



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

**REGULAR MEETING OF THE
BARTLESVILLE CITY COUNCIL**

**Monday, April 3, 2023
5:30 pm.**

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

AGENDA

- 1. Call to order the business meeting of the Bartlesville City Council by Mayor Copeland.**
- 2. Roll Call and Establishment of a Quorum.**
- 3. Invocation by Pastor Steven Griffith, New Beginnings Family Church.**
- 4. Citizens to be heard.**
- 5. City Council Announcements and Proclamations.**
 - Wyland Mayor's Challenge for Water Conservation Month, April 2023. Presented by Mayor Copeland.
 - Sexual Assault Awareness Month, April 2023. Presented by Councilmember Roane.
 - Child Abuse Prevention Month, April 2023. Presented by Councilmember Dorsey.
- 6. Authorities, Boards, Commissions and Committee Openings**
 - One opening on the Bartlesville Area History Museum Trust Authority.
 - One opening on the Bartlesville Convention and Visitor's Bureau Board (Visit Bartlesville)
 - One opening on the Construction and Fire Code Appeals Board
 - Two upcoming openings on the Park Board
 - Two upcoming openings on the Board of Adjustment
- 7. Consent Docket**
 - a. Approval of Minutes**
 - i. The Regular Meeting Minutes of March 6, 2023.
 - b. Approval of Appointment, Reappointments and Ratifications to Authorities, Boards, Commissions and Committees**
 - i. Appointment of Ms. Kelsie Scott to a three-year term on the White Rose Cemetery Board at the recommendation of Mayor Copeland.
 - ii. Appointment of Mr. George Halkiades to a three-year term on the Bartlesville Redevelopment Trust Authority at the recommendation of Councilmember Roszel.
 - iii. Reappointment of Ms. Kathryn Hadden to a three-year term on the History Museum Trust Authority at the recommendation of Councilmember Roane.
 - iv. Reappointment of Ms. Rhonda Hudson, Ms. Kim Miller, Mr. Dylan Smith, Ms. Shala LaTorraca and Mr. Eric Gray to additional two-year terms on the Bartlesville Library Board at the recommendation of Mayor Copeland.

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

- i. Professional Service Contract with Allgeier, Martin and Associates for the 8th Street Storm Sewer Design in the amount of \$44,400.00.
- ii. Professional Service contract with Ambler Architects for the Jo Allyn Lowe Park Rain Garden Design in the amount of \$13,325.
- iii. Change Order #2 from Electrical Express, LLC for the Robinwood Soccer Field Lighting Project increasing the contract amount by \$14,422.00
- iv. Amendment to the professional service contract with Guy Engineering Services, Inc. for design services on the Tuxedo Boulevard Bridges over the Caney River and overflow/pond Rehabilitation and Repair Project in the amount of \$15,896.00.
- v. Time and Materials Agreement with Sunbelt Pools to trouble shoot and repair damaged components on the 50-meter lap pool at Sooner Pool with approximate cost between \$12,000 and \$15,000.
- vi. Amended agreement with Richard Kane YMCA for management and operation of Sooner and Frontier pools.

d. Approval of Execution of Deeds

- i. Execution of Deed transferring City owned property along Shawnee Avenue, between 18th Street and Hillcrest Drive, to the Bartlesville Public School District for construction of an agricultural sciences facility as detailed in the Memorandum of Understanding approved March 1, 2021 by the Bartlesville City Council, and also and Execution of Deed creating Public Right-of-Way along Shawnee Avenue on remaining City-owned property between the Bartlesville Public School District property and the west section line of Section 18, Township 26 North, Range 13 East.

e. Receipt of Financials

- i. Interim Financials for eight months ending February 28, 2023.

f. Receipt of Bids

- i. Bid No. 2022-2023-016 for Wastewater Magnetic Flow Meters.

8. Discuss and take possible action to award Bid No. 2022-2023-016 for Wastewater Magnetic Flow Meters, various sizes. Presented by Councilmember Dorsey.

9. Public hearing to discuss and take possible action to adopt an Ordinance to change the boundaries of the five wards in the City of Bartlesville, redefining the boundaries of said wards, and repealing all ordinances or parts of ordinances in conflict. Presented by Larry R. Curtis, Director of Community Development.

10. Discuss and take possible action to ratify an Agreement with Oklahomans for Equality ("OKEQ") relating to drag performances in public parks from April 1, 2023 to March 31, 2024. Presented by Jess Kane, City Attorney.

11. Discuss and take possible action on proposed amendments to the Bartlesville Equal Access to Housing Ordinance (Bartlesville Municipal Code §§ 12-176 - 12-190). Presented by Jess Kane, City Attorney.

12. Discuss and take possible action on a recommendation by the Bartlesville Development Authority that the previously approved development assistance of \$40,897 for Jimmy's Egg be applied to the alternative location; the former McAlister's Deli at 2330 Washington Blvd. Presented by Chris Batchelder, Vice President, Business Development, Bartlesville Development Authority.
13. Discuss and take possible action to adopt an Ordinance amending Chapter 20, Division 7 of the Bartlesville Municipal Code pertaining to Water Shortages. Presented by Terry Lauritsen, Director of Water Utilities.
14. Discuss and take possible action on a proposed Resolution declaring that a potential water shortage exists and implementing the Stage Two Emergency Water Rate Adjustment. Presented by Terry Lauritsen, Director of Water Utilities.
15. Discussion and update on First Christian Church proposals. Presented by Mike Bailey, City Manager.
16. Presentation of staff recommendations 2023 GO Bond Projects. Presented by Micah Siemers, P.E., Director of Engineering.
17. Presentation of significant budget issues. Presented by Jason Muninger, CFO/City Clerk.
18. New Business
19. City Manager and Staff Reports.
20. City Council Comments and Inquiries.
21. 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, March 30, 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/>

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Sparklight: Channel 56

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



Official Proclamation

Wyland Mayor's Challenge for Water Conservation Month April, 2023

WHEREAS, the City of Bartlesville, Oklahoma continues to explore ways to manage residential consumption of water and to inspire its residents to care for our natural resources; and

WHEREAS, cities can engage in efforts to inspire their own communities, as well as their neighboring cities, to become better environmental stewards; and

WHEREAS, the 12th annual National Mayor's Challenge for Water Conservation presented by the Wyland Foundation, with support from the U.S. EPA WaterSense, The Toro Company, and the National League of Cities, is a non-profit challenge to residents to encourage pollution reduction and smart water use; and

WHEREAS, with the encouragement of their Mayor, residents may register their participation in their City's Challenge, online, by making simple pledges to decrease their water use and to reduce pollution for the period of one year, thereby assisting their cities to apply State and Federal water conservation strategies and to target mandated reductions; and

WHEREAS, from April 1-30, 2023, the City of Bartlesville wishes to inspire its residents and its neighboring communities to take the "Wyland Mayor's Challenge for Water Conservation" by making a series of online pledges at mywaterpledge.com to reduce their impact on the environment and to see immediate savings in their utility bills.

NOW THEREFORE, I, Mayor Dale Copeland, City of Bartlesville City Council, do hereby officially proclaim the month of April 2023 as "Wyland Mayor's Challenge for Water Conservation Month" and encourage all citizens of the City of Bartlesville to take the conservation challenge.

IN WITNESS WHEREOF, I hereunto set my hand and caused the Official Seal of the City of Bartlesville, Oklahoma, to be affixed this 3rd day of April, in the year of our Lord two thousand and twenty-three.

Dale W. Copeland, Mayor and Ward 1 City Councilor



Official Proclamation

“SEXUAL ASSAULT AWARENESS MONTH” APRIL 2023

Whereas, Sexual Assault Awareness Month is intended to draw attention to the fact that sexual violence is widespread and has public health implications for every community member of Bartlesville, Oklahoma; and

Whereas, rape, sexual assault, and sexual harassment impact our community as seen by the number of survivors seeking assistance from their assaults and national statistics indicating that one in four women and one in thirty-three men, will have experienced some form of sexual assault in their lifetime; and

Whereas, the City of Bartlesville, Oklahoma is committed to educating our community about what can be done to prevent sexual assault and how to support survivors; and

Whereas, during the month of April, the City of Bartlesville, Ray of Hope Advocacy Center, and community partners encourage every person to speak out when witnessing acts of violence however small; and

Whereas, with leadership, dedication, and encouragement, there is compelling evidence that we can be successful in reducing sexual violence in Bartlesville through prevention education, increased awareness, and holding perpetrators who commit acts of violence responsible for their actions; and

Whereas, Bartlesville strongly supports the efforts of local, state, and national partners, and of every citizen to actively engage in public and private efforts, including conversations about what sexual violence is, how to prevent it, how to help survivors connect with services, and how every segment of our society can work together to better address sexual violence.

Now, Therefore, I, Billie Roane, Bartlesville City Council, do hereby proclaim April as Sexual Assault Awareness Month, and urge all people of Bartlesville to learn about sexual assault and commit themselves to the community goal of ensuring that everyone in our community can live their life free of sexual violence.

IN WITNESS WHEREOF, I hereunto set my hand and cause the Official Seal of the City of Bartlesville, Oklahoma, to be affixed this 3rd day of April, in the year of our Lord two thousand and twenty-three.

Billie Roane, Ward 4 City Councilor



Official Proclamation

“CHILD ABUSE PREVENTION MONTH” APRIL 2023

Whereas, Bartlesville’s future prosperity depends on nurturing the healthy development of the more than 11,000 children currently living, growing, and learning within our community; and

Whereas, research shows that safe, nurturing relationships and stimulating, stable environments improve brain development and child wellbeing, while neglectful or abusive experiences and unstable or stressful environments increase the odds of poor childhood outcomes; and

Whereas, the abuse and neglect of children can cause severe, costly and lifelong problems affecting all of society, including physical and mental health problems, school failure and criminal behavior; and

Whereas, research also shows that parents and caregivers who have social networks and know how to seek help in times of trouble are more resilient and better able to provide safe environments and nurturing experiences for their children; and

Whereas, individuals, businesses, schools, and faith-based and community organizations must make children a top priority and take action to support the physical, social, emotional and educational development and competency of all children; and

Whereas, during the month of April, the City of Bartlesville, and Ray of Hope Advocacy Center in collaboration with their citywide partners will be engaging individuals and communities throughout the city in a coordinated effort to prevent child abuse and neglect by promoting awareness of healthy child development, positive parenting practices and the types of support families need within their communities; and

Whereas, I encourage all citizens of Bartlesville, Oklahoma to recognize that prevention starts with each of us;

Now, therefore, I, Trevor Dorsey, Bartlesville City Council, do hereby proclaim the month of April 2023 as Child Abuse Prevention Month. I urge all citizens of Bartlesville to learn about child abuse, how to recognize and report it, and commit themselves to the community goal of ensuring our most vulnerable population can live a safe and healthy life free from child abuse.

IN WITNESS WHEREOF, I hereunto set my hand and caused the Official Seal of the City of Bartlesville, Oklahoma, to be affixed this 3rd day of April, in the year of our Lord two thousand and twenty-three.

Trevor Dorsey, Ward 5 City Councilor



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

Agenda Item 7.a.i.
**MINUTES OF THE
REGULAR MEETING OF THE
BARTLESVILLE CITY COUNCIL**

**Monday, March 6, 2023
Immediately Following the
Bartlesville Education Authority
Special Meeting beginning at 5:30 pm.**

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

MINUTES

(The Notice of Meeting was posted December 15, 2022
and the Agenda was posted March 2, 2023 at 5:00 p.m.)

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

City staff present were Mike Bailey, City Manager; Jess Kane, City Attorney; Jason Muninger, City Clerk/CFO; Terry Lauritsen, Director of Water Utilities; Matt McCollough, IT Director, Mike Richardson, Director of the Municipal Airport; Larry Curtis, Director of Community Development; Steve Roper, Engineer; Captain Andrew Ward, security; and Elaine Banes, Executive Assistant.

- 1. The business meeting of the Bartlesville City Council was called to order at 5:51 p.m. immediately following the Bartlesville Education Authority meeting by Mayor Copeland.**
- 2. Roll Call was held and a quorum established.**
- 3. Citizens to be heard.**

Dale Earhart provided personal comments regarding homosexuality.

Jim Quillen asked the City Council to delay action on Item 15 until more research is done on the developer. He also stated his concerns about additional traffic, lack of ingress and egress into the development, and that the development will likely bring more students into the area that will need to be bussed since the Oak Park school was closed.

Tish Harris stated her concerns about the developer of the Oakwood Addition in Oak Park and about the increase in students to an area that is already bussing students to schools that are already full.

- 4. City Council Announcements and Proclamations.**
 - Cleaning Week March 26 – April 1, 2023. Presented by Mayor Copeland.
- 5. 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)
 - 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.

6. Consent Docket

a. Approval of Minutes

- i. The Regular Meeting Minutes of February 6, 2023.

b. Approval of Appointment, Reappointments and Ratifications to Authorities, Boards, Commissions and Committees

- i. Appointment of Mr. Richard Keim to a three-year term on the White Rose Cemetery Board at the recommendation of Mayor Copeland.
- ii. Reappointment of Mr. Quinn Schipper to a three-year term on the City Planning Commission at the recommendation of Councilmember Roane.
- iii. Reappointment of Ms. Gretchen Wendtland to a three-year term on the Park Board at the recommendation of Vice Mayor Curd.

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

- i. Approval of a Professional Service Agreement with Aimright Testing & Engineering for geotechnical services for the Wastewater Treatment Plan Expansion – Caney River Corridor Improvements in the amount of \$4,350.
- ii. Contract with Witt O'Brien' of Houston, Texas to update the Storm-Water Pollution Prevention Plan (SWP3) for the Bartlesville Municipal Airport in the amount of \$2,150.
- iii. Contract between Link Media Outdoor and the Bartlesville Public Library/City of Bartlesville for billboards for the 2023 Summer Reading Program in the amount of \$2,140.
- iv. Proposal from All Media Integration for an audio video upgrade for the City Council Chambers in the amount of \$38,327.81.
- v. Lease of Hangar 5 at the Bartlesville Municipal Airport to Emrich Aerial Spraying, LLC to conduct aerial spraying operations and other aeronautical activities.
- vi. Termination of Hangar 5 Lease Agreement requested by Wolfe Aviation with the Bartlesville Municipal Airport/City of Bartlesville.

d. Approval of Resolutions

- i. Approval of a resolution of the City Council of the City of Bartlesville, Oklahoma providing comment to the Assistant Secretary of the Army for Civil Works on the Water Resources Development Act of 2022; and containing other provisions related thereto.

e. Receipt of Financials

- i. Interim Financials for seven months ending January 31, 2023.

f. Receipt of Bids

- i. Bid No. 2022-2023-014 Minnesota Rehabilitation – Highway 75 to Madison Boulevard.
- ii. Bid No. 2022-2023-015 City HVAC Component Replacement

Mayor Copeland read the consent docket in full. Ms. Roane pull Items 6.b.i., ii., and iii. and Mr. Roszel pulled Item 6.d.i. for further discussion.

Ms. Roane moved to approve the consent docket with the exceptions of Items 6.b.i., ii., and iii. and Item 6.d.i, seconded by Vice Mayor Curd.

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

Voting Nay: None

Motion: Passed

6.b. Approval of Appointment, Reappointments and Ratifications to Authorities, Boards, Commissions and Committees

- i. Appointment of Mr. Richard Keim to a three-year term on the White Rose Cemetery Board at the recommendation of Mayor Copeland.
- ii. Reappointment of Mr. Quinn Schipper to a three-year term on the City Planning Commission at the recommendation of Councilmember Roane.
- iii. Reappointment of Ms. Gretchen Wendtland to a three-year term on the Park Board at the recommendation of Vice Mayor Curd.

Ms. Roane stated her appreciation to Mr. Keim, Mr. Schipper and Ms. Wendtland for their commitment to serve on City committees.

6.d. Approval of Resolutions

- i. Approval of a resolution of the City Council of the City of Bartlesville, Oklahoma providing comment to the Assistant Secretary of the Army for Civil Works on the Water Resources Development Act of 2022; and containing other provisions related thereto.

Mr. Roszel inquired as the financial responsibility the City has regarding the purchase of additional water storage. Mayor Copeland provided the history of the process of purchasing water from Copan Lake that began approximately 20 years ago. Mr. Bailey explained water acreage, pricing, and how City Officials and Oklahoma Federal Legislators have been working with US Army Corps of Engineers to reduce pricing to an affordable purchase rate.

Ms. Roane moved to approve Items 6.b.i. ii., iii. and 6.d.i. as presented, seconded by Mr. Roszel.

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

Voting Nay: None

Motion: Passed

7. Discuss and take possible action to award Bid No. 2022-2023-014 for the Minnesota Rehabilitation Project. Presented by Councilmember Dorsey.

Mr. Dorsey moved to award Bid No. 2022-2023-014 to Brent Bell Construction, Nowata, Oklahoma, in the amount of \$417,757.37 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. Discuss and take possible action to award Bid No. 2022-2023-015 for City Hall HVAC Component Replacement Project. Presented by Councilmember Roane.

Ms. Roane moved to award Bid No. 2022-2023-015 including the Add. Alternate to Shoemaker Mechanical, Inc., Tulsa, Oklahoma, in the amount of \$404,264.00 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. Consideration and action on a Resolution of the City Council of the City of Bartlesville, Oklahoma (the "City") approving the incurrence of indebtedness by the Bartlesville Education Authority (the "Authority") issuing its Educational Facilities Lease Revenue Bonds (Bartlesville Public Schools Project) Series 2023 (the "Bonds"); providing that the organizational document creating the authority is subject to the provisions of the Bond Indenture authorizing the issuance of said Bonds; waiving competitive bidding and authorizing the sale of said Bonds by the Authority at negotiated sale and at a price less than par; approving the forms of a Continuing Disclosure Agreement and an Official Statement relating to the Bonds; authorizing the execution of all necessary documents, and containing other provisions relating thereto.

No presentation was made since one was made in the Bartlesville Education Authority meeting prior to this meeting regarding this issue. The title of the Resolution also contains the necessary information for voting.

Vice Mayor Curd moved to approve the Resolution as presented, seconded by Ms. Roane.

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

Voting Nay: None

Motion: Passed

10. Discuss and take possible action to adopt an Ordinance granting to Public Service Company of Oklahoma (PSO) the right, privilege, and non-exclusive franchise for twenty-five years to build, equip, maintain, extend, own, and operate a system for the manufacture, transmission, distribution, sale, and control of electricity and communications circuits for itself and others in, under, over, across, through and along any and all of the present and future streets, alleys, avenues, ways, and other public places and grounds within the limits of the City of Bartlesville, Washington County, Oklahoma; and granting to PSO the right to operate an electric business pursuant to reasonable rules and regulation by the Oklahoma Corporation Commission; with PSO agreeing to charge legal rates for the electric service; and, if possible, to sell and deliver to the City all electricity and services requested by it; providing for payment to the City by PSO of a monthly fee on gross receipts from the delivery and sale of electricity; and providing for the repeal of conflicting ordinances; and declaring an emergency. Presented by Jason Muninger, CFO/City Clerk.

Mr. Muninger reported that the City is nearing the end of its previous 25-year non-exclusive franchise agreement with AEP/PSO. The proposed agreement for action is for an additional 25 years and remains very similar to the past agreement. It will maintain the 2% franchise fee that generates between \$650,000 to \$750,000 annually, depending on extreme heat and cold. The difference in this agreement from years past is section 10 of the Ordinance which grants the City the ability at any time through the life of the agreement to present to the voters an additional 1% facility fee. At this time, there are no plans to for this action. Per State law, the franchise agreement is required to hold a vote of the citizens. The election will be called for May 9, 2023.

Mr. Roszel appreciated Mr. Gordon with PSO for meeting with his constituents about the electric work being done in his ward. Ms. Roane also appreciated Mr. Gordon's assistance with local non-profit organizations. Mayor Copeland commented on the street lights being installed along Hillcrest Drive, and thanked Mr. Gordon for his participation in getting this project accomplished.

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

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

Vice Mayor Curd moved to approve the Emergency Declaration 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 to approve a Resolution of the City of Bartlesville, Washington County, Oklahoma ("city"), calling for a special election to be held on the 9th day of May 2023, for the purpose of submitting an Ordinance for approval by the qualified electors that will grant to public service company of Oklahoma, an Oklahoma corporation (PSO), a non-exclusive franchise for twenty-five years to build, equip, maintain, extend, own and operate a system for the manufacture, transmission, distribution, sale and control of electricity in and to the city and the public generally, to a vote of the registered voters of the city for their approval or disapproval; specifying the question to be voted upon at the special election and further directing the distribution and publication of this resolution. Presented by Jason Muninger, CFO/City Clerk.**

Mr. Muninger reported that the Resolution is part of the required process for calling the election for renewal of the 25-year agreement with PSO.

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

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

12. Discuss and take possible action to approve the Special Election Proclamation and Notice calling for an election on the proposition stated in Notice. Presented by Jason Muninger, CFO/City Clerk.

Mr. Muninger reported that approving the Special Election Proclamation and Notice is part of the required process to renew the PSO Franchise agreement.

Mr. Dorsey moved to approve the Special Election Proclamation and Notice as presented, seconded by Ms. Roane.

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

13. Discuss and take possible action to approve a Lease Agreement between the City of Bartlesville and Friends of Kiddie Park. Presented by Larry Curtis, Director of Community Development.

Mr. Curtis provided a brief history of the Kiddie Park. The proposed agreement is for 20 years, with each year costing \$1.00 payable in advance in yearly installments on the first day of each and every calendar year during the entire term of the lease.

Discussion ensued to confirm the lease term since the report and agreement had two different terms, confirmed at 20 years; how the term length was determined; and on additional land north of the Kiddie Park that will be used to expand the rides.

Ms. Roane moved to approve the Kiddie Park Lease Agreement with amendments, seconded by Vice Mayor Curd.

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

14. Discuss and take possible action on a Resolution for proposed changes to the City Council ward boundaries. Presented by Larry R. Curtis, Director of Community Development.

Mr. Curtis reported on the proposed changes to ward boundaries, explaining that this step is part of the process to make the changes official. The next and final step will be an ordinance which will be presented at the April 3, 2023 meeting. He provided a PowerPoint with the current ward map and the proposed boundary changes.

Discussion covered how the percentages were determined; how the boundaries would basically square up the City ward boundaries; how the proposed boundaries accommodate growth; and how the ward changes will not affect voting precincts. Mr. Bailey confirmed that he had spoken to Yvonne House at the Election Board, and she has agreed with the changes.

Vice Mayor Curd moved to approve the Resolution as presented, seconded by Ms. Roane.

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

Voting Nay: None
Motion: Passed

- 15. Discuss and take possible action on an application from Lance A. Windel of Arcadian Housing, LP, for approval of an Amendment to an Existing PUD and its restrictions and approval of a PUD Site Development Plan in a RS-7/PUD (Single-Family Residential-7/Planned Unit Development) Zoning District, on an approximately 30 acre +/- tract of land located north of Palmetto Drive, west of Virginia Avenue, legally described as Oak Wood Addition, Bartlesville, Washington County, Oklahoma according to the recorded plat there. Presented by Larry R. Curtis, Director of Community Development.**

Mr. Curtis, using a PowerPoint, explained the development behind the request for the amendment and approval of a PUD Site Develop Plan. He covered the ingress and egress; the rehabilitation of all of the roads in the development; that there will be a new park that will be maintained by an HOA; the storm water detention pond; that lots 9 and 10 are not included into the amended PUD and SDP; and how the developer will be responsible for all water and sewer lines to ensure the infrastructure is in place. Mr. Windel was present to answer questions.

Discussion covered curbing; how from the plat of 1982, with the proposed amendment, will reduce density from the original plat; a description and picture of type of homes that will be built; water lines and how they will be repaired; and how a development plan will need to be approved prior to build out that will include bonding capacity, repair of streets, and all infrastructure. Ms. Roane provided background information about the developer, Mr. Windel, whom she researched at the request of a concerned constituent, finding that his development record had been positive, and that he is a man of good character. Mr. Windel responded to questions clarifying that 10-20 homes will be built at a time; that the houses could be for rent or for sale, depending on the market; and that the houses would be three-to-four bedroom homes with garages. Mr. Bailey reported that Chuck McCauley, Bartlesville Public School Superintendent, has been made aware of the development and additional students in that area will be taken into consideration for future planning. Additional comments covered how Sunset Boulevard is currently being rehabilitated,

Vice Mayor Curd moved to adopt the Ordinance as presented, seconded by Ms. Roane.

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

- 16. Discuss and take action on an application from Mick Olson, on behalf of the Voice of the Martyrs, for Final Plat Approval of Voice of the Martyrs Addition, a 1-lot mixed use development on a 66.68-acre tract of land located on the west side of Bison Road, approximately one-quarter mile south of Nowata Road, legally described as a part of the Northeast Quarter of Section 22, Township 26 North, Range 13 East, Washington County, Oklahoma. Presented by Larry R. Curtis, Director of Community Development.**

Mr. Curtis, using a PowerPoint, reported that the applicant has requested approval of the final plat for a 1-lot, mixed-use, multi-purpose complex known as Voice of the Martyrs Addition. The 68.68-acre property is located on the west side of Bison Road one-quarter mile south of Nowata Road. It currently contains multi-family housing, a warehouse, a maintenance building, and an administration building. A south wing of the administration building is currently under

construction. The existing roads are all private, and utilities to serve the site are already in place. The surrounding land uses include Tri-County Tech, mini-storages and undeveloped land to the north. The city limits borders the property on the south and east, with undeveloped land beyond, adjacent to the west. Mr. Curtis continued stating that in 2003, the City Council approved the rezoning, planned unit development and site development plan for the 68.68-acre site, subject to the execution of a development agreement dated January 23, 2004 which set forth conditions related to permit issuance, Bison Road widening, Nowata Road right turn lane, traffic signal installation, water service, and other development requirements. In 2004, the Planning Commission approved the preliminary plat for the north 19.44 acres, and in 2006, the City Council approved the Final Plat for those 19.44 acres. However, the plat was never recorded with the Washington County within the 2-year time limit set forth in the City's subdivision regulation, and thus it expired. The VOM is now ready to move forward with the final plat of the full 68.68 acres and have submitted all the appropriate documents. The City Planning Commission approved the Preliminary Plat at its February 28, 2023 meeting and recommends approval of the Final Plat subject to the following conditions: 1) an amended Development Agreement shall be written which updates the existing Development Agreement dated January 23, 2003; and 2) corrections to the Final Plat to include a) a notation on the face of the plat regarding the required setbacks; b) a notation on the face of the plat stating that all streets and sidewalks are privately owned and maintained; c) an access easement drawn over the Bison Road sidewalk and also noted on the face of the plat; and d) a notation on the face of the plat stating that all storm water drainage is privately owned and maintained. Mr. Curtis confirmed to Mr. Roszel that this facility does sit inside Bartlesville city limits.

Vice Mayor Curd moved to approve the Final Plat with the City Planning Commission's conditions as presented, seconded by Mr. Dorsey.

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

Voting Nay: None

Motion: Passed

17. Discuss and take action on proposed amendments to the Sewer Use Pretreatment Standards Ordinance for Fats, Oils and Grease. Presented by Terry Lauritsen, Director, Water Utilities.

Mr. Lauritsen reported that one of the many challenges facing the wastewater collection and treatment system is managing fats, oils and grease (FOG). Grease, fats and some oils solidify when cooled and adhere to the wall of a pipe, which over time and accumulation, will plug lines causing backups or overflows within the system. Prior to the COVID pandemic, roughly 65% of non-rain related sewer overflows were due to FOG. All FOG presents challenges to the treatment plant, which does not process these items biologically and requires a manual removal through either skimming or vacuuming these items out of the wastewater. Through the Pretreatment Ordinance, the City has a FOG program that governs entities that either discharge 25,000 gallons or more of wastewater a day, or has a reasonable potential for adversely affecting the treatment plant's operation. However, the ordinance lacks specificity for food service establishments, which can be a significant contributor of FOG. In August of last year, Council approved a professional service contract with S2 Engineering to assist City staff in developing FOG provisions for food service providers within the Sewer Use Pretreatment Standards ordinance. The highlights of the proposed FOG provisions are: 1) All new food service facilities are required to install a grease interceptor or trap. 2) Existing food service facilities without a grease interceptor or trap are required to have a documented Best

Management Practice (BMP) to control and manage FOG discharge. The BMP must be kept on site and available for review during normal business hours - If a facility's BMPs are ineffective, staff may require the installation of an interceptor or trap to mitigate FOG deposits within the City's collection system or treatment plant; 3) Food service facilities with an interceptor or trap need to retain waste manifests detailing maintenance, and FOG removal. The manifests must be kept on site and made available for review during normal business hours.

In late January 2023, staff mailed a letter to all the food service providers (64) within the City Limits. The letter provided notification and a link to the proposed amendments and invited them to either contact City staff to provide comments or attend a February 23 Sanitary Sewer Improvement Oversight Committee (SSIOC) meeting where the item was discussed. City staff received two inquiries during the comment period and one food service establishment sent a representative to the SSIOC meeting. No objections were received during the comment period or during the SSIOC meeting. At its February 23 meeting, the SSIOC unanimously recommended City Council approve the proposed amendments to the Sewer Use Pretreatment Standards Ordinance.

Discussion covered Best Management Practices; a flyer provided by Vice Mayor Curd that restaurants use as a reference, which can be used as a Best Management Practice tool; that the flyer will be included with a letter to businesses regarding the amendments to the Ordinance; how acoustical detection is used to determine how clean a line is, which will register if cleaning needed; how a camera is used if there is a majority of fat or grease being pulled from the line; how keeping the lines clean benefit the City and the business; how there are approximately 64 restaurants, convenience stores, and schools that need to be monitored; how every new food business since 2013 is required to have the interceptor installed, but those built before 2013 may not have an interceptor; how if improvements of a business is over 51%, the new amendments to the Ordinance will be required; the expense of interceptors; how the staff will educate business owners who do not have an interceptor on ways to manage FOG before requiring the interceptor, if possible; and that there are no City programs to assist businesses financially for the purchase of interceptors.

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

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

Voting Nay: None

Motion: Passed

18. Presentation and discussion on proposed amendments to Chapter 20, Division 7 of the Bartlesville Municipal Code pertaining to Water Shortage. Presented by Terry Lauritsen, Director of Water Utilities.

Mr. Lauritsen, using a PowerPoint, reported that the City's water supply is all surface water from Hulah Lake, Copan Lake, Hudson Lake and the Caney River, serving about 55,000 users with an average daily use of 5.5 million gallons a day. The water supply has been impacted by the prolonged drought experienced by the region, and the watershed feeding Hulah Lake, which is the City's largest water storage component, is experiencing extreme and exceptional drought conditions as classified by the National Oceanic and Atmospheric Administration.

Currently the overall water supply is at 65%.The City has in place a Water Shortage Ordinance (Ordinance 3398) that authorizes Council to restrict or prohibit water use, and establishes regulatory framework for exemptions, penalties and emergency water rates. The Ordinance requires a separate resolution to implement the Drought Contingency Plan (developed in 2002), which was approved in 2012 (Resolution 3294) and is still in effect. A resolution implementing the Emergency Water Rates has not been enacted. The Drought Contingency Plan establishes drought stages and subsequent actions based on the remaining water supply.

To-date Hulah is at 47%, Hudson is at 80%, Copan is at 66% and the Caney River is at 100%. The Caney River pump station is still under renovations and has been inactive awaiting parts. Mr. Lauritsen was notified by the supplier that the motor controls will be shipped March 16, and will then be installed asap. Due to the River supply being shutdown awaiting parts, water has been drawn down from Hulah and Hudson to compensate. Currently, Bartlesville is in Stage 2 of the current Ordinance, which stipulates the following actions (current status is *italicized*):

- Public education (*implemented and on-going*);
- Suspend non-essential operational uses of water by City crews (*implemented*);
- Alter watering of parks and golf course (*implemented*)
- Adopt a reduced schedule for outside water uses (*not yet implemented due to the time of year and limited outdoor use*);
- Notify wholesale customers (*implemented*);
- Invoke penalty phase of ordinance 3398 (*not yet implemented, the emergency rate structure in the ordinance needs amended since it is less than current water rates*)

In December, staff provided an update to Council on the water supply status. In that presentation, staff noted that future Council actions will be necessary to clean up language within the ordinance and the emergency water rates. After reviewing the language within the ordinance and Drought Contingency Plan, staff is proposing to amend the Water Shortage Ordinance with updated emergency volumetric rates as well as to pull in provisions contained within the Drought Contingency plan to create one document for the City's strategy in managing droughts and water shortages. Therefore, Mr. Lauritsen reviewed the proposed ordinance and reviewed each provision (PowerPoint attached to these minutes for reference).

Discussion covered the rate increases that, in the past, motivated users to conserve; how the rate structure should be re-evaluated in order to minimize hardship on customers, particularly low income families; how the increased rate would not affect users who use only the minimum amount (2000 gallons); how communication of water shortage issues need to be increased so that every customer is aware of the situation; and how using the schools and churches to spread the message of conservation has been successful in other towns. Mr. Lauritsen and Mr. Bailey thanked the City Council for their input, and assured them that will take their comments into account when preparing the final ordinance for approval at the April meeting.

19. Discuss and take possible action to approve the detailed goals as part of the Bartlesville NEXT strategic plan. Presented by Mike Bailey, City Manager.

Mr. Bailey reported that the Strategic Plan began by building on the values of the City organization that are Integrity, Community, Service, Teamwork, Communications and being Innovative. Staff believes these values are also reflective of Bartlesville's citizens and community as a whole. He reported on the Vision established, "A Leading Community by Choice"; Mission of "Through collaboration, we strive to provide exceptional public services and enhance the distinctive character of our community", and Strategic Priorities broken into these categories, "Financial Strength and Operational Excellence, Economic Vitality, Effective Infrastructure Network, Community Character, and Emerging Issues." This phase of the Strategic Plan has been approved, and now staff would like approval of the action items that will carry these Strategic Priorities forward. He reviewed each of the detailed goals as follows:

1. Financial strength and operational excellence

A. Improve Workplace Culture and Morale

- i. Investigate programs to recruit non-traditional employees and within schools. (HR to lead)- 6 months
- ii. Within six months of adoption of Strategic plan, investigate potential vacation buyback program. (HR to lead) - 6 months
- iii. Implement a job swap program for employees. (HR to lead)- 6 months
- iv. Hold employee appreciation luncheons twice yearly. (HR to lead) - Beginning in Fiscal Year 23-24.
- v. Investigate ways to implement a flex-hours or work from home program for applicable employees. (HR to lead) - 12 months

B. Modernizing our Workplace

- i. Develop a committee to research best practices and accreditation programs (Administration to lead) – 7 months from adoption of plan.
- ii. Develop and implement a performance and reward-based evaluation process for general employees by July 1, 2023 with intent to negotiate this process for uniformed groups in the future. (HR to lead) – July 1, 2023.
- iii. Re-evaluate 311 and Enterprise Asset Management (E.A.M.) to determine how we can integrate these systems into our operating departments. (IT to lead) – 1 year from adoption of plan.
- iv. Revise and update our website using newest technologies and integrations to improve citizen satisfaction and e-gov capabilities. (Communications to lead) - 18 months from adoption of plan

C. Develop Communication and Feedback Systems

- i. Create and publish annual digital report on overall City and departmental achievements, progress, and goals. Summary of report to be circulated in utility bill. (Administration to lead) - 1 year from adoption of plan
- ii.. Create and distribute an annual survey to obtain citizen feedback and requests for all City departments. Individual departments may also be surveyed individually as part of a larger survey plan. (Administration to lead) - 1 year from adoption of plan
- iii. Create and distribute survey for employees to rate their department and the City as an overall employer by July 1, 2023. (HR to lead) - July 1, 2023
- iv. Develop feedback cards for golf course, library and other City services as appropriate. (Administration to lead) - 6 months
- v. Continue to enhance, improve, and promote City Beat and grow subscription base by 10%. (Communications to lead) - 1 year

D. Adopt Governance Best Practices

- i. Develop and adopt formal policies pertaining to:
 - a. Formal debt policy based on GFOA authoritative guidance. (A&F to lead) - 6 months
 - b. Formal policy requiring that utility rate studies be conducted at least every 5 years and requiring Council to utilize periodic rate studies to adopt multiyear rate plans. (A&F to lead)- 6 months
 - c. Formal capital planning policy requiring that a 5-year Capital Improvement Plan (CIP) be prepared by Staff and adopted by the City Council concurrently with the budget every year. (A&F to lead) - 6 months
- ii. Future budgets should include 5-year projections of revenue and expenditures for major operating funds to assist the Council and Staff in better planning for the future. (A&F to lead) -Fiscal year 2025 budget
- iii. City Council will adopt a City Council Handbook that will help to guide current and future City Councils. City Manager will work with Mayor to schedule a Council workshop to discuss this item within one year of adoption of Strategic Plan. (Administration to lead)-1 year

2. Effective Infrastructure Network

A. Develop Asset Management Program for infrastructure.

- i. The intent of the asset management program is to compile age, material, condition, and service life of the City's infrastructure (facilities, airport, streets, storm drain, wastewater, water, signals, signs, etc.) into ESRI's GIS software to aide in planning improvement priority and capital needs. (Engineering to lead)

- a. Staff will determine what items need to be tracked, what data exists, and what data needs to be collected. - 6 months
- b. Select consultant to collect and populate data into ESRI.
 - Facilities, streets, storm drains, wastewater and water – 1 year from completion of first step
 - Signs and signals – 2 years from completion of first steps

B. Improve road conditions as captured by Pavement Condition Index {PCI}.

- i. Improve road conditions as captured by Pavement Condition Index (PCI). (Engineering to lead)
 - a. Complete PCI update currently under contract - 6 months.
 - b. Once complete, develop several PCI score scenarios (maintain existing, desired PCI in 5 years and desired PCI in 10 years) with capital investment requirements - 6 months.

