



**REGULAR MEETING OF THE
BARTLESVILLE CITY COUNCIL
Monday, November 7, 2022
7 p.m.**

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

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

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 Joe Colaw, First Wesleyan Church.**
- 4. Citizens to be heard.**
- 5. Consideration and discussion of report by the City Attorney regarding municipal regulation of adult entertainment and the “Bartlesville Pride” event hosted by Oklahomans for Equality on September 10 2022 at Tower Center at Unity Square. Presented by Jess Kane, City Attorney.**
- 6. City Council Announcements and Proclamations.**
 - Life Saving Commendations recognizing Sergeant Diedrich, Sergeant Martinez, Corporal Dunkle, Reserve Officer Raley, and Chief Roles. Presented by Deputy Chief of Police Rocky R. Bevard.
 - Extra Mile Day -November 1, 2022 Proclamation presented by Mayor Copeland.
- 7. Authorities, Boards, Commissions and Committee Openings**
 - One opening on the White Rose Cemetery Board.
 - One opening on the Bartlesville Area History Museum Trust Authority
- 8. Consent Docket**
 - a. Approval of Minutes**
 - i. The Regular Meeting Minutes of October 3, 2022
 - b. Approval or Ratification of Appointments to Authorities, Boards, Commissions, and Committees.**
 - i. Reappointment of Mr. Philip Wright to a three-year term on the Bartlesville Redevelopment Trust Authority at the recommendation of Councilmember Stuart.
 - c. Approval of Agreements, Contracts, Engagement Letters and Change Orders**
 - i. Community Literacy Grant Contract No: F-23-021 between the City of Bartlesville/Bartlesville Public Library Literacy Services and the Oklahoma Department of Libraries in the amount of \$9,600.00 that will fund the Literacy Assistant Position for 21 hours per week at \$11.10 per hour for the majority of this fiscal year 2022-2023.

- ii. Airport Hangar Lease Agreement between the Bartlesville Municipal Airport/City of Bartlesville and Phoenix Rising Aviation, Inc. for T-Hangar "D" in the amount of \$100 per month and improvements made to the hangar at Phoenix Rising's expense.
- iii. An extension of an existing purchase of service agreement with United Community Action Program for the *CityRide* community transportation program extending the program for the next operating year, 2022-2023, starting October 1, 2022.
- iv. Professional Services Agreement with Parkhill, Smith and Cooper (Parkhill) for Airport Consulting Services.

d. Approval of Resolutions

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

e. Receipt of Financials

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

f. Receipt of Bids

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

9. **Discuss and take possible action to award Bid No. 2022-2023-010 on the City of Bartlesville's 2021 Community Development Block Grant (CDBG) Project for 5th Street Sidewalks and Concrete Paving Rehabilitation. Presented by Councilmember Roane.**
10. **Discuss and take possible action to award Bid No. 2022-2023-011 for Robinwood Park Soccer Fields and Skate Park Lighting. Presented by Vice Mayor Curd.**
11. **Discuss and take possible action to adopt an ordinance granting a non-exclusive permit to Dobson Technologies, Inc. dba Dobson Fiber, for the Construction and Operation of a Cable System. Presented by Jason Muninger, CFO/City Clerk.**
12. **Discuss and take possible action on an application for release of City liens by Kyle Persaud on behalf of Caleb Swanson, for property located at 818 S Seneca Avenue, legally described as Lot 12, Block 7, Guthrie Addition, Bartlesville, Washington County, Oklahoma. Presented by Greg Collins, Assistant Director, Community Development.**
13. **Discuss and take possible action to adopt an ordinance amending the Bartlesville Municipal Code, Chapter 13, Parks and Recreation, Article II. Use Regulations for Specific Park and Recreational Facilities, concerning fishing at Hudson Lake Water Reservoir. Presented by Greg Collins, Assistant Director, Community Development.**
14. **New Business.**
15. **City Manager and Staff Reports.**
16. **City Council Comments and Inquiries.**
17. **Adjournment.**

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

Jason Muninger

Jason Muninger, City Clerk/CFO

/s/ Elaine Banes

by Elaine Banes, Deputy City Clerk

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

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

Sparklight: Channel 56

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

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

At the October 3, 2022 regular meeting of the Bartlesville City Council, the City Attorney was directed to prepare a report to be presented to the City Council outlining what criminal, contractual and regulatory actions may be taken to prohibit adult entertainment in public spaces.

Attachments:

Available upon completion.

II. STAFF COMMENTS AND ANALYSIS

The drag queen show hosted by Oklahomans for Equality event on September 10, 2022 in Tower Center at Unity Square has generated significant controversy and public input. Understandably, the Council expressed a desire to consider how to respond to the concerns of the public with the benefit of legal counsel. Unfortunately, the law implicated by these issues, specifically the regulation of obscenity consistent with First Amendment, remain some of the most controversial and confounding issues in American jurisprudence. Upon completion, the City attorney will present the City Council with a memorandum detailing his research relating to these questions. Those findings will also be presented to the Council in a PowerPoint presentation. Finally, the Council will be presented with documents which are in the possession of the City of Bartlesville that, to the best understanding of the City Attorney, may represent the contemporary “Community Standards” in Bartlesville, Oklahoma that would be considered by a reviewing court in the application of the test announced by the Supreme Court in *Miller v. California*; 413 U.S. 15 (1973). All of these documents can be made available to the public upon submission of an open records request pursuant to 51 O.S. § 24A.1 *et seq.*

III. RECOMMENDED ACTION

This is a discussion item only with no action recommended at this time. However, if Council wishes to discuss possible action at a future meeting, then Staff is requesting input from Council relating to an appropriate meeting date and format.

Bartlesville Police Department

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

615 S. Johnstone Ave.
Bartlesville, OK 74003Non-Emergency 918.338.4001
Administration 918.338.4050

Chief Tracy Roles

Life Saving Commendation

On September 20, 2022 at approximately 11:56 am, Sergeant Diedrich and Sergeant Martinez responded to the area on the Pathfinder near Chick Fila in reference to a woman who chased another woman with a knife. Bartlesville Dispatch advised responding officers that the incident occurred near hole 10 at the Disk Golf Course on the Pathfinder.

Sergeants Diedrich and Martinez arrived initially and traveled the Pathfinder in Sergeant Martinez' patrol vehicle in search of the suspect. After traveling several hundred yards down the Pathfinder, Sergeant Diedrich exited Sergeant Martinez' vehicle and began searching the area on foot. A short time later, Sergeant Diedrich located hole 10 on the golf course at which time he notified Sergeant Martinez and Corporal Dunkle who were already in close proximity.

They all began searching the area. After several minutes, Sergeant Diedrich observed movement in the wooded area next to an opening approximately 60 yards west of hole 10 on the Disk Golf Course. From what he observed, it appeared as if someone was waving some type of garment or towel in the wind.

Sergeant Diedrich gained the attention of Corporal Dunkle at which time they both began approaching the subject. As they approached closer, they were able to observe a female, later identified as Amy Hawk. She was wearing jeans, a long sleeve shirt, a head covering that covered the top and back of her head. She was holding what appeared to be a long stick with a knife attached to the end in her left hand. The blade of the knife appeared to be approximately four to six inches in length. She was also carrying longer stick, approximately three feet in length with what appeared to be a homemade sheath around the end of it in her left hand. In her right hand, she was holding what appeared to be a knife in another homemade sheath.

Amy was ordered multiple times to drop the weapons by all officers on scene. She refused to comply. Sergeant Diedrich requested Reserve Officer Ray Raley retrieve his less lethal shot gun from his patrol vehicle and bring it to his location. Once the less lethal shotgun was on scene, Sergeant Diedrich transitioned with it to have that option.

At one point during the standoff, Amy charged several feet in the direction of Sergeant Martinez and Corporal Dunkle. Sergeant Diedrich yelled to warn the other officers at which time they backed up to gain distance from the suspect.

Chief Roles responded and arrived on scene. Sergeant Diedrich, Sergeant Martinez and Corporal Dunkle did an exceptional job negotiating with Amy for over thirty minutes until she turned south and started walking away toward an opening on the pathfinder. At this point, all three-knife blades were visible. Due to the extremely dangerous situation and the potential for deadly threats to not only officers but also others,

Officer Diedrich deployed his less lethal shotgun, firing two beanbag rounds striking the suspect in the mid torso as Sergeant Martinez deployed his Taser utilizing both cartridges, which both were ineffective. Sergeant Martinez then obtained a second Taser and deployed it striking the suspect, which resulted in the suspect falling to the ground and being subdued.

As Chief Roles and Sergeant Martinez provided lethal coverage, Sergeant Diedrich and Corporal Dunkle approached and disarmed the knives from the suspect. The suspect was taken into custody with no further incident and Emergency Medical Personnel provided medical assistance to the suspect.

This critical incident could have very easily turned into to a deadly force situation for each of the officers involved. All officers involved utilized exceptional awareness and command presence and control. Their actions not only contained an extremely volatile situation but also preserved life.



Lieutenant Christopher Mims



Captain Troy Newell



Deputy Chief Rocky Bevard



Official Proclamation

Extra Mile Day November 1, 2022

Whereas, Bartlesville is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

Whereas, Bartlesville is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

Whereas, Bartlesville is a community which chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and

Whereas, Bartlesville acknowledges the mission of the Extra Mile America Foundation to create 550 Extra Mile Cities in America and is proud to support “Extra Mile Day” on November 1, 2022.

Now Therefore, I, Dale Copeland, Mayor of the City of Bartlesville, Oklahoma, do hereby officially proclaim November 1, 2022 as Extra Mile Day. I urge each individual in the community to take time on this day to not only “go the extra mile” in his or her own life, but to also acknowledge all those around who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

In Witness Whereof, we hereunto set our hands and cause the Official Seal of the City of Bartlesville, Oklahoma, to be affixed this 7th day of November, in the year of our Lord two thousand and twenty-two.

Dale Copeland, Mayor



**MINUTES OF THE
REGULAR MEETING OF THE
BARTLESVILLE CITY COUNCIL
Monday, October 3, 2022
7 p.m.**

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

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

MINUTES

(The Notice of Meeting was posted December 15, 2021
and the Agenda was posted September 29, 2022 at 5:00 p.m.)

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

City staff present were Police Chief Tracy Roles, sitting in for Mike Bailey, City Manager, Jason Muninger, City Clerk/CFO; Attorney Tommy Brown, sitting in for Jess Kane, City Attorney; Terry Lauritsen, Director of Water Utilities; Micah Siemers, Director of Engineering; Laura Sanders, Director of Human Resources; Shellie McGill, Director of the Library; Kelli Williams, Chief Communications Officer; Greg Collins, Assistant Community Development Director; Nancy Warring, Planner II; Alicia Shelton, Accountant; Julie Brewer; Steve Roper, Engineering; Deputy Police Chief Rocky Bevard, Security; and Elaine Banes, Executive Assistant.

- 1. The business meeting of the Bartlesville City Council was called to order at 7:00 p.m. by Mayor Copeland.**
- 2. Roll call was held and a quorum established.**
- 3. The invocation was provided by Rev. Kelley L. Becker, Senior Minister, Disciples Christian Church.**
- 4. Citizens to be heard.**

Mayor Copeland opened the floor for citizens to be heard following a brief instruction asking that all speakers keep their comments civil and at three minutes in length. Several citizens signed up to speak regarding the September 10, 2022 Pride Celebration featuring a drag queen show at Unity Square.

Morgan Lawrence-Hayes, President of Oklahomans for Equality, stated that her organization supports action to restrict adult entertainment in City-owned parks, and commented that the drag queen show in question did not include anything that could be considered adult entertainment. She also stated that her organization stands ready to defend their rights legally should it be necessary to do so.

Shannon King, a local citizen, presented a petition to the Mayor with 2000 signatures, after reading a cover statement attached to the petition. In summation of the final paragraph, she asked the City Council to determine if the activity, a drag queen show in a city-owned park, violated any laws, State or City, or city contracts for use of public areas, and if so, to take appropriate action. She also asked that if no laws, ordinances or current contracts were

violated, to study and consider a new city ordinance to prohibit adult-oriented activity from happening in public areas.

Rod MacIvaine, Jason Artherton, Joel Rabin, Bill Patton, Johnathon Long, Homer Heffington, and Zac Costello provided their comments individually on why they are against allowing adult entertainment in city-owned parks and how they are in favor of the petition and request for City Council action.

Jonathan McCormick, Jr. provided his comments on the subject of adult entertainment concluding that whether he agrees or not with either side, he supports the Constitution in favor of free speech for everyone.

Tonja Senn provided comments including how the drag queen portion of the Pride Celebration was handled appropriately and encouraged love and acceptance.

Mayor Copeland thanked everyone for their comments and remaining civil during the comments portion of the meeting. He stated that further research will be conducted and a report made at a later date. He explained that per the Oklahoma Open Meetings Act discussion cannot be held between citizens and the City Council without it being an action item listed on the agenda. Therefore, no discussion can be held regarding the subject brought before the City Council during the Citizens to be Heard portion of the agenda.

5. City Council Announcements and Proclamations.

- National Colonial Heritage Month October 2022. Presented by Councilmember Roane.
- Mental Illness Awareness Week October 2-8, 2022. Presented by Mayor Copeland.
- Arbor Day October 12, 2022. Presented by Vice Mayor Curd.
- Code Enforcement Officer's Appreciation Week October 10-14, 2022. Presented by Councilmember Dorsey.
- National Fire Prevention Safety Week October 9-15, 2022. Presented by Councilmember Stuart.
- Domestic Violence Awareness Month October 2022. Presented by Mayor Copeland.

6. Authorities, Boards, Commissions and Committee Openings

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

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

7. Consent Docket

a. Approval of Minutes

- i. The Regular Meeting Minutes of September 6, 2022

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

- i. Appointment of Ms. Sara Freeman to a three-year term on the Bartlesville Redevelopment Trust Authority at the recommendation of Councilmember Stuart.

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

- i. Contract between the Oklahoma Department of Libraries and the Bartlesville Public Library/City of Bartlesville for the Health Literacy Grant, #F-23-075 in the amount of \$9,000 to host exercise classes and monthly healthy cooking classes.
- ii. Planned Maintenance Program Contract between the City of Bartlesville/Bartlesville Public Library and Dormakaba in the amount of \$478.80 for inspections, adjustments and service on the three automatic entrance doors into the Library.
- iii. Professional Service Contract with Freese and Nichols, Inc. for design services on the Sunset Boulevard over Butler Creek Bridge Rehabilitation and Repair Project in the amount of \$208,560.00.
- iv. Professional Services Contract with Guy Engineering Services, Inc. for design services on the Tuxedo Boulevard Bridges over the Caney River and Overflow/pond Rehabilitation and Repair Project in the amount of \$175,415.00.
- v. Professional Service Contract with Freese & Nichols (FNI) for design services on the Minnesota Avenue Rehabilitation Project and a Water Feasibility Study along Minnesota Avenue and Madison Boulevard in the amount of \$82,468.00.
- vi. Lease Agreement between the City of Bartlesville and Legacy Church of Christ for lease of the north portion of the 1st floor of the First Christian Church Building.

d. Approval of Engineering Reports

- i. Reports for the Chickasaw Wastewater Treatment Plant Expansion and Collection System Improvements Limestone-Chickasaw Corridor.

e. Approval of Plat Amendments

- i. Amendment to the Plat of Lot 1 through 12, Block 1, Foxtail Villas of Bison Trails.
- ii. Amendment to the Plat of Lot 5, Block 3, Park Place Addition, Also known as 3117 SE Stonewall Drive.
- iii. Amendment to the Plat of Lot 27, Block 1, Park Place Addition, also known as 3022 SE Talbot Circle.

f. Receipt of Financials

- i. Interim Financials for two months ending August 31, 2022.

Mayor Copeland read the consent docket in its entirety. Vice Mayor Curd pulled Items 7.c.vi. and 7.f.i. from the consent docket for further discussion.

Ms. Roane moved to approve the consent docket with the exception of Items 7.c.vi. and 7.f.i., seconded by Mr. Stuart.

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

Nay: None

Motion: Passed

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

- vi. Lease Agreement between the City of Bartlesville and Legacy Church of Christ for lease of the north portion of the 1st floor of the First Christian Church Building.

Vice Mayor Curd stated that a current floorplan had been provided to the City Council prior to the meeting as the one in the packet was obsolete. He commented that the City is fortunate to develop the lease with Legacy Church allowing the facility to keep the utilities on and in use. He added that the City is still pursuing RFP's for

use of the church facility, and if needed there is a clause in the Legacy lease allowing for a change of occupancy.

f. Receipt of Financials

- i. Interim Financials for two months ending August 31, 2022.

Vice Mayor Curd inquired of Mr. Muninger about the financials. Mr. Muninger stated that projected sales tax is up 1.3% which is ahead \$50,000 from last year at this time. For the year projections, the City is at 7.3% above budgetary expectations which equates to about \$260,000. Due to conservative budgeting for FY 2022-2023, the City's sales tax remains above expectations.

Vice Mayor Curd moved to approve Items 7.c.vi. and 7.f.i., seconded by Mr. Stuart.

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

Nay: None

Motion: Passed

8. Public Hearing for the purpose of obtaining citizen views on proposed modifications to the FY 2021 Community Development Block Grant-Coronavirus Relief (CDBG-CV) Grant, and possible approval of a resolution modifying the scope and budget of the FY 2021 Community Development Block Grant-Coronavirus Relief (CDBG-CV) Grant. Presented by Nancy E. Warring, Planner II, Community Development.

Ms. Warring reported that in April 2021, the City Council accepted the FY 2021 CDBG-CV Grant Award from the Oklahoma Department of Commerce to fund activities that address the health and economic challenges brought on by the COVID-19 pandemic. Specifically, the grant funds rent, utility, and mental health assistance to low and moderate income Bartlesville residents who have been affected by COVID-19. To date, much of the grant has been expended. The mental health assistance portion of the project is complete, and there are no funds remaining in that line item. However, there are substantial funds remaining for rent and utility assistance, and the demand for that assistance has consistently declined over time. As of August 31, 2022, there are \$513,045.36 in grant funds remaining. The staff at Concern have been administering the rent and utility assistance portion of the project. They anticipate needing approximately \$27,667.02 through the end of the grant period which is March 2023. This will cover rent and utility assistance, plus their administrative costs which are also eligible under the grant but were not originally included in the budget.

Continuing, Ms. Warring stated that there is \$485,378.34 remaining in grant funds. Rather than returning the unspent funds in March, staff is proposing to put them towards a new eligible activity that has been added to the CDBGCV Grant Program: *Rehabilitation Assistance*. This involves the rehabilitation of a commercial building or public facility (but not buildings for the general conduct of government) to improve indoor air quality and ventilation to prevent the spread of Coronavirus and similar airborne illness or disease. This could include, but is not limited, replacing the HVAC system, replacing other systems that affect air quality, or adding operable windows. The facilities must either serve low to moderate income clientele or be located in a low to moderate income area. In order to change the scope and budget of the existing CDBG-CV Grant project and put funds toward Rehabilitation Assistance, the City of Bartlesville must submit a Grant Modification to the Oklahoma Department of Commerce for approval. As part of that process, the City Council must hold a public hearing to solicit public input and adopt a Resolution approving the modifications.

Vice Mayor inquired about an example of a building that could qualify. Ms. Warring stated that CONCERN, Mary Martha, those types of buildings that serve the low to moderate income area would qualify. Mr. Stuart inquired if the old Siemens building would qualify since it is located in a low-income census tract. Ms. Warring stated that a qualifying facility must serve all of the people in the designated low to moderate income tract, so it would not qualify with how it is currently being used.

Mayor Copeland opened the public hearing at 8:18 p.m. Appearing to speak was Jonathan McCormick, Jr. who inquired if the grant is a Federal grant and what restrictions are required. Mayor Copeland responded that this is an existing grant which has been expanded to include the new eligible use of the funds. Ms. Warring confirmed the grant is a Federal grant and the City has and will meet all requirements.

There being no one further appearing to speak, the Mayor closed the public hearing at 8:20 p.m.

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

Mayor Copeland confirmed that the City already has the funds and this is simply a reallocation of those funds. Ms. Roane commended Ms. Warring for bringing this opportunity forward for the good of the community.

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

Nay: None

Motion: Passed

9. **A public hearing to consider and take possible action on an application from Jim Swezey of Swezey Realty Services to allow rezoning from C-2/PUD (Neighborhood Shopping/Planned Unit Development) to C-5/PUD (General Commercial/Planned Unit Development), as well as approval of a Planned Unit Development and Site Development Plan at 102 and 106 SW Kaw Ave., legally described as Lots 23 and 24, Block 3, George B. Keeler 1st Addition, Bartlesville, Washington County, Oklahoma. Presented by Greg Collins, Assistant Director, Community Development.**

Mr. Collins, using a PowerPoint presentation, reported that the applicant, Jim Swezey, proposes rezoning two lots at the southwest corner of Hensley Blvd. and Kaw Ave. from C-2/PUD (Major Shopping/Planned Unit Development), to C-5/PUD (General Commercial/Planned Unit Development). The applicant proposes to construct an approximately 3, 200 square foot commercial building on the site. The building would have three units with proposed uses of contractors' offices with accessory enclosed stored and professional offices. These uses are not allowed under the current base zoning, but are allowed under C-5 (General Commercial) base zoning. Mr. Collins reviewed the land use and zoning history, site requirements, street landscaping, stormwater fee in lieu of storm water detention, traffic study, sidewalks, signage, lighting plan, NZOD permit application, architectural style and finishes, platting, and the results of public participation meeting.

Mr. Collins continued stating that an analysis of this rezoning request must consider the following factors in Zoning Regulation 7.6.5.5 in determining whether to recommend approval of the rezoning and PUD application: a) whether the proposal is consistent with, and promotes the intent and purpose of the Comprehensive Plan; b) whether the proposal is compatible with and harmonizes with existing and expected development of surrounding areas, the natural

environment, and the planned capacities of public services and facilities affected by the proposed land use; c) whether the proposal is a unified treatment of the development possibilities of the project site; d) whether the proposal would benefit orderly and proper development of the metropolitan area; e) whether the sidewalks and streets provide a traffic flow compatible with the development and surrounding street pattern; and f) whether the proposal is consistent with the public health, safety, and welfare of the community. Staff has reviewed this application and finds that these factors are satisfied, or will be satisfied upon the applicants'/landowners' completion of any remaining conditions, and that the proposed development is appropriate at this location and is compatible with the surrounding area. The City Planning Commission, at its September 27, 2022 regular meeting, adopted Staff's recommendation, and recommends to City Council approval of the requested Rezoning, PUD, and Site Development Plan, subject to conditions as presented by City staff. The conditions are as follows:

1. The applicant must submit a revised Site Development Plan at the building permit application stage and it must include:
 - a. A lighting plan; A completed landscape plan (as described in this memo);
 - b. Public floor area of the building to confirm compliance with parking requirements;
 - c. Dumpster enclosure location with screening.
2. Land uses permitted for this site shall be specifically limited to those proposed by the applicant:
 - a. Contractor or construction offices and shops (e.g. air conditioning, building, cement, electrical, heating, masonry, painting, plumbing, refrigeration, roofing and ventilation), with accessory storage or warehousing (enclosed only)
 - b. Office: architectural, engineering, legal, or other professional; real estate, insurance.
3. The applicant must receive administrative approval of a Lot Combination before a building permit will be issued for any development that crosses a platted lot line.
4. Sidewalks on Hensley Blvd. and Kaw Ave. are required to be repaired and/or replaced as needed and subject to review by City staff.
5. A traffic study required at the building permit stage to confirm there is adequate capacity of streets on Kaw Ave. to support this development impact, to the satisfaction of city staff.
6. The applicant shall apply for and obtain approval of a National Zinc Overlay District (NZOD) / Soil Disturbance Activity Permit prior to building permit issuance.
7. The applicant shall use the style and finishes for the exterior of the building as described in his application attachment.

Mr. Collins concluded by stating that a public hearing to consider this request for approval of a Rezoning, Planned Unit Development, and Site Development Plan is required. He added that Mr. Swezey was present should the City Council have any questions for him.

Mayor Copeland noted that the zoning in this area is variable.

Mayor Copeland opened the public hearing at 8:32 p.m. Appearing to speak was Jonathan McCormick, Jr. who stated that as long as this passes all the rules then he supports bringing in more development in to Bartlesville.

There being no one further appearing to speak, the Mayor closed the public hearing at 8:33 p.m.

Mayor Copeland commented that applications such as this have been vetted by staff and the City Planning Commission, or other appropriate committees, so such homework/preparation is very thorough making decisions on these items somewhat easier for the City Council.

Vice Mayor Curd asked if the conditions and rezoning changes be carried over should the property sell. Mr. Collins stated that the rezoning would carry over and if changes are wanted, then the new property owner would have to submit changes to the City Planning Commission and the City Council.

Vice Mayor Curd moved to adopt the ordinance for rezoning and approval for a Supplemental Designation Planned Unit Development, with conditions, as presented, seconded by Mr. Dorsey.

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

10. Discuss and take possible action to adopt an ordinance granting a non-exclusive permit to Clarity Telecom, LLC for the Construction and Operation of a Cable system. Presented by Alicia Shelton, Accountant.

This item was pulled from the agenda pending further review.

11. New Business.

There was no new business to address.

12. City Manager and Staff Reports.

Chief Roles stated that tonight's meeting reminded him of how fortunate the City and its citizens are to live in a country where people can come together publicly, display their feelings, and to speak freely. He continued that Mr. Bailey asked him to let everyone know that City staff is aware of the petition that was presented tonight, and that at Mr. Bailey's request, Mr. Kane will prepare a presentation for the next regular City Council meeting in November. Mr. Kane will detail what actions the City can and cannot take to regulate adult entertainment in public places. This will be a discussion item on the agenda, and Mr. Bailey is requesting that if any City Council members have specific questions they wish to have addressed to please contact Mr. Kane directly.

13. City Council Comments and Inquiries.

Mr. Stuart wanted to applaud the water utility staff who attended to a six-inch water line break at his house last night. They worked throughout the night to get it fixed and did a great job.

Mr. Stuart also commented that there were inappropriate comments made by the protestors next to a bounce house where kids were playing at the Pride Celebration on Sept. 10. He added that the more disturbing part were the pamphlets that looked like coloring books that were being handed out by protestors that had pictures of aborted babies in them. Ms. Roane commented that she understood that many of the protestors were from out of town and felt that they were the ones who were behaving inappropriately.

Ms. Roane commented how happy she was to see the number of citizens attending the meeting tonight. She also commended the bravery of those who spoke, and all who attended and made their support known on whichever side they stood on. She stated how she applauds Bartlesville on how everyone can come together respectfully to bring their opinions forward for consideration to the City Council and to the community.

Vice Mayor Curd commended the police department on how they kept the protestors and their behavior separate from the Pride event. He did witness some vulgarity and inappropriate language from the protesters, and he felt the police force managed the situation very effectively. He also appreciated them allowing the festival to continue without large disruption from people who wished to cause mayhem. He also commended the citizens for coming to the meeting tonight and those who provided their opinions in a civil manner. He feels that the City Council is open to everyone's comments and opinions, and that he felt the meeting had been very productive.

Mayor Copeland stated his agreement with his fellow City Council members and Chief Roles. He added he expected nothing less than respect and courtesy, and that it was a privilege to see it in action. In addition, he provided information about how City Council meetings can be attended whether in person or through television (Sparklight), radio (KWON), live streaming (City of Bartlesville website), or via the local newspaper (the Examiner-Enterprise). Also, he informed the citizens that every City Council packet is available on the City's website prior to each meeting. In addition, the live streamed meetings are recorded and can be accessed via the City's website at any time. All of these options are a tremendous resource for those who wish information about the City and/or to find correct information in place of incorrect information often found on social media.

Ms. Roane also thanked Jonathan McCormick whom she met at the Oak Park neighborhood meetings for attending the meeting, and providing good questions and comments.

The Mayor concluded that if citizens have questions, please contact your Council member or any of the Council members who will be glad to assist you.

14. There being no further business to address, Mayor Copeland adjourned the meeting at 8:45 p.m.

Dale W. Copeland, Mayor

Jason Muninger, CFO/City Clerk



Agenda Item: 8.b.i.

Date 10/24/22

Prepared by Chris Wilson
Bartlesville Redevelopment Trust Authority

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to reappoint Philip Wright to a three-year term on the Bartlesville Redevelopment Trust Authority.

II. STAFF COMMENTS AND ANALYSIS

Mr. Wright filled an unexpired term for Bill Covell that expired in September 2022. Mr. Wright will begin his first full three-year term on the BRTA.

Mr. Wright brings architecture and economic development knowledge and experience to the BRTA. He is also an active community volunteer and professional and resides in the City of Bartlesville. His application is included for your review.

III. RECOMMENDED ACTION

BRTA Staff, Board of Trustees, and Councilman Paul Stuart recommend the appointment of Philip Wright to a three-year term on the BRTA at the next available City Council meeting.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and approve a contract between the City of Bartlesville/Bartlesville Public Library Literacy Services and the Oklahoma Department of Libraries.

Attachments: Community Literacy Grant Contract No: F-23-021

II. STAFF COMMENTS AND ANALYSIS

The Bartlesville Public Library is fortunate to receive this grant annually. These grant monies pay the salary of the Literacy Assistant Position. This year's amount is \$9,600.00. The amount will fund the position for 21 hours per week at \$11.10 per hour for the majority of this fiscal year.

The Literacy Assistant position is vital to the success of the department. Working with students and tutors, providing statistical information to the Oklahoma Department of Libraries, administrating the *Casas* assessment tests to students, and working with the Coordinator on all programs, events, and classes sponsored by the Literacy Department.

III. RECOMMENDED ACTION

Staff recommends City Council approval of this contract.

CONTRACT
BETWEEN THE OKLAHOMA DEPARTMENT OF LIBRARIES
AND BARTLESVILLE PUBLIC LIBRARY LITERACY SERVICES

I. CONTRACTING PARTIES

The contracting parties are the Oklahoma Department of Libraries, a state agency (Department), and Bartlesville Public Library Literacy Services (Contractor), collectively known as the Parties.

II. TERM OF THE CONTRACT

This Contract shall begin on the date of execution and shall terminate on June 30, 2023.

- a. In the event the Contractor fails to comply with the terms and conditions of this Contract, the Department may, upon written notice of such non-compliance, cancel the Contract effective upon receipt of notice. Such cancellation shall be in addition to any other rights and remedies provided for by law.
- b. The Parties of this Contract understand and acknowledge any future contracts or renewals are not automatic nor implied.

III. OBLIGATIONS OF THE CONTRACTOR

The Contractor shall render diligently and competently the services as indicated and in the manner set forth herein which shall be binding on the Parties of this Contract.

The Contractor shall:

- a. Provide one-to-one or small group instruction to adults.
- b. Track student and personnel hours using an ODL approved tracking system. Update information in the system on a monthly basis or as requested by the Department.
- c. Submit an interim report by January 31, 2023.
- d. Maintain security measures for confidentiality of all student records by using secure computer passwords and storing all paper records in locked file cabinets when not in use.
- e. Conduct student assessments and reassessments with the Comprehensive Adult Student Assessment System (CASAS) or approved alternative.
- f. Submit the final report to the Department by July 10, 2023. The report will include a Narrative, Expenditure Report, and Programs and Statistics Report.

IV. OBLIGATIONS OF THE DEPARTMENT

The Department shall:

- a. Process grant payment to Contractor upon receipt of notarized claim form.
- b. Maintain regular communication and provide technical assistance as needed.
- c. Review and approve interim and final reports.

