



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

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

**Monday, July 9, 2018  
7:00 p.m.**

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

**AGENDA**

- 1. Call to order the business meeting of the Bartlesville City Council by Mayor Copeland.**
- 2. Roll Call and Establishment of a Quorum.**
- 3. Invocation.**
- 4. Citizens to be heard.**
- 5. City Council Announcements and Proclamations.**
- 6. Authorities, Boards, Commissions and Committee Openings**
  - a. One opening on the Bartlesville Convention and Visitors Board
  - b. One opening on the Construction and Fire Codes Appeals Board
  - c. One opening on the Bartlesville Redevelopment Trust Authority
  - d. Three openings on the Transportation Committee
- 7. Consent Docket**
  - a. Approval of Minutes**
    - i. The Regular Meeting Minutes of July 2, 2018
  - b. Approval of Resolution**
    - i. Approving a resolution making a wage adjustment for certain contract and appointed employees of the City of Bartlesville namely, City Attorney, City Judge and Golf Professional.
- 8. Discuss and take action on an employment contract with Michael Bailey as City Manager. Presented by Jerry Maddux, City Attorney.**
- 9. Discuss and take possible action to appoint City Councilmembers to the Transportation Committee. Presented Mayor Copeland.**
- 10. City Manager and Staff Reports.**
- 11. City Council Comments and Inquiries.**
- 12. Adjournment.**

**The Notice of Meeting and Agenda was received and filed in the Office of the City Clerk and posted in prominent public view at City Hall at 5:00 p.m. on Thursday, July 5, 2018.**

**Michael Bailey, City Clerk  
Administrative Director/CFO**

**by Elaine Banes, Deputy City Clerk**

All discussion items are subject to possible action by the City Council. Agenda items requiring a public hearing as required by law will be so noted. The City Council may at their discretion change the order of the business agenda items. City of Bartlesville encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least one working day prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive this rule if signing is not the necessary accommodation.



**REGULAR MEETING OF THE  
BARTLESVILLE CITY COUNCIL  
Monday, July 2, 2018  
7:00 p.m.**

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

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

**MINUTES**

(Notice of Meeting was posted 12/15/17. Agenda posted June 28, 2018)

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

City Council Members Absent: Jim Curd, Jr. and Alan Gentges

City staff present were Ed Gordon, City Manager, Mike Bailey, Acting City Manager/Administrative Director/CFO; Jerry Maddux, City Attorney; Lisa Beeman, Director of Community Development and Park Planning; Terry Lauritsen, Director of Water Utilities; Micah Siemers, Director of Engineering; Fire Chief John Banks; Kelli Williams, Chief Communications Officer, and Elaine Banes, Executive Assistant.

- 1. Mayor Copeland called the business meeting of the Bartlesville City Council to order at 7:00 p.m.**
- 2. Roll call was conducted and a quorum established.**
- 3. The Invocation was provided by Associate Minister Kevin Erickson, Truth Tabernacle Church.**
- 4. Citizens to be heard.**

There were no citizens to be heard.

- 5. City Council Announcements and Proclamations.**
  - Councilman Dorsey read the Douglass School Reunion Days July 25 through July 29, 2018 proclamation.
- 6. Authorities, Boards, Commissions and Committee Openings**
  - One opening on the Bartlesville Convention and Visitors Board
  - One opening on the Construction and Fire Codes Appeals Board
  - One opening on the Bartlesville Redevelopment Trust Authority

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

- 7. Consent Docket**
  - a. Approval of Minutes**
    - i. The Special Meeting Minutes of June 25, 2018.

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

- i. Approve the appointment of Mr. Timothy Hamilton to an unexpired term on the Park Board, expiring January 2019, at the recommendation of Councilman Curd.
- ii. Approve the appointment of Mr. Jack Alley to a three-year term on the White Rose Cemetery Board at the recommendation of Mayor Copeland.

**c. Approval of Action Plan**

- i. Approve a Citizen Participation Plan for FY 2018 CDBG Small Cities Set-Aside Program.

**d. Approval to Designate Property as Surplus**

- i. Approval to declare Unit #1624 which is a 1990 Tele Squirt as surplus property in order to be sold by bid, or if that fails, to allow ownership to be transferred to a neighboring community.
- ii. Approval to declare excess playground equipment as surplus property in order to be sold by bid.
- iii. Approval to declare a piece of property located adjacent to On The Rock Ministries as surplus property in order to facilitate sale of said property to On The Rock Ministries.

