5 - 10	SECTION A
11 - 12	SECTION B
13	SECTION C
14	SECTION E
15	SECTION F
16	SECTION G
17	STRIPING DETAILS

THE FOLLOWING ODOT STANDARD DRAWINGS SHALL BE REQUIRED FOR THIS PROJECT

ALL OTHER ODOT STANDARDS APPLY AT THE DISCRETION OF THE ENGINEER

ROADWAY		TRAFFIC	
SSS-2	(R-14)	PM5-1	(T-501)
TWD-2	(R-26)		
CET 4S-4	(R-30)		
RWF 3-3	(R-73)		
BRIDGE			
RCB-C1-10(14-20)	(B-516E)		
RCB-E1-H8-0-1	(B-582E)		
RCB-E1-H8-0-2	(B-583E)		
RCB-CW1-D6-0	(B-801E)		

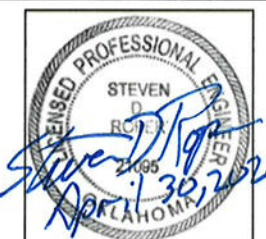


UTILITY COMPANY CONTACT INFORMATION

WATER - CITY OF BARTLESVILLE 401 S JOHNSTONE AVENUE BARTLESVILLE, OKLAHOMA 74003 CONTACT: TERRY LAURITSEN (918) 338-4107	TELEPHONE - AT&T 119 EAST SIXTH STREET BARTLESVILLE, OKLAHOMA 74003 CONTACT: JAY HALFERTY (918) 662-3032
SEWER - CITY OF BARTLESVILLE 401 S JOHNSTONE AVENUE BARTLESVILLE, OKLAHOMA 74003 CONTACT: TERRY LAURITSEN (918) 338-4107	CABLE - SPARKLIGHT 4127 S.E. NOWATA ROAD BARTLESVILLE, OKLAHOMA 74006 CONTACT: JUSTIN LINDLEY (918) 335-0332
ELECTRIC - AEP / PSO 310 S. COMANCHE AVE. BARTLESVILLE, OKLAHOMA 74003 CONTACT: TIEN CHAO (918) 337-1216	GAS - OKLAHOMA NATURAL GAS 3601 NE INDIANA BARTLESVILLE, OKLAHOMA 74006 CONTACT: SARA SPEAR (918) 335-5727
INTERNET - BLUEPEAK CONTACT: JOSHUA NUEMANN (405) 827-7414	

APPROVED
THIS DATE _____ DAY OF _____ 2023.
CITY OF BARTLESVILLE

MAYOR

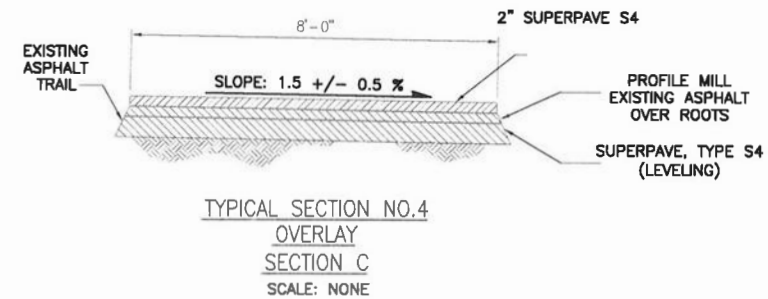
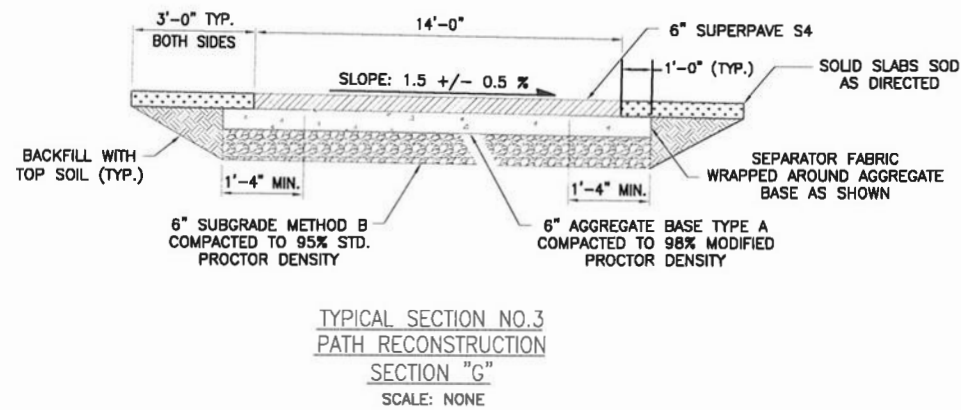
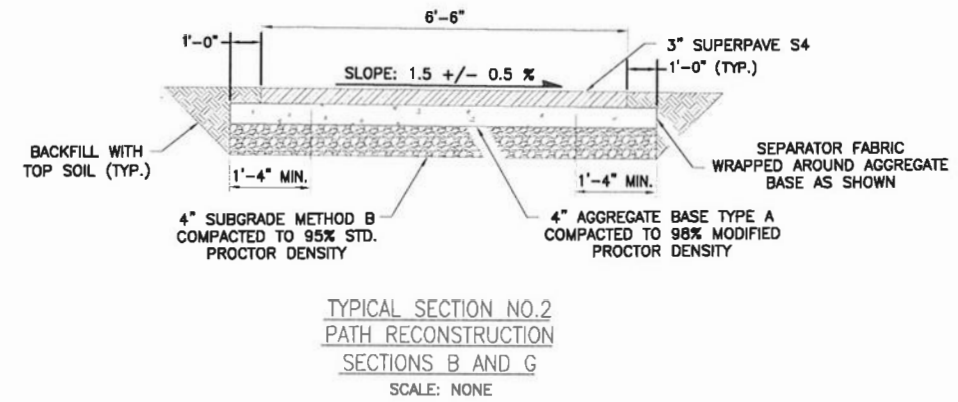
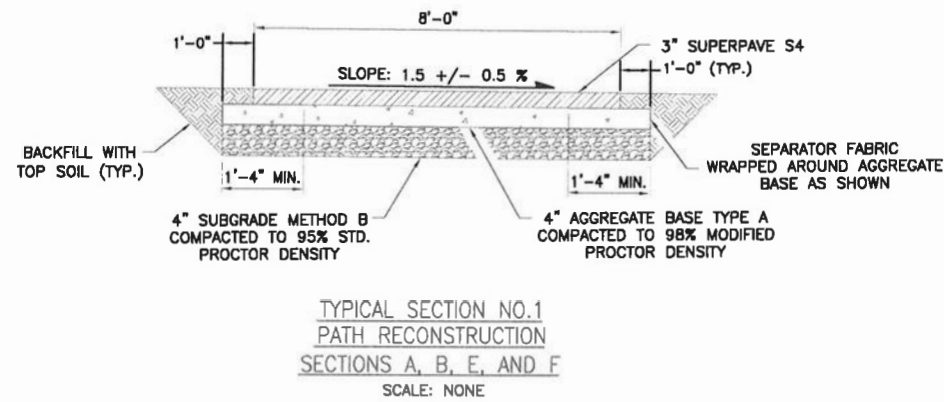


CITY OF BARTLESVILLE
ENGINEERING SERVICES

COVER SHEET &
LOCATOR MAP

DATE:	04/2024	SHEET NO	1
PROJECT NO.:	2021054		

Drawing Name: G:\PROJECTS\2021054_Pathfinder Improvements & Assessment\1\ANSI\CAD\Pathfinder Current Design\SDR.dwg Layout Name: Typical Sections Plotted By: SDR00888 Plotted on: 5/1/2024 1:46:15 PM



Drawing Name: G:\PROJECTS\2021054_Pathfinder Improvements & Assessment\PLAN\SDR\Pathfinder Current Design\SDR.dwg Layout Name: Notes & Pay Quantities (1 of 2) Plotted By: SDR\SDR Plotted on: 5/1/2024 1:46:36 PM

GENERAL CONSTRUCTION NOTES

- SP 1.

PROJECT WILL BE CONSTRUCTED UNDER CURRENT ODOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION. PROJECT SHALL BE CONSTRUCTED WITHOUT CLOSING ANY ROADS TO LOCAL OR THROUGH TRAFFIC. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PLACEMENT OF TEMPORARY PAVEMENT MARKINGS.
- SP 2.

