



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

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

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. Citizens to be heard.**
- 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
- 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

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

8. Discuss and take possible action to award Bid No. 2022-2023-015 for City Hall HVAC Component Replacement Project. Presented by Councilmember Roane.

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.

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.

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.
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.
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.
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.
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.
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.
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.

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.

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.

20. New Business

21. City Manager and Staff Reports.

22. City Council Comments and Inquiries.

23. 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 2, 2023.

Jason Muninger

Jason Muninger, City Clerk/CFO

/s/ Elaine Banes

by Elaine Banes, Deputy City Clerk

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

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

Sparklight: Channel 56

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



Official Proclamation

Cleaning Week March 26 -April 1, 223

WHEREAS, regular cleaning and disinfection are an investment in human health and safety, and

WHEREAS, the Centers for Disease Control and Prevention stresses the importance of routine cleaning and disinfecting to protect public health; and

WHEREAS, according to ISSA, the world's leading trade association for the cleaning industry, cleaned and disinfected surfaces reduce virus concentration by 41.7%; when combined with hand hygiene, this increases to 85.4%, and

WHEREAS, nearly three in five are more aware of surface cleanliness when they are out in public, and over half say that they would be more likely to frequent a business if it provided evidence that their facility has been properly disinfected; and

WHEREAS, manufacturers and distributors produce and deliver crucial cleaning and hygiene products; and

WHEREAS, essential frontline cleaning professionals work tirelessly to keep our schools, hospitals, work places, and other spaces healthy and safe for us all; and

WHEREAS, the grateful residents of the City of Bartlesville proudly support and join in this national celebration of the cleaning industry and bring attention to the importance of ensuring clean and sanitary conditions at work, in schools, and at home.

NOW THEREFORE, I, Dale Copeland, Mayor of the City of Bartlesville do hereby officially proclaim the week of March 26, 2023 as "Cleaning Week".

IN WITNESS WHEREOF, we hereunto set our hands and caused the Official Seal of the City of Bartlesville, Oklahoma, to be affixed this 6th day of March, in the year of our Lord two thousand and twenty-three.

Dale W. Copeland, Mayor and City Council Ward 1



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

REGULAR MEETING OF THE BARTLESVILLE CITY COUNCIL

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

Mayor Dale Copeland
918-338-4282

MINUTES

(The Notice of Meeting was posted December 15, 2022
and the Agenda was posted February 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; Micah Siemers, Director of Engineering; Fire Chief David Topping; Police Chief Tracy Roles; Larry Curtis, Director of Community Development; Kelli Williams, Chief Communications Officer; Laura Sanders, Director of Human Resources; Deputy Police Chief Kevin Ickleberry, Security; and Elaine Banes, Executive Assistant.

1. **The business meeting of the Bartlesville City Council was called to order at 5:30 p.m. by Mayor Copeland.**
2. **Roll Call was held and a quorum established.**
3. **The Invocation will be provided by Errol Hada, The Lighthouse Outreach Center.**
4. **Citizens to be heard.**

Bill Payton provided his opinion regarding the September 10, 2022 drag queen show, and how he feels the event broke City laws. Joel Rabin provided his opinion supporting Mr. Payton and adding additional rhetoric against holding events such as these in public parks.

Steve Hine provided his opinion that tax dollars should not be used for outside attorneys to develop an ordinance in regard to obscenity and the holding of a drag queen show in public areas, and to use the opinion that was previously provided by City Attorney Kane.

5. **City Council Announcements and Proclamations.**
 - Police Chief's Award for Valor to be presented to citizen Aaron Rademaker and a Commendation will be presented to E911 Dispatcher Kaylee Hill-Johnson by Deputy Chief Kevin Ickleberry.
6. **Authorities, Boards, Commissions and Committee Openings**
 - One opening on the Bartlesville Area History Museum Trust Authority.
 - One opening on the Bartlesville Redevelopment Trust Authority.
 - One opening on the Bartlesville Convention and Visitor's Bureau Board (Visit Bartlesville)
 - Two openings on the White Rose Cemetery Board

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

7. Consent Docket

a. Approval of Minutes

- i. The Regular Meeting Minutes of January 3, 2023.

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

- i. Appointment of Ms. Margaret Anton to a three-year term on the Bartlesville Adult Center Trust Authority at the recommendation of Mayor Copeland.
- ii. Appointment of Mr. Richard Sparks to a three-year term on the Sewer System Improvement Oversight Committee at the recommendation of Councilmember Dorsey.
- iii. Reappointment of Mr. Kregg Cammack and Mr. John Joyce to additional three-terms on the Bartlesville Adult Center Trust Authority at the recommendation of Mayor Copeland.
- iv. Reappointment of Mr. Jay Jenzen and Ms. Denise Parks to additional three-year terms on the Bartlesville History Museum Trust Authority at the recommendation of Councilmember Roane.
- v. Reappointment of Mr. Rob Fries to an additional two-year term on the Bartlesville Library Board at the recommendation of Mayor Copeland.
- vi. Reappointment of Ms. Laura Higbee to an additional three-year term on the Board of Adjustment at the recommendation of Mayor Copeland.
- vii. Reappointment of Ms. Sara Freeman to a three-year term on the City Planning Commission at the recommendation of Councilmember Roane.
- viii. Reappointment of Mr. Ben Rovenstine to an additional three-year term on the Park Board at the recommendation of Vice Mayor Curd.

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

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

d. Approval of Resolution

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

e. Receipt of Financials

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

Mayor Copeland read the consent docket in full. Ms. Roane pulled items 7.b.iv. and 7.b.vii. for further discussion. Vice Mayor Curd pulled Item 7.c.ii. for further discussion. Mr. Roszel pulled Item 7.c.v. for further discussion.

Ms. Roane moved to approve the consent docket with the exceptions of Items 7.b.iv., 7.b.vii, 7.c.ii. and 7.cv., seconded by Vice Mayor Curd.

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

Voting Nay: None

Motion: Passed

Item 7.b.iv Reappointment of Mr. Jay Jenzen and Ms. Denise Parks to additional three-year terms on the Bartlesville History Museum Trust Authority at the recommendation of Councilmember Roane.

Item 7.b.vii. Reappointment of Ms. Sara Freeman to a three-year term on the City Planning Commission at the recommendation of Councilmember Roane.

In regards to the reappointments of Mr. Jenzen, Ms. Park, and Ms. Freeman, Ms. Roane stated her appreciation to them for volunteering and that they are outstanding assets to the committees they serve. She also commended all of the volunteers who serve on City committees.

Item 7.c.ii. Professional Services Contract with BKL Inc. design services on the Park Roads and Parking Lot project in the amount of \$106,250.

Vice Mayor Curd stated that he looks forward to the design work on this project. He commended the work that has brought this forward and is looking forward to its completion. Mr. Bailey added that the project also includes improving park roads.

Item 7.c.v. Professional Services Contract with Keleher Architects for Pickleball Court Design in the amount of \$29,500.

Mr. Roszel stated that he been contacted by many citizens about pickleball and has seen how the tournaments bring revenue into the community. At his request, Mr. Siemers provided background on the project and a timeline on the completion of the new courts that will located next to the tennis courts at Sooner Park. He estimates construction beginning this summer.

Additional discussion also was held on Item 7.c.vii. which is the FY 2021 Assistance to Firefighters Grant. It was approved in the previous motion and vote. At the request of Vice

Mayor Curd, Fire Chief Topping provided information about the grant which is a training grant for all incident command staff to improve command efficiency in emergency incidents.

Vice Mayor Curd moved to approve Items 7.b.iv., 7.b.vii., 7.c.ii., 7.c.v. as presented, seconded by Mr. Dorsey.

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

Voting Nay: None

Motion: Passed

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

The Mayor opened the item stating ward boundaries were studied and changed in 2015 and that it was quite a process. He introduced Mr. Curtis as this is his first presentation to the City Council.

Mr. Curtis reported that the action requested at this meeting is for the City Council to authorize City staff to move forward with the public notice of redistricting wards. Per the City Charter at least 30 days notice to the public is required prior to redistricting approval. The map included in the Council packet is in flux and input from the Council is welcome and invited. Mr. Curtis went on to explain that following a census, the data is used to make an analysis on the ward boundaries. After studying the 2020 census, it was determined that there is a substantial increase in population in Ward 2 with a potential for more with future development, as well as a few other tweaks were needed in the other wards. He concluded that there is no specific number determined by State Statute or Charter but a 7% ratio of the total population, plus or minus, is generally used as a guideline to establish ward boundaries.

Discussion covered that according to the 2020 Census, Bartlesville population is at 37,245 so it shows an optimal value of 7450 in each ward; potential growth is expected to the south and east; pockets in Ward 2 that are in the county; how those pockets will not be annexed unless requested by property owners, or if they meet certain criteria; annexation laws; and the timeline for completion of redistricting.

Mr. Roszel moved to authorize staff to provide public notice of proposed changes to re-establish ward boundaries, seconded by Ms. Roane.

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

Voting Nay: None

Motion: Passed

9. New Business

No new business to report.

10. City Manager and Staff Reports.

Mr. Bailey reviewed several projects.

The Lee Lake project is getting close to completion. The parking lot will be smaller but will be adequate for the facilities. The entrances off of Adams Blvd. will be closed, and the only entrance to the Lee Lake area will be off of Silver Lake Road. There will be a soccer practice field added to the north, and a cricket field added to the park as well. He provided information about the landscaping of the area around the skate park, as well as the added lighting there and at Robinwood Park.

New signage has been installed at all of the parks and Pathfinder Parkway with additional landscaping around them to be added. The entryway signs wayfinding signs will also be added once the locations are State approved with the same design and scheme as the park signage.

The CDBG project for 5th Street Improvements is approximately 50% complete. The project includes sidewalks and pavement rehab between Virginia Ave, to Santa Fe Street. Estimated completion is the end of April, first of May depending on weather.

The Caney River pump station has been offline due to the inability to get a needed part. A new supplier has been contacted so hopefully the part will arrive and the station will up and running soon. If not functional before the Spring rains, manual operation of the pump station will need to be implemented.

Pathfinder expansion and renovation is ongoing. The preliminary design is still under review with STC.

A Douglas Park Shelter, approved in 2020 GO Bond, is to be installed where the old playground equipment was located. The new equipment is east of the old site, and the shelter would be best utilized close to the new playground equipment. Pathfinder Parkway will be connected to Douglas Park as well. It is hoped that the new type of asphalt being tested on Minnesota Street may be effective on the Parkways as well.

The City held a successful auction Saturday bringing approximately \$160,000 into the General Fund, as well as to the appropriate Enterprise Fund related to the equipment sold.

Discussion was held as the bathrooms on Pathfinder about security and making them available to the public. Glenn Security has been hired to add automatic locks and motion sensors to help secure the restrooms from vandalism and homeless people. Keeping the restrooms locked is not desirable, but has been required due to vandalism.

Mr. Bailey concluded that lake levels are a concern at 65%, so citizens are encouraged to minimize water usage as much as possible.

11. City Council Comments and Inquiries.

Ms. Roane thanked City staff for the work being done on ward redistricting. She also acknowledged Keith and Christy McPhail for organizing a warming shelter during a recent cold weather event. She encouraged citizens to volunteer and applauded the volunteers who assisted those in need recently.

Mr. Roszel thanked the Police and Fire Departments for their work. He added that he felt both departments are "a class act".

Mayor Copeland thanked all of City staff in the various departments for a job well done.

12. There being no further business to discuss, Mayor Copeland adjourned the meeting at 7:02 p.m.

Dale W. Copeland, Mayor

Jason Muninger, CFO/City Clerk

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

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

Attachments:

Application for White Rose Cemetery Board from Richard Keim

II. STAFF COMMENTS AND ANALYSIS

Mr. Keim has served on the Library Board, Sewer System Improvement Oversight Committee and was a teacher for 37 years. He 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 Richard Keim to the White Rose Cemetery Board at the next available City Council meeting.

Elaine Banes

From: ian@bitbrilliant.com
Sent: Tuesday, February 14, 2023 3:59 PM
To: Elaine Banes
Subject: New submission from Application for City Boards, Commissions, Committees & Trust Authorities

Richard Keim

cc: Keith Henry

CAUTION: External Source. THINK BEFORE YOU CLICK!

Please check the ones you wish to serve on:

- White Rose Cemetery Board

Name

Richard Keim

Address

301 Sooner Park Rd,
Bartlesville, OK 74006
[Map It](#)

Home Phone

(918) 335-3487

Cell Phone

(918) 440-5428

Email

richardgeo@aol.com

Ward Number

5

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

Former Oak Park Lions member in the 80's, volunteer coach at the YMCA and soccer. A graduate of Emporia State University, Emporia, Kansas. Was a school teacher for 37 years.