**e. Receipt of Bids**

- i. Bid No. 2016-2017-039 for 2016 Safe Routes to School
- ii. Bid No. 2018-2019-003 for Rock Salt
- iii. Bid No. 2018-2019-004 for Asphaltic Concrete, Aggregate Base, Sand
- iv. Bid No. 2018-2019-005 for Emulsified Asphaltic Oils
- v. Bid No. 2018-2019-006 for Concrete

Mayor Copeland read the consent docket in its entirety.

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

Aye: Mr. Dorsey, Vice Mayor Kane, Mayor Copeland

Nay: None

Motion: Passed

Mr. Dorsey will review Bid No. 2016-2017-039 and Vice Mayor Kane will review Bid No. 2018-2019-003,004,005 and 006.

**8. Discuss and take action to award Bid No. 2018-2019-001 for Water Treatment Chemicals. Presented by Vice Mayor Kane.**

Vice Mayor Kane moved to award the bid to the vendors who submitted the low bid, meeting the specifications, as indicated in shaded grey on the attached bid tabulation form, seconded by Mr. Dorsey.

Aye: Vice Mayor Kane, Mr. Dorsey, Mayor Copeland

Nay: None

Motion: Passed

**9. Discuss and take action to award Bid No. 2018-2019-002 for Water and Wastewater Line Repair Materials. Presented by Vice Mayor Kane.**

Vice Mayor Kane moved to award the bid to the vendors who submitted the low bid, meeting the specifications, as indicated in yellow on the attached bid tabulation form, seconded by Mr. Dorsey.

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

**10. A public hearing on and consideration of a request to close a part of the Easterly 10 Ft. Utility Easement in Lot 3, Block 31, Woodland Park 14<sup>th</sup> Addition, located at 2900 Ridge Court, Bartlesville, Washington County, Oklahoma. Presented by Micah Siemers, P.E., Director of Engineering.**

Mr. Siemers reported that the applicants, Jonathan Sharpton and Joe Uphold, are requesting the closure because the house located at 2900 Ridge court encroaches on the easement by approximately one foot. The applicant would like to remove the encroachment to avoid issues selling the property in the future. City staff received no objections from any City departments. Oklahoma Natural Gas, CableOne and AT&T do not have facilities located with in the easement, therefore have not objections. AEP/PSO does have objections and would only approve the current request of closing the west 5 feet of the easement if the property owner paid to relocate the overhead electric underground which will affect an adjacent property as well. The applicant stated that their request should be tabled until they can get additional information about the location of the overhead electrical line. Staff recommends holding the public hearing to allow input from anyone who may take issue with the request, then tabling any action on the request until more information can be collected to address the AEP/PSO conflict.

The Mayor opened the public hearing at 7:14 p.m. There being no one appear to speak, the Mayor closed the public hearing at 7:14 p.m.

Vice Mayor Kane moved to table action until the AEP/PSO issue is resolved, seconded by Mr. Dorsey.

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

**11. A public hearing on and consideration of a request to close a 20 Ft. Utility Easement in Out- Lot F, Park Place Addition, located at 1914 Roman Street, Bartlesville, Washington County, Oklahoma. Presented by Micah Siemers, P.E., Director of Engineering.**

Mr. Siemers reported that due to a visit from Mr. Harris, PMC Homes, right before the meeting, staff's recommendation has changed. He went on to provide the details of the situation reporting that the applicant, PMC Corporation, is requesting the closure because they constructed a house over the boundary line of Outlot F. When constructing the building, they used incorrect property pins to set the foundation. He proceeded to outline how this

affects an additional property owned by Park Place Homeowners Association, and how there is an 18" storm sewer pipe that runs along the middle of Outlot F and thus the south edge of the building is very close to, if not right on top of the storm pipe. Different options were discussed resulting in City staff information PMC Corporation that to handle this properly, they need to relocate the portion of storm sewer located next to the building and then fill the abandoned pipe with concrete. Staff felt that while there is some danger of settling of the structure due to the pipe trench, this would at least provide some measure of safety from settlement issues due to the void in the pipe. When the staff report was prepared and submitted to the City Council, PMC Corporation was not agreeable to this approach and wanted to move forward with their application to vacate Outlot F.

