



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

**REGULAR MEETING OF THE
BARTLESVILLE CITY COUNCIL**

**Monday, February 6, 2023
5:30 p.m.**

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

AGENDA

- 1. Call to order the business meeting of the Bartlesville City Council by Mayor Copeland.**
- 2. Roll Call and Establishment of a Quorum.**
- 3. The Invocation will be provided by Errol Hada, The Lighthouse Outreach Center.**
- 4. Citizens to be heard.**
- 5. City Council Announcements and Proclamations.**
 - Police Chief's Award for Valor to be presented to citizen Aaron Rademaker and a Commendation will be presented to E911 Dispatcher Kaylee Hill-Johnson by Deputy Chief Kevin Ickleberry.
- 6. Authorities, Boards, Commissions and Committee Openings**
 - One opening on the Bartlesville Area History Museum Trust Authority.
 - One opening on the Bartlesville Redevelopment Trust Authority.
 - One opening on the Bartlesville Convention and Visitor's Bureau Board (Visit Bartlesville).
 - Two openings on the White Rose Cemetery Board.
- 7. Consent Docket**
 - a. Approval of Minutes**
 - i. The Regular Meeting Minutes of January 3, 2023.
 - b. Approval of Appointment, Reappointments and Ratifications to Authorities, Boards, Commissions and Committees**
 - i. Appointment of Ms. Margaret Anton to a three-year term on the Bartlesville Adult Center Trust Authority at the recommendation of Mayor Copeland.
 - ii. Appointment of Mr. Richard Sparks to a three-year term on the Sewer System Improvement Oversight Committee at the recommendation of Councilmember Dorsey.
 - iii. Reappointment of Mr. Kregg Cammack and Mr. John Joyce to additional three-terms on the Bartlesville Adult Center Trust Authority at the recommendation of Mayor Copeland.
 - iv. Reappointment of Mr. Jay Jenzen and Ms. Denise Parks to additional three-year terms on the Bartlesville History Museum Trust Authority at the recommendation of Councilmember Roane.

- v. Reappointment of Mr. Rob Fries to an additional two-year term on the Bartlesville Library Board at the recommendation of Mayor Copeland.
- vi. Reappointment of Ms. Laura Higbee to an additional three-year term on the Board of Adjustment at the recommendation of Mayor Copeland.
- vii. Reappointment of Ms. Sara Freeman to a three-year term on the City Planning Commission at the recommendation of Councilmember Roane.
- viii. Reappointment of Mr. Ben Rovenstine to an additional three-year term on the Park Board at the recommendation of Vice Mayor Curd.

c. Approval of Agreements, Contracts, Engagement Letters, Leases, MOU's and Proposals.

- i. Update of Article 25, Section 2 of the International Association of Fire Fighters (IAFF) Collective Bargaining Agreement setting health and dental insurance subsidy rates.
- ii. Professional Services Contract with BKL Inc. design services on the Park Roads and Parking Lot project in the amount of \$106,250.
- iii. Amendment to the Professional Service Contract with Freese & Nichols, Inc. to add design for a parallel pedestrian bridge to the Sunset Boulevard over Butler Creek Bridge Rehabilitation and Repair project in the amount of \$96,045.
- iv. Professional Service and Repair Contract with H-Tech Systems, Inc. for roof repairs on the City Hall building located at 401 S. Johnstone Ave. in the amount of \$9,988.
- v. Professional Services Contract with Keleher Architects for Pickleball Court Design in the amount of \$29,500.
- vi. Voluntary Abatement Agreement with Habitat for Humanity for the demolition of 1544 SW Maple, Bartlesville, OK 74003 and execution of Contract Agreement for demolition.
- vii. Discuss and take possible action to accept the FY 2021 Assistance to Firefighters Grant.

d. Approval of Resolution

- i. Amending the budget of the City of Bartlesville for fiscal year 2022-2023 appropriating CDBG-Covid grant revenue for the CDBG-Covid Fund.

e. Receipt of Financials

- i. Interim Financials for six months ending December 31, 2022.

8. Discussion of proposed changes to the City Council ward boundaries and staff proposed modifications to update and equalize representation in each ward, and direction to staff to make public notice of proposed changes to be set before Council for possible adoption by ordinance at the March 6, 2023 City Council meeting. Presented by Larry Curtis, Director, Community Development.

9. New Business

10. City Manager and Staff Reports.

11. City Council Comments and Inquiries.

12. Adjournment.

The Agenda was received and filed in the Office of the City Clerk and posted in prominent public view at City Hall at 5 p.m. on Thursday, February 2, 2023.

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.

Bartlesville Police Department

Chief of Police, Tracy D. Roles

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



Chiefs Award for Valor

Definition of Valor- "honor plus dignity. It's gallant bravery and strength, especially on the battlefield or in the face of danger."

The following is a description of the incident:

On January 17, 2023 at approximately 16:10 hours, a Lowe's Home Improvement employee was working inside the store when a male suspect approached her and attempted to abduct her. The suspect approached the female employee and took her by the arm trying to pull her in the direction of the emergency exit of the store. At one point she was able to almost escape him, so he grabbed her by the throat and stopped her. He then continued to attempt to force her to walk in the direction of the emergency exit. She then grabbed a display rack trying to get away from the suspect. Another employee of Lowes Home Improvement, Aaron Rademaker, saw what was happening and ran to the victim's aid, pulling her away from him. The suspect then fled toward the emergency exit located in the Lawn and Garden Department area of the store, where he had parked the vehicle, he was driving.

Officers reviewed the store video and captured a photo of the suspect from the video. They also interviewed the victim in the case. The license tag of the suspect's vehicle and description of the suspect was also obtained. A photo was shared with the BPD E911 Dispatch Center of the suspect. The vehicle tag checked back to a female in the Tulsa area, however, she would not cooperate with police. It was believed at that time, she possibly knew the suspect.

After receiving the information, E911 Dispatcher Keylee Hill-Johnson, began researching the name of the registered owner of the vehicle. She was able to locate her Facebook page and she was also able to find a photo of her with the suspect. She did not stop there. She continued to research the Facebook page and was able to put a name with the suspect. She provided both the photo and the name to officers and investigators. Subsequently, due to her actions, a warrant was issued and the suspect was arrested at his residence in Tulsa in less than 24 hours of the attempted abduction.

Due to the quick actions and "Valor" of Aaron Rademaker, the suspect was stopped from abducting the victim.

Due to the professionalism and due diligence of E911 Dispatcher Keylee Hill-Johnson, the suspect was quickly identified and apprehended.

The Bartlesville Police Department, would like to present Aaron Rademaker with the "Chief's Award for Valor" for his actions in this matter, your actions of Valor do not go unnoticed by the Bartlesville Police Department and the citizens of Bartlesville.

The Bartlesville Police Department would also like to give a "Commendation" to E911 Dispatcher Keylee Hill-Johnson for her continued professionalism and dedication to the citizens of Bartlesville, Washington County and the Bartlesville Police Department.

Respectfully,

Chief of Police Tracy Roles



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

REGULAR MEETING OF THE BARTLESVILLE CITY COUNCIL

Tuesday, January 3, 2023
5:30 p.m.

Mayor Dale Copeland
918-338-4282

MINUTES

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

Present were Mayor Dale Copeland, Vice Mayor Jim Curd, Jr., Councilmembers Trevor Dorsey (arriving after roll call at 5:34 p.m.), Billie Roane and Loren Roszel.

City staff present were Mike Bailey, City Manager, Jason Muninger, City Clerk/CFO; Jess Kane, City Attorney; Terry Lauritsen, Director of Water Utilities; Micah Siemers, Director of Engineering; Fire Chief David Topping; Police Chief Tracy Roles; Larry Curtis, Director of Community Development; Greg Collins, Assistant Community Development Director; and Captain Kevin Ickleberry, Security.

- 1. The business meeting of the Bartlesville City Council was called to order at 5:30 p.m. by Mayor Copeland.**
- 2. Roll Call was held and a quorum established.**
- 3. The Invocation was provided by Pastor Cory Lovell, Unitarian Church of Bartlesville.**
- 4. Citizens to be heard.**

Mayor Copeland reviewed the policy regarding public comments. Rev. Kelley Becker expressed her gratitude for the Council's work, how religious beliefs should not be used to make laws due to the various interpretations of religion, that everyone has the right to believe whatever they wish to believe, and that decisions at hand (drag queen show in a public space) should be focused on freedom, equality and justice. Bill Payton stated his background in law enforcement and cited Oklahoma Law Title 21, Section 10-21 that he believes governs the issue of the drag queen show in Unity Park, which in his opinion, should be considered an illegal activity. He questioned why the event has not been addressed as a criminal event. Homer Heffington spoke on sexual dysphoria, the personal effects of sexual dysphoria has had on his family, and he concluded by reading a satirical poem. Caleb Cochran commented on his position against having adult entertainment in public spaces, citing it as a moral issue.

- 5. City Council Announcements and Proclamations.**

There were no announcements or proclamations.

- 6. Authorities, Boards, Commissions and Committee Openings**
 - One opening on the Bartlesville Area History Museum Trust Authority.

- One opening on the Bartlesville Redevelopment Trust Authority.
- One opening on the White Rose Cemetery Board

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

7. Consent Docket

a. Approval of Minutes

- i. The Regular Meeting Minutes of December 5, 2022.

b. Approval of Agreements, Contracts, Engagement Letters, Leases, MOU's and Proposals.

- i. Lease Agreement with James Hogan for the purposes of aircraft storage and aeronautical activity for 500 square feet in Hangar 8 for \$150 per month at the Bartlesville Municipal Airport.
- ii. Water Purchase Contract with John Prather for non-potable water from Hudson Lake.
- iii. Agreement between Chika and Aaron Leyda and the City of Bartlesville concerning required public infrastructure improvements for conveyance of land and lot line adjustment to Lot 4, Quarry Ridge Estates, Phase I Addition to the City of Bartlesville, Washington County, Oklahoma, property addressed as 3914 SE Quarry Park Drive.
- iv. Change Order #1 from Electrical Express, LLC for the Robinwood Soccer Field Lighting Project.

c. Approval of Resolutions

- i. Establishing fee structure for the First Christian Church Building and authorization for the City Manager and/or CFO to draft and execute rental agreements of the premises.

d. Approval of 2022-2023 City Auction

- i. 2022-2023 City Auction for disposal of surplus items for the public on January 28, 2023 at 10:00 a.m. at the City of Bartlesville Operations Center.

e. Receipt of Financials

- i. Interim Financials for four months ending October 31, 2022.
- ii. Interim Financials for five months ending November 30, 2022.

Mayor Copeland read the consent docket in full. Mr. Roszel pulled items 7.b.iii. and 7.c.i. for further discussion.

Mr. Dorsey moved to approve the consent docket as presented with the exceptions of Items 7.b.iii. and 7.c.i, seconded by Ms. Roane.

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

Voting Nay: None

Motion: Passed

7.b. Approval of Agreements, Contracts, Engagement Letters, Leases, and Proposals.

iii. Agreement between Chika and Aaron Leyda and the City of Bartlesville concerning required public infrastructure improvements for conveyance of land and lot line adjustment to Lot 4, Quarry Ridge Estates, Phase I Addition to the City of Bartlesville, Washington County, Oklahoma, property addressed as 3914 SE Quarry Park Drive.

At Mr. Roszel's request, Mr. Collins explained the reason for the deferment of constructing a sidewalk at this location at this time. He explained the Leydas will construct the sidewalk when the abutting 28.2 acres is subdivided or developed. The reasoning behind this is so that the sidewalks will be consistent in alignment and location with the development of the remaining acreage. Mr. Roszel stated that he would like to amend the agreement to require the Laydas to construct the sidewalk upon ten years from the date of this agreement or at the time of the future development of the remaining acreage, whichever comes first. Ms. Roane inquired if the time frame can be amended at the end of ten years, in which Mayor Copeland stated it is could be amended and/or extended.

Mr. Roszel moved to approve Item 7.b.iii. with the amendment as proposed, seconded by Ms. Roane.

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

7.c. Approval of Resolutions

i. Establishing fee structure for the First Christian Church Building and authorization for the City Manager and/or CFO to draft and execute rental agreements of the premises.

Mr. Roszel inquired about the fee structure, in particular, leases that may extend past July 2023 when the City's lease with the Church expires. Mr. Bailey explained that the fee structure was requested in order to allow short term rentals until such time as decision is made for full use of the Church or until it is returned to the Church Board. He added that termination clauses will be included in any lease of the facility. Mr. Bailey also confirmed to Mr. Roszel, per his inquiry, that the fees will cover/recoup any cost of overhead/operation.

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

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

8. Public hearing to discuss and take possible action on proposed text amendments to the Zoning Regulations for the City of Bartlesville, such revisions shall include modifications to the General Development Standards Soil Erosion and Sediment Control Regulations (Section 7.4.9). Presented by Greg Collins, Assistant Director, Community Development.

Mr. Collins reported that the Oklahoma Department of Environmental Quality (ODEQ) conducts a routine audit of municipalities' stormwater pollution prevention plans and programs every 10 years, to ensure that municipalities are complying with the Oklahoma Pollution Discharge Elimination System (OPDE) regulatory program. ODEQ reviewed the City's zoning regulations during this routine audit in 2020 and requested amendment of the Soil Erosion and regulations to update them to the State's current standards. Mr. Collins concluded that the City Planning Commission reviewed the updates and recommend approval of the Ordinance bringing the regulations up-to-date.

Discussion covered appreciation for the example provided; an explanation of how the developer is responsible for maintaining best practices during development, as well as continued maintenance of the sand bags and other means required. Mayor Copeland opened the public hearing at 6:11 p.m. There being no one appear to speak on this matter, the Mayor closed the public hearing at 6:11 p.m.

Ms. Roane moved to adopt the Ordinance as presented, seconded by Mr. Dorsey.

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

Voting Nay: None

Motion: Passed

9. Discussion to update the Council on events related to the regulation of adult entertainment in public spaces with possible action by Council to give direction to City Staff. Presented by Mike Bailey, City Manager.

Mr. Bailey, using a PowerPoint guideline, recapped the events that have occurred since September, 2022 at the 5th Annual Pride Event that included a drag show for the second year in a row (PowerPoint attached to these minutes). He reported that over the past several months, the City Council has been involved in discussions relating to the regulation of adult entertainment in the City's public spaces, which has been taken very seriously by all parties involved. The discussion about this issue began with the 2nd annual drag show at the 5th Annual Pride Event in September 2022 performed in a City park (Unity Square), and a subsequent petition that was submitted on October 3, 2022 to the Bartlesville City Council members. The petition was from change.org and was presented by Ms. Shannon King with over 2,000 unverified signatures requesting that the City Council members "determine if this activity violated any state laws, city ordinances, or city contracts for use of public areas and if so, to take appropriate action. If no laws or ordinances were broken, and no current contracts violated, then I ask you to study this issue and consider a new city ordinance to prohibit adult-oriented activity from happening in our public areas again. Thank you." This is not a legal petition and to -date there are up to 3,000 signatures both locally and out of state. While the Pride Event drag show was not mentioned specifically, it is understood by everyone involved that the drag show was the event that was mentioned in both Mrs. King's petition and her remarks. Lengthy comments from citizens on both sides of the issue were heard. The City Attorney was asked at that time to prepare a legal brief to be presented to the City Council at their November meeting. The City Council also directed staff to obtain recommendations from the Tower Center Management Committee/Community Center Trust Authority and the Park Board whether or not additional regulations should be applied to leasing agreements for the parks.

Mr. Kane presented an excellent legal brief at the November 6, Council meeting. Mr. Bailey provided Mr. Kane's findings that, "The City of Bartlesville may, under its inherent police power, enact reasonable restrictions upon adult entertainment so long as those restrictions are (1) content neutral, (2) narrowly tailored to serve a significant government interest, and (3) leave open ample alternative channels for alternative communication. Those restrictions, and any new restrictions enacted by the Bartlesville City Council will be evaluated using the Miller test based on prevailing Community Standards in Bartlesville as determined by a judge or jury based on the evidence presented to them at trial."

Mr. Bailey continued by reporting that in November and December, the Park Board and the Tower Center Management Committee/Community Center Trust Authority met to discuss the need for regulations. Both groups felt that there are sufficient safeguards and laws in place to protect the public from being unwittingly exposed to adult entertainment in our parks and public spaces and did not support enacting additional regulations. Until the September 2022 event, neither group had ever received complaints about events.

Additionally, during this time-frame, City Staff attempted to act as unofficial mediators between a representative from the petitioners and representatives from OKEQ Bartlesville. Early meetings were productive, with the petitioners and OKEQ representatives offering and accepting concessions. However, as details were being worked out, the mediation failed. Mr. Bailey added that it is unfortunate that this option is no longer available to Council, but it is apparent, at least at this time, that both the petitioners and OKEQ Bartlesville have removed the possibility of negotiations as a means to settle this matter.

Continuing, Mr. Bailey stated that City staff cannot go any further and the decisions now lie fully with the City Council. All of this information was gathered and brought forward to enable the Council to provide further direction. He stated that the Council may ask Staff to draft an ordinance regulating adult entertainment in public spaces; do nothing; defer the discussion to a later date; ask Staff to draft a resolution requesting that the State examine this issue; or to ask staff to proceed in another direction that has not been contemplated.

Mr. Bailey provided that the City Attorney's legal brief offers the Council two paths forward if it chooses to regulate adult entertainment in public spaces. Both broad categories of regulation have unique limitations and risks. They are: (1. The Council may elect to regulate performances in public spaces as it applies to reasonable time, place, and manner restrictions so long as the regulations are content neutral. The last part of that requirement is the most important, since content neutral regulations will affect all performances in public spaces. These types of regulations, by definition, cannot specifically target adult entertainment or drag shows, so all events including plays, concerts, school events, birthday parties, etc., that occur in public spaces will have to abide by this type of regulation; and/or (2. The Council may elect to regulate performances in public spaces that are deemed obscene. These regulations are complicated because they may be subject to court review based on the 1st Amendment of the United States Constitution. Any court review will likely be based on the Miller test, which our City Attorney described in detail in his legal brief. Obscenity regulations carry legal risks that content neutral regulations do not, and these risks should be fully considered before adopting any obscenity ordinance. These regulations could be tailored to address specific types of events including adult entertainment or drag shows, but as noted above, can be considered discriminatory by the courts. The Council, under the authority of the City Charter and other laws, may enact regulations under either or both of these scenarios, but as described above,

either path may result in unintended consequences and/or complicated legal challenges. Again, the Council can do nothing or defer discussion. Lastly, the Council could pass a resolution asking the State to examine this issue. They have greater resources to study, regulate, and defend. He added that his concern is how to determine if these activities are harmful and how is a City to decide. This not an area that municipal government has expertise in, whereas the State would have resources to address this issue.

Mayor Copeland stated his appreciation of the recap of the situation and invited discussion from his fellow council members. Mr. Dorsey stated that good discussions have been held, but at this time, there does not seem to be a plan or solution that will benefit everyone in the community. He made a motion to start looking at an ordinance with Council working with the City Attorney to develop language to get these type of events in line with community standards. Mr. Kane requested that Mr. Dorsey's motion would include authorizing Mr. Kane to obtain outside counsel to assist him in developing such an ordinance in which Mr. Dorsey agreed to include that in his motion, and to also add that sufficient time be allowed for the legal advisors to develop the ordinance. Ms. Roane stated that she would like to speak before the motion proceeded. Mr. Dorsey agreed to set aside his motion so that the other Council members could speak and provide input.

Ms. Roane stated that her goal as a City Council member is to always consider the health, safety and general welfare of the citizens of Bartlesville. She stated that she has heard from several and realizes that this issue has been disconcerting and divisive, and she felt that a content neutral ordinance would be the most fair and non-discriminatory. She added that she does not want to consider an obscenity ordinance due to how the research she conducted proved obscenity as hard to define. She also agreed that a resolution asking State legislators to address this issue also be prepared for review so that the law is consistent among the States cities and towns.

Mr. Roszel stated that he has spoken to many people on both sides of the issue and he feels it is important not to take a misstep in this decision due to how it could affect the community. He provided an example of how important freedom of speech is to him, even if a group such as the KKK leased a park for an event. He stated that he would not agree with their event, but that they have the right to assemble and free speech. He added that the Oath he took to be a City Council member included a promise to defend the Constitution, and he would fight for to uphold it. He concluded that the community has held a healthy dialogue about this issue; that the City Attorney advised the City Council on actions that could be taken including taking no action and why; how he feels it is time to come together, heal the wounds, and work instead on the goals included in the Strategic Plan. His desire is that Council take no action on this issue.

Vice Mayor Curd praised the community and the good faith efforts on both sides of the table. He stated that he was part of the negotiations between the City and OKEQ and stated that those negotiations did not break down; that it was the petitioner's side of negotiations that ended. He feels that both sides of the issue has been heard, the constitutional side and the religious side, and he agrees with Ms. Roane on developing a content neutral ordinance. He also agrees on submitting a resolution to State legislatures to regulate this issue and feels that if it is accompanied by an adopted ordinance, then the legislators would see how committed Bartlesville is in getting a law in place. He assured constituents that the ordinances and resolution would be fully reviewed before voting on them.