3. Economic Vitality

A. Reevaluate our development regulatory policies to ensure all rules, regulations, and processes align with best practices and reflect the character of our community.

- i. Update the city's comprehensive plan and other long-range plans utilizing accepted best practices (i.e. transportation, storm drainage, utilities, etc.). {Community Development to lead}
 - a. Staff will develop an RFP to select a consultant. -May 31, 2023
 - b. Present recommendations to the Council - May 31, 2024
- ii. Update zoning, subdivision, and other ordinances and codes which regulate private development and land use following the updated comprehensive land use plan. (Community Development to lead) -1 year after completion of previous step

B. Collaborate with economic development partners and experts to optimize development.

- i. Identify economic development partners and assign City employee to act as economic development liaison. Liaison shall act as conduit between economic development partners, developer, and City departments. (Administration will lead) - June 30, 2023
- ii. Convene a meeting with all economic development partners to determine how best to support their efforts and to define the expectations for all parties (Liaison identified in step 1 to lead) -November 31, 2023
- iii. Ongoing coordination between liaison and economic development partners

C. Develop and implement strategies to retain and attract young professionals and families to Bartlesville.

- i. Identify community partners who employ and recruit young professionals. (Administration to lead)-August 31, 2023

- ii. Engage with community partners to learn how the City can attract young professionals and families (Administration to lead) -December 31,2023
- iii. Examine ways to make the community more enticing for businesses and restaurants that attract young professionals and families (Administration to lead)- by December 31, 2023
- iv. Work closely with BDA and Visit Bartlesville to promote their efforts and accomplishments (Administration to lead)- December 31, 2023

4. Community Character

- A. Explore opportunities to embrace the unique cultures of our community.
 - i. Coordinate a multi-cultural group to highlight the diverse cultures in our community. (Library is lead)- 9 months
 - a. Use this group to support/identify cultural needs that are unmet.
 - b. Partner/support this group for an annual event.
 - ii. Allocate city resources for support group (such as facilities, properties, venues, etc.) - (Library is lead) - 1 year
- B. Develop and maintain healthy lifestyle options as a segment of our parks, recreation and transportation systems.
 - i. As part of the update to the City's comprehensive and other plans identified in Economic Vitality, update the Parks Masterplan to ensure that lifestyle options and parks and recreation systems are meeting the needs of the public.
 - ii. Create a Trails/Multi-modal plan that incorporates existing assets and plans such as bicycle plan.
 - a. Review, evaluate, and update the Bicycle Plan - (Street and Traffic Committee/ Community Development is lead) - 1 year
- C. Ensure and maintain clean, bright, vibrant community spaces.
 - i. Address vandalism and criminal activities in our community spaces, including destruction or defacement of public restrooms, violations of park curfews, etc. (Public Works/PD is the lead)
 - a. Improve security measures at public restrooms using automatic locks combined with motion and smoke detectors - 1 year
 - Police to respond to all calls of public restrooms generated by new systems
 - Offenders, especially repeat offenders, will be prosecuted for vandalism, arson, trespassing, etc.
 - ii. Coordinate citizen volunteer efforts to supplement our maintenance efforts and to improve the appearance of our City. These could include periodic clean up days, adopt a mile programs, adopt a path programs, etc. {Community Development/Public Works is the lead)
 - a. Staff to list and prioritize possible programs.

- b. Adopt formal policy for selected program(s). - 8 months
 - c. Advertise, promote, operate, and publicly report on the success of this program.
- iii. Establish Neighborhood Watch and Sentinel Program (PD is lead)- 6 months
 - iv. Finalize implementation of and launch Software 311 and City App (Community Development is lead) - 1 year
 - v. Create a list of minimum maintenance intervals for our parks and rights-of-way. (Public Works is lead)- 2 months

5. Emerging Issues

- A. Partner with community groups to discuss, evaluate and report on existing needs and potential solution that address:
 - i. Child Care: (Administration to lead)-12 months
 - a. Collaborate with local groups to help find solutions to the local child care shortage.
 - b. Help advocate for reform of child care regulations that act as barriers to new facilities.
 - ii. Housing: (Community Development to lead) -12 months
 - a. Evaluate local housing supply and demand to determine gaps in local housing stock by price level.
 - iii. Homelessness: (Police to lead)-12 months
 - a. Collaborate with local groups seeking to reduce homelessness including "United Way" and "B the Light".
 - b. Review existing laws and enforcement policies and retrain police officers to better handle crimes committed by the homeless.
 - c. Utilize the mental health team data from PD to understand homeless more, how many homeless are in Bartlesville and how they got here.

Mr. Bailey concluded that if the goals presented are approved, implementation will begin immediately with a progress report provided to the City Council on a regular basis.

Discussion covered appreciation for the work done to-date on the Strategic Plan and goals; how the Plan is ambitious and additional time was suggested to accomplish the goals; how staff feels that the timelines to accomplish the goals are reasonable; how the City's IT department has been preparing with upgrades of hardware and software to accomplish the technology driven aspects of the Plan; and how amendments to the Plan can be addressed as needed.

Vice Mayor Curd moved to approve the Bartlesville NEXT detailed goals as presented, seconded by Mr. Dorsey.

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

Voting Nay: None

Motion: Passed

20. New Business

No new business.

21. City Manager and Staff Reports.

There were no City Manager or Staff Reports.

22. City Council Comments and Inquiries.

Vice Mayor Curd thanked Ms. Roane for her research into Mr. Windel, the developer of Oakwood Addition, which allowed the Council to make an educated decision on approving his application and also to put her constituents in the area at ease.

Mayor Copeland encouraged everyone to vote tomorrow. He commended the Washington County Election Board for the efficient and professional manner on how they conduct elections.

Mr. Roszel stated his appreciation to everyone accommodating time to answer all of his questions.

23. There being no further business to address, Mayor Copeland adjourned the meeting at 9:07 p.m.

Dale W. Copeland, Mayor

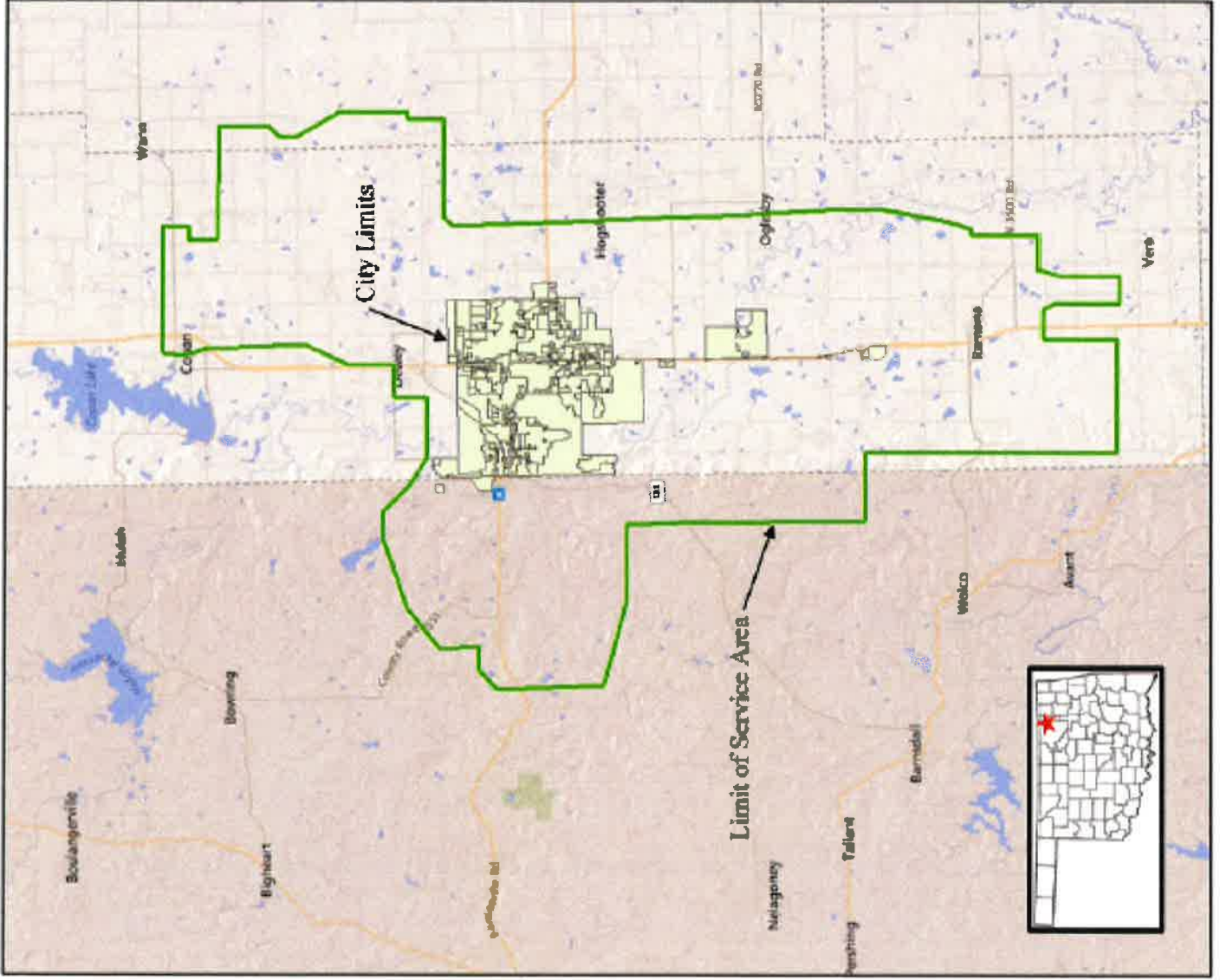
Jason Muninger, CFO/City Clerk



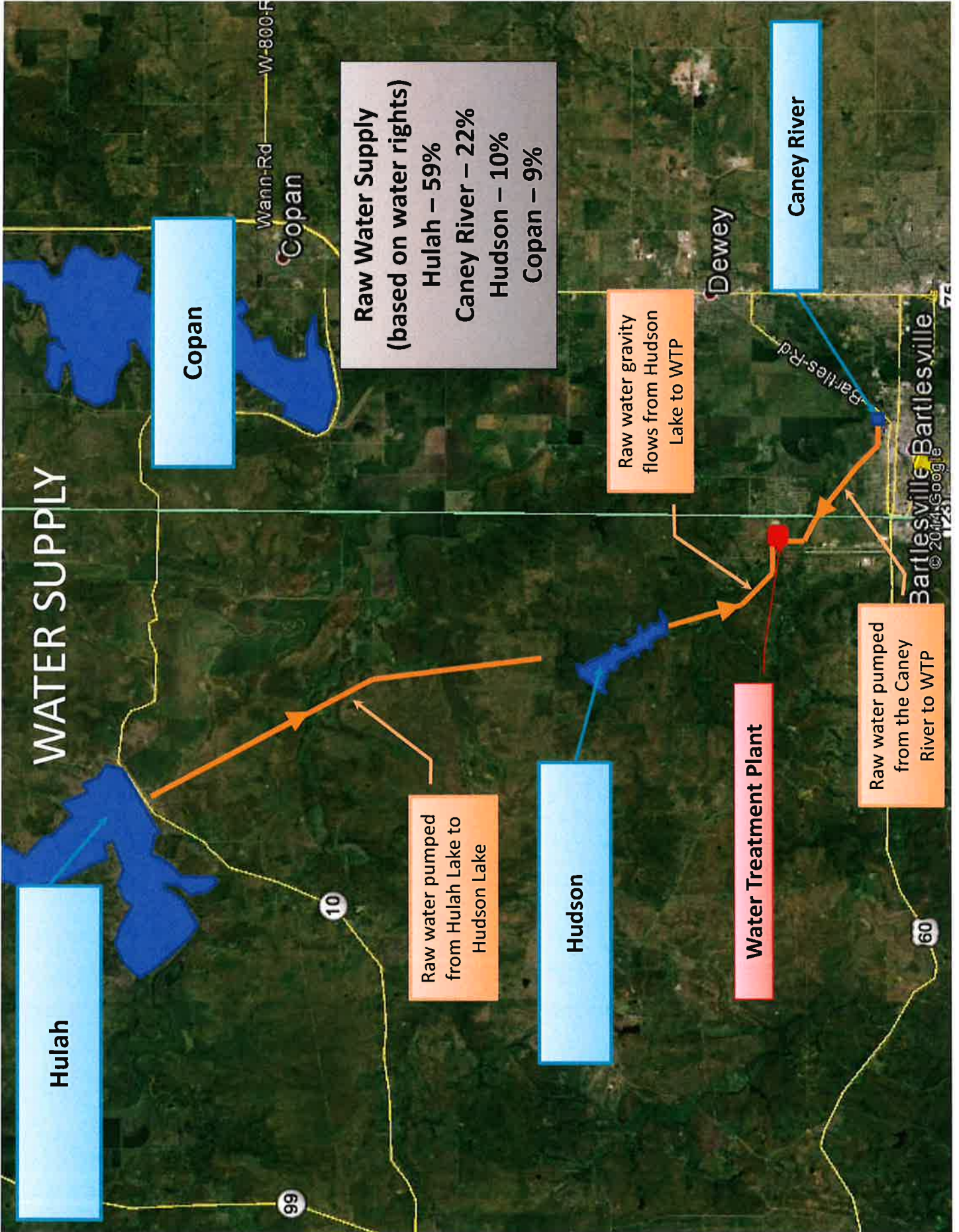
WATER SHORTAGE DRAFT AMENDMENTS

BARTLESVILLE SERVICE AREA

Bville Population – 37,000
Serve 3 surrounding municipalities and 5 rural water districts
Land area – 573 sq mi
Total Population – 55,000
Avg Daily Use – 5.5 MGD
Max Day – 14 MGD



WATER SUPPLY



WATER SHORTAGES

- ▣ DROUGHT CONTINGENCY PLAN (2002)
 - ▣ ESTABLISHES DROUGHT STAGES AND ACTIONS

- ▣ ORDINANCE 3398 (2012) – WATER SHORTAGES
 - ▣ COUNCIL AUTHORIZED TO RESTRICT OR PROHIBIT WATER USE, ESTABLISHES REGULATORY FRAMEWORK FOR EXEMPTIONS, PENALTIES AND EMERGENCY WATER RATES.
 - ▣ ENACTED BY A RESOLUTION, AND MUST BE REPEALED BY A RESOLUTION.

- ▣ RESOLUTION 3294 (2012)
 - ▣ COUNCIL ENACTED THE DROUGHT CONTINGENCY PLAN.

WATER SUPPLY – CURRENT

Hulah
46% water remaining

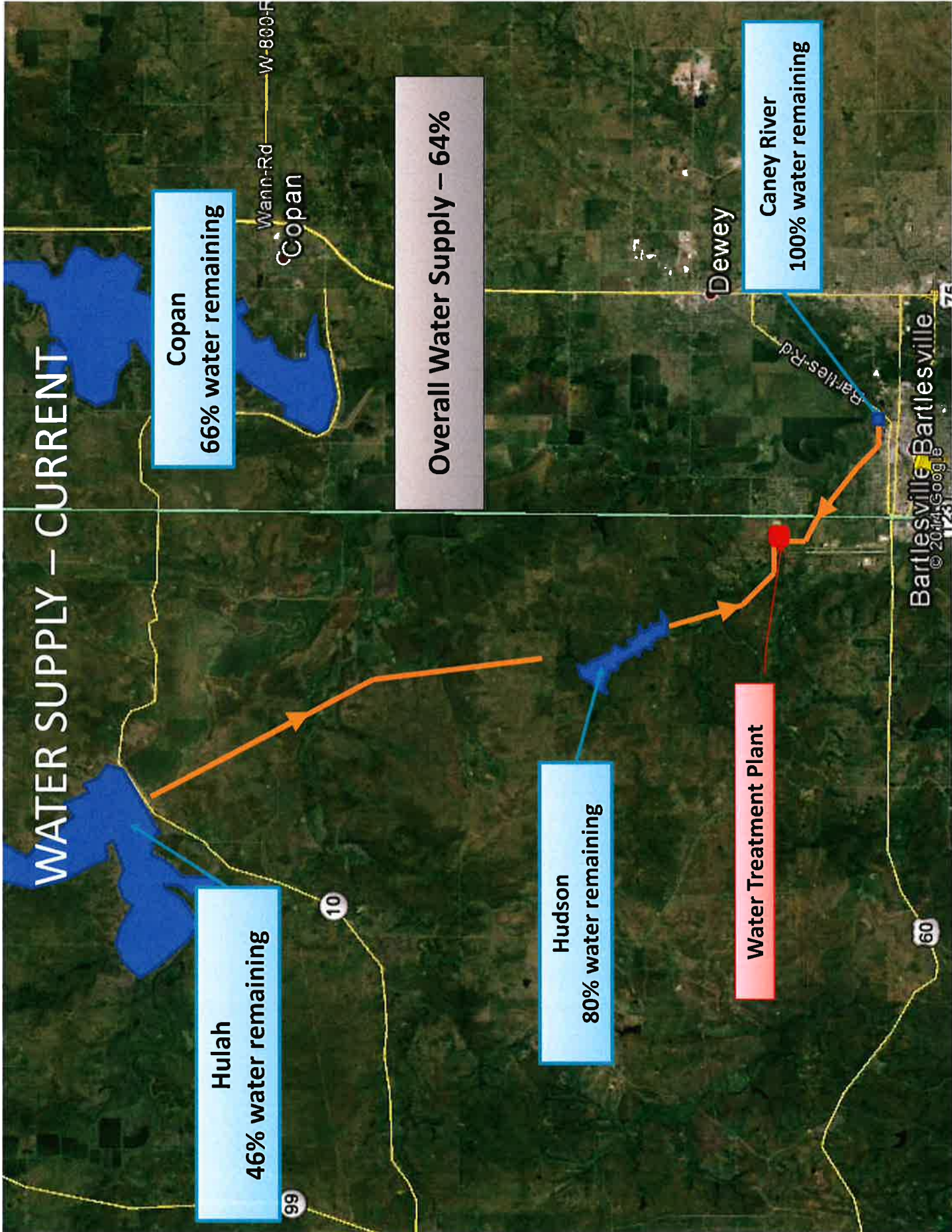
Copan
66% water remaining

Hudson
80% water remaining

Water Treatment Plant

Overall Water Supply – 64%

Caney River
100% water remaining



WATER SHORTAGES

- DROUGHT CONTINGENCY PLAN (2002)
 - STAGE 2 (60% - 70%)
 - PUBLIC EDUCATION (*implemented and on-going*)
 - SUSPEND NON-ESSENTIAL OPERATIONAL USES OF WATER BY CITY CREWS (*implemented*)
 - ALTER WATERING OF PARKS AND GOLF COURSE (*implemented*)
 - ADOPT A REDUCED SCHEDULE FOR OUTSIDE WATER USES (*not yet implemented due to time of year and limited outdoor use*)
 - NOTIFY WHOLESAL CUSTOMERS (*implemented*)
 - INVOKE PENALTY PHASE OF ORDINANCE 3398 (*not yet implemented, the emergency rates are less than current water rates*)

WATER SHORTAGES

□ CREATE ONE DOCUMENT FOR MANAGING DROUGHTS AND WATER SHORTAGES

- WATER SUPPLY AT 80% OR ABOVE – NO ACTION
- STAGE 1 (79% - 70%)
 - PUBLIC EDUCATION AND CALL FOR CONSERVATION
- STAGE 2 (69% - 60%)
 - LIMIT WATERING CITY FACILITIES, CLOSE SPLASH PAD, POSSIBLE REDUCE OPERATING SCHEDULE FOR CITY POOLS;
 - NON-ESSENTIAL OPERATIONAL WATER USE BY CITY CREWS SUSPENDED;
 - OUTDOOR WATER USE RESTRICTED TO TWO DAYS PER WEEK;

WATER SHORTAGES

- STAGE 2 (69% - 60%) continued
 - PENALTY FOR VIOLATING RESTRICTIONS IN STAGE 2:

First Offense - written warning
Second Offense - \$50
Third Offense - \$100
Fourth Offense - \$200
Fifth or more Offense - \$500

- WHOLESALERS CUSTOMERS ADOPT SIMILAR CONSERVATION MEASURES;

WATER SHORTAGES

- STAGE 2 (69% - 60%) continued
 - EMERGENCY WATER RATES (IMPLEMENTED BY SEPARATE RESOLUTION):

Stage Two Emergency Water Rate Adjustment

Usage (gallons)	Adjustment on volumetric rates
0—2,000	100% of current rates
2,001—10,000	100% of current rates
10,001—25,000	120% of current rates
25,001—50,000	140% of current rates
>50,000	150% of current rates
For accounts with meters three (3) inches or larger, or industrial, or wholesale customers who have a separate contract for the purchase of water the adjustment shall be 100% of current rates.	

WATER SHORTAGES

- STAGE 3 (59% - 50%)
 - CONTINUE ACTIONS FROM STAGE 2;
 - OUTDOOR WATER USE RESTRICTED TO ONE DAY PER WEEK;
 - PENALTY FOR VIOLATING RESTRICTIONS IN STAGE 3:

First Offense - \$50
Second Offense - \$100
Third Offense - \$200
Fourth Offense - \$400
Fifth or more Offense - \$500

- WATER PRESSURE REDUCED TO MINIMUM LEVELS ALLOWED BY STATE AND FEDERAL REGULATIONS

WATER SHORTAGES

- STAGE 3 (59% - 50%) continued
 - EMERGENCY WATER RATES (IMPLEMENTED BY SEPARATE RESOLUTION):

Stage Three Emergency Water Rate Adjustment

Usage (gallons)	Adjustment on volumetric rates
0—2,000	100% of current rates
2,001—10,000	110% of current rates
10,001—25,000	150% of current rates
25,001—50,000	170% of current rates
>50,000	200% of current rates
For accounts with meters three (3) inches or larger, or industrial, or wholesale customers who have a separate contract for the purchase of water the adjustment shall be 120% of current rates.	

WATER SHORTAGES

- STAGE 4 (BELOW 50%)
 - CONTINUE ACTIONS FROM STAGE 3;
 - TOTAL BAN ON OUTDOOR WATER USE;
 - PENALTY FOR VIOLATING RESTRICTIONS IN STAGE 4:

First Offense - \$100
Second Offense - \$200
Third Offense - \$400
Fourth Offense - \$500
Fifth or more Offense - \$500

WATER SHORTAGES

- STAGE 4 (BELOW 50%) continued
 - EMERGENCY WATER RATES (IMPLEMENTED BY SEPARATE RESOLUTION):

Stage Four Emergency Water Rate Adjustment

Usage (gallons)	Adjustment on volumetric rates
0—2,000	100% of current rates
2,001—10,000	130% of current rates
10,001—25,000	170% of current rates
25,001—50,000	200% of current rates
>50,000	250% of current rates

For accounts with meters smaller than three (3) inches.

For accounts with meters three (3) inches or larger, or industrial, or wholesale customers who have a separate contract for the purchase of water the adjustment shall be 140% of current rates.

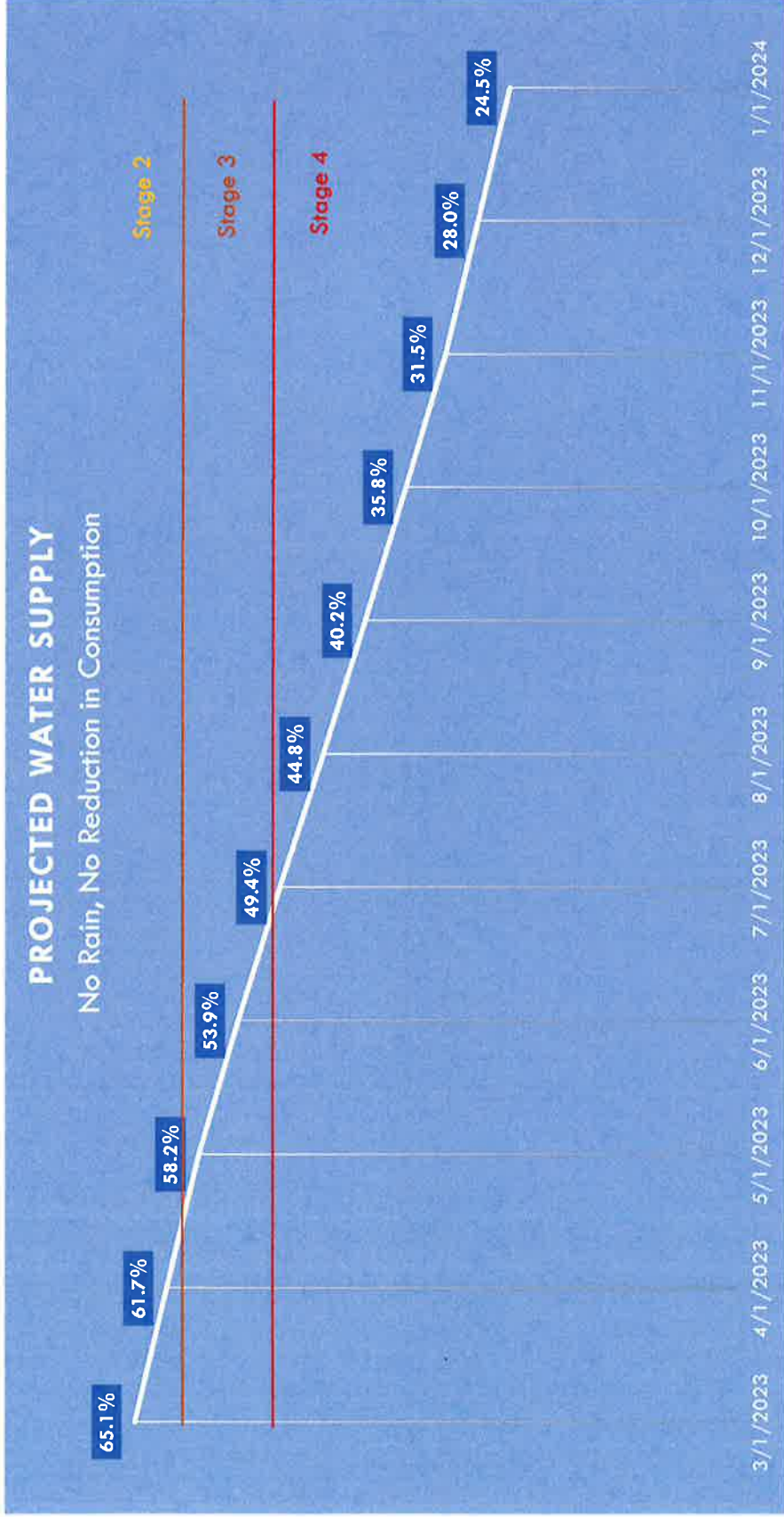
WATER SHORTAGES

- EACH STAGE WILL REMAIN IN EFFECT UNTIL THE WATER SUPPLY REACHES A LEVEL OUTSIDE OF THE RANGE INDICATED FOR THE STAGE AND THERE IS AN EXPECTATION THAT THE WATER SUPPLY WILL REMAIN ABOVE SAID THRESHOLD FOR A REASONABLE PERIOD OF TIME.
- ANY PERSON AGGRIEVED BY RESOLUTION, MAY APPEAL TO CITY MANAGER, WHO MAY EXEMPT SAID AGGRIEVED PERSON, WHOLLY OR IN PART, UPON SHOWING THAT COMPLIANCE CREATES A **IMMEDIATE THREAT TO PERSON'S HEALTH OR SAFETY**. MAY BE APPEALED TO COUNCIL.

WATER SHORTAGES

- ANY EXCESS REVENUE RECEIVED DUE TO EMERGENCY RATES SHALL BE RESERVED IN A FUND DESIGNATED FOR CAPITAL IMPROVEMENTS TO THE WATER DISTRIBUTION, TREATMENT OR WATER SUPPLY SYSTEM.

Water Supply Projection



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to appoint Kelsie Scott to a three-year term on the White Rose Cemetery Board.

Attachments:

Application for White Rose Cemetery Board from Kelsie Scott

II. STAFF COMMENTS AND ANALYSIS

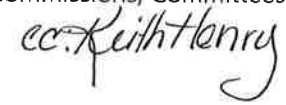
Ms. Scott has worked with the local election board. She is currently studying Business Administration with a focus of Human Resource Management. She has a vested interest in the White Rose Cemetery Board and anxious to become a member.

III. RECOMMENDED ACTION

Staff and Mayor Copeland recommends the appointment of Kelsie Scott to the White Rose Cemetery Board at the next available City Council meeting.

Elaine Banes

From: ian@bitbrilliant.com
Sent: Wednesday, March 15, 2023 2:44 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:

- White Rose Cemetery Board

Name

Kelsie M. Scott

Address

1411 W Hensley Blvd
Bartlesville, Oklahoma 74003
[Map It](#)

Home Phone

(918) 336-9029

Work Phone

(918) 841-7459

Cell Phone

(918) 324-6107

Email

Ks9992573@gmail.com

Ward Number

4

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

I am currently studying Business Administration with a focus of Human Resources Management. My graduation date is expected to be towards the end of this fall.

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

I have worked with the local election board during the early absentee voting and election day period for the Presidential election.

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

The proper maintainance, security, and preservation of our loved ones whom have been laid to rest.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to appoint George Halkiades to a new three-year term on the Bartlesville Redevelopment Trust Authority. The position was vacated by David Nickel who termed.

Attachments: Application.


II. STAFF COMMENTS AND ANALYSIS



George Halkiades brings a wide range of experience to the BRTA as a professional and community volunteer. He has served on a variety of boards and commissions in the community including but not limited to the committee that revised the City Charter, United Way, and Library Trust Authority. His application is included for your review.

III. RECOMMENDED ACTION

BRTA Board of Trustees, Staff, and Councilman Loren Roszel recommend the appointment of George Halkiades for a new three-year term at the next available City Council meeting.

Elaine Banes

From: ian@bitbrilliant.com
Sent: Tuesday, December 20, 2022 10:07 PM 
To: Elaine Banes
Subject: New submission from Application for City Boards, Commissions, Committees & Trust Authorities

cc: 


CAUTION: External Source. THINK BEFORE YOU CLICK!

Please check the ones you wish to serve on:

- Bartlesville Redevelopment Trust Authority

Name

George Halkiades

Address

1211 Guinn Lane
Bartlesville, OK 74006
[Map It](#)

Home Phone

(918) 333-2428

Cell Phone

(918) 914-9204

Email

geohalk@gmail.com

Ward Number

1

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

Resident of Bartlesville since 1963. Previous work with City on committee that revised the City Charter. Active member of Bartlesville Regional United Way. Retired from employment with Siemens. Former member of Library Board. Active with Friends of the Library.

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

Charter Review Committee - 6 months. United Way - over 10 years. Bartlesville Rotary Club 20 years. Big Brothers Big Sisters local board 6 years. Library Board 4 years. Red Cross board - 6 years.

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

Continue to make Bartlesville downtown a growing and vibrant entity. Make it a place to go.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

City Council consideration and reappointment of Kathryn Hadden to the History Museum Trust Authority.

II. STAFF COMMENTS AND ANALYSIS

I would like to recommend Kathryn Hadden for reappointment. She was first appointed in June 2022 to complete an unexpired term of a former member. This will be her first term. Ms. Hadden has a great love and respect for Bartlesville's history. She participates in all meetings and was recently elected as Vice-Chair.

III. BUDGET IMPACT

There is no budget impact with this request.

III. RECOMMENDED ACTION

Staff recommends the reappointment of Kathryn Hadden to the History Museum Trust Authority.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

City Council consideration and reappointment of Rhonda Hudson, Kim Miller, Dylan Smith, Shala LaTorraca and Eric Gray to the Bartlesville Library Board.

II. STAFF COMMENTS AND ANALYSIS

I fully support the reappointment of these members. Each member has contributed to the success of the Library Board. They are dedicated to the Library and the programs and services we provide.

Rhonda Hudson-currently serves as Chair. This will be her 3rd term.

Kim Miller-2nd term

Dylan Smith-2nd term

Shala LaTorraca-2nd term

Eric Gray-2nd term

III. BUDGET IMPACT

There is no budget impact on this request.

III. RECOMMENDED ACTION

Staff recommends the reappointment of Rhonda Hudson, Kim Miller, Dylan Smith, Shala LaTorraca and Eric Gray to the Bartlesville Library Board.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approval of a professional service contract with Allgeier, Martin and Associates for the 8th Street Storm Sewer design.

Attachments:

Allgeier, Martin and Associates Design Contract

II. STAFF COMMENTS AND ANALYSIS

One of the discretionary projects included in the voter approved 2018 General Obligation (GO) Bond was to replace an underground storm sewer system on 8th Street between Shawnee and Choctaw. The existing system consists of a combination of 24” and 36” vitrified clay storm sewer pipe. This section of pipe has been a maintenance issue for our Street Department and was requested for funding as part of the 2018 GO Bond. Since the storm sewer runs along the middle of 8th Street, the project will also include a substantial amount of pavement replacement. The funding for this project was included in the 2019B Issuance of the 2018 GO Bond.

Staff reached out to Allgeier, Martin and Associates (AMCE) for a proposal for design services. The City of Bartlesville has contracted with AMCE before on storm sewer design services and has had a good experience with their work. AMCE has proposed a fee of \$44,400.00 for the design which is within the \$300,000 budgeted for design and construction of the project

III. BUDGET IMPACT

The original budget for this project was \$225,000. The priority project planned in this funding source for the Camelot Storm Sewer rehabilitation came in under budget when it was completed. A portion of the savings from that project was added to the budget for the 8th Street Storm Sewer project to provide additional funding for design services since it was originally planned to design this project with city staff. The budget approved as part of the FY 22-23 capital budget was \$300,000. The proposal by AMCE is within the planned budget for design and construction services.

IV. RECOMMENDED ACTION

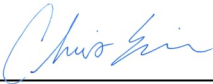
Staff recommends approval of the professional services contract with Allgeier, Martin and Associates for design of the 8th Street Storm Sewer project.

ENGINEERING SERVICES WORK AUTHORIZATION AGREEMENT

Allgeier, Martin and Associates, Inc., (hereinafter called the Engineer) is pleased to provide the engineering services described herein. This Agreement provides authorization to proceed with the work and confirms the terms and conditions under which the services are provided. General Conditions are attached hereto, incorporated herein and made part of this Agreement.

Compensation will be based on the attached rate schedule and as outlined in the attached Estimate of Costs. If it is necessary to modify the scope of the project during the execution of the work, we will promptly seek a mutually agreeable revision of the scope of work and the associated fees.

Estimated Fee: \$ 44,400

By:  Date: February 13, 2023
Chris Erisman, P.E., First Vice President

ALLGEIER, MARTIN and ASSOCIATES, INC. JOPLIN, MISSOURI

PROJECT NAME: 8th Street Stormwater Improvements

PROJECT LOCATION: Bartlesville, OK

FOR PAYMENT OF CHARGES: Invoice to the Account of: (hereinafter called the Client)

CLIENT: City of Bartlesville, OK
ATTN: Mr. Micah Siemers, P.E.
STREET ADDRESS: 401 S. Johnstone Ave.
CITY: Bartlesville **STATE:** OK **ZIP CODE:** 74003

WORK AUTHORIZED BY:
_____ Date
_____ Name and Title
_____ Signature

SCOPE OF WORK:

- Exhibit A – Labor Worksheet and Scope of Services
- Exhibit B – Manpower Projection
- Exhibit C – Rate Schedule
- Exhibit D – Project Boundary

GENERAL CONDITIONS

AGREEMENT. These General Conditions are a part of the agreement (“Agreement”) between Allgeier, Martin & Associates, Inc. (“Engineer”) and Client, as set forth in the Letter of Agreement/Proposal for the project in question (“Project”).

PAYMENT. Payment is due within ten (10) days of receipt of Engineer’s invoice. If payment is not received within thirty (30) days from the invoice date, Client agrees to pay late fees of 1.5% per month and reasonable attorney’s fees and costs of collection. In the event Client terminates this Agreement for convenience, Client will fully compensate Engineer for all costs incurred up to the termination date plus a 10% termination charge.

INSURANCE. Engineer will maintain Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law, professional liability insurance with coverage of \$5,000,000 per claim and general aggregate, Comprehensive General Liability Insurance with coverage of \$1,000,000 per occurrence and general aggregate, and Automobile Liability Insurance with coverage of \$1,000,000 per accident. Upon request, Engineer will provide certificates of insurance evidencing such coverage.

MUTUAL WAIVER OF SUBROGATION. To the extent that any damages are covered by property insurance during or after the completion of Engineer’s services, Client and Engineer waive all rights, including rights of subrogation, against each other and all contractors, consultants, and employees of the other, except for rights they may have to the proceeds of that insurance. Client and Engineer shall require the same waiver by their respective contractors, subcontractors, and consultants.