Mr. Siemers continued reporting that City staff received no objection from Fire, Police, Sanitation or Water Departments. The only objection from the City is the need to relocate the storm sewer and fill the existing storm sewer with concrete and abandon before any portion of Outlot F could be vacated. Even if this work is completed, only a portion of Outlot F could be vacated as the remaining portion would need to remain a utility easement for the relocated storm sewer and any other existing utilities located within Outlot F. Therefore, Engineering, Planning and Public Works departments objected to the request as presented unless these items are addressed. Oklahoma Natural Gas, CableOne and AT&T do not object, but AEP/PSO has stated that they have existing secondary electric service located within Outlot F and will require an easement for their facilities. They have not verified whether the building is located on top of their facilities, but if it is, then they will require that they be relocated at the owner's expense. AEP/PSO objects to closing Outlot F.

Mr. Siemers reported that Mr. Harris met with him prior to the start of tonight's meeting saying they would comply with the City's directives to relocate the storm sewer and fill the exiting storm sewer with concrete and will relocate AEP/PSO secondary electric service located in Outlot F, as well as ensure that an easement is provided for AEP/PSO facilities, if in fact the building is located on top of their facilities. Ms. Beeman provided an explanation as to how the survey process and subsequent building permitting is handled by the City. Mr. Siemers concluded that staff now recommends closing a portion of the easement pending completion of the items set out above. Mayor Copeland confirmed that the seller and the buyer are in agreement regarding the new direction with Mr. Harris responding to the affirmative.

The Mayor opened the public hearing at 7:23 p.m. There being no one appear to speak, the Mayor closed the public hearing at 7:23 p.m.

Vice Mayor Kane moved to approve closing a portion of the easement pending a revised legal description for the easement, and construction plans to relocate the storm line developed, submitted, approved and completed to the City's satisfaction, seconded by Mr. Dorsey.

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

**12. A public hearing on and consideration of a request to close part of First Street Right-of-Way and also being a part of Block 2 of the Original Town of Bartlesville, all lying in Section 7, Township 26 North, Range 13 East of the Indian Meridian, located at 101 S.**

**Wyandotte, Bartlesville, Washington County, Oklahoma. Presented by Micah Siemers, P.E., Director of Engineering.**

Mr. Siemers reported that the applicant, Children's Musical Theatre of Bartlesville, are requesting the closure because they would like to construct a new parking lot for the Theatre located adjacent to the right-of-way and do not have sufficient property unless this right-of-way is closed. History of the project was provided. City Departments have no objections to the request. Oklahoma Natural Gas, AT&T and CableOne have no objections, but AEP/PSO has facilities located within the portion of right-of-way to be closed. AEP/PSO have no objections with the request as long as easements re maintained over their facilities. Staff recommends holding the public hearing and authorizing the Mayor to execute the attached ordinance, retaining a utility easement on this right-of-way requested for closure.

The Mayor opened the public hearing at 7:30 p.m. Appearing to speak was Denis Doe, Past president of the Children's Musical Theater Board and currently on the Building Fund Board, who spoke in favor of the closing. There being no one further appear to speak, the Mayor closed the public hearing at 7:31 p.m.

Mr. Dorsey moved to adopt the Ordinance closing a part of First Street Right-of-Way and also being a part of Block 2 of Original Town Bartlesville (101 S. Wyandotte) as presented, seconded by Vice Mayor Kane.

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

**13. A public hearing on and consideration of a request to close the South 30 Feet of that part of Second Street lying west of AT&SF Railroad Right-of-Way as shown on plat of Original Town of Bartlesville and lying south of Block 8 and lying North of Block 22, located at 122 S. Park Avenue, Original Town of Bartlesville, Washington County, Oklahoma. Presented by Micah Siemers, P.E., Director of Engineering.**

Mr. Siemers reported that the applicant, Kyle Persaud, Attorney on behalf of On The Rock Ministries, is requesting the closure because they would like to make improvements to their parking lot and increase the available space for parking. The requested closure will not change the current access to the adjacent property owned by Ron Littrell and Susan Wilson. The applicant has been informed that a utility easement would need to be retained for existing utilities. In December 2017 a similar request was brought before the council, though it differed in that the request would have closed all of Second Street between Park and the City owned parking lot to the east. City staff had required the On The Rock Ministries provide an access easement for the Littrell/Wilson property for that to work. They could not come to an agreement with the adjacent property owners, so the request was rejected. With this application, nothing changes for access to the adjacent property, thus there should be no issues with this closure.