Mayor Copeland stated that the City Council has only spoken to staff and not to each other about this issue until this meeting, and he appreciated their input. He agrees and supports a resolution asking the State to look at regulating events such as being discussed which would allow conformity state-wide, as well as to provide direction and understanding. He added that a content neutral ordinance may have unintended consequences but could be dealt with as they occur.

Mayor Copeland returned to Mr. Dorsey and his motion. A brief discussion ensued covering the amount of time that should be allowed to develop the ordinance and resolution which they determined at 120 days. Mr. Kane then asked for clarity on the motion for the ordinance(s) he is being asked to prepare, whether to address community standards which would entail defining obscenity, or what other council members requested looking more for content neutral language. He provided examples of a content neutral ordinance per the legal brief he had provided to the Council. Following further discussion and an explanation of content neutral ordinances, Ms. Roane retracted her request for a content neutral ordinance due to a misunderstanding that it would not address what she felt is needed regarding adult entertainment in public places. Discussion followed covering nudity laws that are already in place; that an obscenity ordinance would include community standards; if the concerns of the community could be addressed in a content neutral ordinance; another review by Mr. Kane on what is allowable in a content neutral ordinance which would not include obscenity regulations; how adult entertainment is already regulated in private/business situations; and how adult entertainment would be defined.

Mayor Copeland said he has not heard anyone disagree that adult entertainment should not be managed appropriately, but that the difficulty is agreeing on how adult entertainment can be defined. Mayor Copeland reviewed Mr. Dorsey's motion with him, and Mr. Dorsey concurred with the content of the motion. Mr. Kane clarified that the Council does have the authority to regulate a community standard definition/obscenity ordinance and how such an ordinance would open the Council to litigation. Vice Mayor Curd seconded the motion and Mr. Roszel asked for the motion to be re-read.

Mr. Dorsey moved to direct staff to authorize City Attorney Jess Kane to obtain outside counsel with expertise in constitutional law to assist with drafting options for possible municipal ordinances that may be both content neutral, or that which applies to everyone rather than a specific individual or group, and which seeks to define and regulate obscenity in Bartlesville, and to direct City staff to draft a resolution for possible council approval to request that the Oklahoma Legislature review adult entertainment in public places and provide direction, if applicable, and allowing 120 days from the date of this meeting to prepare such documents, seconded by Vice Mayor Curd.

Mr. Kane confirmed that he will be allowed to obtain outside counsel for assistance in developing the options set out in the motion. All agreed.

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

Voting Nay: Mr. Roszel

Motion: Passed

10. Discuss and take possible action on a Memorandum of Understanding between Grand Mental Health and the City of Bartlesville to create a Crisis Intervention Response Team

Program, to provide for two (2) mental health case managers and two (2) police officers to be paired up as mental health co-response teams, with the City providing funds to Grand Mental Health for the two (2) mental health case workers in the total amount of \$100,000.00 per year, beginning January of 2023. Presented by Captain Ickleberry, Bartlesville Police Department.

Captain Ickleberry reported that due to the rising issues of mental health and homelessness within the Bartlesville community, and across the nation, Law Enforcement has been made to deal with persons in mental health crisis on a regular basis. Bartlesville Police deal with persons in crisis daily. They and Grand Mental Health began discussions in 2022 to create a co-response mental health team to better address the continued mental health of citizens in an effort to find long term solutions to better assist those in crisis. The goal is to help those in mental health crisis to better maintain the mental health and to reduce the number of possible violent encounters that may be forced to occur if dealt with by law enforcement alone. Captain Ickleberry continued reporting that two mental health care coordinators will be hired at \$50,000 each and two police officers will be hired at \$61,597.97, all of which will be funded by the City of Bartlesville. Ongoing applications are applied for by Grand Mental Health to help sustain the future of the program, moving forward with the City committing to fund the project for three years or until grant funds are found. The funding has already been approved by City Council as part of the 2022-2023 budget year, but the Memorandum of Understanding is needed to move forward with the activating the Response Team. Captain Ickleberry introduced the Team as follows: Jim Warring-Grand Mental Health, Officer Sierra Compton-BPD, Officer Maggie Blevins-BPD, Cory Bryson-Grand Mental Health, and Allison Klasna-Grand Mental Health.

A brief conversation was held about the change of name from Grand Lake Mental Health to Grand Mental Health; appreciation for the police department and members of the Response Team; and how important this service is to our community.

Vice Mayor Curd moved to approve the Memorandum of Understanding as presented, seconded by Mr. Dorsey.

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

11. Discuss and take possible action on an application from Taylor Kimrey, LLC for Final Plat approval of a 113-lot residential development to be known as Stonebranch 3rd Addition, located on a 61.93 acres +/- tract on the north side of Tuxedo Boulevard, one-quarter mile east of Madison Boulevard, legally described as part of the East Half of the Southwest Quarter of Section 3, Township 26 North, Range 13 East, Washington County, Oklahoma. Presented by Greg Collins, Assistant Director, Community Development.

Mr. Collins reported that the applicant, Taylor Kimrey, LLC, requests approval of the Final Plat of Stonebranch 3rd Addition, a 113-lot residential subdivision on 61.93 acres on the north side of Tuxedo Blvd., ¼ mile east of Madison Blvd. In December 2020, the City Planning Commission approved the Preliminary Plat, and the infrastructure to serve the development has since been completed, inspected and approved by the City. Mr. Collins reviewed the

various requirements and criteria, and reported that staff recommends approval of the Final Plat of Stonebranch 3rd Addition subject to the following conditions:

1. Approval of the following plat variances as set out in the final plat and as built in the subdivision: a. Lots 1 through 4 exceeding the recommended depth to width lot ratio in Subdivision Regulation 5-502; b. Austen Lane exceeding the recommended length of 500 feet for cul-de-sac streets.
2. Add a plat note stating no parking in the cul-de-sacs for Austen Ln, Blue Bird Rd, Coldspring Ln, and Brandon Ln, and require “No Parking signage” installed by the developer, or other measure to the satisfaction of City staff.
3. Entrance signage and median: Applicant shall add a plat note and/or a statement in the subdivision covenants stating the private ownership and maintenance responsibility of the entrance signage and median areas located at Tuxedo Boulevard and Blue Bird Road.
4. Outlot A: Applicant shall add a plat note and/or statement in the subdivision covenants stating the private ownership and maintenance responsibility of Outlot A and its purpose to be used as a private park.
5. Applicant shall submit for City staff review and approval the subdivision’s covenants, conditions and restrictions.
6. Completion of the following prior to the final plat being released for recordation: a. Construction of a temporary turnaround where Ohio Street dead ends. b. Payment of all development fees.
7. Construction of a 5-foot sidewalk along Tuxedo Blvd and improvement of drainage near intersection of Blue Bird Rd. and Tuxedo Blvd. by the developer prior to issuance of a certificate of occupancy on the first residence in the subdivision.

Mayor Copeland suggested that Item 4 have greater clarity that the park will be private and not maintained by the City. Mr. Collins agreed and will remove the word “or” out of the “and/or” portion of the condition.

Mr. Dorsey moved to approve the Final Plat with amendment to Condition 4 as presented, seconded by Vice Mayor Curd.

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

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 SE Seneca Avenue, legally described as Lot 12, Block 7, Guthrie Addition, Bartlesville, Washington County, Oklahoma. Presented by Greg Collins, Assistant Director, Community Development.

Mr. Collins, using a PowerPoint presentation, reported that Kyle Persaud, representing Caleb Swanson, filed an application 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. 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. Mr.

Swanson was aware of the liens when he purchased the property. Mr. Persaud states in the application that Mr. Swanson wishes to build a modular home on the lot. 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. Mr. Collins provided examples of the proposed modular home, and future estimated property tax revenue. Mr. Collins concluded that 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. Mr. Persaud is available to answer questions if needed.

Mayor Copeland invited Mr. Persaud to speak on his client's behalf. Mr. Persaud stated that he filed a quiet title on all entities involved at the request of his client, and that the City filed their response stating their objection to the quiet title. He provided a list of all quiet title lawsuits against the City and only one had a response filed in the last 20-30 years. Due to this past history, his client felt assured the City would release the liens or he would not have purchased the property. Mr. Persaud stated that his client is not able to pay the lien, therefore the property will not bring any tax value into the City.

Discussion was held about the City's alleged responses to tax lien lawsuits; Mr. Kane's response that as the City's attorney, he would always respond to a City lawsuit; how the lien was public record and that the applicant had knowledge of the liens prior to the purchase of the property; that there is a City policy that has been in place for the past two years that handle these types of requests and the criteria that is to be met according to the policy.

Mr. Roszel moved to deny the release of the City liens on this property, seconded by Ms. Roane.

Discussion was held as to what recourse the applicant would have if they met the criteria set out by City policy in the future; how that applicant knew about the policy but did not want to proceed with meeting the criteria set therein; and that if the applicant is allowed future recourse with the property, would a timeline be desired.

Mr. Roszel withdrew his motion, and Ms. Roane withdrew her second. Mr. Kane offered that the action at this time could be to deny release of the City liens, without prejudice, in the event the applicant wishes to proceed to within City policy as set out by Mr. Collins in his report.

Mr. Roszel moved to deny the release of the City liens on this property, without prejudice, seconded by Ms. Roane.

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

13. Presentation and possible action on an agreement between the City of Bartlesville and 4F Sports, LLC for the lease and operation of the Price Fields Complex. Presented by Vice Mayor Jim Curd, Jr.

Vice Mayor Curd reported that over the past several years, the management of Bartlesville's sports fields has undergone several transitions. In the recent past, the City was responsible for all maintenance and leased the facilities directly to user groups. In an effort to expand utilization of the fields and better organize youth athletics in Bartlesville, the City contracted with the YMCA. Under this agreement, the YMCA leased the fields from the City and, as governed by the terms of the contract, subleased the fields to the user groups. Under this arrangement, the City was still responsible for the maintenance of the facilities. During the budget process, he and Councilmember Dorsey expressed an interest in exploring more effective methods of managing and maintaining the fields. To this end, Staff conducted a best practice review of the most successful youth baseball/softball field operations in the Tulsa area. The results of this review indicated that most of the successful baseball/softball complexes use a similar model. In this common model, the City leases the facility directly to a competent user group who is responsible for maintenance and operations of the complex. Key to the success of this model seems to be aligning authority and responsibility. For example, if the user group will be allowed to make their own rainout calls, then they also have to be responsible for maintenance and any issues caused by rainout calls. Through this combination of authority and responsibility, most complexes have seen increased use of their facilities and increased satisfaction of participants. After this review, the City decided to proceed with a trial of this model at Price Fields for baseball and softball. To accomplish this, the City issued a request for qualifications (RFQ) on October 25, 2022 to all interested parties receiving four submissions total. On December 14, 2022, an ad hoc review committee composed of Councilmember Dorsey, City Manager Bailey, he and three other Directors of the City met to review the submissions. This review committee chose 4F Sports, LLC as the most qualified group. An additional interview was conducted with 4F Sports, LLC, so that members of the committee could ask questions of the principals. An additional meeting was also held with he,

City Manager Bailey, and 4F Sports, LLC to discuss the terms of the possible agreement. 4F Sports, LLC is a non-profit LLC formed by John Pannell. Mr. Pannell has been a coach and/or manager for Bartlesville High School, Bartlesville Mid-High, and Doenges American Legion. Mr. Pannell has assembled a team of experts that will assist him with operations, field and facility management, marketing, concessions, financial services, safety, and umpires. The proposed agreement is based on a model agreement used by Owasso aligning responsibility and authority. The most important terms of this agreement are summarized as follows:

- 4F Sports will not owe a lease fee to the City but will instead mutually agree on improvements that 4F will make to the facility. This provision is waived for the first year to reduce the initial start-up costs on this organization.
- 4F Sports will have the right to operate baseball/softball recreational and competitive leagues and to coordinate tournaments at Price Fields.
- This initial agreement is for one year.
- 4F Sports is responsible for maintenance and repair of the entire complex.
- City shall inspect the fields to ensure compliance with this agreement.

Vice Mayor Curd concluded that the ad hoc review committee recommends that the City Council approve the agreement between 4F Sports and the City. He added his appreciation of the YMCA and their management, but he feels that 4F Sports, LLC will provide a type of management that may be more beneficial to the community.

Vice Mayor Curd moved to approve the agreement with 4F Sports, LLC as presented, seconded by Ms. Roane.

Mayor Copeland stated his agreement with Vice Mayor Curd about appreciating the YMCA for their past work on the baseball/softball program, and also feels that this new management may be more efficient to all parties concerned. Mr. Roszel expressed his respect for the quality of the RFQ, and inquired that since Price Fields is a City park, how will use of it by citizens be handled. Mr. Pannell stated that he would work with anyone who wishes to use the fields. Mr. Roszel expressed his appreciation for Mr. Pannell's reputation and wished him well. Vice Mayor Curd stated that primary user groups will have first priority to the fields, but it is a City park and everyone is welcome.

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

Voting Nay: None

Motion: Passed

14. New Business

There was no new business

15. City Manager and Staff Reports.

Mr. Siemers reported that Tuxedo bridge has a pot hole in the interior west bound lane with daylight showing, therefore a substantial safety issue. Traffic has been re-directed at this time. Initially, discussion was held as to whether to get it patched quickly by a contractor or by City staff, or continue to keep it closed until rehabilitation can begin which is scheduled to begin in late summer or early Fall. A design study of the bridge is underway at this time, and the engineers involved will be inspecting the bridge in a couple of weeks. Mr. Siemers provided

details of the bridge, materially and financially, and assured the Council that monitoring will continue and staff will keep them apprised of the situation.

16. City Council Comments and Inquiries.

Mayor Copeland stated that a lot of ground was covered this evening with many important items considered. He added that Chief Roles reported that citizens enjoyed New Year's Eve, with a few citizens who utilized the Safe Ride option provided by the Chief and his staff.

17. There being no further business to address, Mayor Copeland adjourned the meeting at 8:22 p.m.

Dale W. Copeland, Mayor

Jason Muninger, CFO/City Clerk



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to appoint Margaret Anton to a three-year term and reappoint Mr. Kregg Cammack and Mr. John Joyce to additional three-year terms on the Bartlesville Adult Center Trust Authority

Attachments:

Ms. Anton's application

II. STAFF COMMENTS AND ANALYSIS

Ms. Sandra Wade's term has expired on the Trust Authority, and Ms. Anton has expressed her desire to serve. She enjoys volunteering and being a part of the 55+ Activity Center. The trustees felt that she would be a valuable addition to the Trust Authority.

Mr. Cammack and Mr. Joyce have served one term and expressed their desire to continue serving. They are both considered assets to the Trust Authority.

III. RECOMMENDED ACTION

Staff and Mayor Copeland recommends the appointment of Ms. Anton and the reappointments of Mr. Cammack and Mr. Joyce at the City Council Meeting scheduled for February 6, 2023.

Elaine Banes

From: ian@bitbrilliant.com
Sent: Monday, January 23, 2023 2:29 PM
To: Elaine Banes
Subject: New submission from Application for City Boards, Commissions, Committees & Trust Authorities

CAUTION: External Source. THINK BEFORE YOU CLICK!

Please check the ones you wish to serve on:

- Bartlesville Adult Center Trust Authority

Name

Margaret Anton

Address

4928 SE Fordham Dr
Bartlesville, Ok 74006
[Map It](#)

Cell Phone

(713) 824-3514

Email

marge.anton@yahoo.com

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

Volunteer Work
Management before retirement

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

Tuesday House
Pilot Club
55+ Activity Center

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

Help the Community

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approval to appoint Richard Sparks to a three-year term on the Sanitary Sewer Improvement Oversight Committee (SSIOC).

Attachments:

Richard Sparks application

II. STAFF COMMENTS AND ANALYSIS

Richard is a mechanical engineer with 50 years experience in the engineering field. His background & experience will provide valuable insight to the SSIOC.

III. RECOMMENDED ACTION

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

Please check the ones you wish to serve on:

- Sewer System Improvement Oversight Committee

Name

Richard Sparks

Ward Number

5

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

Mechanical engineer, started as a co-op student in 1973 at Caterpillar, worked Deere & Co. and Clark Material Handling until retirement in 2016. 3 years of consulting work with Deere since retirement. Most of my volunteer work in this community was with my church.

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

No previous community involvement due to frequent international travel for Deere. Lived here since 1995. I see this service position as a way to enter into service for our community.

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

Stewardship of resources to provide the necessary sewer services at a reasonable cost. Conduct future planning as this community grows in conjunction with planning and development.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

City Council consideration and reappointment of Jay Janzen and Denise Parks to the History Museum Trust Authority.

II. STAFF COMMENTS AND ANALYSIS

I would like to recommend the reappointment of both Mr. Janzen and Ms. Parks to the History Museum Trust Authority. Both are devoted members of this Board. They have a deep respect for Bartlesville's history and its preservation. They attend programming events at the Museum and participate in the quarterly meetings.

Mr. Janzen was appointed to fill the unexpired term of former member Ed Gordon. This will be his first term. Ms. Parks was appointed to fill the unexpired term of former member Louise Reich. This will be her first term as well.

III. BUDGET IMPACT

There are no budget considerations with this request.

IV. RECOMMENDED ACTION

I recommend the reappointments of Jay Janzen and Denise Parks to the Bartlesville History Museum Trust Authority.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

City Council consideration and reappointment of Rob Fries to the Bartlesville Library Board.

II. STAFF COMMENTS AND ANALYSIS

I fully support the reappointment of Mr. Fries for his third term on the Bartlesville Library Board. With his knowledge and experience in legal matters, he has helped the Board and Staff make sure all policies are legal and enforceable.

Mr. Fries is currently serving as Vice-Chair.

III. BUDGET IMPACT

There are no budget considerations with this request.

IV. RECOMMENDED ACTION

I recommend the reappointment of Rob Fries to the Bartlesville Library Board.



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to reappoint Ms. Laura Higbee to a three-year term on the Board of Adjustment.

II. STAFF COMMENTS AND ANALYSIS

Ms. Higbee was appointed to fill the unexpired term of Mr. Jessie Gonzalez in February 2022. The term expired in January 2023. Ms. Higbee is eligible for reappointment to a three-year term, expiring in January 2026.

III. RECOMMENDED ACTION

Staff recommends the reappointment of Ms. Higbee to a three-year term on the Board of Adjustment at the February 6, 2023 City Council meeting.



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to reappoint Ms. Sara Freeman to a three-year term on the City Planning Commission.

II. STAFF COMMENTS AND ANALYSIS

Ms. Freeman was appointed to a three-year term on the City Planning Commission in February 2020. Her term expires in February 2023. She is eligible for reappointment to a three-year term, expiring in February 2026.

III. RECOMMENDED ACTION

Staff recommends the reappointment of Ms. Freeman to a three-year term on the City Planning Commission at the February 6, 2023 City Council meeting.



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to reappoint Mr. Ben Rovenstine to a three-year term on the Park Board.

II. STAFF COMMENTS AND ANALYSIS

Mr. Rovenstine was appointed to fill the unexpired term of Mr. Ted Lockin in February 2021. The term expires in February 2023. Mr. Rovenstine is eligible for reappointment to a three-year term, expiring in February 2026.

III. RECOMMENDED ACTION

Staff recommends the reappointment of Mr. Rovenstine to a three-year term on the Park Board at the February 6, 2023 City Council meeting.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to update Article 25, Section 2 of the International Association of Fire Fighters (IAFF) Collective Bargaining Agreement.

Attachments:

IAFF Memorandum of Understanding

II. STAFF COMMENTS AND ANALYSIS

The City of Bartlesville provides health and dental insurance coverage for employees with the exception of firefighters. For these employees, the City provides an insurance subsidy. This subsidy provides them funds to purchase insurance from a statewide insurance plan through the International Association of Firefighters

Article 25, Section 2 of the Contract with the Firefighters provides subsidy rates through the end of 2022. The attached Memorandum of Understanding sets subsidy rates for calendar year 2023.

Memorandum of Understanding was reviewed by City Attorney Jess Kane.

III. BUDGET IMPACT

There was between a 6.1% and 15.1% increase in the amount of the subsidy given to the members of the IAFF depending on their tier of coverage; however, this increase was accounted for in the 22-23 fiscal year budget.

IV. RECOMMENDED ACTION

Staff recommends approval and execution of the memorandum of understanding.

MEMORANDUM OF UNDERSTANDING

WHEREAS, THE CITY OF BARTLESVILLE, hereinafter referred to as "CITY", has entered into agreement with BARTLESVILLE PROFESSIONAL FIRE FIGHTERS, LOCAL 200, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter referred to as "LOCAL" for Fiscal Year 2022-2023; and

WHEREAS, Article 25, Section 2 provides that new rates will be established effective January 1, 2023 to determine the contributions by the CITY; and

WHEREAS, CITY and LOCAL have agreed on the new rates for Calendar Year 2023.