STANDARD OF CARE. Engineer will use that degree of care and skill ordinarily exercised by members of its profession under the same or similar circumstances. No other warranty, expressed or implied, is made or intended by Engineer.

LIMITATION OF LIABILITY. IN RECOGNITION OF THE RELATIVE RISKS, REWARDS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND ENGINEER, TO THE FULLEST EXTENT PERMITTED BY LAW AND FOR ADEQUATE CONSIDERATION, THE TOTAL LIABILITY OF ENGINEER AND ITS AGENTS, EMPLOYEES, AND CONSULTANTS, TO CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, DAMAGES, FROM ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), GROSS NEGLIGENCE, STRICT LIABILITY OR OTHER CAUSE OF ACTION, IN ANY WAY PERTAINING TO OR ARISING OUT OF THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT, SHALL NOT EXCEED THE TOTAL FEES PAID TO ENGINEER BY CLIENT.

RIGHT-OF-WAY. Unless otherwise agreed, Client will furnish right-of-entry on the property for Engineer to make the necessary surveys, test, and/or explorations. Engineer will take reasonable precautions to minimize damage to the property caused by its operations, but Engineer has not included in its fee the cost of restoration of damage, that may result.

OWNERSHIP OF DOCUMENTS. All documents, including, but not limited to drawings, specifications, reports, field notes, calculations and estimates (“Instruments of Service”) prepared by the Engineer shall be the sole property of the Engineer. Engineer grants to Client a nonexclusive license to use the Instruments of Service solely for the purpose of constructing the Project, provided that Client substantially performs its obligations under this Agreement, including prompt payment of all sums when due. If Client does not fulfill its payment obligations to Engineer, Client will return all Instruments of Service upon demand and not use them for any purpose. The Instruments of Service are not intended or represented to be suitable for reuse by Client or others on extensions to or modifications of the Project or on any other project. Any reuse or modification without the prior written consent of Engineer will be at Client’s sole risk and without any liability of Engineer or its consultants. Client shall defend, indemnify, and hold harmless Engineer and its employees and consultants against all claims, losses, damages, injuries, and expenses arising out of or resulting from such reuse or modification.

OBSERVATION OF WORK. Any observation of construction work is for the purpose of becoming generally familiar with the progress and quality of the work and to determine, in general, if the work, when completed, will comply with the applicable contract documents. The contractor will be solely and completely responsible for

working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations. Any monitoring of the contractor's procedures by Engineer is not intended to include review of the adequacy of the contractor's safety measures at or near the Project site. Engineer shall not be responsible for construction means, methods, techniques, sequences, procedures, safety precautions or programs, or a contractor's failure to perform its work in accordance with the drawings and specifications or applicable laws, all of which shall remain the sole responsibility of the contractor.

BETTERMENT/ADDED VALUE. If Engineer negligently omits a required item or component of the Project from the Instruments of Service, Client will be responsible for the amount it would have paid if the item had been included in Engineer's original design. In addition, Engineer will not be responsible for any upgrade or enhancement of an item or component.

CONSEQUENTIAL DAMAGES. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, Client and Engineer waive any and all claims against each other and their agents, employees, and consultants, whether based on contract, indemnity, warranty, tort (including negligence), gross negligence, strict liability or other cause of action, for indirect, incidental, punitive, or consequential damages, including, without limitation, loss of use, income, profits, business, reputation, financing, and production, claims by customers of Client, and governmental fines or penalties.

DELAY IN PERFORMANCE. Neither Client nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. If such delay increases the cost or time required by Engineer to perform its services in an orderly and efficient manner, Engineer shall be entitled to a reasonable adjustment of the schedule and Engineer's fee.

TERMINATION AND SUSPENSION. This Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The failure of Client to make any payment when due shall constitute a substantial breach of this Agreement. In the alternative, Engineer may, at its option and without waiving the right to terminate, suspend all services for non-payment on seven (7) days' written notice. Client may also terminate this Agreement for its convenience upon seven (7) days' written notice.

GOVERNING LAW. This Agreement shall be interpreted in accordance with the laws of the State of Oklahoma, excluding its choice-of-law principles.

DISPUTE RESOLUTION. All disputes arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a condition precedent to any legal action by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. The costs of the mediator's services will be shared equally between Client and Engineer. Any litigation between the parties shall be filed in the federal or state courts of Oklahoma.

ACCRUAL OF CAUSES OF ACTION. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run, on the date that Engineer's Services are substantially complete under this Agreement or the date when the Project is substantially complete, whichever occurs first.

THIRD PARTIES. Nothing in this Agreement shall be construed to provide any rights or benefits to anyone other than Client and Engineer.

SEVERABILITY. The invalidity, illegality, or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision held to be void.

EXTENT OF AGREEMENT. This Agreement represents the entire and integrated agreement between Engineer and Client and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by Engineer and Client.

Exhibit A
Labor Worksheet and Scope of Services

Bartlesville: 8th Street Stormwater Improvements

Tasks			Eng IV	Eng III	Technician II	Admin
1 PROJECT INITIATION						
1.1	Review of site, pavement conditions, City furnished data, and verify recommendations.		16			
2 DATA COLLECTION						
2.1	Hydraulic and Hydrologic Data	12				
3 PRELIMINARY DESIGN						
3.1	Conduct design meeting with the full management team to discuss the discovery of the data collection phase, address any new project elements, utility concerns, geometric requirements and reaffirm project direction and goals.		8	4		
3.2	Develop preliminary site drawings illustrating existing site conditions			8		
3.3	Establish pipe alignment, profile, number of inlets, property and utility impact, and preliminary traffic control plan		16	16		
3.4	Illustrate any right of way or easement requirements			4		
3.5	Submit preliminary plans to City for coordination with utility companies for preconstruction notification		3			1
3.6	Update preliminary design and cost estimate according to public hearing information		6	12		
3.7	Update any hydraulic and hydrologic data and requirements	8	2			
3.8	Update preliminary traffic management plan		4	4		
3.9	Submit preliminary plans and estimate to the City for final review and approval.		2			1
4 FINAL DESIGN						
4.1	Conduct meeting with the City and update remaining preliminary information and begin production of final construction plans and specifications.		8	2		
4.2	Submit final construction plans to City for final review		2			1

	4.3	Once final plans are approved, submit final construction plans to the City to coordinate with utility companies for planning and execution of relocation activities		4	2	1
	4.4	Develop final traffic management plan		2	2	
	4.5	Assemble final construction plans and cost estimate		8	8	
	4.6	Perform final quality control check		4	1	
5 CONTRACT DOCUMENTS AND SPECIFICATIONS			Eng IV	Eng III	Technician II	Admin
	5.1	Develop construction specifications in Job Special Provision format to supplement ODOT and City furnished specifications.		8		8
Total Design Hours			20	93	63	12

Tasks						
			RLS II	Technician III	2-Man Crew	Admin
6 TOPOGRAPHIC SURVEY						
	6.1	Utility Locates	2			
	6.2	Topographic and Utility Survey		20	20	
	6.3	Right of Way and Property Survey	6	4	8	
Total Survey Hours			8	24	28	0

Additional Services at the Request of the City and per the hourly rates.

1	Obtaining property deeds
2	Project Management and Coordination
3	If required, file for environmental permitting and evaluate if mitigation measures.
4	If required, prepare exhibits and cost estimate for public hearing and for use by the City. Attend public hearing hearing as necessary for assistance
5	Develop final right of way plans, prepare legal descriptions and instruments of transfer if required.
6	Assist city to secure all required right of way and easements
7	Meet with utility companies, property owners, City to discuss construction limits, as required.
8	Provide right of way and easement staking to assist utility companies, property owners and City to determine project limits in the field as requested
9	Provide technical assistance to the City relative to Addendums and clarifications to the plans.
10	Preconstruction Conference
11	Contract Administration
12	Review of Pay Requests
13	Final Inspection and Project Closeout

Exhibit B
Work Authorization
Manpower Projection

February 13, 2023

City of Bartlesville - 8th Street Stormwater Improvements

Culvert replacement along 8th St. between Shawnee and Cherokee Ave.

ENGINEERING SERVICES

CLASSIFICATION	Hours	RATE	EXTENDED COST
Part A - Engineering Design Phase (Tasks 1-5)			
Engineer IV	20	\$ 225.00	\$ 4,500.00
Engineer III	93	\$ 207.00	\$ 19,251.00
Technician III	63	\$ 129.00	\$ 8,127.00
Secretary/Assistant	12	\$ 88.00	\$ 1,056.00
Subtotal			\$ 32,934.00
Part B - Survey Phase (Task 6)			
Registered Land Surveyor II	8	\$ 196.00	\$ 1,568.00
Technician III	24	\$ 129.00	\$ 3,096.00
Two-Man GPS Survey Crew	28	\$ 213.00	\$ 5,964.00
Subtotal			\$ 10,628.00
Direct Pass thru Costs			
Travel	1200 miles	\$0.65	\$ 780.00
Subtotal			\$ 780.00
Total-All-Tasks			\$ 44,342.00
Established Contract Ceiling			\$ 44,400.00

EXHIBIT C
ALLGEIER, MARTIN and ASSOCIATES, INC.
 Consulting Engineers and Surveyors

RATE SCHEDULE
2023

H O U R L Y L A B O R R A T E S

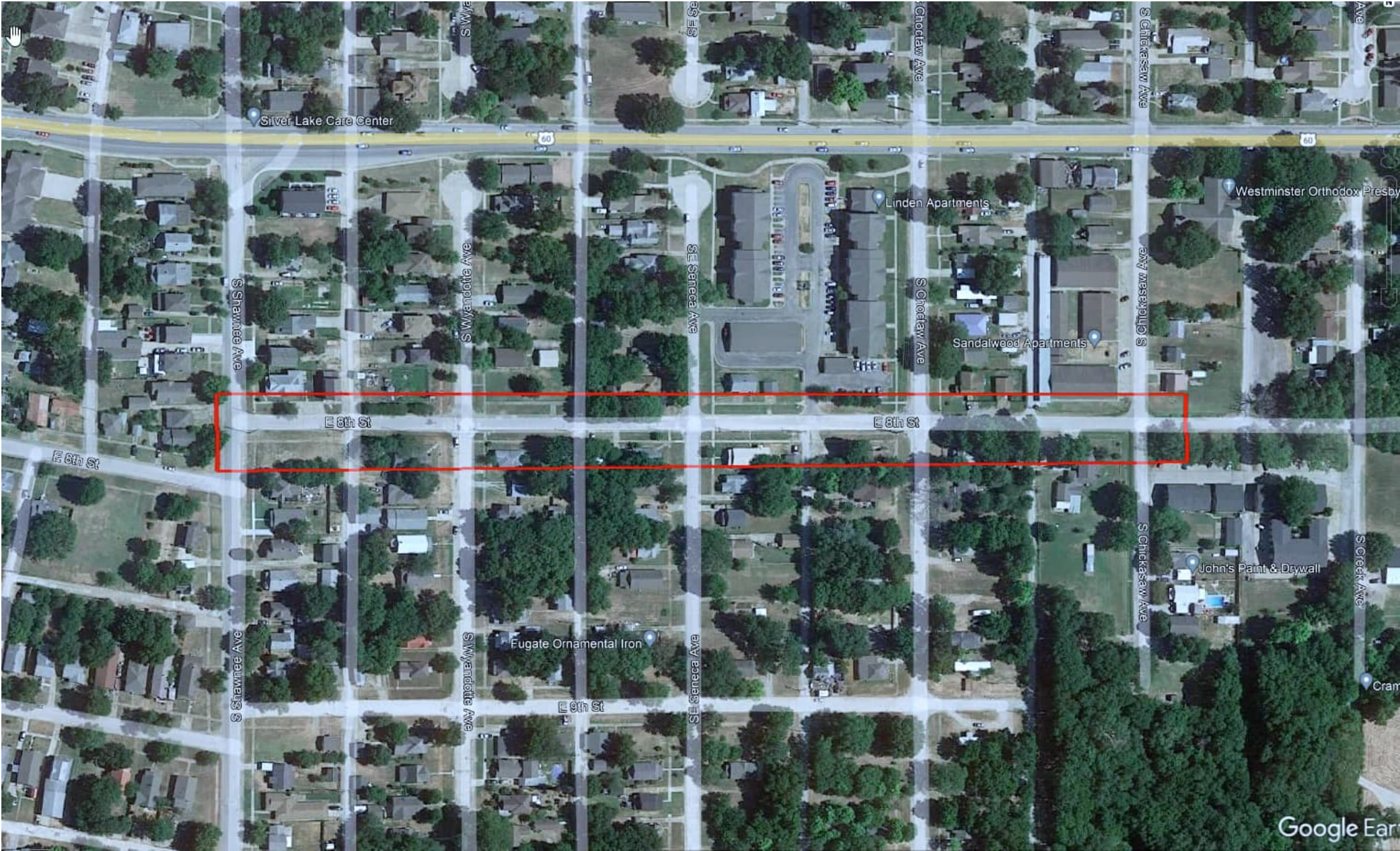
<u>Classification</u>	<u>01/01/2023 thru</u> <u>12/31/2023</u>
Principal/Engineer VI	\$279
Principal/Engineer V	\$248
Principal/Engineer IV	\$225
Principal/Engineer III	\$207
Project Manager/Engineer II	\$184
Project Manager/Engineer I	\$167
Technician IV	\$152
Technician III/GIS Specialist	\$152
Technician III	\$129
Technician II	\$115
Technician I	\$109
Two-Man GPS Survey Crew	\$213
One-Man GPS Survey Crew	\$167
Three-Man Survey Crew	\$232
Two-Man Survey Crew	\$184
Registered Land Surveyor II	\$196
Registered Land Surveyor I	\$173
Survey Crew Member	\$88
Right of Way Specialist	\$134
Project Representative III	\$129
Project Representative II	\$115
Project Representative I	\$106
Secretary/Assistant	\$88
Print Specialist	\$88

Note: All pre-approved overtime hours shall be invoiced at 1 ½ times the hourly billing rates shown above

N O N - L A B O R R A T E S

<u>Item</u>	<u>Rate</u>
Travel	\$0.65 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2

EXHIBIT B - PROJECT LOCATION MAP



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approval of a professional service contract with Ambler Architects for the Jo Allyn Lowe Park Rain Garden design.

Attachments:

Ambler Architects Design Contract and supporting documents

II. STAFF COMMENTS AND ANALYSIS

One of the discretionary projects included in the voter approved as part of the 2020 ½ Cent Sales Tax Extension was to reestablish sod at Jo Allyn Lowe Park as well as address some erosion issues. The budget for this project was approved as part of the FY 22-23 capital budget. The initial remedy was to raise the tree canopy to allow more sunlight in areas that grass is not established and then staff brought in topsoil and hired a contractor to deliver and place sod. As we looked at the runoff coming from the parking lot, we decided that installation of a rain garden or “bioretention” pond could be a good fit to collect the runoff before it drains to the pond. A rain garden is the equivalent of a small stormwater detention pond, that has a layer of permeable bedding material that allows the runoff to filter into the ground. While surface water is slowing draining into the soil, there is water-loving vegetation that soaks up water as well. In larger rainfall events, the rain gardens are designed with an overflow that will transmit water to another rain garden, or potentially to a channel or storm sewer that can handle the larger flow. The desired benefit of this type of facility is to prevent water running directly from the parking lot to the pond which potentially would cause water quality issues and erosion. In larger events, theoretically, the debris is collected in the first flush of rainwater by the rain garden, so any water overtopping is cleaner as it enters the rest of the system. Staff reached out to P66 to see if they would be interested in participating in this project as a volunteer opportunity. P66 has been kind enough to commit \$35,000 towards this project along with a desire to provide volunteer labor for plantings.

While it is a fairly small project scope, city staff do not have expertise in the design of rain gardens. Therefore, staff reached out to Ambler Architects for a proposal for design services. Ambler Architects has put together a proposal and contract for services, including subcontracting Civil survey and design components. They have proposed a contract price of \$13,325 which includes design survey, construction documents, and some level of contract administration services.

III. BUDGET IMPACT

The original budget for this project was \$50,000. While the entire budget was not planned for the rain garden or handling parking lot runoff, that seems to be the best use of the funds to address

potential future erosion of the newly sodded areas. Coupled with the P66 donation, the total budget is \$85,000, which should be sufficient to cover design services and construction costs.

IV. RECOMMENDED ACTION

Staff recommends approval of the professional services contract with Ambler Architects for design of the Jo Allyn Lowe Park Rain Garden project.



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 28th day of March in the year 2023
(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 Ave
Bartlesville, OK 74003
918-338-4116

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

Ambler Architects
510 SE Dewey Ave, Suite 500
Bartlesville, OK 74003

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

Jo Allyn Low Park - Rain Garden

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

Project program as developed with Tanner Consulting, LLC and Ambler Architects.

§ 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.)

§ 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

(Paragraphs deleted)

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bid with CM at Risk

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

n/a

(Paragraph deleted)

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

Micah Seimers, PE, CFM
Director of Engineering
City of Bartlesville
918-338-4256 Phone
918-338-4259 Fax
wmsiemers@cityofbartlesville.org

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

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

.1 Geotechnical Engineer:

N/A

.2 Civil Engineer:

Tanner Consulting

.3 Other, if any:

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

Init.

/

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

| Joseph N. Evans, AIA

§ 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:

| N/A

.2 Mechanical Engineer:

| N/A

.3 Electrical Engineer:

| N/A

§ 1.1.11.2 Consultants retained under Supplemental Services:

| Derek McCall, PLA
Tanner Consulting, LLC

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

§ 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.

Init.

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars and 00/00 (\$ 1,000,000.00) for each occurrence and one million dollars and 00/00 (\$ 1,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars and 00/00 (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million dollars and 00/00 (\$ 1,000,000.00) each accident, one million dollars and 00/00 (\$ 1,000,000.00) each employee, and one million dollars and 00/00 (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars and 00/00 (\$ 1,000,000.00) per claim and one million dollars and 00/00 (\$ 1,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

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

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

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

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

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

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

§ 3.2 Schematic Design Phase Services

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

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

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

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

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

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

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding,

including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

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

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

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

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

§ 3.5.3 Negotiated Proposals

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

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

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

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

§ 3.6 Construction Phase Services

§ 3.6.1 General

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

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall

not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

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

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction

means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

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

§ 3.6.5 Changes in the Work

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;

- .3 forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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

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

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	NP
§ 4.1.1.2 Multiple preliminary designs	A
§ 4.1.1.3 Measured drawings	A
§ 4.1.1.4 Existing facilities surveys	O
§ 4.1.1.5 Site evaluation and planning	A
§ 4.1.1.6 Building Information Model management responsibilities	NP
§ 4.1.1.7 Development of Building Information Models for post construction use	NP
§ 4.1.1.8 Civil engineering	A
§ 4.1.1.9 Landscape design	A
§ 4.1.1.10 Architectural interior design	NP
§ 4.1.1.11 Value analysis	A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	NP
§ 4.1.1.13 On-site project representation	A
§ 4.1.1.14 Conformed documents for construction	A

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.15 As-designed record drawings	A
§ 4.1.1.16 As-constructed record drawings	A
§ 4.1.1.17 Post-occupancy evaluation	NP
§ 4.1.1.18 Facility support services	NP
§ 4.1.1.19 Tenant-related services	NP
§ 4.1.1.20 Architect's coordination of the Owner's consultants	NP
§ 4.1.1.21 Telecommunications/data design	NP
§ 4.1.1.22 Security evaluation and planning	NP
§ 4.1.1.23 Commissioning	NP
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	NP
§ 4.1.1.25 Fast-track design services	NP
§ 4.1.1.26 Multiple bid packages	NP
§ 4.1.1.27 Historic preservation	NP
§ 4.1.1.28 Furniture, furnishings, and equipment design	NP
§ 4.1.1.29 Other services provided by specialty Consultants	NP
§ 4.1.1.30 Other Supplemental Services	NP

§ 4.1.2 Description of Supplemental Services

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

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

N/A

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

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

N/A

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

§ 4.2 Architect's Additional Services

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

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

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

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor as required to complete the work
- .2 Visits to the site by the Architect during construction as required to complete the work
- .3 Inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents as required to complete the work
- .4 Inspections for any portion of the Work to determine final completion as required to complete the work

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

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

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

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

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

§ 8.2 Mediation

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

§ 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:

0.00

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

0.00

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific

information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or 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)

Thirteen Thousand three hundred twenty-five dollars and 00/100

§ 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.)

§ 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.)

§ 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.)

§ 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	twenty	percent (	20	%)
Design Development Phase	fifteen	percent (	15	%)
Construction Documents Phase	forty	percent (	40	%)
Procurement Phase	five	percent (	5	%)
Construction Phase	twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

See attached exhibit A

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,

.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 **Payments to the Architect**

§ 11.10.1 **Initial Payments**

§ 11.10.1.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)

§ 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 thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

10 % apr

§ 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.)

N/A

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:

.3 Exhibits:

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

Init.

/

[] 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.)

Exhibit A – Tanner Proposal

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

N/A

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

OWNER *(Signature)*

Dale Copeland Mayor
(Printed name and title)

ARCHITECT *(Signature)*

Joseph N. Evans President
(Printed name, title, and license number, if required)

Additions and Deletions Report for **AIA® Document B101® – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

AGREEMENT made as of the 28th day of March in the year 2023

...

City of Bartlesville
401 S. Johnstone Ave
Bartlesville, OK 74003
918-338-4116

...

Ambler Architects
510 SE Dewey Ave, Suite 500
Bartlesville, OK 74003

...

Jo Allyn Low Park - Rain Garden

PAGE 2

Project program as developed with Tanner Consulting, LLC and Ambler Architects.

...

.1 Design phase milestone dates, if any:

.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

PAGE 3

Competitive bid with CM at Risk

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User Notes:

(1982880090)

...

n/a

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™ 2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204 2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204 2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

...

Micah Seimers, PE, CFM
Director of Engineering
City of Bartlesville
918-338-4256 Phone
918-338-4259 Fax
wmsiemers@cityofbartlesville.org

...

N/A

...

Tanner Consulting

PAGE 4

Joseph N. Evans, AIA

...

N/A

...

N/A

...

N/A

...

Derek McCall, PLA
Tanner Consulting, LLC
PAGE 5

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars and 00/00 (\$ 1,000,000.00) for each occurrence and one million dollars and 00/00 (\$ 1,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars and 00/00 (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.5.5 Employers' Liability with policy limits not less than one million dollars and 00/00 (\$ 1,000,000.00) each accident, one million dollars and 00/00 (\$ 1,000,000.00) each employee, and one million dollars and 00/00 (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars and 00/00 (\$ 1,000,000.00) per claim and one million dollars and 00/00 (\$ 1,000,000.00) in the aggregate.

PAGE 11

§ 4.1.1.1	Programming	<u>NP</u>
§ 4.1.1.2	Multiple preliminary designs	<u>A</u>
§ 4.1.1.3	Measured drawings	<u>A</u>
§ 4.1.1.4	Existing facilities surveys	<u>Q</u>
§ 4.1.1.5	Site evaluation and planning	<u>A</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>NP</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>NP</u>
§ 4.1.1.8	Civil engineering	<u>A</u>
§ 4.1.1.9	Landscape design	<u>A</u>
§ 4.1.1.10	Architectural interior design	<u>NP</u>
§ 4.1.1.11	Value analysis	<u>A</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>NP</u>
§ 4.1.1.13	On-site project representation	<u>A</u>
§ 4.1.1.14	Conformed documents for construction	<u>A</u>
§ 4.1.1.15	As-designed record drawings	<u>A</u>
§ 4.1.1.16	As-constructed record drawings	<u>A</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>NP</u>
§ 4.1.1.18	Facility support services	<u>NP</u>
§ 4.1.1.19	Tenant-related services	<u>NP</u>
§ 4.1.1.20	Architect's coordination of the Owner's consultants	<u>NP</u>
§ 4.1.1.21	Telecommunications/data design	<u>NP</u>
§ 4.1.1.22	Security evaluation and planning	<u>NP</u>
§ 4.1.1.23	Commissioning	<u>NP</u>
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	<u>NP</u>
§ 4.1.1.25	Fast-track design services	<u>NP</u>
§ 4.1.1.26	Multiple bid packages	<u>NP</u>
§ 4.1.1.27	Historic preservation	<u>NP</u>
§ 4.1.1.28	Furniture, furnishings, and equipment design	<u>NP</u>
§ 4.1.1.29	Other services provided by specialty Consultants	<u>NP</u>

PAGE 12

N/A

...

N/A

PAGE 13

- .1 ~~(—) reviews~~ Reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor as required to complete the work
- .2 ~~(—) visits~~ Visits to the site by the Architect during construction as required to complete the work
- .3 ~~(—) inspections~~ Inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents as required to complete the work
- .4 ~~(—) inspections~~ Inspections for any portion of the Work to determine final ~~completion~~ completion as required to complete the work

PAGE 14

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 17

Litigation in a court of competent jurisdiction

PAGE 19

0.00

...

0.00

PAGE 20

Thirteen Thousand three hundred twenty-five dollars and 00/100

.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*)

PAGE 21

Schematic Design Phase	<u>twenty</u>	percent (	<u>20</u>	%)
Design Development Phase	<u>fifteen</u>	percent (	<u>15</u>	%)
Construction Documents Phase	<u>forty</u>	percent (	<u>40</u>	%)
Procurement Phase	<u>five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>twenty</u>	percent (	<u>20</u>	%)

...

See attached exhibit A

PAGE 22

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

...

§ 11.10.1.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

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

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

10 % apr

...

N/A

...

- ~~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.)~~

PAGE 23

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

...

Exhibit A – Tanner Proposal

...

N/A

...

Dale Copeland Mayor

Joseph N. Evans President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:04:55 ET on 03/30/2023 under Order No. 2114317673 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



Proposed Location of Rain Garden

Jo Allyn Lowe Park - Rain Garden Proposal
Bartlesville, OK
Landscape Architecture

March 23, 2023

March 23, 2023

Joey Evans
Ambler Architects

Re: Landscape Architecture Services
Jo Allyn Lowe Park - Rain Garden

Joey,

We are pleased to be considered to serve on your project team as you undertake this project. We take pride in our ability to leverage our firm's experience and knowledge to move a project from early concept to completion as quickly as possible. Our team of Civil Engineers, Planners, Landscape Architects, and Surveyors will all work seamlessly together as needed to complete your project.

It is our understanding that on this project you are seeking the following services: Landscape Architecture.

Sincerely,



Derek R. McCall
Director of Landscape Architecture

Scope of Services: The following scope of services is based upon our understanding of the project and requested tasks. Please review for any additional services required.

Site Visit and Kickoff Meeting

Visit site to review existing conditions, take photos and dimensions. Meet with interested parties to conceptualize layout on site and discuss opportunities and constraints.

- 1 meeting/site visit
- Existing Conditions Scaled Drawing

Conceptual Plan and Rough Estimate

Civil engineering construction drawings to possibly include parking lot layout adjacent to existing building, grading plans, paving specifications, and erosion control.

- Conceptual Rain Garden Layout and sample plant palette
- 1 virtual meeting
- Rough Estimate

Construction Drawings and Construction Estimate

Civil engineering construction drawings to possibly include parking lot layout adjacent to existing building, grading plans, paving specifications, and erosion control.

- Existing Conditions and Demo
- Layout and Dimensioning
- Planting Design

Construction Administration

Includes up to 3 site visits and 1 marketing meeting during the construction process.

- 4 site visits/meetings

TOTAL PROFESSIONAL FEE TOTAL: \$7,325

OPTIONAL: Survey \$3000

Create a design survey that shows existing topography and existing conditions for an area around 1.9 acres surrounding the rain garden location shown in green on the cover page of this proposal. No boundaries or easements to be included. This is a design survey only.

- 1 pdf

Assigned Staff

Derek McCall, PLA –project manager and head of site planning and landscape architecture services.

Scott Robinson, PLA – project landscape architect.

Jennifer Miller – principal in charge of business operations and finance.

In conclusion, we stand ready to provide any support you need. We know that you have choices in deploying a project team and appreciate this opportunity.

Assumptions and Exclusions: The scope of services outlined above specifically assumes and excludes the following items. These can be completed at a negotiated or hourly rate as requested:

- Assumption: No survey will be provided. Plans will be based on visual observation and basic site measurements/Satellite Imagery.
- Assumption: All fees paid on behalf of the client by Tanner Consulting will be billed as a reimbursable expense.
- Excluded: irrigation Design and Lighting Design
- Excluded: All city and other permitting to be completed by client.
- Any other services not listed within the scope above.

For your consideration,
Sincerely,

Derek R. McCall
Director of Landscape Architecture

Authorized to proceed pursuant to scope and terms and conditions:

By: _____ Date: _____

2023 Billing Rates

Labor

Principals	\$185.00 per hour
Licensed Staff	\$150.00 per hour
Professional Staff	\$130.00 per hour
Design & Management	\$115.00 per hour
Production, Cadd & Admin Staff	\$105.00 per hour
Survey Crew (Optical and GPS)	\$170.00 per hour
Drone	\$200.00 per hour
LiDar	\$250.00 per hour

Reimbursable Expenses at Cost x 15%

All other costs, computer equipment, and office supplies and telecommunications charges are considered a cost of doing business and are included in hourly rates for labor.

Insurance

Professional Liability \$1,000,000
Worker's Compensation \$1,000,000
General Liability \$1,000,000

Billing Process

Invoices are generated twice per month for the periods ending the 15th and the last day of the month. Invoices are issued by EMAIL in pdf format. **If the client does not protest the bill in writing within 10 business days, the client agrees to pay the entire amount.**

Payment is expected within 20 days of the date of the invoice unless prior arrangements have been made. If Authorization to Proceed is not received within thirty days from the date of the receipt of this Agreement, the Agreement and the conditions stated therein will become void.

As a form of payment for the services we provide to you, Tanner Consulting accepts AMERICAN EXPRESS, VISA, MASTERCARD, and DISCOVER credit cards. You can pay by phone or simply stop by our office to process your payment during normal business hours.

Terms and Conditions

SECTION 1: SCOPE OF WORK: TANNER CONSULTING, LLC shall perform the services defined in the Agreement and shall invoice the client for those services at the fee schedule rates. Any fee estimates stated in this Agreement shall not be considered as a firm figure unless otherwise specifically stated in this Agreement. If unexpected site conditions are encountered, the scope of work may change even as the work is in progress. TANNER CONSULTING, LLC will provide these additional services at the fee schedule rate detailed in the Agreement. All costs incurred because of delays in authorizing the additional work will be billed to the client. Fee schedules are valid for one year following the date of the Agreement unless otherwise noted. Initiation of services by TANNER CONSULTING, LLC pursuant to acceptance of this Agreement will incorporate these terms and conditions.

SECTION 2: ACCESS TO SITES, PERMITS AND APPROVALS: Unless otherwise agreed, the client will furnish TANNER CONSULTING, LLC with right-of-access to the site in order to conduct the planned work. The client will secure all the necessary approvals, permits, licenses and consents necessary to the performance of the services hereunder.

SECTION 3: OWNERSHIP OF DOCUMENTS: Except for reference and coordination purposes, all documents prepared by TANNER CONSULTING, LLC are instruments of TANNER CONSULTING, LLC'S service for use solely with respect to the Project and, unless otherwise stated, TANNER CONSULTING, LLC shall be deemed the author of these documents and shall retain all Common Law, statutory and other rights, including the copyright. The client shall be permitted to retain copies including reproducible copies of TANNER CONSULTING, LLC'S documents for information and reference. TANNER CONSULTING, LLC'S documents shall not be used by the client for other projects, or for completion of the Project by others, unless TANNER CONSULTING, LLC is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to TANNER CONSULTING, LLC. Submission or distribution of TANNER CONSULTING, LLC'S documents to meet official regulatory requirements or for similar purposes in connection with the project is not to be construed as publication or derogation of TANNER CONSULTING, LLC'S reserved rights.

SECTION 4: STANDARD OF CARE: Services performed by TANNER CONSULTING, LLC under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. No other warranty, express or implied, is made or intended by the Agreement for consulting services or by furnishing oral or written reports of the findings made. The client recognizes that actual conditions encountered may vary from those anticipated, and that the data, interpretations and recommendations of TANNER CONSULTING, LLC are based solely upon the data available to TANNER CONSULTING, LLC. TANNER CONSULTING, LLC will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretations by others of the information developed. TANNER CONSULTING, LLC will provide professional quality services but does not imply or express a guarantee. TANNER CONSULTING, LLC will act only as an advisor in dealing with governmental agencies and does not assume responsibility for the consequences of governmental action or inaction in the processing of permits or project approvals.

SECTION 5: CONFIDENTIALITY: TANNER CONSULTING, LLC shall hold confidential all business or technical information obtained from the client or his affiliates or generated in the performance of services under this agreement and identified in writing by the client as "confidential". TANNER CONSULTING, LLC shall not disclose such information without the client's consent except to the extent required for: 1) Performance of services under this agreement; 2) Compliance with professional or ethical standards of conduct for preservation of public safety, health, and welfare; 3) Compliance with any court order or other governmental directive and/or; 4) Protection of TANNER CONSULTING, LLC against claims or liabilities arising from performance of services under this Agreement. TANNER CONSULTING, LLC'S obligation hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from client or others.

SECTION 6: MISCELLANEOUS PROVISIONS: This Agreement shall be governed by the laws of the State of Oklahoma. Causes of action between the parties to this Agreement pertinent to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than the date final payment is due TANNER CONSULTING, LLC. The client and TANNER CONSULTING, LLC, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither client nor TANNER CONSULTING, LLC shall assign this Agreement without the written consent of the other. This Agreement represents the entire and integrated agreement for the Project between the client and TANNER CONSULTING, LLC and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both client and TANNER CONSULTING, LLC.

SECTION 7: LIMITATION OF LIABILITY: The client agrees to limit TANNER CONSULTING, LLC'S liability to the client and all construction contractors and subcontractors on the project arising from TANNER CONSULTING, LLC'S professional acts, errors, or omissions or breach of contract or other cause of action, such that the total aggregate liability of TANNER CONSULTING, LLC to all those named shall not exceed \$100,000 or TANNER CONSULTING, LLC'S total fee for the services rendered on this project, whichever is greater, and the client hereby releases TANNER CONSULTING, LLC from any liability above such amount. The client further agrees to require of the contractor and his subcontractors an identical limitation of TANNER CONSULTING, LLC'S liability for damages suffered by the contractor or the subcontractor arising from TANNER CONSULTING, LLC'S performance of services. Neither the contractor nor any of his subcontractors assumes any liability for damages to others which may arise on account of TANNER CONSULTING, LLC'S professional acts, errors, or omissions.

SECTION 8: INSURANCE: TANNER CONSULTING, LLC carries worker's compensation and employer's liability insurance and has coverage under public liability and property damage insurance policies. Certificates for all such policies of insurance will be provided to the client upon request. Within the limits and conditions of such insurance, TANNER CONSULTING, LLC agrees to indemnify and save the client harmless from and against any loss, damage, injury or liability arising from any negligent acts of TANNER CONSULTING, LLC, its employees, agents, subcontractors and their employees and agents. TANNER CONSULTING, LLC shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. TANNER CONSULTING, LLC shall not be responsible for any loss, damage or liability arising from any acts by the client, client's agents, staff, consultants employed by others, or other third parties who are not employees of TANNER CONSULTING, LLC.

SECTION 9: TESTING AND OBSERVATION SERVICES: The presence of TANNER CONSULTING, LLC field representatives will be for the purpose of observation only. TANNER CONSULTING, LLC'S work does not include supervision or direction of the actual work of the Contractor, his employees or agents. The Contractor for this

project should be so advised. The Contractor should also be informed that neither the presence of a TANNER CONSULTING, LLC field representative nor any observation by TANNER CONSULTING, LLC shall excuse him in any way for defects discovered in his work.

SECTION 10: TERMINATION OF AGREEMENT: This Agreement is terminated if and when the Project is suspended or abandoned, or if the client's involvement with the Project is suspended or terminated. The client shall promptly notify TANNER CONSULTING, LLC of such termination. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In the event of termination not the fault of TANNER CONSULTING, LLC, TANNER CONSULTING, LLC shall be compensated for services performed prior to termination, together with reimbursable expenses then due.

SECTION 11: PROMOTIONAL REFERENCES: The OWNER hereby releases TANNER CONSULTING, LLC, to depict complete project photography in promotional and marketing literature without restriction.

SECTION 12: INDEMNITY: In consideration for the substantial risk to TANNER CONSULTING, LLC, in rendering professional services in connection with this project, the Client agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause of action of any nature against Tanner Consulting, LLC, their officers, directors, employees, agents or subcontractors, which may arise out of or in connection with this project or the performance, by any of the parties named above, of the services under this Agreement.

SECTION 13: RELEASE OF ELECTRONIC MEDIA: TANNER CONSULTING, LLC expressly states that any Release of Electronic Documents is not a part of this agreement and there is no obligation to provide electronic media for construction purposes. Any release of electronic media to design consultants shall be considered a one-time license to utilize the media for the coordination of their professional services and the recipient may not further distribute the material to any third part nor violate copyright expressly retained by TANNER CONSULTING, LLC.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action on Change Order #2 from Electrical Express, LLC for the Robinwood Soccer Field Lighting project.