Mr. Siemers continued reporting that Police, Fire, Planning, Pubic Works, Sanitation or Water Departments had no objections to the request. There is an existing storm sewer located in the right-of-way that will need to remain in an easement. The storm sewer was previously installed by City crews to alleviate drainage problems on the Littrell/Wilson property east of On The Rock Ministries. Engineering has no objections to the request, because a utility easement will be retained across the Second Street right-of-way. Oklahoma

Natural Gas, CableOne and AT&T do not have facilities located within the portion of right-of-way to be closed so they have no objection. AEP/PSO has stated that they have existing overhead facilities located within the right-of-way and will require an easement for their facilities. Since a utility easement will be retained across the Second Street right-of-way, AEP/PSO has no objection to the request.

Mr. Siemers concluded stating that staff recommends holding the public hearing and authorizing the Mayor to execute the ordinance, including language retaining a utility easement across the vacated right-of-way.

The Mayor opened the public hearing at 7:37 p.m. There being no one appear to speak, the Mayor closed the public hearing at 7:37 p.m.

Vice Mayor Kane moved to adopt the Ordinance closing the South 30' of that part of Second Street lying West of AT&T Railroad Right-of-Way and lying South of Block 8 and lying North of Block 22 (122.Park Avenue) as presented, seconded by Mr. Dorsey.

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

**14. Presentation regarding OMAG grant funding awarded in the amount of \$10,000 for body worn cameras being purchased by the Bartlesville Police Department. Presented by Kevin McCollough, OMAG Law Enforcement Specialist.**

Mr. McCollough reported that grant funding is one of the ways OMAG is able to give back to its membership. He added that police departments do not always have the funds to buy items that can assist in their duties to serve. He presented a token check to Mayor Copeland on behalf of the City of Bartlesville and to Captain Rocky Bevard on behalf of the Bartlesville Police Department.

**15. Discuss and take action to adopt an Ordinance establishing a Transportation Committee; providing for membership, terms, meetings and officers; and providing for duties and responsibilities. Presented by Lisa Beeman, Director of Community Development and Park Planning.**

Ms. Beeman reported that the formation of this committee came at the direction of City Council. The committee would address City Ride, City Circuit, long-range planning for Pathfinder Parkway, coordination of Safe Routes to Schools Program, planning for community bicycling, and participate in the long-range transportation plan that is being done by Grand Gateway in which City staff already participates. The Transportation Committee would be an advisory committee for the City Council with the Director of Community and the Director of Engineering as City staff advisors.

Ms. Beeman reviewed the ordinance covering membership, objectives, duties and meetings set as needed. Vice Mayor Kane requested that in addition to the Community Development Director and the Engineering Director, that the Chief Financial Officer should be added as a staff advisor as well.

Mayor Copeland stated his support of the ordinance in order to provide sustainability in the areas set out by Ms. Beeman in order to build, grow and serve the needs of the community.

Vice Mayor Kane moved to adopt the Ordinance establishing a Transportation Committee with the revision of adding the City's CFO added as support staff, seconded by Mr. Dorsey.

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

Mr. Bailey reported that in regards to the membership, he would solicit the Councilmembers to see who wishes to be appointed to serve. Once they have been appointed at a future City Council meeting, they would bring their recommendations for the three residents forward to the Council for approval. Applications will be taken for the citizens members through the website or City Manager's office.

## **16. New Business.**

There was no new business to report.

## **17. City Manager and Staff Reports.**

Mr. Bailey reported that:

Wednesday, July 4, is a City Holiday so all services will be closed except for Fire and Police;

fireworks are not permitted within the city limits except for novelty items such as sparklers and snakes;

ODOT was scheduled to begin the guardrail work on Adams Blvd. today, so lane closings are to be expected;

the second town hall meeting for input on stage and technical aspects for the Tower Green Design will be July 10 at noon in Lyon Gallery in the Community Center-all meetings are open to the public and have a public input section;

Police Chief Holland's retirement reception is Friday at 2 p.m. at Highland Park Baptist Church-the public is welcome to attend;

thirty applications have been received for the Police Chief position, with six of them being internal candidates-completion of this process may take 30 days or more;

SQ 788 passed and meetings with staff will ensue to discuss and analyze the impact on the City as an employer, law enforcement, zoning and land use, and waste disposal;

the Wayfair Decision last week overturned the Supreme Court Decision from 1994 regarding sales tax and internet sales-this looks to be a use tax and not sales tax, although more information is being formulated and the Council will be kept apprised; and

the Tyler Technology software launched today and went well.