NOW THEREFORE, pursuant to the agreement of the parties, the contribution rates for the CITY to pay the LOCAL for Calendar Year 2023 are as follows:

	Medical	Dental
Employee Only	\$591.38	\$22.76
Employee & Spouse	\$920.28	\$33.29
Employee & Child	\$775.98	\$39.19
Family	\$1,368.87	\$64.09

APPROVED by the parties hereto this 6th day of February, 2023.

CITY OF BARTLESVILLE

BY: _____
Mayor

IAFF LOCAL 200

BY:  _____
President

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approval of a professional service contract with BKL Inc. (BKL) for design services on the Park Roads and Parking Lots project.

Attachments:

Contract

STAFF COMMENTS AND ANALYSIS

Five of the priority projects included on the voter approved 2020 General Obligation Bond are roads and parking lots of Johnstone Park, Sooner Park, Jo Allyn Lowe, and Lyon Parks. The projects have been combined to form a single engineering project. Staff site investigations have identified priorities which will be designed through this contract. Combined, the 2020 G.O. Bond allocated \$822,000 for the design and rehabilitation of the park roads and parking lots. An additional \$358,000 was approved as part of the 2018 GO Bond for parking improvements in Johnstone Park and was issued as part of the 2021A Issuance. These funds will be used to supplement the project budget. The combined funds result in a total project budget of \$1,180,000.

The Engineering Department selected BKL for the design of this project. After selection, Engineering met with representatives from BKL to delineate scope for the project and negotiate work to be included in the contract.

The proposed contract includes completing final plans and specifications to meet the recommendations of the City staff. The proposed contract price for the work is \$106,250.00.

RECOMMENDED ACTION

Staff recommends approval of the professional service contract with BKL, Inc.



BKL, Incorporated

1623 East 6th Street
Tulsa, Oklahoma 74120

918-835-9588

www.bklinc.com

Mr. Micah Siemers
401 S Johnstone Ave
Bartlesville, OK 74003

RE: Letter of Agreement
Civil Services for Park Improvements throughout the City in Bartlesville, OK

Dear Mr. Siemers:

We appreciate your consideration for engineering services for the above referenced project. This is a Letter of Agreement and Notice to Proceed for the Civil Services for the design of park improvements at four different parks throughout the City of Bartlesville, OK.

PROJECT DESCRIPTION:

The project involves the design and plan production for various improvements at four parks throughout the City of Bartlesville. These improvements are described in the attached exhibits for each of the park locations. Also attached is the original scoping document from the City of Bartlesville that includes the proposed construction cost at each park location.

SCOPE OF SERVICES:

BKL will provide the Civil Design for the final plans and specifications for the project.

CIVIL PAVING AND DRAINAGE SCOPE:

BKL will provide design engineering services and assist with the bidding and construction administration for the site project defined above. The project will include approximately \$1 million of park improvements as described in the exhibits. BKL will provide plans, details, specifications and estimates for the construction of the project. The project will be designed to meet current city and state criteria. Consultant shall provide final construction drawings and contract documents for the Project. Included in the plans will be the details listed below:

- Roadway Plan and Profile
- Parking Lot Layouts
- Pavement Typical Section Details
- Quantity Schedules
- Erosion Control Details
- Signing and Marking Plans
- Drainage Layout and Design
- Special Detail Sheets (If Needed)



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BIDDING ASSISTANCE SCOPE:

BKL will assist with the bidding and construction phase of the project. The bidding assistance will include providing sealed construction documents, and if needed, assisting with the preparation of the bid tabulations, and attending the Pre-Bid meeting.

PROJECT SITE VISITS:

The scope of this project will include a total of four (4) site visits from BKL personnel. These site visits will occur during the design and construction phases of the project. Any additional site visits will be considered additional expenses at a rate of \$1,000 per site visit.

ADDITIONAL SERVICES:

Other services that are not associated with the Scope of Services shall be considered as additional services. Additional services would include Owner directed work that is clearly outside of the base contract. Additional services may include the following, but not limited to:

- Plan Revisions: Plan revisions (minor alterations) are expected and therefore are included as part of our services in the base contract. Although, if plan adjustments exceed normal revisions or if a complete redesign is required then additional services shall be negotiated to meet an adjusted scope of services.
- Traffic study, counts or warrants
- Utility coordination, relocation design, or construction drawings related to Project
- Environmental study and clearance
- Right of way or easement acquisitions
- ROW/Easement survey staking
- Permit fees for City, County or State
- Construction material testing
- Resident Project Representation for the Project
- USACE 404 Permit Process
- Construction Administration Services not mentioned above, including but not limited to:
 - Attending progress meetings
 - Construction Site Visits
 - Project administration
 - Field inspections
 - Project Closeout Document
 - Submittal Review



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FEES

For the project described above the total fee for the design efforts will not exceed **\$ 63,750** for Preliminary Plan Design, **\$ 37,200** for Final Plan Design, and **\$ 5,300** for Bidding Assistance for a total Lump Sum of **\$ 106,250**. Should additional items be identified that warrant additional engineering design and require additional fees, we will contact you prior to initiating this work. Unless otherwise instructed, invoices will be submitted to the address listed above. The breakdown of the fee per park location is provided below:

- Jo Allyn Lowe Park – \$ 12,750
- Johnstone Park – \$ 49,500
- Lyon Park – \$ 4,000
- Sooner Park – \$ 40,000

DELIVERABLES

The project is expected to be done in three stages of completion: 50% Preliminary Plans, 90% Final Review Plans, and Final Plans, Specifications, and Estimate (PS&E). Items to be delivered at each completion stage of the project include:

- Three (3) hard copy drawings (11x17) and an electronic PDF (Sealed for PS&E).

PERFORMANCE SCHEDULE

We anticipate starting the engineering design within 1 days of written Notice to Proceed (NTP). Preliminary plans are expected within 120 days of NTP, Final Review Plans are expected within 60 days after the Preliminary Plan review meeting, and Final PS&E submittal expected within 30 days after the Final Plan review meeting.


INVOICING METHODS

Invoices are generated monthly based on percentage of design work completed.

AUTHORIZATION TO PROCEED

An authorization to proceed is understood upon signing of this document. If authorization to proceed is not received within 30 days from the date of the receipt of this agreement, the agreement and the conditions stated herein will become void.

Date



Ryan Mahaffey, PE
12/30/22
Date

Thank you for the opportunity to provide our services. If you have any questions, or if we can be of further service, please do not hesitate to contact us.



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ADDITIONAL SERVICES

Additional services outside of the original scope, including construction phase services, can be billed at an hourly rate. These services shall be provided only upon authorization of the Client/Owner.

Principal	\$200.00	Design Tech	\$12500
Project Manager	\$175.00	CAD Tech	\$115.00
Project Engineer	\$150.00	Office Manager	\$110.00
Design Engineer	\$135.00	Administrative	\$80.00

OTHER CONDITIONS

HAZARDOUS OR TOXIC SUBSTANCES

Unless otherwise provided in this agreement, the Engineer and the Engineers' consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. All hazardous/toxic substances will be removed from the project site or otherwise remedied according to applicable laws and regulations by Client/Owner prior to commencement of this project's construction.

EXISTING CONDITIONS/DOCUMENTS

As part of the services provided, the Engineer will investigate the existing facility and verify the accuracy of the original documents, drawings and specifications, if available. This investigation and verification will be done to the best of the Engineers' ability as professionals. As the project will include renovation of an existing facility, unforeseen conditions may arise during the course of the project, which may not be discovered during the investigation and verification by the Engineer. The Engineer will attempt to incorporate the resolution of these hidden conditions as part of the project. However, if these conditions necessitate extensive design services beyond what is initially contemplated, the Engineer will request additional services from the Owner and receive approval in writing prior to commencement of these services.

CONSTRUCTION COST

The Engineer cannot and does not warrant any estimated pricing or probable construction cost information developed for the project by the Engineer. The Client/Owner agrees and acknowledges that BKL, Inc shall not be held liable for any damages and/or claims arising out of, or relating to, such cost or budget estimates. Any review and/or evaluation by the Engineer of cost data and budget estimates made by others shall not be interpreted as BKL's approval and/or ramification of such cost, budgets or estimates.

TERMINATION OF AGREEMENT

Either party may terminate this agreement upon written notice, effective immediately. In such event, the Client shall pay BKL, Inc. compensation for professional services and reimbursable expenses to termination date, plus all expenses directly attributable to termination for which BKL, Inc. has not otherwise been compensated, in accordance with the terms of this agreement. If BKL, Inc. terminates the agreement, and provided BKL, Inc. is not in breach, the Client shall pay Engineer's compensation for actual services rendered and reimbursable expenses incurred prior and up to the termination date. If termination occurs, BKL, Inc. will provide the Client/Owner with copies of all design and research materials to date.

IDEMNIFICATION

The Client/Owner shall indemnify and hold harmless the Engineer from any and all liability, loss, or damage which the Engineer may incur in connection with any claims made against the Engineer regarding the project and/or any contract entered into between the Client and the Engineer, unless such claims arise solely from the negligence, malfeasance, breach or default of the Engineer in performing under this agreement. Should the Engineer incur any such liability, loss or damage as a result of such a claim, or in defense against any such claim, the amount thereof, including costs, expenses, and reasonable fees of the Engineers' attorney, together with interest thereon as provided by law, shall be paid by the Client or shall be reimbursed by the Client to the Engineer. The Engineer shall hold harmless and indemnify the Client against injury, loss or damage arising as the direct result of the sole negligence, malfeasance or breach of the Engineer in performing under this agreement.

LIMITATIONS OF LIABILITY

The Client/Owner and Engineer have discussed the risks, rewards and benefits of this project. The risks have been allocated such that The Client/Owner hereby agrees that, to the fullest extent permitted by law, the Engineer, and the Engineers' employees, consultants and agents, total maximum liability to the Client/Owner, and to all Construction Contractors and Subcontractors, in any way associated with the project, shall be limited to the total fees paid to the Engineer in effect at the time of any claim. Such causes include but are not limited to negligence, errors, omissions, strict liability, or breach of contract. Additional coverage may be obtained at the expense of the Owner. Failure to exercise the option for additional coverage waives any claim of liability beyond such limits. The Client/Owner agrees to require of the Contractor a similar limitation of the Engineers' liability to the Contractor and to the Contractor's Subcontractors due to the Engineers' allegedly negligent act, errors or omissions.

PROMOTIONAL REFERENCES:

The Client/Owner hereby releases BKL, Inc to depict complete project photography in promotional and marketing literature without restriction.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approval of an amendment to the professional service contract with Freese and Nichols, Inc. for design services on the Sunset Boulevard over Butler Creek Bridge Rehabilitation and Repair project. The amendment will add design for a parallel pedestrian bridge.

Attachments:

Contract Amendment #1

STAFF COMMENTS AND ANALYSIS

Improvements to the pedestrian path to Oak Park was included in the 2020 Half Cent Sales Tax Extension. While the funds for this project were originally included in year four, the opportunity to add the design to the adjacent Sunset Blvd over Butler Creek bridge project provides the City with an opportunity to eliminate duplicate work resulting in cost savings for the City. Advancing the pedestrian bridge is made possible by delaying the implementation of roadway projects. The 2020 Half Cent Sales Tax Extension allocated \$400,000 for design and construction of the bridge.

The proposed contract amendment #1 includes completing final plans and specifications for a stand-alone shared use bridge. The proposed contract price for the work is \$96,045.00.

RECOMMENDED ACTION

Staff recommends approval of the professional service contract amendment #1 with Freese and Nichols, Inc.



City of Bartlesville

FNI Project: BTO22772

401 S. Johnstone Avenue

Bartlesville, OK 74003

Date: 2/1/2023

Project Name: Bridge Rehabilitation: Sunset Boulevard over Butler Creek.

Description of Services: This amendment adds additional services to the contract for the design of a shared-use path bridge parallel to the existing bridge at Sunset Blvd. over Butler Creek. The shared-use path bridge will be included in the plans and bid documents as and add-alternate to the project to allow for the bridge rehabilitation project to be awarded with or without the add-alternate shared-use path bridge. Services for this amendment include:

ADDITIONAL TOPOGRAPHIC SURVEY – Perform additional topographic survey for an additional 30 ft. wide by 400 ft. area along the east side of the survey included in the original project scope as shown on Exhibit 1:

Additional Topographic Survey Deliverable:

1. Submit a MicroStation CAD file for the above-described area with proper annotations (per FNI CAD Standards), as well as the following:
 - a. Surface model with contours at a 1.0' interval.

GEOTECHNICAL INVESTIGATIONS – The proposed geotechnical scope of work for the project will consist of field exploration, laboratory testing, and reporting, as presented below:

Field Exploration:

1. Conduct one (1) site visit to select and mark appropriate locations for two (2) exploratory borings, each located within 25 feet of the northern and southern abutments of the existing bridge.
2. Coordinate with the City and notify OKIE 811 of the planned borings prior to commencement of the field exploration activities in order to locate existing underground utilities within the area.
3. Drill two (2) geotechnical borings to a depth of 50 feet, or 15 feet into unweathered rock, whichever occurs first. Based on the existing bridge borings, the anticipated unweathered rock depth is 30 to 40 feet.
 - a. Traffic control will be required to drill the borings.
 - b. Subsurface samples will be collected using 3-inch diameter Shelby tubes for cohesive soils and a 2-inch diameter split-spoon sampler in conjunction with the Standard Penetration Test (SPT) for intermediate and non-cohesive soils. Rock and rock-like materials will be tested in situ using the SPT or the Texas Cone Penetrometer, as appropriate for the material.
 - c. Groundwater observations within the borings will be recorded at the time of drilling and at the completion of drilling and sampling.
 - d. The borings will be backfilled with auger cuttings and topped off with an asphalt patch.

4. Provide personnel experienced in logging borings to direct the drilling, log the borings, and handle and transport the samples. Visual classification of the subsurface stratigraphy shall be provided per the Unified Soil Classification System (USCS).

Laboratory Testing:

1. Perform laboratory testing on select samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials. FNI will select samples for laboratory testing, assign tests, and review the test results.
2. Laboratory tests will be assigned based on the specific subsurface materials encountered during exploration. Test type and quantity may vary, but are expected to include:
 - a. Classification tests (liquid and plastic limits and percent passing the no. 200 sieve or gradation) – assume 12 tests.
 - b. Moisture content – assume 20 tests.
 - c. Unconfined compressive strength (soil) – assume 6 tests.

Geotechnical Investigations Deliverable:

1. Prepare a geotechnical data package which includes finalized electronic boring logs (with groundwater levels) and lab testing results.

Geotechnical Additional Services:

Additional services not included in this scope, requiring additional fees, may include:

1. Additional SUE, including vacuum truck, to locate nearby utilities within the vicinity of the drill locations.
2. Additional coordination for drill rig access or the use of an all-terrain drill rig to access alternate boring locations due to utility conflicts.

ADDITIONAL DESIGN - Services will include design of a separate prefabricated truss superstructure system, substructure design, updates to the plans, specifications, and estimates to include the add-alternate, and an opinion of probable construction cost for the add-alternate. Plans for the proposed shared-use path bridge will provide a 10-ft clear path between rails with proposed foundations in line with existing foundations and low chord elevations matching the low chord elevation of the existing bridge to minimize hydraulic impacts. Shared-use path approaches will be designed to connect to the existing roadway shoulder just outside of proposed new guardrail for the roadway bridge rehabilitation (approximately 190 ft. south of south end of the roadway bridge to approximately 110 ft. north of the north end of the roadway bridge).

Note: This amendment assumes the parallel shared-use path bridge will not require a separate Pre-Construction Notification (PCN) submittal to the Tulsa District USACE and the shared-use path bridge will be covered by the PCN submittal included in the original agreement. Any additional PCN submittals would be considered additional services.

Additional Design Deliverables: Deliverables will include:

- Pay Quantities and Notes (Bridge and Shared-Use Path).
- Bridge Layout Sheet for the Parallel Bridge.
- Shared-use path Plan & Profile Sheets.
- Substructure Details for Abutments.
- Foundation Details.

- Slope Protection Details.
- Miscellaneous Details.
- Opinion of Probable Construction Costs (OPCC) for the add-alternate shared-use path bridge.

ADDITIONAL HYDRAULIC MODELING – Add the proposed shared-use path bridge to the hydraulic model and include in the hydraulic analysis included in the original contract.

Schedule: See attached Exhibit 2 –Project Schedule Revised

Compensation Type: Lump Sum Fee/Cost Plus Max

Current Contract Amount: \$208,560.00

Amount of this Amendment: Additional Survey \$4,600.00 Lump Sum
 Geotechnical Investigations \$17,250.00 Cost Plus Max
 Additional Design \$72,900.00 Lump Sum
 Additional Hydraulic Modeling \$1,295.00 Cost Plus Max
 Total Amendment #1 Amount = \$96,045.00

Revised Total Amount Authorized: \$304,605.00

The services described above shall proceed as amended upon execution of this Amendment. All other provisions, terms, and conditions of the Professional Services Agreement which are not expressly amended shall remain in full force and effect.

CITY OF BARTLESVILLE

FREESE AND NICHOLS, INC.

By: _____

By: Alan C. Hutson

Name: _____

Name: Alan C. Hutson

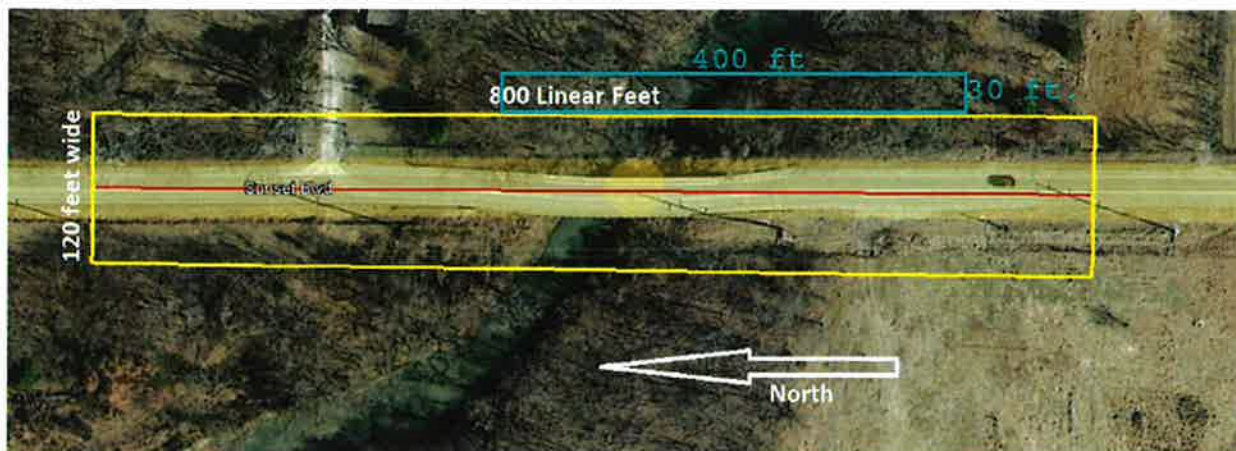
Title: _____

Title: Vice President

Date: _____

Date: February 1, 2023

Exhibit 1 - Additional Survey

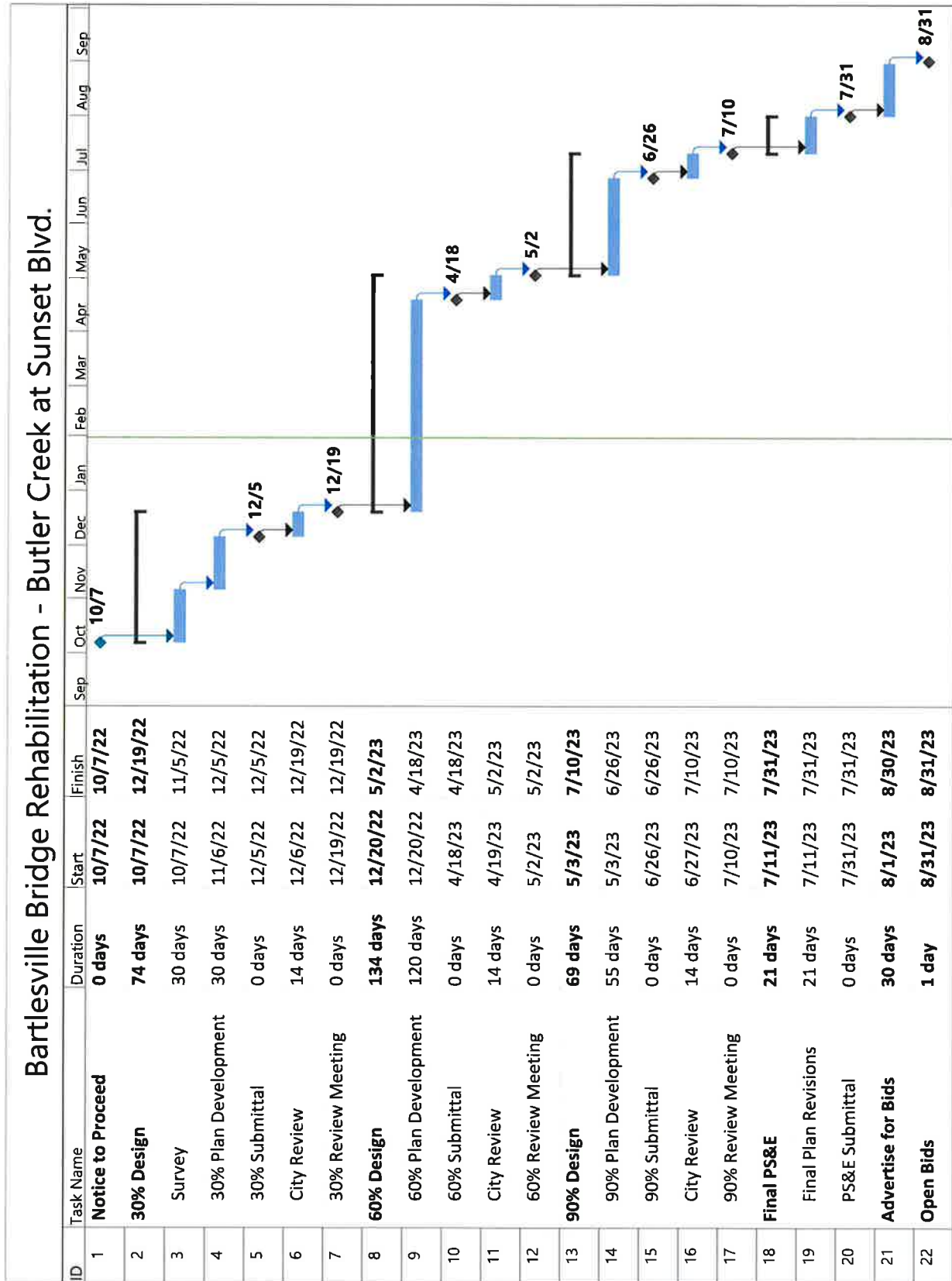


Topographic Survey Limits: 800 linear feet by 120 feet wide, approximately centered at the center point of the existing bridge. **Additional area 400 linear feet by 30 feet wide**



Section Geometry: The approximate centerline of survey is along the Osage/Washington County Lines, which is also a correction meridian. The correction meridian creates atypical section geometry and positioning, as shown in the above exhibit.