THE CONTRACTOR SHALL UTILIZE THE CALL OKIE SYSTEM (1-800-522-6543) 48 HOURS IN ADVANCE OF ANY EXCAVATION.
- SP 3.

CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING WATER AND SEWER SERVICE CONNECTIONS TO HOMES IN WORKING ORDER AT ALL TIMES EXCEPT FOR BRIEF INTERRUPTIONS IN SERVICE. IN NO CASE SHALL SERVICES BE ALLOWED TO REMAIN OUT OF SERVICE OVERNIGHT.
- SP 4.

CONTRACTOR SHALL MAKE ALL NECESSARY PROVISIONS DURING CONSTRUCTION FOR THE SUPPORT AND PROTECTION OF ALL UTILITY POLES, GAS MAINS, TELEPHONE CABLES, SANITARY SEWER LINES, ELECTRIC CABLES, DRAINAGE PIPES, UTILITY SERVICE LINES, AND ALL OTHER STRUCTURES BOTH ABOVE AND BELOW GROUND. CONTRACTOR IS LIABLE FOR ALL DAMAGES DONE TO SUCH EXISTING FACILITIES AS A RESULT OF CONTRACTORS OPERATIONS.
- SP 5.

CONTRACTOR SHALL SUBMIT A WRITTEN REQUEST TO THE CITY ENGINEER FOR APPROVAL OF ALL AREAS TO BE USED FOR STAGING, MOBILIZATION, EQUIPMENT AND MATERIAL STORAGE, AND GENERAL PROJECT CONSTRUCTION MANAGEMENT. REQUEST SHALL BE SUBMITTED TO THE CITY ENGINEER WITHIN 5 DAYS OF THE NOTICE TO PROCEED.
- SP 6.

CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING GENERAL SAFETY AT AND ADJACENT TO THE PROJECT AREA, INCLUDING THE PERSONAL SAFETY OF THE CONSTRUCTION CREW AND THE GENERAL PUBLIC AND THE SAFETY OF PUBLIC AND PRIVATE PROPERTY.
- SP 7.

CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING STREETS AND SIDEWALKS ADJACENT TO PROJECT FREE OF MUD AND DEBRIS CAUSED BY CONSTRUCTION ACTIVITIES.
- SP 8.

NO EQUIPMENT OR MATERIAL SHALL BE DEPOSITED ON PRIVATE PROPERTY WITHOUT WRITTEN PERMISSION. THE CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGES RESULTING FROM SUCH ACTS AND SHALL REMOVE THE MATERIAL AND RESTORE THE PROPERTY AT THE EXPENSE OF THE CONTRACTOR.
- SP 9.

THE LOCATIONS OF ALL DRIVEWAYS, SIDEWALKS, CURBS, UTILITIES, AND OTHER ITEMS SHOWN ON PLANS ARE APPROXIMATE. ACCURATE LOCATIONS SHALL BE VERIFIED AT THE TIME OF CONSTRUCTION AFTER CONSULTATION WITH PROPERTY OWNERS AND UTILITY COMPANIES.
- SP 10.

CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO THE HOURS OF MONDAY THROUGH FRIDAY, 7:00 AM TO 7:00 PM, EXCLUDING CITY OF BARTLESVILLE HOLIDAYS UNLESS APPROVED OR DIRECTED BY THE ENGINEER.
- SP 11.

THE CONTRACTOR PERSONNEL SHALL WEAR IDENTIFYING CLOTHING OR HATS AT ALL TIMES.
- SP 12.

CONSTRUCTION DEBRIS SUCH AS BROKEN CONCRETE, EXCESS FILL. SHALL BECOME THE PROPERTY OF THE CONTRACTOR. MATERIALS SHALL BE COMPLETELY REMOVED FROM THE SITE PRIOR TO ACCEPTANCE OF THE PROJECT. ALL MATERIALS SHALL BE DISPOSED OF IN A MANNER THAT IS IN COMPLIANCE WITH ALL LOCAL, STATE, & FEDERAL REGULATIONS.
- SP 13.

OPERATION OF ALL WATER VALVES SHALL BE PERFORMED BY THE CITY OF BARTLESVILLE WATER UTILITIES DEPARTMENT. WORK TO BE DISCUSSED WITH WATER UTILITIES DIRECTOR, TERRY LAURITSEN, 72 HOURS IN ADVANCE OF THE NEED TO COMMENCE SUCH WORK.
- SP 14.

CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER BARRICADES, LIGHTING, AND SIGNAGE WITHIN THE CONSTRUCTION AREA. ALL CONSTRUCTION SIGNAGE SHALL BE IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THE FEDERAL HIGHWAY ADMINISTRATION'S "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", LATEST EDITION.
- SP 15.

CONTRACTOR SHALL FULL-DEPTH SAWCUT EXISTING PAVEMENT, DRIVEWAYS, AND SIDEWALKS AT AREAS WHERE EACH IS TO BE REMOVED. COSTS OF SAWCUTS ARE SUBSIDIARY TO OTHER ITEMS OF WORK.
- SP 16.

CONTRACTOR SHALL PRESERVE AND PROTECT OR REMOVE AND REPLACE (WITH PRIOR APPROVAL OF LANDOWNER), ALL TREES, SHRUBS, HEDGES, RETAINING WALLS, LANDSCAPING, BUILDINGS, SIDEWALKS, ETC, IN OR NEAR THE PROPOSED CONSTRUCTION AREA. THIS WORK SHALL BE CONSIDERED INCIDENTAL AND NOT A SEPARATE PAY ITEM.
- SP 17.

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

CONTRACTOR SHALL GIVE NOTICE TO THE ENGINEER ANY AREAS THAT DO NOT DRAIN PRIOR TO BEGINNING CONSTRUCTION. AREAS NOT IDENTIFIED BY THE CONTRACTOR PRIOR TO BEGINNING CONSTRUCTION SHALL HAVE POSITIVE DRAINAGE AT THE COMPLETION OF CONSTRUCTION. ANY AREAS FOUND TO POND WATER OR COLLECT SEDIMENT AS A RESULT OF PROJECT ACTIVITIES SHALL BE CORRECTED BY THE CONTRACTOR AT NO COST TO THE CITY.
- SP 19.

CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND ORDINANCES. COSTS ASSOCIATED WITH COMPLIANCE SHALL BE CONSIDERED INCIDENTAL AND INCLUDED IN THE PRICE BID FOR OTHER ITEMS OF WORK. THIS INCLUDES, BUT IS NOT LIMITED TO, STORMWATER PROTECTION AND CONCRETE WASHOUT BASINS.
- SP 20.

CONTRACTOR SHALL PROTECT ALL TREE ROOTS IN EXCESS OF 2-INCH DIAMETER FOUND IN THE SUBGRADE OR PROPOSED PAVEMENT SECTIONS.



ENGINEERING
SERVICES

#	DATE	DESCRIPTION
-	-	-

BY	DESIGNED BY: SDR
	DRAWN BY: AKL
	CHECKED BY: SDR

PROJECT:
PATHFINDER IMPROVEMENTS & ASSESSMENT

NOTES & PAY QUANTITIES (1 OF 2)