Attachments:

Contractor-signed Change Order No. 2 with supporting documentation

II. STAFF COMMENTS AND ANALYSIS

One of the priority projects included as part of the 2020 General Obligation (GO) Bond election is the Robinwood Park Soccer Field Lighting project. The project consists of repurposing athletic field light poles salvaged from Price Fields. The poles and fixtures will be installed on the south three (3) soccer fields at Robinwood Park. Funding for this project became available as part of the 2022 Issuance of the 2020 GO Bond. A contract was awarded to Electrical Express, LLC in the amount of \$417,000 at the November 7, 2022 council meeting. Bid alternates for new LED light fixtures at both Robinwood Park and the Lee Lake Skate Park were awarded as part of that contract. Change Order No. 1 was approved by City Council at the January 3, 2023 meeting. Change Order No. 1 added \$13,000 to the contract to extend secondary power to a pole mounted transformer more accessible by PSO. This increased the contract price to \$430,000.00.

The project scope includes repurposing MUSCO steel light poles salvaged from the Price Fields Phase 3 project. Once the contractor started prepping the existing poles for use at the new locations, they found that the top half of two of the poles had been damaged and could not be used. The damage was done either during the salvaging process, or while they were in storage. The damage was no fault of the contractor and was not visible because it was on the underside of the poles while they laid in storage. The contractor has worked with MUSCO to get a price for new components, totaling \$7,522.00 installed and has included the increase as part of Change Order No. 2. The second item included with Change Order No. 2 is for a disconnect switch on the secondary power supply before the meter. While a disconnect is required for three-phase power supplies, it is not required per code for single-phase systems. Since we are using LED lights, we are able to use a single-phase power supply per the design and the disconnect was not included in the project scope. Staff believes it would be best to provide the disconnect for future maintenance of the system, rather than having to remove the meter to shut power off to the system, if needed. The contractor

has proposed an installed price of \$1,000.00 for this work. Another item included is a push button and timer for user activation of the lights at the skate park. We originally bid this project with the soccer field in mind where organized user groups would operate lights from a control cabinet. The users of the skate park will be individuals, so we need to add a button to activate the lights with a timer and automatic shutoff to prevent light usage outside of park hours and during daylight. The contractor has provided a price of \$2,000 for the equipment and installation. The final item included in Change Order No. 2 is approximately 100 feet of 3" PVC conduit to the PSO utility pole. There was a misunderstanding between the contractor, PSO, and city staff on which pole would have the transformer for primary electric supply. The contractor bored to the incorrect pole and PSO can't place a transformer there. They had to run additional conduit to the correct pole location. They proposed \$3,900 for the trenching, conduit, installation, and backfill.

Electrical Express has proposed a total price of \$14,422.00 for the additional items of work. This covers all labor, materials, and equipment necessary to complete the additional work. Change Order No. 2 will increase the contract by \$14,422.00 bringing the total contract to \$444,422.00.

III. BUDGET IMPACT

The original bid was awarded for \$417,000 using 2022 GO Bond funds. Change Order No. 1 increased the contract to \$430,000 and the additional cost was taken from unallocated 2022 GO Bond funds. Staff proposes using a portion of 2022 GO Bond funds planned for a discretionary project at Civitan Park that currently has a budget of \$35,125 to cover the additional funds required for Change Order No. 2. Change Order No. 2 will reduce the Civitan Park project available budget by \$14,422.00. Staff will find ways to fund that project using savings on other projects or potentially carrying sales tax funds into next fiscal year to supplement the utilized GO Bond funds.

RECOMMENDED ACTION

Staff recommends approval of Change Order No. 2 with Electrical Express, LLC for an overall net increase in the contract amount of \$14,422.00, utilizing the funding sources identified.

ELECTRICAL EXPRESS LLC

Change order request #2 Robinwood Soccer field Lighting
Lee Lake Skate Park Lighting

#1 Provide and install push button controls for skate park. \$2,000

#2 Provide and install 200 amp 1-phase disconnect to
Soccer field service feed. \$1,000

#3 Provide approximate 100' of 3" pvc to electric pole.
Includes trenching, backfill, piping and installation. \$3,900

#4 Musco equipment for replacement poles sections at
Skate park (see attached). Please note shipping price
Is an estimate. 7,522

TOTAL \$14,422

CONTRACT CHANGE ORDER

Change Order No.: 2	Bid No.: 2022-2023-011	P.O. No.: 232538
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Contract For: Robinwood Soccer Field Lighting	Dated: March 29, 2023
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Owner: **City of Bartlesville**

To: **Electrical Express, LLC**

You are hereby requested to comply with the following changes from the contract plans and specifications:

DESCRIPTION OF CHANGES	DECREASE IN CONTRACT PRICE	INCREASE IN CONTRACT PRICE
Provide and install push button controls with timer for skate park lights		\$ 2,000.00
Provide and install 200 amp 1-phase disconnect to soccer field service feed		\$ 1,000.00
Provide and install approximately 100 feet of 3" PVC conduit to PSO utility pole. Includes trenching, piping, installation, and backfill		\$ 3,900.00
MUSCO equipment for replacement pole sections at Skate Park		\$ 7,522.00


Justification:

A method for user activation of the lights at the skate park was not included in the bid. This needs to be added so that skate park users can turn the lights on and provide a timer so that the lights aren't on during daytime or after park hours. A disconnect is not required per code since this is a single phase system. While it is not required, it is good practice and will be better long term for maintenance of the system. The contractor and City staff misunderstood the pole location that PSO would set the transformer for primary electric supply. The contractor bored to the pole we thought was the correct location. Additional trenching is necessary to get power supply to the pole PSO can use for primary supply. The light poles salvaged from Price Fields for use on this project are two-piece steel poles that mount to a pre-cast concrete base. The top half of two of the poles were damaged prior to starting this project, but the damage was not visible because it was on the bottom side of the poles. The contractor has worked with MUSCO to get replacement pieces for the top half of each pole.

The sum of \$ (14,422.00) is hereby ADDED TO the total contract price.

This document will become a supplement to the contract and all provisions of the contract will apply hereto.

Requested: _____  _____ 3/29/23
Project Engineer-City of Bartlesville (Date)

Accepted: _____  _____ 3/29/23
City Engineer-City of Bartlesville (Date)

Approved: _____  _____ 3/29/23
Contractor (Date)

Approved: _____ _____ _____ (Date)

Attest: _____ _____ _____ (Date)

City Clerk-City of Bartlesville

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approval of an amendment to the professional service contract with Guy Engineering Services, Inc. for design services on the Tuxedo Boulevard Bridges over the Caney River and overflow/pond Rehabilitation and Repair project.

Attachments:

Guy Engineering Services, Inc. Contract Supplement #1

II. STAFF COMMENTS AND ANALYSIS

One of the priority projects included on the voter approved 2020 General Obligation Bond is the Tuxedo Boulevard over the Caney River and overflow/pond Bridges Rehabilitation and Repair project. The findings of the bridge inspection reports indicate need for rehabilitation of the bridges. The rehabilitations varied on each bridge, but include deck repair on the overflow/pond and eastbound Caney River Bridges and deck replacement on the westbound Caney River bridges, approach pavement replacement, pier protection, abutment repairs, bank stabilization, and guardrail improvements. The 2020 G.O. Bond allocated \$1,535,000 for the design and rehabilitation of the bridges.

The original design contract included completing final plans and specifications to meet the recommendations of the inspection report. The contract price for the work is currently \$175,415.00. Environmental coordination with the US Fish and Wildlife Service (USFWS) and the US Army Corps of Engineers (USACE) beyond that identified in the initial contract was determined necessary due to the findings of the preliminary review. The required coordination will be addressed in two phases. This amendment will address the first phase of that coordination.

This amendment includes preplanning and direct coordination with the USFWS. This coordination will determine the compliance requirements for protection or mitigation of multiple potentially impacted species. The amendment will also provide Pre-Construction Notification to the USACE. Because the extents of the compliance requirements are not yet known, the actual studies, if any, required by the USFWS and the USACE will be addressed through a second amendment.

III. BUDGET IMPACT

The original budget for this project was \$1,535,000. The work included in this amendment is required for USACE approval of the project. The proposal by Guy Engineering Services, Inc. is within the planned budget for design and construction services.

Guy Engineering Amendment #1.....	<u>Total Amendment</u>	\$15,896.00
	Sub-consultant Stantec Inc.	\$13,427.00
	Guy Engineering efforts	\$2,469.00
	Total Engineering Contract to date	
	Original Contract	\$175,415.00
	<u>Amendment #1</u>	<u>\$15,896.00</u>
	Current Design Total Cost	\$191,311.00

IV. RECOMMENDED ACTION

Staff recommends approval of this amendment to the professional service contract with Guy Engineering Services, Inc. in the amount of \$15,896.00.



March 29, 2023

Micah Siemers
Director of Engineering
City of Bartlesville
401 S. Johnstone Ave.
Bartlesville, OK 74003

Re: City of Bartlesville Local Bridges 5, 6, & 9 on Tuxedo Blvd over the Caney River and Overflow.

SUPPLEMENT #1 REQUEST (GUY 1425)

Dear Mr. Siemers:

Following the preliminary findings of environmental studies conducted on the project, a USACE PCN filing is likely to be required under General condition 18 of Nationwide Permit 14. Guy Engineering and it's sub-consultant (Stantec) request approval for this supplemental scope and fee to coordinate directly with USFWS as a planning effort, then prepare and submit a PCN if required. The Design (GUY) line item is for 8.5 hours of project manager coordination efforts. See attached Proposal by Stantec dated March 23, 2023 for detailed scope.

GUY respectfully requests our contract dated October 3rd, 2022 be supplemented as follows:

Original Contract Value		\$175,415
Supplement 1		
Design (GUY)	\$ 2,469.00 Lump Sum	
Environmental (Stantec)	\$13,427.00 Lump Sum	
		\$15,896.00
Revised Contract Value		\$191,311.00

If you have any questions, please feel free to contact our project manager, Todd Lipe, at Todd.Lipe@GUYengr.com or (539) 424-5080.

Sincerely,

Rebecca Alvarez, PE

President

Approved:

Name

Date

Encl

Title



Stantec Consulting Services Inc.
1114 N. Walker Avenue, Suite #4, Oklahoma City, OK 73103

March 23, 2023

Attention:

Todd Lipe, Senior Project Manager
Guy Engineering
6910 E. 14th Street
Tulsa, OK 74112

Reference: Proposal for Pre-construction Notification and USFWS Coordination for the Bridge Rehabilitation of Tuxedo Boulevard over Caney River and Pond (NBI 14187, 21121, and 21083), Bartlesville, Washington County, Oklahoma

Dear Mr. Lipe,

Stantec Consulting Services Inc. (Stantec), is pleased to submit the attached proposal for pre-construction notification (PCN) and USFWS coordination to Guy Engineering (Guy) for the proposed bridge replacements in Bartlesville, Washington County, Oklahoma.

Please feel free to contact me if you have any questions or need any additional information at 918.850.0991 or will.dillsaver@stantec.com.

Regards,

A handwritten signature in blue ink, appearing to read "Will Dillsaver", followed by a long horizontal line extending to the right.

Will Dillsaver, Project Manager | Senior Ecologist

Stantec Consulting Services Inc.

Reference: Bridge Rehabilitation for Tuxedo Boulevard over Caney River and Pond

Project Understanding

We understand that this project involves proposed rehabilitation of three bridges (NBI 14187, 21121, and 21083) carrying Tuxedo Boulevard over the Caney River and a pond in Bartlesville, Oklahoma. Stantec understands that Guy is proposing on engineering services to the city, and that final design plans have not yet been completed. Currently the project area is approximately 0.25 miles long and has a typical width of approximately 172 feet (5.22 acres).

Stantec has conducted environmental studies under a previous contract. Based on current plans and previously conducted studies, the proposed project is likely to require a PCN based on potential impacts to federally threatened and endangered species. The scope below has been drafted to address USFWS coordination to confirm impact determinations and compliance requirements, and to prepare a PCN as required under General Condition 18 of Nationwide Permit 14.

Scope of Services

USFWS Coordination (Task 1)

This task includes pre-planning and direct coordination with the USFWS, client communication, and review and/or compilation of previously prepared environmental documentation. The task will be completed in order to determine compliance requirements for potential impacts to Tricolored Bat (*Perimyotis subflavus*), Alligator Snapping Turtle (*Macrochelys temminckii*), Neosho Mucket (*Lampsilis rafinesqueana*), Rabbitsfoot (*Quadrula cylindrica cylindrica*), American Burying Beetle (*Nicrophorus americanus*), and Monarch Butterfly (*Danaus plexippus*). This coordination will determine what study plans are necessary, if presence/absence surveys are needed and for what species, or if mitigation will be required. Individual species study plans, studies, and surveys will be completed as necessary under a separate scope of work. This task includes up to 3 virtual meetings/calls with USFWS representatives. This task also covers, if required, the submittal of a USFWS consultation request package through the online process provided by the USFWS Oklahoma Ecological Services Field Office. This task will be managed by a Senior Environmental practitioner.

Pre-construction Notification (Task 2)

Stantec understands that the proposed project may include potential impacts to waters of the U.S. and that Section 404 of the Clean Water Act permit authorization is likely required. The permit authorization type and documentation requirements will be confirmed with the USACE, but it is assumed that if impacts are less than the 0.5-acre Nationwide Permit 14 – Linear Transportation Projects threshold, the proposed project may be authorized under the 2022 Nationwide Permit program with a Pre-Construction Notification. The Applicant will provide Stantec with minimum 30% civil design plan sets including plan and profile sheets with cross sections of stream/wetland impacts to calculate quantities of fill materials within each water of the U.S. Typical specification sheets including typical impact types (i.e., bridge crossings, riprap, fill, culverts, outfalls, etc.) will also be provided to Stantec by the Applicant. 30% plans will be provided in dgn, dwg, and pdf format. Stantec will provide figures overlaying the delineation results and site plan to illustrate impacts to the USACE. Coordination will involve direct communication with the Applicant to provide specific information to prepare the permits. Stantec will prepare a Draft PCN for submittal to the Client. After addressing one-round of Client comments, Stantec will submit the Final PCN to the USACE.

Assumptions/Exclusions

Reference: Bridge Rehabilitation for Tuxedo Boulevard over Caney River and Pond

- The Client will provide Stantec with digital files (kmz, dgn, dwg) of the project design plans (minimum 30%) including plan and profile sheets with cross sections of stream/wetland impacts.
- This scope assumes that the previous environmental studies conducted by Stantec for this project will be used to conduct the work outlined in this scope of services. If any additional investigations, including site visits are required, they may be provided as an additional service under a separate agreement, if needed.
- This scope assumes that the guidance documents specifically cited will be used to conduct the work outlined in this scope of services. If new guidance is released by any agency with jurisdiction over the proposed project, it may be necessary to amend this scope of services to account for updated guidance. Stantec reserves the right to negotiate a new scope of services with the Client pending any regulatory change affecting this scope of services.
- This scope assumes that the project will be permitted through Nationwide Permit 14 with a PCN trigger under General Condition 18. If the project exceeds 0.5 acre of WOTUS impacts, it is no longer covered under a nationwide permit and will likely require an individual permit with mitigation. Mitigation is not covered under this scope of work.
- Preparation of applications for Section 404 permits and/or development of mitigation/restoration plans are *not* included in this scope of work. If a Section 404 permit is required, Stantec can perform this service under a separate scope.
- Assumes all meetings are held over the phone or on Teams or a similar conference program.

Compensation

Stantec will endeavour to follow a mutually agreed upon project schedule which will be discussed with the Client upon Notice to Proceed. The above detailed services would be completed for a lump-sum of \$13,426,938.

- \$2,887.87 Task 1 - USFWS Coordination
- \$10,539.06 Task 2 - Pre-construction Notification

Stantec greatly appreciates the opportunity to submit this proposal. Please feel free to contact me at 918.850.0991 or will.dillsaver@stantec.com if you have any questions.



Will Dillsaver

Project Manager | Senior Ecologist

Phone: 405-724-8505

Fax: 512-338-2225

will.dillsaver@stantec.com

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approval of a Time and Materials Agreement with Sunbelt Pools to trouble shoot and repair damaged components on the 50-meter lap pool at Sooner Pool.

Attachments:

Time and Material Agreement

II. STAFF COMMENTS AND ANALYSIS

One of the discretionary projects included in the 2013 ½ Cent Sales Tax extension was a recreational expansion at Sooner Pool. Construction on this project is complete other than some remaining minor punch list items. The contractor is working on getting everything completed before startup later this spring. One of the items included in that project was to replace the plaster finish on the existing 50-meter lap pool. That work was completed last year before the pool opened in May, 2022. At the end of the pool season, sometime in late August or early September, 2022, the pool was drained and winterized. Within a few weeks of draining the pool, staff noticed rust stains coming from the water supply openings in the stainless-steel gutter system in the SW corner of the pool. The initial thought was that it may have been something the contractor did while removing the old plaster, possibly exposing reinforcing steel or something similar. However, after further investigation, it appears that somehow acid used for maintaining PH levels had gotten into the pipes and gutter and had corroded the stainless-steel and the new plaster finish. The damage is isolated to the SW corner of the pool because that is the low end of the gutter system. We are not sure how this happened, but it does not appear to be the fault of the contractor. It could have been associated with draining and winterizing the pool or some other factor. The cause is not clear.

Staff has discussed this with Sunbelt Pools, the swimming pool subcontractor who refinished the pool and did the pool-specific work on the new recreational expansion. Since it is impossible to know what the repair might require, they have proposed a time and material agreement to determine the extent of the damage and make the necessary repairs. This will likely involve cutting into the stainless-steel gutter system to evaluate the damage in the gutters. They are a fully enclosed system so we can't see inside unless we cut into sections to evaluate. This will potentially involve removing and replacing some of the concrete around the pool to evaluate the piping. Ultimately, it may not require replacing any pipe, but some repairs will need to be made to the concrete deck and the gutter system. They will also have to replace a few sections of the plaster finish that have been damaged by the acid. The contractor anticipates the work taking no longer than 5 to 7 days, working 10 hours a day with a three-man labor crew. They have provided hourly rates for skilled laborers, technicians, and project managers in the agreement.

III. BUDGET IMPACT

While we can't be certain because it is unclear what will be required to repair the damage, based upon hourly rates and duration, we anticipate this work to cost between \$12,000 and \$15,000. If the magnitude of repairs escalates to something substantially more costly than what is anticipated, staff will look for further direction from the City Manager and/or City Council. There is no budget planned for this currently, however there is sufficient remaining budget in Park sales tax funds to cover the repairs.

IV. RECOMMENDED ACTION

Staff recommends approval of the Time and Materials Agreement with Sunbelt Pools, with the understanding that staff will keep the City Manager and City Council apprised of any major variances from the anticipated cost and scope.



Bartlesville Sooner Pool Time and Materials Agreement

The customer is to provide an onsite contact that is available throughout the day to answer questions and to provide access to the pool and mechanical equipment areas.

The customer is responsible to make 120-volt power and water available throughout each work period whether at night or during the day.

Scope of Work:

Locate and repair damage caused by acid leak.
Repair Diamond Brite
Repair structure

Normal Business and Regular Hourly Rates

\$125.00 PER HOUR per man for mechanical – technicians
\$75.00 PER HOUR per man for skilled construction laborers
Normal business hours are Monday through Friday 8:00 AM to 5:00 PM

Project Management (onsite only)

The PM's time will be billed at \$135.00 per hour.

Rentals, Materials, Travel and Subcontracted Work

Rentals, materials, and subcontractors will be billed at cost plus 20%

Travel

Per Diem cost = \$35.00 per man, per day
Hotel cost = \$65 per man, per night

Clarifications

1. Sunbelt will charge for driving time for all hourly work. Driving time may vary depending on where the drive time originates, and the traffic encountered.
2. The hourly rate is per man and the rates vary depending on the skill set.
3. The time to pick up rental equipment and, or materials will be billable.

Invoicing and Payment Terms:

Sunbelt Pools will invoice at the end of repair project.
Client is responsible for payment of all billable hours on a net30 basis.

405-778-4003

www.sunbeltpoolsok.com guym@sunbeltpools.com



SUNBELT POOLS

Exclusions:

Any item not specifically mentioned in this scope of work

Electrical work

Working on Sundays

Power, water, and restrooms

Select fill

Flowable fill

Engineering

Warranty

Water tightness of the pool

Sunbelt Pools, Inc. assumes no responsibility for the condition of the existing pool, piping, and, or mechanical and electrical.

The effective day of this agreement is _____ This agreement constitutes the full agreement and scope and supersedes any prior understanding or written or oral agreements between the parties with respect to this work and any changes must be documented in written form (includes emails).

Signatures:

Guy Mayo - Sunbelt Pools, Inc.

Customer

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to approve the annual agreement between the City and Richard Kane YMCA, for the management and operation of Sooner and Frontier pools.

Attachments:

- A. Annual agreement between the City and Richard Kane YMCA
- B. Proposed requested amendment changes to agreement.

II. STAFF COMMENTS AND ANALYSIS

The YMCA has requested the adjustments to the annual agreement to help with scheduling issues and loss on rentals.

III. RECOMMENDED ACTION

Staff recommends the approval of the 2023 agreement with the proposed changes.

Proposed Amendment Request Change to Pool Agreement

9. Maximum fees for the 2023 season shall be as follows:

A. Daily Rates:

- a. \$2.00 per person 6 and under
- b. \$4.00 per person 7 and up
- c. \$3.00 per person group rate with 2 week prior notice and 2 week advanced payment.

B. Rentals:

- a. \$350 for two-hour private pool parties scheduled in the evening hours. Additional fee of \$50 per 50 people larger than 150.
- b. \$50.00 for Outdoor Pavilions for 2 hours scheduled during open swim.
- c. ~~\$35.00 for splash pad shelter for 2 hours scheduled during open swim.~~ \$50.00 nonrefundable scheduling fee for booth rentals.

2023 MANAGEMENT AGREEMENT FOR THE CITY OF BARTLESVILLE
SWIMMING POOL FACILITIES

THIS AGREEMENT made and entered into this 3rd day of April, 2023 by and between the City of Bartlesville ("City"), a municipal Corporation and the Richard Kane YMCA ("YMCA").

WITNESSETH:

The City, finding it to be in the best interests to do so, does hereby contract with the YMCA, for a term beginning on the 26th day of May, 2023, and ending at the close of business on the 6th day of August, 2023, for the management of its daily operations at Frontier Pool, located at 312 SW Virginia Avenue, and Sooner Pool, located at 420 SE Madison Boulevard, in the City of Bartlesville, Washington County, Oklahoma (hereinafter collectively referred to as "swimming pools") upon the following terms and conditions:

1. The parties acknowledge that the YMCA is an independent contractor and is not an agent, or employee of the City in its performance of duties which it hereby assumes.
2. The YMCA shall not assign this agreement or any part thereof in any manner whatsoever or assign any of the privileges recited herein without the prior written consent of the City.
3. The City will pay a Management Fee of \$65,500 to the YMCA. This fee shall be paid in five equal payments of \$13,100 on the first days of May, June, July, August with the final payment following final inspection by the City and submission of the year end reports from the YMCA no later than 30 days following the completion of this agreement.
4. The Management Fee shall constitute all payment for any administrative time or other overhead costs directly or indirectly related to the management and operation of the swimming pools. The YMCA shall collect and keep all revenues collected for managing the daily operations and pay all expenses associated with managing the operations unless specifically outlined herein.
5. Access and entry into the swimming pool shall be open to the general public and shall be available to any person whomsoever; however, the YMCA may deny admittance to any person for disciplinary reasons.
6. The 2023 season shall be daily commencing the Saturday, May 26, 2023 no later than 12:00 noon and run through Sunday, August 6, 2023 at 6:00 p.m. The YMCA may close the pools if there is a threat to the safety or welfare of the pool guests which may result from (without limitation) inclement weather, water sanitation or water quality, or power outages, or other safety or security related issues. In the event of such closing, the parties agree that there is no cause to credit any portion of the management fee paid by the City, except as allowed in Paragraph 16 (F) below.
7. Daily operation of the swimming pools shall include minimum daily hours of 12:00 (noon) to 6:00 pm for general open swim use. Other times of the operational day may be used for

April 3, 2023

scheduled private pool parties, swim team practices and meets, and approved YMCA swim lessons, programs or other activities, as well as the times necessary for the maintenance of the swimming pools and appurtenant structures.

8. The splash pad at Sooner Swimming Pool shall remain open to the public at all times without charge. The reservation of the splash pad for a private party is not permitted.

9. Maximum fees for the 2023 season shall be as follow

A. Daily Rates:

- a. \$2.00 per person 6 and under
- b. \$4.00 per person 7 and up
- c. \$3.00 per person group rate with 2 week prior notice, and 2 week advanced payment

B. Rentals:

- a. \$350.00 for two hour private pool parties scheduled in the evening hours
Additional fee of \$50.00 per 50 people larger than 150.
- b. \$50.00 for Outdoor Pavilions for 2 hours scheduled during open swim
- c. \$50.00 nonrefundable scheduling fee for booth rentals

10. The City shall have access, at all times, to all records related to any pool operations, including but not limited to pool testing results, lifeguard certifications, in-service training records, or any other documents related to the operation of the swimming pools.

11. Requests for repairs or other maintenance issues that are not reasonably made by the YMCA shall be made to the City via email or telephone to Keith Henry at kbhenry@cityofbartlesville.org (918-338-4403) or to others as designated. The City will promptly make any necessary repairs or replacement of items as soon as request is received. Any non-emergency requests made after normal operating hours of City Hall, or requests for services that fall under the scope of the YMCA's responsibility shall be reimbursed by the YMCA to the City at the current rate of each employee utilized in the repair process plus administrative expenses.

12. Any damage, theft or other destruction caused by the negligence of YMCA employees shall be replaced or repaired at the YMCA's sole expense.

13. No locks may be added or changed, and the security alarm shall not be altered, without the prior consent of the City.

14. The City reserves the right to enter the swimming pools at any time to inspect, repair, and maintain them. as necessary.

15. If the YMCA is interested in managing the swimming pools in years subsequent to the year 2023, it shall notify the City. in writing, no later than November 1 of said interest and said statement of interest shall be considered by the City.

April 3, 2023

16. The YMCA shall have the following duties, which shall be done and accomplished at its cost during the term of this Lease Agreement:
- A. By October 1, 2023, the YMCA shall supply to the City an end-of-season report detailing all programs offered at the pool and the participation in those programs, a report of daily attendance figures, including a detail of the number of cash patrons for both day and evening sessions and a detailed statement of revenues and expenses for the pools during the terms hereof.
 - B. Furnish on or before the beginning of the term hereof, the following information that shall be approved by the City:
 1. A written Emergency Action Plan
 2. A written Lifeguard Plan; Which will set out the number of lifeguards it will have on duty per number of patrons.
 3. A written copy of the Pool Rules and Conduct.
 4. Proof of proper certifications for all staff required to have such training and certification prior to beginning of said duties.
 - C. To hire and supervise all staff in accordance with applicable State and Federal employment laws. Ensure all staff are properly certified and trained prior to beginning their duties, including lifeguard certification, first aid, CPR and AED training. During the term of this agreement, YMCA shall provide one Certified Pool Operator (CPO) to oversee the operation of both pools.
 - D. To pay all staffing costs i.e. salaries, withholding and employment taxes and worker's compensation insurance costs
 - E. To test the water in the pools no less than three times daily when the pool is open as follows: before any programs begin in the morning, mid-afternoon and before evening sessions. The City shall have access to testing results at all times.
 - F. To maintain the swimming pools in a clean and hygienic manner and in keeping with standards established by the City and licensing agencies of the State and Federal Government and accepted pool standards. This includes ordering chemicals as needed and maintain required chemical levels at all times.
 - G. To maintain the pool deck in a clean and hygienic manner and in keeping with standards established by the City and licensing agencies of the State or Federal Government.
 - H. To maintain the bathhouse areas in their entirety including the entrances, restroom areas, office areas and concession areas, in a clean and hygienic manner and in keeping with standards established by the City and licensing agencies of the State or Federal Government. This includes disposing of trash from the bathhouse, pool deck, and bathrooms at the trash dumpster set on-site by the City.
 - I. To regularly inspect and notify the City of any deficiencies or other safety issues observed requiring attention. Some items may include, but not limited to guard stands, and diving boards, including the steps, all plumbing fixtures, pool decks, doors, fences, and other such pool or bathhouse features.
 - J. During the term of this agreement, the YMCA agrees to provide and keep in full force and effect the following insurance coverages in the following minimum amounts:
 - Comprehensive General Liability: Minimum Limit \$1,000,000 combined single limit for bodily injury and property damage per occurrence.
 - Worker's Compensation: Statutory requirements.

- Employers' Liability: \$1,000,000 each employee, \$1,000,000 each accident and \$1,000,000 policy limit.

Further, the YMCA agrees to assume any financial obligation resulting from any claim settlement and related fees which originated due to the negligence of the YMCA's staff originating from the operation of the City's swimming pools.

17. The City shall have the following duties, which shall be done and accomplished at its cost during the term of this Lease Agreement:

- A. To repair pumps, filters, gauges, and plumbing associated with the operation of the pool.
- B. To provide water, electricity, gas, telephone, and security services for the normal daily operation of the Swimming pool as well as the necessary pool chemicals.
- C. To provide trash removal service by means of collection of a trash dumpster set on-site.
- D. To provide grass mowing services around the pool bathhouse and facility.
- E. To provide materials and safety equipment that are needed for safe operation of the pools.
- F. To make necessary structural repairs to the shell of the bathhouses, pool decks, grounds and any apparatuses associated with the operation of the pools and pool features such as diving boards, steps, and plumbing fixtures.
- G. If either pool is closed for more than ninety-six (96) hours straight due to structural deficiencies, weather or natural disasters, chemical deficiencies, or water emergency, the City shall deduct \$500 for each twenty-four (24) hour period from the management fee.
- H. During the term of this agreement, the City of Bartlesville agrees to provide and keep in full force and effect the following insurance coverages in the following minimum amounts:
 - Comprehensive General Liability: Minimum limit \$2,000,000 combined single limit for bodily injury and property damage per occurrence.
 - Workers Compensation: Statutory requirements.
 - Employers Liability: \$1,000,000 each employee, \$1,000,000 each accident and \$1,000,000 policy limit.

Further, the City of Bartlesville agrees to assume any financial obligation resulting from any claim settlement and related fees which originated due to the negligence of the City of Bartlesville's staff originating from the operation of the City's swimming pools.

- I. The City will provide the YMCA for its use on the premises the items listed in Exhibit "A" and attached hereto. Said items will be inspected and condition noted by representatives of both parties before the beginning of the contract term and a final inspection at the end of the contract term. Any item that is missing, damaged or deteriorated more than would be expected by the season's normal use will be repaired or replaced at the sole expense of the YMCA.
18. The Lease Agreement is binding on the parties, hereto, their heirs, executors, administrators, or assigns. All signatories to this Agreement warrant that the execution of this Agreement on behalf of the Bartlesville YMCA and City of Bartlesville has been duly authorized and approved by the appropriate governing bodies of each entity.

19. The parties to this Agreement do not condone discrimination with regard to race, color, national origin, religion, sex, age, disability or veteran status in the programs or activities in which they operate.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and first above written.

City of Bartlesville, Oklahoma

By: _____

Dale W. Copeland, Mayor

Richard Kane YMCA

By: _____

Robert Phillips, CEO

April 3, 2023

Exhibit "A" Equipment and Supplies

At Each Pool

Safety Equipment:

- Rescue tube (one per lifeguard)
- Backboard with appropriate securing materials (3 straps/head immobilizer)
- Umbrella for lifeguard stand (one per stand)
- Ring buoy and Line
- Shepherds Crook
- Fiberglass Reach Pole
- First aid kit meeting OSHA standards
- AED
- Blood-borne pathogens kit
- Dust masks
- Safety goggles
- Rubber gloves
- Fire extinguisher
- Eye wash station
- Test Kits
- Other lifeguard training materials as may be available

Maintenance Equipment and Supplies:

- Commercial vacuum cleaner with attachments
- Long pole nylon brush
- Skimmer net
- Mops, brooms, and dust pans
- Garden hose
- Deck squeegee
- Safety mats for deck and bathhouse
- Trash receptacles (with lids)
- Deck chairs ● Light bulbs

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Execution of a deed transferring City-owned property along Shawnee Avenue, between 18th Street and Hillcrest Drive, to the Bartlesville Public School District for construction of an agricultural sciences facility, as detailed in the Memorandum of Understanding approved at the March 1, 2021 regular meeting of the Bartlesville City Council. Also, execution of a deed creating Public Right-of-Way along Shawnee Avenue on remaining City-owned property between the Bartlesville Public School District property and the west section line of Section 18, Township 26 North, Range 13 East.

Attachments:

- Executed Memorandum of Understanding
- BPSD Property deed with exhibit
- Shawnee Right-of-Way deed with exhibit

II. STAFF COMMENTS AND ANALYSIS

The Bartlesville Public School District (BPSD) passed a bond election in 2022 for capital improvements. One of the projects included in that election was construction of an agricultural sciences facility (Ag Building). Prior to that election, the Bartlesville City Council Approved a Memorandum of Understanding (MOU) with BPSD to transfer a portion of the city-owned property on the east side of Shawnee Avenue between 18th Street and Hillcrest Drive to BPSD to facilitate construction of the Ag Building. Oklahoma State Law permits municipalities to make gifts of real estate to a school district located within the municipality. The conditions of this agreement are that BPSD will permit shared parking in the Ag Building parking lot for the Pathfinder Parkway trailhead that is currently located on the property and they will reconstruct the trail connection to the new parking lot. They will also re-establish the portions of the Shawnee Trails Disc Golf Course that will be displaced due to construction activities. They will also purchase borrow material from the City of Bartlesville property located along Hillcrest Drive that was purchased for borrow for the Hillcrest Drive Reconstruction project at a rate of \$1.50 per cubic yard. Finally, they would need to provide adequate space for a sanitary sewer lift station, if needed, to replace the Shawnee Lift Station located at the SW corner of 18th and Shawnee.

Staff has worked with BPSD representatives to come up with a legal description and the City Attorney has put together a deed utilizing the legal description and exhibit. Staff has reviewed these documents in conjunction with plan reviews for the Ag Building to ensure they meet the intent of the MOU. BPSD's Ag Building plans are in alignment with the conditions of the MOU. Creating the BPSD property leaves a strip of City-owned property that extends from the east line of the new BPSD property to the west line of Section 18, Township 26 North, Range 13 East. This property encompasses Shawnee Avenue and has, essentially, been used as Shawnee Avenue

right-of-way since Shawnee was extended in 2006. This works fine to facilitate the construction of, and future maintenance of Shawnee Avenue and associated drainage or city-owned utilities. However, it does not provide access to other utilities that typically utilize public right-of-way for to provide service to properties adjacent to the roadway. This has come up recently as PSO needs an easement to cross Shawnee to provide primary electric service to the Ag Building. Rather than provide separate instrument easements, staff has worked with Fielder Land Surveying to put together a deed that dedicates Shawnee Avenue Public Right-of-Way over this remaining strip of land, and also extends to the south line of Section 18. This will provide a more typical arrangement for a roadway corridor allowing access to utilities who have franchise agreements with the City of Bartlesville, such as PSO.

III. BUDGET IMPACT

There is no budget impact by executing the deeds.

IV. RECOMMENDED ACTION

Staff recommends authorizing the Mayor to execute the deed transferring property to the Bartlesville Public School District to facilitate construction of an agricultural science facility; and also executing the deed creating public right-of-way along Shawnee Avenue.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "**Agreement**"), dated and effective as of the 8 day of MARCH, 2021, is made by and between THE CITY OF BARTLESVILLE, OKLAHOMA (the "**City**") and BARTLESVILLE PUBLIC SCHOOLS (the "**School**").

RECITALS:

Whereas, the City owns approximately 112 acres of real property located in the Southwest quarter of Section 18 Township 26N Range 13E, Bartlesville, Washington County, Oklahoma, further described and identified in Exhibit A (the "**Property**");

Whereas, the School desires to build an agricultural sciences building and related facilities (the "**Facility**") in a location adjacent to the High School campus that would be used for the expansion of the current agricultural sciences program if funding for the construction of the facility is approved by the voters;

Whereas, the City desires to give, grant, bargain, sell, and convey to the School a suitable tract of land from the Property to be used for the construction of the Facility, subject to the terms and conditions set forth herein.

THEREFORE, for good and valuable consideration, and pursuant to the terms and covenants hereinafter set forth, the City and the School hereby agree as follows:

1. **Gift of Land.** In the event the School should receive funding approval for the construction of the Facility during calendar year 2021, the City will convey ownership of a tract of land measuring approximately 5.5 acres (the "**Site**") to the School, said Site shown in greater detail in Exhibit B. Said Site shall be surveyed at the expense of the School prior to transfer of property.
2. **Shared Parking Lot.** In constructing the Facility, the School shall replace the City's existing paved off-street parking lot which provides public parking for the Pathfinder Parkway Trailhead and the Shawnee Trails Disc Golf Course, both City facilities, with a paved off-street parking lot that can be shared by both the School and the City facilities. School shall be responsible for maintenance of this parking lot.
3. **Re-establishment of Pathfinder Parkway Trail.** In constructing the Facility, a portion of the existing paved Pathfinder Parkway Trail will be impacted. As such, School shall be responsible for replacing any portion of the trail that is removed and providing a smooth transition with the unaffected trail. Plans for the re-establishment of the trail shall be approved by the City Engineer and Park Director as part of the Facility construction plans. After construction, City shall be

responsible for maintenance of this trail. An easement shall be retained for the Pathfinder Parkway Trail.