## **18. City Council Comments and Inquiries.**



Vice Mayor Kane commended Lisa Beeman for the orientation she held for the members of the City Planning Commission. The orientation is to reinforce and tightly define the scope of responsibilities for committees and volunteer boards that make up the local government. This practice should be encouraged for all of the authorities, boards, commissions and committees.

Mayor Copeland stated that the 4<sup>th</sup> of July is not just a day off, but a day to commemorate the sacrifices made by many people in various ways so that citizens can enjoy the freedoms our country and community share today. He wished everyone a safe and happy 4<sup>th</sup> of July.

**19. There being no further business to conduct, Mayor Copeland closed the meeting at 7:56 p.m.**

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Dale W. Copeland, Mayor

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Mike Bailey, City Clerk  
Administrative Director/CFO

**RESOLUTION \_\_\_\_\_**

**A RESOLUTION MAKING A WAGE ADJUSTMENT FOR CERTAIN CONTRACT AND APPOINTED EMPLOYEES OF THE CITY OF BARTLESVILLE, OKLAHOMA.**

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**WHEREAS**, the Bartlesville City Council has approved wage adjustments for all general employees of the City of Bartlesville and desires to make the same wage adjustment for the City Attorney, 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 three positions above set forth are adjusted as follows:

1. That a wage adjustment of 1% cost of living and a 2½% merit is hereby granted effective July 1, 2018 to the individuals holding the three offices above set forth.
2. That for the Golf Professional who has a contract, this Resolution shall constitute an amendment to the compensation provision of his contract.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 9<sup>TH</sup> DAY OF JULY, 2018.**

CITY OF BARTLESVILLE, OKLAHOMA

BY: \_\_\_\_\_  
DALE W. COPELAND, MAYOR

ATTEST:

\_\_\_\_\_  
MIKE BAILEY, CITY CLERK  
ADMINISTRATIVE DIRECTOR/CFO

## EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered on this 9th day of July, 2018, by and between the City of Bartlesville, hereinafter called Employer, and Michael Bailey, hereinafter called Employee, both of whom understand and agree as follows:

WHEREAS, it is the desire of the Employer to:

1. Secure and retain the services of Employee and to provide inducement for him to remain in such employment.
2. To make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security.
3. To provide a just means for terminating Employee's services at such time as he may be unable to fully discharge his duties due to age or disability or when the Employer may desire to otherwise terminate his employment.

AND WHEREAS, Employee desires to continue employment as City Manager of said City.

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

### SECTION 1: DUTIES

- A. The City of Bartlesville hereby agrees to employ Michael Bailey, as City Manager of said organization, to perform the functions and duties specified in the City Charter, City Ordinances, and applicable Oklahoma State Statutes.

### SECTION 2: TERM

- A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to terminate the services of Employee at any time, subject only to the provisions of the City Ordinances, Oklahoma State Statutes, and as set forth in this Agreement herein.

- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign, at any time, from his position with the Employer, subject only to the provisions set forth in this Agreement herein. This Agreement shall become effective on the 1<sup>st</sup> day of August, 2018, and shall remain in effect until June 30, 2021, at which time a new Agreement, for another three (3) year term, with the same terms and conditions, shall be included on the Consent Agenda for routine approval at least ninety (90) days prior to July 1, 2021. The failure to obtain routine approval of a new Agreement, for the following three (3) year term, shall constitute a non-renewal and Employee, at Employee's sole discretion, may elect to treat the non-renewal as a termination which will activate the severance benefits portion of this Agreement, benefitting Employee.