PROJECT NUMBER	DATE	SHEET
2021054	04/2024	3

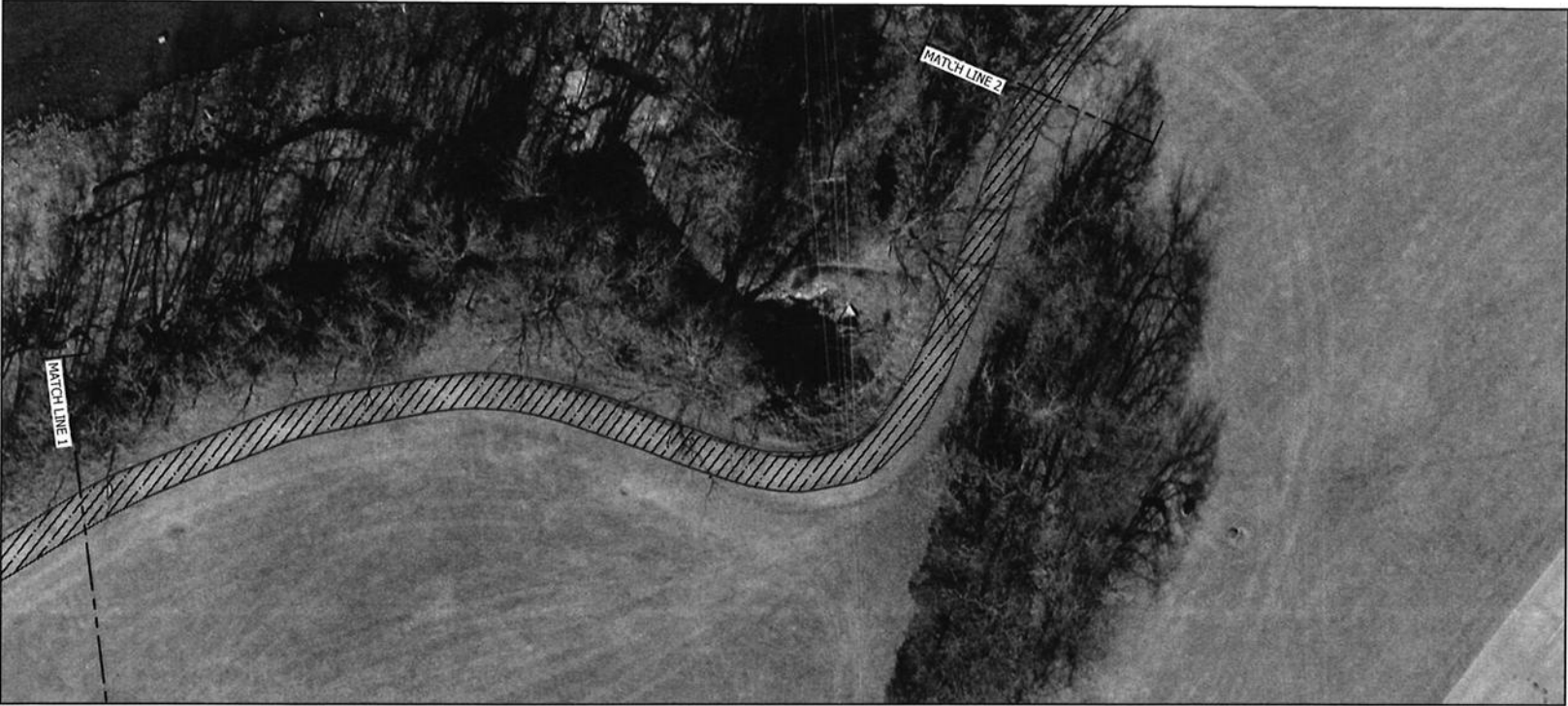
PAY QUANTITIES					
PATHFINDER IMPROVEMENTS 2024					
PAY ITEM	ODOT SPEC	DESCRIPTION	NOTES	UNIT	QUANTITY
1	201(B)	SELECTIVE CLEARING	1	LSUM	1.00
2	202(A)	UNCLASSIFIED EXCAVATION	2, 3	CY	50.00
3	202(D)	UNCLASSIFIED BORROW	2	CY	50.00
4	221(B)	TEMPORARY SILT FENCE	4	LF	200.00
5	221(E)	TEMPORARY SILT DIKE	4	LF	100.00
6	230(A)	SOLID SLAB SODDING	5	SY	209.00
7	303(A)	AGGREGATE BASE TYPE A	6	CY	1,105.00
8	310(B)	SUBGRADE, METHOD B		SY	6,913.00
9	411(C)	SUPERPAVE, TYPE S5 (PG64-22OK)	16, 18	TON	1,467.00
10	411(C)	SUPERPAVE, TYPE S5 (PG64-22OK)(LEVELING)	7, 8, 16	TON	135.00
11	412	COLD MILLING PAVEMENT	9	SY	476.00
12	501(A)	STRUCTURAL EXCAVATION (UNCLASSIFIED)	10, 11	CY	2,693.00
13	509(A)	CLASS AA CONCRETE	10	CY	215.00
14	511(A)	REINFORCING STEEL	10	LB	34,400.00
15	601(B)	TYPE I PLAIN RIPRAP WITH FILTER BLANKET		TON	237.00
16	610(A)	CONCRETE SIDEWALK	12	SY	24.00
17	610(I)	TACTILE WARNING DEVICE		SF	24.00
18	612(A)	MANHOLE ADJUST TO GRADE		EA	1.00
19	613(A)	REINFORCED CONCRETE PIPE, ROUND 12"DIA.		LF	96.00
20	613(M)	CULVERT END TREATMENT, SPECIAL		EA	12.00
21	619(A)	REMOVAL OF STRUCTURES AND OBSTRUCTIONS		LSUM	1.00
22	619(B)	REMOVAL OF FENCE		LF	682.00
23	619(B)	REMOVAL OF TRAIL PAVEMENT	13	SY	6,913.00
24	624(E)	FENCE, STYLE CLF 6' HIGH	17	LF	682.00
25	641(A)	MOBILIZATION		LSUM	1.00
26	642(B)	CONSTRUCTION STAKING LEVEL II		LSUM	1.00
27	854(A)	TRAFFIC STRIPE PAINT 4" WIDE		LF	700.00
28	880(J)	COSTRUCTION TRAFFIC CONTROL	14, 15	LSUM	1.00

PAY ITEM NOTES

1. THIS PAY ITEM INCLUDES COMPENSATION FOR REMOVAL OF ALL TREES OR PORTIONS OF TREES IN CONFLICT WITH CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL IDENTIFY LIMBS OR TREES IN CONFLICT WITH CONSTRUCTION ACTIVITIES AND PROVIDE A REMOVAL OR TRIMMING PLAN FOR ENGINEER APPROVAL. CONTRACTOR SHALL NOT TRIM OR REMOVE ANY TREE WITHOUT APPROVAL FROM THE ENGINEER.
2. QUANTITY INCLUDES 50 CY TO BE USED AT THE ENGINEER'S DISCRESSION.
3. EXCAVATION OF UNSUITABLE SUBGRADE SHALL BE PAID UNDER THIS PAY ITEM. CONTRACTOR SHALL NOT REMOVE SUBGRADE MATERIAL WITHOUT PRIOR APPROVAL BY THE ENGINER. ANY QUANTITY REMOVED WITHOUT APPROVAL OF THE ENGINEER IS DONE AT RISK TO THE CONTRACTOR.
4. QUANTITY INCLUDES 100 LF TO BE USED AT THE ENGINEER'S DESCRESSION.
5. SODDING LOCATIONS TO BE DETERMINED BY THE CITY.
6. INCLUDES COST OF SEPARATOR FABRIC.
7. THIS ITEM SHALL BE USED IN PLACE OF PAY ITEM 6 IN AREAS WHERE EXISTING ROOTS OR OTHER PAVEMENT SURFACE ABNORMALITIES CAUSE ASPHALT TO BE PLACED IN SEPARATE LIFTS, AS SHOWN IN TYPICAL SECTION IV.
8. PAYMENT FOR THIS PAY ITEM INCLUDES APPLICATION OF TACK COAT IN ACCORDANCE WITH ODOT SPECIFICATION 407.
9. THIS PAY ITEM IS TO BE USED FOR PROFILE MILLING, ELIMIATING AS MUCH EXISTING ASPHALT OVER ROOTS OR OTHER SURFACE IMPERFECTIONS AS POSSIBLE WITHOUT DAMAGING THE ROOTS OR OTHER UNDERLYING FEATURES.
10. PAY PLAN QUANTITY.
11. THIS PAY ITEM COMPENSATES THE CONTRACTOR FOR REMOVAL OF ALL EXISTING MATERIALS, EXCLUDING PIPE OR PIPE REMNANTS, NECESSARY TO CONSTRUCT THE DRAINAGE STRUCTURE.
12. THIS PAY ITEM IS USED TO COMPENSATE FOR THE PLACEMENT OF AN ADA COMPLIANT RAMP-STREET ENTRANCE.
13. THIS PAY ITEM INCLUDES REMOVAL OF ANY AGGREGATE BASE OR SUBGRADE MATERIAL REQUIRED FOR PLACEMENT OF THE TYPICAL SECTION IDENTIFIED FOR THAT SECTION OF THE PLANS.
14. INCLUDED IN THIS ITEM IS ADVANCED WARNING SIGNAGE INDICATING THE TRAIL CLOSURES AT THE CLOSEST TRAIL ACCESS POINT AND AT THE POINT OF CLOSURE, COINSIDING WITH THE LIMITS OF CONSTRUCTION.
15. COSTRUCTION SIGNING SHALL BE INSTALLED IN A MANNER APPROVED BY THE ENGINEER, IN ACCORDANCE WITH CHAPTER VI OF THE MUTCD, CURRENT EDITION, AND ALL APPLICABLE ODOT STANDARD DRAWINGS. CONTRACTOR SHALL PROVIDE A PROPOSED TRAFFIC CONTROL PLAN FOR APPROVAL BY THE CITY ENGINEER PRIOR TO BEGINNING WORK. AMOUNT BID FOR THIS ITEM SHALL BE PAYMENT IN FULL FOR THE INSTALLATION, MAINENANCE, AND SUBSEQUENT REMOVAL OF ALL NECESSARY CONSTRUCTINO TRAFFIC CONTROL DEVICES, PAVEMENT MARKINGS, AND FLAGGING ACTIVITIES REQUIRED FOR THE COMPLETION OF THE PROJECT.
16. CONTRACTOR SHALL PLACE TACK COAT IN ACCORDANCE WITH ODOT SPECIFICATION 407 ON ANY SURFACE THAT IS TO BE OVERLAID IN WHICH THE EXISTING SURFACE IS IN EXCESS OF 7 DAYS OLD. COST TO BE INCLUDED IN PRICE BID FOR OTHER ITEMS OF WORK.
17. TOP AND BOTTOM EDGES OF FENCE SHALL HAVE KNUCKLED SELVAGE. TWISTED SELVAGE IS PROHIBITTED. SMOOTH WIRE SHALL BE USED IN LIEU OF AND BARBED WIRE IDENTIFIED ON STANDARD RWF3-3. FENCE SHALL BE CONSTRUCTED WITH A CONTINUOUS TOP RAIL.
18. COST OF SHOULDERING UP WITH TOPSOIL, AS SHOWN IN THE TYPICAL SECTIONS, SHALL BE INCLUDED IN THE PRICE BID FOR THIS PAY ITEM.