4. **Re-establishment of Shawnee Trails Disc Golf Course.** In constructing the Facility, a portion of the Shawnee Trails Disc Golf Course, an 18-hole public course which is located on the Property owned by the City, will be impacted. As such, School shall be responsible for replacing all existing holes from tee pad to basket that are impacted, either in whole or in part, by the construction of the Facility. Plans for the re-establishment of such holes shall be approved by the City Engineer, Park Director, and a representative of the Bartlesville Disc Golf Club as part of the Facility construction plans. After construction, City or its designee shall be responsible for these holes as part of the 18-hole course.
5. **Fill Dirt.** In order to construct the Facility on the Site, the elevation of the Site must be raised to be compliant with the City's floodplain regulations. School shall agree to purchase this fill dirt from the City at a rate of \$1.50 per cubic yard and at a location provided by the City that is within one (1) mile of the Facility Site and within floodway or 100-year floodplain as designated by FEMA.
6. **Sewer Pump Station.** If the existing sewer pump station, located at 18th and Shawnee, is relocated to this tract or adjoining north School tract, the City shall retain or the School shall convey to the City a tract of sufficient size for this facility, including all easements for utilities and access.
7. **Entire Agreement.** All terms and conditions of this Agreement are expressly contained herein, and the parties agree that neither the City nor the School has made any representations or promises with respect to this Agreement not expressly contained herein.
8. **Severability of Provisions.** Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.


IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF BARTLESVILLE, OKLAHOMA

BARTLESVILLE PUBLIC SCHOOLS



Dale Copeland, Mayor



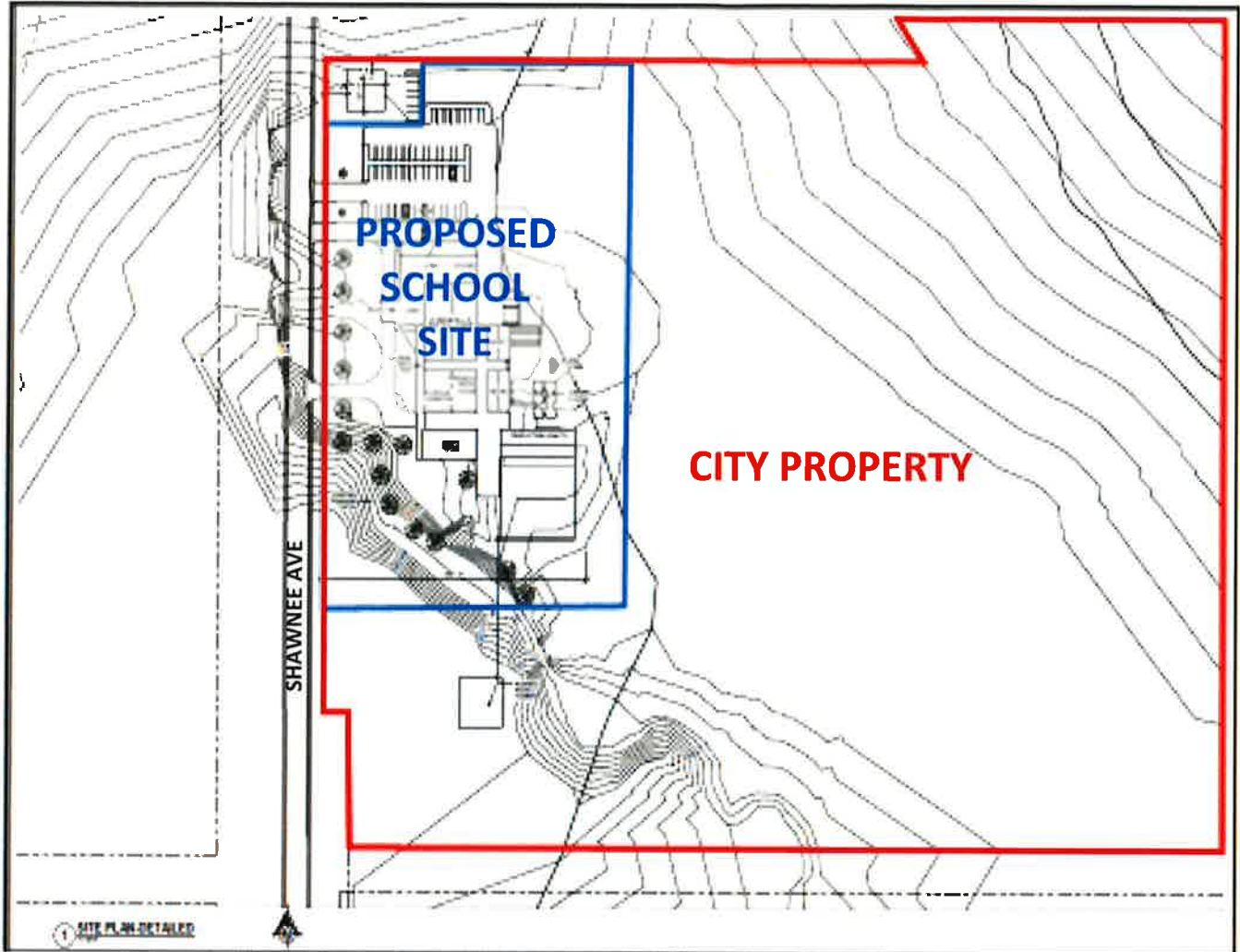
Scott Bilger, President

EXHIBIT A
CITY OWNED PROPERTY



EXHIBIT B

PROPOSED SCHOOL SITE



QUIT-CLAIM DEED

THIS INDENTURE, Made this ____ day of April, 2023 by and between THE CITY OF BARTLESVILLE, OKLAHOMA, a municipal corporation, Party of the First Part, and INDEPENDENT SCHOOL DISTRICT NO. 30 OF WASHINGTON COUNTY, OKLAHOMA, a/k/a BARTLESVILLE PUBLIC SCHOOLS, Party of the Second Part, 1100 S.W. Jennings Ave., Bartlesville, Oklahoma 74003.

WITNESSETH, That said Party of the First Part, in consideration of the sum of Ten and 0/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby quit-claim, grant, bargain, sell and convey unto Party of the Second Part, to take the entire fee simple title in and to that certain real estate, situated in the County of Washington, State of Oklahoma, which is more particularly described in Exhibit "A" attached hereto (hereinafter the "Subject Property"), together with all the improvements thereon and appurtenances thereunto belonging.

**NO DOCUMENTARY STAMPS REQUIRED - GRANTOR IS AN
ADMINISTRATIVE SUBDIVISION OF THE STATE OF OKLAHOMA
(68 O.S. § 3202(11))**

TO HAVE AND TO HOLD the above granted premises unto the said Party of the Second Part, its heirs and assigns forever.

IN WITNESS WHEREOF, the said Party of the First Part has caused these presents to be signed in its name by its Mayor the day and year first above written.

(seal)

CITY OF BARTLESVILLE, OKLAHOMA
A municipal corporation

By: _____
Dale Copeland, Mayor

Attest:

City Clerk

STATE OF OKLAHOMA)
) SS:
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this ____ day of April, 2023, by Dale Copeland, Mayor of City of Bartlesville, an Oklahoma municipal corporation, on behalf of the City.

Notary Public

(seal)

EXHIBIT "A"

A PART OF LOT FOUR (4) OF SECTION EIGHTEEN (18) IN TOWNSHIP TWENTY-SIX (26) NORTH OF RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN, WASHINGTON COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 4; THENCE N01°13'31"W ALONG THE WEST LINE OF SAID LOT 4 A DISTANCE OF 987.70 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 601, PAGE 353 AND RECORDED IN THE WASHINGTON COUNTY CLERK'S OFFICE, SAID CORNER BEING S01°13'31"E A DISTANCE OF 1655.66 FEET FROM THE NORTHWEST CORNER OF LOT 3, OF SAID SECTION 28; THENCE LEAVING SAID WEST LINE AND ON THE SOUTH BOUNDARY OF SAID TRACT OF LAND DESCRIBED IN BOOK 601, PAGE 353, N88°46'22"E A DISTANCE OF 93.01 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING N88°46'22"E ALONG SAID SOUTH BOUNDARY A DISTANCE OF 526.99 FEET; THENCE LEAVING SAID SOUTH BOUNDARY, S01°13'31"E A DISTANCE OF 690.00 FEET; THENCE S88°46'29"W A DISTANCE OF 500.77 FEET TO A POINT WHICH IS 119.23 FEET EAST OF THE WEST LINE OF SAID LOT 4; THENCE N01°19'42"W PARALLEL WITH SAID WEST LINE A DISTANCE OF 444.82 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 1000.00 FEET, A CHORD WHICH BEARS N05°25'10"W, A CHORD LENGTH OF 142.68 FEET AND AN ARC LENGTH OF 142.80 FEET; THENCE N09°30'38"W A DISTANCE OF 103.96 FEET TO THE POINT OF BEGINNING, CONTAINING 7.99 ACRES, MORE OR LESS.

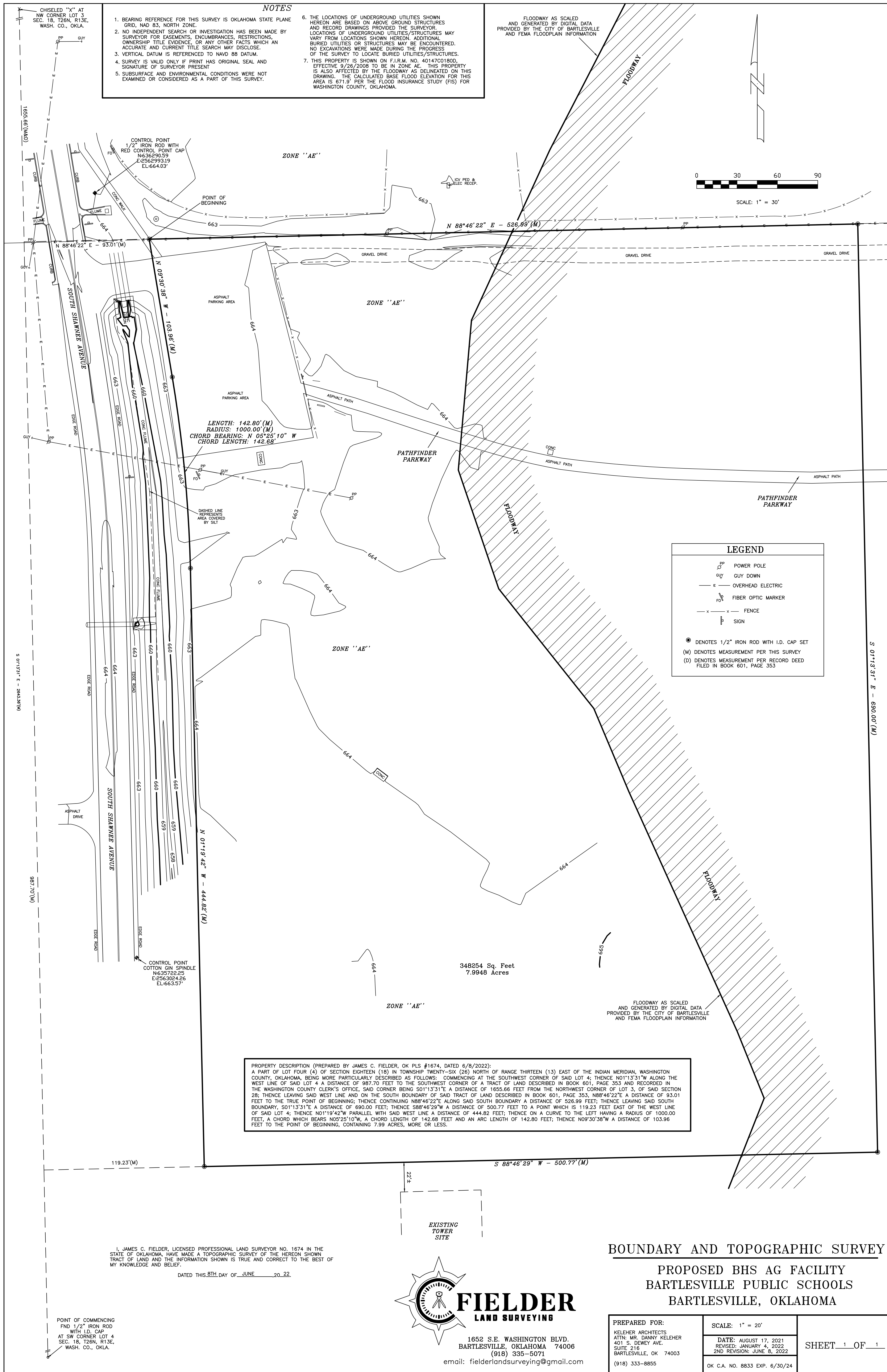
NOTES

1. BEARING REFERENCE FOR THIS SURVEY IS OKLAHOMA STATE PLANE GRID, NAD 83, NORTH ZONE.
2. NO INDEPENDENT SEARCH OR INVESTIGATION HAS BEEN MADE BY SURVEYOR FOR EASEMENTS, ENCUMBRANCES, RESTRICTIONS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
3. VERTICAL DATUM IS REFERENCED TO NAVD 88 DATUM.
4. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR PRESENT
5. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY.
6. THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND STRUCTURES AND RECORD DRAWINGS PROVIDED THE SURVEYOR. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES OR STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THE SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES.
7. THIS PROPERTY IS SHOWN ON F.I.R.M. NO. 40147C0180D, EFFECTIVE 9/26/2008 TO BE IN ZONE AE. THIS PROPERTY IS ALSO AFFECTED BY THE FLOODWAY AS DELINEATED ON THIS DRAWING. THE CALCULATED BASE FLOOD ELEVATION FOR THIS AREA IS 671.9' PER THE FLOOD INSURANCE STUDY (FIS) FOR WASHINGTON COUNTY, OKLAHOMA.

FLOODWAY AS SCALED AND GENERATED BY DIGITAL DATA PROVIDED BY THE CITY OF BARTLESVILLE AND FEMA FLOODPLAIN INFORMATION



SCALE: 1" = 30'

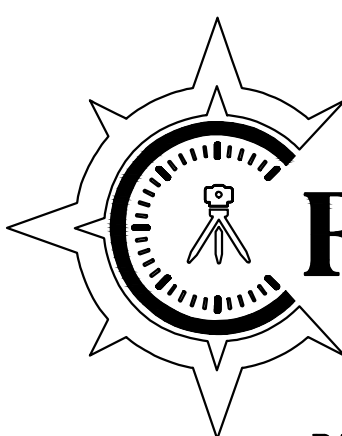


LEGEND	
	POWER POLE
	GUY DOWN
	OVERHEAD ELECTRIC
	FIBER OPTIC MARKER
	FENCE
	SIGN
	⊙ DENOTES 1/2" IRON ROD WITH I.D. CAP SET
	(M) DENOTES MEASUREMENT PER THIS SURVEY
	(D) DENOTES MEASUREMENT PER RECORD DEED FILED IN BOOK 601, PAGE 353

PROPERTY DESCRIPTION (PREPARED BY JAMES C. FIELDER, OK PLS #1674, DATED 6/8/2022):
 A PART OF LOT FOUR (4) OF SECTION EIGHTEEN (18) IN TOWNSHIP TWENTY-SIX (26) NORTH OF RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN, WASHINGTON COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 4; THENCE N01°13'31"W ALONG THE WEST LINE OF SAID LOT 4 A DISTANCE OF 987.70 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 601, PAGE 353 AND RECORDED IN THE WASHINGTON COUNTY CLERK'S OFFICE, SAID CORNER BEING S01°13'31"E A DISTANCE OF 1655.66 FEET FROM THE NORTHWEST CORNER OF LOT 3, OF SAID SECTION 28; THENCE LEAVING SAID WEST LINE AND ON THE SOUTH BOUNDARY OF SAID TRACT OF LAND DESCRIBED IN BOOK 601, PAGE 353, N88°46'22"E A DISTANCE OF 93.01 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING N88°46'22"E ALONG SAID SOUTH BOUNDARY A DISTANCE OF 526.99 FEET; THENCE LEAVING SAID SOUTH BOUNDARY, S01°13'31"E A DISTANCE OF 690.00 FEET; THENCE S88°46'29"W A DISTANCE OF 500.77 FEET TO A POINT WHICH IS 119.23 FEET EAST OF THE WEST LINE OF SAID LOT 4; THENCE N01°19'42"W PARALLEL WITH SAID WEST LINE A DISTANCE OF 444.82 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 1000.00 FEET, A CHORD WHICH BEARS N05°25'10"W, A CHORD LENGTH OF 142.68 FEET AND AN ARC LENGTH OF 142.80 FEET; THENCE N09°30'38"W A DISTANCE OF 103.96 FEET TO THE POINT OF BEGINNING, CONTAINING 7.99 ACRES, MORE OR LESS.

I, JAMES C. FIELDER, LICENSED PROFESSIONAL LAND SURVEYOR NO. 1674 IN THE STATE OF OKLAHOMA, HAVE MADE A TOPOGRAPHIC SURVEY OF THE HEREON SHOWN TRACT OF LAND AND THE INFORMATION SHOWN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED THIS 8TH DAY OF JUNE, 2022.



1652 S.E. WASHINGTON BLVD.
 BARTLESVILLE, OKLAHOMA 74006
 (918) 335-5071
 email: fielderlandsurveying@gmail.com

BOUNDARY AND TOPOGRAPHIC SURVEY
PROPOSED BHS AG FACILITY
BARTLESVILLE PUBLIC SCHOOLS
BARTLESVILLE, OKLAHOMA

PREPARED FOR: KELEHER ARCHITECTS ATTN: MR. DANNY KELEHER 401 S. DEWEY AVE. SUITE 216 BARTLESVILLE, OK 74003 (918) 333-8855	SCALE: 1" = 20' DATE: AUGUST 17, 2021 REVISED: JANUARY 4, 2022 2ND REVISION: JUNE 8, 2022 OK C.A. NO. 8833 EXP. 6/30/24	SHEET 1 OF 1
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POINT OF COMMENCING
 FND 1/2" IRON ROD
 WITH I.D. CAP
 AT SW CORNER LOT 4
 SEC. 18, T26N, R13E,
 WASH. CO., OKLA.

RIGHT-OF-WAY DEDICATION DEED

KNOWN ALL MEN BY THESE PRESENTS:

That the CITY OF BARTLESVILLE, an Oklahoma Municipal Corporation (hereinafter referred to as "Grantor"), does hereby convey and dedicate unto the CITY OF BARTLESVILLE, an Oklahoma Municipal Corporation, the following described real estate for the purpose of establishing thereon a public roadway or facilities necessary and incidental thereto, including all right, title and interest in and to the airspace, light and view above the surface of the that certain real estate located in Washington County, State of Oklahoma which is more particularly described in Exhibit "A" attached hereto.

For the same considerations hereinbefore recited, said Grantor hereby waives, relinquishes and releases any and all right, title or interest in and to the surface of the above granted and dedicated tract of land and the appurtenances thereunto belonging, including any and all dirt, rock, gravel, sand and other materials, reserving and excepting unto said Grantors the mineral rights therein; provided, however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land for the purpose herein granted; and reserving unto said Grantors the right of ingress and egress to said public roadway from the remaining lands of the Grantors.

To have and to hold said above described premises unto the said City of Bartlesville, free, clear and discharged from any and all claims of damages or injury that may be sustained directly or indirectly to the remaining lands of the Grantors by reason of the construction and maintenance of public roadway and all roadway excavations, embankments, structures, bridges, drains, utilities, sight distance or safety areas and other facilities that may now or hereafter be, in the discretion of the grantee, necessary for the construction and maintenance of a public roadway and incidental facilities over, across, along or under the above described real estate; the supervision and control of said public roadway to be in such municipality, county or other agency of the State of Oklahoma as has or may have jurisdiction thereof by the laws of the State of Oklahoma; and said City of Bartlesville, its officers, agents, contractors and employees are hereby granted free access to said property for the purpose of entering upon, constructing, maintaining, or regulating the use of said public roadway and incidental facilities.

Said Grantor hereby covenant and warrant that at the time of the delivery of these presents it is the owner of the above-described premises and that same are free and clear of all liens and claims whatsoever.

IN WITNESS WHEREOF, the said Party of the First Part has caused these presents to be signed in its name by its Mayor the day and year first above written.

(seal)

CITY OF BARTLESVILLE, OKLAHOMA
A municipal corporation

By: _____
Dale Copeland, Mayor

Attest:

City Clerk

STATE OF OKLAHOMA)
) SS:
COUNTY OF WASHINGTON)

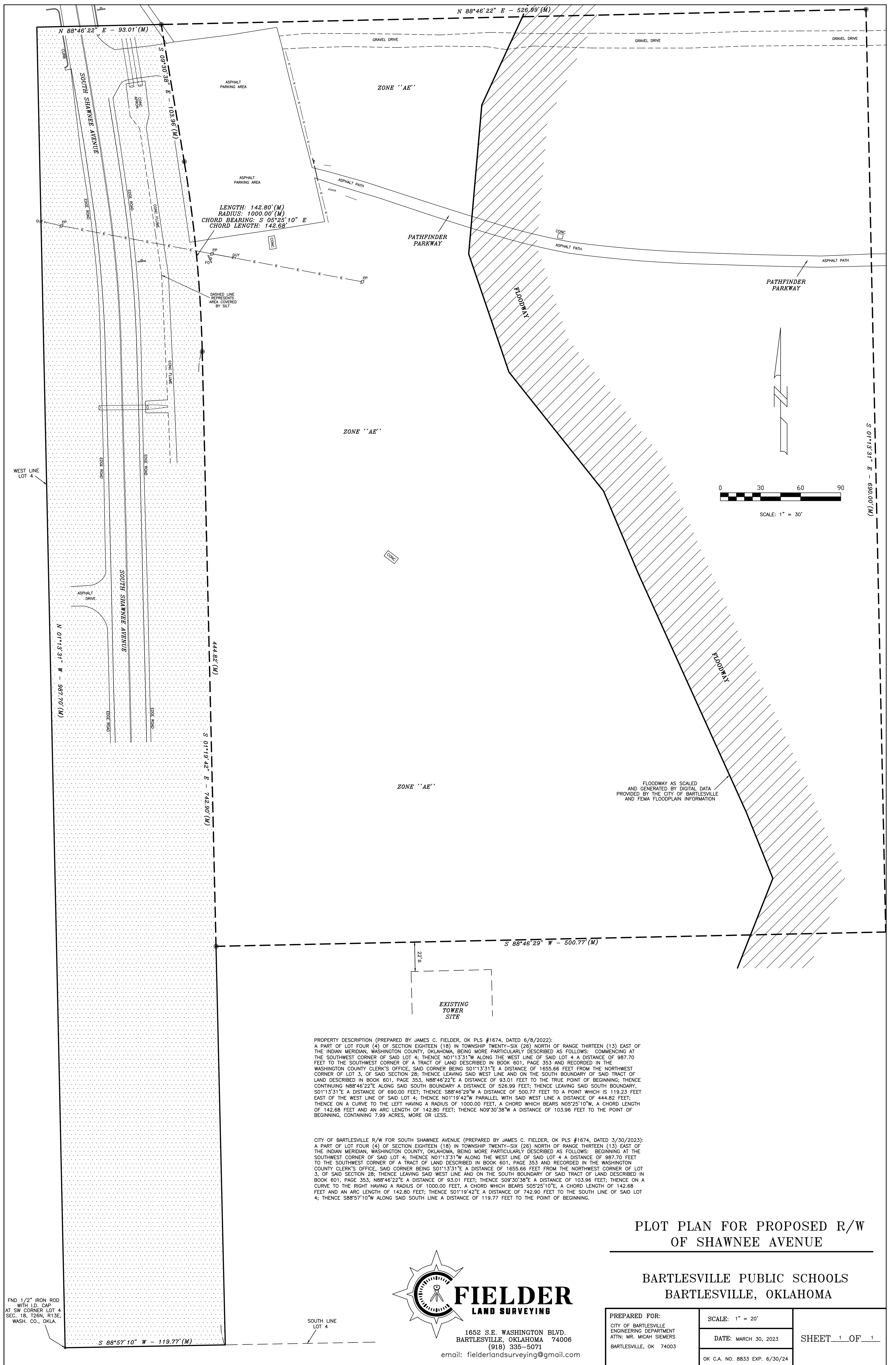
The foregoing instrument was acknowledged before me this
____ day of April, 2023, by Dale Copeland, Mayor of City of
Bartlesville, an Oklahoma municipal corporation, on behalf of the
City.

Notary Public

(seal)

EXHIBIT "A"

A PART OF LOT FOUR (4) OF SECTION EIGHTEEN (18) IN TOWNSHIP TWENTY-SIX (26) NORTH OF RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN, WASHINGTON COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4; THENCE N01°13'31"W ALONG THE WEST LINE OF SAID LOT 4 A DISTANCE OF 987.70 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 601, PAGE 353 AND RECORDED IN THE WASHINGTON COUNTY CLERK'S OFFICE, SAID CORNER BEING S01°13'31"E A DISTANCE OF 1655.66 FEET FROM THE NORTHWEST CORNER OF LOT 3, OF SAID SECTION 28; THENCE LEAVING SAID WEST LINE AND ON THE SOUTH BOUNDARY OF SAID TRACT OF LAND DESCRIBED IN BOOK 601, PAGE 353, N88°46'22"E A DISTANCE OF 93.01 FEET; THENCE S09°30'38"E A DISTANCE OF 103.96 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1000.00 FEET, A CHORD WHICH BEARS S05°25'10"E, A CHORD LENGTH OF 142.68 FEET AND AN ARC LENGTH OF 142.80 FEET; THENCE S01°19'42"E A DISTANCE OF 742.90 FEET TO THE SOUTH LINE OF SAID LOT 4; THENCE S88°57'10"W ALONG SAID SOUTH LINE A DISTANCE OF 119.77 FEET TO THE POINT OF BEGINNING.



LENGTH: 142.80' (M)
 RADIUS: 1000.00' (M)
 CHORD BEARING: S 05°25'10" E
 CHORD LENGTH: 142.68'

0 30 60 90
 SCALE: 1" = 30'

PROPERTY DESCRIPTION (PREPARED BY JAMES C. FIELDER, OK PLS #1674, DATED 6/8/2022):
 A PART OF LOT FOUR (4) OF SECTION EIGHTEEN (18) IN TOWNSHIP TWENTY-SIX (26) NORTH OF RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN, WASHINGTON COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 4; THENCE N01°13'31"W ALONG THE WEST LINE OF SAID LOT 4 A DISTANCE OF 987.70 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 601, PAGE 353 AND RECORDED IN THE WASHINGTON COUNTY CLERK'S OFFICE, SAID CORNER BEING S01°13'31"E A DISTANCE OF 1655.66 FEET FROM THE NORTHWEST CORNER OF LOT 3, OF SAID SECTION 28; THENCE LEAVING SAID WEST LINE AND ON THE SOUTH BOUNDARY OF SAID TRACT OF LAND DESCRIBED IN BOOK 601, PAGE 353, N88°46'22"E A DISTANCE OF 93.01 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING N88°46'22"E ALONG SAID SOUTH BOUNDARY A DISTANCE OF 526.99 FEET; THENCE LEAVING SAID SOUTH BOUNDARY, S01°13'31"E A DISTANCE OF 690.00 FEET; THENCE S88°46'29"W A DISTANCE OF 500.77 FEET TO A POINT WHICH IS 119.23 FEET EAST OF THE WEST LINE OF SAID LOT 4; THENCE N01°19'42"W PARALLEL WITH SAID WEST LINE A DISTANCE OF 444.82 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 1000.00 FEET, A CHORD WHICH BEARS N05°25'10"W, A CHORD LENGTH OF 142.68 FEET AND AN ARC LENGTH OF 142.80 FEET; THENCE N09°30'38"W A DISTANCE OF 103.96 FEET TO THE POINT OF BEGINNING, CONTAINING 7.99 ACRES, MORE OR LESS.

CITY OF BARTLESVILLE R/W FOR SOUTH SHAWNEE AVENUE (PREPARED BY JAMES C. FIELDER, OK PLS #1674, DATED 3/30/2023):
 A PART OF LOT FOUR (4) OF SECTION EIGHTEEN (18) IN TOWNSHIP TWENTY-SIX (26) NORTH OF RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN, WASHINGTON COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4; THENCE N01°13'31"W ALONG THE WEST LINE OF SAID LOT 4 A DISTANCE OF 987.70 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 601, PAGE 353 AND RECORDED IN THE WASHINGTON COUNTY CLERK'S OFFICE, SAID CORNER BEING S01°13'31"E A DISTANCE OF 1655.66 FEET FROM THE NORTHWEST CORNER OF LOT 3, OF SAID SECTION 28; THENCE LEAVING SAID WEST LINE AND ON THE SOUTH BOUNDARY OF SAID TRACT OF LAND DESCRIBED IN BOOK 601, PAGE 353, N88°46'22"E A DISTANCE OF 93.01 FEET; THENCE S09°30'38"E A DISTANCE OF 103.96 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1000.00 FEET, A CHORD WHICH BEARS S05°25'10"E, A CHORD LENGTH OF 142.68 FEET AND AN ARC LENGTH OF 142.80 FEET; THENCE S01°19'42"E A DISTANCE OF 742.90 FEET TO THE SOUTH LINE OF SAID LOT 4; THENCE S88°57'10"W ALONG SAID SOUTH LINE A DISTANCE OF 119.77 FEET TO THE POINT OF BEGINNING.

PLOT PLAN FOR PROPOSED R/W OF SHAWNEE AVENUE

**BARTLESVILLE PUBLIC SCHOOLS
 BARTLESVILLE, OKLAHOMA**



1652 S.E. WASHINGTON BLVD.
 BARTLESVILLE, OKLAHOMA 74006
 (918) 335-5071
 email: fielderlandsurveying@gmail.com

PREPARED FOR: CITY OF BARTLESVILLE ENGINEERING DEPARTMENT ATTN: MR. MICAH SIEMERS BARTLESVILLE, OK 74003	SCALE: 1" = 20' DATE: MARCH 30, 2023	SHEET 1 OF 1
	OK C.A. NO. 8833 EXP. 6/30/24	

FND 1/2" IRON ROD WITH I.D. CAP AT SW CORNER LOT 4, SEC. 18, T26N, R13E, WASH. CO., OKLA.

SOUTH LINE LOT 4

S 88°57'10" W - 119.77' (M)



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Receipt of Interim Financials for the eight months ending February 28, 2023.

Attachments:

Interim Financials for February 28, 2023

II. STAFF COMMENTS AND ANALYSIS

Staff has prepared the condensed Interim Financial Statements for February 2023; 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 February 28, 2023.



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

For The Eights Months Ended February 28, 2023

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

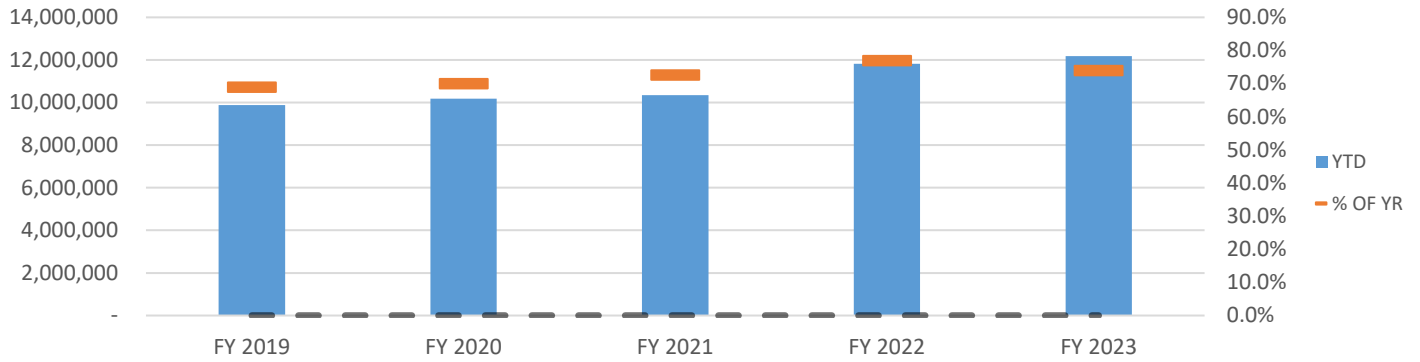
CHANGE IN FUND BALANCE

EXPLANATORY MEMO

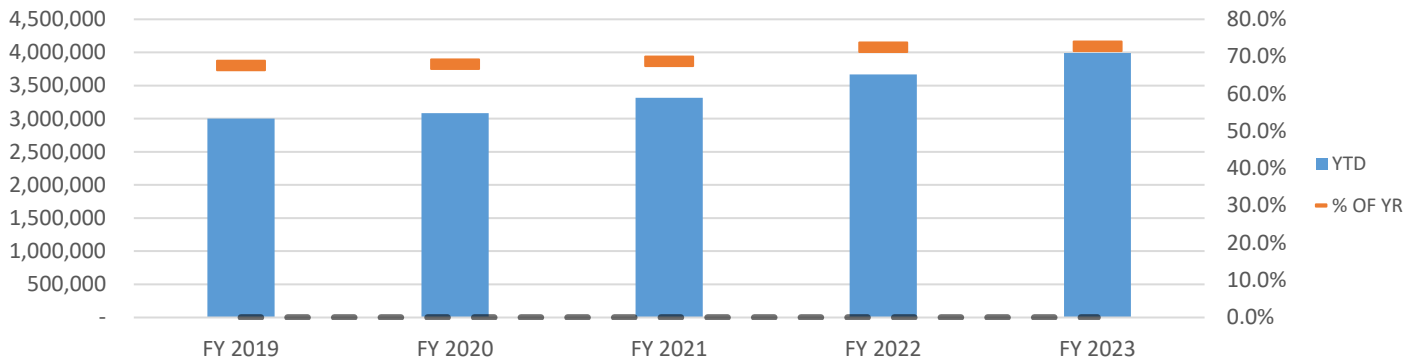
FINANCIAL STATEMENT REVENUE HIGHLIGHTS

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

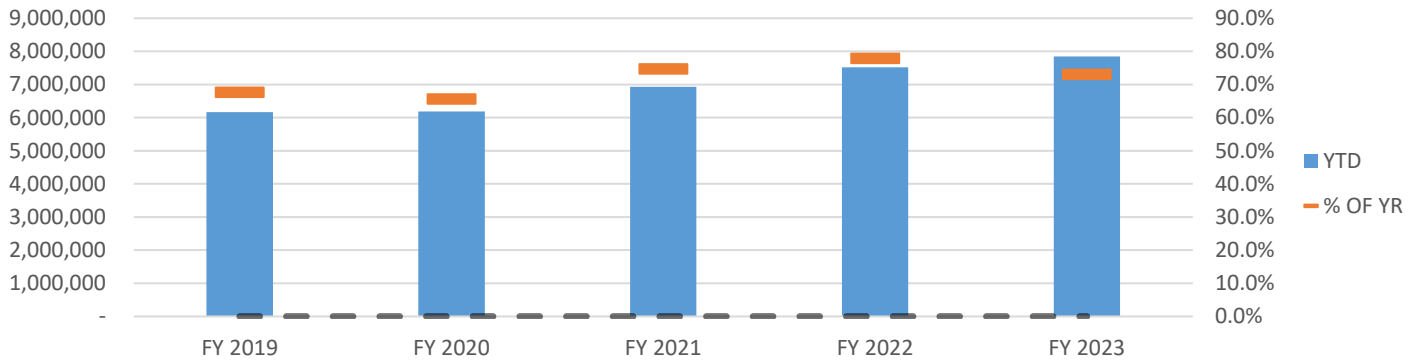
GENERAL FUND SALES TAX



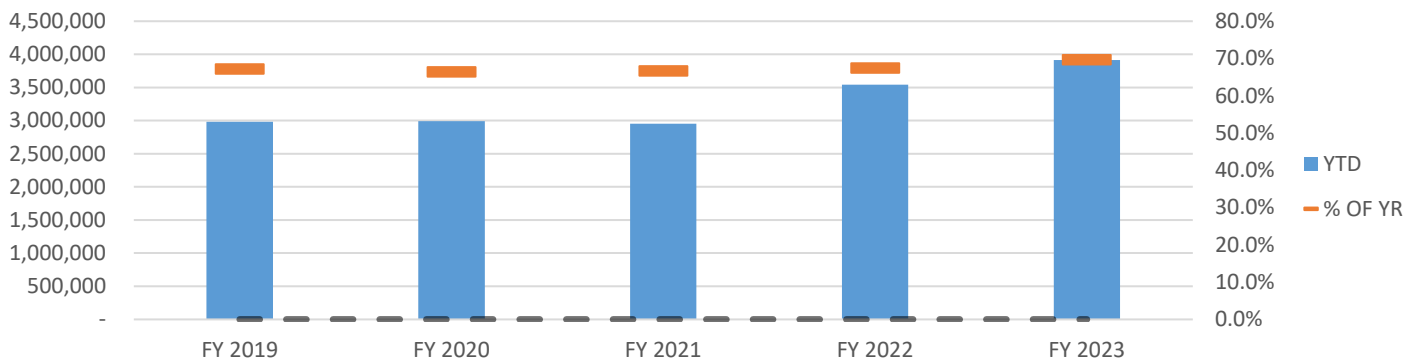
WASTEWATER FEES



WATER FEES



SANITATION FEES



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

67% 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	\$ 16,457,122	\$ 10,971,415	\$ 12,173,347	\$ -	\$ 12,173,347	74.0%	\$ 11,817,527	74.7%
Gross Receipt Tax	1,851,300	1,234,200	1,105,508	-	1,105,508	59.7%	926,054	74.6%
Licenses and Permits	266,700	177,800	206,711	-	206,711	77.5%	228,258	100.3%
Intergovernmental	739,100	492,733	501,531	-	501,531	67.9%	3,614,064	103.8%
Charges for Services	521,300	347,533	366,740	-	366,740	70.4%	375,528	74.0%
Court Costs	139,800	93,200	126,113	-	126,113	90.2%	89,210	70.6%
Police/Traffic Fines	525,000	350,000	270,022	-	270,022	51.4%	250,308	48.8%
Parking Fines	54,800	36,533	33,295	-	33,295	60.8%	30,380	48.4%
Other Fines	67,000	44,667	46,043	-	46,043	68.7%	41,158	62.3%
Investment Income	100,000	66,667	504,678	-	504,678	504.7%	66,667	40.1%
Miscellaneous Income	396,400	264,267	379,584	-	379,584	95.8%	520,677	83.8%
Transfers In	9,170,941	6,113,961	6,113,965	-	6,113,965	66.7%	3,451,062	70.8%
Total	<u>\$ 30,289,463</u>	<u>\$ 20,192,976</u>	<u>\$ 21,827,537</u>	<u>\$ -</u>	<u>\$ 21,827,537</u>	72.1%	<u>\$ 21,410,893</u>	77.3%
Expenditures:								
General Government	\$ 8,138,777	\$ 5,425,851	\$ 5,078,398	\$ 452,481	\$ 5,530,879	68.0%	\$ 4,943,701	69.5%
Public Safety	15,764,748	10,509,832	10,244,692	239,965	10,484,657	66.5%	9,493,009	78.8%
Street	1,843,488	1,228,992	1,220,833	22,395	1,243,228	67.4%	1,064,951	71.0%
Culture and Recreation	3,494,816	2,329,877	2,119,385	53,302	2,172,687	62.2%	1,981,394	71.7%
Transfers Out	4,011,107	2,674,071	2,674,087	-	2,674,087	66.7%	2,225,700	75.5%
Reserves	910,925	607,283	-	-	-	0.0%	-	N.A.
Total	<u>\$ 34,163,861</u>	<u>\$ 22,775,906</u>	<u>\$ 21,337,395</u>	<u>\$ 768,143</u>	<u>\$ 22,105,538</u>	64.7%	<u>\$ 19,708,755</u>	74.7%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 4,261,660					
Net Revenue (Expense)			<u>490,142</u>					
Ending Fund Balance			<u>\$ 4,751,802</u>					