### SECTION 3: BASE SALARY, HEALTH INSURANCE, AND OTHER BENEFITS

- A. The Employer agrees to pay Employee, for his services rendered pursuant hereto, an annual base salary of One Hundred and Forty-Five Thousand Dollars (\$145,000) for the effective period of this Agreement and for each year thereafter until and unless modified as provided herein. Said annual base salary shall be payable in installments at the same time as other employees of the City are paid. In addition, Employee shall receive longevity pay based on his entire employment with the City of Bartlesville to the same extent and on the same schedule as is paid other employees of the City. 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. The Employer agrees to provide to Employee health insurance and dental coverage and other benefits provided other employees in the same manner as such are provided to said employees.
- C. The Employer agrees to pay Employee the net sum of Four Hundred Dollars (\$400.00), in advance, each month as a vehicle allowance. Employer agrees to pay all applicable taxes, costs and other deductions for both the Employer and Employee under this paragraph (this is taxable to Employee. City will pay any appropriate taxes so that the net to Employee will equal \$400.00 per month).
- D. Employee shall accrue vacation leave and sick leave at the same rate as other Management Employees with the City of Bartlesville, Oklahoma, and Employee shall be allowed to carry-over all unused accrued leave balances. Payment of unused leave time upon separation from employment shall be governed by the rules and regulations applicable to all other employees of the City of Bartlesville, OK. Employee will advise Mayor in advance of any absence from work of Employee for leave purposes at least three (3) days in advance of commencement of leave.

- E. Employee shall be provided holiday leave and all other forms of paid leave which is consistent with leave provided all other municipal employees.
- F. Employer shall provide Employee with the use of a cellular telephone and Tablet. Employee agrees to make the telephone number available to appropriate municipal officials.
- G. The Employer recognizes that the Employee must devote a great deal of time outside normal office hours, to the business of the City, and to that extent, the Employee is authorized to take compensatory time-off as he deems appropriate during normal business hours. In consideration for Employer agreeing to provide Employee with compensatory time-off, Employee acknowledges and agrees that Employer will not be required to compensate Employee for any overtime liabilities incurred by Employee while performing his duties as City Manager for the City of Bartlesville, Oklahoma. Furthermore, the use of such compensatory time-off shall not be charged against the Employee's accrued vacation leave or sick leave.
- H. The Employer agrees to contribute the same percentage payments to the Retirement Plan of the City of Bartlesville as it makes for other general employees of the City of Bartlesville.
- I. The Employer agrees that other fringe benefits and working conditions applicable generally to management employees of the City of Bartlesville, as the same now exist or may later be amended, shall also apply to the Manager, except where such benefits and conditions are specifically enumerated within this Agreement or are inconsistent with its terms.

#### SECTION 4: DUES AND EXPENSES

- A. The Employer agrees to pay the professional dues for the Employee's membership in the International City/County Management Association, the City Management Association of Oklahoma, the American Society for Public Administration, and other organizations that may benefit Employee's professional development. Additionally Employer agrees to pay for the renewal and all continuing education requirements for Employee's CPA license.
- B. The Employer agrees to reimburse Employee for all business-related expenses incurred by Employee.

**SECTION 5: CHAIN OF COMMAND**

- A. Employer acknowledges that contact between City employee(s) and Councilmember(s) will occur from time-to-time. However, in order to preserve the chain of command as well as ensure the efficient operations of the City of Bartlesville, the Employer and Employee agree:
  - 1. With the exception of the City Manager, City Attorney, City Treasurer, and Municipal Judge, and except for the purpose of inquiry, the city council and its members shall deal with the administrative service solely through the city manager, and neither the council nor any member thereof shall give orders to any subordinates of the city manager, either publicly or privately. The city manager may determine the proper method of interaction and communication between the city council and staff and shall notify the city council of the same, in writing. (*Bartlesville City Charter Art. 5 Sect. 10*)

**SECTION 6: TERMINATION AND SEVERANCE PAY**

- A. Pursuant to Oklahoma State Statutes, the Employer reserves the right to terminate Employee at any time, for any reason or for no specific reason.
  - 1. Any Councilmember who desires to include an agenda item to discuss the termination of the City Manager shall advise the City Manager of the basis for termination in writing prior to doing so, and provide the City Manager with not less than thirty (30) business days to provide a written response to the requesting Councilmember.
  - 2. If the City Manager's written response does not resolve the issue to the satisfaction of the Councilmember, then the Mayor, City Manager and Councilmember shall meet in an attempt to resolve the issue. If the issue is initiated by the Mayor, then the Vice Mayor, City Manager and Councilmember shall meet in an attempt to resolve the issue.
  - 3. If upon meeting, the issue is not resolved, the possible termination of the City Manager may be included on the next agenda if requested, in writing, to the City Manager, by the requesting Councilmember.
  - 4. These procedures shall not apply to any allegation of criminal conduct nor shall they apply to an annual routine performance review in which the City Council evaluates, reviews, and/or discusses the job performance of the City Manager.