V.PROJECT FUNDING

In accordance with the terms of this Contract, the Department approves **Nine Thousand Six Hundred Dollars (\$9,600)** for the provision of instructional services for adult learners.

- a. Funds will be distributed in one payment upon receipt of a signed claim form. Payment claim should be filed with the Department a minimum of fourteen working days prior to the date of expected receipt of payment. Final reports for any previous departmental literacy grants must be satisfactorily completed and approved before new claims will be processed.
- b. Contracts may be amended in the event of state budget shortfall.
- c. The contractor must use travel forms and time sheets to document travel reimbursements and salaries. Copies of completed forms must be kept on file with the Contractor.
- d. Expenditures must conform to the approved budget and to applicable State laws and regulations and are subject to all conditions of this Contract. Any deviation from the approved budget must be approved by the Department.
- e. Funds may not be used for depreciation of equipment, insurance, food, medical treatment, or childcare.
- f. Payments will be made via electronic deposit within two weeks of receipt of completed and approved claim form and support documents.
- g. Expenditures under this contract shall be included in the next financial review or audit.

VI.GENERAL PROVISIONS

- a. Notices

Any notices to be given herein are deemed to be given when deposited with the United States Postal Service, certified or registered mail, return receipt requested, with sufficient postage prepaid, addressed as specified below. Either party may at any time designate any other address by giving written notice to the other party.

As to the Department:

Oklahoma Department of Libraries
Attn: Rebecca Barker
200 NE 18 Street
Oklahoma City, OK 73105-3205

As to the Contractor:

Bartlesville Public Library Literacy Services
Attn: Karen Kerr-McGraw
600 South Johnstone
Bartlesville, OK 74003

b. No Grant of Authority

Nothing herein shall be construed as conferring upon Contractor the authority to assume or incur any liability or obligation of any kind, expressed or implied, in the name of or on behalf of the Department. The Contractor agrees not to assume or incur any such liability without the prior written consent of the Department.

c. Performance Suspension

Performance may be suspended by either party for any act of God, war, riots, fire, explosion, strike, injunction, inability to obtain fuel, power, labor, or transportation, accident, national defense requirements, or any cause beyond the control of such party, which prevents the performance of such party. An alleged breach of this Contract by either party shall be grounds for immediate suspension of performance.

d. Liability

The Department shall not be liable for any injuries or damages to persons or property resulting from the acts or omissions of the Contractor, its officers, employees, agents, or trustees, in carrying out the activities of this Contract.

e. Accident or Illness

The Contractor agrees that any accident or illness during the performance of the Contract will not be the responsibility of the Department and will in no way hold the Department liable for such accident or illness.

f. Understanding of Terms

The Parties hereto have read and fully understand the terms of this Contract and agree to be bound by the same.

VII.RECORDS MAINTENANCE AND ACCESS REQUIREMENTS

The Contractor agrees to keep and maintain separate records reflecting the services performed and costs and expenses incurred in connection with its performance of the services, including accounting procedures, practices or any other relevant items for a period of five (5) years from the ending date of this Contract. Upon reasonable notice, the

Department, the State Auditor's Office, the State Purchasing Director, or their representatives, shall be entitled to any books, records, and other documents and items directly pertaining to charges to the Department thereunder for purpose of audit and examination, at Contractor's premises during normal business hours. The Contractor further agrees to provide appropriate access by the aforementioned parties to any subcontractor's associated records. In the event any audit, litigation, or other action involving these pertinent records is started before the end of the five (5) year period, the Contractor agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later.

VIII. ADDITIONAL REQUIREMENT

It is expressly agreed that the Contractor under this contract is an independent Contractor and under no circumstances shall its owners, officers, employees or volunteers of the Contractor be considered employees of the Department or the State of Oklahoma. The Contractor is responsible for all types of claims due its volunteers, employees, or any third parties. The Contractor will indemnify and hold harmless the Department and the State of Oklahoma from and against any and all claims arising out of the Contractor's, or any of the Contractor's employees' or volunteers' performance, including but not limited to the use of automobiles or other transportation.

- a. The Contractor shall not discriminate against any person because of race, color, religion, ancestry, gender, age, national origin or physical handicap.
- b. In the event the Contractor does not comply with the terms of this Contract, including the timetable, budget, and objectives, the Contractor will be given written notification of such noncompliance by the Department. The Contractor may appeal for reconsideration by giving written evidence of compliance within twenty (20) days following receipt of such notification. Should noncompliance be confirmed, the Department may take possession of items purchased under this Contract for reassignment to other programs and projects.
- c. Evidence of failure to comply with the above policies shall result in a hold being placed on pending payments for all future contracts until compliance can be assured.
- d. It is expressly agreed that any solicitation for, or receipt of, funds of any type by the Contractor is for the sole benefit of the Contractor and is not a solicitation for, or receipt of, funds for the Department.

- e. In the event the Contractor purchases equipment and materials, and the program or project for which the purchases were made is abandoned, the Department reserves the right to reclaim all items purchased under this contract.
- f. The Contractor will comply with regulations under the Open Meetings Act and the Open Records Act.

IX.PROJECT TIMETABLE

- a. The terms of this Contract shall be from August 1, 2022 to June 30, 2023. The contract period may be renewed at the discretion of the Department.
- b. The interim report is due January 31, 2023. The final report is due July 10, 2023.
- c. If this Contract is not signed by both parties within forty-five days of the beginning date, it shall become null and void.

X.AMENDMENTS

Any alterations, additions, or deletions to the terms of this Contract shall be in writing and executed by all Parties.

XI.ENTIRE CONTRACT

This instrument consisting of six (6) pages constitutes the entire contract between the Parties. All oral or written agreements between the Parties relating to the subject matter of this Contract have been reduced to writing and are contained herein.

XII.EXECUTION OF CONTRACT

The Contractor affirms that all information, documentation, and representations submitted in securing this Contract are true and correct to the best of their knowledge.

The Contractor certifies that neither the Contractor, nor anyone subject to the Contractor's direction or control, has paid, given, or donated, or agreed to pay, give, or donate to any officer or employee of the Department or the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this Contract.

Each signatory to this Contract declares that he/she has legal authority for obligating the entity he/she represents for the benefits and/or liabilities resulting under said contract and accepts liability for any misrepresentation of such authority.

IN WITNESS WHEREOF, the Contractor and the Department have each caused this Contract to be executed in their behalf.

SIGNATURES

On behalf of the Contractor

On behalf of the Department

Shellie McGill, Director

Natalie Currie, Director (Interim)

Typed name and title of signor

Signature

Signature

Date

Date

Dale Copeland

Typed name of Authorizing Official

Mayor

Title

Signature

Date

FOR USE BY THE OKLAHOMA DEPARTMENT of LIBRARIES

Assurances: Fund 41500 is encumbered for this Contract

Lead Officer Approval:


RB

Date: Aug 10, 2022 *rebecca barker*

Federal Programs

Officer/Business Manager:



Date: Aug 10, 2022 *DMcCleod*



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Lease between City of Bartlesville and Phoenix Rising Aviation, Inc. for T-Hangar "D"

Attachments:

Hangar Lease Agreement City of Bartlesville & Phoenix Rising Aviation, Inc.

II. STAFF COMMENTS AND ANALYSIS

Lease Hangar D for fair market value and in consideration of improvements made to T-Hangar "D" at Phoenix Rising's expense. Lease amount \$100 per month for aircraft part storage and aeronautical activity.

III. RECOMMENDED ACTION

Staff recommends entering into the 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) month Commencing the 1st day of November 2022, and ending on the 30th day of November, 2022, and shall continue in effect from month to month thereafter unless and until terminated by notice given to either Party by the other at least thirty (30) days in advance of said termination. Neither Lessor nor Lessee shall have any liability to each other for any such termination.

4. Rent. Lessee, in consideration of the mutual promises and covenants contained in this Agreement, does covenant and agree with the City of Bartlesville to pay its rent for said leased property in the sum of One Hundred and NO/100 Dollars (\$100.00) 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 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:

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

Lessee: Warren Peck
406 Wiley Post Road
Bartlesville, OK 74003

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/T-Hangar D located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action on an extension of an existing purchase of service agreement with United Community Action Program for the *CityRide* community transportation program.

Attachments:

Proposed agreement

II. STAFF COMMENTS AND ANALYSIS

The City of Bartlesville has contracted with United Community Action Program (UCAP) for several years for the provision of public transit service through the *CityRide* program, operated by Cimarron Public Transit Service, a program of UCAP. The attached agreement extends this program for the next operating year, 2022-2023, starting October 1st.

Ridership and demand grew over the past year in Washington County. There were 24,636 trips taken in FY 2021-2022 (year ending September 30, 2022), compared to 23,009 in the prior year.

III. RECOMMENDED ACTION

Please place this proposed agreement on the City Council agenda for Monday, November 7, 2022 for consideration and possible action.

PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT is entered into this 1st day of October, 2022 between the parties, United Community Action Program, Inc. (hereinafter referred to as “UCAP”), and the City of Bartlesville, Oklahoma (hereinafter referred to as “City”).

WHEREAS, in consideration of the transportation services which UCAP provides to the Bartlesville community and to assist in providing reasonable cost personal transport available to the general public, including the elderly, the disabled, those unable to drive, or those who wish to improve the environment by use of a community transportation service;

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. UCAP agrees to provide a community public transportation program within the city limits of Bartlesville which shall offer a 10-hour demand-response service for the general public utilizing at least two lift-equipped vans. This service shall operate from 7:30 a.m. to 5:30 p.m., Monday through Friday of each week and will be closed for holidays as listed below:

New Year's Day	Memorial Day	Independence Day
Labor Day	Thanksgiving (2 days)	
Christmas Day		

Limited service will be provided on the following holidays: Dr. Martin Luther King Jr. Day, President’s Day, Good Friday, Columbus Day and Veterans’ Day. UCAP reserves the right to close for mandatory agency training.

The moniker for this community transportation program shall remain “CityRide” and the telephone number shall remain as 918-336-2233, however, UCAP is permitted to place its name and logo on all vehicles and materials associated with the program.

UCAP shall operate this community transportation service program as an open door policy for the pick-up and delivery of general public passengers without discrimination in all vehicles operated in conjunction with this Agreement based upon reservations with the dispatch office.

2. For this community transportation service, City agrees to reimburse UCAP at a rate of \$55,000 annually billed semiannually, \$27,500 to be paid upon invoice from UCAP in October and April.

3. As service provider, UCAP will assume all management responsibilities and all administration and operating expenses incurred in conjunction with the provision of this service. The City assumes no responsibility to provide any management of this service or to fund any administration and operating expenses for this service, other than the flat rates set forth in Paragraph 2 of this Agreement.

4. UCAP agrees to collect a set fare of \$3.00 for a one-way trip anywhere within the city limits of Bartlesville, not covered under another contract. UCAP reserves the right to offer special promotions and projects to the community, as funds permit.

5. UCAP agrees to provide the WorkRide program at a set fare of \$1.00 for each one-way trip within the city limits. Citizens must sign up and be using transportation for work or educational purposes.

6. UCAP agrees to maintain accurate records of ridership (including total, elderly/disabled, and trip purpose), revenue miles and fare box receipts. A quarterly summary report will be provided to the Bartlesville Community Development Director.

7. UCAP shall maintain all vehicles used in conjunction with this Agreement in a safe and sanitary condition, and shall provide the required insurance for both vehicles and riders, and shall fully comply with all Federal, State, and local rules and regulations.

8. All UCAP employees involved in the delivery of this community transportation service shall be qualified, certified and professional as required by ODOT or any other applicable Federal, State or local regulation.

9. This agreement shall be effective from October 1, 2022 until September 30, 2023. It may be extended from year to year thereafter upon such terms and conditions as the parties may then agree. Further, either party, upon thirty (30) days notice to the other, may terminate this agreement during the contract term of the agreement or any extension hereafter granted.

10. UCAP and the City are particularly advised that the execution and continuance of this Agreement is contingent upon receipt of financial assistance from the Federal and State levels. This Agreement will terminate if the Federal funding is discontinued. The State assumes no responsibility to fund this program if there is a failure of Federal funding.

NOW, BE IT RESOLVED THAT the terms and conditions of this Agreement are hereby accepted to be legal and binding to the parties whereby executed by their signatures for their respective organization and/or successors.

Laura Corff, Transit Director
United Community Action Program, Inc.

Dale Copeland, Mayor
City of Bartlesville

ATTEST:

Notary Public

My commission expires: _____

City Clerk

(City Seal)

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action on a Professional Services Agreement with Parkhill, Smith and Cooper (Parkhill) for Airport Consulting Services

Attachments:

Parkhill Professional Services Agreement
Task Order 01 for the Hangar Development Plan consulting services

II. STAFF COMMENTS AND ANALYSIS

The next phase in airport improvements potentially involves a combined taxiway extension project and updating the various disadvantage business enterprise (DBE) information and 5 year capital plans. The airport has received increased interest from potential lessees for hangar space currently all hangars are under contract. The current airport master plan layout and infrastructure only provides enough space adjacent to the existing taxiway for one medium-sized hangar. The Oklahoma Aeronautics Commission (OAC) is considering allocating \$300,000 in FY 23 for a project to extend a taxilane to facilitate further development of the Bartlesville Municipal Airport property. The total project budget would be \$1,138,100 utilizing \$740,000 in FAA funds, \$300,000 in OAC funds, and \$99,000 in sponsor funds (City of Bartlesville airport fund). There is a 5% match on the State Grant funds, and 10% match on the federal funds. The FAA funds are comprised of “new” FAA funding included in the Bipartisan Infrastructure Law (BIL) that allocated an additional \$295,000 per year to the Bartlesville Municipal Airport for five (5) years starting in FY 22. This will be coupled with \$150,000 per year in NPE funds we already receive. The current Airport Layout Plan was last updated in 2007 and does not account for any future development of larger hangars. This plan needs to be updated to assist in planning for development at the airport.

In accordance with state law and Federal Aviation Administration’s (FAA) Advisory Circular, staff requested statements of qualifications from engineering firms for airport consulting services. The request for qualifications (RFQ) was advertised as required by the FAA. One (1) firm returned qualifications. Park Hill, Smith and Cooper (Parkhill) was the responsive firm and is who the City of Bartlesville currently contracts with for airport consulting services. Parkhill currently employs Toby Baker who has been the City’s airport consultant for many years. He was previously at CEC and moved to Parkhill. The City transferred our consulting

services to Parkhill when Toby made the move. Staff has reached an agreement regarding the fees associated with the proposed professional services. There are two documents that need to be executed at this time. The included Master Agreement for Professional Services and Task Order 01 to the Master Agreement for the Hangar Development Plan and associated Land Surveying services. A later Task Order will be required for updating the DBE information and 5-year capital plan. The fees for the study will ultimately be reimbursed 90% by the FAA, under the FY 23 grant, once received.

RECOMMENDED ACTION

Staff recommends approval of the Master Agreement for Professional Services and Task Order 01.

**MASTER AGREEMENT BETWEEN
CITY OF BARTLESVILLE
AND
PARKHILL
FOR PROFESSIONAL SERVICES**

THIS IS A MASTER AGREEMENT effective as of November 7, 2022, (Effective Date) between City of Bartlesville (OWNER) and Parkhill (ENGINEER).

MASTER AGREEMENT TERM:

This Master Agreement shall apply to all Task Orders agreed to by Parties within the term of this Master Agreement until completion of the Task Order. If a conflict between terms and conditions of this Master Agreement and Task Order, terms of the Task Order shall take precedence for services provided pursuant to the Task Order. This Master Agreement will renew annually on the day and month of the Date of this Master Agreement, unless either party provides notice of intent not to renew this Master Agreement. Notices must be provided at least 60 days before renewal date. If either party elects not to renew this Master Agreement, terms of this Master Agreement shall remain applicable until all Task Orders under this Master Agreement are completed or terminated.

TASK ORDERS:

Owner is not required to issue any Task Order under this Master Agreement. Engineer may decline to accept any Task Order issued by Owner. Engineer shall perform services set forth in each agreed-upon Task Order as indicated by included exhibits, or such other document as Owner and Engineer may mutually agree upon. Each Task Order shall state name, location, and detailed description of Project, describe Engineer Services, state Engineer compensation, and list attachments and exhibits incorporated by reference.

OWNER'S Project, of which ENGINEER'S services under this Master Agreement are a part, is generally identified as multiyear airport planning and engineering services for airfield lighting and signs, new airfield paving, runway extensions, NAVAID installation, pavement rehabilitation/reconstruction, hangars, terminal building, perimeter fencing and gates, drainage improvements, road improvements, land acquisition, fuel systems and any other improvements deemed necessary by the Owner, for Bartlesville Municipal Airport (Project).

ENGINEER'S services under this Master Agreement are generally identified as preparation of engineering Plans and Specifications, Grant Administration, environmental documents, preliminary studies, DBE program and goals, capital improvement plans, topographic, property, and obstruction surveys, preliminary geotechnical and construction materials testing, construction observation, and preparation of Airport Layout Plan.

OWNER and ENGINEER further agree as follows:

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I - SERVICES OF ENGINEER.....	3
1.01 Scope	3
ARTICLE 2 - OWNER RESPONSIBILITIES	3
2.01 General	3
ARTICLE 3 - SCHEDULE FOR RENDERING SERVICES	5
3.01 Commencement.....	5
3.02 Time for Completion	5
3.03 Suspension	5
ARTICLE 4 - PAYMENTS TO ENGINEER	5
4.01 Methods of Payment for Services and Additional Expenses of ENGINEER	5
4.02 Other Provisions Concerning Payments	5
ARTICLE 5 - OPINIONS OF COST	6
5.01 Opinions of Probable Construction Cost	6
ARTICLE 6 - GENERAL CONSIDERATIONS	6
6.01 Standards of Performance	6
6.02 Authorized Project Representatives	7
6.03 Design without Construction Phase Services	7
6.04 Use of Documents	8
6.05 Insurance	8
6.06 Termination	9
6.07 Controlling Law	9
6.08 Successors, Assigns, and Beneficiaries	9
6.09 Dispute Resolution	9
6.10 Hazardous Environmental Condition	9
6.11 Allocation of Risks	10
6.12 Third-Party Beneficiaries.....	10
6.13 Miscellaneous Provisions.....	10
ARTICLE 7 - DEFINITIONS	11
7.01 Defined Terms	11
ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS	14
8.01 Exhibits Included	14
8.02 Total Master Agreement	15

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. Services set forth in Exhibits A and B of this Master Agreement is sample language only and represents potential range of services offered within the Master Agreement. Engineer and Owner will enter a Task Order for each specific project requested by Owner in which Exhibits A and B will be included to define exact scope of that Task Order.

B. Services set forth in Exhibit C of this Master Agreement is sample language only and represents potential range of services offered within the Master Agreement. If authorized by OWNER as part of a Task Order, ENGINEER shall furnish Resident Project Representative(s) with duties, responsibilities, and limitations of authority as set forth in Exhibit C included within the Task Order.

ARTICLE 2 – OWNER RESPONSIBILITIES

2.01 General

A. OWNER shall have the responsibilities set forth herein.

B. Provide ENGINEER with all criteria and full information as to OWNER's requirements for the Project, including, design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any, budgetary limitations.

C. Furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.

D. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

E. Following ENGINEER's assessment of initially available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Utility and topographic mapping and surveys.
4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
5. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
7. Data or consultations as required for the Project but not otherwise identified in the Master Agreement or the Task Order exhibits thereto.

F. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

G. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property, as required for ENGINEER to perform services under the Master Agreement and associated Task Orders.

H. Provide, as required for Project:

1. Accounting, bond and financial advisory, independent cost estimating, independent fee estimating, and insurance counseling services.
2. Legal services regarding issues pertaining to the Project as OWNER requires, Contractor raises, or ENGINEER reasonably requests.
3. Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid.

I. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Construction Contract Documents, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the Work with appropriate professional interpretation thereof unless authorized as Additional Services under Exhibit A - Part 2.

J. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may, be necessary for completion of each phase of the Project.

K. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services regarding the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

L. If OWNER designates a construction manager or an individual or entity other than, or in addition to, ENGINEER to represent OWNER at the Site, define the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of ENGINEER.

M. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as OWNER deems appropriate with respect to such examination) and render in writing timely, decisions pertaining thereto.

N. Place and pay for advertisement for Bids in appropriate publications.

O. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and final payment.

P. Authorize ENGINEER to provide Additional Services as set forth in Exhibit A - Part 2 of Task Order as required.

Q. Make decisions and carry out OWNER'S responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of the ENGINEER.

ARTICLE 3 - SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. ENGINEER is authorized to begin rendering services as of the Effective Date of each Task Order.

3.02 Time for Completion

A. ENGINEER's services and compensation under this Master Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services will be defined as part of each Task Order, ENGINEER's obligation to render services in each Task Order will be for a period which may reasonably be required for the completion of said services.

B. If in each Task Order specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment.

C. If OWNER authorizes changes in the scope, extent, or character of the Project or ENGINEER's services, then the time for completion of ENGINEER's services, and the rates and amounts of ENGINEER's compensation, shall be adjusted equitably.

3.03 Suspension

A. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Master Agreement or applicable Task Order to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under the Task Order has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Basic Services and Additional Services of ENGINEER

A. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services performed or furnished under Exhibit A - Part 1, as set forth in Exhibit B of each Task Order.

B. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services performed or furnished under Exhibit A - Part 2, as set forth in Exhibit B of each Task Order.

4.02 Other Provisions Concerning Payments

A. *Preparation and Submittal of Invoices.* ENGINEER will prepare invoices in accordance with ENGINEER standard invoicing practices and will submit to OWNER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit B of each Task Order.

B. *Payment of Invoices.* ENGINEER shall submit an invoice monthly for work completed as of the date of invoice or application. All payments made by OWNER are subject to procedures established for OWNER to

authorize payment at its regularly scheduled meetings. Payment for all invoices submitted may be subject to requirements of Oklahoma Prompt Payment Statutes Title 61, §§221-227.

C. *Disputed Invoices*: If OWNER disputes an invoice, either as to the amount or entitlement, then OWNER shall promptly advise ENGINEER in writing of the specific basis for doing so, may withhold that portion so disputed, and must pay the undisputed portion.

D. *Records of ENGINEER Costs*. Records of ENGINEER costs pertinent to ENGINEER compensation under this Master Agreement and associated Task Orders shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER charges and upon OWNER's timely request, copies of such records will be made available to OWNER.

E. *Legislative Actions*. In the event of legislative actions after the Effective Date of the Master Agreement by any level of government that impose taxes, fees, or costs on ENGINEER services or other compensation under this MASTER AGREEMENT and subsequent Task Orders then Engineer may invoice for reimbursement by OWNER as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made based on ENGINEER experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, because ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. *Standard of Care*. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Master Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Master Agreement or otherwise, in connection with any services performed or furnished by ENGINEER.

B. *Technical Accuracy*. OWNER shall not be responsible for discovering deficiencies in the technical accuracy of ENGINEER services. ENGINEER shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in OWNER-furnished information.

C. *Consultants*. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Master Agreement and any associated Task Order applies. ENGINEER shall serve as OWNER's prime professional for the Project. ENGINEER may employ such ENGINEER

Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER Consultant unacceptable to ENGINEER.

D. *Compliance with Laws and Regulations.* ENGINEER and OWNER shall comply with applicable Laws or Regulations and OWNER-mandated standards. This Master Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Master Agreement may be the basis for modifications to OWNER responsibilities or to ENGINEER scope of services, times of performance, or compensation.

E. *Reliance on Others.* OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Master Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Master Agreement.

F. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in ENGINEER having to certify, guarantee or warrant the existence of conditions whose existence ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with ENGINEER in any way contingent upon ENGINEER signing any such certification.

G. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

H. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

I. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor, or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of ENGINEER.

J. General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee, C-700 (2013 Edition) unless both parties mutually agree to use other General Conditions.

6.02 Authorized Project Representatives

A. ENGINEER and OWNER shall designate specific individuals to act as ENGINEER and OWNER representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Master Agreement and associated Task Orders. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

A. Should OWNER provide Construction Phase services with either OWNER representatives or a third party, ENGINEER's Basic Services under this Master Agreement and associated Task Orders will be completed upon completion of the Final Design Phase, Bidding, or Negotiating Phase as outlined in Exhibit A - Part 1 of the associated Task Order.

B. It is understood and agreed if ENGINEER's Basic Services under this Master Agreement and associated Task Order do not include Construction Phase services, and that such services will be provided by OWNER, then OWNER assumes all responsibility for the application and interpretation of the construction Contract Documents and waives all claims against ENGINEER that may be in any way connected to Construction Phase administration, engineering or professional services except for those services that are expressly required of ENGINEER in Exhibit A of the Task Order.

6.04 Use of Documents

A. All Documents are instruments of service and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of ENGINEER) whether Project is completed.

B. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER Consultants.

C. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

D. Copies of OWNER-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by OWNER to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

E. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

F. If a discrepancy between the electronic files and hard copies, hard copies govern.

G. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.

H. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

6.05 Insurance

A. ENGINEER shall procure and maintain the following insurance: Worker's Compensation, General Liability and Professional Liability.

B. At OWNER request, ENGINEER shall deliver certificates of insurance evidencing the coverage. Such certificates shall be furnished prior to commencement of ENGINEER services and at renewals thereafter during the life of this Master Agreement and each Task Order.

C. OWNER shall require Contractor to purchase and maintain Workers' Compensation, General Liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

6.06 Termination

- A. The obligation to provide further services under this Master Agreement may be terminated:
1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with terms hereof through no fault of the terminating party.
 2. For convenience, by OWNER effective upon the receipt of notice by ENGINEER.

B. *Payments Upon Termination.* In the event of any termination, ENGINEER will be entitled to invoice OWNER and will be paid in accordance with Exhibit B of any Task Order for all services performed or furnished and all expenses incurred through the effective date of termination.

6.07 Controlling Law

A. This Master Agreement and all associated Task Orders are to be governed by the law of the state in which the Project is located.

6.08 Successors, Assigns, and Beneficiaries

A. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Master Agreement and any associated Task Order without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law.

6.09 Dispute Resolution

A. OWNER and ENGINEER agree to negotiate all disputes between them in good faith for a minimum of 30 days from the date of notice. Should such negotiations fail, OWNER and ENGINEER agree that any dispute between them arising out of or relating to this Master Agreement and any associated Task Order shall be submitted to nonbinding mediation prior to exercising any other rights under law, unless the parties mutually agree otherwise.

6.10 Hazardous Environmental Condition

A. OWNER represents to ENGINEER that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. OWNER has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity, and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have obligation to notify OWNER and, to extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. If ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

6.11 Allocation of Risks

A. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Master Agreement and all associated Task Orders.

B. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and OWNER's consultants with respect to this Master Agreement and all associated Task Orders.

C. To the fullest extent permitted by law, ENGINEER's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals.

6.12 Third-Party Beneficiaries

A. Nothing contained in this Master Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER services under this Master Agreement and future Task Orders are being performed solely for OWNER'S benefit, and no other party or entity shall have any claim against ENGINEER because of this Master Agreement and future Task Orders or the performance or nonperformance of services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

6.13 Miscellaneous Provisions

A. *Notices.* Any notice required under this Master Agreement and associated Task Orders will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival.* All express representations included in this Master Agreement will survive its completion or termination for any reason.

C. *Severability.* Any provision or part of the Master Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree the Master Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver.* Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Master Agreement.

E. *Headings.* Headings used in this Master Agreement are for general reference only and do not have special significance.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Where used in this Master Agreement (including Exhibits hereto) and printed with initial or all capital letters, terms listed herein have meanings indicated, applicable to both singular and plural thereof:

1. *Addenda*: Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change Bidding Documents.
2. *Additional Services*: Services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A - Part 2 of this Master Agreement.
3. *Master Agreement*: "Standard Form of Master Agreement between OWNER and ENGINEER for Professional Services," including those Exhibits listed in Article 8 hereof.
4. *Application for Payment*: Form acceptable to ENGINEER which is to be used by Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
5. *Asbestos*: Any material that contains more than 1 percent of asbestos and friable or releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
6. *Basic Services*: Services performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A - Part 1, of this Master Agreement.
7. *Bid*: Offer or proposal of bidder submitted on the prescribed form setting forth the prices for Work to be performed.
8. *Bidding Documents*: Advertisement or Invitation to Bid, Instructions to Bidders, Bid Form and attachments, Bid Bond, if any, proposed Contract Documents, and all Addenda, if any.
9. *Change Order*: Document recommended by ENGINEER, signed by Contractor and OWNER to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Construction Master Agreement.
10. *Construction Agreement*: Written instrument, evidence of the Master Agreement, contained in Contract Documents, between OWNER and Contractor concerning Work.
11. *Construction Contract*: Entire and integrated written Master Agreement between OWNER and Contractor concerning Work.
12. *Construction Cost*: Cost to OWNER of those portions of entire Project designed or specified by ENGINEER. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER. Construction Cost is one of the items comprising Total Project Costs.
13. *Contract Documents*: Documents establishing rights and obligations of parties engaged in construction and include Construction Agreement between OWNER and Contractor, Addenda (which pertain to Contract Documents), Contractor's Bid (including documentation accompanying Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendment, Change Orders, Work Change Directives, Field Orders, and ENGINEER written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.
14. *Contract Price*: Money payable by OWNER to Contractor for completion of Work in accordance with Contract Documents and as stated in Construction Agreement.
15. *Construction Contract Times*: Numbers of days or dates stated in Construction Agreement to:
 - a. achieve Substantial Completion, and
 - b. complete the Work so it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

16. *Contractor*: Individual or entity with whom OWNER enters a Construction Agreement.
17. *Correction Period*: Time after Substantial Completion during which Contractor must correct, at no cost to OWNER, any Defective Work, normally one year after the date of Substantial Completion or such longer time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.
18. *Defective*: Adjective which, when modifying the word "Work," refers to unsatisfactory, faulty, or deficient Work in that it does not conform to Contract Documents nor meet requirements of any inspection, reference standard, test, or approval referred to in Contract Documents, or has been damaged prior to ENGINEER recommendation of final payment.
19. *Direct Expenses*: Expenses incurred directly by ENGINEER in connection with performing Basic Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit B, to include but not limited to fax, reproduction, travel, phone, meals and lodging, CAD charges, field supplies, models, renderings, photos, and postage.
20. *Documents*: Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by ENGINEER to OWNER pursuant to this Master Agreement.
21. *Drawings*: That part of Contract Documents prepared or approved by ENGINEER which graphically shows scope, extent, and character of Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
22. *Effective Date of Construction Agreement*: Date indicated in Construction Agreement on which it becomes effective, but if no such date is indicated, it means date on which Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.
23. *Effective Date of Master Agreement*: Date indicated in this Master Agreement on which it becomes effective, but if no such date is indicated, it means date on which Master Agreement is signed and delivered by the last of the two parties to sign and deliver.
24. *Engineer's Consultants*: Individuals or entities having a contract with ENGINEER to furnish services with respect to this Project as ENGINEER's independent professional associates, consultants, subcontractors, or vendors. "ENGINEER" includes ENGINEER's Consultants.
25. *Field Order*: Written order issued by ENGINEER which directs minor changes in the Work, but which does not involve a change in the Contract Price or the Contract Times.
26. *General Conditions*: That part of Contract Documents which sets forth terms, conditions, and procedures governing Work to be performed or furnished by Contractor with respect to Project.
27. *Hazardous Environmental Condition*: Presence at Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with Work.
28. *Hazardous Waste*: Hazardous Waste shall be defused provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
29. *Laws and Regulations; Laws or Regulations*: All applicable laws, rules, regulations, ordinances, codes, standards, and orders of all governmental bodies, agencies, authorities, and courts having jurisdiction.
30. *PCBs*: Polychlorinated biphenyls.
31. *Petroleum*: Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees F and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Radioactive Materials*: Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
33. *Record Drawings*: Drawings as issued for construction on which ENGINEER, upon completion of Work, has shown changes due to Addenda or Change Orders and other information which ENGINEER considers significant based on record documents furnished by Contractor to ENGINEER, and were annotated by Contractor to show changes made during construction.
34. *Reimbursable Expenses*: Expenses incurred directly by ENGINEER in connection with performing Additional Services for Project for which OWNER shall pay ENGINEER as indicated in Exhibit B, to include but not limited to fax, reproduction, travel, phone, meals and lodging, CAD charges, field supplies, models, renderings, photos, and postage.