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

67% 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	\$ 3,666,063	\$ 3,997,621	\$ -	\$ 3,997,621	72.7%	\$ 3,673,248	73.7%
Investment Income	-	-	27,077	-	27,077	N.A.	-	0.0%
Debt Proceeds	45,000,000	30,000,000	-	-	-	0.0%	-	N.A.
Miscellaneous	30,800	20,533	165,437	-	165,437	537.1%	100,204	492.2%
Total	\$ 50,529,894	\$ 33,686,596	\$ 4,190,135	\$ -	\$ 4,190,135	8.3%	\$ 3,773,452	75.4%
Expenditures:								
Wastewater Plant	\$ 2,704,296	\$ 1,802,864	\$ 1,790,883	\$ 882,567	\$ 2,673,450	98.9%	\$ 2,392,178	97.2%
Wastewater Maint	902,048	601,365	446,613	14,453	461,066	51.1%	498,688	76.3%
BMA Expenses	28,400	18,933	27,870	-	27,870	98.1%	13,986	N.A.
Transfers Out	1,647,574	1,098,383	1,095,054	-	1,095,054	66.5%	1,017,344	70.6%
Reserves	83,049	55,366	-	-	-	0.0%	-	N.A.
Total	\$ 5,365,367	\$ 3,576,911	\$ 3,360,420	\$ 897,020	\$ 4,257,440	79.4%	\$ 3,922,196	86.1%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 1,859,443					
Net Revenue (Expense)			829,715					
Ending Fund Balance			\$ 2,689,158					

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

67% 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	\$ 7,559,826	\$ 8,248,585	\$ -	\$ 8,248,585	72.7%	\$ 7,889,222	75.0%
Investment Income	-	-	44,235	-	44,235	N.A.	-	0.0%
Debt Proceeds	7,500,000	5,000,000	-	-	-	0.0%	-	N.A.
Miscellaneous	-	-	2,683	-	2,683	N.A.	7,168	709.7%
Total	<u>\$ 18,839,739</u>	<u>\$ 12,559,826</u>	<u>\$ 8,295,503</u>	<u>\$ -</u>	<u>\$ 8,295,503</u>	44.0%	<u>\$ 7,896,390</u>	75.1%
Expenditures:								
Water Plant	\$ 3,379,179	\$ 2,252,786	\$ 2,458,226	\$ 99,713	\$ 2,557,939	75.7%	\$ 1,922,304	69.1%
Water Administration	385,958	257,305	244,146	16,318	260,464	67.5%	249,050	73.8%
Water Distribution	2,088,999	1,392,666	1,099,446	104,856	1,204,302	57.6%	1,053,687	78.1%
BMA Expenses	10,447,970	6,965,313	3,165,567	905,138	4,070,705	39.0%	1,471,015	49.3%
Transfers Out	2,569,382	1,712,921	1,712,926	-	1,712,926	66.7%	1,587,026	70.9%
Reserves	174,039	116,026	-	-	-	0.0%	-	N.A.
Total	<u>\$ 19,045,527</u>	<u>\$ 12,697,017</u>	<u>\$ 8,680,311</u>	<u>\$ 1,126,025</u>	<u>\$ 9,806,336</u>	51.5%	<u>\$ 6,283,082</u>	64.8%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 9,871,860					
Net Revenue (Expense)			<u>(384,808)</u>					
Ending Fund Balance			<u>\$ 9,487,052</u>					

SANITATION FUND

Statement of Revenue, Expenditures, and Changes in Fund Balances

67% 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	\$ 3,743,305	\$ 3,840,053	\$ -	\$ 3,840,053	68.4%	\$ 3,476,891	79.1%
Investment Income	-	-	-	-	-	N.A.	-	N.A.
Miscellaneous	181,103	45,669	106,776	-	106,776	59.0%	100,489	72.1%
Transfers In	-	-	-	-	-	N.A.	-	0.0%
Total	\$ 5,796,060	\$ 3,788,974	\$ 3,946,829	\$ -	\$ 3,946,829	68.1%	\$ 3,577,380	78.5%
Expenditures:								
Sanitation	\$ 3,449,968	\$ 2,299,979	\$ 2,149,962	\$ 234,478	\$ 2,384,440	69.1%	\$ 2,240,398	76.2%
Transfers Out	2,647,446	1,764,964	1,764,966	-	1,764,966	66.7%	1,506,124	85.5%
Reserves	118,724	79,149	-	-	-	0.0%	-	N.A.
Total	\$ 6,216,138	\$ 4,144,092	\$ 3,914,928	\$ 234,478	\$ 4,149,406	66.8%	\$ 3,746,522	79.7%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 271,101					
Net Revenue (Expense)			<u>31,901</u>					
Ending Fund Balance			<u>\$ 303,002</u>					

ALL OTHER FUNDS

Revenue Budget Report - Budget Basis

67% of Year Lapsed

	<u>Budget</u>	<u>Actuals</u>	<u>Percent of Budget</u>
Special Revenue Funds:			
Economic Development Fund	1,830,242	1,388,102	76%
E-911 Fund	1,207,233	854,313	71%
Special Library Fund	88,000	135,198	154%
Special Museum Fund	-	36,040	N/A
Municipal Airport Fund	504,038	458,420	91%
Harshfield Library Donation Fund	-	10,987	N/A
Restricted Revenue Fund	106,006	44,550	42%
Golf Course Memorial Fund	-	2,696	N/A
CDBG-COVID	-	79,331	N/A
ARPA	3,186,219	3,186,294	100%
Justice Assistance Grant Fund	-	-	N/A
Neighborhood Park Fund	-	742	N/A
Cemetery Care Fund	3,000	2,196	73%
Debt Service Fund	4,156,550	3,803,467	92%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	3,095,683	2,411,813	78%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	-	31,975	N/A
Wastewater Regulatory Capital Fund	-	18,123	N/A
City Hall Capital Improvement Fund	11,400	50,733	445%
Storm Drainage Capital Improvement Fund	-	2,861	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	342,550	63%
Sooner Pool Operating Fund	49,871	33,251	67%
Frontier Pool Operating Fund	60,921	40,617	67%
Municipal Airport Operating	391,174	451,831	116%
Internal Service Funds:			
Worker's Compensation Fund	100,287	80,301	80%
Health Insurance Fund	3,781,152	2,777,562	73%
Auto Collision Insurance Fund	75,000	51,175	68%
Stabilization Reserve Fund	1,722,643	1,148,435	67%
Capital Improvement Reserve Fund	7,296,227	5,163,390	71%
Mausoleum Trust Fund	-	181	N/A

ALL OTHER FUNDS

Expenditure Budget Report - Budget Basis

67% of Year Lapsed

	<u>Budget</u>	<u>Actuals</u>	<u>Percent of Budget</u>
Special Revenue Funds:			
Economic Development Fund	4,536,236	1,228,267	27%
E-911 Fund	1,228,358	758,033	62%
Special Library Fund	226,500	105,122	46%
Special Museum Fund	41,500	19,590	47%
Municipal Airport Fund	745,481	691,507	93%
Harshfield Library Donation Fund	451,492	168,680	37%
Restricted Revenue Fund	346,646	33,710	10%
Golf Course Memorial Fund	34,307	33,269	97%
CDBG-COVID	501,706	501,706	100%
ARPA	3,609,713	2,406,477	67%
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	3,491,142	77%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	97,435	83,155	85%
Wastewater Regulatory Capital Fund	784,684	241,586	31%
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	238,133	121%
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	-	22,372	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	160,692	51%
2019A G.O. Bond Fund	669,535	328,479	49%
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	4,051,903	43%
Proprietary Funds:			
Adams Golf Course Operating Fund	628,362	473,019	75%
Sooner Pool Operating Fund	51,041	50,719	99%
Frontier Pool Operating Fund	64,020	60,819	95%
Municipal Airport Operating	622,990	420,595	68%
Internal Service Funds:			
Worker's Compensation Fund	430,000	108,023	25%
Health Insurance Fund	4,155,209	3,046,704	73%
Auto Collision Insurance Fund	443,559	49,705	11%
Stabilization Reserve Fund	10,211,008	-	0%
Capital Improvement Reserve Fund	7,736,297	3,680,869	48%
Mausoleum Trust Fund	8,185	-	0%

ALL OTHER FUNDS

Fund Balance Report - Modified Cash Basis

67% of Year Lapsed

	<u>Beginning of Year</u>	<u>Change</u>	<u>Current</u>
Special Revenue Funds:			
Economic Development Fund	2,976,150	459,599	3,435,749
E-911 Fund	42,136	96,958	139,094
Special Library Fund	300,317	39,237	339,554
Special Museum Fund	129,805	16,450	146,255
Municipal Airport Fund	258,862	(131,574)	127,288
Harshfield Library Donation Fund	611,905	(153,290)	458,615
Restricted Revenue Fund	371,829	13,378	385,207
Golf Course Memorial Fund	31,449	(19,918)	11,531
CDBG-COVID	(71,679)	63,003	(8,676)
ARPA	2,186,371	779,817	2,966,188
Justice Assistance Grant Fund	7,619	-	7,619
Neighborhood Park Fund	27,722	742	28,464
Cemetery Care Fund	8,234	862	9,096
Debt Service Fund	3,383,622	1,858,966	5,242,588
Capital Project Funds:			
Sales Tax Capital Improvement Fund	3,179,987	244,733	3,424,720
Park Capital Improvement Fund	-	-	-
Wastewater Capital Improvement Fund	125,314	11,699	137,013
Wastewater Regulatory Capital Fund	805,587	(223,463)	582,124
City Hall Capital Improvement Fund	74,009	49,164	123,173
Storm Drainage Capital Improvement Fund	52,981	2,861	55,842
Community Development Block Grant Fund	-	(18,325)	(18,325)
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	(135,564)	17,147
2019A G.O. Bond Fund	657,231	(238,484)	418,747
2019B G.O. Bond Fund	397,717	-	397,717
2021A G.O. Bond Fund	1,079,080	(36,343)	1,042,737
2022A G.O. Bond Fund	9,370,025	(1,799,536)	7,570,489
Proprietary Funds:			
Adams Golf Course Operating Fund	56,999	(56,978)	21
Sooner Pool Operating Fund	23,650	(16,905)	6,745
Frontier Pool Operating Fund	14,708	(8,537)	6,171
Municipal Airport Operating	246,207	44,172	290,379
Internal Service Funds:			
Worker's Compensation Fund	248,341	(5,461)	242,880
Health Insurance Fund	291,251	(196,573)	94,678
Auto Collision Insurance Fund	477,623	3,236	480,859
Stabilization Reserve Fund	10,211,008	1,148,435	11,359,443
Capital Improvement Reserve Fund	12,762,925	2,670,447	15,433,372
Mausoleum Trust Fund	7,813	181	7,994



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.

Wastewater Magnetic Flow Meters
Bid No. 2022-2023-016

INSTRUCTIONS TO BIDDERS

Bidder shall complete every space in Bidders Proposal Column. Any variances from the bids specification must be noted.

Mail the entire BID PACKET with the completed NON-COLLUSION AFFIDAVIT to:

**City of Bartlesville
City Clerk
401 South Johnstone Ave.
Bartlesville, OK 74003**

Bids must be received by 2:00 p.m. Tuesday, March 28, 2023

PLEASE INDICATE BID NUMBER (2022-2023-016) ON THE OUTSIDE OF THE MAILING ENVELOPE.

IF BID NUMBER IS NOT ON THE ENVELOPE, YOUR BID WILL BE DISQUALIFIED.

If you wish to obtain a copy of the bid results, please **include with your bid, a letter requesting a copy of the bid results that contains an email address where we may forward an electronic copy of the results.**

If you have any questions regarding these specifications, please contact Terry Lauritsen, Director of Water Utilities at 918-338-4107.

THE CITY OF BARTLESVILLE RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS OR PORTIONS THEREOF AND TO WAIVE ANY INFORMALITIES.

BID REVIEW RECOMMENDATION

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A. SUBJECT:

Discuss and take action to award Bid No. 2022-2023-016 for Magnetic Flow Meters, various sizes

B. ATTACHMENTS:

Bid Tabulation

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

A. PROJECT DESCRIPTION:

One of the projects approved this fiscal year through the wastewater plant capital funds is to install wastewater flow meters at the Hillcrest, Golf Course, Virginia, Maple and Nebraska lift stations. The bid is a material bid for various sizes of flow meters with staff handling the installation at the respective lift stations. These flow meters will be installed on the discharge side of the pump stations and will enable staff to manage the collection and treatment system more efficiently.

B. COMMENTS:

In addition to advertising in the local newspaper, Dodge Reports, E-Plan Bidding, and Southwest Construction News, two (2) suppliers obtained copies of the bid documents and one (1) supplier submitted a bid. The total bid amount is shown below:

Vector Controls LLC (Tulsa, OK) \$28,253.42

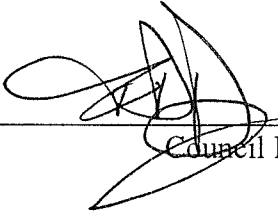
The bid was evaluated for line-item prices, and arithmetic. The bid has all of the necessary components and the proposed products meets all specifications.

C. BUDGET AMOUNT:

\$100,000 is budgeted for the overall project with the flow meter component estimated at \$35,000. The low bid by Vector Controls is within the available budget.

III. RECOMMENDED ACTION

Staff recommends awarding the bid to Vector Controls, LLC for \$28,253.42.



Council Member

3-29-23

Date

BID TABULATION

Project: Magnetic Flow Meters, various sizes

Bid Date: March 28, 2023 - 2 pm

Bid Number: 2022-2023-016

Item #	Description	Quantity	Vector Controls, LLC	
			Unit Price	Total
1	16 inch IP 68 Inline Full Bore Magnetic Flow Meter w/ 60' cable	1	\$ 7,766.11	\$ 7,766.11
2	14 inch IP 68 Inline Full Bore Magnetic Flow Meter w/ 60' cable	1	\$ 6,920.40	\$ 6,920.40
3	10 inch IP 68 Inline Full Bore Magnetic Flow Meter w/ 80' cable	1	\$ 5,213.17	\$ 5,213.17
4	8 inch IP 68 Inline Full Bore Magnetic Flow Meter w/ 60' cable	2	\$ 4,176.87	\$ 8,353.74
			Total Bid Amount	\$ 28,253.42

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Public hearing to discuss and take possible action to adopt an Ordinance to change the boundaries of the five wards in the City of Bartlesville, redefining the boundaries of said wards, and repealing all ordinances or parts of ordinances in conflict.

Attachments:

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

The Oklahoma State Statutes (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

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 with associated population data. The map at Exhibit C displays the proposed changed ward boundaries with associated population data.

Discussion of proposed changes to the ward boundaries occurred at the City Council meeting of February 6, 2023. Per Oklahoma State Statutes, a change in ward boundaries was proposed by resolution of City Council on March 6, 2023, with direction to City staff to publish notice of said change.

Per Oklahoma State Statutes and the City Charter, staff published in the Bartlesville Examiner-Enterprise newspaper a 30-day notice of the proposed ward map change, and the date, time and place of the City Council meeting to be held on Monday, April 3, 2023. See Exhibit D. The notice was published on Friday, March 3, 2023. The notice contained the heading, "Notice of Public Hearing" and stated that all parties interested in the matter are notified that they may appear at the City Council Meeting on April 3rd and make known their desires at this public hearing.

After the thirty-day notice period, on Monday, April 3, 2023, the City Council may make the proposed changes by an ordinance (Exhibit E) that is approved by a two-thirds (2/3) vote of its members.

III. RECOMMENDED ACTION

City staff recommends that Council approve the proposed ordinance to be adopted at the April 3rd 2023 City Council Meeting.

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.

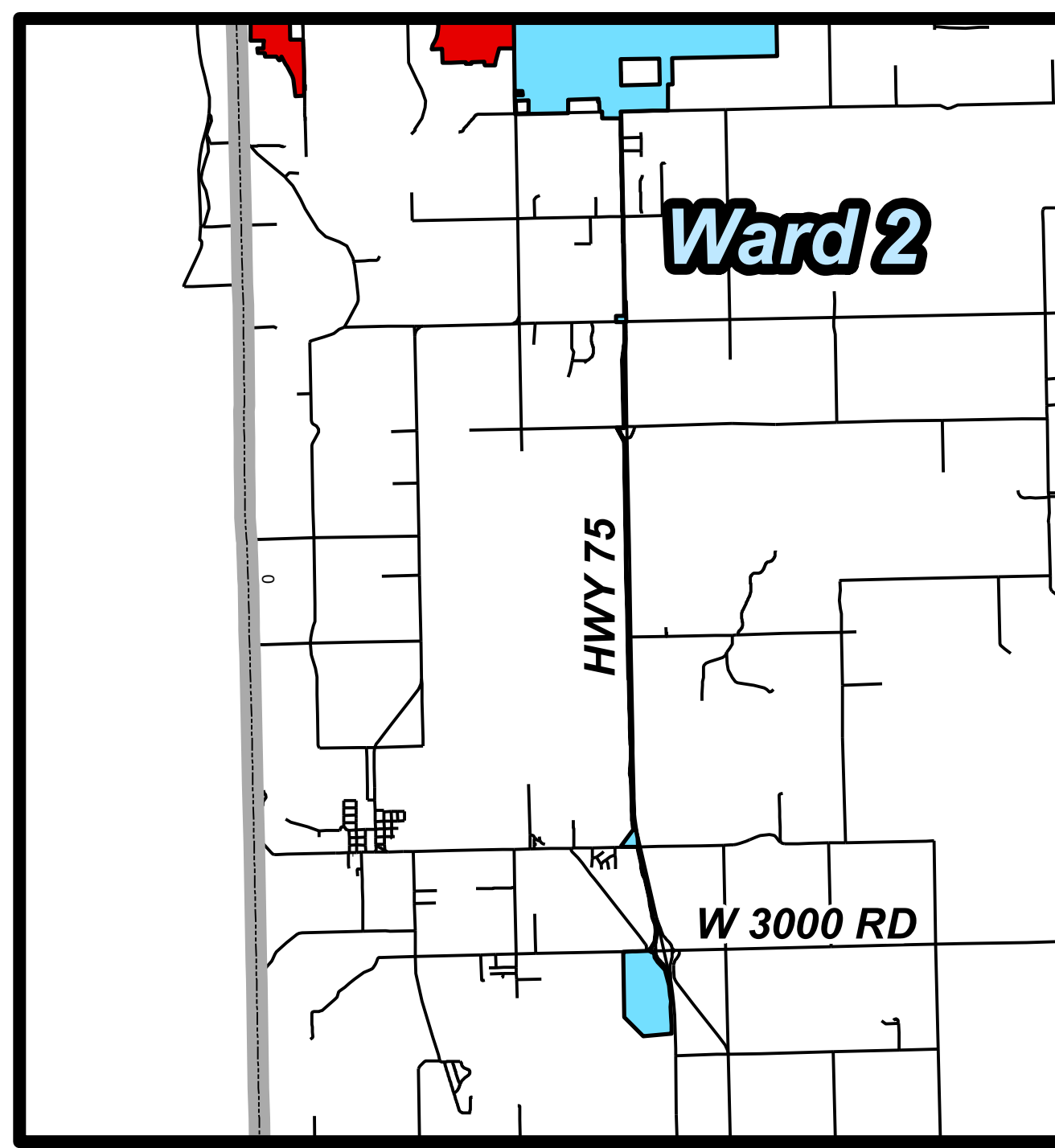
§11-20-105. Effect of change.

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.

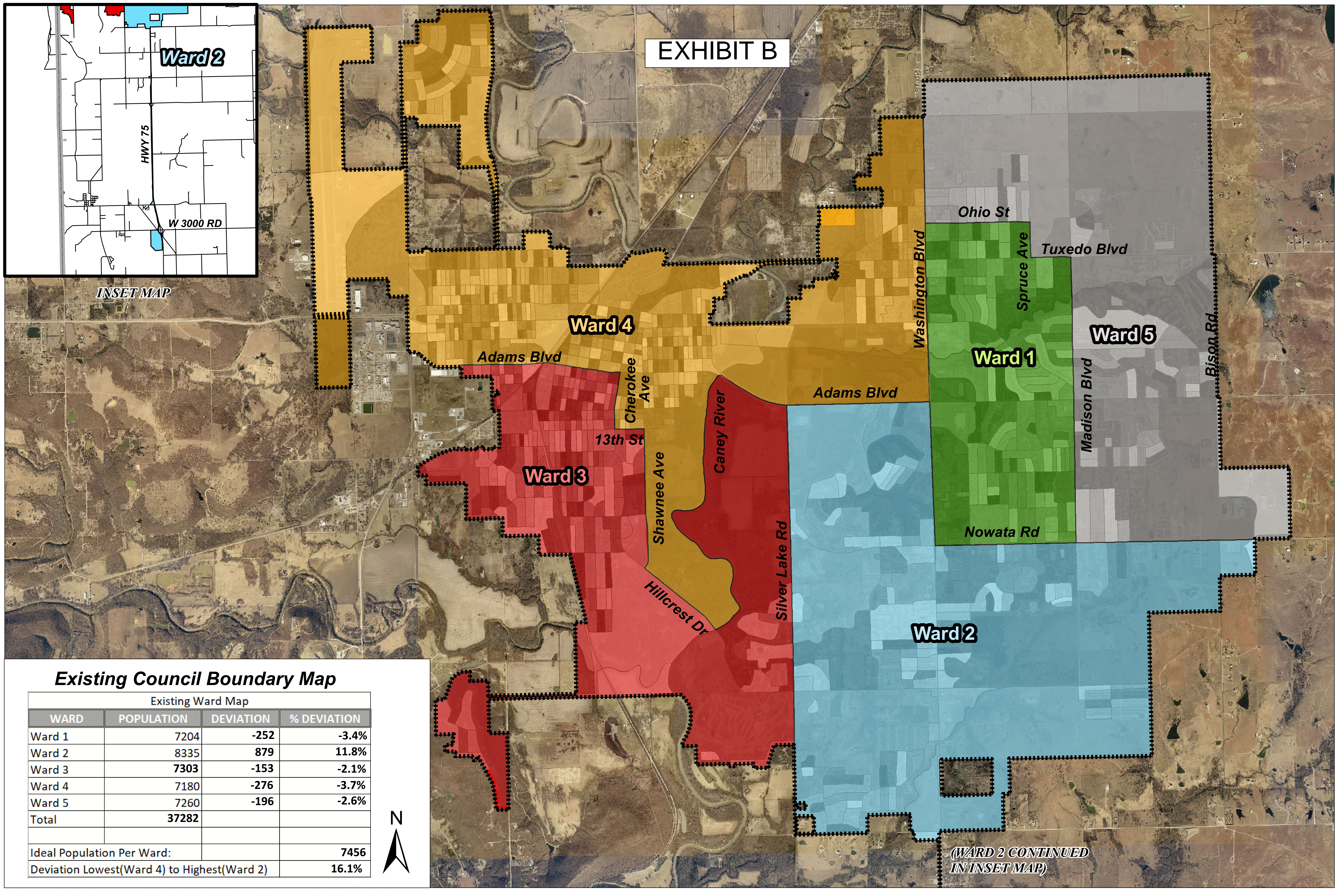
§11-20-106. Record of change.

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

EXHIBIT B



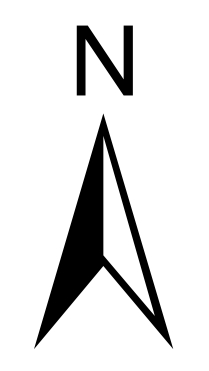
INSET MAP



Existing Council Boundary Map

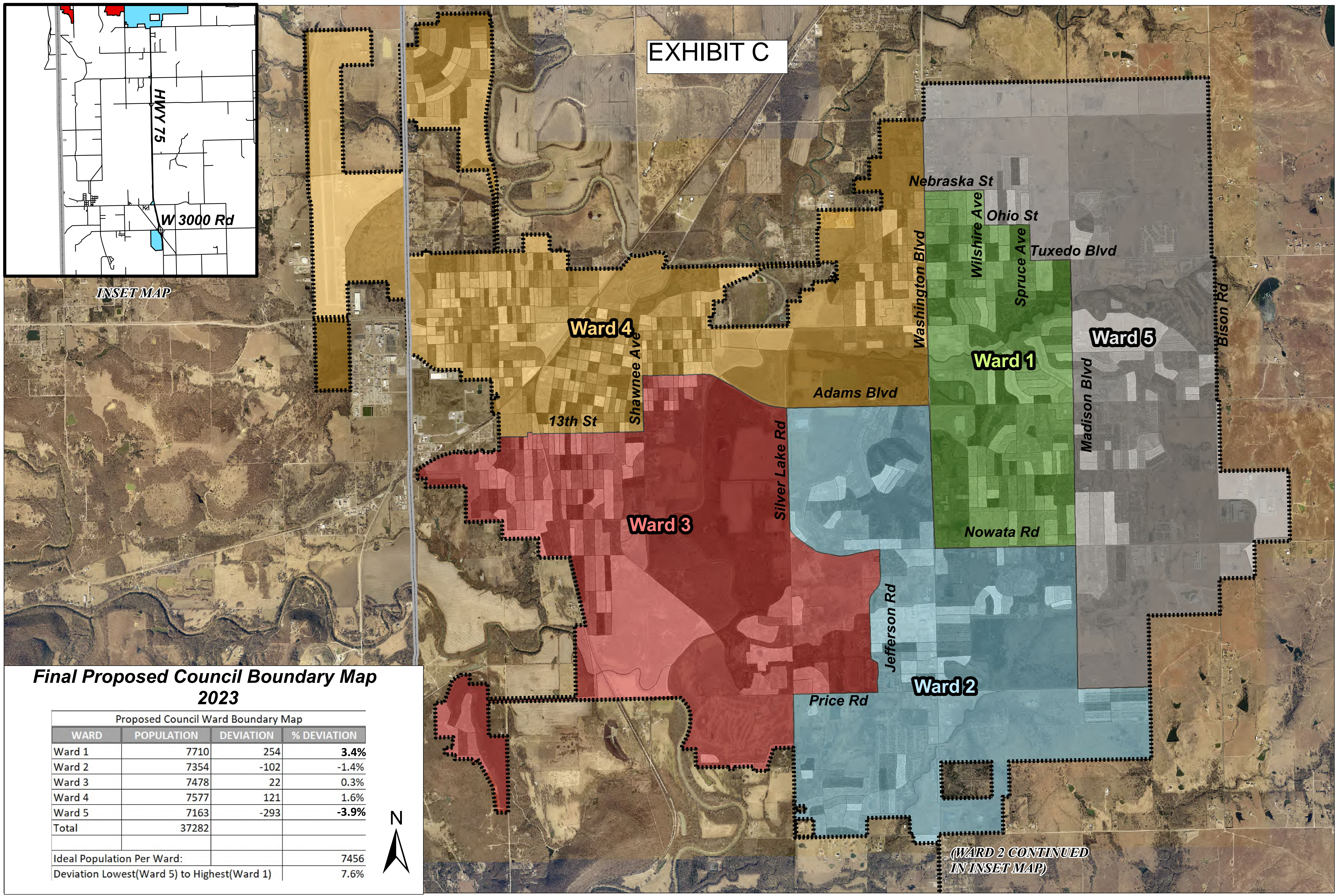
Existing Ward Map

WARD	POPULATION	DEVIATION	% DEVIATION
Ward 1	7204	-252	-3.4%
Ward 2	8335	879	11.8%
Ward 3	7303	-153	-2.1%
Ward 4	7180	-276	-3.7%
Ward 5	7260	-196	-2.6%
Total	37282		
Ideal Population Per Ward:			7456
Deviation Lowest(Ward 4) to Highest(Ward 2)			16.1%



(WARD 2 CONTINUED IN INSET MAP)

EXHIBIT C

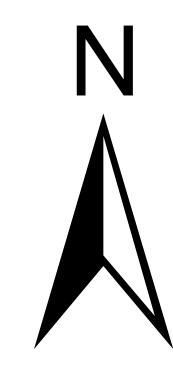


INSET MAP

Final Proposed Council Boundary Map 2023

Proposed Council Ward Boundary Map			
WARD	POPULATION	DEVIATION	% DEVIATION
Ward 1	7710	254	3.4%
Ward 2	7354	-102	-1.4%
Ward 3	7478	22	0.3%
Ward 4	7577	121	1.6%
Ward 5	7163	-293	-3.9%
Total	37282		

Ideal Population Per Ward: 7456
 Deviation Lowest(Ward 5) to Highest(Ward 1) 7.6%



(WARD 2 CONTINUED IN INSET MAP)

Winter fuel

Continued from Page 1A

Drummond's office.

Following the 2021 winter storm, the state agreed to let Oklahoma utility companies use state bonds to pay off the nearly \$3 billion in costs and recoup that money from customers over the next two decades.

State officials have claimed it was the best option for paying off the high costs, but some have continued to question why Oklahomans were on the hook for billions, especially as utility rates have recently increased.

This week, the Oklahoma Corporation Commission also voted to hire an outside official to reexamine how high

natural gas costs were recovered after the 2021 winter storm.

The measure instructs the agency's public utilities division and the attorney general to work together to hire an outside firm.

Commission Chairman Todd Hiatt said he proposed the measure to assure the public, not because he had concerns.

"There has been a lot of misinformation placed in the public domain, and it has created a lot of confusion with the consumer," Hiatt told The Oklahoman.

At a time when fuel costs have led to higher gas and electric bills for most Oklahomans, Hiatt said he wanted the public to feel confident in how the state paid back high costs from the 2021 storm.

NOTICE OF PUBLIC HEARING

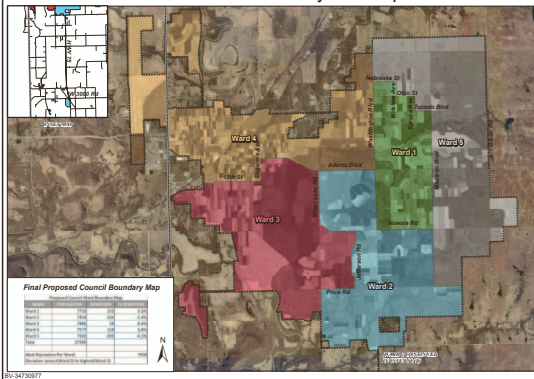
NOTICE IS HEREBY GIVEN that on the 3rd day of April, 2023, the City Council of the City of Bartlesville, Oklahoma will hold a meeting at 5:30 p.m. in the City Council Room, City Hall, City of Bartlesville, 401 S. Johnstone Avenue, Bartlesville, Oklahoma, and at said time will consider a plan for changing the City ward boundaries for the purpose of balancing the population of each ward. The proposed ward boundaries would be as depicted on the attached map.

A full-sized map and additional information regarding this proposal is contained on file at City Hall, 401 S. Johnstone Ave., Bartlesville, OK 74003 and may be examined or copied weekdays 8:00 a.m. to 5:00 p.m.

All parties interested in the above matter are hereby notified that they may appear at said meeting and make known their desires at this public hearing.

Dated this 3rd day of March, 2023.

s/ Larry R. Curtis
Larry R. Curtis
Community Development Director



President Joe Biden thanked Department of Homeland Security employees for their service, saying that because of them the country is safer and stronger. "We owe you," he said. BRENDAN SMIALOWSKI/AFP VIA GETTY IMAGES

Born after 9/11, Homeland Security marks 20 years

Rebecca Santana
ASSOCIATED PRESS

WASHINGTON – A federal agency born in the aftermath of Sept. 11, 2001, when the primary concern was stopping terrorists from entering the U.S. is changing to meet new challenges, said the secretary of homeland security as he marked its 20-year anniversary during a ceremony Wednesday.

Alejandro Mayorkas highlighted emerging threats such as cybersecurity attacks and lone offenders radicalized online, but the Department of Homeland Security is perhaps most in the spotlight for its role in the country's immigration debate.

"We have adapted and built capabilities to address the threats and challenges as they have evolved," Mayorkas told a crowd assembled at the agency's Washington headquarters. "We were created 20 years ago in the largest restructuring of the federal government since World War II. Now we are a critical part of people's lives, interacting with the American people on a daily basis more than any other department or agency in the federal government."

Hundreds of people from across the department – the third largest in the

federal government with 260,000 employees – gathered to mark the occasion, among them the heads of some of the various agencies that make up DHS, including the Transportation Security Administration, the Cybersecurity & Infrastructure Security Agency and the Secret Service.

Former President George W. Bush appeared in a video message, as did the agency's first head, former Pennsylvania Gov. Tom Ridge. President Joe Biden thanked DHS employees for their service, saying that because of them the country is safer and stronger.

"We owe you," he said. The Department of Homeland Security was created in the aftermath of the Sept. 11 terrorist attacks. It was compiled from 22 federal agencies or departments whose responsibilities ranged from Border Patrol agents on horseback to Federal Emergency Management Agency personnel inspecting damaged homes after hurricanes to Coast Guard personnel teaching boaters about marine safety.

But in recent years, other issues have taken center stage at DHS, including immigration, cybersecurity, the rise of domestic extremism and the coronavirus pandemic.