B. Employer agrees that, in the event Employee is terminated, severance pay shall be allowed Employee pursuant to the policy set forth below, unless Employee is terminated for just cause, with just cause being defined as the conviction of a felony or an act of corruption. The parties further agree that just cause shall not include any matter which concerns a discretionary management decision or action by Employee, in good faith, while performing his duties as City Manager for the City of Bartlesville.

Severance pay shall be paid as follows:

1. Severance pay shall be paid in an amount equal to eight (8) months annual salary, based on the Employee's current salary rate at the time of termination, including all benefits and any accrued vacation leave and sick leave.
2. Severance pay shall include all benefits existing at the time of termination; said benefits to continue for the entire severance period.
3. Severance pay shall be paid in biweekly installments commencing within ten (10) calendar days of Employee's termination.

C. For purposes of complying with the severance provisions of this Agreement, appropriations held as unencumbered fund balances, in any fund or account of the City of Bartlesville, shall be deemed to be available and authorized for transfer to the appropriate salary and benefit expenditure accounts to insure fulfillment of this provision of the Employment Agreement.

D. In the event the Employer, at any time during the employment term, reduces the salary or other financial benefit of Employee, in a greater percentage than an applicable across-the-board reduction for all other employees, or in the event the Employer refuses, following written notice, to comply with any other provisions benefitting Employee herein, or the Employee resigns following a suggestion from the Employer that he resign, or the Employee is suspended from duty without pay for any reason, Employee may, at his sole option, be deemed to be "terminated" within the meaning and context of the severance pay provision, contained in Section 6, of this Agreement.

E. In the event Employee voluntarily resigns his position with the City of Bartlesville without inducement as set out in paragraph D above, then the Employee shall not be entitled to severance pay and benefits as set forth in paragraphs B and C above. In the event of such voluntary resignation, the Employee shall give the Employer four (4) weeks advance notice, in writing.

- F. If the City Charter of the City of Bartlesville is amended to delete the Council/Manager form of government or the City Manager's position, Employee may, at his sole option, be deemed to be "terminated" within the meaning and context of the severance pay provision, contained in Section 6, of this Agreement.
- G. If Employee becomes permanently or temporarily disabled due to sickness, accident, injury, mental incapacity, or health and is unable to perform his duties, and during such period of disablement the Council chooses to terminate his employment as City Manager, then Employer agrees to pay Employee for all accrued sick leave in addition to the severance pay contained in Section 6 of this agreement.

**SECTION 7: RESPONSIBILITIES AFTER TERMINATION**

- A. The parties agree that following termination of Employee's employment, certain responsibilities to the City of Bartlesville, may continue to exist, such as assistance with transition to a new administration, completion of work in progress and pending litigation. The parties agree that during the period of time for which severance benefits are being paid, Employee shall assist with such pending matters to such extent as needed and requested by City, not to exceed twenty (20) hours per month at mutually agreeable times, without additional compensation and with reimbursement of actual, necessary expenses. The parties further agree that if additional services are needed during a time period in which no severance pay is being paid, Employee shall be compensated at either his last base salary (calculated hourly) or his base salary existing at the time services are requested (calculated and paid hourly), at Employee's sole option, with reimbursement of actual, necessary expenses.

**SECTION 8: INDEMNIFICATION AND SAVINGS CLAUSE**

- A. Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.
- B. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof shall be deemed severable, and shall not be affected and shall remain in full force and effect.



IN WITNESS WHEREOF, the Bartlesville City Council has appropriated sufficient funds to satisfy the terms and conditions of this Agreement and executed it on behalf of its Mayor and attested to by the City Clerk, and the Employee has signed and executed this Agreement, which becomes effective commencing the 1<sup>st</sup> day of August, 2018.

ATTESTED AND SEALED:

APPROVED:

\_\_\_\_\_  
City of Bartlesville, City Clerk

\_\_\_\_\_  
City of Bartlesville, Mayor

APPROVED AS TO FORM:

APPROVED:

\_\_\_\_\_  
City of Bartlesville, City Attorney

\_\_\_\_\_  
Employee