**Exhibit 2 - Project Schedule
Bridge Rehabilitation: Butler Creek at Sunset Blvd.**



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approval of a professional service and repair contract with Hi-Tech Systems, Inc. for roof repairs on the City Hall building located at 401 S Johnstone Ave.

Attachments:

Contract

STAFF COMMENTS AND ANALYSIS

One of the projects included on the voter approved half cent sales tax capital improvement fund is the City Hall Roof Repair project. The findings of roof inspections indicate need for intermediate roof repairs followed by a roof system replacement. The 2020 G.O. Bond allocated \$70,500 for the design and repair of the roof.

Since June 2022, the City of Bartlesville has worked with Hi-Tech Systems, Inc. to determine the best approach for improving the condition of the roof. The outcome of multiple site visits and inspections was performing maintenance and repairs to be followed by a more extensive roof replacement at a later date under a separate contract. The Engineering Department has negotiated with Hi-Tech Systems, Inc. for performing the interim inspection and repairs.

The proposed contract includes inspection of the existing roof and repairing deficient areas. The proposed contract price for the work is \$9,988.00.

RECOMMENDED ACTION

Staff recommends approval of the professional service and repair contract with Hi-Tech Systems, Inc.



Commercial Roofing
 Synthetic Rubber Roofing
 Metal Restoration

Bartlesville City Hall Estimate: 1/31/2023

	Description	Quantity	Units	Unit Price	Total Price
1.	MOBILIZATION, PER DAY	1	EA	\$1,140.00	\$1,140.00
2.	LABOR	34	Hour	\$95.00	\$3,230.00
3.	RESEAL PITCH PANS	3	EA	\$240.00	\$720.00
4.	MEMBRANE REPAIR	100	SF	\$37.00	\$3,700.00
5.	RIDGE ANCHOR SYSTEM	1	EA	\$1,198.00	\$1,198.00
	PROJECT TOTAL				\$9,988.00

Pay Item Notes

- MOBILIZATION, PER DAY includes all costs associated with preparing work for the day including, but not limited to, delivery of all personnel, materials, equipment to the jobsite and project overhead. This is for one day only. Any additional days will be an added cost, requiring a mobilization fee and work crew daily charge.
- LABOR shall consist of 4 technicians capable of performing tasks associate with all the work included in this project. Including Staging of all materials, Repairs of any Deficiencies throughout entire roofing system and Cleanup. Price is per laborer per hour.
- SEAL PITCH PANS includes all material and equipment associated with resealing the pitch pans as needed or removal and replacement of deficient pitch pans. Cost includes disposal of removed materials in a manner approved per OSHA regulation.
- MEMBRANE REPAIR includes all material and equipment associated with the removal and replacement of roofing membrane deficiencies using like products throughout the entire roofing system and protective coatings. Cost includes disposal of any removed materials in a manner approved per OSHA regulation.
- INSTALLATION OF RIDGE ANCHOR SYSTEM shall include all safety anchors, safety ropes, safety harnesses, fasteners, removal of safety system at the completion of the project, and all necessary repairs to the roof required after removal of the safety system. All items used shall be in good working condition and shall remain the property of the contractor while in use and at the completion of the project. Ridge anchor system shall be installed per OSHA guidelines.

Caleb Sensintaffar/V.P.
 Hi-Tech Systems, Inc.

Date: 1/31/2023

Accepted By: _____

Accepted Date: _____

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approval of a professional service contract with Keleher Architects for Pickleball Court Design.

Attachments:

AIA Contract

Keleher Architects Proposal

STAFF COMMENTS AND ANALYSIS

One of the priority projects included in the voter approved 2020 General Obligation (GO) Bond was for pickleball courts. The funding for this project was included in the 2022 Issuance of the 2020 GO Bond. Staff has worked with pickleball proponents to come up with a location that has available parking and restroom facilities nearby and a project scope that meets court space needs due to a recent increase in pickleball usership. The proposed project will be located north and adjacent to the existing tennis courts at Sooner Park, just west of the Sooner Junior Miniature Golf Course. The intent is to design for two (2) sets of four (4) courts divided by a lane with benches for a total of eight (8) courts. The design will include bid alternates for shade structures east of the courts and over the benches as well as bid a bid alternate for lighting.

Staff reached out to Keleher Architects for a proposal for design services. Keleher has proposed a fee of \$29,500 for the design which is within the \$450,000 budgeted for design and construction of the project.

RECOMMENDED ACTION

Staff recommends approval of the professional service contract with Keleher Architects for design of the Pickleball Court project.



AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

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

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

City of Bartlesville
401 S. Johnstone
Bartlesville, OK 74003

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

Dan Keleher PLLC
Keleher Architects
401 S. Dewey, Suite 216
Bartlesville, OK 74003

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

New pickleball court facility
Sooner Park
Bartlesville, OK 74006
New Pickleball courts

(Paragraph Deleted)

The Owner and Architect agree as follows.
(Paragraph Deleted)

ADDITIONS AND DELETIONS:

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

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

ARTICLE 1 INITIAL INFORMATION

(Paragraph Deleted)

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Paragraph Deleted)

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

(Paragraph Deleted)

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

See Per Attached

§ 1.1.2 The Project's physical characteristics:

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

Open field north of Sooner Park tennis Courts on Madison Blvd.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

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

.1 Design phase milestone dates, if any:

.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Bid Package

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

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

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Paul Rose

.2 Mechanical Engineer:

Thomas Keeter

.3 Electrical Engineer:

Thomas Keeter

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

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

N/A

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

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

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

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

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

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

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

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

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

§ 3.2 Schematic Design Phase Services

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

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

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

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

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

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

Init.

§ 3.5.2 Competitive Bidding

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

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

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

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

§ 3.5.3 Negotiated Proposals

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

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

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

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

§ 3.6 Construction Phase Services

§ 3.6.1 General

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

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

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

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not

with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

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

§ 3.6.5 Changes in the Work

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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

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

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2)

Init.

§ 4.1.1.26	Multiple bid packages	
§ 4.1.1.27	Historic preservation	
§ 4.1.1.28	Furniture, furnishings, and equipment design	
§ 4.1.1.29	Other services provided by specialty Consultants	
§ 4.1.1.30	Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

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

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

N/A

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

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

N/A

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

§ 4.2 Architect's Additional Services

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

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;

Init.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the

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regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

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

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

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

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

§ 8.2 Mediation

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

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permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

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

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

N/A

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

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

ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum
(Insert amount)
\$29,500.00
- .2 Percentage Basis
(Insert percentage value)
() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.
- .3 Other
(Describe the method of compensation)

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

TBD

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

TBD

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

TBD

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

Schematic Design Phase		percent ()
Design Development Phase	40	percent ()
Construction Documents Phase	50	percent ()
Procurement Phase		percent ()
Construction Phase	10	percent ()
Total Basic Compensation	one hundred	percent (100)

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

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

5 %

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

NONE

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

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

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

- .4 Other documents:

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

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

OWNER (Signature)

(Printed name and title)



ARCHITECT (Signature)

DAN KELEHER, JR.

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



KELEHER ARCHITECTS

DAN KELEHER, JR., PLLC AIA

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

1.30.2023

City of Bartlesville
401 S. Johnstone
Bartlesville, Ok 74003

Proposal for Design Services
Project: New Pickleball Courts
Sooner Park
City of Bartlesville

Scope of Work:

- Design 8 new pickleball courts on north side of existing tennis courts at Sooner Park.
- Layout/Specify associated fencing, benches, wind screens, and netting.
- Layout and provide design specifications for shade structures over bench area and east side staging/viewing area.
- Provide lighting layout and specifications for alternate court lighting.

Included Services/Deliverables

- Survey of area impacted by courts and related drainage.
- Geotech report to determine subsurface conditions and site prep required.
- Civil drainage design to install berm on north side of current detention pond and drain water to the east.
- Electrical lighting layout and specifications for alternate lighting.
- Structural design specs for post tension court slabs and shade structure footings.

Construction Documents


- Specifications for all products and materials will be provided.
- Final set will include all documents needed by City of Bartlesville for bidding of project.

Lead Time

- Geo-tech and survey will take 3 weeks to receive after notice to proceed. Drainage plans cannot begin until survey is received. Total design time will be 75-90 days after notice to proceed.

Fee

- The above referenced services will be provided for the lump sum fee of **\$29,500.00**. We can provide an AIA contract if desired or this can serve as our mutual letter of agreement. Please contact me with any questions.



Dan Keleher
Keleher Architects

Approval for City of Bartlesville

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approval of a voluntary abatement agreement with Habitat for Humanity for the demolition of 1544 SW Maple Bartlesville, OK 74003 and execution of contract agreement for demolition.

Attachments:

Map Location
Voluntary Dilapidated Structure Removal
Contract Agreement - Sanderson Construction

II. STAFF COMMENTS AND ANALYSIS

Habitat for Humanity has agreed to voluntary removal of the dilapidated structure located at 1544 SW Maple. For demolition of the structure, removal of demolition debris and site grading, a fee of \$1.00 per square foot and additional fees that do not exceed the City's maximum participation of \$3,000.00 is to be paid in full to the designated contact upon the acceptance of the agreement by Habitat for Humanity.

III. BUDGET IMPACT

\$3,000.00 – Account: 101-155-52410

IV. RECOMMENDED ACTION

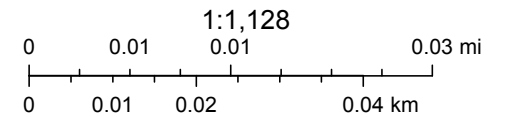
Staff recommends approval of Voluntary Abatement Agreement and execution of Demolition Agreement by the City Council at the February 6, 2023 City Council Meeting.

1544 SW Maple



2/1/2023, 3:31:42 PM

- Water meters
- Address Numbers
- Address: Land Records
- no_display_labelline
- Road-outlines
- Driveways & sidewalks
- Address_Points
- WashCo_OKWSHN20-SID-9INCH.sid
- Red: Band_1
- Green: Band_2
- Blue: Band_3



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City of Bartlesville

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VOLUNTARY DILAPIDATED STRUCTURE REMOVAL

3rd Party Contract

PROPERTY OWNER CONSENT DEMOLITION PROGRAM

City of Bartlesville, Oklahoma

RELEASE AND AGREEMENT

VOLUNTARY DILAPIDATED STRUCTURE REMOVAL

3rd Party Contract

DS-21-012

Dilapidated/Unsecured Structure- (Single Family Dwelling) VOL. DEMO

This Release and Agreement is hereby made and entered into this _____ day of _____, 20____, by and between the City of Bartlesville, Oklahoma, a municipal corporation, hereinafter referred to as City, and **BARTLESVILLE AREA HABITAT FOR HUMANITY INC P O BOX 1284 BARTLESVILLE OK 74005-1284** hereinafter referred to as Owner.

Whereas, **BARTLESVILLE AREA HABITAT FOR HUMANITY INC P O BOX 1284 BARTLESVILLE OK 74005 -1284**, is/are the Owner, free and clear of any outstanding liens, mortgages, and encumbrances of the real property located at and described in the following legal description: 1544 SW MAPLE AVE, **LOT 12 BLK 5 BELLE MEADE 1.00 LOTS, BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA.**

Whereas, Owner owns a vacant substandard, deteriorated, or dilapidated building located on the above described property (attach dimensional drawing and photograph(s) of building); and,

Whereas, Owner desires to have the building removed from the property and acknowledges that its removal is for the betterment of the public's health, safety, and welfare; and,

Whereas, City is willing to remove the building by demolition to be conducted by a contractor chosen by the City of Bartlesville; and,

Whereas, Owner is agreeable to allowing the City to demolish the building, remove all demolition debris and grade the site at the above location.

For and in consideration of the City of Bartlesville providing services in the form of removing a building owned by and with consent by Owner, that the following fee shall apply:

For demolition of the structure, removal of demolition debris and site grading, a fee of \$1.00 per square foot and additional fees that exceeds the City's maximum participation of \$3,000.00. (~~\$2475.00~~) is to be paid in full to the designated contractor upon signing/accepting the terms of this agreement. This fee will then be submitted to the contractor and upon said check or financial instrument clearing the financial institution, the actual work may proceed. In the event the check or financial instrument fails to clear, this contract/agreement shall become null and void. The remaining cost to the contractor is (~~\$2475.00~~) and will be paid by City upon completion of the work.

This Release and Agreement is entered into voluntarily and is intended to release the City of Bartlesville, its officers and employees, and agents thereof, for any and all claims that may occur as a result of services performed.

Now, therefore, Owner and City agree as follows:

1. City shall remove the building described above by demolition with voluntary consent of Owner. Owner acknowledges the vacant structure is in a substandard, deteriorated, or dilapidated condition, and that its removal benefits the public's health, safety, and welfare.

2. Contractor will be paid a fee in the amount of \$1.00 per square foot and additional fees that exceeds the City's maximum participation of \$3,000.00. ~~(\$2475.00)~~ is to be paid in full to the designated contractor upon signing/accepting the terms of this agreement. This fee will then be submitted to the contractor and upon said check or financial instrument clearing the financial institution, the actual work may proceed. In the event the check or financial instrument fails to clear, this contract/agreement shall become null and void. The remaining cost to the contractor is ~~(\$2475.00)~~ and will be paid by City upon completion of the work.

3. Owner certifies that no liens, mortgages or other ownership(s) exist concerning said property. Furthermore, any and all insurance policies covering the building, and/or any personal contents contained therein, have been cancelled and are, therefore, no longer in force and effect.

4. Owner shall indemnify and hold City harmless of and from any and all claims, suits, actions, or judgments, including all expenses, attorney fees, witness fees, cost of defending any such action or claim, or appeals, therefrom, arising out of the City of Bartlesville's demolition of the building.

5. Owner certifies that there are no hazardous materials located, stored, kept, maintained or possessed on or about the above described property.

APPROVED BY OWNER: APPROVED BY CITY:

Owner BARTLESVILLE AREA HABITAT FOR HUMANITY INC P O BOX 1284 BARTLESVILLE
OK 74005-1284

Date

Mayor

Date

IF THE PROPERTY IN QUESTION IS LOCATED WITHIN THE ZINC OVERLAY DISTRICT. THE CITY WILL COLLECT THE SOIL SAMPLES AND HAVE THEM TESTED. SHOULD THE SOIL TEST POSITIVE FOR CONTAMINATION AND REQUIRE REMEDIATION, THIS WILL BE THE PROPERTY OWNERS RESPONSIBILITY, IN THE EVENT THAT THE CONCRETE SLABS ARE REMOVED.

CITY OF BARTLESVILLE
AGREEMENT FOR DEMOLITION PO#

Case No. DS-21-012,
1544 SW MAPLE AVE,

Complaint: Dilapidated/Unsecured Structure- (Single Family Dwelling) VOL. DEMO

THIS AGREEMENT, made on () by and between (Sanderson Construction), hereinafter called "Contractor," and the City of Bartlesville, Oklahoma hereinafter called the "City."

WITNESSETH, that the Contractor and the City, for considerations hereinafter named, agree as follows:

1. SCOPE OF WORK. The contractor shall furnish all materials and perform all work for the removal of structures(s), previously certified by the Bartlesville City Council as dilapidated, from the following described properties:

Location: 1544 SW MAPLE AVE

Legal Description: LOT 12 BLK 5 BELLE MEADE 1.00 LOTS, Bartlesville, Washington County, Oklahoma

The Contractor shall be responsible for the removal of all-building debris and rubble and for its disposal in accordance with all appropriate laws. The Contractor agrees that all items removed from the above property will be disposed of in accordance with law and that the Contractor will comply with all health, environmental, dumping and other laws relating to the disposition of said items. The Contractor shall provide documentation to the City verifying that said debris/materials were disposed of in a location approved by the State of Oklahoma upon completion of the work and prior to receiving payment from the City of Bartlesville for said work. In this connection, Contractor agrees to indemnify and hold the City harmless for any cost, liability or expenses of any kind or character arising out of the disposition of any items removed from said property. Further, the City of Bartlesville retains the right to approve the salvage of any materials or features on the structure and/or site that are deemed to have value. The contractor shall be responsible for ensuring all city right of way sidewalks if damaged during demo are replaced by contractor and all finishes shall meet industry standards.

Cleaning of lot shall also include cleaning of all tall weeds and grass, uncontrolled vegetation growth, yard trash, dead trees and trees/shrubs that create sight obstructions or violate the minimum height requirement above roadways & sidewalks. The site shall also be protected with the proper erosion control measures to be determined by the Chief Building Official, which may include a silt fence, a sod barrier, and or the placement of seed and straw on the site. The site shall be left reasonably level for mowing and maintenance on the following properties:

The Contractor shall be responsible for the verification of disconnection and removal of all utility services. The Contractor shall provide a minimum of (3) working days notification for this activity. The site Contractor shall render the site reasonably level and maintainable, as determined by the Community Development Director or his/her designee.

2. TIME OF COMPLETION. The work shall be completed within thirty (30) working days. For each working day that any work shall remain uncompleted after the time indicated herein, the Contractor shall be assessed \$50.00 per day as liquidated damages.

3. CONTRACT SUM. The City will pay the Contractor for the performance of this contract, the sum of **\$2475.00** This contract amount may not be amended except by written agreement of the parties.

4. ACCEPTANCE AND PAYMENT. Payment will be made by the City thirty (30) days after completion and acceptance of the work by the Community Development Director or his/her designee.

5. DEFINITIONS. "Working Day" shall mean any day in which the Contractor can work for at least six (6) hours continuously, as determined by the Community Development Director or his/her designee.

6. MATERIALS, EQUIPMENT, EMPLOYEES. The Contractor shall provide and pay for all materials, labor, equipment and other items necessary to complete the work. All work shall be acceptable to the Community Development Director or his/her designee.

7. PROTECTION OF PROPERTY AND PERSONS. The Contractor shall adequately protect the work, adjacent property, and all persons in accordance with all laws and regulations. The Contractor shall be completely responsible for any damage or injury due to his acts or negligence.

8. CORRECTION OF WORK. The Contractor shall correct any work that does not conform to the requirements of this contract as determined by the Community Development Director or his/her designee. The Contractor shall remedy any defects prior to acceptance of work.

9. PAYMENT. Payment will be made as provided in Section 4 above. The making of payment and acceptance of work shall constitute a waiver of all claims by the City except those arising from unsettled liens and all claims by the Contractor except any previously made and still unsettled. Payment may be withheld on account of substandard work not remedied, liens filed, damage by the Contractor to others not adjusted, or failure to make equipment lease or labor payments.