35. *Resident Project Representative (RPR)*: Authorized representative of ENGINEER, if any, assigned to assist ENGINEER at the Site during Construction Phase. RPR will be ENGINEER agent or employee and under ENGINEER supervision. As used herein, "Resident Project Representative" or "RPR" includes any assistants of RPR agreed to by OWNER. Duties and responsibilities of RPR are as set forth in Exhibit C.
36. *Samples*: Physical examples of materials, equipment, or workmanship representative of some portion of Work and establish standards by which such portion of Work will be judged.
37. *Shop Drawings*: All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to ENGINEER to illustrate some portion of Work.
38. *Site*: Lands or areas indicated in Contract Documents as being furnished by OWNER upon which Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by OWNER designated for use of Contractor.
39. *Specifications*: That part of Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to Work and certain administrative details applicable thereto.
40. *Substantial Completion*: Time at which Work (or a specified part thereof) has progressed to the point where, in ENGINEER opinion, Work (or a specified part thereof) can be utilized for purposes intended. "Substantially complete" and "substantially completed" as applied to all or part of Work refer to Substantial Completion thereof.
41. *Supplementary Conditions*: That part of Contract Documents which amends or supplements General Conditions.
42. *Work*: Entire completed construction or the various separately identifiable parts thereof required to be provided under Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by Contract Documents.
43. *Work Change Directive*: Written directive to Contractor issued on or after Effective Date of the Construction Agreement and signed by OWNER upon recommendation of ENGINEER, ordering an addition, deletion, or revision in Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change Contract Price or the Contract Times but is evidence parties expect change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on Contract Price or Contract Times.
44. *Written Amendment*: Written amendment of Contract Documents signed by OWNER and Contractor on or after Effective Date of the Construction Agreement and normally dealing with nonengineering or nontechnical rather than strictly construction-related aspects of Contract Documents.

ARTICLE 8-EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

- A. Exhibit A, "ENGINEER Services," consisting of 8 pages.
- B. Exhibit B, "Payments to Engineer," consisting of 2 pages.
- C. Exhibit C, "Duties, Responsibilities, and Limitations of Authority of Resident Project Representative," consisting of 3 pages.
- D. Exhibit D, "Notice of Acceptability of Work," consisting of 2 pages.
- E. Sample Task Order consisting of 1 pages.

8.02 Total Master Agreement

A. This Master Agreement (consisting of pages 1 to 31 inclusive, together with Exhibits identified) constitutes entire Master Agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Master Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Master Agreement in duplicate, Effective Date of which is indicated on page 1.

OWNER:

By: Dale Copeland _____

Title: Mayor _____

Date Signed: _____

Address for giving notices:

401 South Johnstone Avenue _____

Bartlesville, Oklahoma 74003 _____

ENGINEER:

Parkhill

_____ 

By: Mark D. Haberer, PE _____

Title: Principal _____

Date Signed: 11/03/2022 _____

Address for giving notices:

4222 85th Street _____

Lubbock Texas 79423 _____

IN DUPLICATE

EXHIBIT A ENGINEER'S SERVICES

Article 1 of the Master Agreement is amended and supplemented to include the following sample agreement of the parties. ENGINEER shall provide Basic and authorized Additional Services as set forth in Exhibit A of each Task Order to the Master Agreement.

PART 1 -- BASIC SERVICES

A I.01 *Study and Report Phase*

A. ENGINEER shall:

1. Consult with OWNER to define and clarify OWNER requirements for Project and available data.
2. Advise OWNER as to necessity of OWNER's providing data or services not part of ENGINEER's Basic Services and assist OWNER in obtaining such data and services.
3. Establish scope and advise OWNER of any special investigations, field surveys, or soil and foundation investigations which, in ENGINEER opinion, may be required for proper execution of the Study and Report Phase; and arrange with OWNER for conduct of such investigations and tests. Performance of these investigations and tests is not a part of ENGINEER Basic Services, and compensation therefor is not included in Basic Fee. Investigations and tests may be performed by ENGINEER by agreement with OWNER, in which case compensation shall be determined by applicable portions of Exhibit B.
4. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve portions of Project designed or specified by ENGINEER, including but not limited to mitigating measures identified in environmental assessment.
5. Identify and evaluate alternate solutions available to OWNER and, after consultation with OWNER, recommend to OWNER those solutions which in ENGINEER's judgment, meet OWNER requirements for Project.
6. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate agreed-to requirements, considerations involved, and ENGINEER-recommended solution(s). This Report will be accompanied by ENGINEER's opinion of Total Project Costs for each recommended solution with each component separately itemized, including opinion of probable Construction Cost, allowances for contingencies and for estimated total costs of design, professional, related services provided by ENGINEER, and other information furnished by OWNER.
7. Furnish five review copies of Report to and review with OWNER.
8. Revise Report in response to OWNER's and other parties' comments, as appropriate, and furnish 10 final copies of revised Report to OWNER.

B. ENGINEER's services under Study and Report Phase will be considered complete on the date when final copies of revised Report have been delivered to OWNER.

A 1.02 *Preliminary Design Phase*

A. After acceptance by OWNER of Report, selection by OWNER of a recommended solution, and indication of any specific modifications or changes in scope, extent, character, or design requirements of Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall:

1. Based on noted acceptance, selection, and authorization, prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of Project.

2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners. Performance of field surveys is not a part of ENGINEER's basic services, and compensation therefore is not included in the Basic Fee. Surveys may be performed by ENGINEER, by agreement with OWNER, in which case compensation shall be determined by applicable portions of Exhibit B.

3. Establish scope and advise OWNER of any additional soils or foundation investigations which, in ENGINEER opinion, may be required for proper execution of Project; and arrange with OWNER for conduct of such investigations and tests. Performance of these investigations and tests is not part of the ENGINEER's Basic Services, and compensation therefor is not included in Basic Fee. Investigations and tests may be performed by ENGINEER, by agreement with OWNER, in which case compensation shall be determined by applicable portions of Exhibit B.

4. Advise OWNER if additional reports, data, information, or services are necessary and assist OWNER in obtaining such reports, data, information, or services.

5. Based on information contained in Preliminary Design Phase documents, submit a revised opinion of probable Construction Cost.

6. Furnish five review copies of Preliminary Design Phase documents to and review with OWNER.

B. ENGINEER's services under Preliminary Design Phase will be considered complete on the date when copies of Preliminary Design Phase documents have been delivered to OWNER.

A 1.03 *Final Design Phase*

A. After acceptance by OWNER of Preliminary Design Phase documents and revised opinion of probable Construction Cost as determined in Preliminary Design Phase, but subject to any OWNER-directed modifications or changes in the scope, extent, character, or design requirements of or for Project, and upon written authorization from OWNER, ENGINEER shall:

1. Based on noted acceptance, direction, and authorization, prepare final Drawings and Specifications indicating scope, extent, and character of Work to be performed and furnished by Contractor. Specifications will be prepared, where appropriate, in general conformance with most recent Industry-standard format of Construction Specifications Institute or in general conformance with standard specifications provided by funding agency.

2. Provide technical criteria, written descriptions, and design data for OWNER use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve final design of Project and assist OWNER in consultations with appropriate authorities.

3. Advise OWNER of any adjustments to opinion of probable Construction Cost.

4. Prepare and furnish five sets of Bidding Documents and a revised opinion of probable Construction Cost for review and approval by OWNER, its legal counsel and other advisors as appropriate, and assist OWNER in preparation of other related documents.

B. Number of prime contracts for Work designed or specified by ENGINEER upon which ENGINEER compensation has been established under this Master Agreement is one.

C. ENGINEER services under Final Design Phase will be considered complete on the date when final Bidding Documents are delivered to OWNER.

A I.04 *Bidding or Negotiating Phase*

A. After acceptance by OWNER of Bidding Documents and most recent opinion of probable Construction Cost as determined in Final Design Phase, and upon written authorization by OWNER to proceed, ENGINEER shall:

1. Furnish number of copies of Bidding Documents as required by prospective bidders and furnishers of material and equipment. All sets of Bidding Documents are to be paid for separately under Exhibit B as an Additional Service.

2. Assist OWNER in advertising for and obtaining bids or negotiating proposals for Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents are issued, attend prebid conferences, if any, and receive and process Contractor deposits or charges for Bidding Documents.

3. Prepare and issue Addenda as appropriate to clarify, correct, or change Bidding Documents.

4. Consult with OWNER as to qualifications of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of Work as to which such acceptability is required by Bidding Documents.

5. Attend bid opening, prepare bid tabulation sheets, and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for Work.

B. Bidding or Negotiating Phase will be considered complete upon commencement of Construction Phase or upon cessation of negotiations with prospective Contractors.

A I.05 *Construction Phase*

A. Upon successful completion of Bidding and Negotiating Phase, and upon written authorization from OWNER, ENGINEER shall:

1. *General Administration of Construction Contract.* Consult with OWNER and act as OWNER's representative as provided in Construction Contract General Conditions.

2. *Resident Project Representative (RPR).* Provide RPR services at Site to assist ENGINEER and provide more extensive observation of Contractor's work. RPR duties, responsibilities, and authority are as set forth in Exhibit C. Furnishing such RPR services will not extend ENGINEER responsibilities or authority beyond specific limits set forth elsewhere in this Master Agreement or associated Task Orders. RPR performance is not included in ENGINEER's basic fee and may be performed by ENGINEER, by agreement with OWNER, in which case compensation shall be determined by applicable portions of Exhibit B.

3. *Selecting Independent Testing Laboratory.* Assist OWNER in the selection of an independent testing laboratory. Performance of these investigations and tests is not included in ENGINEER's basic fee and may be performed by ENGINEER, by agreement with OWNER, in which case compensation shall be determined by applicable portions of Exhibit B.

4. *Preconstruction Conference.* Conduct a Preconstruction Conference prior to commencement of Work at the Site.

5. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work which in ENGINEER's judgment are necessary to enable Contractor to proceed. Performance of field surveys is not included in ENGINEER's basic fee and may be performed by ENGINEER, by agreement with OWNER, in which case compensation shall be determined by applicable portions of Exhibit B.

6. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's work in progress while in progress:

- a. Make visits to Site at intervals appropriate to various stages of construction, as ENGINEER deems necessary, to observe as an experienced and qualified design professional the progress and quality of Work. Such visits and observations by ENGINEER, and RPR, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Master Agreement, associated Task Orders and Contract Documents, but rather to be limited to spot checking, selective sampling, and similar methods of general observation of Work based on ENGINEER's exercise of professional judgment as assisted by RPR, if any. Based on information obtained during such visits and such observations, ENGINEER will determine in general if Contractor's work is proceeding in accordance with Contract Documents, and ENGINEER shall keep OWNER informed of Work progress.
- b. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform work in accordance with Contract Documents.

7. *Defective Work.* Recommend to OWNER that Contractor's work be disapproved and rejected while in progress if, based on such observations, ENGINEER believes such work will not produce a completed Project that conforms generally to Contract Documents or that it will prejudice integrity of design concept of completed Project as a functioning whole as indicated in Contract Documents.

8. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of Contract Documents as appropriate to orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with intent of and reasonably inferable from Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from Contract Document requirements.

9. *Change orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to OWNER, as appropriate, and prepare Change Orders and Work Change Directives as required.

10. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in Contract Documents and compatibility with the design concept of completed Project as a functioning whole as indicated in Contract Documents. Such reviews and

approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety, precautions, and programs incident thereto.

11. *Substitutes and "or-equal."* Evaluate and determine acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

12. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents.

13. *Disagreements between OWNER and Contractor.* Render formal written decisions on all claims of OWNER and Contractor relating to the acceptability of Contractor's work or interpretation of Contract Document requirements pertaining to execution and progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

14. *Applications for Payment.* Based on ENGINEER observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine amounts ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents).

15. *Contractor's Completion Documents.*

- a. Receive, review, and transmit to OWNER maintenance and operating instructions, schedules, and guarantees.
- b. Receive and transmit to OWNER bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples, annotated record drawings, and other data which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.

16. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with OWNER and Contractor, visit the Site to review the Work and determine the status of completion. If after considering any objections of OWNER, ENGINEER considers the Work Substantially Complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

17. *Final Notice of Acceptability of the Work.* Conduct a final visit to the project to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice in the form attached hereto as Exhibit D ("Notice of Acceptability of Work") Work is acceptable to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Master Agreement and associated Task Orders.

B. *Duration of Construction Phase.* Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to Contractors. If Project involves more than one prime contract, Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after original date for completion and readiness for final payment of Contractor as set forth in Contract Documents.

C. *Limitation of Responsibilities.* ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A 1.06 *Grant Administration Phase*

A. Upon identification of all grant-eligible project costs, and upon written authorization from OWNER, ENGINEER shall:

1. *FAA Grant Administration.* Prepare the following, in support of the grant from the Federal Aviation Administration:
 - a. Application for Federal Assistance (Grant Application)
 - b. Invoice Summary and Request for Reimbursement (prepared monthly while the grant is active and there are reimbursable invoices for that month)
 - c. SF-425 Federal Financial Report
 - d. SF-271 Outlay Report and Request for Reimbursement
 - e. Distribution of AIP Grant Costs
 - f. Grant Close-Out Packet

PART 2 -- ADDITIONAL SERVICES

A 2.01 *Additional Services Requiring OWNER's Authorization in Advance*

A. If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of types listed herein. These services will be paid for by OWNER as indicated in Article 4 of Master Agreement.

1. Providing design/construction surveys and staking to enable ENGINEER to perform services and Contractor to perform work, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
2. Services of RPR and other field personnel, as required, for on-site observation of construction and for construction layout surveys.
3. Soil and foundation investigations including field and laboratory tests, borings, related engineering analysis, and recommendations.
4. Preparing and furnishing to OWNER Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.
5. Post-Construction Phase:
 - a. Providing assistance in connection with testing and adjusting of Project equipment or systems;
 - b. Assisting OWNER in training OWNER's staff to operate and maintain Project, equipment, and systems;
 - c. Assisting OWNER in developing procedures for control of operation and maintenance of, and

- record keeping for Project equipment and systems;
 - d. Visiting Project with OWNER to observe any apparent defects in the Work, assist OWNER in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present;
 - e. In company with OWNER or OWNER's representative, provide an inspection of Project within one month before end of Correction Period to ascertain whether any portion of Work is subject to correction.
6. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with Project; preparation or review of environmental assessments and impact statements; review and evaluation of effects on design requirements for Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of Project.
7. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify accuracy of drawings or other information furnished by OWNER.
8. Services resulting from significant changes in the scope, extent, or character of portions of Project designed or specified by ENGINEER or design requirements including but not limited to changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to Effective Date of this Master Agreement or are due to any other causes beyond ENGINEER's control.
9. Services required because of OWNER providing incomplete or incorrect Project information.
10. Providing renderings or models for OWNER's use.
11. Undertaking investigations and studies including but not limited to:
- a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals;
 - c. assistance in obtaining financing for Project;
 - d. evaluating processes available for licensing, and assisting OWNER in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed by OWNER.
12. Furnishing services of ENGINEER's Consultants for other than Basic Services.
13. Services during out-of-town travel required of ENGINEER other than for visits to Site or OWNER's office.
14. Preparing for, coordinating with, participating in, and responding to structured independent review processes, including but not limited to construction management, cost estimating, project peer review, value engineering, and constructability review requested by OWNER, as well as performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents because of such review processes.
15. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by OWNER for Work or a portion thereof.
16. Determining acceptability of substitute materials and equipment proposed during Bidding or Negotiating Phase when substitution prior to award of contracts is allowed by Bidding Documents.

17. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
18. Providing Construction Phase services beyond Contract Times set forth in Exhibit B.
19. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
20. Preparation of operation and maintenance manuals.
21. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.
22. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER.
23. Services in connection with Work Change Directives and Change Orders to reflect changes requested by OWNER to make compensation commensurate with extent of Additional Services rendered.
24. Services in making revisions to Drawings and Specifications occasioned by acceptance of substitute materials or equipment other than "or-equal" items and after award of Construction Agreement in evaluating and determining acceptability of a substitution found inappropriate for Project or an excessive number of substitutions.
25. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
26. Additional or extended services during construction made necessary by
 - a. emergencies or acts of God endangering the Work,
 - b. an occurrence of a Hazardous Environmental Condition,
 - c. Work damaged by fire or other cause during construction,
 - d. a significant amount of defective, neglected, or delayed work by Contractor,
 - e. acceleration of progress schedule involving services beyond normal working hours, or
 - f. default by Contractor.
27. Services in connection with any partial utilization of any part of Work by OWNER prior to Substantial Completion.
28. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with Work.
29. Other services performed or furnished by ENGINEER not otherwise provided for in this Master Agreement.
30. Reimbursable expenses associated with providing additional services.

**EXHIBIT B
PAYMENTS TO ENGINEER
LUMP SUM METHOD**

Article 4 of the Master Agreement is amended and supplemented to include the sample agreement of the parties stating Engineer shall provide Basic and authorized Additional services as set forth in Exhibit B of each Task Order to the Master Agreement.

ARTICLE 4 -- PAYMENTS TO THE ENGINEER

B 4.01 Compensation for Basic Services - Lump Sum Method of Payment

A. OWNER shall pay ENGINEER for Basic Services set forth in Exhibit A-Part 1, as follows:

1. A Lump Sum amount of \$_____ based on the following distribution of compensation:
 - a. Study and Report Phase \$ _____
 - b. Preliminary Design Phase \$ _____
 - c. Final Design Phase \$ _____
 - d. Bidding and Negotiating Phase \$ _____
 - e. Construction Phase \$ _____
 - f. Grant Administration Phase \$ _____

2. The Lump Sum includes compensation for ENGINEER's services and services of ENGINEER's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Direct Expenses.

3. The portion of the Lump Sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

4. The Lump Sum is conditioned on Construction Contract Times to complete the Work not exceeding _____* months. Should the Construction Contract Times to complete the Work be extended beyond this period, the total compensation to ENGINEER shall be appropriately adjusted.

*To be negotiated if required.

B 4.02 Compensation for Authorized Additional Services --Standard Hourly Rates Method of Payment.

A. OWNER shall pay ENGINEER for authorized Additional Services set forth in Exhibit A - Part 2 as follows:

1. For labor on an hourly rate basis in accordance with Appendix 1.
2. For reimbursable expenses, based on cost times a factor of 1.2.

B. The hourly rate schedule will be adjusted each January 1st to reflect cost of living adjustments.

APPENDIX 1

Print Current Hourly Rate Schedule.

SAMPLE

EXHIBIT C
RESIDENT PROJECT REPRESENTATIVE (RPR)
DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY

Paragraph 1.01C of the Master Agreement is amended and supplemented to include the sample agreement of the parties stating Engineer shall provide Basic and authorized Additional services as set forth in Exhibit C of each Task Order to the Master Agreement.

C6.02 Resident Project Representative (RPR)

A. ENGINEER shall furnish a Resident Project Representative (RPR), assistants, and other field staff to assist ENGINEER in observing progress and quality of Work. RPR, assistants, and other field staff under this Exhibit C may provide full time representation or may provide representation to a lesser degree.

B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in Work; however, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's Work nor shall ENGINEER have authority over or responsibility for means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform Work in accordance with Contract Documents.

C. RPR duties and responsibilities are limited to those of ENGINEER in Master Agreement and associated Task Order with OWNER and in Contract Documents, further limited and described as:

1. *General:* RPR is ENGINEER's agent at the Site, will act as directed by and under ENGINEER supervision, and will confer with ENGINEER regarding RPR actions. RPR dealings in matters pertaining to Contractor's work in progress shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR dealings with subcontractors shall only be through or with full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with knowledge of and under direction of ENGINEER.

2. *Schedules:* Review progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor, and consult with ENGINEER concerning acceptability.

3. *Conferences and Meetings:* Attend meetings with Contractor, (preconstruction conferences, progress meetings, job conferences and other project-related meetings), and prepare and circulate copies of minutes thereof.

4. *Liaison:*

- a. Serve as ENGINEER liaison with Contractor, working principally through Contractor's superintendent and assist in understanding intent of Contract Documents.
- b. Assist ENGINEER in serving as OWNER liaison with Contractor when Contractor operations affect OWNER's on-site operations.
- c. Assist in obtaining from OWNER additional details or information, when required for proper execution of Work.

5. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.

6. *Shop Drawings and Samples.*

- a. Record date of receipt of Samples and approved Shop Drawings.
- b. Receive Samples which are furnished at Site by Contractor and notify ENGINEER of availability of Samples for examination.
- c. Advise ENGINEER and Contractor of commencement of any portion of Work requiring a Shop Drawing or Sample submittal for which RPR believes submittal is not approved by ENGINEER.

7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.

8. *Review of Work and Rejection of Defective Work:*

- a. Conduct on-site observations of Contractor's work in progress to assist ENGINEER in determining if Work is in general proceeding in accordance with Contract Documents.
- b. Report to ENGINEER when RPR believes any part of Contractor's work in progress will not produce a completed Project that conforms generally to Contract Documents or will prejudice integrity of design concept of completed Project as a functioning whole as indicated in Contract Documents, has been damaged, or does not meet requirements of any inspection, test, or approval required to be made; and advise ENGINEER of that part of work in progress RPR believes should be corrected, rejected, uncovered for observation, or requires special testing, inspection, or approval.

9. *Inspections, Tests, and System Startups:*

- a. Consult with ENGINEER in advance of scheduled major inspections, tests, and systems startups of important phases of Work.
- b. Verify tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and Contractor maintains adequate records thereof.
- c. Observe, record, and report to ENGINEER appropriate details relative to test procedures and systems startups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over Project, record results of these inspections, and report to ENGINEER.

10. *Records:*

- a. Maintain at Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued after execution of Contract, ENGINEER's clarifications and interpretations of Contract Documents, progress reports, Shop Drawing, and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or logbook, recording Contractor hours on Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures: and send copies to ENGINEER.
- c. Record names, addresses, and phone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of Work, furnish original set of all RPR Project documentation to ENGINEER.

11. *Reports:*

- a. Furnish ENGINEER periodic reports as required of progress of Work and of Contractor's compliance with progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to ENGINEER, proposed Change Orders, Work Change Directives,

- and Field Orders. Obtain backup material from Contractor.
- c. Furnish ENGINEER and OWNER copies of all inspection, test, and system startup reports.
 - d. Report immediately to ENGINEER occurrence of any Site accidents, any Hazardous environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.

12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to schedule of values, Work completed, and materials and equipment delivered at Site but not incorporated in Work.

13. *Certificates, Operation and Maintenance Manuals:* During Work, verify materials and equipment certificates, operation and maintenance manuals and other data required by Specifications to be assembled and furnished by Contractor are applicable to items actually installed and in accordance with Contract Documents, and have these documents delivered to ENGINEER for review and forwarding to OWNER prior to payment for that part of Work.

14. *Completion:*

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over Work.
- c. Participate in a final inspection in company of ENGINEER, OWNER, and Contractor and prepare a final list of items to complete or correct.
- d. Observe whether all items on final list are complete or correct and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of ENGINEER's authority as set forth in Master Agreement or Contract Documents.
3. Undertake any responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of means, methods, techniques, sequences, or procedures of Contractor's work unless such advice or directions are specifically required by Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with activities or operations of OWNER or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize OWNER to occupy the Project in whole or in part.

EXHIBIT D

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

OWNER's Construction Contract Identification:

EFFECTIVE DATE OF THE CONSTRUCTION AGREEMENT:

CONSTRUCTION CONTRACT DATE:

ENGINEER:

To: OWNER

And To: CONTRACTOR

The undersigned hereby gives notice to the noted OWNER and CONTRACTOR that completed Work furnished and performed by CONTRACTOR under noted Contract is acceptable, expressly subject to provisions of related Contract Documents and terms and conditions set forth hereof.

By: _____

Title: _____

Dated: _____

_____, _____

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

Notice of Acceptability of Work ("Notice") on is expressly made subject to these terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. Said Notice is given with skill and care ordinarily used by members of Engineering profession practicing under similar conditions at the same time and in the same locality.
2. Said Notice reflects and is an expression of professional judgment of ENGINEER.
3. Said Notice is given as to the best of ENGINEER's knowledge, information, and belief as of date hereof.
4. Said Notice is based entirely on and expressly limited by the scope of services ENGINEER has been employed by OWNER to perform or furnish during construction of Project (including observation of CONTRACTOR work) under ENGINEER's Master Agreement and Task Order [] with OWNER and under Construction Contract referenced hereof, and applies only to facts within ENGINEER's knowledge or could reasonably have been ascertained by ENGINEER as a result of carrying out the responsibilities specifically assigned to ENGINEER under ENGINEER's Master Agreement and Task Order [] with OWNER and Construction Contract referenced hereof.
5. Said Notice is not a guarantee or warranty of CONTRACTOR performance under Construction Contract referenced hereof nor an assumption of responsibility for any failure of CONTRACTOR to furnish and perform Work thereunder in accordance with Contract Documents.



DATE XX/XX/XXXX

Mr. Dale Copeland, Mayor
City of Bartlesville
401 South Johnstone
Bartlesville Oklahoma 74003

Re: Task Order 01 to MASTER AGREEMENT for Professional Services, for **PROJECT AIP 3-40-XXXX-XXX-XXXX**

Dear Mr. Copeland:

As requested, we prepared Task Order 01 for Construction Phase and Resident Project Representative (RPR) services related to the PROJECT. Parkhill understands the Project scope to include:

1. Parkhill to provide Construction Administration Services as detailed herein and in Exhibit A (attached). Construction Administration services reflects 25 working days to final Project completion. Services are proposed on a lump sum basis.
 - a. Contractor Material Submittal Review
 - b. Construction Contract Preparation
 - c. Conduct Preconstruction Meeting
 - e. Review and Approval of Monthly Contractor Pay Request
 - f. Prepare Change Orders (if required)
 - h. Prepare Weekly Inspection Reports
 - i. Conduct Final Inspection and Prepare Punchlist
 - j. Recommend Final Project Acceptance
2. Parkhill to provide RPR services as detailed in Exhibit C, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative." RPR time reflects 25 working days to final Project completion and proposed on a lump sum basis.

Fee for Proposed Task Order No. 01 services is defined in Exhibit B attached and summarized as follows:

Task XXXX	Lump Sum Fee for XXXXXX	\$ X,XXX.XX
TOTAL TASK ORDER NO. XX		\$ X,XXX.XX

We propose to modify the City of Bartlesville and Parkhill agreement dated **DATE** and provide approved Task XX services under provisions of attached Exhibit B - Payments to the Engineer, Article B4.01 (Lump Sum Method). Any necessary additional services will be provided according to Exhibit B - Payments to the Engineer, Article B4.02. Compensation for Tasks XX services shall not exceed the total noted without Owner's written approval.

If these Task Order No. 01 terms are agreeable, please execute and return one copy to our office. We will take receipt of the signed letter as our Notice to Proceed with these services. We look forward to working with you on completing this Project. For anything further, please contact Toby Baker directly at tbaker@parkhill.com or 405.832.9903.

Sincerely,

PARKHILL

Accepted by:

CITY OF BARTLESVILLE

By _____
Mark D. Haberer, PE, CM
Principal

By _____
Dale Copeland
Mayor
Date _____

MDH/bc
Encl

November 7, 2022

Mr. Dale Copeland
City of Bartlesville
401 South Johnstone Ave
Bartlesville Oklahoma 74003

Re: Task Order 01 to MASTER AGREEMENT for Professional Services
AIP 3-40-0007-018-2023 Prepare Hangar Development Plan

Dear Mr. Copeland:

As requested, we prepared Task Order 01 for Hangar Development Plan and Surveying Services related to the referenced Project. Parkhill understands the Project scope to include:

1. In partnership with a qualified subconsultant, Parkhill to prepare Hangar Development Plan, as further detailed in Appendix 1 to Exhibit A.
2. Parkhill to provide Survey services as detailed in Appendix 2 to Exhibit A.

Fee for Proposed Task Order 01 services is further defined in Exhibit B attached, summarized as follows:

Task OAPS	Lump Sum Fee for Hangar Development Plan	\$ 98,250.00
Task SRVY	Lump Sum Fee for Surveying Services	\$ 12,500.00
TOTAL TASK ORDER 01		\$ 110,750.00


We propose to modify the Master Agreement between the City of Bartlesville and Parkhill dated November 7, 2022 and provide approved services under provisions of Exhibit B - Payments to the Engineer, Paragraph B4.01 (Lump Sum Method) attached. Any necessary additional services will be provided according to Exhibit B - Payments to the Engineer, Paragraph B4.02. Compensation for services shall not exceed the total noted without Owner's written approval.

If terms of this Task Order are agreeable, please execute and return one copy to our office. We will take receipt of this signed letter as our Notice to Proceed. We look forward to working with you in completing this Project. For anything further, please contact Toby Baker directly at tbaker@parkhill.com or 405.832.9903.

Sincerely,

PARKHILL

By


Mark D. Haberer, PE, CM
Principal

Accepted by:

CITY OF BARTLESVILLE

By

Dale Copeland
Mayor
Date

MDH/bc

Enclosures

A:\2022\40252.22\00_ADMIN\00_CONTR\01_FINAL\TO1\TaskOrder.01.doc

EXHIBIT A ENGINEER'S SERVICES

Article 1 of the Master Agreement is amended and supplemented to include the following sample agreement of the parties. ENGINEER shall provide Basic and authorized Additional Services as set forth in Exhibit A of each Task Order to the Master Agreement.

PART 1 -- BASIC SERVICES

A I.01 *Study and Report Phase*

A. ENGINEER shall:

1. Consult with OWNER to define and clarify OWNER requirements for Project and available data.
2. Advise OWNER as to necessity of OWNER's providing data or services not part of ENGINEER's Basic Services and assist OWNER in obtaining such data and services.
3. Establish scope and advise OWNER of any special investigations or soil and foundation investigations which, in ENGINEER opinion, may be required for proper execution of the Study and Report Phase; and arrange with OWNER for conduct of such investigations and tests. Performance of these investigations and tests is not a part of ENGINEER Basic Services, and compensation therefor is not included in Basic Fee. Investigations and tests may be performed by ENGINEER by agreement with OWNER, in which case compensation shall be determined by applicable portions of Exhibit B.
4. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
5. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve portions of Project designed or specified by ENGINEER, including but not limited to mitigating measures identified in environmental assessment.
6. Identify and evaluate alternate solutions available to OWNER and, after consultation with OWNER, recommend to OWNER those solutions which in ENGINEER's judgment, meet OWNER requirements for Project.
7. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate agreed-to requirements, considerations involved, and ENGINEER-recommended solution(s). This Report will be accompanied by ENGINEER's opinion of Total Project Costs for each recommended solution with each component separately itemized, including opinion of probable Construction Cost, allowances for contingencies and for estimated total costs of design, professional, related services provided by ENGINEER, and other information furnished by OWNER.
8. Furnish five review copies of Report to and review with OWNER.
9. Revise Report in response to OWNER's and other parties' comments, as appropriate, and furnish 10 final copies of revised Report to OWNER.