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Section A (1 of 6)

	PROPERTY LINE		STORM JUNCTION BOX		AREA STORM INLET		TYPICAL SECTION 1		TYPICAL SECTION 3
	STORM DRAIN LINE		FIRE HYDRANT		CURB & GRATE STORM INLET		TYPICAL SECTION 2		TYPICAL SECTION 4
	WATER LINE		WATER VALVE		SIGN		SOD		PATH EXCEPTION
	SANITARY SEWER LINE		SANITARY SEWER MANHOLE		WATER METER				



ENGINEERING
SERVICES

#	DATE	DESCRIPTION

DESIGNED BY:	SDR
DRAWN BY:	AKL
CHECKED BY:	SDR

PROJECT:
PATHFINDER IMPROVEMENTS &
ASSESSMENT

SECTION A
(1 OF 6)

PROJECT NUMBER	DATE	SHEET
2021054	04/2024	5



Section A (2 of 6)

	PROPERTY LINE	STORM JUNCTION BOX		AREA STORM INLET		TYPICAL SECTION 1		TYPICAL SECTION 3
	STORM DRAIN LINE	FIRE HYDRANT		CURB & GRATE STORM INLET		TYPICAL SECTION 2		TYPICAL SECTION 4
	WATER LINE	WATER VALVE		SIGN		SOD		PATH EXCEPTION
	SANITARY SEWER LINE	SANITARY SEWER MANHOLE		WATER METER				

SCALE IN FEET

	ENGINEERING SERVICES	#	DATE	DESCRIPTION	BY	DESIGNED BY: <u>SDR</u>	PROJECT: PATHFINDER IMPROVEMENTS & ASSESSMENT	SECTION A (2 OF 6)	PROJECT NUMBER	DATE	SHEET
		+	+	+	+	DRAWN BY: <u>AKL</u>			2021054	04/2024	6
						CHECKED BY: <u>SDR</u>					



Section A (3 of 6)

PROPERTY LINE

STORM DRAIN LINE

WATER LINE

SANITARY SEWER LINE

STORM JUNCTION BOX

FIRE HYDRANT

WATER VALVE

SANITARY SEWER MANHOLE

AREA STORM INLET

CURB & GRATE STORM INLET

SIGN

WATER METER

TYPICAL SECTION 1

TYPICAL SECTION 2

SOD

TYPICAL SECTION 3

TYPICAL SECTION 4

PATH EXCEPTION

 ENGINEERING SERVICES	#	DATE	DESCRIPTION	BY	DESIGNED BY: <u>SDR</u>	PROJECT: PATHFINDER IMPROVEMENTS & ASSESSMENT	SECTION A (3 OF 6)	PROJECT NUMBER	DATE	SHEET
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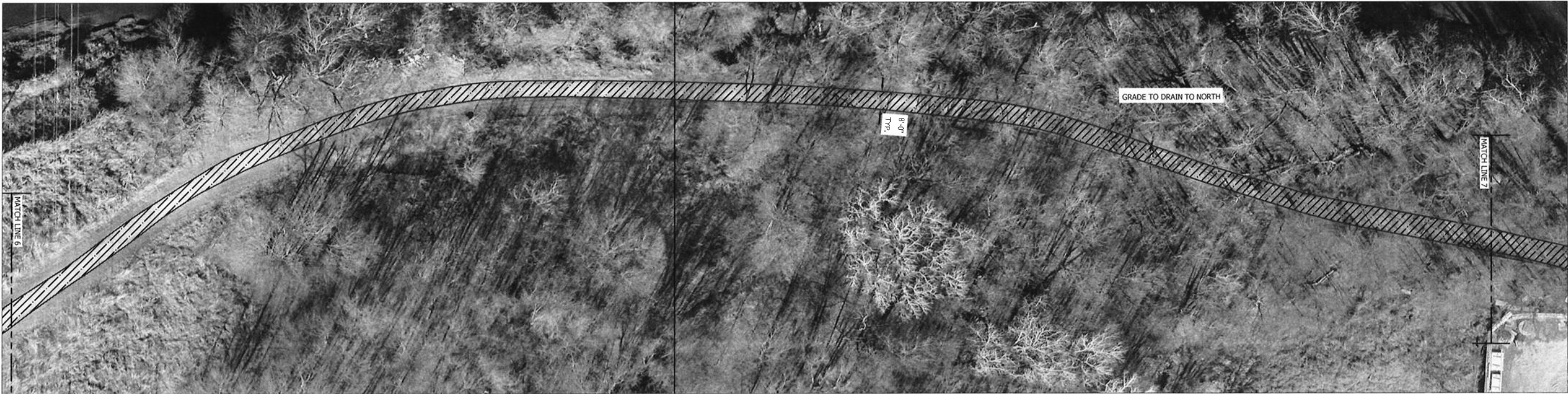
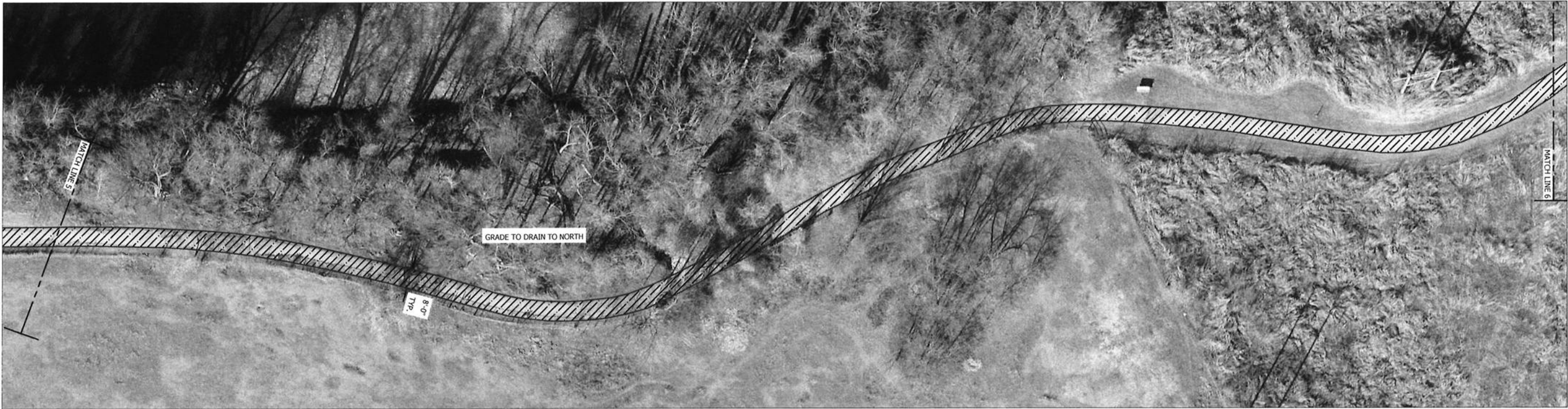