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

Former board member of the Library and the Sewer System Improvement Oversight Committee. Currently serving on the Ambulance Commission.

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

I am offering my service to help serve the community of Bartlesville.



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to reappoint Mr. Quinn Schipper to a three-year term on the City Planning Commission.

II. STAFF COMMENTS AND ANALYSIS

Mr. Schipper was appointed in March 2021 to fill the unexpired term of Brian Ross, that expires in April 2023. Mr. Schipper is eligible for reappointment to a three-year term, expiring in April 2026.

III. RECOMMENDED ACTION

Staff recommends the reappointment of Mr. Schipper to the City Planning Commission.



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to reappoint Ms. Gretchen Wendtland to a three-year term on the City Park Board.

II. STAFF COMMENTS AND ANALYSIS

Ms. Wendtland has been a great asset to the Park Board, and has agreed to continue for an additional three-year term.

III. RECOMMENDED ACTION

Staff recommends the reappointment of Ms. Wendtland to the City Park Board.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approval of a professional service agreement with Aimright Testing & Engineering. for geotechnical services for the Wastewater Treatment Plant Expansion – Caney River Corridor Improvements.

Attachments:

Contract

STAFF COMMENTS AND ANALYSIS

In September 2020, a professional services contract was awarded to Tetra Tech to develop two engineering reports, one for the wastewater plant expansion and the other for the Caney River pump corridor conveyance improvements. An Engineering Report provides a 35% level of engineering design as well as the environmental review of the proposed improvements. For the Caney River pump corridor Engineering Report, one component of the proposed improvements is to develop a flow equalization basin on property the City owns on County Road 2300 east of the Caney River. The Oklahoma Department of Environmental Quality requires a geotechnical investigation to be submitted with the Engineering Report to account for any sub-surface conditions that may impact the design.

Staff solicited proposals from several firms specializing in geotechnical services. Based on their submittal, staff selected Aimright Testing and Engineering as the most qualified for the project. The contract provides that Aimright will provide the requested geotechnical services for \$4,350. Funding for the project is through the Wastewater Capital Reserve Fund, which has a budget balance of \$1,016,316. Thus, there are sufficient funds for the professional services. The contract and scope of services are attached for your review.

RECOMMENDED ACTION

Staff recommends approval of the professional service contract with Aimright Testing & Engineering, Inc.



Construction Materials Testing • Special Inspections • Geotechnical Engineering

January 27, 2023, revised February 6, 2023

City of Bartlesville
401 South Johnstone Avenue
Bartlesville, OK 74003

Attn: Terry Lauritsen, P.E., Water Utilities Director
tlaurit@cityofbartlesville.org

Re: Proposal for Geotechnical Engineering Services | No. PG132623
Limestone South FEB – Bartlesville, OK
[NW Corner of W 2300 Rd and N 3950 Rd, Bartlesville, OK 74003](#)

AIMRIGHT is pleased to present this proposal to perform Geotechnical Engineering Services for the proposed construction at the referenced site. Our proposal is based on our review of the provided request for proposal information/documents (RFP), and our experience with similar projects.

We will provide our services on a Lump Sum basis. If additional testing and/or engineering services are required, AIMRIGHT will obtain your approval prior to performing. We will analyze the field and laboratory data and provide an engineering report within ~ 5 weeks after receiving notice to proceed.

For the stated Scope of Services outlined on the following page, the total cost is **\$4,350**.

Our Scope of Services will not include surveying of boring locations, quantity estimates, preparation of plans or specifications, slope stability analysis, or the identification and evaluation of environmental aspects of the project site.

If requested, GPR services may be conducted to scan the boring locations for any below grade utilities or obstructions that may not be located by OKIE or appropriate personnel. The services may be estimated at a lump sum cost of approximately \$1,100. AIMRIGHT will obtain quote/services from a subcontractor and include in final invoice.

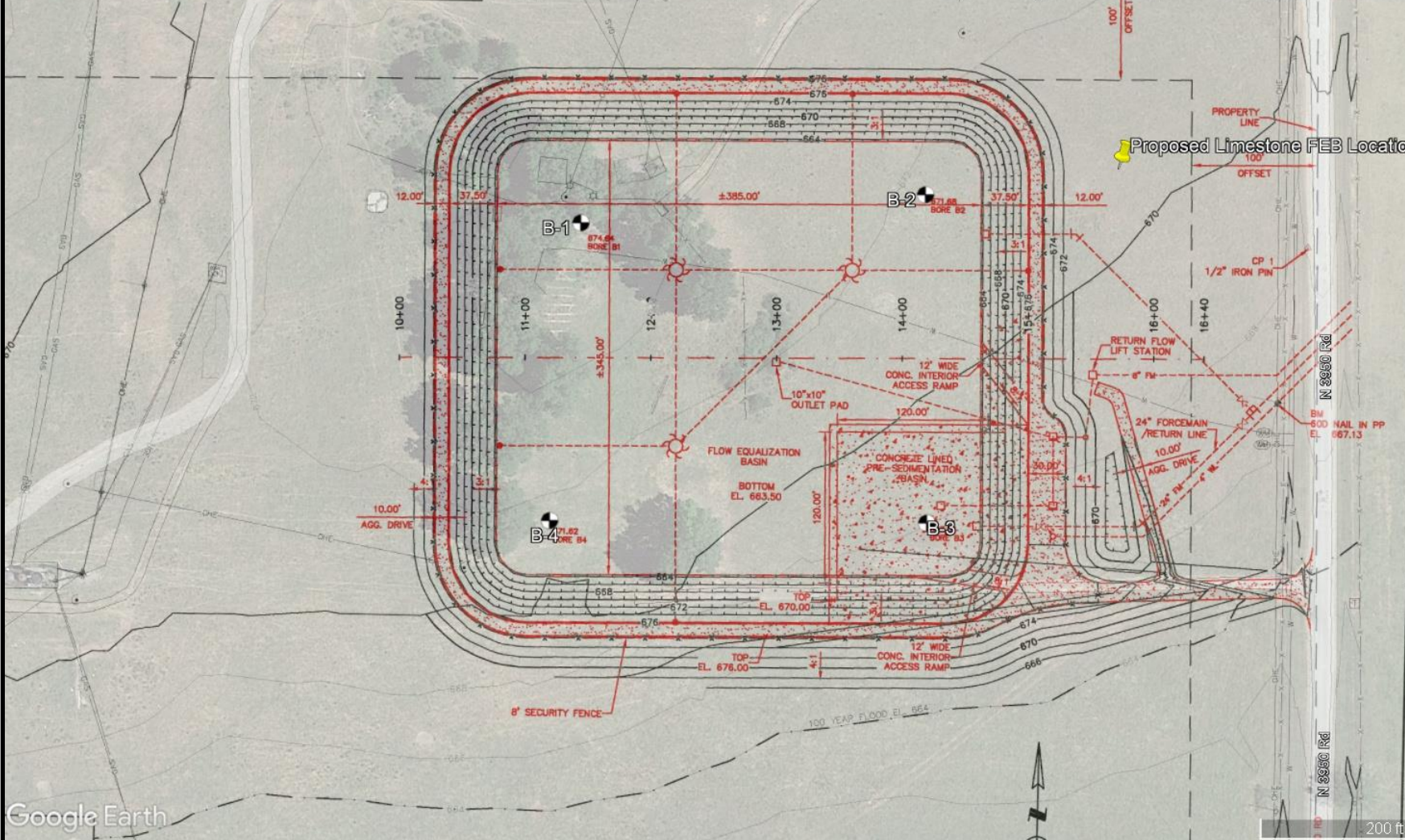
We have attached a copy of a Standard Proposal Acceptance Form, which, when signed and returned to AIMRIGHT, will serve as authorization to proceed with the proposed scope of work. We appreciate the opportunity to submit this proposal, and we are looking forward to working with you on this project. If you have any questions regarding this proposal, please contact us at your convenience.

Respectfully submitted,

Justin J. Boyd Jr., P.E.
Engineering Manager
jboyd@aimrighttesting.com
(918) 392-8041

DEVELOPMENT		<p>We understand that a new flow equalization basin will be constructed on the referenced site. The final design has not been completed. The site is undeveloped with some above/below grade infrastructure along the perimeter and mainly grass/soil covered with a few trees/shrubbery throughout.</p> <p>The site is generally level with minimal elevation differences across the site. Cut/fill depths have not been finalized; however, we estimate that cut/fill of approximately 1 to 10 feet will be required to reach the final site elevations.</p> <p>The structures are anticipated to be supported by a concrete slab-on-ground and shallow foundation system. Information regarding estimated structural loading conditions was not provided; however, we will utilize maximum column loads of 5 to 7 kip and wall loads of 1 kip per linear foot in our engineering analyses.</p>	
		<p>Prior to mobilizing to the site, we will contact OKIE for utility location. We do not anticipate difficulties in accessing the boring locations. <u>If there are any suspicions of sensitive subsurface obstructions that will not verified by OKIE or appropriate personnel, then we recommend utilizing GPR services to assist in clearing the boring locations.</u></p>	\$800
		<p>As requested, we propose to explore the subsurface conditions by drilling four (4) borings across the planned construction footprint to depths of 25 feet (B-1 to B-4) or 5 feet into rock or auger refusal, whichever occurs first. If additional drilling is necessary, you will be contacted immediately to authorize.</p> <p>Representative soil samples will be obtained using a standard 2-inch outside diameter split-barrel sampler in general compliance with American Society of Testing and Materials (ASTM) D 1586 standards to evaluate the consistency and general engineering properties of the subsurface soils. At regular intervals within the borings, split-spoon samples will be visually classified based on texture and plasticity.</p> <p>Field personnel will log the soils encountered and retain the split-spoon samples for additional assessment and selective laboratory testing. If any, groundwater level readings will be recorded during and at the completion of drilling. Upon completion of drilling, all borings will be left open for a period of at least 48 hours, but no more than 96 hours. Field personnel will then return to the site to obtain groundwater level reading and the boring will be backfilled per OWRB requirements.</p>	\$1,450 + \$375
SCOPE OF SERVICES	Mobilization		
	Field Exploration		
	Laboratory Testing	<p>We anticipate the laboratory testing program will include in-situ moisture content determination, Atterberg limits, particle size analysis, and soil classification performed in general accordance with ASTM and American Association of State Highway Transportation Officials (AASHTO) procedures.</p>	\$1,150
	Engineering Report	<p>We will analyze the field and laboratory data and provide an engineering report regarding recommendations for, where applicable, site earthwork, fill material, slab-on-ground, lateral earth pressure parameters, and foundation design in general accordance with the RFP.</p>	\$575

620558.7185	62971.7628	674.64'	25
620298.7545	62978.7751	671.68'	25
620292.9719	62676.8123	668.05'	25
		671.62'	25



Google Earth



100
HOLLOWAY, UENDE
2001 FALLOWAY
BROOKER PARKWAY, OK
91-25-10754
DATE: 8/28/2023

APPENDIX E
LIMESTONE SOUTH FEB
CONCEPTUAL SITE
PLAN

MARK	DATE	DESCRIPTION

CITY OF BARTLESVILLE
CHICKASAW WWTP AND COLLECTION
SYSTEM IMPROVEMENTS

APPROXIMATE BORING LOCATIONS

BORING LOCATION PLAN

PROPOSAL NO.: PG132623
SOURCE: Aerial Imagery/Provided Plan

PROJECT: Limestone South FEB – Bartlesville, OK
CLIENT: City of Bartlesville





 APPROXIMATE BORING LOCATIONS

BORING LOCATION PLAN

PROPOSAL NO.: PG132623
SOURCE: Aerial Imagery/Provided Plan

PROJECT: Limestone South FEB – Bartlesville, OK
CLIENT: City of Bartlesville



PROJECT AUTHORIZATION and INFORMATION LISTING

Proposal No.		Date:	
---------------------	--	--------------	--

Authorization	
----------------------	--

Firm Name:	
Address:	
Phone #:	
Print Name/Title:	
Signature:	

Project Information	
----------------------------	--

Name:	
Location:	
Project No.:	
Purchase Order No.:	
Manager:	

Invoicing	
------------------	--

Name:	
E-mail:	
Address:	
Phone #:	

Distribution Copies			
----------------------------	--	--	--

Name:		E-mail:	
Name:		E-mail:	
Name:		E-mail:	
Name:		E-mail:	

Special Instructions	
-----------------------------	--

GENERAL TERMS AND CONDITIONS

SECTION 1: STANDARD OF CARE

- 1.1 The standard of care for all services performed or furnished by AIMRIGHT Testing and Engineering, LLC ("Consultant") under this Contract will be that level of care and skill ordinarily exercised by members of Consultant's profession practicing under similar conditions at the same time and in the same geographical region. Consultant makes no warranties, express or implied, under this Contract or otherwise, in connection with the Consultant's services.