B. ENGINEER's services under Study and Report Phase will be considered complete on the date when final copies of revised Report have been delivered to OWNER.

A 1.02 *Preliminary Design Phase* (Not Applicable)

A 1.03 *Final Design Phase* (Not Applicable)

A 1.04 *Bidding or Negotiating Phase* (Not Applicable)

A 1.05 *Construction Phase* (Not Applicable)

A 1.06 *Grant Administration Phase* (Not Applicable)

PART 2 -- ADDITIONAL SERVICES (Not Applicable)

Scope of Services

Bartlesville Municipal Airport Taxiway/Hangar Development Plan

Introduction

The City of Bartlesville is seeking to prepare a Taxiway/Hangar Development Plan (Plan) for existing undeveloped Bartlesville Municipal Airport (BVO) property that is located east of the parallel taxiway and south of Will Rogers Drive and includes a portion of adjoining property to the south that is owned by the Bartlesville Development Authority (BDA). A project study area boundary, consisting of approximately 127 acres has been identified for evaluation. The Plan is intended to provide a reasonable and feasible schematic development concept that accommodates BVO's anticipated demand for general aviation aircraft storage facilities. The Plan will be tailored to meet the specific future development needs at BVO, but also adhere to Federal Aviation Administration (FAA) design standards. Ultimately, the Plan will illustrate the future layout of airport facilities needed to meet the long-term aviation demand and provide the basis for which the City can adequately plan and program for future capital expenditures.

The following Scope of Services describes the effort required to prepare the Taxiway/Hangar Development Plan. Mead & Hunt (Sub-Consultant) will work in close liaison with Parkhill (Consultant), City of Bartlesville (Sponsor), the Oklahoma Aeronautics Commission (OAC), and airport stakeholders to have the Plan accurately reflect the development needs of airport users while remaining flexible enough to be adapted to changing demand in the future.

The Consultant, Sub-Consultant, Sponsor, OAC, and the FAA have held discussions regarding the identification and recognition of a variety of relevant issues and conditions prior to and during the preparation of this Scope of Services. These issues and conditions have been reviewed and analyzed, with recommendations and resolutions being integrated into this Scope of Services. In accordance with FAA Order 5100-38D, Change 1, *Airport Improvement Program Handbook*, the Plan proposes to follow guidelines outlined as a "Triggering Event Narrative Report and Airport Layout Plan." The triggering event is the Sponsor's need to evaluate how best to potentially incorporate portions of the adjacent BDA property with existing BVO property into a long-range hangar development plan for future aircraft storage facilities at BVO. Since BVO's ALP has not been updated since 2007, except for minor revisions, a fresh re-evaluation of future access taxiway development to serve new general aviation hangar facilities is warranted.

It was agreed that the Plan should be “right-sized” to meet the specific needs of BVO and focus efforts and resources on critical issues involving future taxiway/hangar development within the defined project study area boundary. Therefore, this Scope of Services specifically does **not**:

- Provide up-to-date Airports Geographic Information System (AGIS) planimetric or photographic data.
- Update the aviation forecasts requiring FAA approval. However, the Plan will confirm the critical design aircraft that could potentially utilize the hangar area (see **Element Three**) but this effort will **not** require FAA approval.
- Update/confirm the Airport Reference Code (ARC) or the Runway Design Code (RDC).
- Evaluate runway and taxiway design standards for existing pavements.
- Evaluate instrument approach improvements and potential obstruction removal.
- Evaluate runway length.
- Update the entire Airport Layout Plan (ALP) set requiring an aeronautical review and approval by the FAA. However, an informal pen and ink revision to the Airport Layout Drawing (ALD) and the Terminal Area Plan individual sheets in the ALP set, reflecting the existing and proposed facilities identified by the Plan, **will be** coordinated with the FAA Southwest Region Arkansas/Oklahoma Airports District Office (ADO).
- Provide an inventory of existing environmental resource categories nor analyze any potential environmental impacts of the proposed development.
- Produce existing and future noise contours for estimating the potential impacts due to aircraft noise.
- Develop a waste reduction and recycling plan.
- Include a wildlife hazard assessment (WHA) or a Wildlife Management Plan (WMP).
- Conduct any public involvement processes *except* those necessary for stakeholder input described in **Tasks 7.1., 7.2., and 7.3.**

If any of the preceding elements are required, this scope of services and fee will require an amendment.

Element One/**Project Management**

Task 1.1. Prepare Scope, Fee, and Contract

This task includes the initial work items required to coordinate, research, analyze, formulate, and define the parameters of the Plan program. It includes the preparation of a program of services that includes task descriptions, fee schedule, and contract. A draft scope will initially be prepared that outlines the processes necessary to successfully complete the Plan and satisfying the Sponsor’s planning objectives. A draft fee schedule will provide the estimate of work hours and dollars needed to complete each task. The draft versions of the scope and fee schedule will be provided to the Consultant, the Sponsor, and FAA for review and comment.

Following the review and comment by the Sponsor, the Consultant, the OAC, and the FAA, this task also includes work items necessary to revise the draft scope and fee schedule, satisfying the comments provided by the Sponsor, the Consultant, the OAC, and the FAA. It also includes work necessary to review and approve a contract with the Consultant.

Task 1.2. Monthly Budget Tracking, Invoicing, and Monitor/Control Checks

The objective of this task is to prepare a comprehensive management plan for the Plan that includes work plan development and financial monitoring. It includes items to set up and manage contracts, budget, and invoicing.

Task 1.3. Conference Calls

It is anticipated that the Sub-Consultant will participate in up to four, one-hour conference calls with the Sponsor, the Consultant, the OAC, and the FAA, as needed, for purposes of information gathering and clarification, milestone decision points, ensuring the project remains on task and reflects the Sponsor's needs and desires. Items for discussion could include refining inventory data, clarifying critical design aircraft, determining accuracy of documentation, taxiway/hangar area layout issues and clarification, clarification of communicated Sponsor desires and needs, and on-going Sponsor/Consultant/FAA coordination.

Task 1.4. Review and Provide Quality Assurance/Quality Control for Work Products and Presentation Materials

The objective of this task is to establish and follow a quality control protocol for the review of all published materials associated with the Plan.

Element Two/**Inventory**

Task 2.1. Prepare Project Study Area Facilities Inventory

This task establishes a foundation for the Plan development through the assimilation and documentation of appropriate base data. Existing information previously collected by the Sponsor, the Consultant, and the FAA will be used to avoid redundancy and unnecessary data collection. The boundaries of the hangar development area will be clearly defined with the understanding that no future development will be evaluated beyond the established boundaries. The Sub-Consultant will assemble and present a general inventory of existing airport facilities within the defined project study area boundary, including taxiways, aprons, edge lighting, hangars, known utilities (both above and below ground), fuel storage and dispensing systems, and buildings, among others.

Task 2.2. Prepare Draft Inventory Section

The Sub-Consultant will develop a draft section of the Plan, briefly describing the elements outlined above. The technical portions will be in terms that are plain language to the layman and will provide information for subsequent decisions. The product of this task will be a summarization of all inventory data and information relating to the development of this Plan. This documentation will be presented in draft Working Paper One and serve as input to future tasks.

Element Three/**Critical Design Aircraft Confirmation**

Task 3.1. Collect and Evaluate Historical and Existing Aviation Activity Data

This task will focus on compiling, reviewing, and evaluating historical and existing operational data for aircraft operations, aircraft fleet mix, and based aircraft data at BVO. The data will help inform the critical design aircraft determination (**Task 3.2**) as it relates to past and existing users of BVO. It will not be used to update the Airport's overall forecasts for purposes of confirming or evaluating the appropriate ARC and/or RDC. Sources of information may include, but necessarily limited to, Sponsor, Consultant, BVO stakeholder interviews, available airport records, FAA's Terminal Area Forecast (TAF), the FAA's Traffic Flow Management System Counts (TFMSC) and COUNTOPS databases (as available), and other sources readily available to the Sub-Consultant.

Task 3.2. Confirm Critical Design Aircraft

This task will confirm the critical design aircraft for the future taxiway/hangar development area. Using the data gathered in **Task 3.1** and utilizing informed local knowledge of likely aircraft desiring to base at or use BVO facilities, the most demanding aircraft realistically expected to utilize the new hangar development area will be identified and confirmed.

The Sub-Consultant will use the information gathered from the preceding tasks to determine the type and number of hangar spaces likely required to meet short-term (0-5 years), intermediate-term (6-10 years), and long-term (11-20 years) demand. Allocating adequate space, reserving appropriate aircraft access, and providing for convenient and realistic implementation phasing will be important elements of the Plan.

Task 3.3. Prepare Draft Critical Design Aircraft Confirmation Section

The Sub-Consultant will develop a draft section of the Plan briefly describing the tasks outlined for Element Three. The technical portions will be in terms that are plain language to the layman and will provide information for subsequent decisions. The product of this task will be a summarization of all aircraft operational data and information relating to the development of this Plan. This documentation will be presented in draft Working Paper One and serve as input to future tasks.

Element Four/**Alternatives Analysis and Conceptual Development Plan**

Task 4.1. Prepare and Analyze Development Alternatives

The Sub-Consultant will be responsible for identifying and evaluating feasible alternatives for the future taxiway/hangar development area. This will include alternatives related to the design components and configuration of the hangar layout, the number and type of hangars, taxiway access meeting FAA design criteria related to the critical design aircraft, taxiway geometry and methodology limiting runway incursions and maximizing pilot awareness, and constructability of the proposed facilities.

A maximum of three development options will be evaluated and each will be provided with a description of key attributes to aid in the evaluation/screening of each alternative. Each alternative will be graphically illustrated for ease of review and consideration by the Sponsor, Consultant, OAC, and airport stakeholders.

Task 4.2. Prepare Draft Alternatives Analysis and Conceptual Development Plan Working Paper

The Sub-Consultant will develop a draft Working Paper (i.e., Working Paper One) briefly describing the tasks outlined in **Elements Two** through **Four**. The technical portions will be in terms that are plain language to the layman and will provide information for subsequent decisions. The draft Working Paper will be electronically submitted to the Sponsor, Consultant, OAC, and airport stakeholders for review and comment.

Task 4.3. Incorporate Revisions into Alternatives Analysis and Conceptual Development Plan Working Paper

The Sub-Consultant will incorporate agreed-upon changes into the draft Working Paper that will become a component of the final Plan.

Element Five/**Implementation Plan**

Task 5.1. Prepare Conceptual Taxiway/Hangar Development Plan

Based on review, discussion, evaluation, and feedback received during Element Four, the Sub-Consultant, in consultation with the Sponsor and Consultant, will incorporate the selected components from each alternative and prepare a Conceptual Taxiway/Hangar Development Plan. The Plan will be graphically illustrated for ease of review.

Task 5.2. Prepare Implementation Schedule and Projects List

The objective of this task is to provide a program for development within the previously identified project study area boundary that will assist in establishing economic viability. The implementation schedule will identify Plan projects within the short-term (5-year),

intermediate-term (10-year), and long-term (20-year) planning periods. The short-term projects reflect an immediate action program recognizing and identifying realistic local, state, and federal funding sources. The intermediate- and long-term projects identify the ultimate development scheme with the intent to reserve adequate space and appropriate aircraft access accommodating ultimate demand requirements.

Task 5.3. Prepare Cost Estimates

The Sub-Consultant will work with the Consultant to develop cost estimates for the proposed Plan projects, based on current dollars, for the short-, intermediate-, and long-term planning periods. Cost estimates are intended to be used for planning purposes only and will not include detailed engineering design and analysis.

Task 5.4. Prepare Phasing Plan

The Sub-Consultant will prepare and present a color-coded phasing plan depicting the Plan project locations along with short-, intermediate-, and long-term development stages.

Task 5.5. Prepare Draft Implementation Plan Working Paper

The Sub-Consultant will develop a draft Working Paper (i.e., Working Paper #2) briefly describing the tasks outlined for **Element Five**. The technical portions will be in terms that are plain language to the layman and will provide information for subsequent decisions. The draft chapter will be electronically submitted to the Sponsor, Consultant, OAC, and airport stakeholders for review and comment.

Task 5.6. Incorporate Revisions into Implementation Plan Working Paper

The Sub-Consultant will incorporate agreed-upon changes into the draft Working Paper that will become a component of the final Plan.

Element Six/ALD and Terminal Area Plan Updates

Task 6.1. Update ALD and Terminal Area Plan Sheets

The Sub-Consultant will incorporate the Conceptual Development Plan schematic facilities layout into the ALD and Terminal Area Plan sheets of the ALP set. The ALP is a technical graphic depiction of the existing and recommended airport facilities, serving as a blueprint for future development and an FAA-approved guideline for future improvements. The Sub-Consultant will convert the schematic and conceptual graphic elements into the technical components required of the ALD and Terminal Area Plan, matching the look and feel of the existing ALP Drawing Set sheets.

It is anticipated that the FAA will accept the informal revisions of the pen and ink changes to the ALD and Terminal Area Plan sheets without the need for a thorough review and update

of the entire ALP set, nor is a FAA aeronautical review anticipated of the ALP set. If an update to and FAA review, aeronautical review, and approval of the entire ALP set required, then this scope of services and fee will require an amendment.

Element Seven/**Meetings**

Task 7.1. Conduct Kickoff/Information Gathering Meeting (Including preparation, participation, and travel)

The Sub-Consultant will schedule and conduct a site visit to BVO to interview the Airport Manager, city personnel, and airport stakeholders the Sponsor believes will contribute to the success of the Plan. The goal for the site visit is to gather data collected by the Sponsor and/or Consultant; discuss aviation activity at BVO; determine local influences on aviation activity as it relates to the hangar development area; document issues and challenges in the hangar development area; refine the boundaries of the hangar development area; establish early direction of the Plan effort; and ensure a thorough understanding of the planning process, its benefits, and the use of the Plan in the decision-making process.

Task 7.2. Conduct Sponsor/Consultant Alternatives Analysis Meeting (including preparation, participation, and travel)

The Sub-Consultant will schedule and conduct a second site visit to BVO for purposes of presenting and discuss the findings and analyses prepared through **Task 4.2**, the preparation of development alternatives. The Sub-Consultant will use graphs, charts, illustrations, and slide presentations as necessary to properly convey the information, analysis, and findings in a clear and concise manner. A discussion of the findings, their significance, and the effect on future work elements will be presented. Input received will be summarized and any agreed-upon revisions will be incorporated, as appropriate, into the Conceptual Development Plan. This meeting could be conducted virtually using Teams, Zoom, or Skype, depending on what platform works best for all participants.

Task 7.3. Conduct Sponsor/Consultant Final Meeting (including preparation, participation, and travel)

The Sub-Consultant will schedule and conduct a final site visit to BVO for purposes of presenting and discuss the findings and analyses prepared through **Task 5.5**. The Sub-Consultant will use graphs, charts, illustrations, and slide presentations as necessary to properly convey the information, analysis, and findings in a clear and concise manner. A discussion of the findings, their significance, and the effect on future work elements will be presented. This meeting could be conducted virtually using Teams, Zoom, or Skype, depending on what platform works best for all participants. Input received will be summarized and agreed-upon revisions will be incorporated, as appropriate.

Element Eight/**DOCUMENTATION**

Task 8.1. Prepare Draft Taxiway/Hangar Development Plan Document

The Sub-Consultant will prepare an electronic version of the draft Plan that will include previously reviewed chapters and agreed-upon revisions. The draft Plan will be submitted to the Sponsor, the Consultant, and the FAA for review and comment. It is anticipated that no more than five paper hardcopies of the draft Plan document will be prepared.

Task 8.2. Incorporate Revisions into Draft Taxiway/Hangar Development Plan Document

Following a review by the Sponsor, the Consultant, and the FAA, the Sub-Consultant will collect comments and incorporate agreed-upon changes into the draft Plan document, which will become the final document. At that time, an electronic version of the final Plan document will be prepared. No edits to the document will be made after the final version is completed and approved. No hardcopies of the revised draft Plan will be prepared.

Task 8.3. Prepare Final Taxiway/Hangar Development Plan Document

The Sub-Consultant will prepare no more than five paper hardcopies of the final Hangar Development Plan, with one copy furnished to the OAC. Electronic copies (in pdf format) of the final Plan will be prepared and distributed via email or a file sharing website.

Summary of Project Deliverables:	FAA	OAC	Sponsor	Consultant
Draft Working Paper One (Microsoft Word/PDF)	1	1	1	1
Draft Working Paper Two (Microsoft Word/PDF)	1	1	1	1
Draft Plan Document (Electronic PDF)	1	1	1	1
Draft Plan Document (Hard Copies)	0	0	5	1
Final Plan Document (Electronic PDF)	1	1	1	1
Final Plan Document (Hard Copies)	1	1	5	1
Final ALD and Terminal Area Plan (Electronic PDF and AutoCAD)	1	1	1	1

TO:	Toby Baker
FROM:	Brian Bird
PROJECT NAME:	Bartlesville AP Hanger Expansion Topographic Survey
DATE:	November 2nd 2022

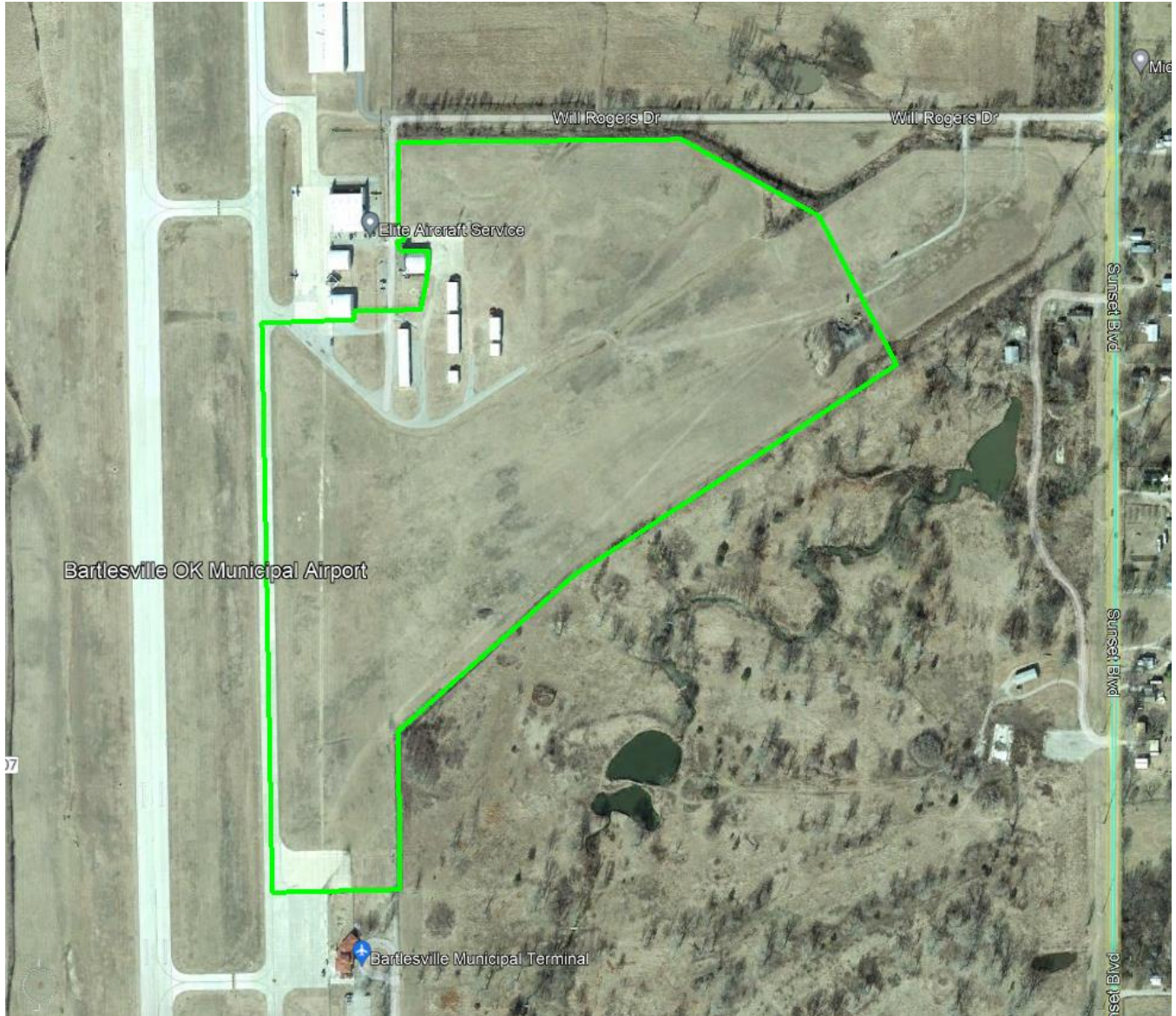
Internal Survey Scope & Fee Estimate

Surveying Scope of Services:

- Topographic Survey for Hangar Expansion
 - Recover control from previous survey completed by CEC
 - Lemke will set 1 additional control points for horizontal and vertical purposes
 - Establish two (2) benchmarks in the vicinity of existing buildings and run a differential level loop
 - Provide topographic survey services to include the following existing surface features: roads, curbs, centerlines, drives, sidewalks, buildings, finished floor elevations, signs, fences, walls, decorative trees, flowerbeds, all visible drainage structures, visible and/or marked utilities, and any other features within survey limits including:
 - Cross sections and grid shots at 25-50' density on hard surface areas
 - Continuous topo on 4-wheeler for grass/field/undeveloped areas
 - Ground topo all breaklines in continuous topo area
 - Contours at 1.0' minimum density
 - Utility companies servicing the project area will be contacted through "OKIE811" at least 72 hours prior to survey, excluding weekends / holidays. Private utilities that are not members of "OKIE811" will not be researched and locates will not be requested for these non-members.
 - Private utilities will not be located by OKIE811 service. If desired to be shown on the survey, the Owner shall mark all known private utility lines prior to the commencement of survey services. Lemke/Parkhill also requests the Owner provide private utility atlas maps for depiction on the survey as "per atlas map".
 - Lemke/Parkhill will contact members listed on the OKIE ticket, request utility atlas maps, and plot atlas maps as "per atlas map" if maps are provided by the Utility Owner.
 - Lemke/Parkhill is NOT responsible for unmarked or mismarked utilities
 - Lemke will notate on the survey utility size/type if this information is provided from utility companies and/or other sources
 - If utility information is critical, Lemke recommends have QL-B SUE locates completed by a SUE subconsultant. If requested, Lemke can provide an additional fee for this service.
 - All utility information will be placed in the Civil 3d and/or AutoCAD drawing
 - Storm sewer manholes, sanitary sewer manholes, water valves, and inverts will be measured for depth (to the connection outside of survey limits)
 - Deliverables are to include Civil 3d file, survey control & topographic certification
 - Any item not listed has not been considered for this fee estimate

The cost of the survey will be based on a lump sum fee of \$12,500 and the survey timeline will be coordinated with the appropriate project manager.

Survey Limits Exhibit



**EXHIBIT B
PAYMENTS TO ENGINEER
LUMP SUM METHOD**

Article 4 of the Master Agreement is amended and supplemented to include the agreement of the parties stating Engineer shall provide Basic services as set forth in Exhibit B of Task Order No. 1.

ARTICLE 4 -- PAYMENTS TO THE ENGINEER

B 4.01 Compensation for Basic Services - Lump Sum Method of Payment

A. OWNER shall pay ENGINEER for Basic Services set forth in Exhibit A-Part 1, as follows:

1. A Lump Sum amount of \$ **110,750.00** based on the following distribution of compensation:
 - a. Study and Report Phase \$ 110,750.00
 - b. Preliminary Design Phase \$ _____
 - c. Final Design Phase \$ _____
 - d. Bidding and Negotiating Phase \$ _____
 - e. Construction Phase \$ _____
 - f. Grant Administration Phase \$ _____

2. The Lump Sum includes compensation for ENGINEER's services and services of ENGINEER's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Direct Expenses.

3. The portion of the Lump Sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

*To be negotiated if required.

B 4.02 Compensation for Authorized Additional Services --Standard Hourly Rates Method of Payment.

A. OWNER shall pay ENGINEER for authorized Additional Services set forth in Exhibit A - Part 2 as follows:

1. For labor on an hourly rate basis in accordance with Appendix 1.
2. For reimbursable expenses, based on cost times a factor of 1.2.

B. The hourly rate schedule will be adjusted each January 1st to reflect cost of living adjustments.

Parkhill
Hourly Rate Schedule
 January 1, 2022 through December 31, 2022

Client: City of Bartlesville

Project: Prepare Hangar Development Plan

Agreement Date: November 7, 2022

Location: Bartlesville Municipal Airport

CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	\$58.00	PROFESSIONAL LEVEL III		PROFESSIONAL LEVEL VI	
SUPPORT STAFF II	\$68.00	Architect	\$144.00	Architect	\$239.00
SUPPORT STAFF III	\$94.00	Civil Engineer	\$170.00	Civil Engineer	\$257.00
SUPPORT STAFF IV	\$100.00	Electrical Engineer	\$165.00	Electrical Engineer	\$268.00
SUPPORT STAFF V	\$111.00	Interior Designer	\$129.00	Interior Designer	\$206.00
SUPPORT STAFF VI	\$120.00	Landscape Architect	\$140.00	Landscape Architect	\$222.00
PROFESSIONAL LEVEL I		Mechanical Engineer	\$165.00	Mechanical Engineer	\$268.00
Architect	\$118.00	Structural Engineer	\$163.00	Structural Engineer	\$246.00
Civil Engineer	\$122.00	Surveyor III	\$115.00	Professional Surveyor VI	\$188.00
Electrical Engineer	\$125.00	Other Professional	\$127.00	Other Professional	\$202.00
Interior Designer	\$112.00	PROFESSIONAL LEVEL IV		PROFESSIONAL LEVEL VII	
Landscape Architect	\$112.00	Architect	\$177.00	Architect	\$307.00
Mechanical Engineer	\$122.00	Civil Engineer	\$198.00	Civil Engineer	\$307.00
Structural Engineer	\$117.00	Electrical Engineer	\$194.00	Electrical Engineer	\$307.00
Surveyor I	\$89.00	Interior Designer	\$141.00	Interior Designer	\$231.00
Other Professional	\$110.00	Landscape Architect	\$151.00	Landscape Architect	\$307.00
		Mechanical Engineer	\$194.00	Mechanical Engineer	\$307.00
		Structural Engineer	\$189.00	Structural Engineer	\$307.00
		Surveyor IV	\$133.00	Professional Surveyor VII	\$208.00
		Other Professional	\$150.00	Other Professional	\$307.00
PROFESSIONAL LEVEL II		PROFESSIONAL LEVEL V			
Architect	\$127.00	Architect	\$215.00		
Civil Engineer	\$137.00	Civil Engineer	\$239.00		
Electrical Engineer	\$141.00	Electrical Engineer	\$237.00		
Interior Designer	\$118.00	Interior Designer	\$170.00		
Landscape Architect	\$118.00	Landscape Architect	\$184.00		
Mechanical Engineer	\$141.00	Mechanical Engineer	\$237.00		
Structural Engineer	\$133.00	Structural Engineer	\$228.00		
Surveyor II	\$99.00	Professional Surveyor V	\$156.00		
Other Professional	\$116.00	Other Professional	\$167.00		

Expenses: Reimbursement for expenses as listed, but not limited to, incurred in connection with services, will be at cost plus 15 percent for items such as:

1. Maps, photographs, postage, phone, reproductions, printing, equipment rental, and special supplies related to the services.
2. Consultants, soils engineers, surveyors, contractors, and other outside services.
3. Rented vehicles, local public transportation and taxis, road toll fees, travel, and subsistence.
4. Special or job-specific fees, insurance, permits, and licenses applicable to work services.
5. Mileage at IRS-approved rate.

Rate for professional staff for legal proceedings or as expert witnesses will be a rate one-and-a-half times these Hourly Rates. Excise and gross receipt taxes, if any, will be added as an expense.

Foregoing Schedule of Charges is incorporated into the Agreement for Services provided, effective January 1, 2022 through December 31, 2022. After December 31, 2022, invoices will reflect the Schedule of Charges currently in effect.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approval of a resolution authorizing application for a American Rescue Plan Act (ARPA) grant from the Oklahoma Water Resources Board.

Attachments:

Resolution

II. STAFF COMMENTS AND ANALYSIS

The State of Oklahoma has received \$1.87 billion from the Federal Government through the American Rescue Plan Act. Of this money, the state legislature and governor have authorized \$50MM for water, sewer and dam renovation projects (\$25MM going to small community water/sewer projects, \$20MM to mid to large community water/sewer projects and \$5MM for small community dam rehab projects). The State has tasked the Oklahoma Water Resources Board (OWRB) to promulgate rules, evaluate and award grant applications for these ARPA funds. The City of Bartlesville falls within the mid to large community water/sewer grant program. The maximum grant available for this category is \$2MM with the local entity required to match the grant funds dollar for dollar. Based on the OWRBs evaluation criteria, City staff believes the Wastewater Treatment Plant Expansion project, with an estimated cost of \$55MM, will rank very favorably. In order to apply for the grant, the City Council needs to approve a resolution, which is attached, authorizing the Mayor to execute all documents necessary to file and process the ARPA grant application. The application period closes November 31, 2022.

III. RECOMMENDED ACTION

Staff recommends approval of the resolution.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BARTLESVILLE, OKLAHOMA (THE "CITY") AUTHORIZING APPLICATION FOR AMERICAN RESCUE PLAN ACT (ARPA) GRANT FROM THE OKLAHOMA WATER RESOURCES BOARD

WHEREAS, the Oklahoma Water Resources Board (OWRB) is accepting applications for funds provided through the American Rescue Plan Act (ARPA); and

WHEREAS, the City is subject to a Consent Order (19-200) from the Oklahoma Department of Environmental Quality to construct improvements and rehabilitation of the Chickasaw Wastewater Treatment Plant, located at 230 North Chickasaw Avenue; and

WHEREAS, the City finds it prudent and necessary to construct improvements to renovate and expand the Chickasaw Wastewater Treatment Plant located at 230 North Chickasaw Avenue; and

WHEREAS, it is in the best interest of the citizens of the City of Bartlesville to expedite the preparation and submission of an application for financial assistance from the Oklahoma Water Resources Board in the form of a grant.

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

That a situation is hereby recognized and declared to exist in the City, and by reason thereof, Dale Copeland, Mayor of the City of Bartlesville, is hereby authorized and directed to sign an application and related documents necessary to file and process an ARPA grant application with the Oklahoma Water Resources Board on behalf of the City of Bartlesville.

PASSED AND APPROVED by the City of Bartlesville this 7th day of November, 2022.

CITY OF BARTLESVILLE

By _____
Mayor

ATTEST:

City Clerk



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Receipt of Interim Financials for the three months ending September 30, 2022.

Attachments:

Interim Financials for September 30, 2022

II. STAFF COMMENTS AND ANALYSIS

Staff has prepared the condensed Interim Financial Statements for September 2022; these should provide sufficient information for the City Council to perform its fiduciary responsibility. All supplementary, detailed information is available for the Council's use at any time upon request. All information is subject to change pending audit.

III. RECOMMENDED ACTION

Staff recommends the approval the Interim Financials for September 30, 2022.