Section A (4 of 6)

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	STORM DRAIN LINE		FIRE HYDRANT		CURB & GRATE STORM INLET		TYPICAL SECTION 2		TYPICAL SECTION 4
	WATER LINE		WATER VALVE		SIGN		SOD		PATH EXCEPTION
	SANITARY SEWER LINE		SANITARY SEWER MANHOLE		WATER METER				



 city of bartlesville <small>CONNECTED / CREATIVE / VIBRANT</small>	ENGINEERING SERVICES		#	DATE	DESCRIPTION	BY	DESIGNED BY: <u>SDR</u>	PROJECT: PATHFINDER IMPROVEMENTS & ASSESSMENT	SECTION A (4 OF 6)	PROJECT NUMBER	DATE	SHEET
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							CHECKED BY: <u>SDR</u>					



Section A (5 of 6)

	PROPERTY LINE		STORM JUNCTION BOX		AREA STORM INLET		TYPICAL SECTION 1		TYPICAL SECTION 3
	STORM DRAIN LINE		FIRE HYDRANT		CURB & GRATE STORM INLET		TYPICAL SECTION 2		TYPICAL SECTION 4
	WATER LINE		WATER VALVE		SIGN		SOD		PATH EXCEPTION
	SANITARY SEWER LINE		SANITARY SEWER MANHOLE		WATER METER				



ENGINEERING
SERVICES

#	DATE	DESCRIPTION
1	04/2024	DESIGN
2	04/2024	DRAWING
3	04/2024	CHECKING

DESIGNED BY:	SDR
DRAWN BY:	AKL
CHECKED BY:	SDR

PROJECT:
PATHFINDER IMPROVEMENTS &
ASSESSMENT

SECTION A
(5 OF 6)

PROJECT NUMBER	DATE	SHEET
2021054	04/2024	9



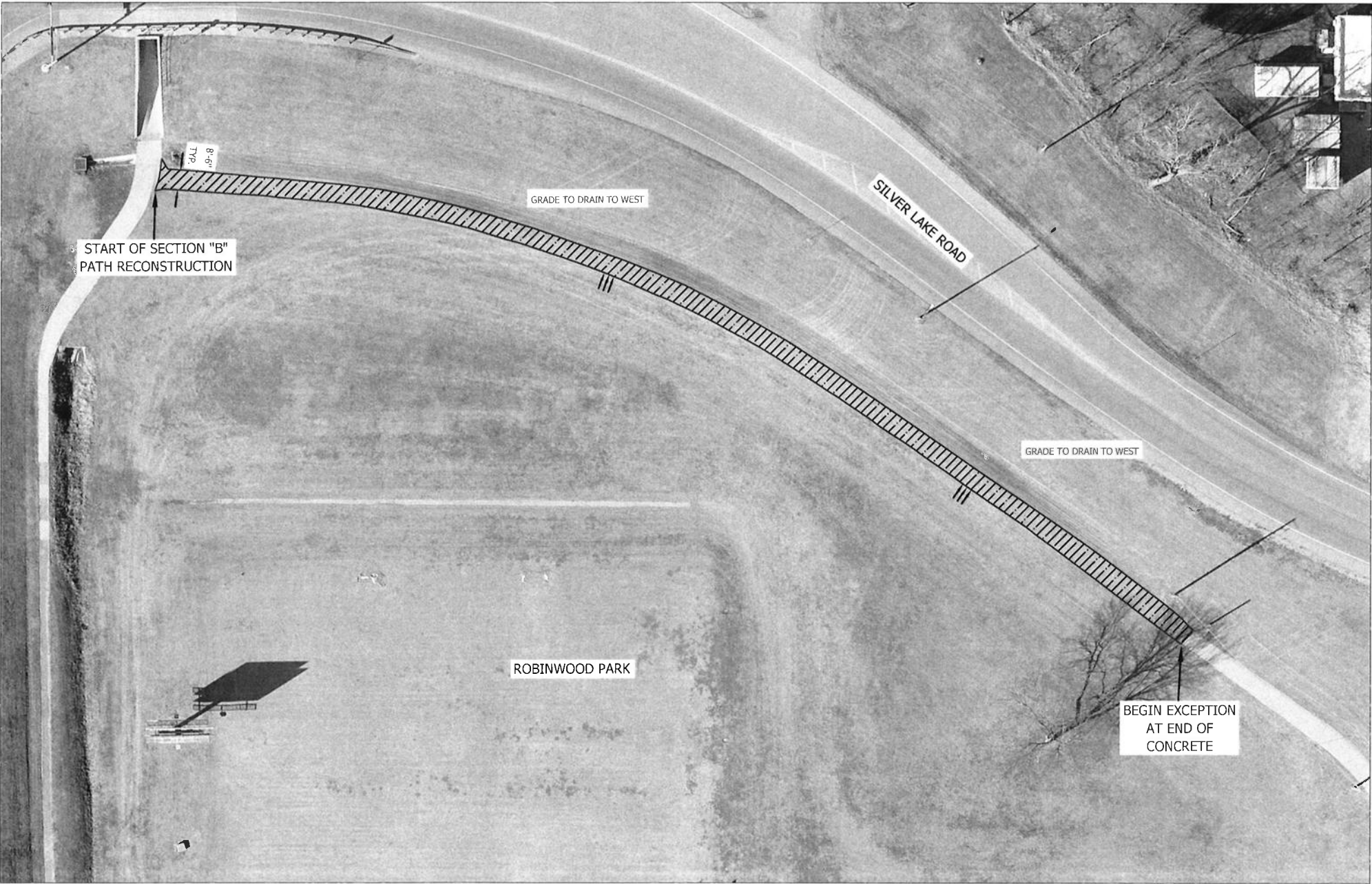
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	WATER LINE		WATER VALVE		SIGN		SOD		PATH EXCEPTION
	SANITARY SEWER LINE		SANITARY SEWER MANHOLE		WATER METER				



	ENGINEERING SERVICES	#	DATE	DESCRIPTION	BY	DESIGNED BY: SDR	PROJECT: PATHFINDER IMPROVEMENTS & ASSESSMENT	SECTION A (6 OF 6)	PROJECT NUMBER	DATE	SHEET
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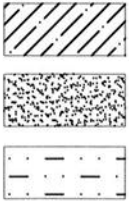
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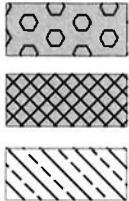
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WATER LINE
SANITARY SEWER LINE