SECTION 2: CONSULTANT'S SERVICES

- 2.1 Services. Consultant shall perform the services described in Consultant's Proposal in accordance with this Contract, which may include construction materials testing services or subsurface exploration and geotechnical consultation services.

- 2.2 Subsurface Exploration and Geotechnical Consultation Services. If Consultant's Proposal includes services for subsurface exploration and geotechnical consultation, then this Section 2.2 shall apply:

(a) Subsurface Risks. Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Site exploration may fail to detect unknown or undocumented conditions such as sinkholes, underground mines, caverns, hazardous materials, etc. Subsurface sampling may also result in unavoidable contamination of certain subsurface areas, or bodies of water if unknown contaminated zones exist at the site. The passage of time also must be considered, and Client recognizes that, due to natural occurrence or other direct or indirect human intervention at the site or distance from it, actual conditions may quickly change. Client understands that elimination of these risks is not possible and therefore waives any claim against Consultant, for injury or loss or property liability that may arise from such subsurface conditions.

(b) Site Clearing/Erosion Control. When clearing of vegetation or benching into the earth is required to provide access for exploration equipment, rough-cleared access roads and some felled trees may result. Consultant shall not be responsible for restoring the site to its original condition, and Consultant shall not conduct any regrading, revegetation or erosion control.

(c) Utilities/Existing Man Made Objects. Prior to Consultant commencing the services, Client shall disclose the presence and accurate location of any utilities and any hidden or obscure man-made objects to Consultant in writing. Consultant shall not be responsible for any damages to subterranean structures or objects that were not specifically identified to Consultant in writing prior to Consultant commencing the services and/or which were not correctly shown on the plans furnished to Consultant. The Client agrees to waive any and all claims against the Consultant Group and to defend, indemnify and hold harmless the Consultant Group from and against all claims, costs, losses, liabilities, damages, and expenses (including, but not limited to, all attorneys' fees and dispute resolution costs) arising out of or relating to damage to subsurface conditions or structures, whether owned by Client or third parties.

(d) Samples. Consultant will retain all soil and rock samples for thirty (30) days. Further storage or transfer can be made at the Client's expense upon written request.

- (e) Construction Estimates/Bid Documents/Plans and Specifications.

(1) Any reports prepared by Consultant in connection this Contract are for general geotechnical design purposes only, and Client shall not rely on these reports to prepare accurate bids or estimates for excavation and rock quantities, dewatering, removal of unsuitable materials or excavation support. An entirely different work scope will be required for quantity estimation purposes.

(2) Client agrees to retain Consultant to review the plans and specifications and work with other design professionals who are affected by any report furnished by Consultant in connection with this Contract. The review of plans and specifications is to assure that the geotechnical issues have been dealt with properly and that geotechnical findings and recommendations are properly interpreted and incorporated in design.

(3) Misinterpretation or improper use of Consultant's reports by contractors or others in preparing cost and quantity estimates or bid documents is a major cause of construction claims. Client agrees to defend, indemnify and hold harmless the Consultant Group from and against all claims, costs, losses, liabilities, damages, and expenses (including, but not limited to, all attorneys' fees and dispute resolution costs) arising out of or relating to cost or quantity estimates or bid documents prepared by others without Consultant's written approval.

2.3 Time. Unless specific periods of time or specific dates are specified in this Contract, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services. If in this Contract specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of Consultant, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment.

2.4 Changes. If Client requests changes in the scope of Consultant's services, the time of performance of Consultant's services shall be adjusted equitably and the rates and amounts of compensation provided for herein shall also be subject to equitable adjustment.

SECTION 3: OWNERSHIP OF DOCUMENTS

3.1 All reports, boring logs, field notes, laboratory test data, calculations, estimates, proprietary information and other documents or information ("Instruments of Service") prepared, developed, or acquired by Consultant shall be the property of Consultant, and Consultant shall retain an ownership and property interest therein.

3.2 Client agrees that all Instruments of Service or other work furnished to the Client or its agents, which are not paid for in accordance with the Contract, shall be returned to Consultant upon demand and shall not be used by the Client for any purpose whatever.

3.3 Consultant hereby grants to Client a nonexclusive license to use the Instruments of Service furnished by Consultant only for the purpose of the operation and maintenance of the Project for which the Instruments of Service were provided. Client may make and retain copies of the Instruments of Service only for use on the Project by Client. The Instruments of Service are not suitable for reuse by Client or others on extensions, modifications, or expansions of the Project or any other project. Any such reuse or modification without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, shall be at Client's sole risk and without liability or legal exposure to Consultant, or to Consultant's officers, directors, partners, employees, agents, or representatives (the "Consultant Group").

3.4 Client agrees to waive any and all claims against the Consultant Group and to defend, indemnify and hold harmless the Consultant Group from and against any and all claims, costs, losses, liabilities, damages, and expenses (including, but not limited to, all attorneys' fees and dispute resolution costs) arising out of or relating to Client's use of the Instruments of Service in violation of the Contract.

SECTION 4: PAYMENT TERMS

4.1 Client shall pay Consultant for the services performed or furnished on the basis set forth on the Information Sheet.

4.2 Invoices will be submitted monthly to Client and upon Consultant's completion of services. Invoices are due and payable within thirty (30) days of receipt. If Client fails to make any payment due Consultant for services or expenses within thirty (30) days after receipt of Consultant's invoice, the amounts due Consultant will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Consultant may, after giving seven (7) days written notice to Client, suspend the services until Consultant has been paid in full all amounts due. Payments will be credited first to interest and then to principal.

4.3 In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and Client shall pay to Consultant the undisputed portion.

4.4 Client agrees to pay all collection costs and expenses, including attorneys' fees, incurred by Consultant in collecting or attempting to collect any past due account.

SECTION 5: INSURANCE & LIMITATION OF LIABILITY

- 5.1** Consultant shall procure and maintain the following insurance coverage:
- | | | |
|-----|---|----------------------------|
| (a) | Worker's Compensation Insurance | statutory limit |
| (b) | Employer's Liability | \$1,000,000 |
| (c) | Comprehensive General Liability Insurance | |
| | General Aggregate | \$2,000,000 |
| | Bodily injury & property damage | \$1,000,000 per occurrence |
| (d) | Automobile Liability Insurance | \$1,000,000 per occurrence |

5.2 Limitation of Professional Liability. Notwithstanding anything in the Contract to the contrary, and to the fullest extent permitted by law, Client agrees that the total liability of the Consultant Group to Client and anyone claiming by, through, or under Client for any cost, loss, or damages caused by the acts or omissions of Consultant shall not exceed \$100,000.00 or Consultant's total fee for the services, whichever is more.

5.3 Waiver of Consequential Damages. Notwithstanding anything herein to the contrary, neither Consultant nor Client shall be liable to the other for any consequential, special, or indirect losses or damages, whether arising in contract, warranty, tort, strict liability or otherwise, including but not limited to losses of use, profits, business, reputation or financing.

SECTION 6: RIGHT OF ENTRY

6.1 Client and/or property owner shall provide access to and make all provisions for right of entry to Consultant and all equipment necessary for Consultant to perform the services. It is understood by Client that in the normal course of services some damage may occur, the correction of which is not part of this Contract. Client shall not be responsible whatsoever for any such damage or for the correction of any damage.

SECTION 7: SAMPLING OR TEST LOCATION

7.1 Unless otherwise specified in writing, the Consultant's fees set forth on the Information Sheet do not include costs associated with surveying the site for the accurate horizontal and vertical locations of boreholes, test pits or other field tests performed. Client shall be responsible for such additional costs. Field tests or boring locations described in Consultant's report or shown on sketches are based on information furnished by others or estimates made in the field by Consultant's representatives. Client acknowledges and agrees that such dimensions, depths, or elevations are approximations only. Client shall not rely upon such information, and Consultant makes no warranties, express or implied, as to this information.

SECTION 8: MONITORING OF FIELD ACTIVITIES

8.1 The presence of Consultant's field personnel, either full-time or part-time, at the Project will be for the purpose only of providing periodic observation and field testing of specific aspects of the Project as authorized by the Client. Client acknowledges and agrees that Consultant will not be responsible for the supervision or direction of the contractor's work, or the work of contractor's employees, agents, or subcontractors. The presence or absence of Consultant's field representatives, or Consultant's observation or testing, shall not relieve the contractor of its responsibilities to perform its work in accordance with the plans and specifications. Consultant shall not have any 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 contractor's work or of any other persons or entities performing portions of the work at the Project.

8.2 The observations and tests performed by Consultant's field representative are valid only for the time and location the test is performed. The Client acknowledges that outside factors such as construction activity, weather and the passage of time can alter condition of the material tested or observed.

8.3 Client agrees that the contractor will be solely and completely responsible for working conditions at the Project, including safety of all persons and property during performance of its work, and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to

normal working hours. Client acknowledges and agrees that Consultant will not be responsible for job or site safety on the Project, and that Consultant does not have the duty or right to stop the work of the contractor.

- 8.4** Client waives any and all claims against the Consultant Group and agrees to indemnify, defend and hold harmless the Consultant Group from and against all claims, costs, losses, liabilities, damages, and expenses (including, but not limited to, all attorneys' fees and dispute resolution costs) arising out of or relating to contractor's failure to perform its work in accordance with plans and specifications or contractor's failure to comply with the applicable safety requirements and regulations.

SECTION 9: HAZARDOUS SUBSTANCES

9.1 Client agrees to comply with all applicable laws related to Hazardous Substances. Consultant shall not be responsible in any way for any Hazardous Substances uncovered, revealed, or discovered at the Project site.

9.2 The term "Hazardous Substance" means any substance or material: (i) the presence of which requires management, reporting, investigation or remediation under any federal, state or local law, statute, rule, regulation, ordinance, order, action, policy or common law; (ii) which is or becomes regulated by any federal, state or local governmental authority, including without limitation, any substance or waste material which is defined or listed as a "hazardous waste," "acutely hazardous waste," "extremely hazardous substance," "restricted hazardous waste," "industrial waste," "hazardous substance," "hazardous material," "pollutant" "hazardous air pollutant," "criteria pollutant," "volatile organic compound," "priority pollutant," "special waste," "SARA 313 chemical" or "contaminant" under any law; (iii) which contains gasoline, diesel fuel or other petroleum hydrocarbons or a petroleum derivative; (iv) which contains polychlorinated biphenyls ("PCBs"), asbestos or urea formaldehyde; or (v) which poses an unreasonable risk of injury to human health or the environment.

9.3 If any Hazardous Substance is discovered at the Project site, the Client shall be solely responsible for all costs and expenses associated with the discovery of such Hazardous Substance. To the fullest extent permitted by law, the Client shall defend, indemnify and hold harmless the Consultant Group from and against any and all claims, costs, losses, liabilities, damages, and expenses (including, but not limited to, all attorneys' fees and dispute resolution costs) arising out of or related to Consultant's performance of the services in an area where a Hazardous Substance is discovered.

SECTION 10: DISPUTES

10.1 In the event of a dispute arising out of or relating to this Contract or the services to be rendered hereunder, Client and Consultant agree to attempt to resolve such disputes in the following manner:

(a) Amicable Resolution. The parties agree to first attempt to resolve such disputes amicably through direct negotiations between the appropriate representatives of each party.

(b) Mediation. If such negotiations are not fully successful, the parties agree to attempt to resolve any remaining disputes by mediation conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Oklahoma. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

(c) Arbitration. The parties acknowledge and agree that the Contract and the subject matter hereof are substantially connected with and involved with interstate commerce. Any controversy, dispute or claim arising out of or related to the Contract, or the breach thereof, not otherwise resolved in accordance with this Section shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The arbitration hearing shall be held in Oklahoma. The provisions of this section to arbitrate and any judgment rendered upon the award by the arbitrator or arbitrators may be enforced in any court having jurisdiction thereof. The prevailing party shall be entitled to have its reasonable attorneys' fees and related costs and expenses paid by the non-prevailing party.

SECTION 11: THIRD PARTY CLAIMS

11.1 To the fullest extent permitted by law, Client agrees to defend, indemnify and hold harmless the Consultant Group from and against any and all third party claims whatsoever (including, but not limited to, all attorneys' fees and dispute resolution costs) arising from any act, error, or omission of Client relating to the Project. To the fullest extent permitted by law, Consultant agrees to defend, indemnify and hold harmless the Client from and against any and all third party claims whatsoever (including, but not limited to, all attorneys' fees and dispute resolution costs) arising from any act, error, or omission of Consultant relating to the Project.

SECTION 12: TERMINATION

12.1 This Contract 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 this Contract, and provided that the defaulting party has not cured such failure within five (5) days after receiving such written notice. In the event of termination, Consultant shall be paid for services performed to the termination date plus reasonable termination expenses.