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

For The Three Months Ended September 30, 2022

CITY COUNCIL

Ward 1 - Dale Copeland, Mayor

Ward 2 - Paul Stuart

Ward 3 - Jim Curd, Vice Mayor

Ward 4 - Billie Roane

Ward 5 - Trevor Dorsey

City Manager

Mike Bailey

Prepared by:

Jason Muninger
Finance Director

Alicia Shelton
Accountant

TABLE OF CONTENTS

HIGHLIGHTS

MAJOR FUNDS:

GENERAL FUND

WASTEWATER OPERATING/BMA WASTEWATER FUNDS

WATER OPERATING/BMA WATER FUNDS

SANITATION

OTHER FUNDS:

REVENUE BUDGET STATUS

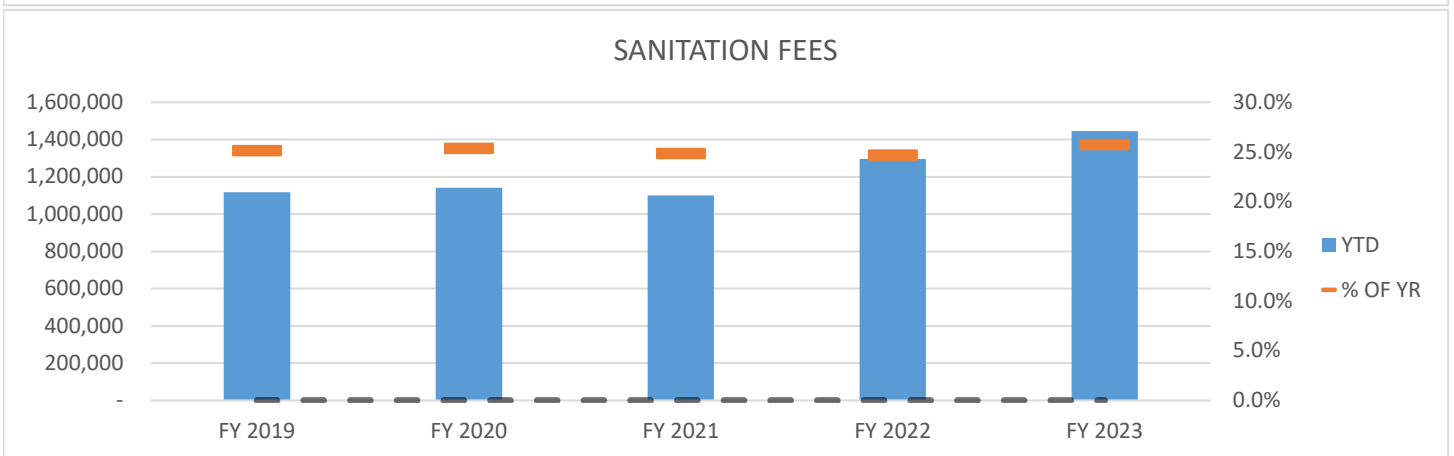
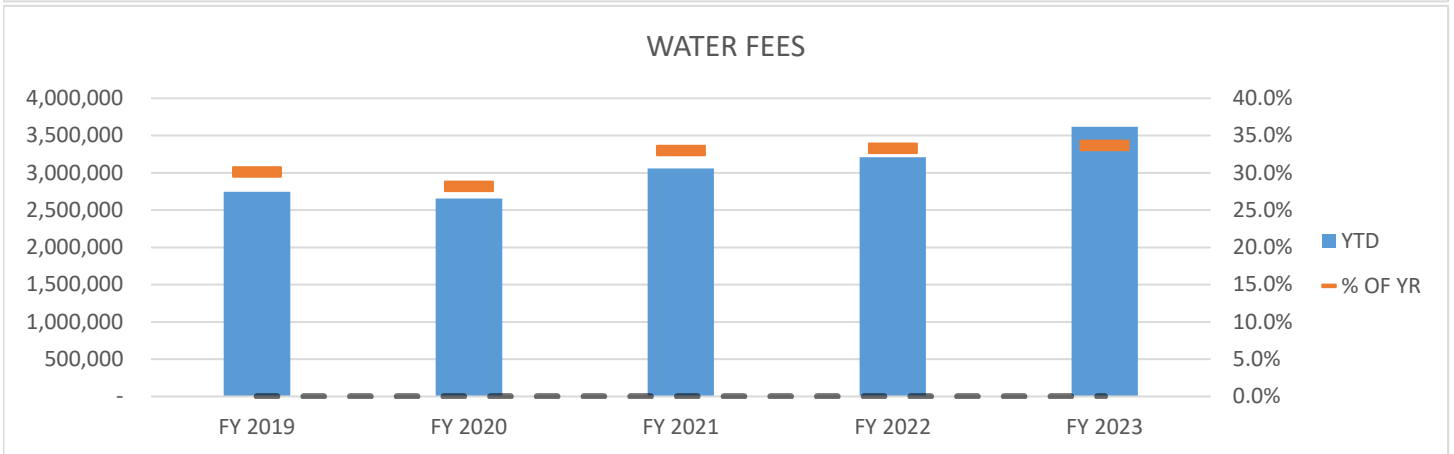
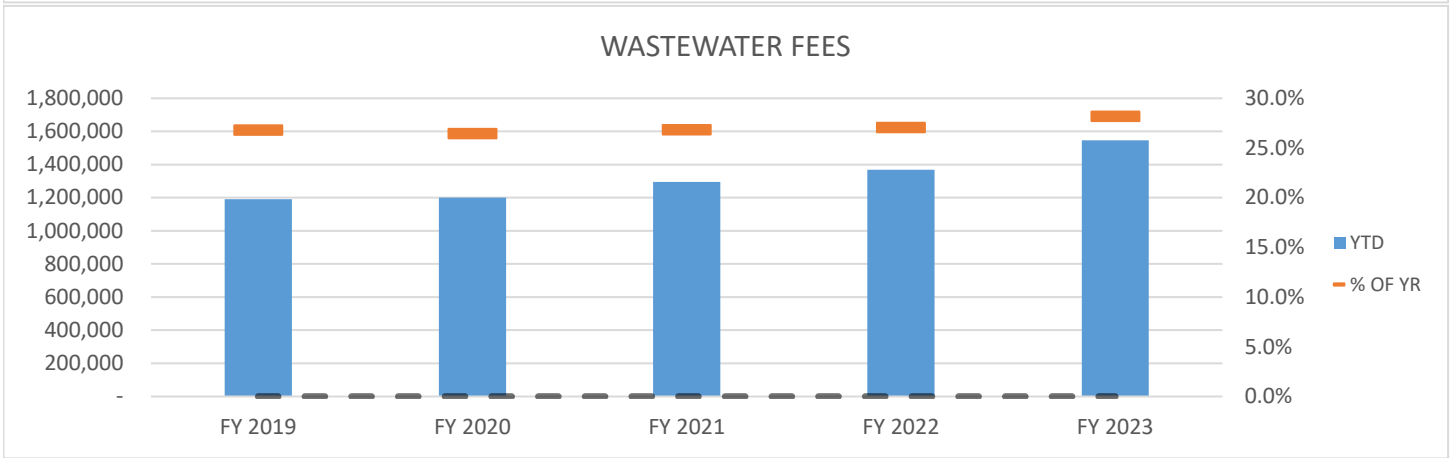
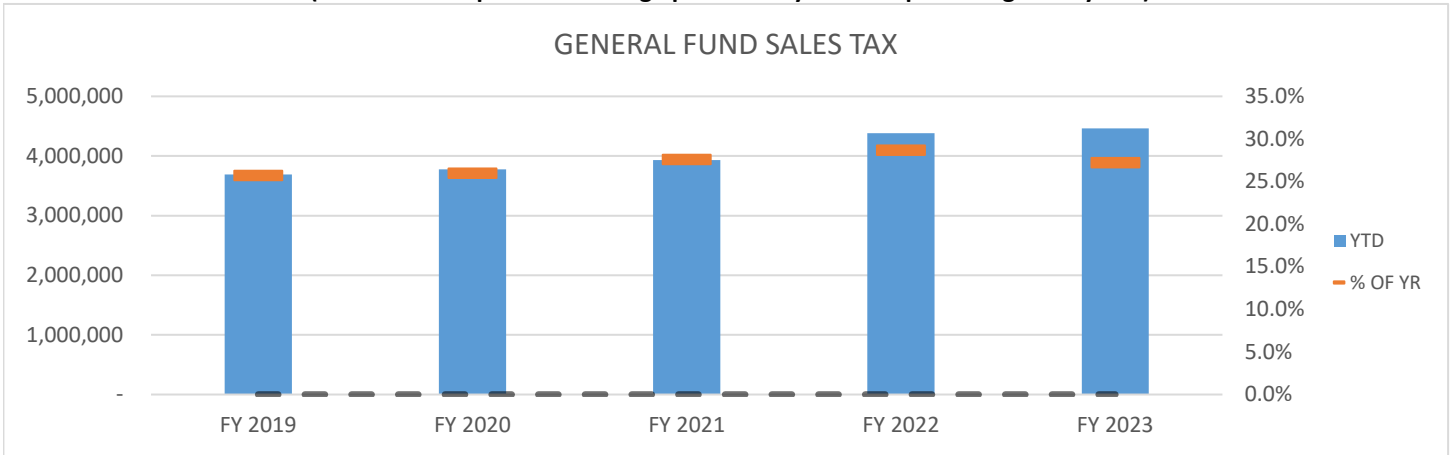
EXPENDITURE BUDGET STATUS

CHANGE IN FUND BALANCE

EXPLANATORY MEMO

FINANCIAL STATEMENT REVENUE HIGHLIGHTS

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



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

25% of Year Lapsed

	<u>2022-23 Fiscal Year</u>					% of Budget	<u>2021-22 Fiscal Year</u>	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total		YTD Total	% Total Year
Revenue:								
Sales Tax	\$ 16,407,122	\$ 4,101,781	\$ 4,463,135	\$ -	\$ 4,463,135	27.2%	\$ 4,380,337	27.7%
Gross Receipt Tax	1,851,300	462,825	376,155	-	376,155	20.3%	310,594	25.0%
Licenses and Permits	266,700	66,675	141,875	-	141,875	53.2%	157,245	69.1%
Intergovernmental	739,100	184,775	207,270	-	207,270	28.0%	3,295,300	94.6%
Charges for Services	521,300	130,325	135,016	-	135,016	25.9%	193,521	38.1%
Court Costs	139,800	34,950	57,684	-	57,684	41.3%	39,244	31.0%
Police/Traffic Fines	525,000	131,250	121,084	-	121,084	23.1%	115,422	22.5%
Parking Fines	54,800	13,700	15,045	-	15,045	27.5%	12,945	20.6%
Other Fines	67,000	16,750	20,839	-	20,839	31.1%	19,702	29.8%
Investment Income	100,000	25,000	25,000	-	25,000	25.0%	25,000	15.0%
Miscellaneous Income	396,400	99,100	80,109	-	80,109	20.2%	232,178	37.4%
Transfers In	9,170,941	2,292,735	2,292,745	-	2,292,745	25.0%	1,294,152	26.6%
Total	<u>\$ 30,239,463</u>	<u>\$ 7,559,866</u>	<u>\$ 7,935,955</u>	<u>\$ -</u>	<u>\$ 7,935,955</u>	26.2%	<u>\$ 10,075,640</u>	36.4%
Expenditures:								
General Government	\$ 8,138,777	\$ 2,034,694	\$ 2,020,076	\$ 258,995	\$ 2,279,071	28.0%	\$ 2,310,222	32.5%
Public Safety	15,764,748	3,941,187	3,916,593	218,565	4,135,158	26.2%	3,760,819	31.2%
Street	1,843,488	460,872	528,971	(45,795)	483,176	26.2%	409,173	27.3%
Culture and Recreation	3,494,816	873,704	833,065	45,403	878,468	25.1%	838,829	30.4%
Transfers Out	4,011,107	1,002,777	1,002,812	-	1,002,812	25.0%	834,665	28.3%
Reserves	910,925	227,731	-	-	-	0.0%	-	N.A.
Total	<u>\$ 34,163,861</u>	<u>\$ 8,540,965</u>	<u>\$ 8,301,517</u>	<u>\$ 477,168</u>	<u>\$ 8,778,684</u>	25.7%	<u>\$ 8,153,708</u>	30.9%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 4,261,660					
Net Revenue (Expense)			<u>(365,562)</u>					
Ending Fund Balance			<u>\$ 3,896,098</u>					

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

25% of Year Lapsed

	2022-23 Fiscal Year					% of Budget	2021-22 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total		YTD Total	% Total Year
Revenue:								
Wastewater Fees	\$ 5,499,094	\$ 1,374,774	\$ 1,547,875	\$ -	\$ 1,547,875	28.1%	\$ 1,371,407	27.5%
Investment Income	-	-	-	-	-	N.A.	-	0.0%
Debt Proceeds	45,000,000	11,250,000	-	-	-	0.0%	-	N.A.
Miscellaneous	30,800	7,700	225	-	225	0.7%	7,734	38.0%
Total	\$ 50,529,894	\$ 12,632,474	\$ 1,548,100	\$ -	\$ 1,548,100	3.1%	\$ 1,379,141	27.6%
Expenditures:								
Wastewater Plant	\$ 2,704,296	\$ 676,074	\$ 684,612	\$ 1,985,831	\$ 2,670,442	98.7%	\$ 2,388,676	97.0%
Wastewater Maint	902,048	225,512	173,383	3,591	176,974	19.6%	188,432	28.8%
BMA Expenses	28,400	7,100	13,954	-	13,954	49.1%	-	N.A.
Transfers Out	1,647,574	411,894	410,654	-	410,654	24.9%	381,509	26.5%
Reserves	83,049	20,762	-	-	-	0.0%	-	N.A.
Total	\$ 5,365,367	\$ 1,341,342	\$ 1,282,603	\$ 1,989,422	\$ 3,272,025	61.0%	\$ 2,958,617	64.9%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 1,859,443					
Net Revenue (Expense)			265,497					
Ending Fund Balance			\$ 2,124,940					

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

25% of Year Lapsed

	<u>2022-23 Fiscal Year</u>					% of Budget	<u>2021-22 Fiscal Year</u>	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total		YTD Total	% Total Year
Revenue:								
Water Fees	\$ 11,339,739	\$ 2,834,935	\$ 3,774,249	\$ -	\$ 3,774,249	33.3%	\$ 3,350,176	31.9%
Investment Income	-	-	-	-	-	N.A.	-	0.0%
Debt Proceeds	7,500,000	1,875,000	-	-	-	0.0%	-	N.A.
Miscellaneous	-	-	-	-	-	N.A.	-	0.0%
Total	<u>\$ 18,839,739</u>	<u>\$ 4,709,935</u>	<u>\$ 3,774,249</u>	<u>\$ -</u>	<u>\$ 3,774,249</u>	20.0%	<u>\$ 3,350,176</u>	31.8%
Expenditures:								
Water Plant	\$ 3,379,179	\$ 844,795	\$ 1,125,209	\$ 114,728	\$ 1,239,937	36.7%	\$ 816,808	29.4%
Water Administration	385,958	96,490	95,846	14,358	110,204	28.6%	124,744	36.9%
Water Distribution	2,088,999	522,250	453,967	75,641	529,608	25.4%	411,245	30.5%
BMA Expenses	10,447,970	2,611,993	2,559,877	(2,540,541)	19,336	0.2%	1,470,014	49.3%
Transfers Out	2,569,382	642,346	642,356	-	642,356	25.0%	595,146	26.6%
Reserves	174,039	43,510	-	-	-	0.0%	-	N.A.
Total	<u>\$ 19,045,527</u>	<u>\$ 4,761,384</u>	<u>\$ 4,877,255</u>	<u>\$ (2,335,814)</u>	<u>\$ 2,541,441</u>	13.3%	<u>\$ 3,417,957</u>	35.3%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 9,871,860					
Net Revenue (Expense)			<u>(1,103,006)</u>					
Ending Fund Balance			<u>\$ 8,768,854</u>					

SANITATION FUND

Statement of Revenue, Expenditures, and Changes in Fund Balances

25% of Year Lapsed

	2022-23 Fiscal Year					% of Budget	2021-22 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total		YTD Total	% Total Year
Revenue:								
Collection Fees	\$ 5,614,957	\$ 1,403,739	\$ 1,421,985	\$ -	\$ 1,421,985	25.3%	\$ 1,272,891	29.0%
Investment Income	-	-	-	-	-	N.A.	-	N.A.
Miscellaneous	181,103	45,669	36,034	-	36,034	19.9%	39,082	28.0%
Transfers In	-	-	-	-	-	N.A.	-	0.0%
Total	\$ 5,796,060	\$ 1,449,408	\$ 1,458,019	\$ -	\$ 1,458,019	25.2%	\$ 1,311,973	28.8%
Expenditures:								
Sanitation	\$ 3,449,968	\$ 862,492	\$ 801,445	\$ 210,440	\$ 1,011,885	29.3%	\$ 957,359	32.6%
Transfers Out	2,647,446	661,862	661,866	-	661,866	25.0%	564,804	32.1%
Reserves	118,724	29,681	-	-	-	0.0%	-	N.A.
Total	\$ 6,216,138	\$ 1,554,035	\$ 1,463,311	\$ 210,440	\$ 1,673,751	26.9%	\$ 1,522,163	32.4%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 271,101					
Net Revenue (Expense)			(5,292)					
Ending Fund Balance			\$ 265,809					

ALL OTHER FUNDS

Revenue Budget Report - Budget Basis

25% of Year Lapsed

	<u>Budget</u>	<u>Actuals</u>	<u>Percent of Budget</u>
Special Revenue Funds:			
Economic Development Fund	1,830,242	489,280	27%
E-911 Fund	1,207,233	299,221	25%
Special Library Fund	88,000	10,024	11%
Special Museum Fund	-	31,856	N/A
Municipal Airport Fund	-	-	N/A
Harshfield Library Donation Fund	-	-	N/A
Restricted Revenue Fund	106,006	13,526	13%
Golf Course Memorial Fund	-	1,350	N/A
CDBG-COVID	-	49,695	N/A
	3,186,219	15,056	0%
Justice Assistance Grant Fund	-	-	N/A
Neighborhood Park Fund	-	-	N/A
Cemetery Care Fund	3,000	1,059	35%
Debt Service Fund	4,156,550	40,429	1%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	3,095,683	877,099	28%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	-	23,350	N/A
Wastewater Regulatory Capital Fund	-	-	N/A
City Hall Capital Improvement Fund	11,400	47,880	420%
Storm Drainage Capital Improvement Fund	-	1,049	N/A
Community Development Block Grant Fund	196,000	-	0%
2008B G.O. Bond Fund	-	-	N/A
2009 G.O. Bond Fund	-	-	N/A
2010 G.O. Bond Fund	-	-	N/A
2012 G.O. Bond Fund	-	-	N/A
2014 G.O. Bond Fund	-	-	N/A
2014B G.O. Bond Fund	-	-	N/A
2015 G.O. Bond Fund	-	-	N/A
2017 G.O. Bond Fund	-	-	N/A
2018A G.O. Bond Fund	-	-	N/A
2018B G.O. Bond Fund	-	-	N/A
2018C G.O. Bond Fund	-	-	N/A
2019A G.O. Bond Fund	-	-	N/A
2019B G.O. Bond Fund	-	-	N/A
2021A G.O. Bond Fund	-	-	N/A
2022 G.O. Bond Fund	-	-	N/A
Proprietary Funds:			
Adams Golf Course Operating Fund	543,441	153,921	28%
Sooner Pool Operating Fund	49,871	25,000	50%
Frontier Pool Operating Fund	60,921	32,500	53%
Municipal Airport Operating	391,174	142,375	36%
Internal Service Funds:			
Worker's Compensation Fund	100,287	30,416	30%
Health Insurance Fund	3,781,152	1,048,009	28%
Auto Collision Insurance Fund	75,000	18,759	25%
Stabilization Reserve Fund	1,722,643	430,675	25%
Capital Improvement Reserve Fund	7,296,227	2,126,741	29%
Mausoleum Trust Fund	-	-	N/A

ALL OTHER FUNDS

Expenditure Budget Report - Budget Basis

25% of Year Lapsed

	<u>Budget</u>	<u>Actuals</u>	<u>Percent of Budget</u>
Special Revenue Funds:			
Economic Development Fund	4,536,236	1,080,430	24%
E-911 Fund	1,228,358	287,442	23%
Special Library Fund	226,500	30,683	14%
Special Museum Fund	41,500	8,434	20%
Municipal Airport Fund	241,443	-	0%
Harshfield Library Donation Fund	451,492	9,793	2%
Restricted Revenue Fund	346,646	6,469	2%
Golf Course Memorial Fund	34,307	20,880	61%
CDBG-COVID	-	-	N/A
	3,609,713	902,432	25%
Justice Assistance Grant Fund	7,619	-	0%
Neighborhood Park Fund	27,653	-	0%
Cemetery Care Fund	12,147	1,334	11%
Debt Service Fund	4,156,550	363,365	9%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	4,494,810	1,050,067	23%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	60,000	50,809	85%
Wastewater Regulatory Capital Fund	784,684	-	0%
City Hall Capital Improvement Fund	75,594	1,600	2%
Storm Drainage Capital Improvement Fund	51,963	-	0%
Community Development Block Grant Fund	196,000	-	0%
2008B G.O. Bond Fund	-	-	N/A
2009 G.O. Bond Fund	2,636	-	0%
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	32,031	-	0%
2018C G.O. Bond Fund	317,014	-	0%
2019A G.O. Bond Fund	669,535	199	0%
2019B G.O. Bond Fund	385,860	-	0%
2021A G.O. Bond Fund	2,109,080	-	0%
2022 G.O. Bond Fund	9,345,050	113	0%
Proprietary Funds:			
Adams Golf Course Operating Fund	628,362	233,997	37%
Sooner Pool Operating Fund	51,041	27,099	53%
Frontier Pool Operating Fund	64,020	29,112	45%
Municipal Airport Operating	622,990	179,968	29%
Internal Service Funds:			
Worker's Compensation Fund	430,000	46,632	11%
Health Insurance Fund	4,155,209	879,784	21%
Auto Collision Insurance Fund	443,559	1,901	0%
Stabilization Reserve Fund	10,211,008	-	0%
Capital Improvement Reserve Fund	7,736,297	1,228,899	16%
Mausoleum Trust Fund	8,185	-	0%

ALL OTHER FUNDS

Fund Balance Report - Modified Cash Basis

25% of Year Lapsed

	<u>Beginning of Year</u>	<u>Change</u>	<u>Current</u>
Special Revenue Funds:			
Economic Development Fund	2,976,150	108,850	3,085,000
E-911 Fund	42,136	21,029	63,165
Special Library Fund	300,317	(21,565)	278,752
Special Museum Fund	129,805	23,422	153,227
Municipal Airport Fund	258,862	(9,300)	249,562
Harshfield Library Donation Fund	611,905	(10,793)	601,112
Restricted Revenue Fund	371,829	11,104	382,933
Golf Course Memorial Fund	31,449	(16,662)	14,787
CDBG-COVID	-	49,695	49,695
Justice Assistance Grant Fund	7,619	-	7,619
Neighborhood Park Fund	27,722	-	27,722
Cemetery Care Fund	8,234	(274)	7,960
Debt Service Fund	3,383,622	(322,936)	3,060,686
Capital Project Funds:			
Sales Tax Capital Improvement Fund	3,179,987	(295,922)	2,884,065
Park Capital Improvement Fund	-	-	-
Wastewater Capital Improvement Fund	125,314	23,350	148,664
Wastewater Regulatory Capital Fund	805,587	-	805,587
City Hall Capital Improvement Fund	74,009	46,515	120,524
Storm Drainage Capital Improvement Fund	52,981	1,049	54,030
Community Development Block Grant Fund	140,432	-	140,432
2008B G.O. Bond Fund	-	-	-
2009 G.O. Bond Fund	-	-	-
2010 G.O. Bond Fund	-	-	-
2012 G.O. Bond Fund	22,372	(22,372)	-
2014 G.O. Bond Fund	7,686	-	7,686
2014B G.O. Bond Fund	3,886	-	3,886
2015 G.O. Bond Fund	12,444	-	12,444
2017 G.O. Bond Fund	72,338	-	72,338
2018A G.O. Bond Fund	52,547	-	52,547
2018B G.O. Bond Fund	46,204	-	46,204
2018C G.O. Bond Fund	152,711	(77,325)	75,386
2019A G.O. Bond Fund	657,231	(8,979)	648,252
2019B G.O. Bond Fund	397,717	-	397,717
2021A G.O. Bond Fund	1,079,080	-	1,079,080
2022A G.O. Bond Fund	9,370,025	(113)	9,369,912
Proprietary Funds:			
Adams Golf Course Operating Fund	56,999	(11,668)	45,331
Sooner Pool Operating Fund	23,650	(23,410)	240
Frontier Pool Operating Fund	14,708	(14,268)	440
Municipal Airport Operating	246,207	(14,095)	232,112
Internal Service Funds:			
Worker's Compensation Fund	248,341	(3,489)	244,852
Health Insurance Fund	291,251	53,438	344,689
Auto Collision Insurance Fund	477,623	(22,517)	455,106
Stabilization Reserve Fund	10,211,008	430,675	10,641,683
Capital Improvement Reserve Fund	12,762,925	1,164,477	13,927,402
Mausoleum Trust Fund	7,813	-	7,813



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 9/25/2022, 9/28/2022, & 10/2/2022)

INVITATION FOR BIDS

**City of Bartlesville
2021 CDBG Project - 5th Street Paving & Sidewalks
Bid No. 2022-2023-010**

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. CST on the 24th day of October, 2022** at such time bids will be opened and publicly read.

A mandatory pre-bid conference will be held on October 10th, 2022 at 2:00 p.m. in the City Hall, 3rd Floor Conference Room, 401 S. Johnstone, Bartlesville, Oklahoma.

Last day for questions will be Wednesday, October 19th, 2022. Last day for addenda will be Thursday, October 20th, 2022. Questions to be submitted via email to skcharles@cityofbartlesville.org.

This project is a Community Development Block Grant Project and 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. Electronic copies of plans, specifications, and contract documents can be provided upon request via email at no charge by contacting the City Engineering office at (918) 338-4251 or by emailing kdtoulou@cityofbartlesville.org. Printed copies of the documents can be obtained in person or by mail for a non-refundable charge of \$25.00. No documents will be mailed until payment is received in full.

All bids must include assurances that the following provisions will be complied with:

- 1) **Federal Labor Standards Provisions**, US Department of Labor, 29 CFR 5; Subpart A - Davis-Bacon Act; Subpart B – Fringe Benefit Provision.
- 2) **Section 3** Final Rule became effective on November 30, 2020 and is codified at 24 CFR part 75. The regulation simplifies the Section 3 requirements and establishes that Section 3 requirements apply to housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of HUD assistance to the project exceeds a minimum funding threshold. The regulation also improves alignment with current business practices by requiring the reporting of labor hours rather than new hires. The Benchmark Notice establishes the current numeric goals for compliance with Section 3 requirements. This project triggers Section 3 requirements as outlined in 24 CFR part 75.
- 3) **Section 109** of the Housing and Community Development Act of 1974, which assures that no person shall, on the grounds of race, color, natural origin, or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination.
- 4) **Non-Segregated Facilities**, Certification that assures the bidder does not maintain or provide any segregated facilities.
- 5) **Executive Order 11246**, EEO provisions require affirmative action and prohibits federal contractors from discriminating on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 6) **Minority Business Enterprise** and **Women Business Enterprise** provisions which encourage minority-owned business and women-owned businesses to bid on the project.
- 7) **Circular 570** provide assurances that surety companies executing bonds appear on the Treasury Department's list and are authorized to transact business in the State where the project is located.
- 8) **SAM.gov** –All bidders must be registered as active with no exclusions in order to submit a bid and receive a federally funded contract.

The general scope of this Project consists of the removal and replacement of concrete street paving and the installation of a new concrete walking path within public right-of-way. The major pay quantities for this project include the following:

INV-1

4000	SY	Removal of Concrete Pavement and Base Materials up to 13” Thick
4000	SY	Polypropylene Fiber Reinforced 7” Dowel-Jointed Portland Cement Concrete
10000	SF	4’ Wide Concrete Sidewalk, 4” Thick
20	EA	ADA Ramp
30	EA	Tactile Warning Device

Each bid proposal must be submitted in a sealed envelope, addressed to “City Clerk, City Hall, 401 S. Johnstone, Bartlesville, Oklahoma 74003” and endorsed on the outside of the envelope with the words: “2021 CDBG Project - 5th Street Paving & Sidewalks, Bid No. 2022-2023-010” and the name of the bidder.

Each bid proposal must 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’s name must be listed on the official plan holders list as maintained in the Engineering Department of the City of Bartlesville kdtoulou@cityofbartleville.org.**

Owner reserves the right to waive any informalities or minor defects or reject any or all bids. 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 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the bidders.

DATED this 21st day of September, 2022

Jason Muninger
City Clerk

By: Kim Toulouse
Deputy Clerk

(Published in Bartlesville, OK Examiner-Enterprise 10/5/2022, 10/9/2022, & 10/12/2022)

INVITATION FOR BIDS

**City of Bartlesville
Robinwood Park Soccer Fields and Skate Park Lighting
Bid No. 2022-2023-011**

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 31st day of October, 2022 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 specifications on file in the Engineering Department, 3rd Floor, City Hall, 401 S. Johnstone, Bartlesville, Oklahoma 74003, (918) 338-4251. Specifications may be examined in this office, or they may be requested and received via email (kdtoulou@cityofbartlesville.org).

No documents will be mailed until payment is received in full.

A mandatory pre-bid conference will be held on October 21st, 2022 at 10:00 a.m. in the 3rd Floor Conference Room of City Hall, 401 S. Johnstone Ave., Bartlesville, Oklahoma 74003.

The major work on the project shall consist of reinstalling sixteen (16) existing MUSCO light poles and metal halide fixtures and installing electrical power for them. The light poles were salvaged from a recent baseball field renovation. Twelve (12) light poles are planned for installation at Robinwood Park Soccer Fields and four (4) light poles are planned for installation at the Lee Lake Skate Park.

Proposals shall be submitted in sealed envelopes and marked, "City Clerk, City Hall, 401 S. Johnstone, Bartlesville, Oklahoma 74003, **Robinwood Park Soccer Fields and Skate Park Lighting, Bid No. 2022-2023-011**". 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 29th day of September, 2022.


City Clerk

By: 
Deputy Clerk



BID REVIEW RECOMMENDATION

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A. SUBJECT:

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

B. ATTACHMENTS:

1. Project Locator Map
2. Bid Tabulation

II. PROJECT DESCRIPTION, STAFF COMMENTS AND ANALYSIS, AND BUDGET AMOUNT.

A. PROJECT DESCRIPTION:

This is a jointly-funded Community Development Block Grant Project utilizing a 50/50 match of funds from the U.S. Department of Housing and Urban Development as administered by the Oklahoma Department of Commerce, and the City of Bartlesville. This project consists of constructing new sidewalks and associated ADA ramps along 5th Street, from Sunset to Santa Fe, to facilitate safe routes for local pedestrians to access the multiple non-profit organizations and recreational facilities along 5th Street. Also included in this project is the rehabilitating of 5th Street's concrete pavement between Virginia and Santa Fe. All improvements will be located within public right-of-way.