STORM JUNCTION BOX
FIRE HYDRANT
WATER VALVE
SANITARY SEWER MANHOLE

AREA STORM INLET
CURB & GRATE STORM INLET
SIGN
WATER METER



TYPICAL SECTION 1
TYPICAL SECTION 2
SOD



TYPICAL SECTION 3
TYPICAL SECTION 4
PATH EXCEPTION



ENGINEERING
SERVICES

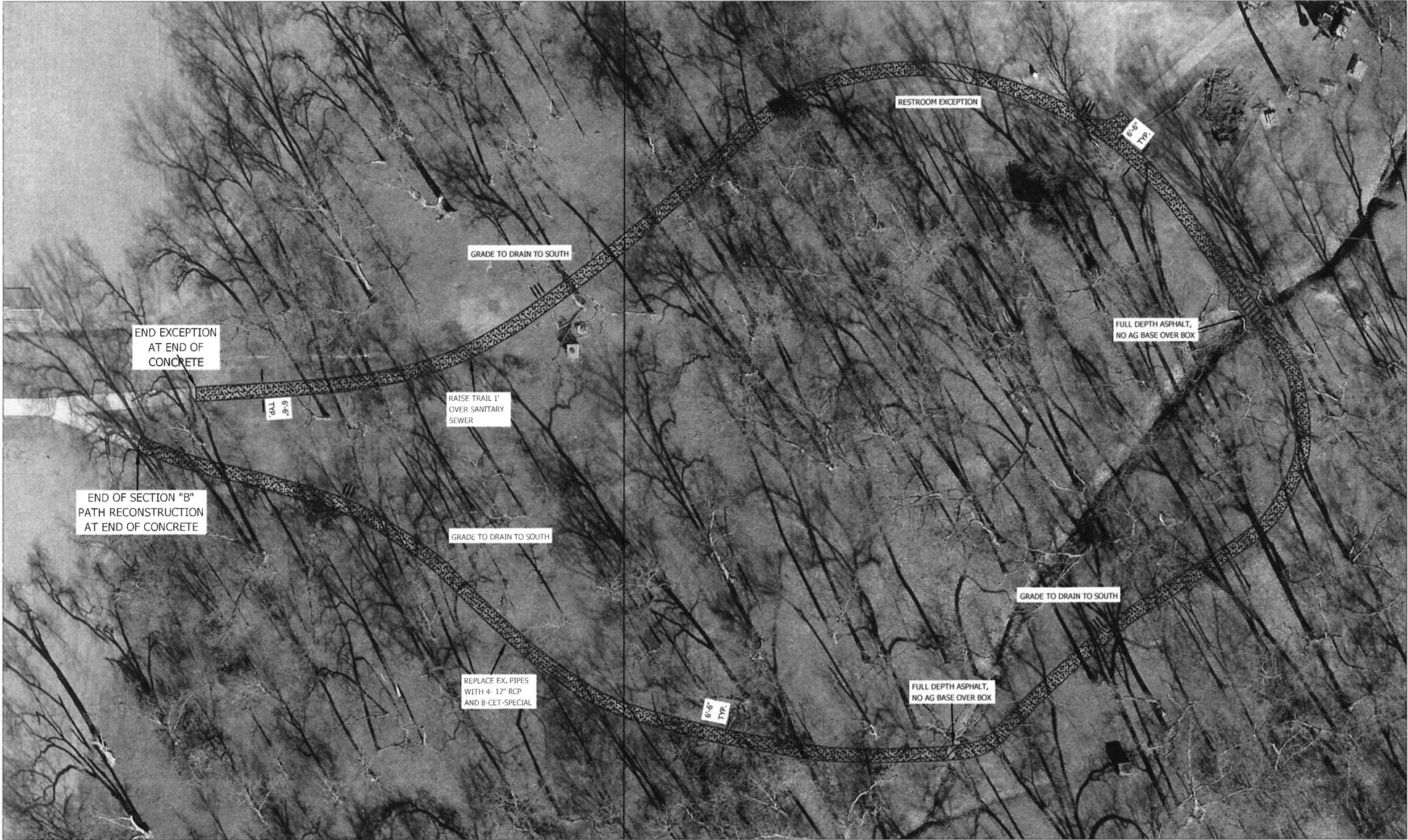
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DESIGNED BY: SDR
DRAWN BY: AKL
CHECKED BY: SDR

PROJECT:
PATHFINDER IMPROVEMENTS &
ASSESSMENT

SECTION B
(1 OF 2)

PROJECT NUMBER	DATE	SHEET
2021054	04/2024	11



Section B (2 of 2)

PROPERTY LINE

STORM DRAIN LINE

WATER LINE

SANITARY SEWER LINE

STORM JUNCTION BOX

FIRE HYDRANT

WATER VALVE

SANITARY SEWER MANHOLE

AREA STORM INLET

CURB & GRATE STORM INLET

SIGN

WATER METER

TYPICAL SECTION 1

TYPICAL SECTION 2

SOD

TYPICAL SECTION 3

TYPICAL SECTION 4

PATH EXCEPTION

SCALE IN FEET

NORTH

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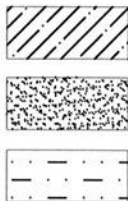
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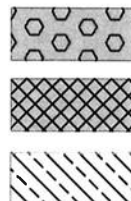
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FIRE HYDRANT
WATER VALVE
SANITARY SEWER MANHOLE

AREA STORM INLET
CURB & GRATE STORM INLET
SIGN
WATER METER



TYPICAL SECTION 1
TYPICAL SECTION 2
SOD



TYPICAL SECTION 3
TYPICAL SECTION 4
PATH EXCEPTION



ENGINEERING
SERVICES

#	DATE	DESCRIPTION	BY

DESIGNED BY: SDR
DRAWN BY: AKL
CHECKED BY: SDR

PROJECT:
**PATHFINDER IMPROVEMENTS &
ASSESSMENT**






SECTION C

PROJECT NUMBER	DATE	SHEET
2021054	04/2024	13

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Section E

-----	PROPERTY LINE	■	STORM JUNCTION BOX	■	AREA STORM INLET		TYPICAL SECTION 1		TYPICAL SECTION 3
---	STORM DRAIN LINE	■	FIRE HYDRANT	■	CURB & GRATE STORM INLET		TYPICAL SECTION 2		TYPICAL SECTION 4
---	WATER LINE	⊕	WATER VALVE	⊕	SIGN		SOD		PATH EXCEPTION
---	SANITARY SEWER LINE	○	SANITARY SEWER MANHOLE	○	WATER METER				



ENGINEERING
SERVICES

#	DATE	DESCRIPTION
1	04/2024	DESIGNED BY: SDR
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3	04/2024	CHECKED BY: SDR

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PROJECT:
PATHFINDER IMPROVEMENTS &
ASSESSMENT

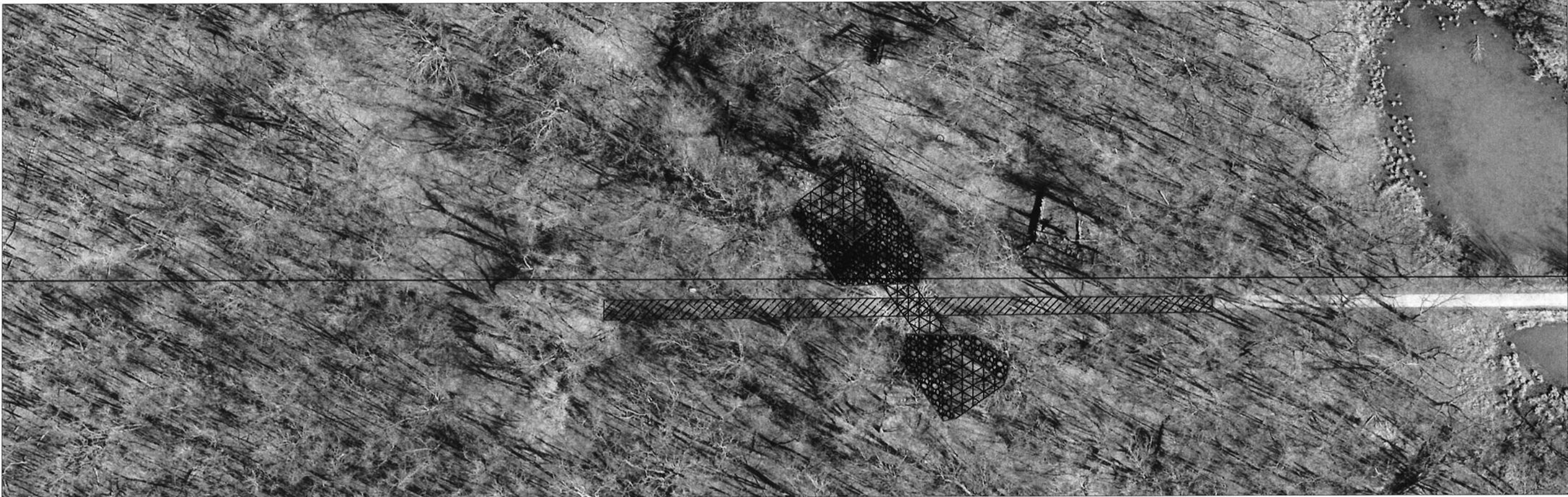
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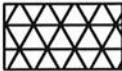
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Section F

1. RUNNING SLOPE OF RECONSTRUCTED TRAIL SHALL NOT EXCEED 5.00% SLOPE.
2. MAXIMUM SHOULDER SLOPE IS 6:1 WITHIN 6 FEET OF THE EDGE OF THE TRAIL. SHOULDERS SHALL DRAIN AWAY FROM THE TRAIL.
3. MAXIMUM SLOPE OF RIPRAP AREA IS 2:1.
4. CONTRACTOR SHALL MATCH FLOWLINE OF RCB TO STREAM ELEVATIONS IMMEDIATELY UPSTREAM AND DOWNSTREAM OF THE RCB.
5. CONTRACTOR SHALL ADJUST WING WALL ANGLES TO FIT EXISTING CHANNEL WIDTH.
6. CONTRACTOR SHALL PLACE RIPRAP 18" THICK ON ALL SLOPES IN EXCESS OF 3:1.