12.2 In the event Client terminates or suspends Consultant's services for three (3) months or more prior to Consultant's completion of all reports contemplated by this Contract, Consultant may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of termination or suspension. Client shall be responsible for the expenses of such termination or suspension, which shall include, without limitation, all costs of Consultant to complete such analyses, reports or records.

12.3 Consultant may terminate the Contract by written notice to Client if Client fails to pay Consultant's undisputed invoices in the manner required by this Contract, if such failure continues for a period of ten (10) days after written notice is given to Client.

SECTION 13: ASSIGNS

13.1 Neither the Client nor Consultant may delegate, assign, sublet or transfer any obligation or interest in this Contract without the written consent of the other party.

SECTION 14: CERTIFICATIONS, GUARANTEES AND WARRANTIES

14.1 Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant having to certify, guarantee or warrant the existence of conditions whose existence Consultant cannot ascertain. Client shall not make resolution of any dispute with Consultant or payment of any amount due to Consultant in any way contingent upon signing any such certification, guarantee, or warranty.

SECTION 15: MISCELLANEOUS

15.1 Governing Law. This Contract shall be governed by the law of the state in which the Project is located.

15.2 Notices. Any notice required under this Contract shall be in writing, addressed to the appropriate party at its address on the signature page and given personally, by certified mail (return receipt requested), or by Federal Express, UPS, or other nationally recognized overnight carrier. All notices shall be effective upon the date of receipt.

15.3 Waiver. Non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Contract.

15.4 Headings. This Contract may be executed in one or more counterparts and by the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument. All signatures need not appear on the same counterpart.

15.5 Severability. The determination of the invalidity of all or any provision in this Contract shall not render the remaining provisions void or unenforceable, and this Contract shall thereafter be construed as though such invalid provision were not a part hereof.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Contract with Witt O'Brien's of Houston, TX. to update the Storm-Water Pollution Prevention Plan (SWP3) for the Bartlesville Municipal Airport

Attachments:

Witt O'Brien's Term and Conditions agreement

II. STAFF COMMENTS AND ANALYSIS

Witt O'Brien's P.E. qualified in development of Stormwater Pollution Prevention Plans (SWP3) and Spill Prevention Control and Countermeasures to update the SWP3 at a reduced rate of \$2,150. Includes a re-write of the plan and a physical-copy + shipping.

III. RECOMMENDED ACTION

Staff recommends contracting with Witt O'Brien's to update the SWP3.

GENERAL TERMS & CONDITIONS

These General Terms and Conditions are entered into between Witt O'Brien's and its subsidiary companies ("WOB") and the counterparty signed below ("Customer") on the date set forth below. WOB and Customer may be referred to herein collectively as "Parties". WOB agrees to and shall provide the services as described and agreed upon in writing between the Parties ("Services") and such Services shall be governed by these General Terms and Conditions. WOB agrees to commence the Services on the date and time agreed between the Parties. Any notice given by either party shall be exchanged via email between Customer's designated point of contact and WOB's designated point of contact with a copy to contractrequests@wittobriens.com. WOB shall perform the Services in a professional and workman like manner, utilizing the standard of care normally exercised by professional consulting firms in performing comparable services under similar conditions.

To the extent permitted by law, WOB will release, indemnify, defend and hold harmless Customer, from and against all claims, losses, damages, costs (including legal fees), expenses and liabilities resulting from WOB's sole negligence. To the extent permitted by law, Customer will release, indemnify, defend, and hold harmless WOB from and against any claims, losses, damages, costs (including legal fees), expenses and liabilities resulting from Customer's sole negligence. In no event shall either party be liable for any exemplary, punitive, incidental, special, or consequential damages of any kind, except as otherwise provided herein, WOB's liability for any and all claims arising out of or in connection with the agreement shall not exceed, in the aggregate, the fees actually paid by Customer to WOB under this agreement.

Invoices will be submitted monthly or upon completion of the Services as mutually agreed in writing and payment of such invoices are due upon receipt. Neither party shall be responsible for any failure in performance other than the obligation to make payments for work performed, to the extent that such delay or failure was caused by a force majeure event.

Customer may request changes to the Services by providing notice in writing to WOB. WOB shall prepare and provide an estimate of additional costs and time required, if any, to Customer within a reasonable time frame. Upon written agreement, the requested change and any associated costs shall form a part of the Services provided hereunder. No warranty other than those expressly set out herein shall apply, no other warranty is express or implied and WOB specifically disclaims the implied warranty of merchantability and fitness for a particular purpose.

The validity, enforceability, interpretation, and jurisdiction of this Agreement shall be determined and governed by the laws of the federal courts located in Harris County State of Texas

These General Terms and Conditions and the applicable Services may be terminated at any time by either party, provided the requesting party provides the other with 30 days written advance notice. In this event, Customer shall pay WOB for the Services rendered through the date of termination. Either party may immediately terminate the Services provided hereunder upon a material breach of these General Terms and Conditions by the other party.

Customer and WOB confirm that they understand and accept these terms and conditions that will govern the Services.

Witt O'Brien's, LLC

City of Bartlesville

Signature

Signature

Name

Name

Title

Title

Date

Date

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

City Council consideration and approval of a contract between Link Media Outdoor and the Bartlesville Public Library/City of Bartlesville for billboards for the 2023 Summer Reading Program.

Attachment: Link Media Contract for Outdoor Advertising
Standard Contract Terms and Conditions

II. STAFF COMMENTS AND ANALYSIS

Each year the Library purchases billboards to advertise the annual Summer Reading Program. The summer reading program is the Library's largest programming event each year. We advertise with multiple media to reach as many children and teens as possible.

III. BUDGET IMPACT

As in the past, we plan to purchase four billboards for May 2023. The total cost of billboards and artwork this year is \$2,140.00. This programming expense was included in this year's 101 fiscal year budget.

III. RECOMMENDED ACTION

Staff recommends the approval of the Link Media Contract for Outdoor Advertising and the Bartlesville Public Library/City of Bartlesville.



CONTRACT FOR OUTDOOR ADVERTISING

2023-02-28 14:48:27 54114-0

CONTRACTED BY:			ON BEHALF OF ADVERTISER:		
CUSTOMER #	37330	LMSC08723	CUSTOMER #		
NAME	Bartlesville Public Library		NAME		
ADDRESS	600 S. Johnstone		ADDRESS		
CITY/STATE/ZIP	Bartlesville, OK 74003		CITY/STATE/ZIP		
CONTACT	Denise Goff		CONTACT		
EMAIL ADDRESS	dcgoff@cityofbartlesville.org		EMAIL ADDRESS		
PHONE #			PHONE #		
P.O.#					
ADVERTISER	Bartlesville Public Library				

Qty	Product Description	Illum	Size	Term in Months	Service Dates	Production Rate	Rate Per Period
1	OK.KE004E.B.LR.STA, Oklahoma, Hensley Blvd, 80 ft W/O S Cherokee Ave S/S, E/F, Right, Regular	Yes	12'0 x 24'0	1	05/01/2023 - 05/31/2023	100.00	300.00
1	OK.KE041W.RR.STA, Oklahoma, Frank Phillips Blvd, .25 mi E/O Silver Lake Rd S/S, W/F, Regular	Yes	12'0 x 24'0	1	05/01/2023 - 05/31/2023	100.00	465.00
1	OK.KE053E.LR.STA, Oklahoma, USH 60, .2 mi W/O Silver Lake Rd S/S, E/F, Regular	Yes	12'0 x 24'0	1	05/01/2023 - 05/31/2023	100.00	515.00
1	OK.KE058W.LR.STA, Oklahoma, USH 60, .08 mi W/O Madison Blvd N/S, W/F, Regular	Yes	12'0 x 24'0	1	05/01/2023 - 05/31/2023	100.00	460.00
Amount Per Period (Net)							\$1,740.00
Estimated Production (Contract) TOTAL						\$400.00	
Tax to be Added Upon Invoicing.							
Additional Production May be Ordered Upon Request.							
Grand Total (Net)							\$2,140.00

Notes:

Agency/Advertiser hereby contracts for the outdoor advertising services described in this contract ("Contract"), which consists of the terms set forth above and the "Standard Terms" below. Contracts transmitted, approved and otherwise verified via electronic methods are to be treated as original contracts and are subject to the terms and conditions this document. This Contract must be signed by Agency or Advertiser and Link Media Outdoor or its subsidiary to be considered binding and effective.

Advertiser:	Agency:
Signature: _____	Signature: _____
Printed Name: _____ Date: _____	Printed Name: _____ Date: _____

Link Media Outdoor
 Signature: _____ Name: _____ Date: _____

FOR INTERNAL USE: (T)

	Sales Person Andy Manning 523 South Virginia Ave. Bartlesville, OK 74003 Ph#: 918-802-5456	Office Address Link Media Outdoor 523 South Virginia Ave. Bartlesville, OK 74003 Ph#: 844-404-Link (5465) Fax#: 866-464-6691
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**STANDARD CONTRACT TERMS AND CONDITIONS FOR
LINK MEDIA OUTDOOR AND ITS SUBSIDIARIES**