B. STAFF COMMENTS AND ANALYSIS:

This project was advertised in the local newspaper, E-Plan Bidding, Dodge Data Analytics, and Southwest Construction News. Nine (9) invitations were sent out to contractors, a total of twelve (12) contractors requested and obtained copies of the bid documents, eight of those (8) contractors attended the mandatory pre-bid meeting, and four (4) submitted a bid.

The Bids were as follows:

Magnum Construction (Broken Arrow, OK)	\$729,535.00
KSL Dirtworks LLC (Bartlesville, OK)	\$489,900.00
Diversified Civil Contractors (Tulsa, OK)	\$566,345.00
J Graham Construction (Coffeyville, KS)	\$537,309.00

Each bid was evaluated for addendums, bid bonds, line-item prices, and arithmetic. Each bid had all of the necessary components and no errors were found.

C. BUDGET AMOUNT:

The original budget amount for this project was \$456,666.00 which included \$243,333 from Community Development Block Grant funds and \$243,333 from the City's Capital Reserve Street Funds. The lowest bid from KSL Dirtworks LLC, was \$489,900 which is \$33,234 over the original budget.

Staff has identified \$33,234 of additional funding from this year's budgeted ARPA Street Funds to offset the budget deficit, making the available budget equal to the lowest bid amount of \$489,900.

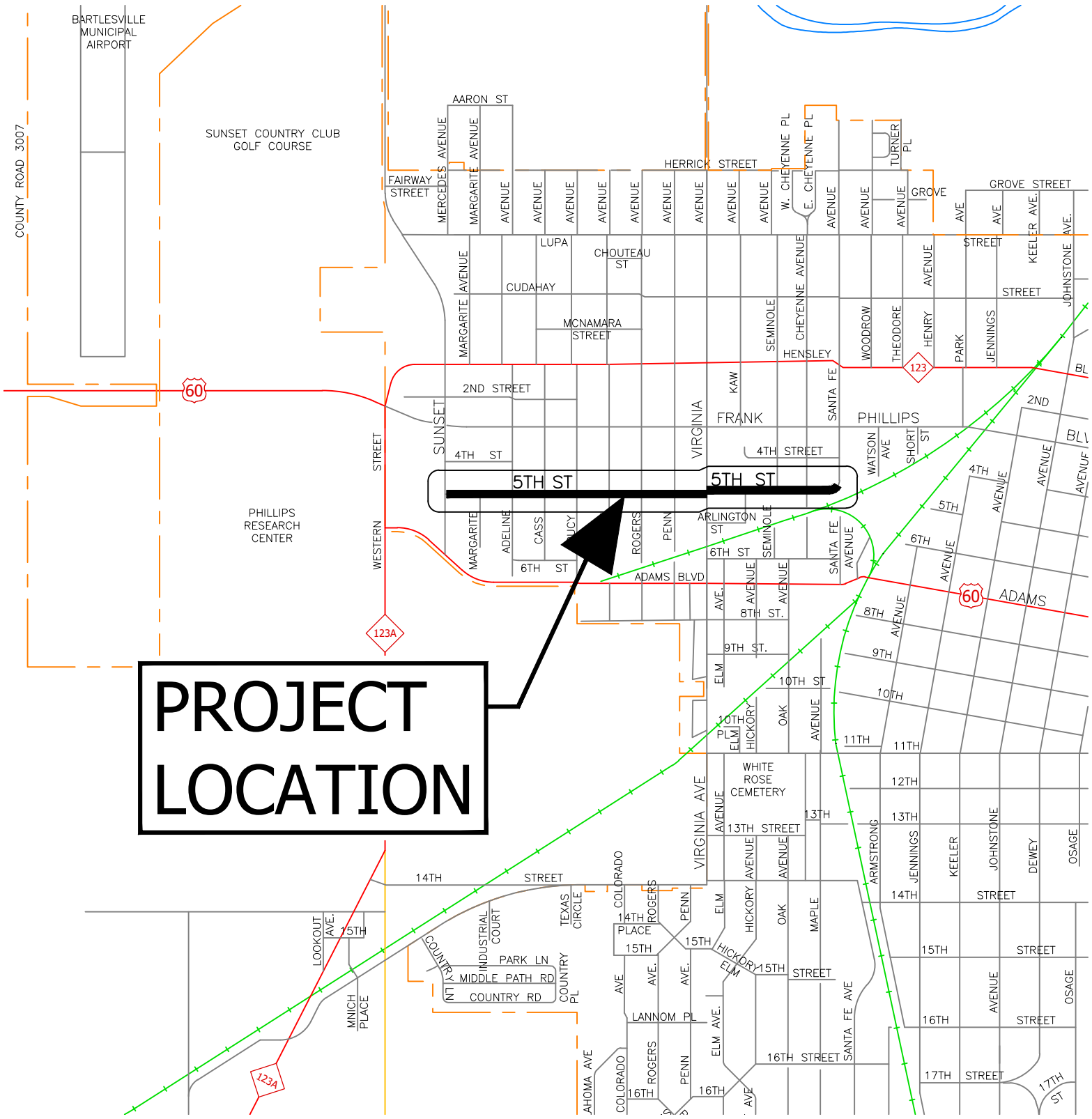
III. RECOMMENDED ACTION

KSL Dirtworks LLC is a Bartlesville-based full service general contracting company established in 2003, specializing in site preparation, underground utilities, and concrete and asphalt work. KSL has successfully completed multiple projects for the City of Bartlesville in the past and they have provided information confirming they currently have the bonding capacity and technical expertise to complete this project.

Staff therefore recommends awarding of the contract to KSL Dirtworks LLC for the amount of \$489,900.

Council Member

Date



**PROJECT
LOCATION**

CDBG 5th Street Paving & Sidewalks

PAY ITEM	ESTIMATED QUANTITY	UNIT	DESCRIPTION OF PAY ITEM	KSL Dirtworks		J Graham		Diversified Civil		Magnum Construction	
				UNIT BID PRICE	TOTAL BID AMOUNT	UNIT BID PRICE	TOTAL BID AMOUNT	UNIT BID PRICE	TOTAL BID AMOUNT	UNIT BID PRICE	TOTAL BID AMOUNT
1	1	LS	Mobilization, Traffic Control, Erosion Control & Restoration	\$ 35,000.00	\$ 35,000.00	\$ 23,000.00	\$ 23,000.00	\$ 30,000.00	\$ 30,000.00	\$ 74,000.00	\$ 74,000.00
2	3660	SY	Removal of Concrete Pavement and Base Materials up to 13" Thick	\$ 17.00	\$ 62,220.00	\$ 12.00	\$ 43,920.00	\$ 18.00	\$ 65,880.00	\$ 25.00	\$ 91,500.00
3	37	LF	Remove Concrete Curb & Gutter	\$ 30.00	\$ 1,110.00	\$ 50.00	\$ 1,850.00	\$ 10.00	\$ 370.00	\$ 26.00	\$ 962.00
4	33	LF	New Concrete Curb & Gutter	\$ 35.00	\$ 1,155.00	\$ 65.00	\$ 2,145.00	\$ 50.00	\$ 1,650.00	\$ 60.00	\$ 1,980.00
5	83	SY	Removal of Existing Sidewalk	\$ 25.00	\$ 2,075.00	\$ 45.00	\$ 3,735.00	\$ 10.00	\$ 830.00	\$ 25.00	\$ 2,075.00
6	610	CY	Aggregate Base, 6" ODOT Type A	\$ 44.00	\$ 26,840.00	\$ 75.00	\$ 45,750.00	\$ 25.00	\$ 15,250.00	\$ 69.00	\$ 42,090.00
7	3660	SY	Subgrade - ODOT Method B	\$ 2.00	\$ 7,320.00	\$ 2.00	\$ 7,320.00	\$ 4.00	\$ 14,640.00	\$ 6.00	\$ 21,960.00
8	3660	SY	Separator Fabric	\$ 2.00	\$ 7,320.00	\$ 4.00	\$ 14,640.00	\$ 2.50	\$ 9,150.00	\$ 2.50	\$ 9,150.00
9	3497	SY	Polypropylene Fiber Reinforced 7" Class A Dowel Jointed PCC Concrete	\$ 60.00	\$ 209,820.00	\$ 57.00	\$ 199,329.00	\$ 70.00	\$ 244,790.00	\$ 87.00	\$ 304,239.00
10	175	SY	6" Concrete Driveway Approach (High Early Strength-HES)	\$ 55.00	\$ 9,625.00	\$ 70.00	\$ 12,250.00	\$ 90.00	\$ 15,750.00	\$ 114.00	\$ 19,950.00
11	912	SY	Concrete Sidewalk, 4" Thick	\$ 55.00	\$ 50,160.00	\$ 90.00	\$ 82,080.00	\$ 80.00	\$ 72,960.00	\$ 74.00	\$ 67,488.00
12	71	SY	ADA Ramp (Modified "Type 'A'")	\$ 75.00	\$ 5,325.00	\$ 150.00	\$ 10,650.00	\$ 150.00	\$ 10,650.00	\$ 128.00	\$ 9,088.00
13	341	SF	Tactile Warning Device	\$ 30.00	\$ 10,230.00	\$ 40.00	\$ 13,640.00	\$ 25.00	\$ 8,525.00	\$ 40.00	\$ 13,640.00
14	1	LS	Custom Concrete Box Drain w Sidewalk & V-Channel	\$ 7,700.00	\$ 7,700.00	\$ 22,000.00	\$ 22,000.00	\$ 22,000.00	\$ 22,000.00	\$ 2.00	\$ 2.00
15	1	LS	Drain Pipe Replacement at Alley Crossing (east of Penn Ave)	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,200.00	\$ 3,200.00
16	1	LS	Drainage Crossing Structure (5-ft span w/ curb)	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,700.00	\$ 4,700.00	\$ 3,350.00	\$ 3,350.00
17	1	LS	Drainage Crossing Structure (3-ft span, no curb)	\$ 4,000.00	\$ 4,000.00	\$ 6,500.00	\$ 6,500.00	\$ 5,700.00	\$ 5,700.00	\$ 6,900.00	\$ 6,900.00
18	1	EA	Engineer's Allowance	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
			TOTAL		\$ 489,900.00		\$ 537,309.00		\$ 566,345.00		\$ 711,574.00



BID REVIEW RECOMMENDATION

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A. SUBJECT:

Discuss and take possible action to award Bid No. 2022-2023-011 for Robinwood Soccer Field Lighting.

B. ATTACHMENTS:

None

II. PROJECT DESCRIPTION, STAFF COMMENTS AND ANALYSIS, AND BUDGET AMOUNT.

A. PROJECT DESCRIPTION:

One of the priority projects included on the voter approved 2020 General Obligation (GO) Bond ballot is the Robinwood Park Soccer Field Lighting project. The project consists of installing salvaged MUSCO field lighting on the south three soccer fields at Robinwood Park. Sixteen (16) 60' tall light poles and associated light fixtures were salvaged from the Price Fields Phase 3 project with the intent to repurpose at Robinwood Park. The scope of work includes providing new primary and secondary electric for the lights and coordination with MUSCO to provide a turnkey, fully functional field lighting system.

The field lighting plan that MUSCO came up with only required twelve (12) of the sixteen (16) field lights, so staff decided to include a bid alternate component to use the remaining four (4) field lights at the Lee Lake Skate park. The final design and subsequent bid were structured to include a base bid for the Robinwood Park Soccer Field lighting and an add alternate for Lee Lake Skate Park lighting. The bid was also structured to include add alternates to utilize new LED light fixtures at Robinwood and Lee Lake. Therefore, the bid included a base bid and three (3) add alternates.

B. COMMENTS:

In addition to advertising in the local newspaper, E-Plan Bidding, Dodge Data Analytics, and Southwest Construction News, seven (7) bid invitations were mailed to regional contractors, two (2) contractors attended the mandatory pre-bid meeting, and two (2) submitted a bid. The base bids were as follows:

- **Electrical Express (Edmond, OK)**

- Base Bid.....\$306,000.00
- Skate Park Alternate\$117,400.00
- Robinwood LED Alternate\$310,000.00

- Skate Park LED Alternate\$107,000.00
- **Barrier Electric (Tulsa, OK)**
 - Base Bid.....\$323,900.00
 - Skate Park Alternate\$136,250.00
 - Robinwood LED Alternate\$234,530.00
 - Skate Park LED Alternate\$85,905.00

The bids were evaluated for addendums, bid bonds, line item prices, and arithmetic. The bids had all necessary components, and no arithmetic errors were found. Each contractor eliminated the \$30,000 Engineer’s Allowance bid item from their Alternate A2 and A3 bids since their belief was that this item would cover any additional parts required to make the existing light fixtures function as part of the Base Bid and Skate Park Alternate. Barrier Electric bid Alternates A2 and A3 to replace the MUSCO portion of the Base Bid and Alternate for a total of \$339,945.00 if awarding the LED option for Robinwood Park. Express Electric bid Alternates A2 and A3 as complete replacement of the Base Bid and Skate Park alternate, respectively, making their bid for the LED option at Robinwood Park \$310,000.00.

C. BUDGET AMOUNT:

\$350,000.00 has been approved for this project as part of the 2022 issuance of the 2020 GO Bond. The low base bid of \$306,000.00 by Electrical Express is \$44,000 under the available budget. Adding Alternate A1 for Skate Park lighting increases the total to \$423,400.00 which is \$73,400 over the available budget. Awarding LED alternate at Robinwood Park and excluding any work at the Skate Park pushes the total to \$310,000.00. This option is \$40,000.00 under the available budget. There are no options to include lighting at both parks that aren’t substantially over the available budget.

To date in FY 22-23, all capital project and equipment bids have been over budget except this project. Equipment and contract work appear to be affected by high inflation similar to what the rest of the economy is experiencing. There are multiple other park projects included in the same 2022 GO Bond issuance that are currently under design and yet to bid. Therefore, staff believes it to be in the City’s best interest to only award the alternate bid component for Robinwood Park.

III. RECOMMENDED ACTION

Electrical Express, LLC is an electrical contractor based out of Edmond, Oklahoma. They specialize in field lighting projects and maintenance contracts. The City of Bartlesville has not contracted with Electrical Express before. However, they have a history of working with MUSCO on field lighting projects and have provided evidence that they have the experience and financial capabilities to complete this project.

Staff recommends awarding Alternate A2 to Electrical Express, LLC in the amount of \$310,000.00, with the understanding that this is a turnkey project for LED lighting at Robinwood Park Soccer Fields that completely replaces the Base Bid and excludes the \$30,000 Engineer’s Allowance bid item.

/s/ Jim Curd, Jr.

Council Member or Staff Member

November 3, 2022

Date

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

An Ordinance granting a non-exclusive permit to Dobson Technologies, Inc for the Construction and Operation of a Cable system (Franchise Agreement)

Attachments:

An Ordinance of the City of Bartlesville, Granting a non-exclusive permit to Dobson technologies, Inc for the construction and operation of a cable system

II. STAFF COMMENTS AND ANALYSIS

Dobson Fiber had contacted the City of Bartlesville, for interests in establishing competition in the Internet Market within the City of Bartlesville. Staff was presented with projects currently under development and recently completed projects demonstrating their experience with cities of like size and population. The language contained in this agreement is standard language used across the State of Oklahoma and very similar to our current active Cable Franchise agreements. Franchise fee is set at 5% of the gross revenues that Dobson would collect if and when they provide Cable service and 5% of the portion of gross revenues from advertising, which are defined as a permit fee. At this time, there is no plan by Dobson to provide cable service only Internet packages. This agreement has been sent to the City Attorney for review, but utilizes standard language utilized around the state of Oklahoma for such agreements.

III. RECOMMENDED ACTION

Staff Recommends approval of the Ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BARTLESVILLE, OKLAHOMA GRANTING A NON-EXCLUSIVE PERMIT TO DOBSON TECHNOLOGIES, INC FOR THE CONSTRUCTION AND OPERATION OF A CABLE SYSTEM.

WHEREAS, the City's role as manager of public rights-of-way and easements and as a regulator of cable service requires it to maintain a fair and level playing field for all such service providers; and

WHEREAS, City and Dobson have determined that it is in the best interest of all parties, including the citizens of City, that Dobson be granted the right to construct and operate a cable system to provide cable services within the City; and

WHEREAS, the City Council of the City of Bartlesville has relied on Dobson's representations and has considered all information presented to it by Dobson, by City staff, and the public, and has determined that Dobson has the technical, legal and financial ability to construct and operate a cable system and to provide cable services; and

WHEREAS, based upon such representations, the City Council of the City of Bartlesville has determined that it would be in the best interests of the City to grant Dobson a non-exclusive permit to construct, install, maintain and operate a cable system in the City, subject to the terms and conditions set forth herein and applicable federal, state, and municipal statutes, regulations and ordinances, is consistent with the public interest.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BARTLESVILLE THAT THE FOLLOWING ORDINANCE BE ENACTED:

SECTION 1: Definition of Terms

For the purpose of this ordinance (the "Ordinance"), the following terms, phrases, words and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

(A) "Affiliate" means an entity which owns or controls, is owned or controlled by, or is under common ownership or control with Dobson.

(B) "Basic Cable" means the tier of Cable Service regularly provided to all Subscribers that includes the retransmission of local broadcast television signals.

(C) "Cable Service" means services provided over any Internet based protocol such as voice over Internet protocol and over-the-top video content like what is provided by Netflix, Amazon Prime, Hulu, HBO Max, etc..

(D) "Cable System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment or other equipment that

is designed to provide Cable Service or other service to Subscribers. Dobson's cable system will be a fiber to the home/business network within the City utilizing the latest GPON/XGS PON infrastructure. In addition, the Cable System will be capable of delivering high speed, symmetrical, bi-directional Internet to business and residential customers ranging from 80 Mbps to 10 Gbps.

(E) "City" means the City of Bartlesville, Oklahoma, a municipal corporation.

(F) "Dobson" means Dobson Technologies, Inc. dba Dobson Fiber, or the lawful successor, transferee, or assignee thereof.

(G) "FCC" means Federal Communications Commission, or successor governmental entity thereto.

(H) "Permit" means the initial authorization, or renewal thereof, issued by the City, regardless of whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, or otherwise, which authorizes construction and operation of the Cable System for the purpose of offering Cable Service or other service to Subscribers.

(I) "Person" means an individual, partnership, association, joint stock company, trust corporation, or governmental entity.

(J) "Public Way" means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by City in the Service Area which shall entitle City and Dobson to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. "Public Way" also means any easement now or hereafter held by City within the Service Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle City and Dobson to the use thereof for the purposes of installing or transmitting Dobson's Cable Service or other service over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System.

(K) "Service Area" means the present municipal boundaries of the City and all areas annexed into the City in the future.

(L) "Subscriber" means a user of the Cable System who lawfully receives Cable Service with Dobson's express permission.

(M) "Video Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2: Grant of Permit

2.1 **Grant; Build-Out Requirements.** City hereby grants to Dobson a nonexclusive Permit which authorizes Dobson to construct and operate a Cable System and offer Cable Service and other service in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System. Nothing in this Permit shall be construed to prohibit Dobson from offering any service over its Cable System that is not prohibited by applicable law. Dobson shall build out the Cable System over a reasonable period of time, and provided that the City timely issues permits and other owners and users of critical infrastructure (such as utility poles) do not cause delay, not less than 50% build-out in two years and 90% build-out in three years to every residence (provided that there is a request for Cable Service from Dobson in such area and excluding any home subscribing to any satellite service) within the Service Area where there is a minimum density of at least thirty (30) residences per linear strand mile of cable as measured from Dobson's closest commercially reasonable tie-in point that is actively delivering Cable Service as of the date of such request for service. If such residence is located within one hundred twenty-five (125) feet of Dobson's feeder cable, the Cable Service will be provided at Dobson's published rate for standard installations. Cable Service offered to Subscribers pursuant to this Article shall be conditioned upon Dobson having legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided. Nothing herein shall be construed to limit Dobson's ability to offer or provide bulk rate discounts or promotions.

2.2 **Term.** The Permit granted pursuant to this Ordinance shall be for a term of ten (10) years from the passed and adopted date of the Permit unless otherwise lawfully terminated in accordance with the terms of this Ordinance.

2.3 **Acceptance.** Dobson shall accept the Permit granted pursuant hereto by signing this Ordinance and filing same with the City Clerk within sixty (60) days after the passage and final adoption of this Ordinance.

2.4 **Favored Nations.** In the event City enters into or has entered into a Permit of any kind with any Person other than Dobson to enter into the Public Ways for the purpose of constructing or operating a Cable System or providing Cable Service or video service to any part of the Service Area, the material provisions thereof shall be reasonably comparable to those contained herein, in order that one operator not be granted an unfair competitive advantage over another, and to provide all parties equal protection under the law.

If another provider of Cable Services, video services or other television services utilizing any system or technology requiring use of the Public Way in the Service Area, is lawfully authorized by any governmental entity or otherwise exempt from obtaining a permit as provided for in this Ordinance in order to provide such services, City hereby agrees that, upon a request from Dobson, as a matter of law, Dobson's Permit will be modified within thirty (30) days of the granting of such authorization or exemption for the purpose of establishing the same terms and

conditions as such person(s) on a competitively neutral basis. Except as specifically provided in this paragraph, neither City nor Dobson shall be permitted to take any unilateral action that materially changes the explicit mutual promises and covenants contained in this Permit, and any changes, modifications or amendments to this Permit must be made in writing, signed by City and Dobson.

2.5 **Change of Law.** In the event the federal, state or local law, rules or regulations are amended, modified or created that have the effect of modifying the terms and conditions of this Permit during the Term or any extension thereof, Dobson has the sole option to terminate this Permit upon ninety (90) days' notice to City. Nothing in this Permit shall impair the right of Dobson to terminate this Permit and, at Dobson's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity (such as the State of Oklahoma). To the extent that Dobson obtains an authorization to operate a network and serve customers under applicable laws in lieu of this Permit, Dobson shall have the right to terminate this Permit upon 90 days prior written notice to City.

2.6 **Renewal of Permit.** Prior to the end of the Permit term, City and Dobson agree to enter into good faith negotiations regarding the renewal, modification, and/or extension of this Permit.

SECTION 3: Standards of Service

3.1 **Conditions of Street Occupancy.** All transmission and distribution structures, poles, other lines, and equipment installed or erected by Dobson pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways. Dobson shall comply with all right-of-way and easement management ordinances and/or regulations enacted by City, including such ordinances and/or regulations enacted after the effective date of this Permit.

3.2 **Restoration of Public Ways.** If during the course of Dobson's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by Dobson, it shall, at its expense, replace and restore such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance.

3.3 **Relocation at Request of Permitting Authority.** Upon its receipt of reasonable advance notice, Dobson shall, at its own expense, protect, support, temporarily disconnect, relocate in the Public Way, or remove from the Public Way, any property of Dobson when lawfully required by City by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of structures or improvements by; City; but, Dobson shall in all cases have the right of abandonment of its property. If public funds are available to any company using such street, easement, or right of way for the purpose of defraying the cost of any of the foregoing, such funds shall also be made available to Dobson.

3.4 **Relocation at Request of Third Party.** Dobson shall, on the request of any Person holding a building or other structure moving permit issued by City, temporarily raise or lower its

wires to permit the moving of such building or other structure, provided: (a) the expense of such temporary raising or lowering of wires is paid by such Person, including, if required by Dobson, making such payment in advance; and (b) Dobson is given not fewer than ten (10) business days' advance written notice to arrange for such temporary wire changes.

3.5 **Trimming of Trees and Shrubbery.** Dobson shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Service Area so as to prevent branches from coming in contact with Dobson wires, cables, or other equipment. Dobson shall reasonably compensate City or property owner for any damages caused by such trimming.

3.6 **Safety Requirements.** Construction, installation, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with applicable FCC or other federal, state, and local regulations. The Cable System shall not unreasonably endanger or interfere with the safety of persons or property in the Service Area.

3.7 **Aerial and Underground Construction.** In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, Dobson likewise shall construct, operate, and maintain all of its transmission and distribution facilities underground; provided that such facilities are actually capable of receiving Dobson's cable and other equipment without technical degradation of the Cable System's signal quality. In those areas of the Service Area where the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are both aerial and underground, Dobson shall have the sole discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aurally or underground. Nothing contained in this paragraph shall require Dobson to construct, operate, and maintain underground any ground-mounted appurtenances such as subscriber taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, power supplies, pedestals, or other related equipment. Notwithstanding anything to the contrary contained in this paragraph, in the event that all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are placed underground after the effective date of this Ordinance, Dobson shall only be required to construct, operate, and maintain all of its transmission and distribution facilities underground if it is given reasonable notice and access to the public utilities' facilities at the time that such are placed underground.

3.8 **Subscriber Charges for Extensions of Service.** No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of this Ordinance, Dobson shall only be required to extend the Cable System to Subscribers in that area if the Subscribers are willing to pay the capital costs of extending the Cable System. Dobson may require that such Subscribers pay the capital contribution for construction in advance. Subscribers also shall be responsible for any standard/non-standard installation charges to extend the Cable System from the tap to the residence.

3.9 **Pole Attachments.** Utility poles owned by City or an affiliated entity shall be available for use by Dobson. Dobson shall pay City the maximum cable services pole rental rate as determined by the rules of the FCC for the use of poles owned by City or its affiliate, but not to

exceed the amount paid by any other Cable Service provider attaching to such poles pursuant to a current and effective pole agreement.

SECTION 4: Revelation by Permitting Authority

4.1 **Permit Fee.** During the term of this Permit, Dobson shall pay to City a fee equal to five percent (5%) of the gross revenues that Dobson and its affiliates collected from each subscriber to Dobson’s Cable Services, and five percent (5%) of the portion of gross revenues from advertising which are defined below the fee (“Permit Fee”). The Permit Fee may be identified and passed through on any subscriber bill by Dobson, and all such fees collected will be forwarded to City quarterly and shall be due forty-five (45) days after the end of each calendar quarter.

(A) For purposes of this Permit, gross revenues are limited to the following:

- (1) recurring charges for Cable Services;
- (2) event-based charges for Cable Services, including but not limited to pay-per-view and video-on-demand charges;
- (3) rental of set top boxes and other Cable Services equipment;
- (4) service charges related to the provision of Cable Services, including, but not limited to, activation, installation, and repair;
- (5) administrative charges related to the provision of Cable Services, including, but not limited to, service order and service termination charges; and
- (6) amounts billed to Cable Services subscribers to recover the Permit Fee authorized by this section.

(B) For purposes of this Permit, gross revenues do not include:

- (1) uncollectible fees, provided that all or part of uncollectible fees which is written off as bad debt but subsequently collected, less expenses of collection, shall be included in gross revenues in the period collected;
- (2) late payment fees;
- (3) revenues from contracts for in-home maintenance service unless they relate solely to maintenance on equipment used only for the provisioning of Cable Services and not for the provisioning of any other service provided by Dobson or its affiliates;
- (4) amounts billed to Cable Services subscribers to recover taxes, fees or surcharges imposed upon Cable Services subscribers in connection with the provision of Cable Services, other than the Permit Fee authorized by this section;

(5) revenue from the sale of capital assets or surplus equipment; or

(6) charges, other than those described in subsection (A), that are aggregated or bundled with amounts billed to Cable Services subscribers.

(C) Gross revenues which are subject to the Permit Fee paid by Dobson additionally include a pro rata portion of all revenue collected by Dobson pursuant to compensation arrangements for advertising (less any commissions Dobson receives from any third parties for advertising) and home-shopping sales derived from the operation of Dobson's Cable System within the Service Area. Advertising commissions paid to third parties (excluding any refunds, rebates, or discounts the Company may make to advertisers) shall not be deducted from advertising revenue included in gross revenue. The allocation of advertising and home-shopping revenue referred to above shall be based on the number of subscribers in City divided by the total number of subscribers in relation to the relevant regional or national compensation arrangement.

(D) Bundling discounts shall be apportioned fairly among video and other services. Dobson shall not apportion revenue in such a manner as to avoid the Permit Fee.

(E) The Permit Fee shall not apply to Internet access or Internet-based telephone services offered by Dobson. If the FCC or any other federal or state governmental authority with jurisdiction to do so authorizes the collection of such a fee during the term of this Permit, then Dobson shall, upon reasonable notice of the imposition of such a fee by City that applies equally to all Internet access or Internet-based telephone service providers within the Service Area, commence remittance of a fee in the amount of not more than five percent (5%) of the gross revenues collected from the sale of such Internet access or Internet-based telephone services during the remaining term of this Permit; provided that City and Dobson agree to the specific amount in an amendment to this Ordinance/Permit. *This exclusion shall not apply to the payment of statutory "911" fees; such fees shall be collected and remitted by Dobson beginning the effective date of this Permit as required by applicable law.*

(F) In the event that any other video services provider, including but not limited to a cable operator or open video service provider, enters into any agreement or makes any arrangement with City during the term of this Permit whereby it is required or allowed to pay a fee to City that is similar to the Permit Fee described herein, this Permit shall be amended to allow Dobson to substitute the definition of "gross revenue" set forth in that agreement or arrangement for the definition of "gross revenue" set forth in this Permit immediately upon request of Dobson.

Dobson and City agree that the Permit Fee shall be in lieu of all other concessions, charges, excises, franchise, license, privilege, permit fees, taxes, or assessments except sales taxes, personal or real property taxes, and act valorem taxes.

4.2 **Rates and Charges.** City may not regulate the rates for the provision of Cable Service or other service, including, but not limited to, ancillary charges relating thereto, except as expressly provided herein and except as may be authorized pursuant to federal and state law. From time to time, and at any time, Dobson has the right to modify its rates and charges, at its discretion and without consent of City, including, but not limited to, the implementation of additional charges

and rates; provided, however, that Dobson shall give notice to City of any such modifications or additional charges thirty (30) days prior to the effective date thereof.

4.3 **Conditions of Sale.** Except to the extent expressly required by federal or state law, if a renewal or extension of the Permit is denied or the Permit is lawfully terminated, and City either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at a fair market value, determined on the basis of the Cable System valued as a going concern.

Dobson and City agree that in the case of a lawful revocation of the Permit, at Dobson's request, which shall be made in its sole discretion, Dobson shall be given a reasonable opportunity to effectuate a transfer of its Cable System to a qualified third party. City further agrees that during such a period of time, it shall authorize Dobson to continue to operate pursuant to the terms of its prior Permit; however, in no event shall such authorization exceed a period of time greater than six (6) months from the effective date of such revocation. If, at the end of that time, Dobson is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to City, Dobson and City may avail themselves of any rights they may have pursuant to federal or state law; it being further agreed that City's continued operation of its Cable System during the six (6)-month period shall not be deemed to be a waiver, nor an extinguishment of; any rights of either City or Dobson. Notwithstanding anything to the contrary set forth in this paragraph, neither City nor Dobson shall be required to violate federal or state law.

4.4 **Transfer of Permit.** All of the rights and privileges and all of the obligations, duties and liabilities created by this Permit shall pass to and be binding upon the successors of City and the successors and assigns of Dobson and the same shall not be assigned or transferred without the written approval of the City Council, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, that this Section shall not prevent the assignment or hypothecation of the Permit by Dobson as security for debt without such approval; and provided further that transfers or assignments of this Permit between any parent and subsidiary corporation or between entities of which at least fifty percent (50%) of the beneficial ownership is held by the same person, persons, or entities which are controlled or managed by the same person, persons, or entities, shall be permitted without the prior approval of City ("intracompany transfers"). Dobson shall notify City in writing within thirty (30) days of the closing of such intracompany transfer.