BARTLESVILLE WEATHER

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TODAY	TONIGHT	SATURDAY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY
59°	32°	62° / 42°	74° / 53°	71° / 42°	51° / 37°	53° / 37°	48° / 33°
A little morning rain; milder	Mainly clear	Partly sunny	Partly sunny, breezy and milder	Partly sunny and mild	A stray t-storm; breezy and cooler	Cloudy with a thunderstorm	Periods of rain
POP: 65%	POP: 0%	POP: 0%	POP: 5%	POP: 5%	POP: 45%	POP: 55%	POP: 60%
Wind: NNW 7-14 mph	Wind: S 4-8 mph	Wind: ENE 6-12 mph	Wind: S 10-20 mph	Wind: N 7-14 mph	Wind: NNE 10-20 mph	Wind: ESE 8-16 mph	Wind: E 6-12 mph

ALMANAC

Bartlesville through 1 p.m. Thursday

TEMPERATURE
High/low: 51°/41°
Normal month: 57°/31°
Last year's high/low: 83°/29°
Record high: 85° in 1976
Record low: 6° in 2014

PRECIPITATION
Through 1 p.m. Thu.: 0.00"
Month to date: 0.00"
Normal month to date: 0.15"
Year to date: 2.33"
Normal year to date: 3.56"
Last year to date: 1.83"
Normal for the year: 40.25"

TODAY'S UV INDEX
8 a.m. 10 a.m. Noon 2 p.m. 4 p.m. 6 p.m.
0 1 2 3 1 0

REGIONAL CITIES

City	Today	Sat.
Branson, MO	47/31/r	63/43/pc
Fayetteville, AR	51/28/r	65/44/s
Joplin, MO	49/36/sn	62/44/c
Lawton	63/38/s	67/46/s
Muskogee	57/38/r	64/47/pc
Oklahoma City	60/37/s	63/48/s
Parsons, KS	55/33/c	60/40/c
Springdale, AR	49/34/r	63/44/s
Springfield, MO	45/31/sn	61/41/c
Stillwater	61/35/pc	64/48/pc
Tulsa	58/38/r	63/47/s
Wichita, KS	58/35/pc	59/45/c

NATIONAL CITIES

City	Today	Sat.	Today	Sat.
	Hi/Lo/W	Hi/Lo/W	Hi/Lo/W	Hi/Lo/W
Albuquerque	55/29/s	57/36/s	61/44/s	60/46/pc
Anchorage	17/-4/s	10/0/s	66/38/r	59/38/pc
Atlanta	76/51/r	67/45/s	65/41/r	62/43/s
Atlantic City	47/44/r	54/37/pc	87/74/c	93/69/s
Austin	75/41/s	79/47/s	37/30/sn	49/31/c
Baltimore	47/42/r	54/35/pc	38/25/pc	39/20/c
Boston	43/34/pc	38/31/sn	69/42/r	61/39/pc
Buffalo	40/33/sn	37/32/sn	76/57/r	71/58/s
Charleston, SC	81/62/pc	81/51/pc	45/38/pc	46/35/r
Charleston, WV	63/39/r	51/32/c	51/28/c	49/34/pc
Charlotte	74/53/r	70/40/s	89/67/c	87/68/pc
Chicago	36/29/sn	44/30/c	46/39/r	53/35/pc
Cincinnati	60/35/r	55/37/s	63/43/s	68/47/s
Cleveland	45/34/sn	43/35/sn	44/36/r	44/32/c
Dallas	65/46/pc	76/53/s	39/20/c	41/22/pc
Denver	46/21/c	42/30/pc	58/51/r	63/37/s
Des Moines	50/30/pc	48/32/c	38/33/r	60/39/pc
Detroit	37/33/sn	43/30/c	39/24/sf	43/30/pc
Fl Pkcn	63/39/s	71/46/s	77/48/s	80/59/s

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 April 3, 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 March 3, 2023; 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 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 northwestly 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 northwestly 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.

WARD 5

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: The boundaries of the Wards of the City of Bartlesville, Oklahoma as described in Section 1 of this ordinance are general in nature, and the Bartlesville Ward Boundaries Map of the City of Bartlesville attached hereto is the official map for determining the official boundary lines of said Wards. In the event that the description of the Ward Boundaries in Section 1 of this ordinance are at variance with the official Bartlesville Ward Boundaries Map, then the Ward Boundaries that are defined by the official Bartlesville Ward Boundaries Map on file in the office of the City Clerk shall prevail in the determination of the official Ward Boundary Lines for the City of Bartlesville, Oklahoma.

Section 3: The official Bartlesville Ward Boundaries Map shall be on file at the office of the City Clerk of the City of Bartlesville, Oklahoma for public review.

Section 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed. Specifically repealed is Ordinance No. 3463.

Section 5: This ordinance shall be in full force and effect upon publication.

PASSED by the City Council of the City of Bartlesville, Oklahoma, and **APPROVED** by the Mayor this 3rd day of April, 2023.

Dale Copeland, Mayor

ATTEST:

Jason Muninger, City Clerk

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to ratify an Agreement with Oklahomans for Equality (“OKEQ”) relating to drag performances in public parks from April 1, 2023 to March 31, 2024.

Attachments:

Proposed Agreement

II. STAFF COMMENTS AND ANALYSIS

OKEQ held its annual “Pride” celebration at Unity Square on or about September 10, 2022 which event featured drag queen performances. Following the September 10, 2022 event, the City received a petition with over 2,000 signatures objecting to adult entertainment in public venues. The drag queen performance at OKEQ’s September 10, 2022 event has remained the subject of considerable controversy within the Bartlesville community. At least 14 states are now considering legislation which would regulate drag shows¹. The Oklahoma legislature is currently considering Senate Bill 503 and House Bill 2186 which would regulate drag performances in Oklahoma. Any law or local ordinance passed to regulate drag performances, whether in Oklahoma or in another state, is likely to face legal challenges by interested groups. OKEQ vigorously denies that its Pride event on September 10, 2023 violated any laws, and maintains that drag performances constitute protected speech under the first amendment to the United States Constitution. The City and OKEQ acknowledge that the law relating to drag performances in public spaces is currently in flux and uncertain. OKEQ has indicated to City staff that it desires to hold additional Pride celebrations in Bartlesville in 2023.

For the purpose of promoting public safety at Pride events in the City of Bartlesville, and to avoid the need and expense of litigation, the City and OKEQ have negotiated an agreement concerning the OKEQ Pride celebrations to be held in Bartlesville in 2023. In particular, this Agreement provides that OKEQ will hold any drag performances indoors or on private property during the term of the Agreement. The term of the agreement is one year. In return, the City will agree to take no action to regulate or prohibit drag performances for one year and to provide uniformed police as security for OKEQ’s event.

It is the intent of this agreement to provide a “cooling off” period that will enhance public safety at OKEQ’s event, and provide additional time for the law relating to regulation or prohibition of drag performances to develop. Neither OKEQ nor the City will be bound by these terms after the expiration of the agreement. Staff believes that the legal requirements for the prohibition and/or regulation of drag performances in public spaces will be more fully developed following the term of this Agreement, allowing the Council to make a more informed decision concerning these matters at that time.

¹ See “GOP Targets Drag Shows With New Bills in at Least 14 States” by Kimberly Kindy, Washington Post February 14, 2023

III. RECOMMENDED ACTION

Staff recommends that Council ratify the proposed Agreement with OKEQ.

A G R E E M E N T

This Agreement("Agreement") is made this ____ day of March, 2023, by and between the City of Bartlesville, Oklahoma, an Oklahoma municipal corporation, (hereinafter the "City"), and Oklahoman's for Equality, Inc., an Oklahoma not for profit corporation (hereinafter "OKEQ");

W I T N E S S E T H:

WHEREAS, City is the owner of the public park known as Tower Center at Unity Square (hereinafter "Unity Square"); and

WHEREAS, OKEQ held its annual "Pride" celebration at Unity Square on or about September 10, 2022, which event featured drag queen performances; and

WHEREAS, following the September 10, 2022 Pride event, the City received a Petition with over 2,000 signatures objecting to adult entertainment in public venues; and

WHEREAS, the drag queen performance at OKEQ's September 10, 2022 Pride event has remained the subject of considerable controversy within the Bartlesville community through the date of this agreement; and

WHEREAS, at least 14 states are now considering bills which would regulate drag shows¹; and

WHEREAS, the Oklahoma legislature is currently considering Senate Bill 503 and House Bill 2186 which would regulate drag performances in Oklahoma; and

WHEREAS, any law or local ordinance passed to regulate drag performances is likely to face legal challenges by interested groups; and

WHEREAS, OKEQ vigorously denies that its Pride event on September 10, 2023 violated any laws, and maintains that drag performances constitute protected speech under the first amendment to the United States Constitution; and

¹ See "GOP Targets Drag Shows With New Bills in at Least 14 States" by Kimberly Kindy, Washington Post February 14, 2023

WHEREAS, the City and OKEQ acknowledge that the law relating to drag performances in public spaces is currently in flux and uncertain; and

WHEREAS, OKEQ desires to hold additional Pride celebrations in Bartlesville in 2023; and

WHEREAS, for the purpose of promoting public safety at Pride events in the City of Bartlesville, and to avoid the need and expense of litigation, the City and OKEQ have reached certain agreements concerning the OKEQ Pride celebrations to be held in Bartlesville in 2023 and wish to reduce the same to writing.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and OKEQ agree as follows:

1. The term of this Agreement shall be from March 1, 2023 to February 29, 2024. It is the intent of the parties to be bound by the terms of this Agreement only during the term thereof.

2. During the term of this Agreement, OKEQ agrees to limit any drag performances hosted by it, its officers, members, or affiliates to venues which are indoors unless on private property.

3. During the term of this Agreement, the City agrees to take no action to further regulate drag performances or adult entertainment. This Agreement does not prohibit the City from faithfully enforcing any local, state or federal law or ordinance in effect prior to the term of this Agreement.

4. During the term of this Agreement, the City agrees to take no action to prevent OKEQ, its officers, members or affiliates from conducting a Pride celebration.

5. During the term of this Agreement, the City agrees to provide two on-duty, uniformed officers during OKEQ's 2023 Pride celebration, at the City's sole expense, to help ensure the safety of all parties.

6. It is specifically understood that the Parties' purpose for entering into this Agreement is to promote public safety at Pride events within the City of Bartlesville, and to seek clarity on what the Parties' rights and obligations will be concerning drag performances under developing law. The terms and conditions of this Agreement shall not be presumed to operate as a waiver of any right, power or privilege claimed by either party, nor will it

be presumed to preclude any subsequent or further exercise of such right, power or privilege or the exercise of any right, power or privilege claimed by either party after the term of this Agreement.

7. To the extent that either the City or OKEQ has control over third-parties to this Agreement, they shall not suffer such third parties to conduct themselves so as to frustrate the purpose of this Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed under the day and year first above written.

CITY OF BARTLESVILLE, OKLAHOMA

By: _____
Dale Copeland,
Mayor

OKLAHOMANS FOR EQUALITY, INC.

By: _____
Name: _____
Title: _____

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action on proposed amendments to the Bartlesville Equal Access to Housing ordinance (Bartlesville Municipal Code §§ 12-176 – 12-190).

Attachments:

Proposed Amendments in Redline Format
Proposed Ordinance as Amended

II. STAFF COMMENTS AND ANALYSIS

In Agenda Item 10., City staff recommended that the Council ratify a proposed Agreement with Oklahomans for Equality (“OKEQ”). During the course of negotiating the Agreement, OKEQ requested the amendment of Bartlesville’s existing Equal Access to Housing ordinance (Bartlesville Municipal Code §§ 12-176 – 12-190) to include “familial status, sexual orientation, or gender identity.” Since Bartlesville already has an Equal Access to Housing ordinance on its books, and “familial status, sexual orientation, or gender identity” likely do not constitute legitimate basis for housing discrimination under existing law, this did not seem like an unreasonable request. This amendment is a specific consideration for OKEQ’s participation in the Agreement proposed in Agenda Item 10.. If it is not passed by the Council, OKEQ is unlikely to participate in said Agreement.

III. RECOMMENDED ACTION

Staff recommends that Council ratify the proposed amendments to the Bartlesville Equal Access to Housing ordinance (Bartlesville Municipal Code §§ 12-176 – 12-190).

ARTICLE XI. EQUAL ACCESS TO HOUSING¹

Sec. 12-176. Policy.

It is the policy of the City of Bartlesville to provide, within constitutional limitations, for fair housing throughout the city.

(Ord. No. 2865, § 1, 61995)

Sec. 12-177. Definitions.

Dwelling means any building, structure or portion thereof which is occupied as or designed or intended for occupancy as a residence by one or more families and any vacant land which is offered for sale or lease for the construction or location thereon of any such building, structure or portion thereof.

Family includes a single individual.

Person includes one (1) or more individuals, corporations, partnerships, associations, labor organizations, legal representatives, mutual companies, joint stock companies, trusts, unincorporated organizations, trustees in bankruptcy, receivers and fiduciaries.

To rent includes to lease, to sublease, to let and otherwise to grant for a consideration the right to occupy premises owned by the occupant.

Discriminatory housing practice means an act that is unlawful under sections 12178, 12179, 12180 and/or 12181.

(Ord. No. 2865, § 2, 61995)

Sec. 12-178. Unlawful practice.

Subject to the provisions of subsection (2) and section 12182, the prohibitions against discrimination in the sale or rental of housing set forth in section 12179 shall apply to:

- (1) All dwellings except as exempted by subsection (2).
- (2) Nothing in section 12179 shall apply to:
 - a. Any single-family house sold or rented by an owner, provided that such private individual owner does not own more than three (3) such single-family houses at any one (1) time; provided further that, in the case of the sale of any such single-family house by a private individual owner not residing in such house at the time of such sale or who was not the most recent resident of such house prior to such sale, the exemption granted by this subsection shall apply only with respect to one (1) such sale within any twenty-four (24) month period; provided further that such bona fide private individual owner does not own any interest in, nor is there owned or reserved on his behalf, under any express or voluntary agreement, title to or any right to all or a portion of the

¹Cross reference(s)—Housing code, § 4221 et seq.

proceeds from the sale or rental of more than three (3) such single-family houses at any one (1) time; provided further that the sale or rental of any such single-family house shall be excepted from the application of this article only if such house is sold or rented:

1. Without the use in any manner of the sales or rental facilities or the sales or rental services of any real estate broker, agent or salesman or of such facilities or services of any person in the business of selling or renting dwellings or of any employee or agent of any such facilities or services of any person in the business of selling or renting dwellings or of any employee or agent of any such broker, agent, salesman or person; and
 - b. Without the publication, posting or mailing, after notice, of any advertisement or written notice in violation of section 12179(3), of this article.

However, nothing in this provision shall prohibit the use of attorneys, escrow agents, abstractors, title companies and other such professional assistance as is necessary to perfect or transfer the title; or
 - c. Rooms or units in dwellings containing living quarters occupied or intended to be occupied by no more than four (4) families living independently of each other, if the owner actually maintains and occupies one of such living quarters as his residence.
- (3) For the purposes of subsection (2), a person shall be deemed to be in the business of selling or renting dwellings if:
- a. He has, within the preceding twelve (12) months, participated as principal in three (3) or more transactions involving the sale or rental of any dwelling or any interest therein;
 - b. He has, within the preceding twelve (12) months, participated as an agent, other than in the sale of his own personal residence, in providing sales or rental facilities or sales or rental services in two (2) or more transactions involving the sale or rental of any dwelling or any interest therein; or
 - c. He is the owner of any dwelling designed or intended for occupancy by, or occupied by, five (5) or more families.

(Ord. No. 2865, § 3, 61995)

Sec. 12-179. Discrimination in the sale or rental of housing.

As made applicable by section 12178 and except as exempted by sections 12178(2) and 12182, it shall be unlawful:

- (1) To refuse to sell or rent after the making of a bona fide offer or to refuse to negotiate for the sale or rental of or otherwise make unavailable or deny a dwelling to any person because of race, sex, color, religion, national origin, disability ~~or familial status~~, familial status, sexual orientation, or gender identity.
- (2) To discriminate against any person in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection therewith because of race, sex, color, religion, national origin, disability ~~or familial status~~, familial status, sexual orientation, or gender identity.
- (3) To make, print or publish or cause to be made, printed or published any notice, statement or advertisement with respect to the sale or rental of a dwelling that indicates any preference, limitation or discrimination based on race, sex, color, religion, national origin, disability ~~or familial status~~, familial status, sexual orientation, or gender identity or an intention to make any such preference, limitation or discrimination.

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- (4) To represent to any person because of race, sex, color, religion, national origin, disability ~~or familial status, familial status, sexual orientation, or gender identity~~ that any dwelling is not available for inspection, sale or rental when such dwelling is, in fact, so available.
 - (5) To induce or attempt to induce any person to sell or rent any dwelling, for profit, by representations regarding the entry or prospective entry into the neighborhood of a person or persons of a particular race, sex, color, religion, national origin, disability ~~or familial status, familial status, sexual orientation, or gender identity.~~

(Ord. No. 2865, § 4, 61995)

Sec. 12-180. Discrimination in financing or housing.

It shall be unlawful for any bank, building and loan association, insurance company or other corporation, association, firm or enterprise whose business consists in whole or in part in the making of commercial real estate loans to deny a loan or other financial assistance to a person applying therefor for the purpose of purchasing, constructing, improving, repairing or maintaining a dwelling or to discriminate against him in the fixing of the amount, interest rate, duration or other terms or conditions of such loan or other financial assistance because of the race, sex, color, religion, national origin, disability ~~or familial status, familial status, sexual orientation, or gender identity~~ of such person or of any person associated with him in connection with such loan or other financial assistance or the purposes of such loan or other financial assistance or of the present or prospective owners, lessees, tenants or occupants of the dwelling or dwellings in relation to which such loan or other financial assistance is to be made or given, provided that nothing contained in this section shall impair the scope or effectiveness of the exception contained in section 12178(2).

(Ord. No. 2865, § 5, 61995)

Sec. 12-181. Discrimination in the provision of brokerage services.

It shall be unlawful to deny any person access to or membership or participation in any multiple listing service, rental or facility relating to the business of selling or renting dwellings or to discriminate against him in the terms or conditions of such access, membership or participation on account of race, sex, color, religion, national origin, disability ~~or familial status, familial status, sexual orientation, or gender identity.~~

(Ord. No. 2865, § 6, 61995)

Sec. 12-182. Exemption.

Nothing in this article, shall prohibit a religious organization, association or society or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society from limiting the sale, rental or occupancy of dwellings which it owns or operates for other than a commercial purpose to persons of the same religion or from giving preference to such persons, unless membership in such religion is restricted on account of race, sex, color, national origin, disability ~~or familial status, familial status, sexual orientation, or gender identity.~~ Nor shall anything in this article prohibit a private club not, in fact, open to the public which, as an incident to its primary purpose or purposes, provides lodgings which it owns or operates for other than a commercial purpose, from limiting the rental or occupancy of such lodgings to its members or from giving preference to its members.

(Ord. No. 2865, § 7, 61995)

Sec. 12-183. Administration.

- (a) *Fair housing council created.* There is hereby created a fair housing council of the City of Bartlesville, (hereinafter referred to as "council"). Said council shall be composed of the members of the Bartlesville board of adjustment. All appointments to the council shall be the same as and run concurrently with the term of office of the said board of adjustment of the City of Bartlesville, Oklahoma.
- (b) *Fair housing council powers.* The powers of the fair housing council shall be as follows:
 - (1) **Prescribed rules.** Have the power to prescribe such rules and regulations as it shall deem necessary or expedient for the conduct and carrying out of its functions, and it shall have the power to revoke, suspend, or amend any rule or regulation as administered by said council, regardless of the manner in which prescribed.
 - (2) **Settlement.** Seek settlement and disposition of any complaint filed with said council by means of conferences and conciliation.
 - (3) **Investigation.**
 - a. Have the power, either by itself or by any officer or person designated for the purposes by it, to investigate and to examine or inquire into the affairs or operation of any person, firm, corporation or association within its jurisdiction; and further when so authorized by the city council for the City of Bartlesville, Oklahoma said council shall have the power to employ consultants and professional counsel to aid in such investigations, examinations, or inquiries.
 - b. For the purposes of gathering evidence on any subject, the council shall have the power to subpoena and examine witnesses, books, papers, and other effects.
 - (4) **Complaints.** The council shall have the authority to initiate in its name, or to receive and initiate upon the filing of formal charges, complaints against any person, firm, corporation, or association violating any of the provisions of this article.
- (c) *City offices and agencies.* All executive departments and agencies of the City of Bartlesville shall administer their programs and activities relating to housing and urban development in a manner to affirmatively further the purposes of this article and shall cooperate with the any programs, activities or investigations of the city which further such purposes.

(Ord. No. 2865, § 8, 61995)

Sec. 12-184. Education and conciliation.

Immediately after the enactment of this article, educational and conciliatory activities shall be initiated by the city on a periodic basis which will further the purposes of this article. This may include, but is not limited to, the calling of conferences with persons in the housing industry and other interested parties to acquaint them with the provisions of this article and suggested means of implementing it. Further, the city shall endeavor, with the advice of such persons, to pursue programs of voluntary compliance and of enforcement.

(Ord. No. 2865, § 9, 61995)

Sec. 12-185. Enforcement.

- (a) *Complaint procedure.* Any person who claims to have been injured by a discriminatory housing practice or who believes that he will be irrevocably injured by a discriminatory housing practice that is about to occur (hereafter "person aggrieved") may file a complaint with the fair housing council (hereinafter referred to as

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"council"). Complaints shall be in writing and shall contain such information and be in such form as the council requires. Upon receipt of such a complaint, the secretary to the council shall furnish a copy of the same to the person or persons who allegedly committed or are about to commit the alleged discriminatory housing practice. Within thirty (30) days after receiving a complaint or within thirty (30) days after the expiration of any period of reference under subsection (c), the council shall investigate the complaint and give notice in writing to the person aggrieved whether he intends to resolve it. If the council decides to resolve the complaint, he shall proceed to try to eliminate or correct the alleged discriminatory housing practice by informal methods of conference, conciliation and persuasion. Nothing said or done in the course of such informal endeavors may be made public or used as evidence in a subsequent proceeding under this article without the written consent of the persons concerned. Any member or employee of the council or city who shall make public any information obtained in connection herewith in violation of the open meeting laws, open record laws, or other laws of the State of Oklahoma shall, upon conviction, be fined not more than the maximum allowed by law, plus costs.

- (b) A complaint under subsection (a) shall be filed within one hundred eighty (180) days after the alleged discriminatory housing practice occurred. Complaints shall be in writing and shall state the facts upon which the allegations of a discriminatory housing practice are based. Complaints may be reasonably and fairly amended at any time. A respondent may file an answer to the complaint against him and, with the leave of the council which shall be granted whenever it would be reasonable and fair to do so, may amend his answer at any time. Both complaints and answers shall be verified.
- (c) If the council has been unable to obtain voluntary compliance within thirty (30) days of the complaint, the person aggrieved may, within thirty (30) days thereafter, commence a civil action in any appropriate court against the respondent named in the complaint to enforce the rights granted or protected by this article insofar as such rights relate to the subject of the complaint. If the court finds that a discriminatory housing practice has occurred or is about to occur, the court may enjoin the respondent from engaging in such practice or order such affirmative action as may be appropriate.
- (d) In any proceedings brought pursuant to this section, the burden of proof shall be on the complainant.
- (e) Whenever an action filed by an individual shall come to trial, the council shall immediately terminate all efforts to obtain voluntary compliance.

(Ord. No. 2865, § 10, 61995)

Sec. 12-186. Investigations, subpoenas, giving of evidence.

- (a) In conducting an investigation, the council shall have access at all reasonable times to premises, records, documents, individuals and other evidence or possible sources of evidence and may examine, record and copy such materials and take and record the testimony or statement of such persons as are reasonably necessary for the furtherance of the investigation; provided, however, that the council first complies with the provisions of the Fourth Amendment relating to unreasonable searches and seizures. The council may issue subpoenas to compel its access to or the production of such materials or the appearance of such persons and may issue interrogatories to a respondent to the same extent and subject to the same limitations as would apply if the subpoenas or interrogatories were issued or served in aid of a civil action in the United States District Court for the district in which the investigation is taking place. The council may administer oaths.
- (b) Upon written application to the council, a respondent shall be entitled to the issuance of a reasonable number of subpoenas by and in the name of the council to the same extent and subject to the same limitations as subpoenas issued by the council itself. Subpoenas issued at the request of a respondent shall show on their face the name and address of such respondent and shall state that they were issued at his request.

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- (c) Witnesses summoned by subpoena of the council shall be entitled to the same witness and mileage fees as are witnesses in proceedings in United States District Courts. Fees payable to a witness summoned by a subpoena issued at the request of a respondent shall be paid by him.
 - (d) Within five (5) days after service of a subpoena upon any person, such person may petition the council to revoke or modify the subpoena. The council shall grant the petition if he finds that the subpoena requires appearance or attendance at an unreasonable time or place, that it requires production of evidence which does not relate to any matter under investigation, that it does not describe with sufficient particularity the evidence to be produced, that compliance would be unduly onerous or for other good reason.
 - (e) In case of contumacy or refusal to obey a subpoena, the council or other person at whose request it was issued may petition for its enforcement in the Municipal or State Court for the district in which the person to whom the subpoena was addressed resides, was served or transacts business.
 - (f) Any person who willfully fails or neglects to attend and testify or to answer any lawful inquiry or to produce records, documents or other evidence, if in his power to do so, in obedience to the subpoena or lawful order of the council shall be fined not more than the maximum allowed by law, plus costs. Any person who, with intent to mislead the council, shall make or cause to be made any false entry or statement of fact in any report, account, record or other document submitted to the council pursuant to his subpoena or other order or shall willfully neglect or fail to make or cause to be made full, true and correct entries in such reports, accounts, records or other documents or shall willfully mutilate, alter or by any other means falsify any document or other correspondence shall be fined not more than the maximum allowed by law, plus costs.
 - (g) The city attorney shall conduct all litigation in which the council participates as a party or as amicus pursuant to this article.

(Ord. No. 2865, § 11, 61995)

Sec. 12-187. Enforcement by private persons.

- (a) The rights granted by sections 12178, 12179, 12180 and 12181 may be enforced by civil actions in State or local courts of general jurisdiction. A civil action shall be commenced within one hundred eighty (180) days after the alleged discriminatory housing practice occurred; provided, however, that the court shall continue such civil case brought pursuant to this section or section 12185(d), from time to time before bringing it to trial if the court believes that the conciliation efforts of the council are likely to result in satisfactory settlement of the discriminatory housing practice complained of in the complaint made to the council and which practice forms the basis for the action in court; and provided, however, that any sale, encumbrance or rental consummated prior to the issuance of any court order issued under the authority of this article and involving a bona fide purchaser, encumbrancer or tenant, without actual notice of the existence of the filing of a complaint or civil action under the provisions of this article, shall not be affected.
- (b) The court may grant such relief as it deems appropriate, including permanent or temporary injunctions, restraining orders, or any other orders it deems appropriate, and may award to the prevailing party, court costs and reasonable attorney fees.

(Ord. No. 2865, § 12, 61995)

Sec. 12-188. Interference, coercion or intimidation.

It shall be unlawful to coerce, intimidate, threaten or interfere with any person in the exercise or enjoyment of or on account of his having exercised or enjoyed or on account of his having aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by sections 12178, 12179, 12180 or 12181. This section may be enforced by appropriate civil action.

(Ord. No. 2865, § 13, 61995)

Sec. 12-189. Severability of provisions.

If any provision of this article or the application thereof to any person or circumstance is held invalid, the remainder of the article and the application of the provision to other persons not similarly situated or to other circumstances shall not be affected thereby.

(Ord. No. 2865, § 14, 61995)

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE XI, SECTIONS 12-179, 12-180, 12-181, AND 12-182 AS IT PERTAINS TO EQUAL ACCESS TO HOUSING.

WHEREAS, the City of Bartlesville recognizes that fair access to housing is a basic right of its citizens; and

WHEREAS, during recent community engagements, our fair housing ordinance was identified as being too narrowly defined; and

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

Sec. 12-179. Discrimination in the sale or rental of housing.

As made applicable by section 12178 and except as exempted by sections 12178(2) and 12182, it shall be unlawful:

- (1) To refuse to sell or rent after the making of a bona fide offer or to refuse to negotiate for the sale or rental of or otherwise make unavailable or deny a dwelling to any person because of race, sex, color, religion, national origin, disability, familial status, sexual orientation, or gender identity.
- (2) To discriminate against any person in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection therewith because of race, sex, color, religion, national origin, disability, familial status, sexual orientation, or gender identity.
- (3) To make, print or publish or cause to be made, printed or published any notice, statement or advertisement with respect to the sale or rental of a dwelling that indicates any preference, limitation or discrimination based on race, sex, color, religion, national origin, disability, familial status, sexual orientation, or gender identity or an intention to make any such preference, limitation or discrimination.
- (4) To represent to any person because of race, sex, color, religion, national origin, disability, familial status, sexual orientation, or gender identity that any dwelling is not available for inspection, sale or rental when such dwelling is, in fact, so available.
- (5) To induce or attempt to induce any person to sell or rent any dwelling, for profit, by representations regarding the entry or prospective entry into the neighborhood of a person or persons of a particular race, sex, color, religion, national origin, disability, familial status, sexual orientation, or gender identity.

Sec. 12-180. Discrimination in financing or housing.

It shall be unlawful for any bank, building and loan association, insurance company or other corporation, association, firm or enterprise whose business consists in whole or in part in the making of commercial real estate loans to deny a loan or other financial assistance to a person applying therefor for the purpose of purchasing, constructing, improving, repairing or maintaining a dwelling or to discriminate against him in the fixing of the amount, interest rate, duration or other terms or

conditions of such loan or other financial assistance because of the race, sex, color, religion, national origin, disability, familial status, sexual orientation, or gender identity of such person or of any person associated with him in connection with such loan or other financial assistance or the purposes of such loan or other financial assistance or of the present or prospective owners, lessees, tenants or occupants of the dwelling or dwellings in relation to which such loan or other financial assistance is to be made or given, provided that nothing contained in this section shall impair the scope or effectiveness of the exception contained in section 12178(2).

Sec. 12-181. Discrimination in the provision of brokerage services.

It shall be unlawful to deny any person access to or membership or participation in any multiple listing service, rental or facility relating to the business of selling or renting dwellings or to discriminate against him in the terms or conditions of such access, membership or participation on account of race, sex, color, religion, national origin, disability, familial status, sexual orientation, or gender identity.

Sec. 12-182. Exemption.

Nothing in this article, shall prohibit a religious organization, association or society or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society from limiting the sale, rental or occupancy of dwellings which it owns or operates for other than a commercial purpose to persons of the same religion or from giving preference to such persons, unless membership in such religion is restricted on account of race, sex, color, national origin, disability, familial status, sexual orientation, or gender identity. Nor shall anything in this article prohibit a private club not, in fact, open to the public which, as an incident to its primary purpose or purposes, provides lodgings which it owns or operates for other than a commercial purpose, from limiting the rental or occupancy of such lodgings to its members or from giving preference to its members.

APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 4TH DAY OF APRIL 2023.

Dale Copeland, Mayor
City of Bartlesville

City Clerk
City of Bartlesville

In January of 2020 City Council approved an appropriation from the Economic Development fund for a combination Bricktown Brewery/Jimmy’s Egg to be located in an outparcel of the newly redeveloped Shoppes at Turkey Creek. Because of the Covid pandemic and its effects on the two restaurant chains, it was questionable if both concepts would come to Bartlesville. In April 2021 City Council approved a modification of the original incentive package to be split into separate incentives. This allowed Bricktown Brewery to move forward with its new location in Bartlesville.

Until early 2023 it was still uncertain whether Jimmy’s Egg would come to Bartlesville. In the meantime, the real estate group that owns the Bricktown Brewery building, landed a national credit tenant for the space that Jimmy’s Egg was originally intended to occupy. Jimmy’s Egg then started looking for alternative locations in Bartlesville and decided that the former McAlister’s building could meet their needs.

Jimmy’s Egg approached the BDA with their newly proposed location, but to bring the building up to fire code a new sprinkler system would have to be installed, at a cost of approximately \$100,000. The BDA agreed that the original incentive of \$40,897 could help lower the cost of the fire sprinkler upgrade. Jimmy’s Egg moved forward with a lease contingent upon receiving the originally agreed incentive funds from BDA.

Jimmy’s Egg plans to invest roughly \$850,000 into the new project, including the new fire suppression system. The \$40,897 incentive is based on the estimated yearly sales of \$1,202,853 for a non-targeted brand restaurant, per the BBA retail policy.

Retail Incentive Breakdown:

Jimmy’s Egg Sales	\$1,202,853
(Substitution Discount 80%) x .20	\$240,570
(Sales Tax Rate) x .034	\$8,179
(10 Year Investment) x 10	\$81,794
(Retail Policy Qualification 50%) x .5	\$40,897

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

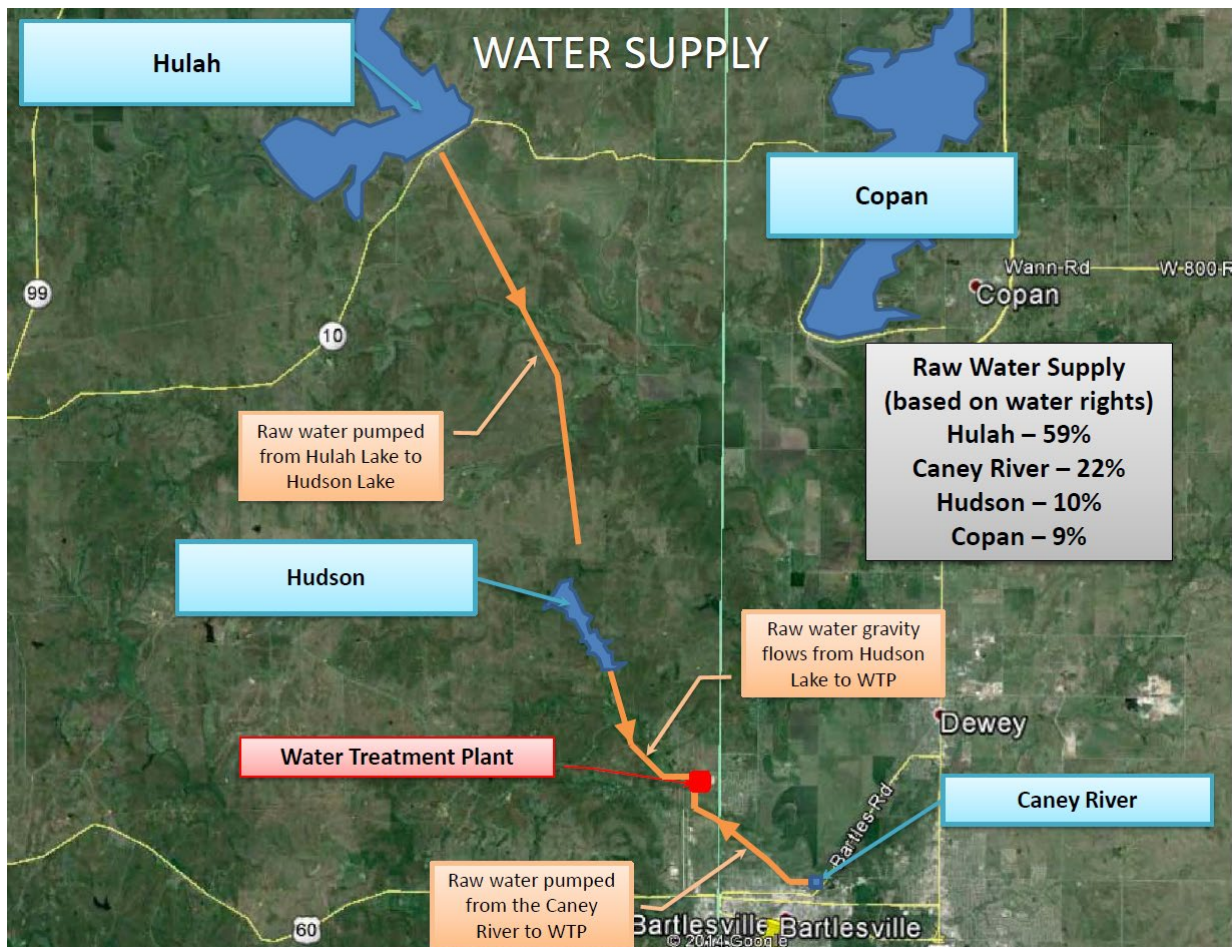
Discuss and take action on proposed amendments to Chapter 20, Division 7 of the Bartlesville Municipal Code pertaining to Water Shortages

Attachments:

- Ordinance 3398 – Water Shortages (2012)
- Resolution 3294 (2012)
- Drought Contingency Plan (2002)
- Amended Water Shortage Ordinance redline (showing changes)
- Amended Water Shortage Ordinance - clean

II. STAFF COMMENTS AND ANALYSIS

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



The City's water supply has been impacted by the prolonged drought experienced by the region. The watershed feeding Hulah Lake, which is the City's largest water storage component, is experiencing extreme and exceptional drought conditions as classified by the National Oceanic and Atmospheric Administration. Currently the overall water supply is at 61.8%.

The City has in place a Water Shortage Ordinance (Ordinance 3398) that authorizes Council to restrict or prohibit water use, establishes regulatory framework for exemptions, penalties and emergency water rates. The Ordinance requires a separate resolution to implement the Drought Contingency Plan (developed in 2002), which was done in 2012 (resolution 3294) and still in effect. A resolution implementing the Emergency Water Rates has not been enacted. The Drought Contingency Plan establishes drought stages and subsequent actions based on the remaining water supply. Currently we are in Stage 2, which stipulates the following (current status is in *italicized*):

- Public education (*implemented and on-going*);
- Suspend non-essential operational uses of water by City crews (*implemented*);
- Alter watering of parks and golf course (*implemented*)
- Adopt a reduced schedule for outside water uses (*not yet implemented due to the time of year and limited outdoor use*);
- Notify wholesale customers (*implemented*);
- Invoke penalty phase of ordinance 3398 (*not yet implemented, the emergency rate structure in the ordinance needs amended since it is less than current water rates*)

In March, staff provided an update on the water supply status and a draft Water Shortage Ordinance with updated emergency volumetric rates as well as provisions to consolidate the Drought Contingency Plan into the Water Shortage Ordinance to create one document for the City's strategy in managing droughts and water shortages. Based on Council input at the March meeting, staff modified the emergency volumetric rates for each stage and added a provision to the variance process for business entities, which is attached as a redline version.