REINFORCED CONCRETE BOX (RCB)



RIPRAP 18" THICK

- BOX DIMENSIONS
1. S = 10'-0" (RCB-C1-10(14-20)) & (RCB-CW1-D6-0)
 2. Q = 1/2 CHANNEL WIDTH (RCB-E1-HB-0-1)
 3. BOX L = 64' - 0"
 4. BOX SKEW TO TRAIL* FIT CHANNEL



PROPERTY LINE



STORM DRAIN LINE



WATER LINE



SANITARY SEWER LINE

STORM JUNCTION BOX

FIRE HYDRANT

WATER VALVE

SANITARY SEWER MANHOLE



AREA STORM INLET



CURB & GRATE STORM INLET



SIGN



WATER METER



TYPICAL SECTION 1



TYPICAL SECTION 2



SOD



TYPICAL SECTION 3



TYPICAL SECTION 4



PATH EXCEPTION



ENGINEERING
SERVICES

#	DATE	DESCRIPTION
1	04/2024	DESIGN
2	04/2024	REVISION
3	04/2024	REVISION
4	04/2024	REVISION

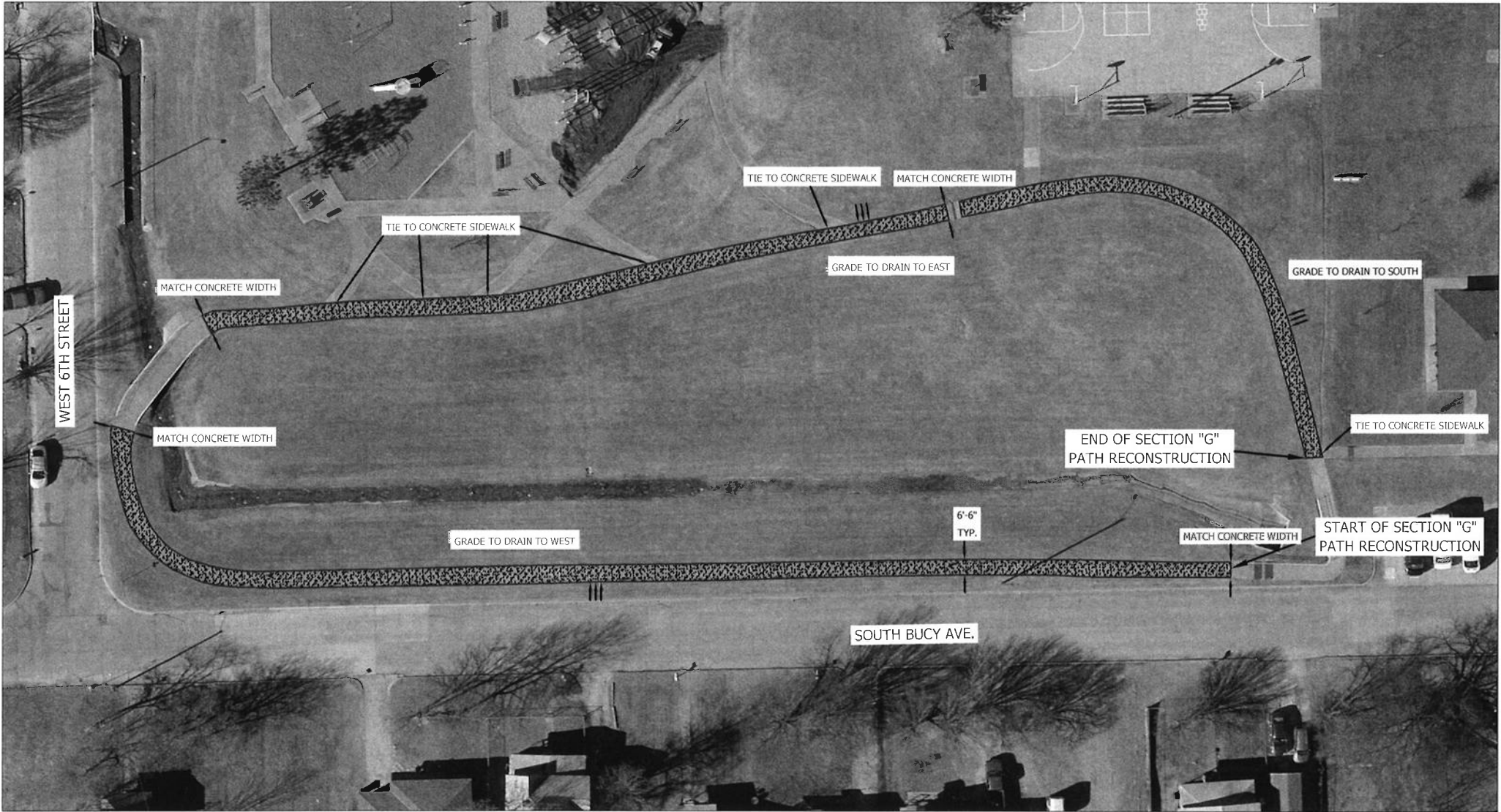
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SDR	SDR	AKL	SDR

PROJECT:
PATHFINDER IMPROVEMENTS &
ASSESSMENT

SECTION F

PROJECT NUMBER	DATE	SHEET
2021054	04/2024	15

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Section G

	PROPERTY LINE		STORM JUNCTION BOX		AREA STORM INLET		TYPICAL SECTION 1		TYPICAL SECTION 3
	STORM DRAIN LINE		FIRE HYDRANT		CURB & GRATE STORM INLET		TYPICAL SECTION 2		TYPICAL SECTION 4
	WATER LINE		WATER VALVE		SIGN		SOD		PATH EXCEPTION
	SANITARY SEWER LINE		SANITARY SEWER MANHOLE		WATER METER				



ENGINEERING
SERVICES

#	DATE	DESCRIPTION	BY
1	04/2024	DESIGNED BY: SDR	AKL
2		DRAWN BY: AKL	
3		CHECKED BY: SDR	

PROJECT:
PATHFINDER IMPROVEMENTS &
ASSESSMENT

SECTION G

PROJECT NUMBER	DATE	SHEET
2021054	04/2024	16



STRIPE EDGE LINE (WHITE) 8'-0" FROM
SOUTHEAST EDGE OF PAVEMENT.

STRIPE GORE (WHITE) 4'-0" ON CENTER
FROM EDGE LINE TO NORTHWEST EDGE OF
PAVEMENT AT 45 DEGREE ANGLE TO EDGE
LINE.

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I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A public hearing to consider a request by Chris Hester to close a portion of the Interurban Street right-of-way located adjacent to Lot 1, Block 1, Highland Park, 2nd Addition, Bartlesville, Washington County, Oklahoma.

Attachments:

Ordinance
Exhibit A

II. STAFF COMMENTS AND ANALYSIS

Applicant: Chris Hester

Requested Action: A public hearing to consider a request to close a portion of the Interurban Street Right-of-Way located adjacent to Lot 1, Block 1, Highland Park 2nd Addition, (Located at 225 NE Howard Avenue) Bartlesville, Washington County, Oklahoma. said portion of right-of-way being more particularly described as follows:

A TRACT OF LAND LYING ADJACENT TO LOT 1, BLOCK 1, HIGHLAND PARK 2ND ADDITION, BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE S58°39'45"W A DISTANCE OF 150.69 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE N00°57'38"W A DISTANCE OF 28.98 FEET; THENCE N58°39'45"E A DISTANCE OF 150.69 FEET; THENCE S00°57'38"E A DISTANCE OF 28.98 FEET TO THE POINT OF BEGINNING, CONTAINING 3767 SQUARE FEET, MORE OR LESS.