SECTION 5: Compliance and Monitoring

5.1 **Books and Records.** Dobson agrees that City may review such of Dobson's books and records, during normal business hours and on a nondisruptive basis, as are reasonably necessary to monitor compliance with the financial terms hereof. Such records include, but are not limited to, any public records required to be kept by Dobson pursuant to the rules and regulations of the FCC. Notwithstanding anything to the contrary set forth herein, Dobson shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. City agrees to treat any information disclosed to it by Dobson as confidential, to the extent not prohibited by law, and to disclose it only to employees, representatives, and agents of City that have a need to know, or in order to enforce the provisions hereof.

SECTION 6: Insurance, indemnification, and Bonds or Other Surety

6.1 **Insurance Requirements.** Dobson shall maintain in full force and effect during the term of the Permit, at its own cost and expense, Comprehensive General Liability Insurance in the amount of at least \$1,000,000. Such insurance shall designate City as an additional insured to the liability limits imposed by the Oklahoma Governmental Tort Claims Act, 51 O.S. §151, *et seq.*

6.2 **Indemnification.** Dobson agrees to indemnify, save and hold harmless, and defend City, its officers, boards and employees, from and against any liability for damages and for any liability or claims, in each case resulting from property damage or bodily injury (including accidental death) which arise out of Dobson's construction, operation or maintenance of its Cable System, including, but not limited to, reasonable attorneys' fees and costs.

6.3 **Bonds and other Surety.** Except as expressly provided herein, Dobson shall not be required to obtain or maintain bonds or other surety as a condition of being awarded the Permit or continuing its existence. City acknowledges that the legal, financial, and technical qualifications of Dobson are sufficient to afford compliance with the terms of the Permit and the enforcement thereof. Dobson and City recognize that the costs associated with bonds and other surety may ultimately be borne by the Subscribers in the form of increased rates for Cable Service or other service. In order to minimize such costs, City agrees to require bonds and other surety only in such amounts and during such times as there is a reasonably demonstrated need therefor. City agrees that in no event, however, shall it require a bond or other related surety in an aggregate amount greater than \$100,000 conditioned upon the substantial performance of the material terms, covenants, and conditions of the Permit. Initially, no bond or other surety shall be required. In the event that one is required in the future, City agrees to give Dobson at least sixty (60) days' prior written notice thereof stating the exact reason for the requirement. Such reason must demonstrate a change in Dobson's legal, financial, or technical qualifications which would materially prohibit or impair its ability to comply with the terms of the Permit or afford compliance therewith.

SECTION 7: Internet Access Service for Public Buildings; Emergency Alert

7.1 **Internet Access for Public Buildings.** In lieu of any public, educational or governmental video channels (PEG channels), during the term of this Permit, Dobson shall provide to City, at no charge, its fiber-based, bi-directional, symmetrical Internet service with speeds of up to 1 Gbps x 1 Gbps upload to one municipal public building that is located within Dobson's targeted serving area that has been shared with the City and is designated by the City in writing to Dobson (the "Public Building Service"). Installation costs and equipment charges relating to the Public Building Service shall be paid by Dobson up to a maximum of \$25,000. The Public Building Service shall be used solely for Internet access and not for any business or commercial use, any emergency system use, or any mission critical use. Accordingly, while Dobson shall use commercially reasonable efforts to ensure that the Public Building Service is available 24 hours per day, 7 days per week, consistent with its own network availability, Dobson shall have no liability whatsoever to the City or otherwise under this Permit for any failure or unavailability of the Public Building Service. Buildout and availability of the Public Building Service shall occur concurrently with Dobson's planned buildout of the Cable System, but in any event, as quickly as commercially practicable, once the Cable System has been constructed in the immediate vicinity of such locations.

7.2 **Emergency Alert.** Dobson shall comply with the federal Emergency Alert System regulations (47 C.F.R. Part 11).

SECTION 8: Miscellaneous Provisions

8.1 **Preemption.** If the FCC or any other federal or state body or agency shall now or hereafter exercise any paramount jurisdiction over the subject matter of the Permit, then, to the extent such jurisdiction shall preempt and supersede or preclude the exercise of the like jurisdiction by City, the jurisdiction of City shall cease and no longer exist.

8.2 **Employment Requirements.** Dobson shall afford equal opportunity in employment to all qualified persons. No person shall be discriminated against in employment because of race, color, sex, religion, gender, national origin, age, familial status or disability. Dobson shall maintain and carry out a continuing program of specific practices designed to assure equal opportunity in every aspect of its employment policies and practices.

8.3 **Notice.** Unless otherwise provided by federal, state or local law, all notices, reports or demands pursuant to this Ordinance/Permit shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, or by nationally or internationally recognized courier service (such as Federal Express). If questioned, the party sending a notice shall have the burden to prove receipt or rejection. Rejected notices shall be deemed delivered. The parties may designate such other address or addresses from time to time by giving notice to the other in the manner provided for in this section.

If to City: City Clerk
City of Bartlesville
401 S. Johnstone Ave.
Bartlesville, OK 74003

If to Dobson: Dobson Technologies, Inc.
14101 Wireless Way
STE 300
Oklahoma City, OK 73134
Attn: Legal Notices

8.4 **Descriptive Headings.** The captions to Sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

8.5 **Severability.** If any Section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of the Permit or any renewal or renewals thereof.

8.6 **Force Majeure.** Dobson shall not be held in default under, or in noncompliance with, the provisions of the Permit, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of Dobson to control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Dobson's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

PASSED, APPROVED AND ADOPTED BY THE CITY OF BARTLESVILLE CITY COUNCIL THIS _____ DAY OF _____, 2022.

By: _____
Title: Mayor

(SEAL)
ATTEST:

By: Jason Muninger, City Clerk

APPROVED AS TO FORM AND LEGALITY THIS _____ DAY OF _____,
2022.

By: _____
Title: City Attorney

ACCEPTANCE BY PERMIT HOLDER

Accepted this _____ day of _____, 2022, subject to applicable federal, state and local law.

DOBSON TECHNOLOGIES, INC

By: _____

Name: Jim Horsburgh

Title: Chief Strategy Officer

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action on an application for release of City liens by Kyle Persaud on behalf of Caleb Swanson, for property located at 818 SE Seneca Avenue, legally described as Lot 12, Block 7, Guthrie Addition, Bartlesville, Washington County, Oklahoma.

Attachments:

- Exhibit A:** Application
- Exhibit B:** Treasurer’s Deed

II. STAFF COMMENTS AND ANALYSIS

Kyle Persaud, representing Caleb Swanson, has filed an application (**Exhibit A**) requesting that the City release its liens on a vacant lot located at 818 SE Seneca Avenue. Mr. Swanson purchased this property on June 13, 2022 from the County Treasurer at the County’s tax resale auction of tax delinquent properties, held annually the second Monday in June (see Treasurer’s Deed at **Exhibit B**).

Location Map



Mr. Swanson paid \$482.41 for the vacant lot. The County Assessor lists the land value at \$3,170. The City liens on the property amount to \$6,599.67 for the City’s expense in removing a

dilapidated structure in 2018, and for cleaning and mowing the property on six separate occasions from March 2018 to March 2022, summarized in the table below.

Lien Summary

818 SE SENECA LOT 12, BLOCK 7, GUTHRIE'S ADDITION, BARTLESVILLE, WASHINGTON, COUNTY		
Recording Date	Type of Lien	Dollar Amount
3/29/2022	Weeds and Trash	\$181.34
7/12/2021	Cleaning and Mowing	\$206.99
4/27/2021	Cleaning and Mowing	\$205.91
8/2/2019	Cleaning and Mowing	\$178.23
10/5/2018	Removal of Dilapidated Structure	\$5,400.00
8/24/2018	Cleaning and Mowing	\$260.96
3/16/2018	Cleaning and Mowing	\$166.24
3/8/2018	Notice of Dilapidation and Lien	None; Notice to owner that property may be demolished by City after 30 days
TOTAL		\$6,599.67
		Note: Does not include County interest and administrative fees

Mr. Persaud states in the application that Mr. Swanson wishes to build a modular home on the lot. Information on that home is attached to his application in **Exhibit A**. Mr. Persaud further states that if the City does not release these liens, Mr. Swanson likely will not be able to pay the liens off, the property will remain vacant, and it would likely be sold again at a future County tax resale. He states that the City will derive no benefit from continuing to enforce the liens.

City staff responds that most of the lien amount comes from the removal of a dilapidated structure on the lot, at public expense, that was determined through a code enforcement hearing process to be a nuisance and a hazard to the health, safety, or welfare of the general public. City staff is now trying to recover those public funds. The removal of the dilapidated structure would have been a necessary site development cost for any future owner of the property. The applicant is in effect requesting public funds to pay for a private development cost. Mr. Swanson can arrange for a payment plan with the City to pay the liens off in installments. Alternatively, he can sell the lot to an affordable housing provider in the community, that would qualify for a lien release.

Because public funds are spent in abating properties, City staff requires applicants to show a *municipal public purpose* in a lien release, in order for Staff to recommend approval. A municipal public purpose may be shown by the following:

- A. The market value of the property is less than the lien amount and recording costs associated with the lien; and
- B. The applicant plans imminent development of the property providing *measurable value* to the city by increasing the tax base, creating jobs, or providing other measurable value to the city; and

- C. The *measurable value* is equal to or greater than the City's costs of abatement, or otherwise fulfill a *municipal public purpose* as determined by City Council; and
- D. Any lien release will be effective only upon completion of the project and issuance of a certificate of occupancy. The City may require that the applicant enter into an agreement to complete the project, and may require financial security to ensure completion.

City staff estimates that the proposed house on the property would not generate property tax to the City in an amount equal to or greater than the amount of the liens.

III. RECOMMENDED ACTION

Staff recommends denial of the application for release of the City liens, unless the applicant can show a municipal public purpose for the lien releases, by showing one of the following:

1. Measurable value to the public through future property tax revenues to the City, in an amount equal to or greater than the City's cost of abatement, or
2. A *municipal public purpose* as determined by City Council. City Council has found a municipal public purpose for a lien release for construction of one single-family residence where the owner was a recognized provider of affordable housing to the community (for example, Nehemiah Community Development Corporation, and Habitat for Humanity), and the owner entered into an agreement with the City.

Please place this item on the City Council agenda for Monday, November 7, 2022 for its consideration.

EXHIBIT A



City of Bartlesville CITY LIEN RELEASE / MODIFICATION POLICY AND APPLICATION INSTRUCTIONS

It is the policy of the City of Bartlesville to promote revitalization and reinvestment in derelict property in the city that may be difficult to develop because of accumulated code enforcement and abatement related liens.

It is also the City's policy to be responsible stewards of public money, and to recover public money spent on abatement of derelict properties that violate city code and that endanger life, health, safety welfare, and property values of the community.

To implement both of these policies, the City allows property owners to apply for a partial or full release of certain code enforcement and abatement related liens under particular circumstances. Applications are heard by City Council.

Conditions for application:

1. Only the owner of the subject property may apply.
2. The applicant shall affirm that *at the time the lien(s) were incurred, the applicant was not an owner of the property*, an agent or other representative of the owner of the property, related to the owner of the property, or an officer, director, employee, or agent of an entity that owned the property.
3. The property currently is being maintained in accordance with City Code.
4. Any new liens levied during the applicant's ownership of the property must be paid in full prior to or simultaneously with this application.
5. The attached application must be complete to be accepted, along with a non-refundable application fee of \$50, paid at the time of application submission.
6. Fees for recording/releasing the liens must also be paid by the applicant.
7. The release of the city lien(s) must fulfill a *municipal public purpose*.
8. **Abatement liens and municipal public purpose.** Where the property has city lien(s) for the cost of abatement of the property by the City (for example, mowing, clean up, or demolition and removal of a dilapidated structure), an applicant must meet at least the following criteria to show a *municipal public purpose* and be eligible for a release of abatement liens:

A. The market value of the property (as determined by the County Assessor) is less than the lien amount and recording costs associated with the lien.

B. *Measurable value.* The applicant must have planned imminent development of the property through new construction, substantive rehabilitation, or other development project on the property that will provide *measurable value* to the city by increasing the tax base, creating jobs, or providing other measurable value to the city.

C. The *measurable value* provided to the city shall be equal to or greater than the City's costs of abatement (including the recording and administrative costs associated with the lien(s) and their release), or otherwise fulfill a *municipal public purpose* as determined by City Council.

D. Any lien release based upon a proposed development of the property will be effective only upon completion of the project, as evidenced by a final inspection, certificate of occupancy, or similar documentation. The City may require that the applicant enter into an agreement to complete the project, and may require financial security to ensure completion.



CITY LIEN RELEASE / LIEN MODIFICATION APPLICATION

SUBJECT PROPERTY INFORMATION (all information is required; attach additional sheets if needed)		
Street Address: 818 S. Seneca	Existing Use(s) on Property: vacant land	Zoning District: RS-5
Parcel ID Number: 01045-007012-000000-01	Tax Assessor's Account #: 740012440	Proposed Use(s) on Property: building a home
Legal Description (attach additional sheet(s) if needed): Lot 12, Block 7 Guthrie Addn		Proposed Rezoning: NA
Code Violation(s)/Abatement Action(s): See documents attached as Exhibit "A"	Dollar Amount of Lien(s) \$6,599.67	
APPLICANT INFORMATION (all information is required)		
Property Owner & Applicant Name: Caleb Swanson		
Mailing Address: 1432 S. Oak		
City, State, Zip Bartlesville, OK 74003		
Telephone: 918-333-2220		
Email: CSWANSON910@gmail.com		
<ul style="list-style-type: none"> • Have the violation(s) on the subject property been corrected? Enter "Yes" or "No": Yes • Date(s) when the subject property was brought into compliance: See Exhibit A • Were you the property owner, or an agent, representative, or a relative of the owner, at the time the violation occurred and the lien was imposed? Enter "Yes" or "No": NO • If so, how many days elapsed from the date of the violation notice to the date of compliance? • If you were not the property owner, or an agent, representative, or a relative of the owner, at the time the violation occurred and the lien was imposed, were you aware of the lien when you acquired the property? Enter "Yes" or "No": • If the property was not in compliance at the time you acquired the property, how many days from the time of acquisition did it take for you to come into compliance? 		
Provide the factual basis upon which the application for release of the lien should be granted. (Attach additional sheets if needed). See Exhibit B and C		

Please submit the following items in order to complete the application:

Reimbursement to City for recording costs for the original lien(s), plus the release of the lien(s). Costs are due at the time of application, along with \$50 application fee.

Letter of authorization. If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.

Corporate documents. If the applicant/owner is representing a company, articles of incorporation or other organizational document which show the applicant/owner is authorized to represent the company is required. A data record printout from the Oklahoma Secretary of State's office website may also be provided.

Additional information (optional). Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, plans, and documentation of any financial investment made to improve the property.

INSPECTION

Inspection of the property must be performed prior to scheduling this Application for consideration by City Council.

Applicant's signature below shows consent to such inspections.

AFFIDAVIT:

STATE OF OKLAHOMA
COUNTY OF WASHINGTON

I, Kyle Persaud, being first duly sworn, depose and say that:

[check one]:

I am the owner of the subject property, or if a corporation, I am the officer of the corporation, or if another business entity, I am the principal or agent, authorized to act for the owner on this application.

I am the legal representative of the owner, and a notarized letter of authorization or agent affidavit accompanies this application, unless the applicant is the attorney representing the owner.

I was *not* the property owner at the time the violation(s) occurred and the lien(s) was/were imposed on the subject property, nor was I an agent, representative, or a relative of such property owner.

I consent to City Staff's inspection of the property before the application is brought before the Code Compliance Hearing Board and City Council.

Kyle Persaud
Applicant Name (Print)

Kyle Persaud
Applicant Signature

The foregoing instrument was sworn to and subscribed before me this 18 day of October 2022, by Kyle Persaud, who is personally known to me, or has produced _____ as identification.

Notary Public: LA Black-Cunningham
Printed Name: Leigh Ann Black-Cunningham

LA BLACK-CUNNINGHAM
Notary Public, State of Oklahoma
Commission #22005308
My Commission Expires APRIL 12, 2026

[Notary Seal]

Office Use Only:

Received by: _____ Date: _____

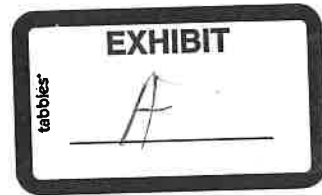
Date: 5/7/2021

818 SE SENECA LOT 12, BLOCK 7, GUTHRIE'S ADDITION, BARTLESVILLE, WASHINGTON, COUNTY

Recording Date	Type of Lien	Dollar Amount
3/29/2022	Weeds and Trash	\$181.34
7/12/2021	Cleaning and Mowing	\$206.99
4/27/2021	Cleaning and Mowing	\$205.91
8/2/2019	Cleaning and Mowing	\$178.23
10/5/2018	Removal of Dilapidated Structure(s)	\$5,400.00
8/24/2018	Cleaning and Mowing	\$260.96
3/16/2018	Cleaning and Mowing	\$166.24
3/8/2018	Notice of Dilapidation and Lien	None; Notice to owner that property may be demolished by City after 30 days

TOTAL

\$6,599.67 Note: Does



not include County interest and yearly fees



**NOTICE OF PUBLIC NUISANCE AND LIEN
WEED AND TRASH ACCUMULATION**
City of Bartlesville, Oklahoma
City Clerk's Office
401 S. Johnstone Ave., Bartlesville, OK 74003

TO THE COUNTY CLERK OF WASHINGTON COUNTY, OKLAHOMA

Case Number: WT-0322-0193

NOTICE IS HEREBY GIVEN as follows:

In accordance with the provisions of Title 11 O.S. 22-111, the undersigned, being the duly appointed City Clerk of the City of Bartlesville, Oklahoma, hereby advises that on 03/24/2022, the real property located at 818 SE SENECA and legally described as follows, to wit:

Legal Description: LOT 12 BLK 7 GUTHRIE ADDN, Bartlesville, Washington County, Oklahoma

was found to have located thereon a public nuisance, specifically a weed and trash accumulation as defined under the provisions of Title 11 O.S. 22-111, and further that such nuisance has been abated by the City of Bartlesville, Oklahoma by mowing, cleaning or other procedure necessary, to correct the public nuisance conditions upon said property.

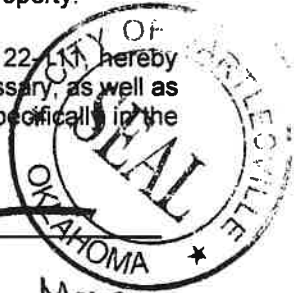
The undersigned hereby states that the City of Bartlesville, Oklahoma in accordance with Title 11 O.S. 22-111 hereby claims a lien on the aforesaid property for the actual costs of mowing, cleaning or other procedures necessary, as well as any additional costs related thereto, incurred by the City of Bartlesville, Oklahoma, said actual costs specifically in the amount of \$181.34. All costs herein shall be the personal obligation of the property owner.

Date of Lien Notice: **03/28/2022**

CITY SEAL

Jason Muninger
Jason Muninger, City Clerk

City of Bartlesville *By Regina Mouser*



STATE OF OKLAHOMA)
)ss.
COUNTY OF WASHINGTON)

Before me, the undersigned Notary Public in and for said County and State, on this 28th day of March, 2022 personally appeared Jason Muninger, to me known to be the identical person who executed this instrument on behalf of the City of Bartlesville as the City Clerk, and acknowledged to me that he executed same as his free and voluntary act and deed, and as the free and voluntary act and deed of the City of Bartlesville, for the uses and purposes herein set forth.

Given under my hand and seal the day and year last above written.
My Commission Expires: Jan. 17, 26

Karen M. Tanner
Notary Public



VIEW ADDITIONAL LAND RECORDS
I-2022-002605 Book 1198 Pg 3596
03/29/2022 10:10am Pg 3596-3596
Fee: \$18.00 Doc: \$0.00
Annette Smith - Washington County Clerk
State of Oklahoma

OKCOUNTYRECORDS.COM





CS

CITY OF BARTLESVILLE
401 S. Johnstone
Bartlesville, OK 74003
NOTICE OF LIEN

Date of Summary Abatement notification by mailing on 7/2/2021. Case # WT-21-491.
Date of last notice by mailing (3/31/2021) and originating case # WT-21-087

State of Oklahoma)
)ss.
County of Washington)

NOTICE IS HEREBY GIVEN that the City of Bartlesville, Oklahoma, claims a lien on the property in Washington County, Oklahoma, described as follows:

818 S SENECA AVE
LOT 12 BLK 7 GUTHRIE ADDN 1.00 Lots, Bartlesville, Washington County, Oklahoma.

On (7/1/2021), the Hearing Officer ordered that said property be cleaned and the nuisance abated.

The City of Bartlesville claims a lien on the property for the costs of cleaning, mowing and related expenses, including administrative processing costs at \$206.99.

7-12-21

Date

City Clerk Jason Muninger by Gina Vaught
City of Bartlesville



Acknowledgement

State of Oklahoma)
)ss.
County of Washington)

Before me, the undersigned Notary Public in and for said County and State, on this 12th day of July, 2021, personally appeared Gina Vaught, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its City Clerk, and acknowledged to me that he executed same as his free and voluntary act and deed, and as the free and voluntary act and deed of said City of Bartlesville, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public

My Commission Expires:

June 7, 2022
02009534



CS

CITY OF BARTLESVILLE
401 S. Johnstone
Bartlesville, OK 74003
Case # WT-21-087



NOTICE OF LIEN

State of Oklahoma)
)ss.
County of Washington)

NOTICE IS HEREBY GIVEN that the City of Bartlesville, Oklahoma, claims a lien on the property in Washington County, Oklahoma, described as follows:

818 S SENECA AVE
LOT 12 BLK 7 GUTHRIE ADDN 1.00 Lots
Bartlesville, Washington County, Oklahoma,

On (4/15/2021), the Hearing Officer ordered that said property be cleaned and the nuisance abated.

The City of Bartlesville claims a lien on the property for the costs of cleaning, mowing and related expenses, including administrative processing costs at \$205.91.

April 27, 2021
Date

Jason M. Muninger
City Clerk Jason Muninger
City of Bartlesville
by Rhonda Branson



Acknowledgement

State of Oklahoma)
)ss.
County of Washington)

April, 2021, Before me, the undersigned Notary Public in and for said County and State, on this 27th day of April, 2021, personally appeared Rhonda Branson, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its City Clerk, and acknowledged to me that he executed same as his free and voluntary act and deed, and as the free and voluntary act and deed of said City of Bartlesville, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

[Signature]
Notary Public

My Commission Expires: June 7, 2022
02009534



VIEW ADDITIONAL LAND RECORDS AT

OKCOUNTYRECORDS.COM

CITY OF BARTLESVILLE
401 S. Johnstone
Bartlesville, OK 74003
Case # WT-19-379



NOTICE OF LIEN

State of Oklahoma)
)ss.
County of Washington)

mks
I-2019-005861 08/02/2019 3:13 pm
Book 1171 Page(s) 3471-3471
Fee: \$ 13.00 Doc: \$ 0.00
Annette Smith - Washington County Clerk
State of Oklahoma

NOTICE IS HEREBY GIVEN that the City of Bartlesville, Oklahoma, claims a lien on the property in Washington County, Oklahoma, described as follows:

818 S SENECA AVE
LOT 12 BLK 7 GUTHRIE ADDN 1.00 Lots
Bartlesville, Washington County, Oklahoma.

On (6/27/2019), the Hearing Officer ordered that said property be cleaned and the nuisance abated.

The City of Bartlesville claims a lien on the property for the costs of cleaning, mowing and related expenses, including administrative processing costs at \$178.23.

August 2, 2019
Date

Jason M
City Clerk Jason Muninger
City of Bartlesville



Acknowledgement

by Rhonda Branson

State of Oklahoma)
)ss.
County of Washington)

August 2, 2019 Before me, the undersigned Notary Public, and for said County and State, on this 2nd day of August, 2019, personally appeared *Rhonda Branson* to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its City Clerk, and acknowledged to me that he executed same as his free and voluntary act and deed, and as the free and voluntary act and deed of said City of Bartlesville, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

[Signature]
Notary Public



My Commission Expires: *June 7, 2022*
02009534

BK 1171 PG 3471

CITY OF BARTLESVILLE
COMMUNITY DEVELOPMENT
401 S. JOHNSTONE
BARTLESVILLE, OKLAHOMA 74003
918-338-4244

BK 1165 PG 0974

NOTICE OF LIEN DS-18-029 re: Dilapidated/Unsecured Structure- (Single Family Dwelling & Detached Garage)

I, the undersigned City Clerk of the City Of Bartlesville, do hereby give notice that on (3/7/2018), the City Manager or his designee of the City Of Bartlesville, Oklahoma found that the structure(s) on the following described property is dilapidated and or unsecured and has become detrimental to the health, safety, or welfare of the general public and the community, or created a fire hazard which is dangerous to other property; said property being described as the following:

818 S SENECA AVE
LOT 12 BLK 7 GUTHRIE ADDN 1.00 Lots , Bartlesville, Washington County, Oklahoma

The City Of Bartlesville, Oklahoma claims a lien on said property for the the costs of the action, said costs for the actual performance of the work was in the amount of (\$5,400.00).

Dated October 5, 2018 Jason Muninger
Interim City Clerk Jason Muninger
by Rhonda Branson



Acknowledgement

State of Oklahoma)
)ss.
County of Washington)

Before me, the undersigned Notary Public in and for said County and State, on this 5th day of October, 2018, personally appeared Rhonda Branson to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its City Clerk, and acknowledged to me that he executed same as his free and voluntary act and deed, and as the free and voluntary act and deed of said City of Bartlesville, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

[Signature]
Notary Public

My Commission Expires: June 7, 2022
02009534
(Seal)



SB I-2018-007260 10/05/2018 2:15 pm
Book 1165 Page(s) 0974-0974
Fee: \$ 13.00 Doc: \$ 0.00
Marjorie Parrish - Washington County
State of Oklahoma

VIEW ADDITIONAL LAND RECORDS AT
OKCOUNTYRECORDS.COM



CITY OF BARTLESVILLE
401 S. Johnstone
Bartlesville, OK 74003
NOTICE OF LIEN

Date of Summary Abatement notification by mailing on 7/18/2018, Case # WT-18-446.
Date of last notice by mailing (2/20/2018) and originating case # WT-18-092

State of Oklahoma)
)ss.
County of Washington)

NOTICE IS HEREBY GIVEN that the City of Bartlesville, Oklahoma, claims a lien on the property in Washington County, Oklahoma, described as follows:

818 S SENECA AVE
LOT 12 BLK 7 GUTHRIE ADDN 1.00 Lots , Bartlesville, Washington County, Oklahoma,

On (7/17/2018), the Hearing Officer ordered that said property be cleaned and the nuisance abated.

The City of Bartlesville claims a lien on the property for the costs of cleaning, mowing and related expenses, including administrative processing costs at \$260.96 .

August 24, 2018
Date
Mild Bair
City Clerk
City of Bartlesville
by Rhonda Branson



Acknowledgement
State of Oklahoma)
)ss.
County of Washington)

Before me, the undersigned Notary Public in and for said County and State, on this 24th day of August, 2018, personally appeared Rhonda Branson, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its City Clerk, and acknowledged to me that he executed same as his free and voluntary act and deed, and as the free and voluntary act and deed of said City of Bartlesville, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

[Signature]
Notary Public

My Commission Expires: June 7, 2022
02009534



BR16161252

CITY OF BARTLESVILLE
401 S. Johnstone
Bartlesville, OK 74003
Case # WT-18-092



1-2018-001795 03/16/2018 4:04 pm
Book 1160 Page(s) 3394-3394
Fee: \$ 13.00 Doc: \$ 0.00
Marjorie Parrish - Washington County
State of Oklahoma

NOTICE OF LIEN

State of Oklahoma)
)ss.
County of Washington)

NOTICE IS HEREBY GIVEN that the City of Bartlesville, Oklahoma, claims a lien on the property in Washington County, Oklahoma, described as follows:

818 S SENECA AVE
LOT 12 BLK 7 GUTHRIE ADDN 1.00 Lots
Bartlesville, Washington County, Oklahoma,

On (3/7/2018), the Hearing Officer ordered that said property be cleaned and the nuisance abated.

The City of Bartlesville claims a lien on the property for the costs of cleaning, mowing and related expenses, including administrative processing costs at \$166.24 .

March 16, 2018
Date

Mike Bailey
City Clerk Mike Bailey
City of Bartlesville

by Rhonda Branson



Acknowledgement

State of Oklahoma)
)ss.
County of Washington)

Before me, the undersigned Notary Public in and for said County and State, on this 16th day of March, 2018, personally appeared Rhonda Branson, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its City Clerk, and acknowledged to me that he executed same as his free and voluntary act and deed, and as the free and voluntary act and deed of said City of Bartlesville, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

[Signature]
Notary Public



My Commission Expires: June 7, 2018
02009534

BK 1160 PG 3394

CITY OF BARTLESVILLE
401 S. JOHNSTONE
BARTLESVILLE, OKLAHOMA 74003

NOTICE OF DILAPIDATION AND LIEN
ON CERTAIN REAL PROPERTY
3/8/2018

To: THE COUNTY CLERK OF WASHINGTON COUNTY, OKLAHOMA RE: DS-18-029

PURSUANT to Title 11 SS 22-112(3), the City Clerk of the City of Bartlesville, Oklahoma hereby files this Notice of Dilapidated Building and Lien on the below listed property for the expense and cost of the City of Bartlesville or its agent(s) to dismantle and remove the dilapidated structure(s) located on said property: ADDRESS: 818 S SENECA AVE

Complaint Type: Dilapidated/Unsecured Structure- (Single Family Dwelling & Detached Garage)

OWNER: GOODELL, GERALD G 818 S SENECA AVE BARTLESVILLE OK 74003-0000

MORTGAGEE: BOKF, NA dba BANK OF OKLAHOMA P O BOX 2864 TULSA, OK. 74101-2864 (Per mortgage filed on 2/23/2015)

Other Mortgage Holder

1-2018-001513 03/08/2018 1:23 pm
Book 1160 Page(s) 2664-2664
Fee: \$ 13.00 Doc: \$ 0.00
Marjone Parrish - Washington County
State of Oklahoma



Additional Mortgage Holder/Person of Interest

LEGAL DESCRIPTION: LOT 12 BLK 7 GUTHRIE ADDN 1.00 Lots , BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA

ALSO NOTE: The City of Bartlesville City Manager or his designee certified the structure(s) located on the above referenced property to be dilapidated at a hearing on 3/7/2018

The hearing officer found that through neglect or injury the property lacks necessary repairs or is otherwise in a state of decay or partial ruin to such extent that said structure is a hazard to the health, safety or welfare of the general public. The Hearing Officer or his designee will cause the dilapidated building(s) to be torn down and removed.

The Hearing Officer or his designee has set the following reasonable dates for the commencement and completion of the demolition, during which time you may remove the structure and thereby resolve this health, safety and welfare concern. You must obtain a permit from the City Building official or his designee before the demolition can be commenced. This permit must be obtained by the commencement date as noted below.

Commencement Date: 3/9/2018

Completion Date: 4/10/2018

If you do not have the structure(s) dismantled and removed so as to eliminate the health, safety and welfare concern, the City of Bartlesville or it's agents, without further notice, will commence dismantling and removal of the structure(s). Should you fail to dismantle and remove said structure(s) within the aforementioned dates, and it is necessary that the City or it's agent(s) perform these duties, you are hereby advised that all contents within this dilapidated building(s) will also be demolished, dismantled, and removed.