10. CONTRACTOR'S INSURANCE. The Contractor shall maintain such insurance as will protect him and City from claims under workman's compensation acts and other employee benefits acts; from liability claims for damages because of bodily injury or death; and from liability claims for damages to property which may arise from operations under this contract, whether such operations be by himself, any subcontractors or vendor, or anyone directly or indirectly employed by them. **Liability insurance shall be written for not less than the minimum limits in accordance with the Governmental Tort Claims Act as required:**

- **\$25,000 for any claim or to any claimant who has more than one claim for loss of property arising out of a single act, accident, or occurrence;**
- **\$125,000 to any claimant for a claim for any other loss arising out of a single act, accident, or occurrence;**
- **\$1,000,000 for any number of claims arising out of a single occurrence or accident.**

Certification of such insurance shall be filed with the City prior to beginning work and shall be in effect for the duration of the work.

11. LIENS. Payment shall not be made by the City until the Contractor has provided a complete release of all lienable claims on the work included in this contract.

12. COMMUNITY DEVELOPMENT DIRECTOR OR HIS/HER DESIGNEE. The Community Development Director or his/her designee shall be the City's representative and shall have the authority to accept or disapprove work. Determination of final acceptance shall be by the Community Development Director or his/her designee. He/She shall certify to the City when payment under the contract is due and the amount to be paid.

IN WITNESS WHEREOF the parties hereto have executed this agreement, the day and year first above written.

CITY OF BARTLESVILLE

Neighborhood Service Supervisor

Mayor

CONTRACTOR Sanderson Construction

PO#

Authorized Signature of Contractor

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action to accept the FY 2021 Assistance to Firefighters Grant (AFG).

Attachments:

Award Letter
Workshop Overview Letter

II. STAFF COMMENTS AND ANALYSIS

On December 15, 2021, the Bartlesville Fire Department submitted an application for grant funding to the U.S. Department of Homeland Security for the FY 2021 Assistance to Firefighter Grant Program. The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire related hazards. The Bartlesville Fire Department has recently received word that our application has been selected for funding in the amount of \$50,438.54, pending acceptance by the City Council. As a condition of the grant, the City is required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$5,043.86 for a total approved budget of \$55,482.40. The Fire Department will use the grant funds to provide training to all incident command staff to improve command efficiency in emergency incidents.

III. BUDGET IMPACT

The City will appropriate the additional amount of \$5,043.86 from the existing budget.

IV. RECOMMENDED ACTION

The Council is requested to accept the FY 2021 Assistance to Firefighter Grant award at its February 6, 2023 meeting.

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 01/23/2023



Nancy Warring
BARTLESVILLE, CITY OF
401 S JOHNSTONE AVE
BARTLESVILLE, OK 74003

EMW-2021-FG-02616

Dear Nancy Warring,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2021 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$50,438.54 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$5,043.86 for a total approved budget of \$55,482.40. Please see the FY 2021 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2021 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink, appearing to read 'P. S. Williams', is positioned below the 'Sincerely,' text.

PAMELA WILLIAMS
Assistant Administrator, Grant Programs

Object Class	Total
Personnel	\$6,998.40
Fringe benefits	\$0.00
Travel	\$5,989.00
Equipment	\$0.00
Supplies	\$0.00
Contractual	\$42,495.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
<hr/>	
Federal	\$50,438.54
Non-federal	\$5,043.86
<hr/>	
Total	\$55,482.40
<hr/>	
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2021 AFG NOFO.

Approved request details:

Training

Additional funding

DESCRIPTION

Travel expenses for Calm the Chaos course for 3 trainers: travel for each person is \$1,512.33 (total \$4,537), lodging a day for each person is \$121 for 4 days (total \$1,452).

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$5,989.00	\$5,989.00	Travel

CHANGE FROM APPLICATION

Description changed

Unit price from \$8,000.00 to \$5,989.00

JUSTIFICATION

The award reflects an update in line-item description and cost change to remove ineligible costs associated with per diem.

Additional funding

DESCRIPTION

32 hour online portion of Calm the Choes class for 40 students (no back fill needed)

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$10,000.00	\$10,000.00	Contractual

CHANGE FROM APPLICATION

Description changed

Budget class from Personnel to Contractual

Unit price from \$18,203.00 to \$10,000.00

JUSTIFICATION

The award reflects an update in line-item description to clarify that this is cost of tuition. Budget class was updated from Personnel to Contractual.

Agreement Articles

Program: Fiscal Year 2021 Assistance to Firefighters Grant

Recipient: BARTLESVILLE, CITY OF

UEI-EFT: CKY9XKKMR6V8

DUNS number: 078665304

Award number: EMW-2021-FG-02616

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Article 2 General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance. V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3 Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article 4 Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

- Article 10 Copyright**
Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
- Article 11 Debarment and Suspension**
Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
- Article 12 Drug-Free Workplace Regulations**
Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
- Article 13 Duplication of Benefits**
Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.
- Article 14 Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**
Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article 21 Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a

Article 22 John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons

Article 23 Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article 24 Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article 30 Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 31 Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 32 Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article 33 Reporting Subawards and Executive Compensation

Reporting of first tier subawards. Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article 34 Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was

- Article 36 Terrorist Financing**
Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
- Article 37 Trafficking Victims Protection Act of 2000 (TVPA)**
Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.
- Article 38 Universal Identifier and System of Award Management**
Requirements for System for Award Management and Unique Entity Identifier
Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.
- Article 39 USA PATRIOT Act of 2001**
Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.
- Article 40 Use of DHS Seal, Logo and Flags**
Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- Article 41 Whistleblower Protection Act**
Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article 45 **Disposition of Equipment Acquired Under the Federal Award**
For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article 46 **Prior Approval for Modification of Approved Budget**
Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 47 **Indirect Cost Rate**
2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 48 **Award Performance Goals**
FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
PAMELA WILLIAMS, Assistant Administrator, Grant Programs	01/23/2023



Firefighter Inspiration Readiness & Education, LLC
25640 Tierra Grande Drive
Carmel, California 93923
916-402-1546
www.Trainfirefighters.com

Training Officer Eric Munday
Bartlesville Fire Department
601 S. Johnstone
Bartlesville, OK 74003

December 2, 2021

Dear Officer Munday,

Your vision and commitment to continuing the level of professionalism and excellence of service is outstanding. We would be honored to assist you in developing your aspiring and incumbent officers, the organization, and the region in the dimensions of leadership, ICS/NIMS incident command and tactics.

These workshops have been presented throughout the United States. Your training would be customized and altered to fit Bartlesville Fire Department needs based upon conference calls and meetings with your chiefs and other stakeholders. We process your input and galvanize your objectives into highly engaging, useful hands-on training that makes for sustainable change and operations that are more safe, effective, efficient, and consistent.

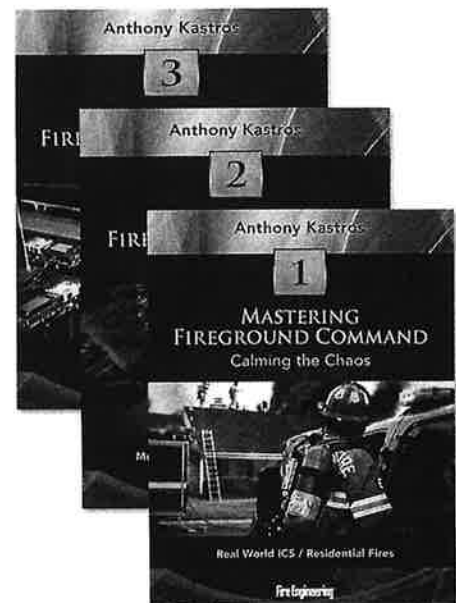
In addition to FDIC International, we have taught our workshops at Firehouse World, Los Angeles City FD, Seattle FD, and many others. We have served over 160 public service agencies across twenty-nine states. Please visit our website at www.Trainfirefighters.com to review our team and other agencies served across the country, as well as the FDIC International Keynote Address in Indianapolis.

Mastering Fireground Command

This curriculum is based on our nationwide best-selling Fire Engineering video series by the same name.

Command and tactical training is critical to modern officer development. Today's officers must be excellent leaders and exceptional tacticians. With changes in building construction, tactics, and the latest UL studies regarding fire behavior, modern fireground operations are more complex than ever.

We would customize this aspect of your training. This would include previewing your standard operating guidelines, response models, and staffing levels.



Create a Train-the-Trainer program

This is the most cost-effective way to provide ongoing training to a department/region of your size and complexity. As we discussed, we will come to you with three instructors and the objective of creating synergistic momentum to get this curriculum off the ground in your region. By bringing our cadre to you and developing in-house instructors, your short and long-term travel and overtime costs will be minimized for years to come.

To develop your instructor cadre, we propose a comprehensive training program described below. The students would be fully trained and equipped to provide agency-specific command and tactical training on duty and in-house. All curriculum is ICS/NIMS and FIRESCOPE 500 compliant.



Phase 1 - Online Operational Class

The pre-requisite for the instructor cadre is to complete the 32-hour Operations Level workshop. The added benefits to this new online program are many. First, your members would have two years of access to this training *after completion*, without needing to take time off, get paid overtime, or close companies to attend.

Second, the training is self-paced and full of dynamic exercises, command post video, and quizzes. Third, the online platform allows you to reach more of your members prior to any on-duty hands-on training conducted by your in-house cadre. This obviously allows your crews to have an in-depth foundation of training at the company/individual level prior to hands-on training.

The online program is also an excellent tool for succession planning of future aspiring officers!

The ONLINE Mastering Fireground Command – Operations Level workshop is 32 hours, extremely comprehensive, interactive, self-paced, and covers a myriad of topics, including:

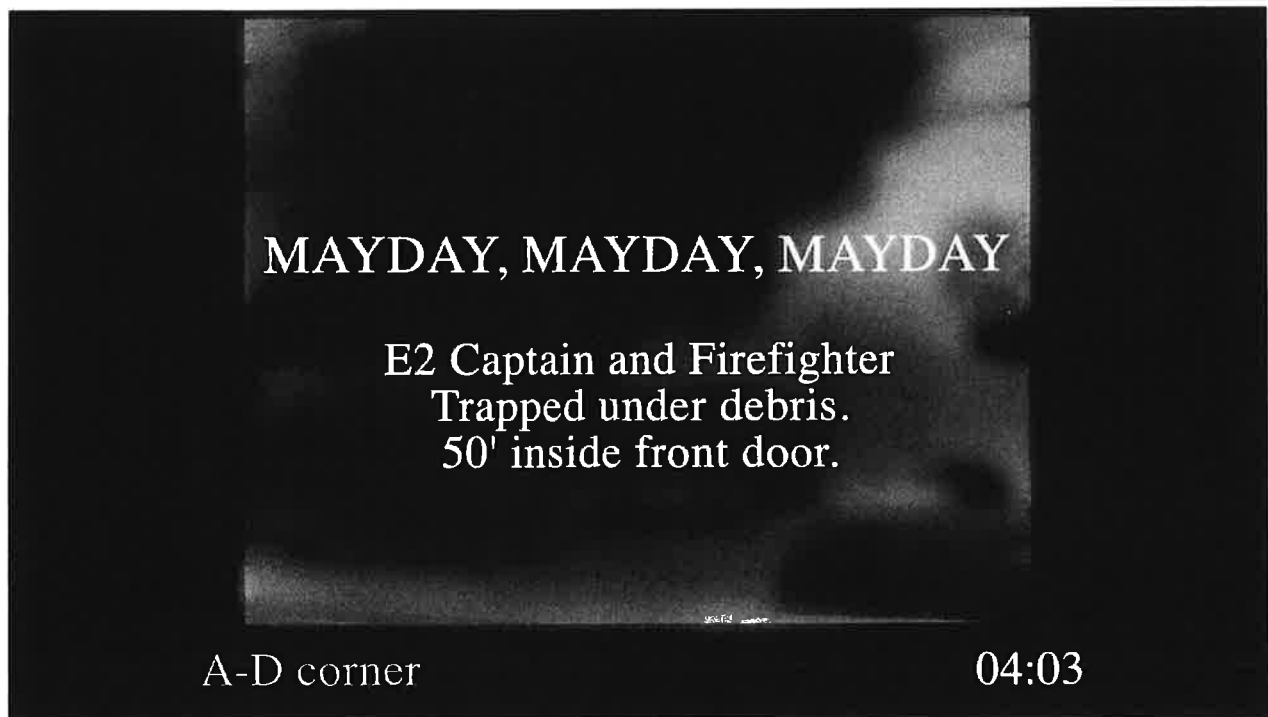
- 13 Interactive Simulations with Quizzes
- Modules for each of the following fire/incident types:
 - Residential
 - Multi-Family
 - Commercial & Big Box
 - Strip Malls

Incident Command System (ICS) Formula



Building + Conditions + Resources = ICS

Click the video below to see a section of a mayday simulation exercise that your crews will use to answer quiz questions regarding crew accountability, resource deployment, etc.:



Costs and Scheduling

Cost for the online 32-hour course (including over 100 simulations) for 40 personnel, from which 18 students attend the 3-day train-the-trainer hands-on workshop (with instructor materials) is \$39,495. We would ask that you reimburse travel and lodging for three instructors for the train-the-trainer workshop.

Online training for additional personnel beyond the 40 included with the train-the-trainer contract incurs a separate fee. 1-100 additional personnel would be \$249 each. 101-200 additional personnel would be \$229 each, and >200 personnel would be \$199 each. These prices can be extended to neighboring agencies for a larger bulk purchase with greater discounts.

The benefits of providing online training to a larger group includes embedding the concepts to a wider audience for department-wide implementation, and succession planning for future officers. At the very least, all incumbent and acting company officers and chiefs should be considered.

You may also explore an Assistance to Firefighters Grant (AFG). Saint Paul, MN, and Columbus, IN, Fresno FD, CA each secured a grant to pay for their training. Below are links to copies of their grant applications. AFG application period is currently open and will close at 5:00pm EST on December 17, 2021.

https://www.sugarsync.com/pf/D3836962_08577877_8332180

https://www.sugarsync.com/pf/D3836962_09604757_7594239

https://www.sugarsync.com/pf/D3836962_09604757_8042679

<https://www.fema.gov/media-collection/fy-2021-assistance-firefighters-grant-afg-application-guidance-materials>

Let me know if you would like to follow up with a call to discuss specific formatting, scheduling and cost for 2022. Our calendar is filling rapidly. We require a 10% deposit to secure dates. This proposal is valid until June 30, 2022.

Thank you for the opportunity to serve Bartlesville Fire Department and the surrounding region. We look forward to providing you world-class training!

Sincerely,



Anthony Kastros
Firefighter Inspiration Readiness & Education, LLC



Lead Instructor Biography



Anthony (Andoni) Kastros is a 34-year veteran of the fire service and Battalion Chief with Sacramento Metro Fire District (ret). He is author of the Fire Engineering book and video series, *Mastering the Fire Service Assessment Center – 2nd Edition*. It is used widely throughout the United States for officer development.

Also, from Fire Engineering, Anthony authors the 3-part DVD series *Mastering Fireground Command – Calm the Chaos!* This series focuses on fireground strategy, tactics, and ICS using actual incidents, video, and simulations.

In addition, Kastros authored the video series, *Mastering Unified Command – From Hometown to Homeland*. The video is focused on bridging the gap between fire and law for a true unified response and command platform to face the "New Normal" that is prevalent in America today. The video features many experts from around the United States, including former Secretary of Defense and CIA Director Leon Panetta.

Kastros is an FDIC-International and Firehouse World instructor, was the Keynote Speaker at FDIC 2013 and is the recipient of the 2019 George D. Post Instructor of the Year Award from the International Society of Fire Service Instructors and Fire Engineering. Anthony hosts *The Command Show*, a monthly blog radio show through Fire Engineering. As a USAR Team Manager with Sacramento Task Force 7, he deployed to Ground Zero on 9/11. Anthony spent 4 years with a Type 1 Incident Management Team.

Through Trainfirefighters.com, our cadre of instructors has taught thousands of firefighters from around the world in leadership, team building, officer development, command, tactics, strategic planning, and mergers. His faith and family are the most important things in his life.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A resolution amending the budget of the City of Bartlesville for fiscal year 2022-2023, appropriating CDBG-Covid grant revenue for the CDBG-Covid Fund.

Attachments:

The resolution amending the budget of the City of Bartlesville for fiscal year 2022-2023, appropriating CDBG-Covid grant revenue for the CDBG-Covid Fund.

II. STAFF COMMENTS AND ANALYSIS

Originally, these this grant program was set forth to offer utility and other assistance through CONCERN for our citizens. This portion of the program has ran its course and the remaining funds are to be shifted towards rehabilitation of commercial or public facilities to improve indoor air quality and ventilation to prevent the spread of Coronavirus.

These funds were appropriated and encumbered in a previous fiscal year, but now that the focus has changed, we need to modify our purchase order and reduce the amount originally encumbered to CONCERN as well as re-budget the remaining \$485,379.

III. BUDGET IMPACT

No net effect on the budget.

IV. RECOMMENDED ACTION

Staff Recommends approval of the Resolution.

RESOLUTION _____

A RESOLUTION AMENDING THE BUDGET OF THE CITY OF BARTLESVILLE, OKLAHOMA FOR FISCAL YEAR 2022–2023, APPROPRIATING CDBG-COVID GRANT REVENUE FOR CDBG-COVID FUND.

WHEREAS, THE City of Bartlesville has unbudgeted grant revenue in the amount of \$485,379; and

WHEREAS, the City of Bartlesville needs to appropriate \$485,379 of these revenues prior to their expenditure;

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

The General Government Dept (170) of the CDBG-Covid Fund (245) shall be increased as follows:

Other Services (52510)	\$ 485,379
------------------------	------------

APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 6th DAY OF FEBRUARY, 2023.

Mayor

Attest:

City Clerk



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Receipt of Interim Financials for the six months ending December 31, 2022.

Attachments:

Interim Financials for December 31, 2022

II. STAFF COMMENTS AND ANALYSIS

Staff has prepared the condensed Interim Financial Statements for December 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. BUDGET IMPACT

N/A

IV. RECOMMENDED ACTION

Staff recommends the approval the Interim Financials for December 31, 2022.



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

For The Six Months Ended December 31, 2022

CITY COUNCIL

Ward 1 - Dale Copeland, Mayor

Ward 2 - Loren Roszel

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

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WATER OPERATING/BMA WATER FUNDS

SANITATION

OTHER FUNDS:

REVENUE BUDGET STATUS

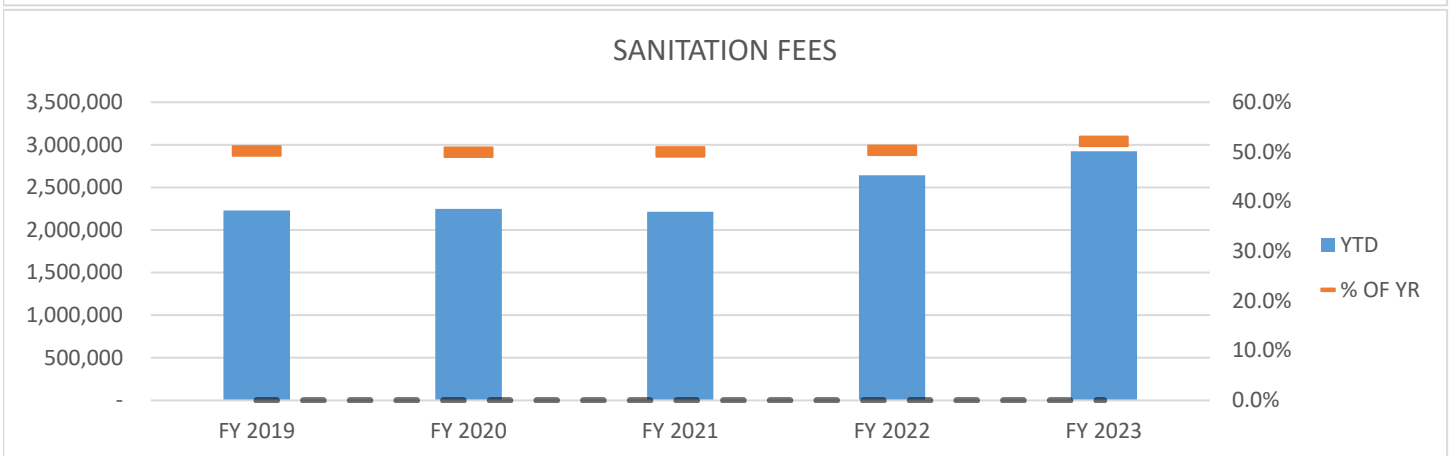
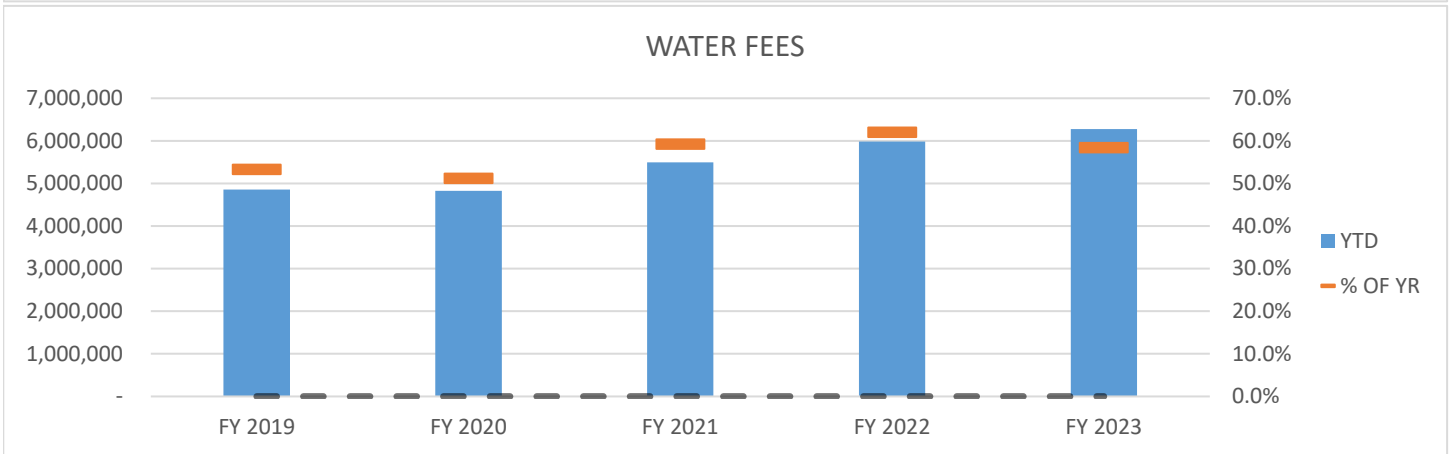
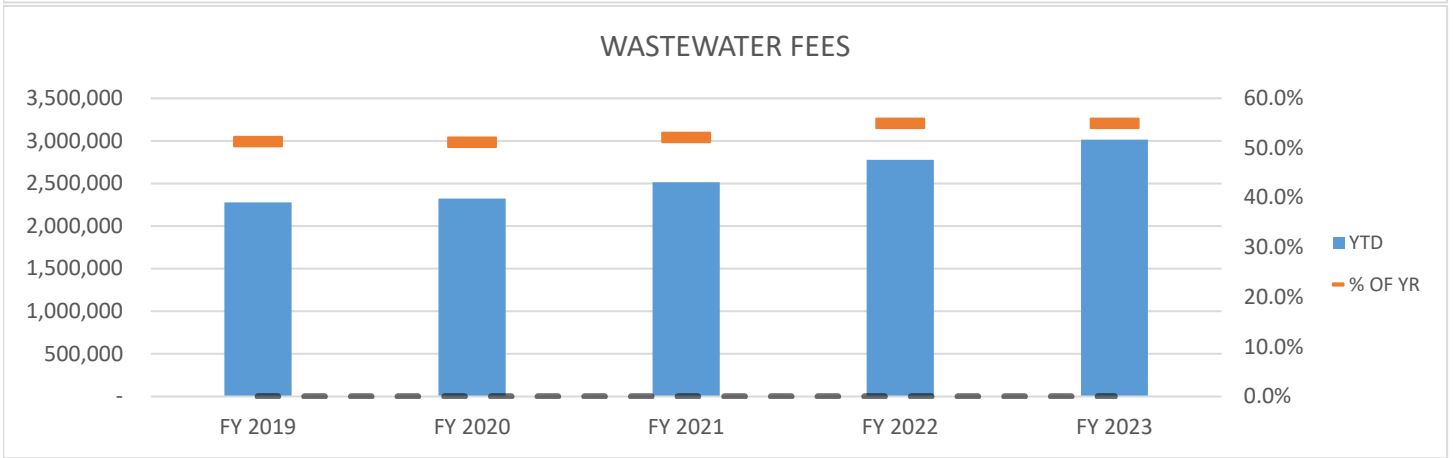
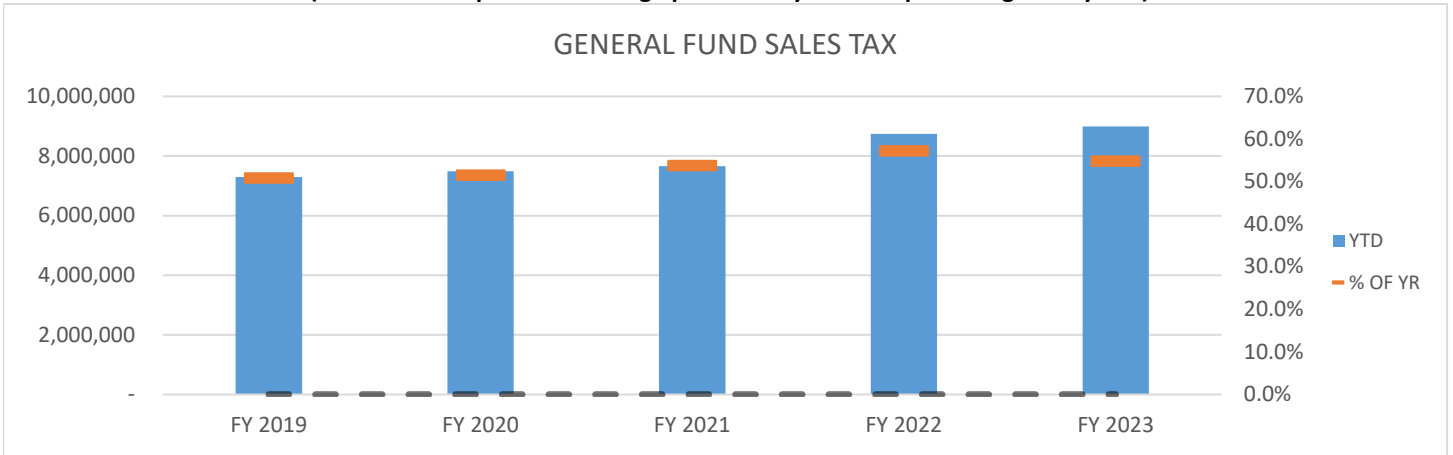
EXPENDITURE BUDGET STATUS

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

50% 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:								
Sales Tax	\$ 16,407,122	\$ 8,203,561	\$ 8,992,381	\$ -	\$ 8,992,381	54.8%	\$ 8,739,136	55.2%
Gross Receipt Tax	1,851,300	925,650	817,603	-	817,603	44.2%	686,169	55.3%
Licenses and Permits	266,700	133,350	189,072	-	189,072	70.9%	203,203	89.3%
Intergovernmental	739,100	369,550	430,085	-	430,085	58.2%	3,533,402	101.5%
Charges for Services	521,300	260,650	282,481	-	282,481	54.2%	302,643	59.6%
Court Costs	139,800	69,900	95,509	-	95,509	68.3%	72,475	57.3%
Police/Traffic Fines	525,000	262,500	205,360	-	205,360	39.1%	205,106	40.0%
Parking Fines	54,800	27,400	25,150	-	25,150	45.9%	23,935	38.2%
Other Fines	67,000	33,500	34,870	-	34,870	52.0%	33,771	51.2%
Investment Income	100,000	50,000	50,000	-	50,000	50.0%	50,000	30.0%
Miscellaneous Income	396,400	198,200	176,257	-	176,257	44.5%	441,352	71.1%
Transfers In	9,170,941	4,585,471	4,585,477	-	4,585,477	50.0%	2,588,298	53.1%
Total	<u>\$ 30,239,463</u>	<u>\$ 15,119,732</u>	<u>\$ 15,884,245</u>	<u>\$ -</u>	<u>\$ 15,884,245</u>	52.5%	<u>\$ 16,879,490</u>	60.9%
Expenditures:								
General Government	\$ 8,138,777	\$ 4,069,389	\$ 4,012,651	\$ 184,943	\$ 4,197,594	51.6%	\$ 3,914,995	55.1%
Public Safety	15,764,748	7,882,374	7,870,706	162,848	8,033,554	51.0%	7,411,146	61.5%
Street	1,843,488	921,744	958,210	(36,553)	921,657	50.0%	805,448	53.7%
Culture and Recreation	3,494,816	1,747,408	1,636,504	25,948	1,662,452	47.6%	1,568,623	56.8%
Transfers Out	4,011,107	2,005,554	2,005,577	-	2,005,577	50.0%	1,669,286	56.6%
Reserves	910,925	455,463	-	-	-	0.0%	-	N.A.
Total	<u>\$ 34,163,861</u>	<u>\$ 17,081,932</u>	<u>\$ 16,483,648</u>	<u>\$ 337,186</u>	<u>\$ 16,820,834</u>	49.2%	<u>\$ 15,369,498</u>	58.3%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 4,261,660					
Net Revenue (Expense)			<u>(599,403)</u>					
Ending Fund Balance			<u>\$ 3,662,257</u>					

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

50% 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	\$ 2,749,547	\$ 3,018,207	\$ -	\$ 3,018,207	54.9%	\$ 2,783,021	55.8%
Investment Income	-	-	-	-	-	N.A.	-	0.0%
Debt Proceeds	45,000,000	22,500,000	-	-	-	0.0%	-	N.A.
Miscellaneous	30,800	15,400	164,576	-	164,576	534.3%	97,967	481.2%
Total	\$ 50,529,894	\$ 25,264,947	\$ 3,182,783	\$ -	\$ 3,182,783	6.3%	\$ 2,880,988	57.6%
Expenditures:								
Wastewater Plant	\$ 2,704,296	\$ 1,352,148	\$ 1,348,108	\$ 1,323,872	\$ 2,671,980	98.8%	\$ 2,391,014	97.1%
Wastewater Maint	902,048	451,024	335,816	326	336,142	37.3%	385,976	59.1%
BMA Expenses	28,400	14,200	13,954	-	13,954	49.1%	-	N.A.
Transfers Out	1,647,574	823,787	821,294	-	821,294	49.8%	763,010	53.0%
Reserves	83,049	41,525	-	-	-	0.0%	-	N.A.
Total	\$ 5,365,367	\$ 2,682,684	\$ 2,519,172	\$ 1,324,198	\$ 3,843,370	71.6%	\$ 3,540,000	77.7%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 1,859,443					
Net Revenue (Expense)			663,611					
Ending Fund Balance			\$ 2,523,054					

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

50% 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:								
Water Fees	\$ 11,339,739	\$ 5,669,870	\$ 6,586,602	\$ -	\$ 6,586,602	58.1%	\$ 6,270,632	59.6%
Investment Income	-	-	-	-	-	N.A.	-	0.0%
Debt Proceeds	7,500,000	3,750,000	-	-	-	0.0%	-	N.A.
Miscellaneous	-	-	2,683	-	2,683	N.A.	2,919	289.0%
Total	<u>\$ 18,839,739</u>	<u>\$ 9,419,870</u>	<u>\$ 6,589,285</u>	<u>\$ -</u>	<u>\$ 6,589,285</u>	35.0%	<u>\$ 6,273,551</u>	59.6%
Expenditures:								
Water Plant	\$ 3,379,179	\$ 1,689,590	\$ 2,018,072	\$ 36,325	\$ 2,054,397	60.8%	\$ 1,465,253	52.7%
Water Administration	385,958	192,979	188,233	6,538	194,771	50.5%	203,463	60.3%
Water Distribution	2,088,999	1,044,500	846,382	74,938	921,320	44.1%	827,374	61.3%
BMA Expenses	10,447,970	5,223,985	2,559,877	(2,540,541)	19,336	0.2%	53,678	1.8%
Transfers Out	2,569,382	1,284,691	1,284,698	-	1,284,698	50.0%	1,190,274	53.2%
Reserves	174,039	87,020	-	-	-	0.0%	-	N.A.
Total	<u>\$ 19,045,527</u>	<u>\$ 9,522,765</u>	<u>\$ 6,897,262</u>	<u>\$ (2,422,740)</u>	<u>\$ 4,474,522</u>	23.5%	<u>\$ 3,740,042</u>	38.6%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 9,871,860					
Net Revenue (Expense)			<u>(307,977)</u>					
Ending Fund Balance			<u>\$ 9,563,883</u>					

SANITATION FUND

Statement of Revenue, Expenditures, and Changes in Fund Balances

50% 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	\$ 2,807,479	\$ 2,872,419	\$ -	\$ 2,872,419	51.2%	\$ 2,602,081	59.2%
Investment Income	-	-	-	-	-	N.A.	-	N.A.
Miscellaneous	181,103	45,669	78,793	-	78,793	43.5%	64,147	46.0%
Transfers In	-	-	-	-	-	N.A.	-	0.0%
Total	\$ 5,796,060	\$ 2,853,148	\$ 2,951,212	\$ -	\$ 2,951,212	50.9%	\$ 2,666,228	58.5%
Expenditures:								
Sanitation	\$ 3,449,968	\$ 1,724,984	\$ 1,584,798	\$ 407,854	\$ 1,992,652	57.8%	\$ 1,495,293	50.9%
Transfers Out	2,647,446	1,323,723	1,323,726	-	1,323,726	50.0%	1,129,596	64.2%
Reserves	118,724	59,362	-	-	-	0.0%	-	N.A.
Total	\$ 6,216,138	\$ 3,108,069	\$ 2,908,524	\$ 407,854	\$ 3,316,378	53.4%	\$ 2,624,889	55.8%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 271,101					
Net Revenue (Expense)			<u>42,688</u>					
Ending Fund Balance			<u>\$ 313,789</u>					

ALL OTHER FUNDS

Revenue Budget Report - Budget Basis

50% of Year Lapsed

	<u>Budget</u>	<u>Actuals</u>	<u>Percent of Budget</u>
Special Revenue Funds:			
Economic Development Fund	1,830,242	989,083	54%
E-911 Fund	1,207,233	599,651	50%
Special Library Fund	88,000	121,498	138%
Special Museum Fund	-	32,176	N/A
Municipal Airport Fund	504,038	353,950	70%
Harshfield Library Donation Fund	-	-	N/A
Restricted Revenue Fund	106,006	27,205	26%
Golf Course Memorial Fund	-	1,350	N/A
CDBG-COVID	-	55,873	N/A
ARPA	3,186,219	3,186,294	100%
Justice Assistance Grant Fund	-	-	N/A
Neighborhood Park Fund	-	-	N/A
Cemetery Care Fund	3,000	1,778	59%
Debt Service Fund	4,156,550	1,087,862	26%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	3,095,683	1,736,923	56%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	-	24,850	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	260,516	48%
Sooner Pool Operating Fund	49,871	26,000	52%
Frontier Pool Operating Fund	60,921	34,000	56%
Municipal Airport Operating	391,174	268,288	69%
Internal Service Funds:			
Worker's Compensation Fund	100,287	55,706	56%
Health Insurance Fund	3,781,152	2,020,895	53%
Auto Collision Insurance Fund	75,000	38,677	52%
Stabilization Reserve Fund	1,722,643	861,331	50%
Capital Improvement Reserve Fund	7,296,227	3,982,354	55%
Mausoleum Trust Fund	-	-	N/A

ALL OTHER FUNDS

Expenditure Budget Report - Budget Basis

50% 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	602,330	49%
Special Library Fund	226,500	50,074	22%
Special Museum Fund	41,500	16,044	39%
Municipal Airport Fund	745,481	80,939	11%
Harshfield Library Donation Fund	451,492	33,485	7%
Restricted Revenue Fund	346,646	11,020	3%
Golf Course Memorial Fund	34,307	28,078	82%
CDBG-COVID	-	-	N/A
ARPA	3,609,713	1,804,859	50%
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	1,944,501	47%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	4,529,560	1,868,404	41%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	97,435	83,155	85%
Wastewater Regulatory Capital Fund	784,684	-	0%
City Hall Capital Improvement Fund	75,594	1,804	2%
Storm Drainage Capital Improvement Fund	51,963	-	0%
Community Development Block Grant Fund	196,000	42,133	21%
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	67,014	21%
2019A G.O. Bond Fund	669,535	319,699	48%
2019B G.O. Bond Fund	385,860	-	0%
2021A G.O. Bond Fund	2,109,080	43,716	2%
2022 G.O. Bond Fund	9,345,050	4,048,103	43%
Proprietary Funds:			
Adams Golf Course Operating Fund	628,362	344,635	55%
Sooner Pool Operating Fund	51,041	28,455	56%
Frontier Pool Operating Fund	64,020	29,968	47%
Municipal Airport Operating	622,990	330,080	53%
Internal Service Funds:			
Worker's Compensation Fund	430,000	73,710	17%
Health Insurance Fund	4,155,209	2,039,036	49%
Auto Collision Insurance Fund	443,559	8,816	2%
Stabilization Reserve Fund	10,211,008	-	0%
Capital Improvement Reserve Fund	7,736,297	1,864,397	24%
Mausoleum Trust Fund	8,185	-	0%

ALL OTHER FUNDS

Fund Balance Report - Modified Cash Basis

50% of Year Lapsed

	<u>Beginning of Year</u>	<u>Change</u>	<u>Current</u>
Special Revenue Funds:			
Economic Development Fund	2,976,150	346,153	3,322,303
E-911 Fund	42,136	(1,704)	40,432
Special Library Fund	300,317	59,317	359,634
Special Museum Fund	129,805	16,132	145,937
Municipal Airport Fund	258,862	306,789	565,651
Harshfield Library Donation Fund	611,905	(161,198)	450,707
Restricted Revenue Fund	371,829	13,656	385,485
Golf Course Memorial Fund	31,449	(20,282)	11,167
CDBG-COVID	-	55,873	55,873
ARPA	2,186,371	1,381,435	3,567,806
Justice Assistance Grant Fund	7,619	-	7,619
Neighborhood Park Fund	27,722	-	27,722
Cemetery Care Fund	8,234	444	8,678
Debt Service Fund	3,383,622	(856,639)	2,526,983
Capital Project Funds:			
Sales Tax Capital Improvement Fund	3,179,987	(9,943)	3,170,044
Park Capital Improvement Fund	-	-	-
Wastewater Capital Improvement Fund	125,314	18,100	143,414
Wastewater Regulatory Capital Fund	805,587	-	805,587
City Hall Capital Improvement Fund	74,009	46,311	120,320
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	(99,722)	52,989
2019A G.O. Bond Fund	657,231	(107,547)	549,684
2019B G.O. Bond Fund	397,717	-	397,717
2021A G.O. Bond Fund	1,079,080	(17,196)	1,061,884
2022A G.O. Bond Fund	9,370,025	(1,742,250)	7,627,775
Proprietary Funds:			
Adams Golf Course Operating Fund	56,999	(31,015)	25,984
Sooner Pool Operating Fund	23,650	(23,303)	347
Frontier Pool Operating Fund	14,708	(13,712)	996
Municipal Airport Operating	246,207	(47,451)	198,756
Internal Service Funds:			
Worker's Compensation Fund	248,341	(6,884)	241,457
Health Insurance Fund	291,251	13,073	304,324
Auto Collision Insurance Fund	477,623	(2,599)	475,024
Stabilization Reserve Fund	10,211,008	861,331	11,072,339
Capital Improvement Reserve Fund	12,762,925	2,220,423	14,983,348
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.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discussion of proposed changes to the City Council ward boundaries and staff proposed modifications to update and equalize representation in each ward, and direction to staff to make public notice of proposed changes to be set before Council for possible adoption by ordinance at the March 6th, 2023 City Council meeting.

Attachments:

- (1) Exhibit A: Oklahoma State Statutes
- (2) Exhibit B: Current Ward Map
- (3) Exhibit C: Proposed 2023 Ward Map
- (4) Exhibit D: Draft Resolution
- (5) Exhibit E: Draft Ordinance

The Oklahoma State Statutes (See Exhibit A) require that all governing bodies review their ward boundaries following every federal census, and change the boundaries or number of wards, such that:

- a) all wards are formed of compact and contiguous territory;
- b) all wards are substantially equal in population; and
- c) to the extent practicable, precincts established by a county election board shall not be subdivided.

II. STAFF COMMENTS AND ANALYSIS

Staff developed the following goals for the development of new ward boundaries:

1. Correct population imbalances and plan for future growth: Ward 2 currently has the highest population and is 10.6% above the optimal population. Moreover, Ward 2 is expected to be a high growth area in the future with recent infill residential development and no natural features restricting growth on the vacant land to the south and east. Ward 4 currently has the smallest population and is 4.0% below the optimal population. Ward 4 is in the central, west and north parts of the city that are largely already developed. Also, floodplain restricts room for expansion in these areas.
2. Ensure that wards are compact and contiguous, as required by state law: All areas within a ward should be physically adjacent and the distance between all parts of a ward should be minimized.
3. Ensure wards reflect communities of interest: In creating new wards boundaries, consideration should be given to groups of people in a geographical area who have common social, physical, or economic interests.
4. Achieve alignment with the Washington County voting precincts: In creating new ward boundaries, the City should minimize subdividing county voting precincts.

Review of 2020 Federal Census data showed substantial population changes in the City of Bartlesville wards that resulted in unbalanced representation. The map at Exhibit B displays the layout of the current wards. The following chart displays the 2020 population of the current wards and the optimal population size, if it were distributed evenly between the five wards:

Existing Wards Populations

Ward	2020 Population	Optimal Value	Deviation	% Deviation
1	7204	7449	-245	-3.4%
2	8333	7449	+884	+10.6%
3	7285	7449	-164	-2.3%
4	7164	7449	-285	-4.0%
5	7260	7449	-189	-2.6%

City staff considered several redistricting options and ultimately determined that the following proposal (Exhibit C) best conformed to state statutes and the unique needs of Bartlesville.