1. Advertising Services. By signing this contract, Advertiser and/or Agency, (hereinafter referred to as Advertiser) and Link Media Outdoor (hereinafter referred to as Link) agree that Link shall provide the advertising services specified on Page 1 of the contract in return for payments specified upon the terms and conditions set forth. This is a non-cancellable agreement. Advertiser may not cancel or modify this contract for any reason without the written approval from Link.
2. Advertising Agency. If this contract is signed by an Advertising Agency or if Advertiser subsequently appoints an agency to represent Advertiser, the term 'Advertiser' shall include both Advertiser and Agency with all Advertiser obligations being joint and several between Advertiser and Agency.
3. Payments/In Service Dates. New advertisers shall pay in advance for the first month of the contract plus payment in full for the production and installation of any ads, upon execution of the contract. Thereafter, Advertiser agrees to pay Link promptly, in advance, at the beginning of each billing period. A billing period is defined as a calendar month or 4-week/28 day period. All charges are net to Link.
4. Commencement Date. The Advertiser accepts that the billing begins on the Commencement Date. The actual posting may occur five business days either side of the Commencement Date, to adjust for any weather, shipping or operational delays. Advertiser will furnish approved artwork (scaled, high resolution images, fonts and colors) or materials to prepare final artwork or printed material to Link 2 weeks prior to the Commencement Date.
5. Credit. If Link has extended credit to Advertiser as a convenience to Advertiser, Link will send an invoice at regular intervals. Advertiser's obligation will not be dependent upon the receipt of said invoice. Payment for services rendered is Net 10. Past due accounts shall be charged interest from the invoice date at a per annum rate of 12%, or the highest rate allowed by applicable law, whichever is less. If Advertiser disputes any charges on an invoice, Advertiser will contact Link via email to accounting@linkmediaoutdoor.com within 10 days after the invoice date ("10-day window"), stating the alleged error and providing evidence detailing the dispute. All charges will be considered accurate and agreed upon if Advertiser fails to notify Link within the 10-day window.
6. Invoices. Invoices will be sent to the accounts payable email address as designated on page 1 of this contract. Advertiser is responsible to update all address information promptly by notifying accounting@linkmediaoutdoor.com. Payments under this contract are due according to the agreed upon billing schedule, whether or not invoices have been received.
7. Credit Card Authorization. Advertiser may from time to time authorize Link to charge a credit card for all amounts due hereunder and/or under all advertising contracts between the parties. In such event, Advertiser acknowledges and agrees that Link is authorized to charge the credit card upon each invoice date under this contract for the full amount owed for that billing period, including one-time and recurring charges, specified in this contract. Advertiser agrees that such authorization shall extend to any modifications to such amounts agreed to in writing by both parties. Advertiser may revoke such authorization by written notice received by Link at least 3 days prior to the effective date of revocation. If the authorization revocation is affected without a substitute credit card authorization or a substitute payment plan being mutually agreed upon by the parties in writing with 10 days thereafter, Link may at its option consider the revocation a material breach of this contract and the provisions of Section 8 shall be applicable.
8. Breach. Advertiser agrees that failure to make payment of any invoice according to the terms and conditions of this contract shall constitute a material breach of this contract. Upon a material breach of this contract by Advertiser, Link shall have the option to exercise one or more of the following remedies: (i) receipt of immediate payment of all amounts owed plus the remaining contract balance up to a maximum of 3 period's charges, (ii) termination of this contract, and/or (iii) removal of all advertising and resale of that space. No delay by Link to act upon such a breach shall be considered as a waiver of such rights by Link. Advertiser agrees to pay all reasonable collection expenses, attorney fees and court costs incurred by Link in the enforcement of this contract, including without limitation, for the collection of any amounts due and payable to Link.
9. Copy Approval. Link, at its sole discretion, may reject or remove any advertising copy submitted by Advertiser for any reason at any time during the term of the contract. Advertiser represents and warrants that it is the rightful owner or licensee of the advertising copy, including images, and that said content and images do not infringe, violate or misappropriate any intellectual property, trademark, patent or copyright of any third party. Advertiser represents and warrants that the advertising content contains no libelous content and includes all disclaimers and other notices that may be required by statutes, laws, rules and regulations. Advertiser assumes all liability for all advertising content and responsibility for all claims arising therefrom. Advertiser shall indemnify and hold Link harmless against all costs, expenses, losses and liabilities (including, without limitation, reasonable attorneys' fees and expenses) arising in any way from any political or otherwise controversial content in any advertising copy. In the event of national, regional or local emergencies/warnings/alerts, advertising time may be briefly interrupted or lessened to disseminate message(s).
10. Ownership. Advertiser acknowledges that all advertising copy, physical ads, concepts and designs developed by Link are the exclusive property of Link for all purposes (excluding, for the avoidance of doubt, any trademarks and other intellectual property elements provided by Advertiser) and are subject to copyright ownership by Link. Such Link property may not be copied, reproduced or released to other parties or otherwise used by Advertiser or other parties without prior written approval by Link.
11. Out of Service. Acceptance of this contract by Link will be subject to the availability of any specified displays. In the event any display covered by this contract becomes unavailable, Advertiser agrees to accept, as compensation for the loss of advertising space, at Link's discretion, a move to a location of equal advertising value or an extension of the contract term beyond the termination date for a period sufficient to equal the period of advertising service lost and/or a service credit. In the event a Tri-vision or LED panel is not placed back into service within 5 working days, a credit will be issued to Advertiser for the lost service dates, as per the terms of the contract. Illumination of non-digital advertising faces will be from dusk to midnight, unless specified, with a fee, under Extended Illumination, in the contract. In the event a lamp is out on a contracted face, Advertiser must email a notification to Link. If Link is unable to illuminate the faulty lamp within 5 days of the notice, Advertiser is entitled to 25% credit against charges for the period from the notice to the corrected date, as to the contract terms.
12. Assignment. If Advertiser's business is sold or transferred during the term of this contract, Advertiser shall continue to be directly liable to Link. This contract, however, may be assigned to a successor, actual advertiser or agency only with 90 days prior written notice and the written consent of Link. This contract may be assignable by Link at any time without Advertiser's consent.
13. Technology Change. Link reserves the right at any time during the term of this contract to convert the advertising display from its present to any other outdoor advertising technology and to terminate this contract upon 30 days advance written notice to Advertiser. In such event, Advertiser will be given a first right of refusal to enter into a new advertising contract at this location at the new technology market rate.
14. Non-Liability of Link. Link shall not be liable for any failure or delay in the performance of its undertakings when due to fire, crimes committed against Link's property, acts of God, government restrictions, court orders, labor disputes, landowner lease restrictions or any actions or conditions beyond Link's control.
15. Acceptance of Contract. This contract by Advertiser shall be complete only at such time as Advertiser completes required paperwork, makes required payments and is signed by Link. Advertiser agrees that Link may contact a credit agency regarding the financial status and credit worthiness of the Advertiser. Following acceptance, this contract shall be binding upon all parties and their respective heirs, successors, administrators and permitted assigns.
16. Entire Contract. The failure of Link or Advertiser to enforce any of the provisions of this contract shall not be construed as a general relinquishment or waiver of that or any other provision. It is understood that neither party shall be bound by any contract or representation, expressed or implied, not specifically contained in the writing in this contract. This contract is the final and complete contract between the parties and may not be modified, supplemented, explained or waived by parole evidence, nor by the course of dealing, nor in any other way except by modification or change reduced to writing and signed by authorized representatives of Advertiser and Link. The person signing this contract, on behalf of the respective party represents and warrants that he/she has full authority to do so.

Advertiser's Initials

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action regarding approval of purchase with All Media Integration for an Audio Video upgrade for the City of Bartlesville Council Room for \$38,327.81.

Attachments:

Quote # AMIQ14716-04

II. STAFF COMMENTS AND ANALYSIS

The current Audio Video system has not been updated for many years. The system today has many faults including the inconsistency of volume from the public podium, the presentation display quality on the outdated screen, as well as the quality of video presentation for online viewers.

To resolve these issues, the following hardware items would be upgraded:

1. Ceiling mounted digital microphone to cover public speaker and council areas,
2. Input of presentation video into live stream,
3. New cameras for better video quality,
4. An 85-inch display TV in place of the current projector,
5. New touchpad controller for audio adjustments,
6. Double-sided countdown timer for public speaking, and
7. New ceiling speakers for better audio quality.

In addition to the new hardware, the audio equipment will be re-located to the back corner of the council room adjacent to the current video control cabinet.

III. BUDGET IMPACT

The City of Bartlesville currently has \$35,000 in the Capital Reserve Fund budget for this project. The funding for the additional \$3,327.81 needed to complete this project is available from other project savings in the Capital Reserve Fund.

IV. RECOMMENDED ACTION

Staff recommends approval of the purchase of hardware and services with All Media Integration.



Connecting YOUR Business to Today's Technologies

QUOTE

Date: 12/19/22
 Quote #: AMIQ14716-04
 Terms: Net 15 (WAC)
 Sales Person: Keith Badgett

Sold To: City of Bartlesville
 Matt McCollough
 401 S Johnstone Ave
 Bartlesville, OK 74003
 Phone: 9183384156
 Fax:

Here is the quote you requested!

Qty	Manufacturer	Part Number	Description	Unit Price	Ext. Price
Display					
1	Sony	FW85BZ40H	85-inch BRAVIA 4K HDR Prof'l Display	\$4,274.12	\$4,274.12
1	CHIEF	XTM1U	Micro-Adjust Tilt Wall Mount X-Large	\$324.19	\$324.19
Audio System					
1	QSC	CORE 110f v2	Unified Core with 24 channels	\$3,125.00	\$3,125.00
1	QSC	TSC-70-G3	Q-SYS 7" PoE Touch Screen Controller for In-Wall Mounting. Color - Black only	\$1,387.50	\$1,387.50
1	QSC	SLDAN-16-P	Q-SYS Software-based Dante 16x16 Channel License, Perpetual.	\$407.50	\$407.50
1	QSC	SLQSE-110-P	Q-SYS Core 110 Scripting Engine Software License, Perpetual.	\$337.50	\$337.50
1	QSC	SLQUD-110-P	Q-SYS Core 110 UCI Deployment Software License, Perpetual.	\$168.13	\$168.13
1	Shure	MXA920W-S	Ceiling Array Microphone, Square, White, 24 inch	\$3,741.81	\$3,741.81
1	BlackMagic	BMD-CONVMAS A	Mini Converter - SDI to Analog	\$188.35	\$188.35
1	Crown	DCI4x300	Four-channel, 300W @ 4 Analog Power Amplifier, 70V/100V	\$1,582.65	\$1,582.65
2	Cables2Go	41368	75ft HDMI Cable	\$146.41	\$292.82

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Phone: (918) 994-6450 - Email: kbadgett@pro-ami.com
 12330 E 60th St - Suite B - Tulsa, OK 74146

Qty	Manufacturer	Part Number	Description	Unit Price	Ext. Price
2	Creston	PWE-4803RU	PoE Injector	\$73.33	\$146.66
8	JBL	CONTROL 16C/T	Two-Way 165 mm (6.5 in) Co-axial Ceiling Loudspeaker	\$134.50	\$1,076.00
1	SnapAV	B-230-HDSPLTR-1x2	Binary™ 230 Series HDMI Splitter - 1x2	\$74.60	\$74.60
1	Kramer	TP-600TR	4K60 4:4:4 HDMI Extender	\$594.67	\$594.67
1			Equipment Rack with Casters - 12 RU	\$723.54	\$723.54

Video System

3	Marshall	CV620-WH4	3GSDI/HDMI PTZ 20x Camera - White	\$1,250.00	\$3,750.00
1	BlackMagic	BMD-SWATEMP SW04K	ATEM Production Studio 4K	\$1,637.22	\$1,637.22
1	Marshall	VS-PTC-200	Compact RS232/422 Full Duplex Controller	\$400.00	\$400.00
1	Marshall	RS7-HR	RS232/RS422 Home Run Distribution Box (up to 7 cameras)	\$187.50	\$187.50
3	Marshall	CV620-CABLE-07	RS232 (8-pin) to CAT (RJ45) Cable Adapters	\$26.00	\$78.00
1	Marshall	CV620-CABLE-06	RS232 (VGA/8-pin) to CAT (RJ45) Cable Adapters for Controller	\$26.00	\$26.00

Time Clock System

1	DC Digital	DC-25UTW-CU STOM25UTW-SY STEM-W	Wireless Synchronized Timer System, Table Mount (1 clock, double sided)	\$997.44	\$997.44
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Labor and Shipping

1	AMI	Labor	Installation & Training	\$9,865.00	\$9,865.00
1	AMI	CC&H	Misc Cables, Connectors, and Hardware	\$841.61	\$841.61
1	AMI	S&H	Est Shipping & Handling	\$2,100.00	\$2,100.00

SubTotal	\$38,327.81
Sales Tax	\$0.00

Total	\$38,327.81
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Please contact me if I can be of further assistance.

Prices Subject to change and will not be guaranteed beyond 30 days of the Quotation Date - Prices based upon Total Purchase. Unless otherwise stated, Sales tax, shipping, and insurance costs are not included in this proposal total. Sales tax will be invoiced according to point of delivery, unless a valid tax exemption certificate is provided. All shipping and insurance costs will be added to the invoice.

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Phone: (918) 994-6450 - Email: kbadgett@pro-ami.com
12330 E 60th St - Suite B - Tulsa, OK 74146

Page 3



12330 E 60th St
Suite B
Tulsa, OK 74146
phone (918) 994-6450
fax (918) 516-0353
<http://www.pro-ami.com/>

Acceptance of Proposal

By executing this Acceptance of Proposal I have reviewed the Quote and agree with the quantities and equipment listed therein. I acknowledge the Terms and Conditions set forth herein and specifically agree that the Terms and Conditions shall solely and exclusively govern the purchase and sale of equipment, software and/or services described herein. In addition, I acknowledge that I am qualified and authorized to accept this proposal on behalf of the organization listed below on this proposal.

Company: City of Bartlesville
Phone #: 9183384156
Fax #:
Address: 401 S Johnstone Ave
Bartlesville, OK 74003

Quote Number: AMIQ14716-04
Quote Dated: 12/19/2022
Submitted By: Keith Badgett
Quote Total: \$38,327.81

Partial Shipments are acceptable and will be invoiced/accepted according to the terms of this proposal.

Yes No Initial _____

Purchase will be taxable according to state/local tax laws for point of delivery.

Yes No Tax ID # _____

Each Shipment to be insured by All Media Integration unless otherwise specified on Customer Purchase Order.

Yes No Initial _____

Accepted by: _____
Printed Name Title

Signature Date

Please complete this and e-mail to purchasing@pro-ami.com or fax it to (918) 516-0353

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Emrich Aerial Spraying, LLC. to Lease Hangar 5 on the Bartlesville Municipal Airport to conduct aerial spraying operations and other aeronautical activities.

Attachments:

Emrich Aerial Spraying Hangar 5 Lease agreement

II. STAFF COMMENTS AND ANALYSIS

Emrich Aerial seeking a 20yr lease. The rate will be \$2,100 per month 03/01/2023-02/29/2024 and each year thereafter the previous year monthly rent + CPI percentage increase from preceding year (ordinarily published in January).

III. BUDGET IMPACT

Emrich would provide long-term revenue for the Bartlesville Airport.

IV. RECOMMENDED ACTION

Staff recommends entering into a lease with Emrich Aerial Spraying LLC.

**AIRPORT HANGAR LEASE AGREEMENT FOR THE
BARTLESVILLE MUNICIPAL AIRPORT – CITY OWNED**

This AIRPORT HANGAR LEASE AGREEMENT for certain facilities in and upon the Bartlesville Municipal Airport (“Agreement”) is dated as of the Effective Date (defined herein below) by and between the CITY OF BARTLESVILLE, Oklahoma, an Oklahoma municipal corporation, hereinafter referred to as “City” or “Lessor”, and Emrich Aerial Spraying, LLC., hereinafter referred to as “Lessee”. The Lessor and Lessee may be individually referred to herein as a “Party”, and collectively referred to herein as the “Parties”.