SPECIAL INFORMATION:

The applicant is requesting the closure so that they can utilize an existing footing for construction of a residential building on the property. Currently, the footing encroaches upon the Interurban Drive right-of-way. This would also help account for some building setback from the property line if approved. This is a very wide right-of-way that was originally used for the Interurban Railroad. Interurban Drive is located in the north half of the right-of-way, leaving a wide strip on the south side where this property is located.

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 and no future plans for public utility extensions in this easement. Due to the configuration of Interurban Drive and the width of the right-of-way, even if additional utilities or road widening was required in the future, there is plenty of room to facilitate with this request.
2. Utility Companies: Staff has received no objections from ONG, AT&T or Sparklight. However, PSO has stated that they cannot concur with the request. They have existing overhead electric lines and believe it in their best interest to keep the full right-of-way to be able to access and maintain the lines safely.

III. RECOMMENDED ACTION

Staff recommends holding the public hearing and denial of the request to vacate any portion of the Interurban Drive right-of-way based upon input from PSO. An ordinance has been included with this recommendation in the event Council chooses to approve the request and authorize the Mayor to execute the ordinance. A public hearing notice has been placed in the *Examiner Enterprise*.

ORDINANCE NO. _____

An Ordinance to close a portion to close a portion of the Interurban Street Right-of-Way Located adjacent to Lot 1, Block 1, Highland Park 2nd Addition, (Located at 225 NE Howard Avenue) 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 street right-of-way 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 June 3, 2024, where all viewpoints were considered; and

WHEREAS, the Council, after consideration, determined it necessary, expedient and desirable that the portion of the street right-of-way hereinafter to be closed.

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

The following described street right-of-way, described to wit:

A TRACT OF LAND LYING ADJACENT TO LOT 1, BLOCK 1, HIGHLAND PARK 2ND ADDITION, BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE S58°39'45"W A DISTANCE OF 150.69 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE N00°57'38"W A DISTANCE OF 28.98 FEET; THENCE N58°39'45"E DISTANCE OF 150.69 FEET; THENCE S00°57'38"E A DISTANCE OF 28.98 FEET TO THE POINT OF BEGINNING, CONTAINING 3767 SQUARE FEET, MORE OR LESS.

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

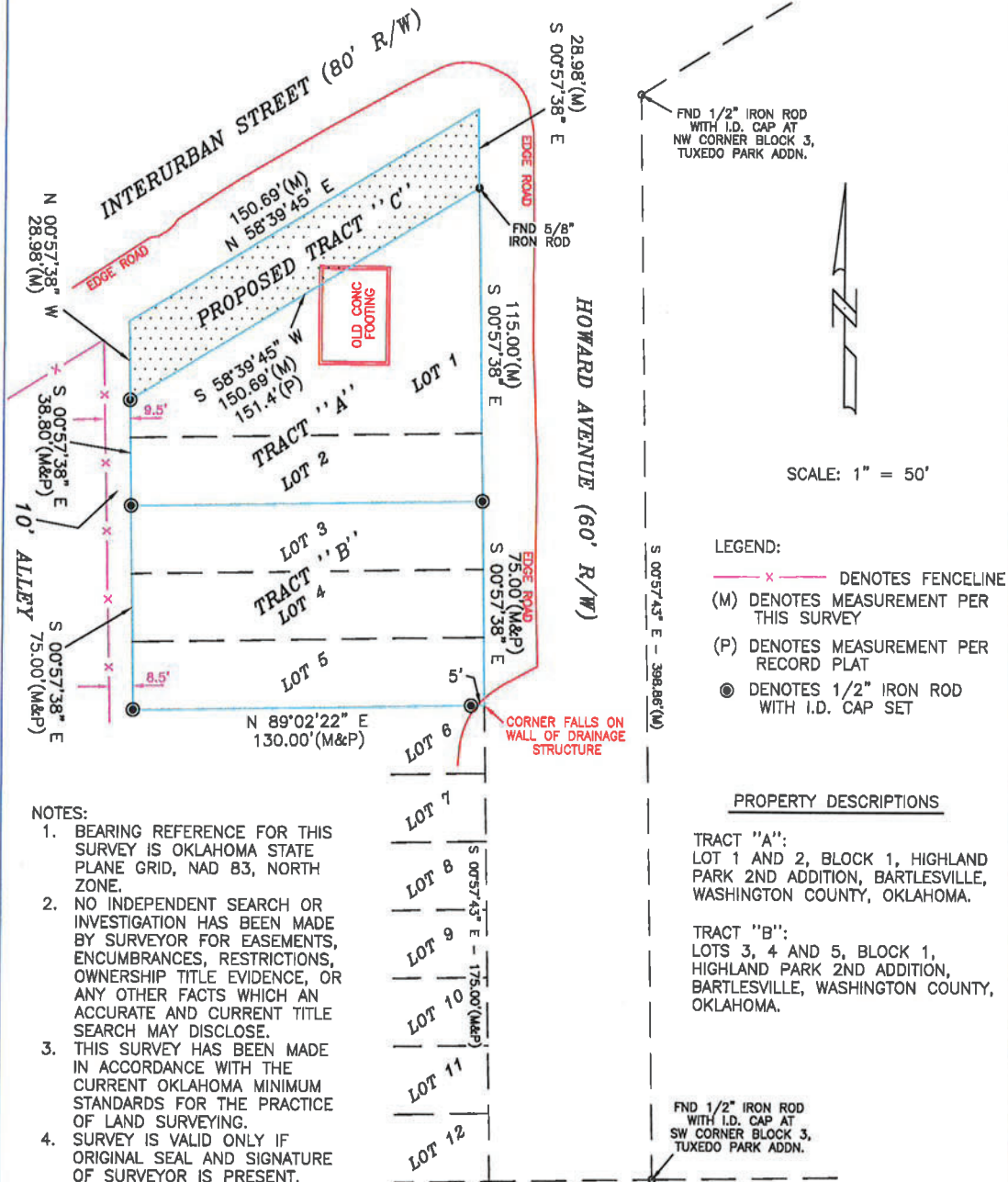
PASSED by the City Council and APPROVED by the Mayor of the City of Bartlesville, Oklahoma this 3rd day of June, 2024.

Dale Copeland, Mayor

ATTEST:

City Clerk
(SEAL)

EXHIBIT "A"



PROPOSED TRACT "C" (PREPARED BY JAMES C. FIELDER, OK PLS #1674, DATED 9/21/2023):
A TRACT OF LAND LYING ADJACENT TO LOT 1, BLOCK 1, HIGHLAND PARK 2ND ADDITION, BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE S58°39'45"W A DISTANCE OF 150.69 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE N00°57'38"W A DISTANCE OF 28.98 FEET; THENCE N58°39'45"E A DISTANCE OF 150.69 FEET; THENCE S00°57'38"E A DISTANCE OF 28.98 FEET TO THE POINT OF BEGINNING, CONTAINING 3767 SQUARE FEET, MORE OR LESS.



FIELDER
LAND SURVEYING

1652 S.E. WASHINGTON BLVD.
BARTLESVILLE, OKLAHOMA 74006
(918) 335-5071

email: fielderlandsurveying@gmail.com

DATED: SEPTEMBER 21, 2023
C.A. NO. 8833 - EXPIRES 6/30/24

Background:

In 2021 the Bartlesville Development Authority established the Resident Recruitment Program to attract new residents to our community. The program was a test in conjunction with the acquisition of Concho Resources by ConocoPhillips. Because of the early success of the program, the RRP was broadened in the Fall of 2022, by approval of the council, to include all employees of primary industry in Bartlesville.

As a reminder, the parameters are:

Must relocate from outside the Bartlesville Public School District.

\$10,000 toward the purchase of a new home inside the Bartlesville city limits.

\$20,000 toward the purchase of a new custom home inside the Bartlesville city limits.

\$10,000 toward the purchase of a new custom home outside the Bartlesville city limits but inside the Bartlesville Public School district.

The results speak for themselves and include:

64 new households

A total of \$422,500 disbursed

4 new residents who started as renters and converted to owners

6 new residents who relocated from an international location

Action Item:

Discuss and possibly take action on a recommendation from the Bartlesville Development Authority for extension of the Resident Recruitment Program incentive. - Chris Batchelder, BDA