The City of Bartlesville, claims a lien on this property for the dismantling and removal costs and the interest thereon, and such costs and interest thereon are the personal obligation of the property from and after the date of filing this Notice of Dilapidation and Lien. The amount of said lien will be provided once the dismantling and removal is completed.

I certify that this Notice of Dilapidation and Lien is correct and true pursuant to the

March 8, 2018
Date

City of Bartlesville

City Clerk Mike Bailey

STATE OF OKLAHOMA

COUNTY OF WASHINGTON

Before me, the undersigned Notary Public in and for said County and State, on this 8th day of March, 2018, personally appeared Rhonda Branson, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its City Clerk, and acknowledged to me that he executed same as his/her free and voluntary act and deed, and as the free and voluntary act and deed of said City of Bartlesville, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires:

June 7, 2018
02009534

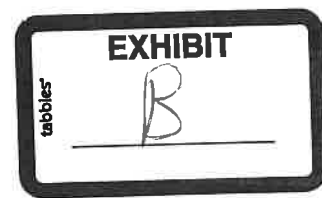


Notary Public
Signature of Notary Public



OKCOUNTYRECORDS.COM

BK 1160PG2664



My client, Mr. Swanson is requesting that the City release this lien. The following facts are pertinent:

- Mr. Swanson purchased the property for \$482.41.
- The lien on the property is for \$6,599.67.
- The property is now a vacant lot, because the City demolished the home that had been there.
- Mr. Swanson wishes to build a modular home on the property. See Exhibit "C" for information about a modular home.
- If the City does not release the lien, Mr. Swanson will not likely be able to pay the lien off, and the property will remain dormant. Mr. Swanson would not be willing to build a modular home on the property. It will likely be sold again at a tax resale. The City will not likely collect the money owed it. Therefore, in this particular case, the City will derive no benefit from continuing to enforce the lien.

The Advanced Systems Homes Story

\$ Contract Pricing

✎ Full Customization

🔑 Turn-Key Faster

7 TIPS TO GET YOU
IN YOUR HOME FASTER.

The ASH story begins with founder Bill Ketterlin, who was a builder in Tipton, Missouri. Bill was a traditional builder who was always coming up with innovative ways to make things work. Eventually he became frustrated with the challenges of on-site, stick built construction. The weather would often cause persistent delays. The subcontractors were unreliable and lacked the skills to build the quality home he expected. Materials were another issue. The timing of materials was inconsistent, and more often than not, materials were subjected to the harmful effects of the elements. He sensed there had to be a better way.



He researched the manufactured home industry. Dwellings were constructed, inside a facility, under the protection of a roof but he disliked their cheap construction methods and building materials. So he adapted the building "inside" concept, added his attention to quality, and began constructing custom modular homes inside a production facility. Upon completion, the home was easily transported to its final site, set, and ready. From dirt to done, homes were fully completed in less than three months time.

CALL NOW 📞

passed his legacy onto our father, who has in-turn passed it down to us, his sons, Scott and Darin Luebbering.



Chanute Modular Home Model

Chanute, Kansas
4711 S Santa Fe Avenue
Chanute, KS 66720

Take a Tour

Model Home Hours:
Monday-Friday: 8:00AM to 5:00PM
Saturday: 10:00AM to 4:00PM

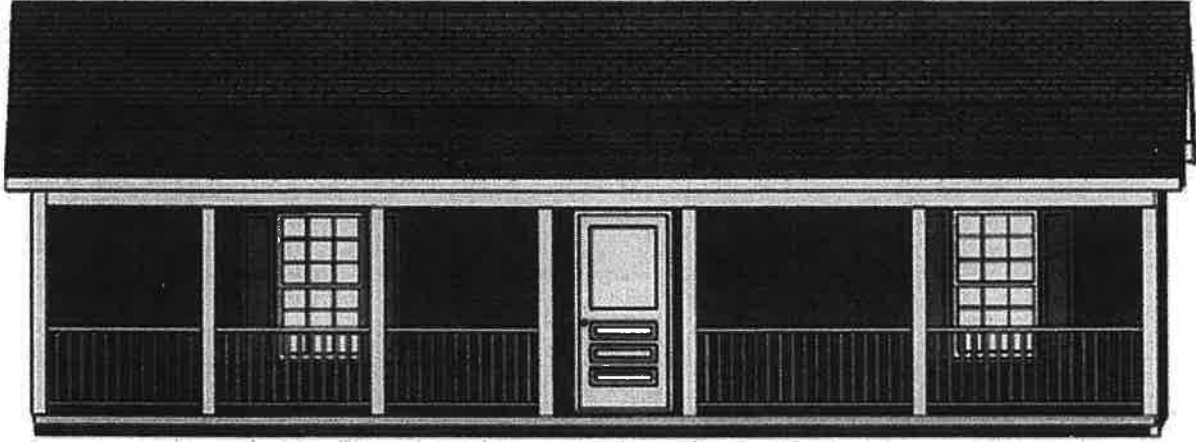
1.800.444.9652

CONTACT US

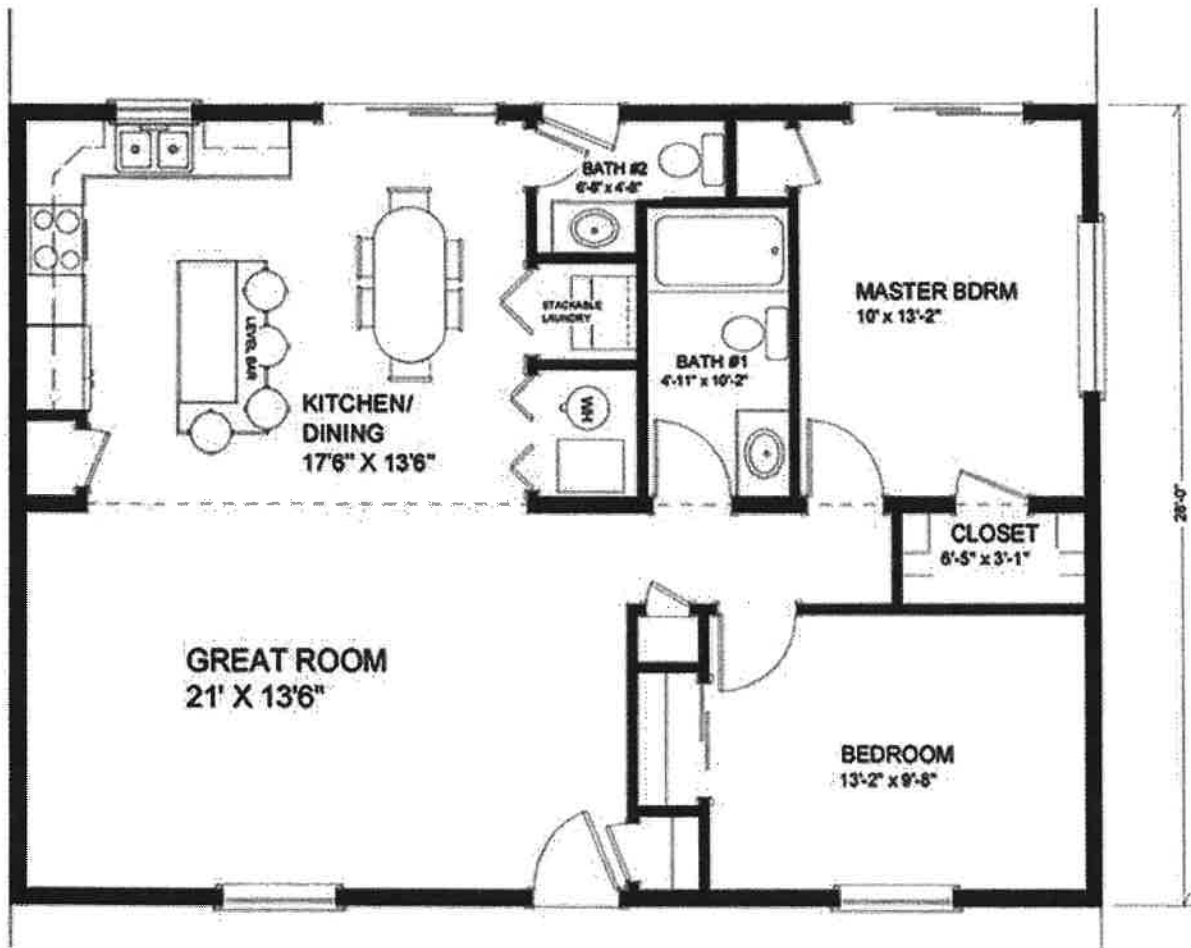
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Earnhart



Earnhart



COUNTY TREASURER'S RESALE DEED
(INDIVIDUAL)

WHEREAS, MELISSA THORNBRUGH, County Treasurer
of WASHINGTON COUNTY, State of Oklahoma, on June 13, 2022,
sold separately and singly, in the manner provided by law, at tax resale and CALEB SWANSON
bid in for CALEB RANDALL SWANSON, 1432 S OAK AVE BARTLESVILLE, OK 74003
the real estate hereinafter described, and

WHEREAS, all proceedings, notices and duties provided, required and imposed by law prerequisite to the vesting of authority in
said County Treasurer to execute this resale deed have been followed, given, complied with and performed, and

WHEREAS, the said MELISSA THORNBRUGH, County Treasurer
is now by law vested with power and authority to execute this resale deed,

NOW, THEREFORE, this indenture made on June 13, 2022, between
the State of Oklahoma, by MELISSA THORNBRUGH, the Treasurer of
WASHINGTON COUNTY, of the first part, and CALEB RANDALL SWANSON,

of the Second part, witnesseth, that the said party of the first part for and in consideration of the premises and the total sum
paid, to-wit 482.41

hath granted, bargained and sold, and by these presents doth grant, bargain, sell and convey to the said party of the second part, his
(or her) heirs, executors, administrators, and assigns, forever, the following separately described tracts, parcels, or lots of land so sold
separately and singly for the amount bid in the total sum set opposite each, all of said tracts, parcels, or lots of land being located in
WASHINGTON COUNTY, Oklahoma to-wit:

DESCRIPTION	City, Town or Subdivision BaseID	Sec.	Twp. or Blk.	Rng. or Lot	Amount (Bid on each)
LOT 12 BLK 7 GUTHRIE ADDN	BARTLESVILLE 12440				482.41

To have and to hold said tracts and parcels of land with the appurtenances thereto belonging to said party of the second part,
his (or her) heirs, executors, administrators and assigns, forever, in as full and ample manner as the said Treasurer of said County
is empowered by law to sell the same.

In testimony whereof, the MELISSA THORNBRUGH, Treasurer of said
WASHINGTON COUNTY, State of Oklahoma, has hereunto set his hand and seal the day and year
aforesaid.

ATTEST:

STATE OF OKLAHOMA

(SEAL)



By Melissa Thornbrugh
County Treasurer

ACKNOWLEDGMENT

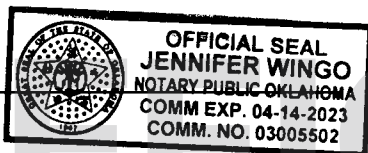
STATE OF OKLAHOMA }
WASHINGTON COUNTY } ss.

Before me, the undersigned, a Notary Public, within and for the above named County and State, on June 13, 2022
personally appeared MELISSA THORNBRUGH
to me known to be the County Treasurer of WASHINGTON COUNTY, Oklahoma, and the
identical person who executed the within and foregoing instrument and conveyance of land, and acknowledged to me that
he or she executed the same in his or her capacity as County Treasurer of WASHINGTON COUNTY, Oklahoma
as his or her free and voluntary act and deed as such, and as the free and voluntary act and deed of WASHINGTON COUNTY
and the State of Oklahoma, for the uses and purposes therein set forth.

Witness my hand and notarial seal the day and year above written.

(SEAL)

My commission expires _____



Notary Public
(Or County Clerk)

No. _____

**COUNTY TREASURER'S
RESALE TAX DEED**

FROM _____ COUNTY
STATE OF OKLAHOMA
TO

STATE OF OKLAHOMA, }
_____ County } ss.

Filed in the office of County Clerk for record
on this day of _____
at _____, and recorded in
Book _____ of _____ on page _____

County Clerk

By _____ Deputy

VIEW ADDITIONAL LAND RECORDS AT

OKCOUNTYRECORDS.COM

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to adopt an ordinance amending the Bartlesville Municipal Code, Chapter 13, Parks and Recreation, Article II, Use Regulations for Specific Park and Recreational Facilities, concerning fishing at Hudson Lake Water Reservoir.

Attachments:

- **Exhibit A:** Email Communication from the Oklahoma Department of Wildlife Conservation
- **Exhibit B:** Redline Document Showing Changes by Proposed Municipal Code Amendment
- **Exhibit C:** Oklahoma Administrative Code Section 800:10-1-4 (highlighted)
- **Exhibit D:** Proposed Ordinance

II. STAFF COMMENTS AND ANALYSIS

Regarding fishing at Hudson Lake, City municipal code requires that all bass caught under fifteen (15) inches in length must be immediately returned to the water.

However, the Oklahoma State Department of Wildlife Conservation adopted a rule, effective on September 11, 2022, mandating a statewide daily baglimit of six (6) largemouth and smallmouth bass, only one of which may exceed 16 inches in length.

The City's and State's rules conflict and would narrowly restrict sport fishing on Hudson Lake. Reading the rules together, an angler could catch and keep only 15-inch to 16-inch bass, and only one fish exceeding 16 inches, and no fish less than 15 inches.

The City's rule preserves smaller fish for future growth. By contrast, the State's rule promotes catching smaller fish, and limits the catch of larger fish. The State's rule reflects more recent research indicating that lakes statewide have an overpopulation of smaller fish competing for resources, and this overpopulation restricts their growth.

City staff has drafted the attached proposed ordinance, adopting the State's rule, to allow the catching and harvesting of smaller fish at Hudson Lake, limiting the daily number to six (6), and allowing only one (1) fish harvested to exceed 16 inches.

III. RECOMMENDED ACTION

Please place this proposed ordinance on the City Council agenda for Monday, November 7, 2022 for consideration and possible action.

EXHIBIT A

From: [Bobby D. Robinson](#)
To: [Gregory S. Collins](#)
Subject: FW: Bass Rule Changes
Date: Thursday, September 29, 2022 12:11:51 PM
Attachments: [jmaoe.png](#)
[image.png](#)
[Outlook-owa0a0v3.png](#)
[jmaoe001.png](#)

fyi

From: Lisa R. Beeman <lrbeeman@cityofbartlesville.org>
Sent: Tuesday, September 27, 2022 1:59 PM
To: Ashley Nealis <ashley.nealis@odwc.ok.gov>
Cc: Jess Kane <jkane@robinettking.com>; Mike L. Bailey <mlbailey@cityofbartlesville.org>; Bobby D. Robinson <bdrobins@cityofbartlesville.org>; Keith B. Henry <kbhenry@cityofbartlesville.org>
Subject: Re: Bass Rule Changes

Ashley,

Thank you for bringing this to our attention. We will process an amendment to our ordinance that defers to the state minimum. We will let you know when that is done.

Kind regards,
Lisa Beeman

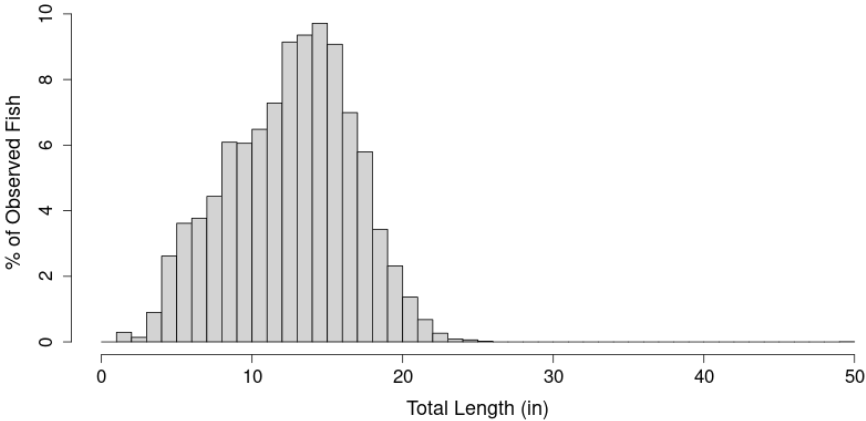
Sent from my iPad

On Sep 13, 2022, at 11:05 AM, Ashley Nealis <ashley.nealis@odwc.ok.gov> wrote:

CAUTION: External Source. THINK BEFORE YOU CLICK!

Ms. Beeman,

It came to my attention this week that there is a city regulation 15 inch minimum on bass for Lake Hudson. Until recently this would have coincided closely with the 14 inch statewide minimum, but a new statewide rule change is going into effect this month. I have included a link that explains the reasoning behind this rule change (if you only have time to watch one of the videos I would recommend the Cliff Sager one, it is more succinct). The new rule allows harvest of six fish per day, with only one being over 16 inches. With both of these regulations being in effect, legal harvest will be virtually eliminated on Hudson Lake. I went back and pulled the length frequency graph for the last bass sample at Hudson in 2015 so we could see how it compares to the length frequencies discussed in the informational videos. Like most of the bass populations discussed there, in Hudson, the majority of the fish population is under 16 inches. It would be my recommendation that you eliminate the city regulation of a 15 inch length limit, and let the new statewide regulation take its place. If you would like to discuss this further, feel free to call me anytime at 405-255-5153. Thanks!



<https://www.wildlifedepartment.com/fishing/resources/blackbass#:~:text=The%20rule%20removes%20the%2014,of%20Oklahoma's%20black%20bass%20populations.>

[2022 Bass Rule Changes | Oklahoma Department of Wildlife Conservation](#)

What are the rules for the Bass Tournament Directors Permit? Bass Tournament Director's Exemption Permit. This permit application is intended for tournament directors only and not participating anglers. Only 1 exemption permit is needed per tournament.

www.wildlifedepartment.com

Ashley Nealis
North Central Region Fisheries Supervisor
417 S. Silverdale Lane
Ponca City, OK 74604
(405) 255-5153

wildlifedepartment.com



Chapter 13 - PARKS AND RECREATION

ARTICLE II. - USE REGULATIONS FOR SPECIFIC PARK AND RECREATIONAL FACILITIES

(add the following new terms) (remove existing language)

Sec. 13-16. ~~Lake Hudson~~ **Lake** Water Reservoir.

In addition to the regulations set forth in article I above, the following regulations shall also apply at ~~Lake Hudson~~ **Lake** Water Reservoir:

(5) *Fishing.*

- a. In order to improve the fish population, ~~a minimum length limit of fifteen (15) inches is placed on both largemouth and small mouth bass. All bass under fifteen (15) inches must be immediately returned to the water.~~ **the City of Bartlesville adopts all of the applicable provisions of Oklahoma Administrative Code, Title 800. Department of Wildlife Conservation, Chapter 10, Sport Fishing Rules, Section 800:10-1-4, and any changes made thereto concerning size and bag limits on fish.**
- b. No person shall deposit, place, throw, or cause to be placed or thrown, any leftover minnows, or other bait into the waters of the reservoir.

No further changes to Chapter 13 proposed.

EXHIBIT C

800:10-1-4. Size and bag limits on fish

There are no length or bag (harvest) limit restrictions on any game or nongame fish taken from waters of this state, except as follows:

(1) General provisions for size limits and bag limits- All fish not kept must be returned to the water unharmed immediately.

(A) Size limits (measured as total length, unless specified) are minimum limits unless specified.

(B) Release of striped bass, striped bass hybrids, trout, paddlefish, or alligator gar caught and placed on a stringer, in a live well or otherwise held in possession is prohibited statewide (no culling).

(C) Persons fishing trotlines or throwlines must release all fish on their lines except those held in possession for their daily limit, before leaving the trotline or throwline.

(D) Fish taken by bow and arrow, gig, spear, or speargun shall count towards the daily bag limit, and any carcasses or remains shall be properly disposed of (OAC 800:10-5-6p and 29 O.S. 7-205, 7-403).

(E) Bag limits for fish can be superseded and set by Commission resolution 29 O.S. 6-302(B) and will be published in the Oklahoma Fishing and Hunting Regulations.

(F) "Close To Home" waters have an aggregate bag limit of three (3) combined of all panfish species and their hybrids, trout species, and/or channel catfish. Other species are subject to statewide limits.

(2) Largemouth bass and smallmouth bass statewide bag limit is six (6) in aggregate, of which only one (1) may exceed sixteen (16) inches, except

(A) Waters where harvest of largemouth bass is prohibited include: Doc Hollis Lake.

(B) Waters with a fourteen (14) inch minimum size limit for spotted bass include: Blue River Public Fishing Area.

(C) Waters with a fourteen (14) inch minimum size limit on largemouth bass and smallmouth bass and a bag limit of six (6) largemouth bass, smallmouth bass, and/or spotted bass (in aggregate), of which only one (1) may be a smallmouth bass include: rivers and streams statewide.

(D) Waters with a fourteen (14) inch minimum size limit and a bag limit of five (5) largemouth bass and/or smallmouth bass (in aggregate) include: Lake Texoma.

(E) When an individual angler possesses a tournament exemption authorized by the Department, daily bag and size limits may deviate from those listed here. Instructions for the tournament exemption application process will be provided in the Oklahoma Fishing and Hunting Regulations and on the Department website.

(3) Crappie (black crappie and/or white crappie, in aggregate) statewide bag limit is thirty-seven (37), except

(A) Waters with a ten (10) inch minimum size limit on crappie include: Arbuckle, Tenkiller, Hudson, Texoma, Ft. Gibson (including all tributaries and upstream to Markham Ferry Dam), and Grand Lake (including all tributaries to the state line).

- (B) Waters with a bag limit of six (6) crappie include: Blue River Public Fishing Area.
- (C) Waters with a bag limit of fifteen (15) crappie include: Arbuckle, Tenkiller, Hudson, Ft. Gibson (including all tributaries and upstream to Markham Ferry Dam), and Grand Lake (including all tributaries to the state line).
- (4) Forked tail catfish (blue catfish and/or channel catfish, in aggregate) statewide bag limit is fifteen (15) with only one (1) blue catfish greater than thirty (30) inches, except waters with a bag limit of six (6) forked tail catfish include: all U.S. Forest Service and State Park lakes (except Lake Murray) as well as the Fourche Maline River within the boundaries of Robbers Cave State Park from Carlton Lake Dam downstream to the southern park boundary, all Department Management Area ponds and fishing areas, and all waters within the Wichita Mountains Wildlife Refuge.
- (5) Flathead catfish statewide bag limit is five (5).
- (6) Walleye, sauger, and/or saugeye (in aggregate) statewide minimum size limit is fourteen (14) inches and bag limit is six (6), except
- (A) Waters with no walleye, sauger, or saugeye size limit include: Great Salt Plains Reservoir (and tailwater).
- (B) Waters with a sixteen (16) inch minimum size limit for walleye, sauger, and/or saugeye include: the Arkansas River, including all reservoirs and unimpounded tributaries from Keystone Dam downstream to the Oklahoma state line.
- (C) Waters with an eighteen (18) inch minimum size limit for walleye, sauger, and/or saugeye include: Atoka Bluestem, Bluestem, Carl Blackwell, Healdton, Ponca City, Shell, Sooner, and Thunderbird Reservoirs (and their respective tailwaters).
- (7) Rainbow trout, brown trout, and/or other trout species (in aggregate) statewide bag limit is three (3), except
- (A) Waters where the daily bag limit may include only one (1) rainbow trout greater than twenty-five (25) inches and one (1) brown trout which must be greater than thirty (30) inches include: the lower Mountain Fork River trout area. Waters where the daily bag limit is one (1) rainbow trout which must be greater than twenty-five (25) inches and one brown trout which must be greater than thirty (30) inches include: the lower Mountain Fork trout area downstream of the State Park Dam. Fish kept from these waters count towards the bag limit for the entire lower Mountain Fork trout area.
- (B) Waters where the daily bag limit is one (1) rainbow trout greater than twenty (20) inches include: the lower Illinois River trout area from the USGS stream gauge downstream to the gravel pit county road.
- (C) Waters where the daily bag limit may include only one (1) brown trout greater than twenty (20) inches include: the lower Illinois River trout area.
- (D) Waters where harvest of rainbow trout is prohibited from November 1 to March 1 include: the Blue River from its entry onto the Plaster Wildlife Management Unit/Landrum Wilderness downstream approximately $\frac{1}{2}$ mile to a marker cable.

(8) Striped bass statewide bag limit is five (5), except as designated in OAC 800:10-1-4(9). Waters with a twenty (20) inch minimum size limit on striped bass include: Sooner Reservoir.

(9) Striped bass hybrid statewide bag limit is twenty (20), of which only five (5) may be greater than twenty (20) inches, except

(A) Waters where the bag limit is ten (10) striped bass and/or striped bass hybrids (in aggregate), of which only two (2) may be greater than twenty (20) inches include: Lake Texoma.

(B) Waters where the bag limit is five (5) striped bass and/or striped bass hybrids (in aggregate), of which only two (2) may be greater than twenty (20) inches include: Arcadia Lake and Skiatook Lake.

(10) White bass bag limit is twenty-five (25) in Lake Texoma.

(11) The statewide daily bag limit for paddlefish is one (1) per day, statewide. The catch and release of paddlefish is permitted by use of rod and reel, trotline and throwlines.

(A) Individual annual harvest limit- An individual harvest limit for paddlefish may be set or amended annually by the Wildlife Conservation Commission and will be listed in the Oklahoma Fishing and Hunting Regulations. Special area (or management unit) paddlefish harvest caps, a general statewide paddlefish harvest cap, and the total number of paddlefish permits issued may be set or amended annually by the Wildlife Conservation Commission for use in determining the individual annual harvest limit. Once an individual angler has reached their annual harvest limit, continued catch and release is permitted.

(B) Paddlefish permit- An annual paddlefish permit issued by the Department is required to fish for paddlefish by any method or be in possession of paddlefish or paddlefish parts. This permit must be carried on their person while fishing and/or in possession of paddlefish or parts and be produced for inspection upon the demand of any Oklahoma citizen or game warden.

(C) Harvest Tagging- Paddlefish caught and held in possession must be tagged OAC 800:10-3-8a. All paddlefish must have all viscera (internal organs) removed before leaving the state. Anglers must cease snagging for the day when they have taken their daily limit of paddlefish into possession.

(D) Reporting- Harvest of paddlefish must be reported OAC 800:10-3-8b.

(12) The statewide daily bag limit for alligator gar is one (1) per day, except during the period of May 1 through May 31 when angling for alligator gar by all angling methods and possession are prohibited. The catch and release of alligator gar is permitted year round, except during the closure referenced above, by use of rod and reel only. Anglers must cease snagging for the day when they have taken their daily limit of alligator gar into possession. Harvest of alligator gar must be reported OAC 800:10-3-8b.

(13) A statewide daily bag limit of one (1) applies to any fish species classified as those of Special Concern Category I or Category II (OAC 800:25-19-6). Such harvest must be reported by phone or email to the Department Fisheries Division.

[Source: Amended at 8 Ok Reg 3047, eff 1-1-92; Amended at 9 Ok Reg 1907, eff 1-1-93; Amended at 10 Ok Reg 4163, eff 1-1-94; Amended at 11 Ok Reg 3027, eff 1-1-95; Amended at 12 Ok Reg 1521, eff 1-1-96; Amended at 13 Ok Reg 1027, eff 1-3-96

through 7-14-96 (emergency); Amended at 13 Ok Reg 1763, eff 1-1-97; Amended at 14 Ok Reg 1472, eff 1-1-98; Amended at 15 Ok Reg 2050, eff 7-1-98; Amended at 16 Ok Reg 1295, eff 1-1-00; Amended at 17 Ok Reg 2185, eff 7-1-00; Amended at 18 Ok Reg 2908, eff 7-1-01; Amended at 19 Ok Reg 1519, eff 1-1-03; Amended at 21 Ok Reg 1435, eff 6-1-04; Amended at 22 Ok Reg 1622, eff 7-1-05; Amended at 23 Ok Reg 1575, eff 7-1-06; Amended at 24 Ok Reg 609, eff 12-21-06 through 7-14-07 (emergency)¹; Amended at 24 Ok Reg 2462, eff 1-1-08; Amended at 25 Ok Reg 2113, eff 7-1-08; Amended at 26 Ok Reg 2625, eff 1-1-10; Amended at 27 Ok Reg 2051, eff 7-1-10; Amended at 28 Ok Reg 686, eff 6-1-11; Amended at 29 Ok Reg 1509, eff 1-1-13; Amended at 30 Ok Reg 725, eff 6-1-13; Amended at 381 Ok Reg 381, eff 12-3-13 (emergency); Amended at 31 Ok Reg 2532, eff 9-15-14; Amended at 32 Ok Reg 263, eff 11-3-14 (emergency); Amended at 32 Ok Reg 1443, eff 9-1-15; Amended at 33 Ok Reg 1115, eff 8-25-16; Amended at 34 Ok Reg 2185, eff 9-11-17; Amended at 36 Ok Reg 1074, eff 7-25-19; Amended at 37 Ok Reg 2302, eff 9-11-20; Amended at 38 Ok Reg 2774, eff 9-11-21; Amended at 39 Ok Reg 2445, eff 9-11-22]

EDITOR'S NOTE: ¹This emergency action expired without being superseded by a permanent action. Upon expiration of an emergency amendatory action, the last effective permanent text is reinstated. Therefore, on 7-15-07 (after the 7-14-07 expiration of the emergency action), the text of 800:10-1-4 reverted back to the text that became effective 7-1-06, as was last published in the 2006 Edition of the OAC, and remained as such until amended by permanent action on 1-1-08.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE BARTLESVILLE MUNICIPAL CODE, CHAPTER 13, PARKS AND RECREATION, ARTICLE II. - USE REGULATIONS FOR SPECIFIC PARK AND RECREATIONAL FACILITIES, CONCERNING FISHING AT HUDSON LAKE WATER RESERVOIR

WHEREAS, the City Council of the City of Bartlesville seeks to amend the size and bag limits for sport fishing at Hudson Lake to conform to Oklahoma State Department of Wildlife Conservation rule changes recently adopted by that state agency to improve fish populations;

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

Section 1. Chapter 13, Parks and Recreation, Article II-Use Regulations for Specific Park and Recreational Facilities, Section 13-16 (5) is hereby amended to read as follows:

Sec. 13-16. Hudson Lake Water Reservoir.

In addition to the regulations set forth in article I above, the following regulations shall also apply at Hudson Lake Water Reservoir:

- (5) *Fishing.*
- a. In order to improve the fish population, the City of Bartlesville adopts all of the applicable provisions of Oklahoma Administrative Code, Title 800. Department of Wildlife Conservation, Chapter 10, Sport Fishing Rules, Section 800:10-1-4, and any changes made thereto concerning size and bag limits on fish.
 - b. No person shall deposit, place, throw, or cause to be placed or thrown, any leftover minnows, or other bait into the waters of the reservoir.

Section 2. Savings Clause, Conflict and Severability.

- a. 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.
- b. In the event of a conflict between this Ordinance and any other provision of the Bartlesville Municipal Code or other local, county, or State law or regulation, the most stringent shall apply.
- c. Severability. If any section, subsection, sentence, clause, phrase, provision or portion of this Ordinance is for any reason held invalid or unconstitutional, such portion shall not affect the validity of the remaining portions of this Ordinance.

Section 3. Effective Date. This Ordinance shall become effective from and after its passage and publication.

PASSED by the City Council and **APPROVED** by the Mayor of the City of Bartlesville, Oklahoma this ____ day of _____, 2022.

Dale Copeland, Mayor

ATTEST:

City Clerk