RECITALS:

A. WHEREAS, Lessor owns a majority of the Bartlesville Municipal Airport consisting of approximately 430 acres of land located on the west side of the City of Bartlesville, County of Osage, State of Oklahoma, together with all buildings, structures, fixtures, improvements, runways, taxiways, roads, paved areas, facilities, equipment, personal property and other property of Lessor located on or used on or about the airport, as well as all additions and installations of Lessor, which may hereafter be constructed therein or thereon by Lessor during the term of this Lease (all of the foregoing being hereinafter collectively referred to as the “Airport” or “Property”); and

B. WHEREAS, Lessor desires to let and Lessee desires to lease certain facilities in and upon the Airport pursuant to the terms and conditions of this Agreement, all as more fully set forth herein below.

WITNESSETH:

NOW THEREFORE, for and in consideration of the respective promises and agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Leased Premises. Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, does hereby demise and lease to Lessee the following described hangar facilities, to wit:

**SEE EXHIBIT “A” attached hereto and incorporated herein
by this reference (the “Leased Premises”).**

Lessor grants to Lessee the right of ingress and egress to and from the Leased Premises. Lessee shall not obstruct or interfere with use of the aprons or ramps as a means of access to and from other areas of the airport, nor interfere with the operations or business activities of Operator.

2. Permitted Use. All property leased and utilized by Lessee shall be used exclusively for aeronautical activities and such other permissible activities under City of Bartlesville Resolution 2668. Lessee is specifically authorized to use the Leased Premises for conducting an aerial agricultural chemical application business, including the storage of herbicides, pesticides and other chemicals used in the normal operations of such business. It is further agreed that, as part of Lessee’s aerial application business, Lessee may store fuel on the Leased Premises in mobile containers of 1,000 gallon or less, provided that fuel will not be for resale.

3. Term. This Agreement shall be effective for an initial term of Twenty years Commencing the 1st day of March 2023, and ending on the 28th day of February, 2043, and shall continue in effect from month to month thereafter unless and until terminated as hereinafter provided.

4. Termination. Either party may terminate this Lease during the initial term for good cause shown by giving the other party one-hundred twenty (120) days written notice and opportunity to cure. After the expiration of the initial term, either Party may terminate this Lease with or without cause by delivering written notice to the other party at least thirty (30) days in advance of said termination. Lessee may elect to terminate this Lease at its sole option should it enter an agreement to build a hangar elsewhere at the

Bartlesville Municipal Airport. Neither Lessor nor Lessee shall have any liability to each other for any termination made pursuant to this section.

5. Rent. Lessee, in consideration of the mutual promises and covenants contained in this Agreement, does covenant and agree with the City of Bartlesville to pay its rent for said leased property in the sum of Two Thousand One Hundred and NO/100 Dollars (\$2,100.00) per calendar month, and again on March 1st in each successive year (03/01/2024-02/28/2043) through the Term of this Sublease, the rent shall increase by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. *The following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:*

03/01/2023--02/29/2024	(12 months)	\$2,100.00/per month
03/01/2024--02/28/2025	(12 months)	\$2,100.00 rent + CPI-U Percentage Increase from 2023 = monthly rent
03/01/2026--02/28/2043	(216 months)	Previous year monthly rent + CPI Percentage Increase from Preceding Year (ordinarily published in January)

All such payments shall be made to Lessor, at the following address:

City of Bartlesville
 401 S Johnstone
 Bartlesville, OK 74003

An invoice will be sent to Lessee on the 1st business day of the month, to be payable by the last business day of the current month to Lessor at the address listed herein above. Lessor agrees that any adjustment to rent shall be made only after giving at least 60 days advance notice to Lessee.

6. Effective Date. The "Effective Date" of this Agreement shall be the later of the two (2) dates upon which this Agreement is executed by Lessor and Lessee as evidenced by the date inserted by each such Party next to their authorized agents' respective signatures, and concurrent with their signature hereto. If Lessee fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessor's signature hereto, and if Lessor fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessee's signature hereto.

7. Compliance With Laws. Lessee recognizes that the airport receives federal and state grant money from time to time, and that all Airport leases must comply with certain relevant federal laws and regulations, and agrees to comply with all such laws and regulations. Moreover, Lessee agrees to conduct all activities on the Leased Premises in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide.

8. Disclaimer. LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY AND LEASED PREMISES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF TITLE,

CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANYONE ACTING FOR OR ON BEHALF OF THE LESSOR HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AND THE LEASED PREMISES, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT LESSEE HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF LESSOR OR ANYONE ACTING FOR OR ON BEHALF OF LESSOR, AND THAT ALL MATTERS CONCERNING THE PROPERTY AND LEASED PREMISES HAVE BEEN INDEPENDENTLY VERIFIED BY LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS IN ALL RESPECTS SATISFIED THEREWITH, AND THAT LESSEE ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE WARRANTIES CONTAINED IN THIS PARAGRAPH ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

9. Indemnification. LESSEE SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD LESSOR ITS PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, PARTNERS AND CO-VENTURERS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, AND REPRESENTATIVES (COLLECTIVELY THE "INDEMNIFIED PARTIES"), HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION, FINES, PENALTIES, DAMAGES, LOSSES, JUDGMENTS, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS OF LITIGATION AND/OR INVESTIGATION), AND LIABILITIES, OF EVERY KIND, INCLUDING WITHOUT LIMITATION THOSE RELATING TO INJURY TO OR DEATH OF ANY PERSONS OR LOSS OR DAMAGE TO ANY PROPERTY, ARISING OUT OF, RESULTING FROM OR CONNECTED DIRECTLY OR INDIRECTLY WITH THE LEASE GRANTED HEREUNDER OR THE EXERCISE OF ANY OF LESSEE'S RIGHTS HEREUNDER, INCLUDING WITHOUT LIMITATION LESSEE, ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AGENTS OR REPRESENTATIVES USE OR PRESENCE ON THE LEASED PREMISES OR PROPERTY OR THEIR FAILURE TO COMPLY WITH ANY OF THE TERMS AND PROVISIONS OF THIS AGREEMENT, REGARDLESS OF THE CAUSE OR CAUSES THEREOF, INCLUDING WITHOUT LIMITATION STRICT LIABILITY OR THE SOLE, JOINT OR CONCURRENT NEGLIGENCE OR FAULT (WHETHER IMPOSED BY STATUTE, RULE, REGULATION OR OTHERWISE) OF THE INDEMNIFIED PARTIES, EXCEPT TO THE EXTENT CAUSED BY THE INDEMNIFIED PARTIES' WILLFUL MISCONDUCT.

10. Permits and Cooperation. Lessee shall, at no cost to Lessor, obtain any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this Agreement. Lessee shall coordinate all activities under this Agreement with Lessor to minimize any disruption to Lessor's facilities or operations on the Property.

11. Time of Essence. To the extent any obligations or time for performance set forth in this Agreement are to be performed by Lessor or Lessee or any rights under this Agreement are to be exercised by Lessor or Lessee, if at all, by a specific date or within a prescribed time period, **time shall be of the essence.**

12. Governing Law. The interpretation and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma, except for any rule of law of the State of Oklahoma which would make the law of another jurisdiction apply.

13. Conflict of Interest. Lessee shall not directly or indirectly pay any salaries, commissions or fees, or make payments or grant any rebates to, any employee, officer or agent of Lessor nor favor employees, officers or agents of Lessor, or designees of such employees, officers or agents, with gifts or entertainment of significant cost or value, nor with services or goods sold at less than full market value, nor enter into any business arrangement with employees, officers or agents of Lessor unless such employees, officers or agents are acting as representatives of Lessor.

14. Non-Assignment. This Agreement is personal to Lessee and Lessee shall not assign the Leased Premises nor sublet the same or any part thereof, and any such attempted assignment or sublease without the written consent of Lessor shall be void.

15. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

16. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

17. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

18. Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the Parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to the Agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by authorized representatives of Lessor and Lessee. The indemnities and releases provided for in this Agreement shall survive the termination of this Agreement.

19. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

20. Utilities. Lessee understands that no utilities are provided to the Leased Premises, and that all utilities must be procured by Lessee.

21. Improvements, Alterations and Signage. Lessee shall not repaint, redecorate, or construct any improvement, alteration or sign(s) upon any portion of the Leased Premises without the advance written consent and approval of the Lessor, and any such work shall be done at Lessee's own expense. All alterations, additions, improvements and signs ("Lessee's Improvements") installed at the expense of Lessee shall remain the property of Lessee and may be removed from the Leased Premises by Lessee at any time prior to or within thirty (30) days following termination of this Lease; provided, however, that any part of Lessee's Improvements that are permanently affixed or cannot be removed without irreparable damage and any walls erected by Lessee or flooring materials placed on the Leased Premises by Lessee shall become the property of Lessor upon termination of this Lease. Lessee shall repair or cause to be repaired any damage to the Building and Leased Premises caused by such removal. Upon termination or expiration of the Term of this Lease, Lessee may at its election abandon in place any of Lessee's Improvements. Any of Lessee's Improvements that are not removed by Lessee within thirty (30) days after this Lease terminates or expires shall be deemed to have been abandoned by Lessee and shall become the property of Lessor. All alterations, improvements, additions and repairs made by Lessee shall be made in good and workmanlike manner.

22. Surrender. Lessee agrees that at the termination of this Agreement, all property in and upon the Leased Premises shall be returned to Lessor in at least as good condition as when first occupied by Lessee, excepting ordinary wear and tear and extraordinary loss by fire, wind, or accident not under the control of the Lessee or Lessee's employees. Lessee further agrees to keep premises in good repair at Lessee's own expense.

23. Risk of Loss. Should any extraordinary loss, injury, damage or delay of any nature whatsoever resulting therefrom, caused by an act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war, or any other cause beyond Lessor's control, Lessor is under no obligation to repair or replace said property nor shall Lessor be liable for any loss or damage to property belonging to Lessee or any other person, firm or organization.

24. Notices. Any notice which may be given by any Party to any other Party or entity hereunder shall be deemed to have been properly given if sent in writing by first class mail or by electronic means as follows:

25. Maintenance of the Leased Premises. Lessee shall keep the Leased Premises and Improvements thereon in a safe and sanitary condition. Lessee shall be responsible for the general maintenance of the Leased Premises, which maintenance shall include: maintaining electrical and plumbing, including HVAC and all related systems and equipment; conducting structural repairs and window replacements.

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

Lessee: Angel Emrich (Emrich Aerial Spraying LLC)
P.O. Box 1509
Pawhuska, OK. 74056

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

By: _____
Name: _____
Title: Mayor, City of Bartlesville

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

[Handwritten Signature]

By: _____
Print Name: Angela Emrich
Title: member

Date: 3-2-23

Signed and dated this 2nd day of March, 2023

[Handwritten Signature]

**Karen M. Tanner
NOTARY PUBLIC
State of Oklahoma
Washington County
Commission #0600658**

Exhibit "A"
(Description of Leased Premises)

Hangar 5 located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Wolfe Aviation seeking to terminate Hangar 5 lease agreement with City of Bartlesville.

Attachments:

Hangar 5 Lease agreement
Wolfe Termination Notification

II. STAFF COMMENTS AND ANALYSIS

Original 20 yr. Lease was between Wolfe Aviation Inc. and ConocoPhillips (the operator of the Airport at that time) initiated in October 2017. The lease was reassigned to the City of Bartlesville in August of 2021.

III. BUDGET IMPACT

IV. RECOMMENDED ACTION

Staff recommends terminating the Wolfe Aviation lease with no further obligation to the City of Bartlesville.

AIRPORT HANGAR SUBLEASE AGREEMENT

This AIRPORT HANGAR SUBLEASE AGREEMENT for certain facilities in and upon the Bartlesville Municipal Airport ("Agreement") is dated as of the Effective Date (defined herein below) by and between the CONOCOPHILLIPS COMPANY, a Delaware corporation, ("Sublessor") and Wolfe Aviation, Inc., a Wyoming corporation, ("Sublessee"). The Sublessor and Sublessee may be individually referred to herein as a "Party", and collectively referred to herein as the "Parties".

WITNESSETH:

WHEREAS, Sublessor and the City of Bartlesville, Oklahoma ("City") entered into that certain Combined Lease and Operating Agreement dated March 4, 2009, as amended by that certain First Amendment to Combined Lease and Operating Agreement for the Bartlesville Municipal Airport ("Airport") entered into by and between the City and Sublessor and dated April 6, 2009, as amended by that certain Second Amendment to Combined Lease and Operating Agreement for the Bartlesville Municipal Airport entered into by and between the City and Sublessor and dated May 26, 2011, as amended by that certain Third Amendment to Combined Lease and Operating Agreement for the Bartlesville Municipal Airport entered into by and between the City and Sublessor and dated May 21, 2012, as amended by that certain Fourth Amendment to Combined Lease and Operating Agreement for the Bartlesville Municipal Airport entered into by and between the City and Sublessor and dated May 1, 2012, and as amended by that certain Fifth Amendment to Combined Lease and Operating Agreement for the Bartlesville Municipal Airport entered into by and between the City and Sublessor and dated August 7, 2017 (collectively, the "Lease"); and

WHEREAS, Sublessee desires to lease that certain steel hangar No. 5 with brick veneer of the approximate proportions of one hundred twenty-eight feet by one hundred feet (128' x 100') ("Hangar 5"); and

WHEREAS, Sublessor desires to operate the Airport as a public airport in compliance with all applicable laws and regulations, and in compliance with all agreements currently in effect between Sublessor and the Federal Aviation Administration.