Proposed Wards Populations

Ward	2020 Population	Optimal Value	Deviation	% Deviation
1	7698	7449	+249	+3.2%
2	7364	7449	-85	-1.2%
3	7458	7449	+9	+0.1%
4	7563	7449	+114	+1.5%
5	7163	7449	-286	-4.0%

It is anticipated that development will continue to occur faster on the east and south sides of Bartlesville. In developing new boundaries, attempts were made to account for this by starting with larger populations in the wards that are substantially developed and land locked by other ward boundaries (Ward 1) or land locked by floodplain or other physical geography (Wards 3 and 4).

Full size maps of the current ward boundaries and proposed ward boundaries are attached as Exhibit B and C respectively, with associated population data. City staff communicated with the Washington County Election Board Secretary and provided a copy of the Exhibit C proposed ward boundaries. The Election Board Secretary stated that best efforts were made to follow the current precinct lines and therefore had no suggestions for changes.

For council review and discussion, Exhibit C is the map showing the proposed ward boundary changes with associated population data. Per Oklahoma State Statutes, a change in ward boundaries may be proposed by resolution. Per Oklahoma State Statutes and the City Charter, should the Council decide to take action on amending ward boundaries, they must give at least thirty (30) days' notice of the proposed changes. After the thirty-day notice period, the City Council may make the proposed changes by an ordinance that is approved by a two-thirds (2/3) vote of its members. With direction from Council, staff will publish the required notice in the local newspaper and schedule a final decision by City Council.

Attached at Exhibit D is a draft resolution determining that a change in the ward boundaries is necessary, and formally proposing that change. For later consideration, attached at Exhibit E is a proposed draft ordinance which, if later adopted, would revise the current ward boundaries.

III. RECOMMENDED ACTION

City staff recommends that Council provide any proposed update to staff on the proposed ward map by Tuesday, February 21, 2023, and direct staff to make public notice proposed of changes to ward boundaries.

EXHIBIT A – Oklahoma State Statutes

§11-20-101. Review of wards after each federal census.

A. As soon as practicable following each federal census, the municipal governing body shall review the wards and ward boundaries of the municipality. The governing body shall change the boundaries or number of wards, if necessary, in the manner provided by this article, so that the wards are formed of compact and contiguous territory and are substantially equal in population.

B. The municipal governing body, to the extent practicable, shall not subdivide precincts established by a county election board in establishing ward or council boundaries.

§11-20-102. Procedure for proposing ward changes.

A change in the name, boundaries, or number of wards in a municipality may be proposed at any time by:

1. A resolution of the municipal governing body; or
2. An initiative petition filed with the governing body of the municipality.

Any change in the number or boundaries of wards shall be made with due regard to the equitable apportionment of the population and the convenience and contiguity of the wards.

§11-20-103. Changes proposed by governing body - Notice.

The governing body shall give at least thirty (30) days' notice of the proposal by the governing body to change the name, boundaries, or number of wards. The notice shall be published at least once. After the thirty-day notice period, the governing body may make the proposed changes by ordinance which shall be approved by a two-thirds (2/3) vote of its members.

§11-20-104. Change adopted by initiative petition.

Within thirty (30) days after an election adopting the question in the initiative petition requesting a change in the name, boundaries or number of wards, the municipal governing body by ordinance shall make the requested changes.

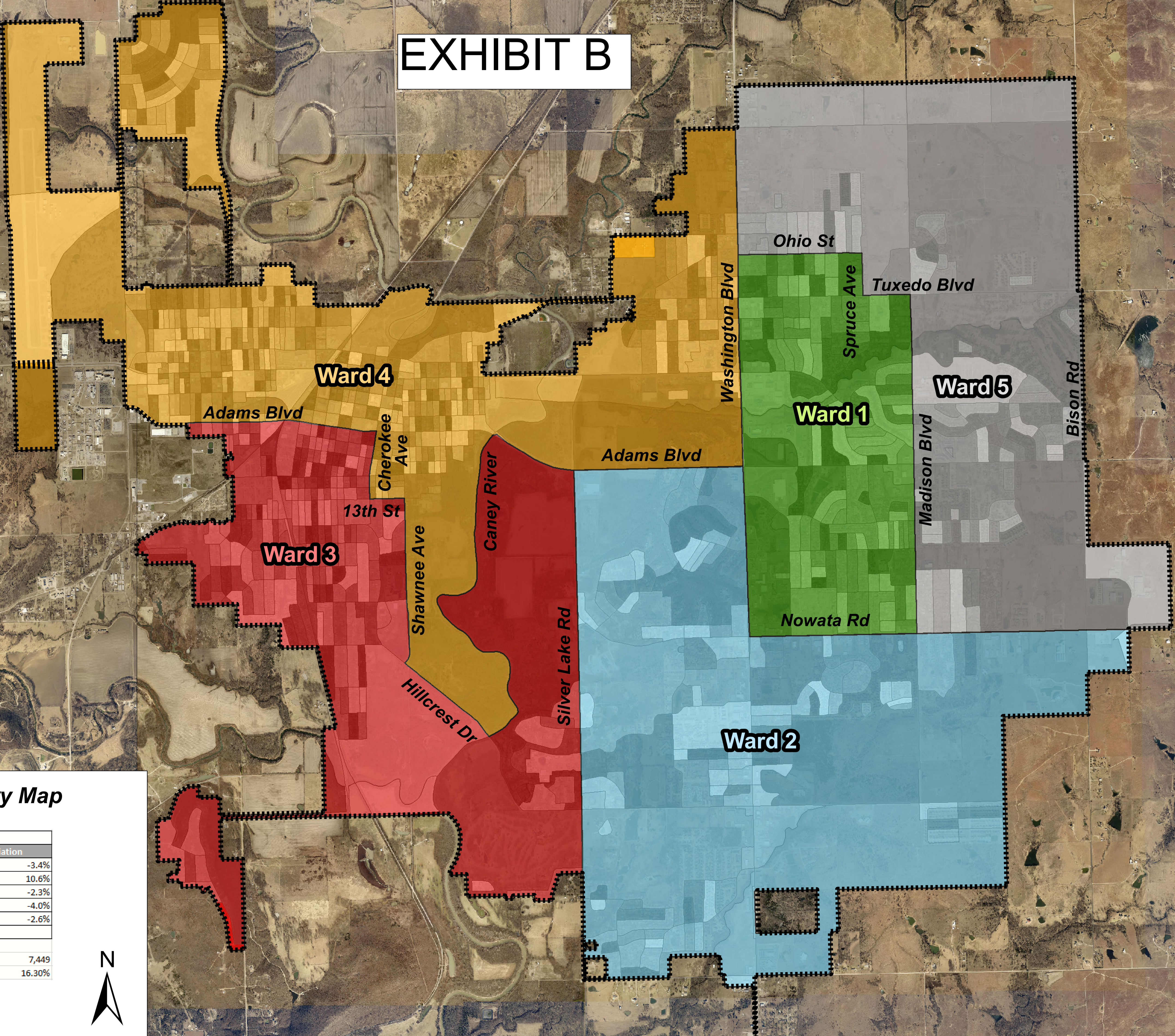
§11-20-105. Effect of change.

Unless otherwise provided for by the governing body, the effective date of a change in the name, boundaries, or number of wards shall be the effective date of the ordinance making such change. Election of council members or trustees for wards which have no representation due to such change shall take place at the time established by the governing body of the municipality but not later than the next regular municipal election. The terms of office of such new council members or trustees shall be as provided for by the law applicable to the form of municipal government. A change in the boundaries or number of wards shall not disqualify a councilmember or trustee from completing the term for which he was elected.

§11-20-106. Record of change.

The governing body shall provide for the recording and filing of changes made in the name, boundaries or number of municipal wards.

EXHIBIT B



Existing Council Boundary Map

Existing Ward Map			
Ward	Population	Deviation	% Deviation
Ward 1	7204	-245	-3.4%
Ward 2	8333	884	10.6%
Ward 3	7285	-164	-2.3%
Ward 4	7164	-285	-4.0%
Ward 5	7260	-189	-2.6%
Total	37246		

Ideal Populaton per Ward: 7,449
 Deviation Lowest (Ward 5) to Highest (Ward 1) 16.30%

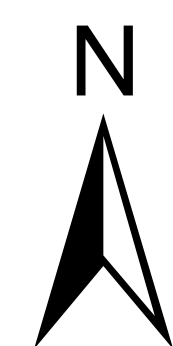
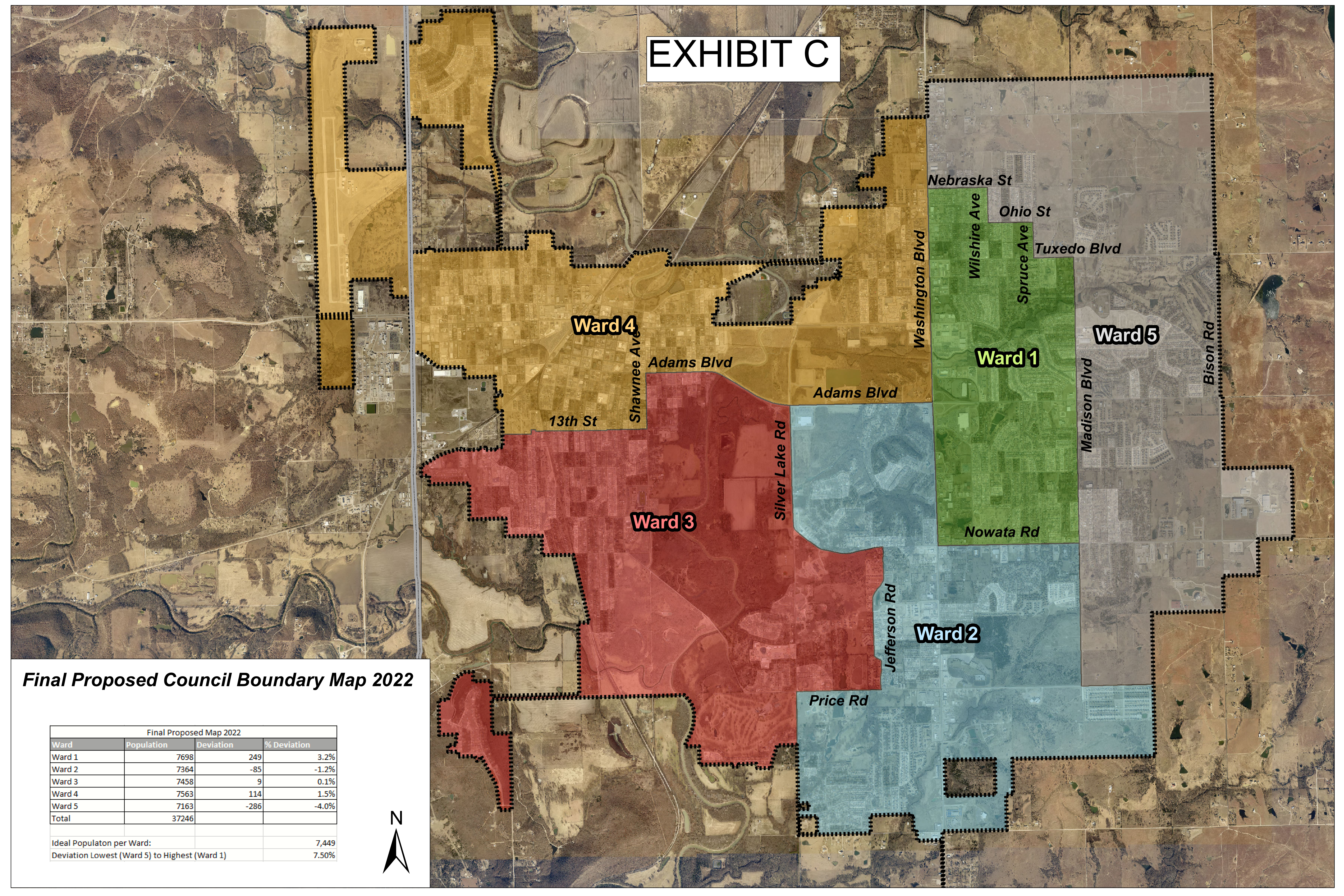


EXHIBIT C



Final Proposed Council Boundary Map 2022

Final Proposed Map 2022			
Ward	Population	Deviation	% Deviation
Ward 1	7698	249	3.2%
Ward 2	7364	-85	-1.2%
Ward 3	7458	9	0.1%
Ward 4	7563	114	1.5%
Ward 5	7163	-286	-4.0%
Total	37246		
Ideal Populaton per Ward:			7,449
Deviation Lowest (Ward 5) to Highest (Ward 1)			7.50%

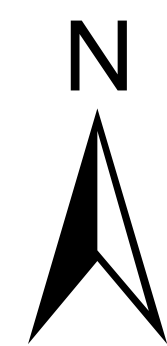


EXHIBIT D

RESOLUTION _____

A RESOLUTION PROVIDING A PROPOSED CHANGE IN THE BOUNDARIES OF WARDS WITHIN THE CITY OF BARTLESVILLE AND FINDING THAT SAID CHANGE IS NECESSARY DUE TO THE INCREASE IN THE CITY'S POPULATION AND THE DISPROPORTIONALITY OF THE WARD POPULATION.

WHEREAS, based on the recently released census data, the City of Bartlesville population in April 2020, was published to be 37,290; and

WHEREAS, this is an increase of 1,540 residents, or 4.3 percent over the year 2010 population of 35,750; and

WHEREAS, by statute, municipalities are mandated to balance the ward boundaries following the release of the census figures; and

WHEREAS, federal law requires ward boundaries to meet the Voting Rights Act requirements; and

WHEREAS, ward boundary lines should also be based upon major physical features, such as rivers, expressways or arterial streets to the extent possible; and

WHEREAS, ward boundaries should also follow precinct boundaries or re-assignment of population and precincts between council wards; and

WHEREAS, ward boundaries should also be placed as much as possible, on arterial streets and collector streets, and platted neighborhoods should be maintained within a single ward avoiding displacement of traditional neighborhood boundaries; and

WHEREAS, percentage deviation among wards to approximately five percent (5%) or less should also be maintained and ideally, ward boundaries should have twenty percent (20%) of the City's population; and

WHEREAS, geographical contiguity with previous ward boundaries should be maintained as much as possible; and

WHEREAS, following the 2020 census, the City of Bartlesville's population was determined to be 37,290 people; and

WHEREAS, an equal distribution of the population within each of the four wards would be about 7,450 people; and

WHEREAS, the current distribution of that population by council ward is as follows:

Council Ward	Current (2020) Population	Deviation from the Average
1	7,204	-245
2	8,333	+884
3	7,285	-164
4	7,164	-285
5	7,260	-189

WHEREAS, Council Ward 2 is currently the most populated with 245 more people than the average ward size and Council Ward 4 is currently the least populated, below the average ward size by 285 people; and

WHEREAS, the difference between the highest and the lowest ward puts the overall deviation for the current plan at 7.5%; and

WHEREAS, based on criteria established for redistricting following Federal, State and City guidelines, Staff studied several boundary alignments; and

WHEREAS, the proposed alignment identified on the boundary map attached hereto as Plan A meets all criteria; and

WHEREAS, staff is recommending that the City Council consider realignment of the proposed Bartlesville Wards and maps.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BARTLESVILLE, OKLAHOMA that a change in the ward boundaries is necessary due to the increase in the City's population and the disproportionality of ward population.

NOW THEREFORE BE IT FURTHER RESOLVED that a change in the boundaries of the wards of the City of Bartlesville is hereby proposed.

APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 6th DAY OF FEBRUARY, 2023.

Mayor

ATTEST:

City Clerk

EXHIBIT E

ORDINANCE NO.

AN ORDINANCE FINDING THAT IT IS TO THE BEST INTEREST OF THE CITY OF BARTLESVILLE, OKLAHOMA TO CHANGE THE BOUNDARIES OF THE FIVE WARDS IN SAID CITY, REDEFINING THE BOUNDARIES OF SAID WARDS, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES, IN CONFLICT HEREWITH.

WHEREAS, by motion made, seconded, and unanimously approved, at an adjourned meeting of the City Council, held in the Council Room, in the City Administration Building, 4th and Johnstone, in the City of Bartlesville, Oklahoma, on _____, 2023 by a vote of at least two-thirds (2/3) of their number, the City Council found it to be to the best interest of the City of Bartlesville to change the boundaries of the five wards and to equalize said wards by changing and redefining the boundaries thereof; and,

WHEREAS, notice of the proposed change has been given for thirty (30) days, by publication of a notice in the Bartlesville Examiner-Enterprise, on _____; said newspaper being published and of general circulation in said City .

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

Section 1: The boundaries of the five wards in the City of Bartlesville, Oklahoma, are respectively changed and redefined as follows:

WARD 1

Beginning at a point that is the intersection of the centerline right-of-way of Nowata Road (U.S. Highway 60) and the centerline right-of-way of Madison Boulevard; thence north along said centerline of Madison Boulevard to a point that is the intersection of the centerline right-of-way of Madison Boulevard and the centerline right-of-way of Tuxedo Boulevard; thence west along said centerline of Tuxedo Boulevard to the intersection of the centerline of Tuxedo Boulevard and the east right-of-way line of Spruce Avenue; thence north along said east right-of-way of Spruce Avenue to the intersection of the east right-of-way of Spruce Avenue and the centerline right-of-way of Ohio Street; thence westerly along said centerline of Ohio Street to the intersection of centerline right-of-way of Ohio Street and the east right-of-way line of Wilshire Avenue; thence north along said east right-of-way of Wilshire Avenue to the intersection of centerline right-of-way of Nebraska Street; thence westerly along said centerline of Nebraska Street to the intersection of centerline rights-of-way of Nebraska Street and Washington Boulevard (U.S. Highway 75); thence south along said centerline of Washington Boulevard (U.S. Highway 75) and Nowata Road, which is the southwest corner of Section 16, T26N, R13E; thence east along the south boundary of Section 16, T26N, R13E, which is the centerline right-of-way of Nowata Road (U.S. Highway 60) to the point of beginning.

WARD 2

Beginning at a point that is the intersection of the centerlines of Adams Boulevard (U.S. Highway 60) and Silver Lake Road, said point being the NW corner of Section 17, T26N, R13E; thence south along the centerline of Silver Lake Road to a point on the west line of Section 17, T26N, R13E, said point being 720 feet north of the SW corner of the SW/4 of the SW/4 of said Section 17; thence southeast and east along the centerline of Nowata Road to the intersection of the centerline rights-of-way of Nowata Road and Jefferson Road; thence south along said centerline of Jefferson Road to the centerline of Jefferson Place; thence south along said centerline of Jefferson Place to Jefferson Road; thence south along said centerline of Jefferson Road to the intersection of centerline rights-of-way of Jefferson Road and Price Road, which is the south line of the SW/4 of the SE/4 of Section 20, T26N, R13E; thence west along the south line of Section 20, T26N, R13E, to the northwest

corner of the NW/4 of the NW/4 of Section 29, T26N, R13E; thence south along the west line of said Section 29 to the NW corner of Lot 3, Block 1, Colonial Estates 1st Addition; thence south along the west line of said Colonial Estates 1st Addition to the SW corner of said Colonial Estates 1st Addition; thence East 10 feet to the NW corner of Colonial Estates 4th Addition; thence southerly following the westerly boundary of said addition to the SW corner of said addition, said SW corner being 60 feet east of the NW corner of the SW/4 of the SW/4 of the SW/4 of said Section 29; thence heading east and south encompassing said SW/4 SW/4 SW/4 to the SE corner of said SW/4 SW/4 SW/4, said point being on the center line of Rice Creek Road; thence east along said centerline to the SW corner of the SE/4 of said Section 29; thence north 60 feet to the SE corner of Colonial Estates 7th Addition; thence north along the east boundary of said addition to a point that is the SW corner of Colonial Estates 18th Addition; thence east along the south boundary of said addition extending to a point east of Rice Creek that is on the corporate line; thence southerly, easterly, then northerly following the corporate limits back to a point on the south line of Section 29, T26N, R13E, said point being 33.5 feet west of the SE corner of said Section 29 and situated along the centerline of Rice Creek Road; thence east along the centerline of Rice Creek Road, following the south corporate line to a point on the south line of Section 28, T26N, R13E, said point being 247.5 feet west of the SE/4 SW/4 of said Section 28; thence north 40 feet to the SE corner of Sebring Ridge Addition; thence north along the East boundary of said Sebring Ridge Addition to the NE corner of said Addition; thence east to the east line of the SW/4 of said Section 28; thence north along said east line to the center of said Section 28; thence east along the north line of the SE/4 of said Section 28 continuing through the SW corner of the NW/4 of Section 27, T26N, R13E and continuing along the south line of the said NW/4 of Section 27 to the center of said Section 27; thence north along the east line of said NW/4 of Section 27 to the NE corner of said NW/4 of Section 27; thence west along the north line of said NW/4 of Section 27 to the intersection of the centerline rights-of-way of Price Road and Madison Boulevard; thence north along the centerline of Madison Boulevard to the intersection of the centerline rights-of-way of Madison Boulevard and Nowata Road; thence west along the centerline of the right-of-way of Nowata Road to the intersection of the centerline rights-of-way of Nowata Road and Washington Boulevard (U.S. Highway 75); thence north along the centerline of the right-of-way of Washington Boulevard (U.S. Highway 75 / U.S. Highway 60) to the intersection of the centerline of rights-of-way of Washington Boulevard (U.S. Highway 75 / U.S. Highway 60) and Adams Boulevard (U.S. Highway 60); thence west along the centerline of Adams Boulevard (U.S. Highway 60) to its intersection with Silver Lake Road, said point being the point of beginning.