III. RECOMMENDED ACTION

Staff recommends approval of the proposed amendments to the Water Shortage Ordinance.

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

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

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

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

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

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

Sec. 20-109. Resolution Publication or Issuance

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

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

Sec. 20-110 – Resolution Duration

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

Sec. 20-111 – Exemptions

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

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

Sec. 20-112 – Penalties

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

Sec. 20-113 – Rates During Emergency

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

Table with 2 columns: Charge per 1,000 gallons and Gallons Used. Rows include rates from \$3.33 to \$13.32 and corresponding gallon ranges from up to 7,000 to 15,001 and greater.

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

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

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

Signatures of Mike Bailey (City Clerk/Administrative Director/CFO) and Mayor, along with the official seal of the City of Bartlesville, Oklahoma.

VOTE: MR. MASON (aye) no; MR. COPELAND (aye) no; MR. MCGREW (aye) no; VICE MAYOR LOCKIN (aye) no; MAYOR GORMAN (aye) no.

December 9, 2012

RESOLUTION NO. 3294

A RESOLUTION DECLARING THAT A POTENTIAL WATER SHORTAGE EXISTS.

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

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

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

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

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

[Handwritten Signature]

MAYOR

[Handwritten Signature]

MIKE BAILEY, CITY CLERK
ADMINISTRATIVE DIRECTOR/CFO



VOTE:

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

CITY OF BARTLESVILLE OKLAHOMA

Drought Contingency Plan

2002

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

A. Purpose

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

B. Method

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

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

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

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

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

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

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

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

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

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

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

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

Continue all of the actions as directed in Stage Two.

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

Specify and impose the additional mandatory reductions on wholesale customers.

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

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

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

An aggressive public relations and education program will continue.

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

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

C. Public Information/Education

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

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

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

Assisting Organizations or Groups

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

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

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

REDLINE VERSION OF ORDINANCE

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

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

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

Section 20-106 Authority

Whenever a potential water shortage exists, the City Council is authorized to restrict or prohibit the use of water from the City's water system.

- (a) The Water Utilities Director is the official responsible to monitor the City's water supply, optimize water usage from the City's raw water sources and report to the City Manager, who shall inform City Council, whenever the water supply falls below 80%.
- (b) Any restriction shall be enforceable by both the Code Enforcement and the Police Department.

Section 20-107 Water Shortage Condition

A potential water shortage condition exists whenever the water supply falls below 80% or so declared by the City Council.

- (a) Stage One: If the water supply is between 79% and 70%. The public will be informed of the current water supply status and voluntary usage reduction shall be requested. Every available forum will be used to educate the general public regarding the status of the water supply and measures they can take to reduce usage.
- (b) Stage Two: If the water supply is between 69% and 60%, the following water restrictions shall be implemented:
 - (1) City owned facilities such as golf courses, parks and capital projects will reduce or discontinue all irrigation except as necessary to preserve greens or newly planted trees. For athletic fields or newly laid sod or seed, the watering shall be restricted to follow the outdoor water restrictions for even

REDLINE VERSION OF ORDINANCE

numbered properties implemented by each stage. For City owned swimming pools, a reduced schedule of operation or closure may be implemented to conserve water. City owned splash pads will be closed.

- (2) All leaks in the raw water and treated water system will be repaired immediately, without waiting for the most cost effective or convenient time.
- (3) Non-essential operational uses of water by City Crews will be suspended. Examples include but are not limited to: flushing of water mains and fire hydrants, street sweeping, routine water jet cleaning of sanitary sewer mains, and non-essential training of fire fighters using potable water.
- (4) Outdoor water use shall be restricted to two days per week. Even numbered properties may use water outdoors only on Mondays and Thursdays and odd numbered properties may use water outdoors only on Tuesdays and Fridays.
- (5) Any person violating any of the Stage Two restrictions shall be subject to the following fine schedule:

First Offense - written warning
Second Offense - \$50
Third Offense - \$100
Fourth Offense - \$200
Fifth or more Offense - \$500

- (6) The Water Utilities Director shall notify all wholesale customers and require each to adopt similar conservation measures for their systems in accordance with their individual contracts with the City of Bartlesville.
- (7) If designated by the City Council in a resolution, the rate adjustment for water usage in Stage Two shall be modified as follows:

REDLINE VERSION OF ORDINANCE

Stage Two Emergency Water Rate Adjustment

For accounts with meters smaller than three (3) inches.	
Usage (gallons)	Adjustment on volumetric rates
0—2,000	100% of current rates
2,001—10,000	100% of current rates
10,001—25,000	120 <u>105</u> % of current rates
25,001—50,000	140 <u>110</u> % of current rates
>50,000	150 <u>115</u> % of current rates
For accounts with meters three (3) inches or larger, or industrial, or wholesale customers who have a separate contract for the purchase of water the adjustment shall be 100% of current volumetric rates.	

(c) Stage Three: If the water supply is between 59% and 50%, the following water restrictions shall be implemented:

- (1) Continue all of the actions as directed in Stage Two not altered by provisions in Stage Three.
- (2) Outdoor water use shall be restricted to one day per week. Even numbered properties may use water outdoors only on Thursdays and odd numbered properties may use water outdoors only on Fridays.
- (3) Any person violating any of the Stage Three restrictions shall be subject to the following fine schedule:

First Offense - \$50
Second Offense - \$100
Third Offense - \$200
Fourth Offense - \$400
Fifth or more Offense - \$500

REDLINE VERSION OF ORDINANCE

- (4) Water pressure will be reduced within the distribution system to minimum levels allowed by state and federal regulations.
- (5) If designated by the City Council in a resolution, the rate adjustment for water usage in Stage Three shall be modified as follows:

Stage Three Emergency Water Rate Adjustment

For accounts with meters smaller than three (3) inches.	
Usage (gallons)	Adjustment on volumetric rates
0—2,000	100% of current rates
2,001—10,000	110 <u>105</u> % of current rates
10,001—25,000	150 <u>110</u> % of current rates
25,001—50,000	170 <u>115</u> % of current rates
>50,000	200 <u>120</u> % of current rates
For accounts with meters three (3) inches or larger, or industrial, or wholesale customers who have a separate contract for the purchase of water the adjustment shall be 120 <u>105</u> % of current volumetric rates.	

- (d) Stage Four: If the water supply is below 50%, City Council shall declare an emergency and the following water restrictions shall be implemented:
 - (1) Continue all of the actions as directed in Stage Three not altered by provisions in Stage Four.
 - (2) A total ban on outdoor water use.
 - (3) All City pools will be closed.
 - (4) Any person violating any of the Stage Four restrictions shall be subject to the following fine schedule:

REDLINE VERSION OF ORDINANCE

First Offense - \$100
Second Offense - \$200
Third Offense - \$400
Fourth Offense - \$500
Fifth or more Offense - \$500

- (5) If designated by the City Council in a resolution, the rate adjustment for water usage in Stage Four shall be modified as follows:

Stage Four Emergency Water Rate Adjustment

For accounts with meters smaller than three (3) inches.	
Usage (gallons)	Adjustment on volumetric rates
0—2,000	100% of current rates
2,001—10,000	130 <u>110</u> % of current rates
10,001—25,000	170 <u>120</u> % of current rates
25,001—50,000	200 <u>125</u> % of current rates
>50,000	250 <u>130</u> % of current rates
For accounts with meters three (3) inches or larger, or industrial, or wholesale customers who have a separate contract for the purchase of water the adjustment shall be 140 <u>110</u> % of current volumetric rates.	

- (e) Each stage will remain in effect until the water supply reaches a level outside of the range indicated for the stage and there is an expectation that the water supply will remain above said threshold for a reasonable period of time.
- (f) Any person aggrieved by the terms of a resolution shall have the right to present the matter to the City Manager or his designee. The City Manager or his designee may exempt such aggrieved person, wholly or in part, from compliance with a resolution order upon a showing that compliance creates an immediate threat to the person's health or safety, or creates an undue hardship for a business. The

REDLINE VERSION OF ORDINANCE

decision of the City manager or his designee may be appealed by written notice to the City Council but the terms of the resolution as to the person aggrieved shall remain in full force and effect during such appeal period.

- (g) Any excess revenue received through the emergency rate volumetric adjustment shall be reserved in a fund designated for capital improvements to the water distribution, treatment or water supply system.

Section 20-108 Resolution publication or issuance

- (a) Resolutions authorized by Section 20-107 shall be published in a newspaper of general circulation in the city. The terms of the resolution shall be in full force and effect upon publication. Substantial compliance with this section is sufficient to effect the resolution.
- (b) Whenever a sudden or unexpected event so reduces the availability of water or water pressure as to create an immediate threat to public health or safety, the mayor may issue an appropriate proclamation and notice of the proclamation may be given by reasonable means, including electronic means. The emergency shall be in full force and effect upon such notice; provided that if any such means is other than that required in subsection (a), the proclamation shall be republished in accordance with subsection (a) within twenty-four (24) hours of the first notice.

Section 20-108 Resolution duration

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

Section 20-109 – 20-125. Reserved.

ORDINANCE NO. 3569

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

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

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

Section 20-106 Authority

Whenever a potential water shortage exists, the City Council is authorized to restrict or prohibit the use of water from the City's water system.

- (a) The Water Utilities Director is the official responsible to monitor the City's water supply, optimize water usage from the City's raw water sources and report to the City Manager, who shall inform City Council, whenever the water supply falls below 80%.
- (b) Any restriction shall be enforceable by both the Code Enforcement and the Police Department.

Section 20-107 Water Shortage Condition

A potential water shortage condition exists whenever the water supply falls below 80% or so declared by the City Council.

- (a) Stage One: If the water supply is between 79% and 70%. The public will be informed of the current water supply status and voluntary usage reduction shall be requested. Every available forum will be used to educate the general public regarding the status of the water supply and measures they can take to reduce usage.
- (b) Stage Two: If the water supply is between 69% and 60%, the following water restrictions shall be implemented:
 - (1) City owned facilities such as golf courses, parks and capital projects will reduce or discontinue all irrigation except as necessary to preserve greens or

newly planted trees. For athletic fields or newly laid sod or seed, the watering shall be restricted to follow the outdoor water restrictions for even numbered properties implemented by each stage. For City owned swimming pools, a reduced schedule of operation or closure may be implemented to conserve water. City owned splash pads will be closed.

- (2) All leaks in the raw water and treated water system will be repaired immediately, without waiting for the most cost effective or convenient time.
- (3) Non-essential operational uses of water by City Crews will be suspended. Examples include but are not limited to: flushing of water mains and fire hydrants, street sweeping, routine water jet cleaning of sanitary sewer mains, and non-essential training of fire fighters using potable water.
- (4) Outdoor water use shall be restricted to two days per week. Even numbered properties may use water outdoors only on Mondays and Thursdays and odd numbered properties may use water outdoors only on Tuesdays and Fridays.
- (5) Any person violating any of the Stage Two restrictions shall be subject to the following fine schedule:

First Offense - written warning
Second Offense - \$50
Third Offense - \$100
Fourth Offense - \$200
Fifth or more Offense - \$500

- (6) The Water Utilities Director shall notify all wholesale customers and require each to adopt similar conservation measures for their systems in accordance with their individual contracts with the City of Bartlesville.

- (7) If designated by the City Council in a resolution, the rate adjustment for water usage in Stage Two shall be modified as follows:

Stage Two Emergency Water Rate Adjustment

For accounts with meters smaller than three (3) inches.	
Usage (gallons)	Adjustment on volumetric rates
0—2,000	100% of current rates
2,001—10,000	100% of current rates
10,001—25,000	105% of current rates
25,001—50,000	110% of current rates
>50,000	115% of current rates
For accounts with meters three (3) inches or larger, or industrial, or wholesale customers who have a separate contract for the purchase of water the adjustment shall be 100% of current volumetric rates.	

- (c) Stage Three: If the water supply is between 59% and 50%, the following water restrictions shall be implemented:
- (1) Continue all of the actions as directed in Stage Two not altered by provisions in Stage Three.
 - (2) Outdoor water use shall be restricted to one day per week. Even numbered properties may use water outdoors only on Thursdays and odd numbered properties may use water outdoors only on Fridays.
 - (3) Any person violating any of the Stage Three restrictions shall be subject to the following fine schedule:

First Offense - \$50
Second Offense - \$100
Third Offense - \$200

Fourth Offense - \$400
Fifth or more Offense - \$500

- (4) Water pressure will be reduced within the distribution system to minimum levels allowed by state and federal regulations.
- (5) If designated by the City Council in a resolution, the rate adjustment for water usage in Stage Three shall be modified as follows:

Stage Three Emergency Water Rate Adjustment

For accounts with meters smaller than three (3) inches.	
Usage (gallons)	Adjustment on volumetric rates
0—2,000	100% of current rates
2,001—10,000	105% of current rates
10,001—25,000	110% of current rates
25,001—50,000	115% of current rates
>50,000	120% of current rates
For accounts with meters three (3) inches or larger, or industrial, or wholesale customers who have a separate contract for the purchase of water the adjustment shall be 105% of current volumetric rates.	

- (d) Stage Four: If the water supply is below 50%, City Council shall declare an emergency and the following water restrictions shall be implemented:
 - (1) Continue all of the actions as directed in Stage Three not altered by provisions in Stage Four.
 - (2) A total ban on outdoor water use.
 - (3) All City pools will be closed.

- (4) Any person violating any of the Stage Four restrictions shall be subject to the following fine schedule:

First Offense - \$100
Second Offense - \$200
Third Offense - \$400
Fourth Offense - \$500
Fifth or more Offense - \$500

- (5) If designated by the City Council in a resolution, the rate adjustment for water usage in Stage Four shall be modified as follows:

Stage Four Emergency Water Rate Adjustment

For accounts with meters smaller than three (3) inches.	
Usage (gallons)	Adjustment on volumetric rates
0—2,000	100% of current rates
2,001—10,000	110% of current rates
10,001—25,000	120% of current rates
25,001—50,000	125% of current rates
>50,000	130% of current rates
For accounts with meters three (3) inches or larger, or industrial, or wholesale customers who have a separate contract for the purchase of water the adjustment shall be 110% of current volumetric rates.	

- (e) Each stage will remain in effect until the water supply reaches a level outside of the range indicated for the stage and there is an expectation that the water supply will remain above said threshold for a reasonable period of time.
- (f) Any person aggrieved by the terms of a resolution shall have the right to present the matter to the City Manager or his designee. The City Manager or his designee may exempt such aggrieved person, wholly or in part, from compliance

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

- (g) Any excess revenue received through the emergency rate volumetric adjustment shall be reserved in a fund designated for capital improvements to the water distribution, treatment or water supply system.

Section 20-108 Resolution publication or issuance

- (a) Resolutions authorized by Section 20-107 shall be published in a newspaper of general circulation in the city. The terms of the resolution shall be in full force and effect upon publication. Substantial compliance with this section is sufficient to effect the resolution.
- (b) Whenever a sudden or unexpected event so reduces the availability of water or water pressure as to create an immediate threat to public health or safety, the mayor may issue an appropriate proclamation and notice of the proclamation may be given by reasonable means, including electronic means. The emergency shall be in full force and effect upon such notice; provided that if any such means is other than that required in subsection (a), the proclamation shall be republished in accordance with subsection (a) within twenty-four (24) hours of the first notice.

Section 20-108 Resolution duration

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

Section 20-109 – 20-125. Reserved

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF
BARTLESVILLE, OKLAHOMA, THIS 3RD DAY OF APRIL 2023.**

MAYOR

ATTEST:

CITY CLERK

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action on a proposed resolution declaring that a potential water shortage exists and implementing the Stage Two Emergency Water Rate Adjustment

Attachments:
Resolution

II. STAFF COMMENTS AND ANALYSIS

If the proposed amendments to the Water Shortage Ordinance are approved by Council, a separate resolution is required to implement the emergency water rates. Currently, the City's water supply is at 61.8% and falls within Stage Two of the ordinance. Staff is recommending implementing the Stage Two Emergency Water Rates as called for in the ordinance. If approved, these rates would go into effect on April 10.

III. RECOMMENDED ACTION

Staff recommends approval of the proposed resolution.

RESOLUTION NO. _____

**A RESOLUTION DECLARING THAT A POTENTIAL WATER SHORTAGE EXISTS AND
IMPLEMENTING THE STAGE 2 EMERGENCY WATER RATE ADJUSTMENT**

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

WHEREAS, the overall water supply is between 69% and 60%; and

WHEREAS, in accordance with Section 20-107 of the Water Shortage Ordinance No. 3569, a resolution shall be approved to implement the Stage Two Emergency Water Rate Adjustment; and

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

It is determined that a potential water shortage does exist and hereby authorizes the City Manager to implement the Stage Two Emergency Water Rate Adjustment of the Water Shortage Ordinance No. 3569.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF BARTLESVILLE,
OKLAHOMA, THIS 3RD DAY OF APRIL 2023.**

MAYOR

ATTEST:

CITY CLERK

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discussion and update on First Christian Church proposals.

Attachments:

Final FCC RFP

II. STAFF COMMENTS AND ANALYSIS

In October 2022, the City of Bartlesville issued a request for proposals (RFP) for the use of the First Christian Church (FCC) building. The City has an opportunity to acquire FCC by donation, but we have no current planned uses for the facility. As such, the City Council authorized Staff to explore partnerships with other organizations for potential beneficial uses of this facility.

The final version of the RFP is attached. We received a total of 6 proposals by the deadline. The proposals are listed below by organization and type of activity proposed.

- Ambler Architects/Helm Ventures/Green Copper Holdings – retail and office
- Boost – entrepreneur center
- Shelby Brammer/Sidney Brammer/Eric Jaekel – arts hub facility, retail, black box studio
- Buffalo Roam – film production facility and film training institute
- Alan Gentges – arts, faith-based activities, and community space
- Project Tribute Foundation – non-profit incubator

Each of these proposals has unique elements, varying levels of private investment, economic benefits, and meet different public needs. A special ad hoc panel is currently reviewing all proposals. Finalists will be invited to interviews where the panel will be able to better understand the specifics of each proposal.

This panel is largely the same make up as the group who oversaw the conference center feasibility study and is comprised of:

- Mayor Copeland
- Vice Mayor Curd
- Mike Bailey – City Manager
- Larry Curtis – Community Development Director
- Jason Muninger – CFO
- Micah Siemers – Engineering Director
- Val Callaghan – Community Center Director
- Maria Gus – Visit Bartlesville Director

Once the finalists have been interviewed, the panel will make a recommendation to the City Council.

Please schedule this for discussion at the next City Council meeting.

III. BUDGET IMPACT

N/A

IV. RECOMMENDED ACTION

Discussion only. No action requested.



REQUEST FOR PROPOSALS FIRST CHRISTIAN CHURCH LEASE

The City of Bartlesville is seeking a qualified partner to lease a beautiful, historic facility in downtown Bartlesville that is adjacent to several world-class cultural amenities including the Bartlesville Community Center, Price Tower Arts Center, Tower Center at Unity Square, and the Tower Center Arts District. The City of Bartlesville has an option to accept via donation the historic First Christian Church building (FCC) at 510 S Osage Ave, Bartlesville, OK 74003, and the City would like to lease the facility to a third party who is interested in meeting a public need and bettering our community. The City requires that the proposed use not be incompatible with the Tower Center Arts District, and preference will be given to proposals that demonstrate a synergy with the existing cultural amenities.

Bartlesville is a unique community in northeast Oklahoma that combines a rich history, small town feel, and big city amenities. It has consistently been rated as one of the best places to live in Oklahoma by Niche.com, ChamberofCommerce.org, and many other sources. Bartlesville's downtown has experienced a complete rebirth in the last 10 years, and the FCC site is perfectly positioned to contribute to this continuing boom.

This site is also located within an Opportunity Zone. For more information on advantages of Opportunity Zones please refer to this link. <https://opportunitydb.com/cities/bartlesville-oklahoma/>

A map showing the location of the FCC site and adjacent cultural amenities is included with this RFP. Additional information on these amenities can be found at the following sites.

- Bartlesville Community Center – <https://www.bartlesvillecommunitycenter.com/>
- Price Tower Arts Center – <https://www.pricetower.org/>
- Tower Center at Unity Square – <https://www.unitysquareville.com/>
- Tower Center Arts District – <https://www.towercenterartsdistrict.com/>
- Bartlesville Public Library – <https://bartlesvillelibrary.com/>
- Visit Bartlesville - <https://www.visitbartlesville.com/>

The FCC building consists of three floors and a basement with a total gross floor area of approximately 26,000 sf. An existing floor plan is included with this RFP. During the RFP period, the City shall make available to the Proposer reasonable access to the FCC building during normal business hours for the purposes of inspecting the building, and otherwise conducting due diligence to ensure that the building is suitable for Proposer's intended use.

Notwithstanding anything else in this Request for Proposals, Proposer shall defend, indemnify and hold the City, its employees, officers and agents, harmless from any injury, property damage or liability arising out of the exercise by Proposer of this right of access, other than injury, property damage or liability relating to the gross negligence or willful misconduct of the City or its officers, agents or employees.

The City is offering the FCC building to the successful Proposer as Lessee with no rental payments required. Lessee will only be responsible for utilities, maintenance, and insurance for the building. In addition to this preferential rental status, the City is offering to contribute up to \$2 million of G.O. bond proceeds towards the renovation and upgrade of the facility for the lessee's use. Lessee's lease term will be equal to the repayment period of the G.O. bonds.

Proposers may propose changes to the interior and exterior of the FCC, but all exterior renovations must be planned so as to preserve the historic, architectural integrity of the FCC.

Proposals should include, at a minimum, the following information in their submitted proposal.

- The public need that will be met, and a detailed explanation of how this will be accomplished.
- A detailed description of the type of operation being proposed including hours of operation, services provided, items to be sold, and targeted customers.
- A plan for renovation of the building for the proposed use. This plan should include:
 - Sketches or drawings of interior and/or exterior renovations including a floor plan illustrating your concept
 - Estimated costs for improvements, including a description of all proposed physical improvements, equipment, and other investments you intend to make and the timeframe for making those improvements
- Name and address of the proposing organization.
- Names of the principals of the organization.
- A financial, operating plan that demonstrates the organization's ability to sustain the proposed use throughout the lease period.
- Personal and professional references for the company and/or principals of the organization that can support the organization's ability to fulfill the proposed plan.
- Description of the Proposer's experience developing similar projects elsewhere

Proposals should be limited to no more than 30 pages (excluding references and resumes). Proposals must be submitted by February 28, 2023. Proposals may be submitted electronically or in print.

If submitting by print, 5 copies should be provided. Submission should be addressed to:

City of Bartlesville
Attn: Mike Bailey, City Manager
401 S Johnstone Ave
Bartlesville, OK 74003

If submitting by email, submission should be sent to:

Mike Bailey, City Manager
mlbailey@cityofbartlesville.org

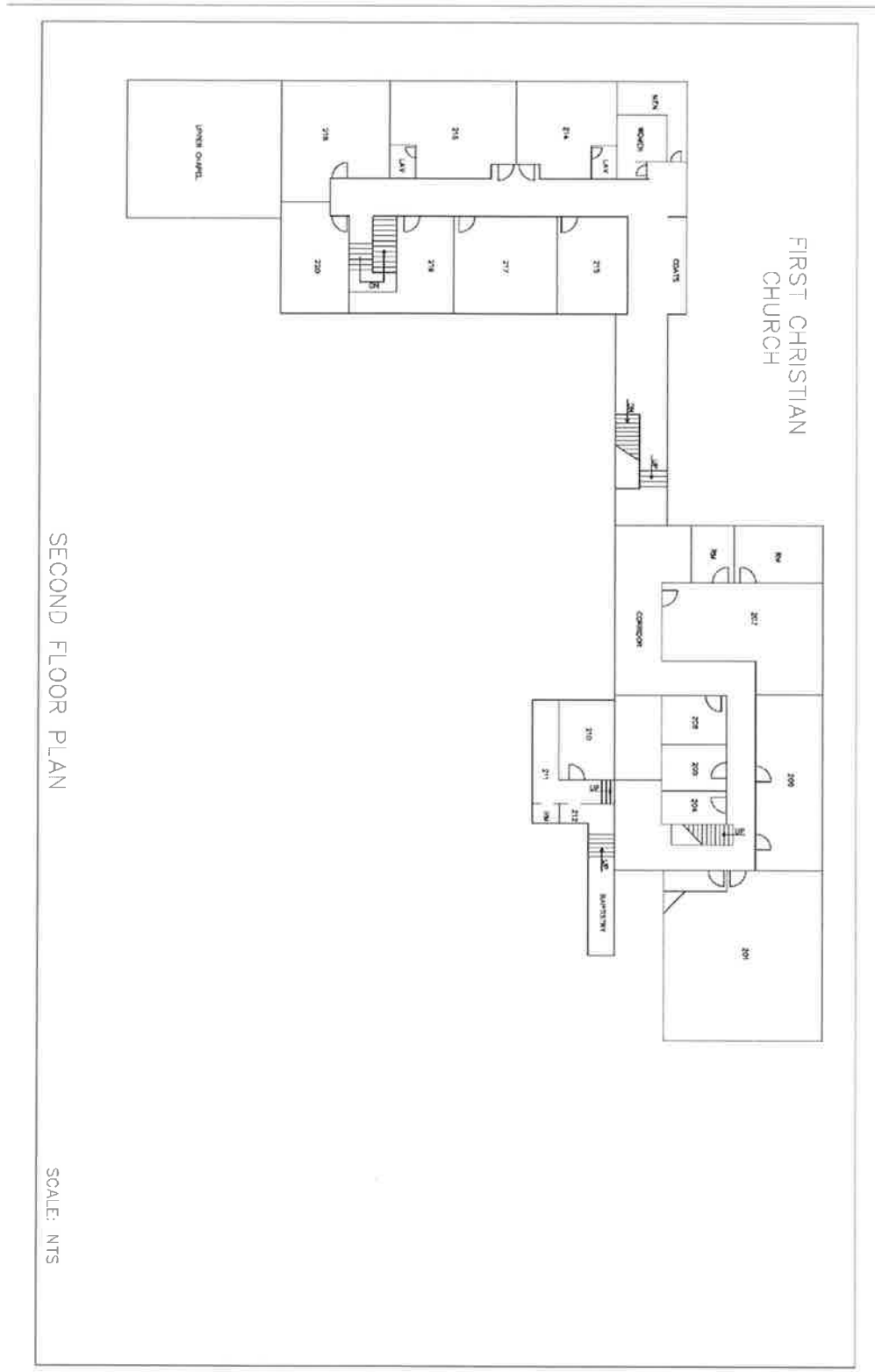
Expenses incurred in the preparation of proposals in response to this RFP are the Proposer's sole responsibility. The City assumes no responsibility for payment of any expenses incurred by any Proposer as part of the RFP process. The City, at its sole discretion, may select one or more of the submitted proposals for further negotiation or may reject all proposals.

Questions about this proposal should be directed to Mike Bailey, City Manager at mlbailey@cityofbartlesville.org.

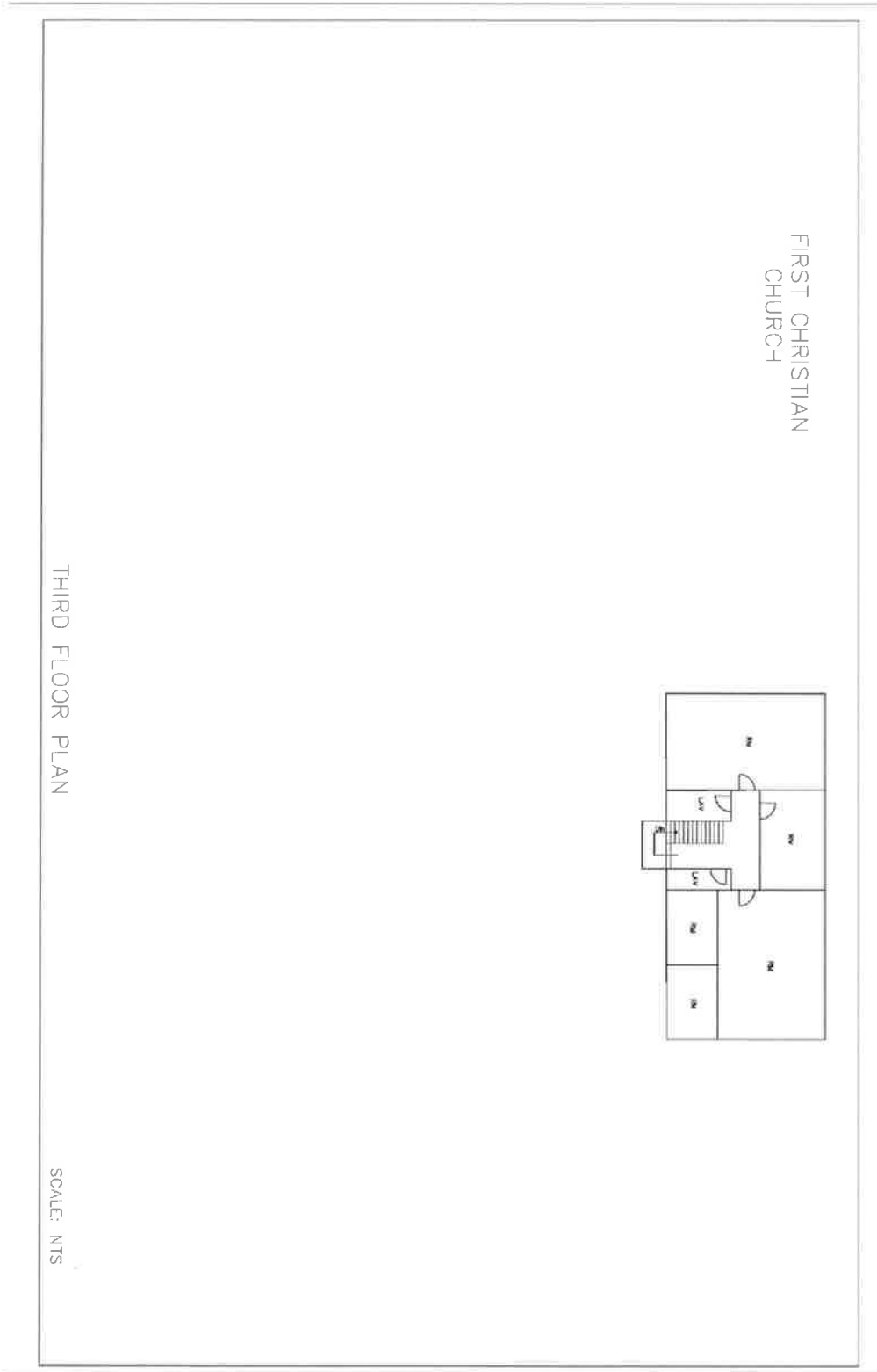
EXHIBIT A – FCC AND SURROUNDING AREA SITE MAP



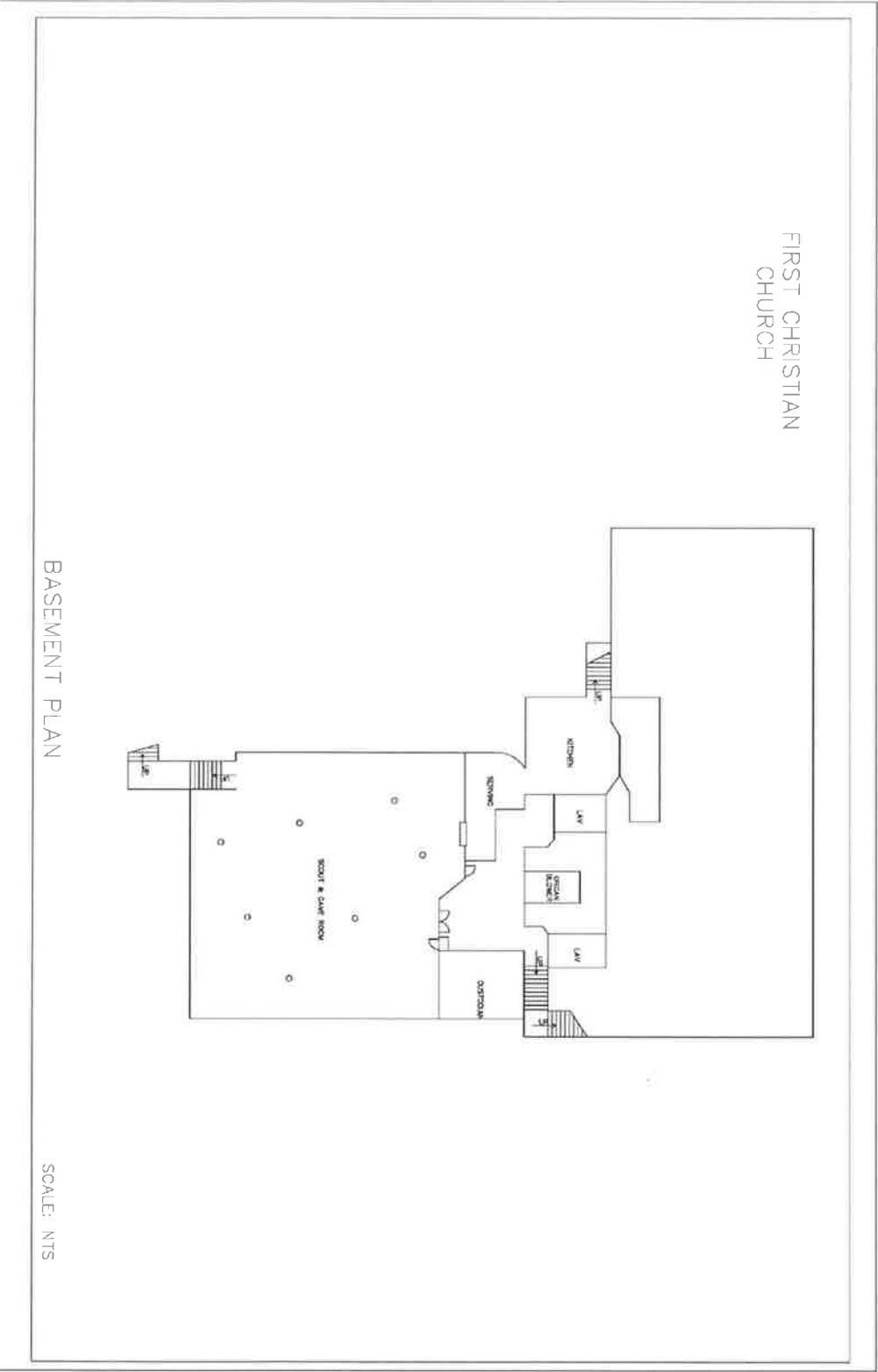
Second Floor



Third Floor



Basement



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Presentation of staff recommendations for potential General Obligation Bond projects in preparation for the Fall, 2023 General Obligation Bond election.

Attachments:
None

II. STAFF COMMENTS AND ANALYSIS

As Council considers calling a vote to authorize General Obligation (GO) bonds for capital improvements, staff has compiled a list of projects to consider. Staff has targeted a 4-year GO bond issuance projected to generate \$17.6MM. The duration for the 4-year GO Bond was selected based upon the future bonding analysis provided by our bond council, Jon Wolff, of Municipal Finance Services, Inc..

Staff received just over \$29.4MM in capital requests from department directors and have put together recommendations totaling \$17.55MM including estimated cost of issuance for the bonds. This leaves just under \$50K in projected available funds that could be allocated towards projects. Staff will present the recommended list of projects and future bonding analysis at the April 3rd Council meeting. The remaining unfunded director requests will be included as part of the presentation. No action is needed at this time with regards to specific projects.

There will be a couple of items to note with this recommendation. First, park projects were requested from both the Public Works Department and the Park Board, so there is some overlap in the initial requests. The Park Board had not yet prioritized their list of projects when we asked directors to submit their capital requests. The Park Board called a special meeting to prioritize their list and have done so. This will be reflected in the presentation. Second, there is a street funding request without specific streets identified. The staff request is for a certain level of GO Bond funding each year to slightly improve the pavement condition index (PCI) of the roadway system. This funding level was considered in conjunction with funding already planned as part of the current 5-year sales tax extension. The PCI study that has been ongoing since September, 2021 is finally nearing completion. While we have not had the opportunity to fully dive into a list of projects generated by the model, we have been able to target a yearly budget to maintain or slightly improve the overall condition of the system. The presentation will include a brief overview of what various funding levels will buy the City with regards to future street condition. Once staff has a better idea of what the street budget will be, specific street projects will be evaluated and presented to the Street and Traffic Committee for prioritization and council approval.

III. BUDGET IMPACT

There is no immediate budget impact with this presentation, however this is the first step towards establishing the GO Bond capital budget for the next four (4) years.

IV. RECOMMENDED ACTION

No action is required at this time.

No staff report for Significant Budget Issues. A PowerPoint will be presented at the meeting.