NOW THEREFORE, in consideration of the respective promises and agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Leased Premises. Sublessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Sublessee, does hereby demise and lease to Sublessee the following described hangar facilities, to wit:

**SEE EXHIBIT "A" attached hereto and incorporated herein
by this reference (the "Leased Premises").**

Sublessor grants to Sublessee the right of ingress and egress to and from the Leased Premises. Sublessee shall not obstruct or interfere with use of the aprons or ramps as a means of access to and from other areas of the airport, nor interfere with the operations or business activities of Sublessor.

2. Permitted Use. All property leased and utilized by Sublessee shall be used exclusively for aeronautical activities and such other permissible activities under City of Bartlesville Resolution 2668. Notwithstanding the foregoing or anything else to the contrary, Sublessee shall not, at any time, utilize the Leased Premises for or in connection with the marketing, supply, storage, delivery, sale or dispensing of aviation fuel or any related activities at any time.

3. Term. This Agreement shall be effective for an initial term of twenty (20) years commencing the 1st day of October, 2017, and ending on the 30th day of September, 2037.

4. Rent. Sublessee, in consideration of the mutual promises and covenants contained in this Agreement, does covenant and agree with Sublessor to pay its rent for the Leased Premises per calendar

month in the sum of five hundred and NO/100 Dollars (\$500.00) from October 1, 2017 to November 30, 2017, seven hundred and NO/100 Dollars (\$700.00) from December 1, 2017 to May 31, 2018, one thousand and NO/100 Dollars (\$1,000.00) from June 1, 2018 to November 30, 2018, one thousand five hundred and NO/100 Dollars (\$1,500.00) from December 1, 2018 to May 31, 2019, and two thousand and NO/100 Dollars (\$2,000.00) from June 1, 2019 to May 31, 2020. On June 1, 2020, and again on June 1st in each successive year (06/01/2020-09/30/2037) through the Term of this Sublease, the rent shall increase by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. *The following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:*

10/01/2017--11/30/2017	(2 months)	\$500.00/per month
12/01/2017--05/31/2018	(6 months)	\$700.00/per month
06/01/2018--11/30/2018	(6 months)	\$1,000.00/per month
12/01/2018--05/31/2019	(6 months)	\$1,500.00/per month
06/01/2019--05/31/2020	(12 months)	\$2,000.00/per month
06/01/2020--05/31/2021	(12 months)	\$2,000.00 rent + CPI-U Percentage Increase from 2019 = monthly rent
06/01/2021--09/30/2037	(196 months)	Previous year monthly rent + CPI Percentage Increase from Preceding Year (ordinarily published in January)

All such payments shall be made to Sublessor, at the following address:

ConocoPhillips Company
 22342 Network Place
 Chicago, IL 60673-1223

An invoice will be sent to Sublessee on the 15th day of the month, in advance, to be payable by the 5th day of the following month to Sublessor at the address listed herein above.

The rent schedule outlined above reduces rent from October 1, 2017 through May 31, 2019. Rent is reduced in consideration for improvements to the Leased Premises made by Sublessee, including, but not limited to: adding a shower, adding an exclusive women's bathroom facility, painting the hangar bay floor, and painting the exterior hangar bay doors. Because of this reduction of rent, it shall be required that all Sublessee improvements will be completed by December 31, 2019, with the prior written approval of the completion of the work given by Sublessor. Additionally, as part of Sublessor's approval, the Parties agree that Sublessee shall provide to Sublessor a valid Certificate of Occupancy from the City of Bartlesville, which evidences approval of the City Inspector.

If the aforementioned improvements are not completed or the conditions are not complied with and approved by the Sublessor prior to December 31, 2019, all prior rent abatement shall accelerate and be immediately payable as additional rent in the amount of \$19,800.00 due and payable by January 6, 2020.

Sublessor shall further have the exclusive unconditional right to assign this Sublease to the City of Bartlesville, Oklahoma or its designee, at any time upon prior written notice given at least 180-days prior to the date of assignment. Upon such assignment, Sublessor shall be released unconditionally from any further obligations under the Sublease, and Sublessee shall look to the assignee for all performance.

5. Compliance With Laws. Sublessee recognizes that the airport receives federal and state grant money from time to time, and that all Airport leases must comply with certain relevant federal laws and regulations, and agrees to comply with all such laws and regulations. Moreover, Sublessee agrees to conduct all activities on the Leased Premises in compliance with all federal, state, and municipal statutes

and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide.

6. Prohibited Activities. Sublessee shall not, without the express written consent of Sublessor, store flammable materials, other than those needed for maintenance and cleaning of aircraft, or anything other than Aircraft or its associated equipment and supplies in the Leased Premises.

7. Dispute Resolution. Sublessor and Sublessee agree that if any dispute arises between them related to this Lease they will submit the dispute for mediation in accordance with the Center for Public Resources Model Procedure for Mediation of Business Disputes prior to commencing legal proceedings; provided, however, that either party may seek a restraining order, temporary injunction or other provisional judicial relief if such party in its sole judgment believes that such action is necessary to avoid irreparable injury or to preserve the status quo. Sublessor and Sublessee will continue to participate in good faith in the procedures despite any such request for provisional relief. The resolution of any dispute will be conducted under the terms of Exhibit B, attached hereto and made a part hereof.

8. Events of Default by Sublessee. The following events shall be deemed to be "Events of Default" by Sublessee under this Lease:

- a. Failure to pay any installment of the rent or other sums of money payable hereunder when due and the continuance of such failure for five (5) business days after Sublessee's receipt of written notice from Sublessor;
- b. Failure to comply with any material term, provision, or covenant of this Lease, other than the payment of rent, and such failure is not cured within fifteen (15) business days after Sublessee's receipt of written notice thereof from Sublessor; provided, however, that if such failure cannot reasonably be cured within such fifteen (15) business day period, then there shall be no Event of Default by Sublessee so long as Sublessee prosecutes such cure diligently to conclusion. Notwithstanding the above, any action taken by Sublessee to remedy an alleged breach under this provision shall not limit, affect or impair Sublessee's right to challenge same or to seek reimbursement of any amounts expended to remedy such condition;
- c. Sublessee shall become insolvent, or shall make a transfer in fraud of creditors, or shall commit any act of bankruptcy, or shall make an assignment for the benefit of creditors, or admission in writing of its inability to pay its debts as they become due;
- d. Sublessee shall file a petition with any bankruptcy court under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof, or Sublessee shall be the subject of an order for relief issued under the National Bankruptcy Act, as amended, or under any similar law or statute, or Sublessee shall have filed any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency or other relief of debtors, or Sublessee shall be the subject of any order, judgment or decree entered into by a court of competent jurisdiction approving a petition filed against Sublessee for any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal or state act relating to bankruptcy, insolvency or other relief for debtors;
- e. A receiver, conservator or trustee shall be appointed for all or substantially all of the assets of Sublessee or of the Leased Premises or any of Sublessee's property located thereon in any proceeding brought by Sublessee, or any such receiver or trustee shall be appointed in any proceeding brought against Sublessee and shall not be discharged within sixty (60) days after such appointment, or Sublessee shall consent to or acquiesce in such appointment;

- f. The leasehold hereunder shall be taken on execution or other process of law in any action against Sublessee.

9. Sublessor's Remedies For A Sublessee Event of Default. If an Event of Default by Sublessee under Section 8 above shall have occurred, Sublessor shall have the right at its election, then or at any time thereafter, to pursue any one or more of the following remedies in addition to all other rights or remedies provided herein or at law or in equity:

- a. Subject to requirements of (b) below, Sublessor may terminate this Lease and repossess the Leased Premises by legal means or detainer suit and be entitled to recover as damages a sum of money equal to the total of (1) the cost of recovering the Leased Premises, (2) the unpaid rent earned at the time of termination, (3) the balance of the rent for the remainder of the Term less the fair market value of the Leased Premises for such period, and (4) any other sum of money and damages owed by Sublessee to Sublessor in accordance herewith.
- b. Sublessor may terminate Sublessee's right of possession (but not this Lease) and may repossess the Leased Premises by legal means or detainer suit, in which event Sublessor shall use reasonable efforts to relet the same for the account of Sublessee for such reasonable rent and upon such terms as shall be satisfactory to Sublessor. For the purpose of such reletting, Sublessor is authorized to decorate or to make reasonable repairs, changes, alterations, or additions in or to the Leased Premises, to incur leasing commissions that may be necessary or convenient and reasonable. If the Leased Premises is relet, and a sum equal to the rent that would have otherwise been paid by Sublessee over time, discounted to obtain present value, shall not be realized from such reletting after paying (1) the unpaid rent due hereunder earned but unpaid at the time of reletting, (2) the reasonable costs of recovering possession and (3) the reasonable costs and expenses of such decorations, repairs, changes, alterations and additions, and leasing commissions, and the expense of such reletting, then Sublessee shall pay to Sublessor as damages a sum equal to the amount of the rent reserved in this Lease for such period or periods, or if the Leased Premises have been relet Sublessee shall satisfy and pay any such deficiency upon demand therefore from time to time. Sublessee agrees that Sublessor may file suit to recover any sums falling due under the terms of this Section.

10. Disclaimer. SUBLESSOR EXPRESSLY DISCLAIMS AND NEGATES, AND SUBLESSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY AND LEASED PREMISES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF TITLE, CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. SUBLESSEE ACKNOWLEDGES AND AGREES THAT SUBLESSOR NOR ANYONE ACTING FOR OR ON BEHALF OF THE SUBLESSOR HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AND THE LEASED PREMISES, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT SUBLESSEE HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF SUBLESSOR OR ANYONE ACTING FOR ON BEHALF OF SUBLESSOR, AND THAT ALL MATTERS CONCERNING THE PROPERTY AND LEASED PREMISES HAVE BEEN INDEPENDENTLY VERIFIED BY SUBLESSEE. SUBLESSEE FURTHER ACKNOWLEDGES AND AGREES THAT SUBLESSEE HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS IN ALL RESPECTS SATISFIED THERewith, AND THAT SUBLESSEE ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE WARRANTIES CONTAINED IN THIS PARAGRAPH ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

11. Indemnification. SUBLESSEE SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD SUBLESSOR AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSOR, ASSIGNS, PARTNERS AND CO-VENTURERS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, AND REPRESENTATIVES (COLLECTIVELY THE "INDEMNIFIED PARTIES"), HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION, FINES, PENALTIES, DAMAGES, LOSSES, JUDGMENTS, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS OF LITIGATION AND/OR INVESTIGATION), AND LIABILITIES, OF EVERY KIND, INCLUDING WITHOUT LIMITATION THOSE RELATING TO INJURY TO OR DEATH OF ANY PERSONS OR LOSS OR DAMAGE TO ANY PROPERTY, ARISING OUT OF, RESULTING FROM OR CONNECTED DIRECTLY OR INDIRECTLY WITH THE LEASE GRANTED HEREUNDER OR THE EXERCISE OF ANY OF SUBLESSEE'S RIGHTS HEREUNDER, INCLUDING WITHOUT LIMITATION SUBLESSEE, ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AGENTS OR REPRESENTATIVES USE OR PRESENCE ON THE LEASED PREMISES OR PROPERTY OR THEIR FAILURE TO COMPLY WITH ANY OF THE TERMS AND PROVISIONS OF THIS AGREEMENT, REGARDLESS OF THE CAUSE OR CAUSES THEREOF, INCLUDING WITHOUT LIMITATION STRICT LIABILITY OR THE SOLE, JOINT OR CONCURRENT NEGLIGENCE OR FAULT (WHETHER IMPOSED BY STATUTE, RULE, REGULATION OR OTHERWISE) OF THE INDEMNIFIED PARTIES, EXCEPT TO THE EXTENT CAUSED BY THE INDEMNIFIED PARTIES' WILLFUL MISCONDUCT.

12. Entry by Sublessor. Sublessee covenants and agrees to permit Sublessor or its agents or representatives to enter into and upon any part of the Leased Premises:

- a. For any reason, upon receipt of notice from Sublessor at least twenty four (24) hours in advance and during normal business hours; and
- b. In the event of an emergency, immediately and with no notice, for the purpose of making repairs or taking such other actions as Sublessor deems necessary, reasonable or appropriate.