WARD 3

Beginning at a point that is the intersection of the centerline of Adams Boulevard (U.S. Highway 60) and Silver Lake Road, said point being the SE corner of Section 7, T26N, R13E; thence northwesterly along said centerline of Adams Boulevard (U.S. Highway 60); thence west along said centerline of Adams Boulevard (U.S. Highway 60) to the intersection of the centerline rights-of-way of Adams Boulevard (U.S. Highway 60) and Shawnee Avenue; thence south along the centerline of Shawnee Avenue to the intersection of Shawnee Avenue and 13th Street; thence west along the centerline of 13th Street right-of-way to the intersection of centerline rights-of-way of 13th Street and Maple Avenue; thence north to the intersection of centerline rights-of-way of Maple Avenue and 13th Street; thence west along the centerline right-of-way of 13th Street to the east line of Block C, McCaleb Addition (White Rose Cemetery); thence south along the east line of Block C, McCaleb Addition to the south line of Lot 20, Block 5, McCaleb Addition; thence west along the south line of Lot 20, Block 5, McCaleb Addition; thence west along the south line of Lot 3, Block 6, McCaleb Addition, thence west along the south line of Lot 20, Block 6, McCaleb Addition, thence west along the south line of Block C, McCaleb Addition to the corporate line along the west right-of-way line of Virginia Avenue ; thence south along said right-of-way to the south line of 14th Street; thence southwesterly along the south right-of-way line of 14th Street to the east right-of-way line of N 3935 Road, said point being a change in direction on the corporate line; thence following the corporate line south 304.4 feet; thence east 253 feet; thence south 315.5 feet; thence east 1470 feet; thence south 1320 feet; thence east 1320 feet to a point on the west line of Section 13, T26N, R13E; thence south 660 feet; thence east 1320 feet; thence south 660 feet; thence east, still following the corporate line, to the

east right-of-way line of the South Kansas & Oklahoma Railroad (formerly right-of-way of the A.T. & S.F. Railway); thence southeasterly along said right-of-way line to the south line of the N/2 of Section 24, T26N, R13E; thence 450 feet west; thence southerly to a point 16.5 feet south of the north line of Section 25, T26N, R12E; thence westerly parallel to said north line to the intersection with the east line of Circle Mountain Estates Subdivision; thence north and on to encompass said Circle Mountain Estates through Section 23, T26N, R12E, thence through Section 26, 35, and 25, T26N, R12E, returning to a point on the east boundary 31.5 feet south of the north line of Section 26, T26N, R12E; thence easterly with the corporate line to the east line of Section 25, T26N, R12E; thence north to the NE corner of said Section 25; thence continue easterly to the centerline of the Caney River; thence southerly along the centerline of the Caney River to a point due west of the NW corner of the Kenilworth Additions; thence east to said corner and continue along the west and southerly boundary of said Additions to its intersection with the centerline of Silver Lake Road; thence north along the center line of Silver Lake Road to the intersection of Price Road said intersection being the southwest corner of the SW/4 of the SW/4 of Section 20, T26N, R13E; thence east along the south line of Section 20, T26N, R13E to the intersection of centerline rights-of-way of Price Road and Jefferson Road; thence north along the centerline of Jefferson Road to the centerline of Jefferson Place; thence north along said centerline of Jefferson Place to Jefferson Road; thence north along said centerline of Jefferson Road to the intersection of centerline rights-of-way of Jefferson Road and Nowata Road; thence west and northwest along the centerline of Nowata Road to the intersection of right-of-way of Silver Lake Road; thence north along the centerline of Silver Lake Road to the intersection of the centerline rights-of-way of Silver Lake Road and Adams Boulevard (U.S. Highway 60), said point being the point of beginning.

WARD 4

Beginning at a point that is the intersection of the centerline rights-of-way of Adams Boulevard (U.S. Highway 60) and Silver Lake Road, which is the SE corner of Section 7, T26N, R13E; thence northwesterly along said centerline of Adams Boulevard; thence west along said centerline of Adams Boulevard (U.S. Highway 60) to the intersection of the centerline rights-of-way of Adams Boulevard (U.S. Highway 60) and Shawnee Avenue; thence south along the centerline of Shawnee Avenue to the intersection of Shawnee Avenue and 13th Street; thence west along the centerline of 13th Street right-of-way to the intersection of centerline rights-of-way of 13th Street and Maple Avenue; thence north to the intersection of centerline rights-of-way of Maple Avenue and 13th Street; thence west along the centerline right-of-way of 13th Street to the east line of Block C, McCaleb Addition (White Rose Cemetery); thence south along the east line of Block C, McCaleb Addition to the south line of Lot 20, Block 5, McCaleb Addition; thence west along the south line of Lot 20, Block 5, McCaleb Addition; thence west along the south line of Lot 3, Block 6, McCaleb Addition, thence west along the south line of Lot 20, Block 6, McCaleb Addition, thence west along the south line of Block C, McCaleb Addition to the corporate line along the west right-of-way line of Virginia Avenue ; thence north along said corporate line approximately 839 feet to a change in direction of the corporate line; thence west approximately 234 feet to a change in direction of the corporate line; thence north approximately 580 feet along the corporate line to a change in direction of the corporate line; thence east approximately 226 feet along the corporate line to a change in direction of the corporate line; thence north approximately 148 feet along the corporate line to a change in direction of the corporate line; thence west approximately 230 feet along the corporate line to a change in direction of the corporate line; thence north approximately 538 feet along the corporate line to a change in direction of the corporate line; thence west approximately 1,120 feet along the corporate line, parallel to the south line of Lincoln 2nd Addition; thence north approximately 376 feet to the south right-of-way line of Adams Boulevard (U.S. Highway 60); thence west and northwesterly along the south right-of-way line of Adams Boulevard (U.S. Highway 60) to a point approximately 40 feet west of State Highway 123 right-of-way; thence 46.25 feet northerly along the corporate line to a point on the north right-of-way of Adams Boulevard (U.S. Highway 60); thence 40 feet westerly along the corporate line and said right-of-way to the intersection of the of north right-of-way of Adams Boulevard (U.S. Highway 60) and the centerline right-of-way State Highway 123; thence 966 feet north along the corporate line and the centerline right-of-way of State Highway 123; thence, away from the curving centerline of State Highway 123, 993.66 feet north along the corporate line; thence 660 feet west along the corporate line; thence 660 feet north along the

corporate line; thence 1575.25 feet west along the corporate line; thence south onto the centerline right-of-way of Wiley Post Road and follow said centerline to the south line of Section 3, T26N, R12E, and through said south line continuing 2622.95 feet south of the north line of Section 10, T26N, R12E; thence 1307 feet west into the Osage County section 9, T26N, R12E; thence 2637 feet north along the corporate line to the north line of said section and the north right-of-way of U.S. Highway 60; thence through said section line along the west right-of-way of County Road 3007; thence 10633.4 feet north along the corporate line and said right-of-way through Osage County Section 4, T26N, R12E, and through Osage County Section 33, T27N, R12E, to a point on the north line of said Section 33; thence 2511 feet east along the corporate line and north line of said section through along the north line of Osage County Section 34, T27N, R12E, to a point 1130.35 west of the east line of said section; thence along the corporate line 1322.7 feet south; thence 1153.88 westerly along the corporate line; thence 3968 feet south along the corporate line to the centerline right-of-way of Will Rogers Drive; thence 2248.45 feet east to the intersection of said centerline and the west right-of-way of Sunset Boulevard; thence 4658 feet north along the west right-of-way of sunset Boulevard along the corporate line; thence 538.57 feet east along the corporate line following the northern boundary of Oak park Village Additions; thence 762.78 north along the corporate line; thence 791.68 feet east along the corporate line; thence 348.26 feet north along the corporate line; thence 1001.66 feet east along the corporate line; thence 196.4 feet easterly along the corporate line; thence 208.16 feet easterly along the corporate line; thence 567.63 feet easterly along the corporate line to the west right-of-way of 3940 Road; thence 1270.98 feet south along the corporate line to the intersection of the west right-of-way of 3940 Road and the north right-of-way of Palmetto Drive; thence 53 feet east along the corporate line to the east right-of-way of 3940 Road; thence 6856 feet southerly along the corporate line to a point where the said right-of-way intersects the west line of Section 36, T27N, R12E; thence 208.23 feet south along the corporate line and along the east line of Section 35, T27N, R12E; thence 38.75 feet westerly along the corporate line into said section; thence southwestly along the corporate line and along the east right-of-way of Virginia Avenue though the south line of said section to a point on said right-of-way that is 176.2 west of the east line of Section 2, T26N, R12E, and 761.16 south of the north line of said section; thence 186.35 feet southeasterly along the west bank of the Caney River with the corporate line through the east line of said section to a point 12.5 feet east of said East line; thence parallel to said section line 1208 feet south to the east right-of-way of Virginia Avenue; thence south along the corporate line to the intersection of said east right-of-way of Virginia Avenue and the north right-of-way of Herrick Street;

an excerpt of land from within the corporate boundaries and within said section 2, herein described, begins at the intersection of the west right-of-way of Virginia Avenue and the north right-of-way of Herrick Street; thence 2252.44 north along the internal corporate line and the west right-of-way of Virginia Avenue; thence 34.78 feet east along the internal corporate line; thence 283.23 feet north along the internal corporate line; thence 495.4 feet northwesterly along the internal corporate line; thence 34.78 feet east along the internal corporate line; thence 1140.2 feet east along the internal corporate line; thence 1333 feet north along the internal corporate line to a point 30 feet south of the north line of said section; thence westerly 681.23 feet along the internal corporate line to a point 42 feet south of north line of said section; thence 22.48 feet northwesterly along the internal corporate line to a point 20 feet south of the north line of said section; thence 988.86 feet westerly along the internal corporate line to a point 19 feet south of the north line of said section; thence 256.22 feet northerly along the internal corporate line to a point north of the north line of said section; thence 278.39 feet westerly along the internal corporate line to a point on the east right-of-way of Sunset Boulevard; thence 4940.6 feet south along said right-of-way within said Section 2; thence 645.22 feet easterly along the internal corporate line to the centerline right-of-way of Mercedes Avenue; thence 91.63 feet north along the internal corporate line and said centerline right-of-way; thence 144.1 feet easterly along the internal corporate line; thence 85 feet south along the internal corporate line to the north right-of-way of Herrick Street; thence 2461.75 easterly along said right-of-way to the intersection of the said right-of-way and the west right-of-way of Virginia Avenue, thus completing the internal excerpt of land;

to restart the description on the external corporate line, prior to excerpt, at the same point at the intersection of the east right-of-way of Virginia Avenue and the north right-of-way of Herrick Street, thence 1124.44

feet easterly along said north right-of-way and continuing east along the north external corporate line to a point on the north right-of-way of Herrick Street 215 feet west of the centerline right-of-way of Santa Fe Avenue; thence 166.2 feet north along the corporate line; thence 125.56 feet west along the corporate line; thence 489.94 feet northerly along the corporate line; thence 314.55 feet easterly along the corporate line; thence 152.14 feet south along the corporate line; thence 655.13 feet east along the corporate line to the NE corner of the Turner Addition; thence 511.25 feet south along the corporate line to where the SE corner of Turner Addition meets the north right-of-way of Herrick Street; thence 641.96 feet easterly along the corporate line to a point 20.81 feet west of the east line of the SW/4 of Section 1, T26N, R12E; thence 653.3 feet south along the corporate line parallel, more or less, to the east line of said SW/4 section to a point 17.13 west of said line and a point on the south line of said section which is also the on the centerline right-of-way of Lupa Street; thence 1956.08 feet east along the corporate line to a point 8.43 feet south of said south line of Section 1; thence 631.66 feet northeasterly along the corporate line to a point on the centerline of Caney River and 303.92 feet west of the east line of said Section 1; thence following the centerline of Caney River 1341 feet easterly along the curve of the river; thence continuing to follow said centerline of Caney River southerly and southwesterly 431 feet to a point 3.7 feet south of the north line of Section 7, T26N, R13E, and 866.21 feet east of the west line of said Section 7, and 107 feet west of the centerline of State Highway 123; thence 357 feet east along the corporate line to a point 6.5 feet south of the north line of said Section 7 on the east bank of the Caney River; thence 57 feet northeasterly along the east bank of said river with the corporate line to a point 47.2 feet north of the north line of said Section 7; thence 1668.11 feet southeasterly along the corporate line to a point 8.34 feet south of the north line of said section 7; thence 2898.12 feet easterly to a point on the north line of said section; thence 43.84 feet north along the corporate line; thence 362.34 feet easterly along the corporate line; thence 20.63 feet south along the corporate line to a point on the north right-of-way of Tuxedo Boulevard and 683.97 feet west of the east line of Section 6, T26N, R13E;

an internal excerpt from the corporate line commences 70.5 feet south on the south right-of-way of Tuxedo Boulevard and on the internal corporate line; thence 661.1 feet east along the internal corporate line to a point 24.27 feet west of the east line of Section 7, T26N, R13E; thence 19.6 feet north to reconnect with the south right-of-way of Tuxedo Boulevard; thence 1980.18 feet east through the east line of said section 7 along the internal corporate line; thence 130.57 feet south along the corporate line; to the northwesterly right-of-way of Beck Drive; another small excerpt from within the corporate line starts on the southeasterly right-of-way of Beck Drive 156.6 feet southerly from the 130.57 feet south point; the smaller excerpt thence 350.7 feet south along the internal corporate line; thence 225.73 feet west along the corporate line to a point that reconnects with the southeasterly right-of-way of Beck Drive; thence 415.1 feet northeasterly along the southeasterly right-of-way of Beck Drive with the internal corporate line to a point that forms a triangular excerpt; thence we commence with the larger excerpt at the point 130.57 feet south of the south right-of-way of Tuxedo Boulevard on the internal corporate line; thence 567.68 feet southwesterly along the northwesterly right-of-way of Beck Drive; thence 56.92 westerly along the internal corporate line; thence 31.74 feet southeasterly along the internal corporate line; thence 466.72 feet westerly along the internal corporate line; thence 255.16 feet south along the internal corporate line; thence 488.72 feet west along the internal corporate line; thence 419.82 feet south along the internal corporate line; thence 663.89 feet westerly along the internal corporate line to a point on the centerline of Caney River and 20 feet west of the east line of Section 7, T26N, R13E; thence 902 feet southerly along the internal corporate line to a point 12.23 feet west of said east line and 2242.48 feet south of the north line of said section 7; thence 2641.54 feet easterly along the internal corporate line to a point 8.18 feet east of the west line of the NE/4 of Section 7, T26N, R13E; thence 403.1 feet northerly along the internal corporate line; thence 179.5 feet easterly along the internal corporate line; thence 509.4 feet north along the internal corporate line; thence 472.52 feet east along the internal corporate line; thence 574.83 feet north along the internal corporate line to a point 78 feet south of the centerline right-of-way of Tuxedo Boulevard; thence 710 feet northeasterly

along the internal corporate line to a point 105 feet south of said centerline; thence 47.6 feet north along the internal corporate line; thence 601.42 feet northeasterly along the internal corporate line to a point 60 feet south of said centerline; thence 161.14 feet east along the internal corporate line; thence 75.62 feet north along the internal corporate line to a point on the south right-of-way of Tuxedo Boulevard that completes the internal excerpt of land from within the external corporate boundaries;

commencing again on the external corporate line 70.5 feet north of the completed internal corporate line at the same point on the north right-of-way of Tuxedo Boulevard; thence 1967.39 feet east along the said north right-of-way and with the external corporate line to the intersection of the north right-of-way of Tuxedo Boulevard and the centerline of Young Avenue; thence 1319 feet north along the corporate line and to a point on said centerline right-of-way and the NW corner of Plain View Addition; thence 1321.84 feet east along the north boundary of Plain View Addition with the corporate line to a point on the west boundary of Pleasant View Addition that is 20.7 feet east of the west line SE/4 of Section 5, T26N, R13E; thence 645.61 feet north along the west boundary of said Addition with the corporate line to the NW corner of said Addition; thence 1322.3 feet east along the north boundary of said Pleasant View Addition with the corporate line to a point on the centerline right-of-way of Indiana Street; thence 660.3 feet north along the west boundary of the Interurban Addition with the corporate line to a point on the south right-of-way of Nebraska Street; thence 1311.6 feet east along the corporate line to a point 22.55 feet east of the SW/4 of Section 5, T26N, R13E, and 3.37 feet south of the north line of said quarter section; thence 656.38 feet north along the corporate line; thence 656.8 feet east along the corporate line; thence 660.93 feet north along the corporate line; thence 660 feet east along the corporate line; to a point at the NW corner of Prairie View Addition and the center of said quarter section; thence 1311.7 feet north along the west boundary of the Wittenmyers Addition and west boundary of the NE/4 NE/4 of said Section 5 with corporate line to a point on the south right-of-way of Minnesota Street and 20 feet south of the north line of said Section 5; thence 1263.4 feet east along the north boundary of said Addition with corporate line through the east line of said Section 5 to a point 18 feet south of the north line of Section 4, T26N, R13E, and 6.8 feet east of the west line of said Section 4 at the intersection of the centerline rights-of-way of Minnesota Street and Washington Boulevard (U.S. Highway 75); thence 10528.3 feet southerly along the centerline right-of-way of Washington Boulevard to and through the SE corner of Section 5, T26N, R13E, and thence on to the SW corner of Section 8, T26N, R13E to a point on the centerline of Adams Boulevard (U.S. Highway 60); thence west along the centerline right-of-way of Adams Boulevard (U.S. Highway 60) and along the south line of said Section 8 to the SW corner of said Section which is the point of beginning.

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Beginning at a point on the centerline of Washington Boulevard (U.S. Highway 75), which is 1300 feet beyond the north line of Section 4, T26N, R13E; thence easterly to a point on the west right-of-way of Bison Road, said point being 1320 feet beyond the north line of Section 3, T26N, R13E; thence south along said right-of-way of Bison Road to the intersection of the west right-of-way of Bison Road and the centerline right-of-way of Tuxedo Boulevard; thence east on centerline of Tuxedo Boulevard to a point where the said centerline intersects with the east right-of-way of Bison Road; thence south along said east right of way line of Bison Road to a point that is the center of the west boundary of Section 14, T26N, R13E; thence east and thence south to encompass the SW/4 of Section 14, T26N, R13E, to a point on the north right-of-way of Nowata Road (U.S. Highway 60), that is the southeast corner of the SW/4 of Section 14, T26N, R13E; thence west along the centerline of Nowata Road (U.S. Highway 60) to the northeast corner of the NW/4 of the NW/4 of Section 23, T26N, R13E; thence south along the east line of the NW/4 of the NW/4 of said Section 23, thence west along the south line of the NW/4 of the NW/4 of said Section 23 to the east line of Section 22, T26N, R13E; thence south along the east line of said Section 22 to the southeast corner of the NE/4 of said Section 22; thence west to the center of said Section 22; thence south to the southeast corner of the SE/4 of the SW/4 of said Section 22; thence west along the south line of said Section 22 to the intersection of centerline rights-of-way of Price Road and Madison Boulevard; thence north along the centerline of Madison Boulevard to the intersection of centerline rights-of-way of Madison Boulevard and Tuxedo Boulevard; thence west along said centerline of Tuxedo Boulevard to the intersection of the centerline of Tuxedo Boulevard and the east right-of-way line of Spruce Avenue; thence north along said east right-of-way of Spruce Avenue to the intersection of east right-of-way of Spruce Avenue and the centerline right-of-way of Ohio Street; thence westerly along said centerline of Ohio Street to the intersection of centerline rights-of-way of Ohio Street and

the east right-of-way line of Wilshire Avenue; thence north along said east right-of-way of Wilshire Avenue to the intersection of centerline right-of-way of Nebraska Street; thence westerly along said centerline of Nebraska Street to the intersection of centerline rights-of-way of Nebraska Street and Washington Boulevard (U.S. Highway 75); thence north along said centerline of Washington Boulevard (U.S. Highway 75) to the point of beginning.

Section 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed. Specifically repealed is Ordinance No. 3463.

Section 3: This ordinance shall be in full force and effect on _____.

PASSED by the City Council of the City of Bartlesville, Oklahoma, and **APPROVED** by the Mayor this ____ day of _____, 2023.

Dale Copeland, Mayor

ATTEST:

Jason Muninger, City Clerk