13. Permits and Cooperation. Sublessee shall, at no cost to Sublessor, obtain any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this Agreement. Sublessee shall coordinate all activities under this Agreement with Sublessor to minimize any disruption to Sublessor's facilities or operations on the Property.

14. Time of Essence. To the extent any obligations or time for performance set forth in this Agreement are to be performed by Sublessor or Sublessee or any rights under this Agreement are to be exercised by Sublessor or Sublessee, if at all, by a specific date or within a prescribed time period, **time shall be of the essence.**

15. Governing Law. The interpretation and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma, except for any rule of law of the State of Oklahoma which would make the law of another jurisdiction apply.

16. Conflict of Interest. Sublessee shall not directly or indirectly pay any salaries, commissions or fees, or make payments or grant any rebates to, any employee, officer or agent of Sublessor, nor favor employees, officers or agents of Sublessor, or designees of such employees, officers or agents, with gifts or entertainment of significant cost or value, nor with services or goods sold at less than full market value, nor enter into any business arrangement with employees, officers or agents of Sublessor unless such employees, officers or agents are acting as representatives of Sublessor.

17. Non-Assignment. This Agreement is personal to Sublessee and Sublessee shall not assign the Leased Premises nor sublet the same or any part thereof, and any such attempted assignment or sublease without the written consent of Sublessor shall be void.

18. Waiver. One or more waivers of any covenant or condition by Sublessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Sublessor to or of any act by Sublessee requiring Sublessor's consent or approval shall not be deemed to waive or render unnecessary Sublessor's consent or approval to or of any subsequent similar act by Sublessee.

19. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

20. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

21. Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the Parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to the Agreement shall be binding upon Sublessor or Sublessee unless reduced to writing and signed by authorized representatives of Sublessor and Sublessee. The indemnities and releases provided for in this Agreement shall survive the termination of this Agreement.

22. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

23. Utilities. Sublessee understands that no utilities are provided to the Leased Premises, and that all utilities must be procured by Sublessee.

24. Relationship of Parties. Nothing contained herein shall create any relationship between the parties hereto other than that of Sublessor and Sublessee, and it is acknowledged and agreed that Sublessor does not in any way or for any purpose intend, nor shall this Lease be construed, to create as between Sublessor and Sublessee the relation of partner, joint venture or member of a joint or common enterprise with Sublessee.

25. Improvements, Alterations and Signage. Sublessee shall not repaint, redecorate, or construct any improvement, alteration or sign(s) upon any portion of the Leased Premises without the advance written consent and approval of the Sublessor, and any such work shall be done at Sublessee's own expense. All alterations, additions, improvements and signs ("Sublessee's Improvements") installed at the expense of Sublessee shall remain the property of Sublessee and may be removed from the Leased Premises by Sublessee at any time prior to or within thirty (30) days following termination of this Lease; provided, however, that any part of Sublessee's Improvements that are permanently affixed or cannot be removed without irreparable damage and any walls erected by Sublessee or flooring materials placed on the Leased Premises by Sublessee shall become the property of Sublessor upon termination of this Lease. Sublessee shall repair or cause to be repaired any damage to the Building and Leased Premises caused by such removal. Upon termination or expiration of the Term of this Lease, Sublessee may at its election abandon in place any of Sublessee's Improvements. Any of Sublessee's Improvements that are not removed by Sublessee within thirty (30) days after this Lease terminates or expires shall be deemed to have been abandoned by Sublessee and shall become the property of Sublessor. All alterations, improvements, additions and repairs made by Sublessee shall be made in good and workmanlike manner.

26. Maintenance of the Leased Premises. Sublessee shall keep the Leased Premises and Improvements thereon in a safe and sanitary condition. Sublessor shall be responsible for the general maintenance of the Leased Premises, which maintenance shall include: maintaining electrical and

plumbing, including HVAC and all related systems and equipment; conducting structural repairs and window replacements; paving; sealing; landscaping; snow plowing and removal; mowing; and vegetation control.

27. Surrender. Sublessee agrees that at the termination of this Agreement, all property in and upon the Leased Premises shall be returned to Sublessor in at least as good condition as when first occupied by Sublessee, excepting ordinary wear and tear and extraordinary loss by fire, wind, or accident not under the control of the Sublessee or Sublessee's employees. Sublessee further agrees to keep premises in good repair at Sublessee's own expense.

28. Risk of Loss. Should any extraordinary loss, injury, damage or delay of any nature whatsoever resulting therefrom, caused by an act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war, or any other cause beyond Sublessor's control, Sublessor is under no obligation to repair or replace said property nor shall Sublessor be liable for any loss or damage to property belonging to Sublessee or any other person, firm or organization.

29. Insurance Requirements. Sublessee agrees to obtain and maintain at its own expense at all times during the term hereof the following insurance:

1. Workers' Compensation Insurance in compliance with the laws of the state in which the Subleased Premises are located and Employer's Liability Insurance with limits of not less than \$1,000,000 each occurrence, each employee.
2. Commercial General Liability Insurance, including contractual liability coverage, covering Sublessee's use and occupancy of the Subleased Premises with bodily injury, including death, limit of not less than \$1,000,000 per occurrence and property damage limit of not less than \$1,000,000 per occurrence.

The above-stated minimum requirements are not intended to indicate the amounts and types of insurance that Sublessee needs or may ultimately need, and Sublessee's liabilities under this Sublease are not limited to the amount of such insurance. Sublessee shall hold standard construction liability insurance during any period of the lease wherein Sublessee makes any alterations or constructs any improvements to any portion of the Leased Premises; such insurance shall be approved by Sublessor prior to commencement of such construction. All of the insurance policies required above shall be written or endorsed to be primary to any other coverage available to cover the loss, and shall name Sublessor as an additional insured. Sublessee shall cause its insurers under the above policies to waive for the benefit of Sublessor any right of recovery which the insurer may have or acquire against Sublessor, its parents, subsidiaries, affiliates, partners, coventurers, and their respective shareholders, directors, officers, employees or agents, for payments made or to be made under such policies. Nothing herein shall limit or affect Sublessor's rights and coverage as an additional insured under such insurance policies. Upon Sublessor's request, Sublessee shall furnish to Sublessor certificates of insurance demonstrating that Sublessee has obtained the insurance coverage set out above and containing a statement that the said insurance policies will not be materially changed or cancelled without at least thirty (30) days prior written notice to Sublessor. All coverages must be written on forms reasonably acceptable to Sublessor. Neither failure to comply nor full compliance with the insurance provisions of this Sublease shall limit or relieve Sublessee from its liability and indemnity obligations as provided for in this Sublease.

30. Effective Date. The "Effective Date" of this Agreement shall be October 1, 2017.

31. **Notices.** Any notice which may be given by any Party to any other Party or entity hereunder shall be deemed to have been properly given if sent in writing by first class mail or by electronic means as follows:

Sublessor: ConocoPhillips Company
Attn: Airport Manager
Airport Terminal Building
401 Wiley Post Road
Bartlesville, OK 74003
Facsimile: 918.662.2544

With required copy to:

ConocoPhillips Company
Attn: Lease Administration
600 N. Dairy Ashford
Houston, TX 77079
Facsimile: 281.293.3901
Phone: 281-293-1406
Leaseadministration@cop.com

Sublessee: Wolfe Aviation, Inc.
P.O. Box 757
Skiatook, OK 74070
Email: pete@wolfeaviation.com


Shipping address:
405 Wiley Post Road
Bartlesville, OK 74003

Phone(s): C: 209-401-6695
SSN/Tax ID: To Be Provided

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

SUBLESSOR:

CONOCOPHILLIPS COMPANY

By: 
Name: J. Paul Betzer
Title: Attorney-in-Fact

Date: 10/6/17

SUBLESSEE:

Wolfe Aviation, Inc.

By: Carl M. Wolfe
Print Name: CARL M. WOLFE
Title: PRESIDENT

Date: 10-5-2017

CITY OF BARTLESVILLE:

Should the Lease, as defined on Page 1 of this Agreement, be terminated under any circumstances, this Agreement will be automatically assigned to the City of Bartlesville, Oklahoma, and the City hereby agrees to assume and become exclusively responsible for performance of this Agreement in the place of, and as successor-in-interest of the Sublessor.

By: *Dale W. Copeland*
Name: Dale W. Copeland
Title: Mayor, City of Bartlesville

Date: Oct. 16, 2017

ATTEST:

Mie Bair
City Clerk



APPROVED AS TO FORM AND CONTENT:

Jay M. Miller
City Attorney

STATE OF OKLAHOMA)
COUNTY OF WASHINGTON) ss.

On this 16th day of October, 2017, before me personally appeared *Dale W. Copeland* known to me to be the person whose name is subscribed to the foregoing instrument as Mayor of the City of Bartlesville, and acknowledged to me that he executed the same for purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this 16th day of October, 2017.

My Commission Expires: July 8, 2019



Elaine Banes
Notary Public in and for the State of Oklahoma

Exhibit "A"
(Description of Leased Premises)

Hangar No. 5 located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

EXHIBIT B
DISPUTE RESOLUTION

Either party may initiate dispute resolution procedures by sending written notice to the other party specifically stating the complaining party's claim and requesting dispute resolution in accordance with the lease. The party receiving the notice ("receiving party") shall reply with designation of a person authorized to settle the dispute and shall list two alternative dates (both of which must be within fourteen days after receipt of the complaint) for meeting at the receiving party's offices, or at a mutually agreeable location.

The parties' authorized representatives shall conduct such investigation and meet as they may mutually agree to be advantageous for resolution of the dispute. If the parties have not resolved the dispute within thirty days after the meeting of authorized representatives, then they will submit the dispute for mediation in accordance with the Center for Public Resources Model Procedure for Mediation of Business Disputes. Such mediation shall be conducted at a neutral location in Bartlesville, Oklahoma, selected by the receiving party.

Notwithstanding anything herein and regardless of any procedures or rules of the Center for Public Resources, it is expressly agreed that the following shall apply and control over any other provision in this Exhibit or in Section 14 of the Center for Public Resources Model Procedure for Mediation of Business Disputes.

- (a) All applicable statutes of limitation and defenses based upon passage of time shall be tolled while the procedures specified in Section 14 and this Exhibit are followed. Such tolling shall begin upon the receiving party's notice of claim. Parties shall take such action, if any, as may be necessary to effectuate tolling.
- (b) All offers, conduct, views, opinions, and statements, whether written or oral, made in the course of negotiation or mediation by any of the parties, their employees, agents, experts, attorneys, and representatives and by any mediation or facilitating adviser are confidential, made for compromise and settlement, privileged under any applicable mediation privilege, agreed to be protected from disclosure under Federal and State Rules of Evidence and Procedure, and are inadmissible and not discoverable for any purpose, including impeachment, in litigation or legal proceedings between the parties, and shall not be disclosed to anyone who is not an agent, employee, expert, or representative of the parties; provided, however, that evidence otherwise discoverable or admissible is not excluded from discovery or admission as a result of presentation or use in mediation. Any mediator will be disqualified as a witness, consultant, expert, or arbitrator, and his or her opinions will be inadmissible for all purposes in any dispute arising under the Agreement.
- (c) The fees and expenses of the mediator shall be shared equally by the parties.
- (d) Parties may by written agreement (signed by both parties) alter any time deadline or location(s) for meeting(s).
- (e) All obligations and requirements under this dispute resolution shall cease at the end of ninety days following the receiving party's receipt of the complaining party's notice of dispute, and parties shall thereafter be free to file suit or to initiate any other legal proceeding related to the matters involved in the dispute. The tolling period described in (a) above shall terminate at the end of such ninety-day period.
- (f) Time is of the essence for purposes of the provisions of this Exhibit.

February 28, 2023

Mike Richardson
Airport Director
Bartlesville Municipal Airport
401 Wiley Post Rd.
Bartlesville, OK 74003

Re: Wolfe Aviation, Inc. KBVO Hangar 5 lease termination request

Mike:

It is with sadness that due to declining health of Peter Wolfe and Carol Wolfe of Wolfe Aviation, Inc., we request that the Bartlesville Airport Hangar 5 lease between the City of Bartlesville and Wolfe Aviation, Inc. be terminated effective March 1, 2023. We are unable to continue to conduct business in a normal manner, which is affecting our ability to make future lease payments on KBVO Hangar 5.

Approximately four years ago Wolfe Aviation, Inc. and Emrich Aerial Spraying began speaking of how we could assist Emrich Aerial Spraying with their local business needs. In June of 2022, Wolfe Aviation, Inc. provided aircraft rental storage for Emrich Aerial Spraying, and subsequent conversations ensued. In those conversations Emrich Aerial Spraying indicated their long-term desire to take over the lease of Hangar 5 between the City of Bartlesville and themselves, while allowing Wolfe Aviation, Inc. time to liquidate our equipment, parts and tools.

We would be most appreciative of your efforts if you would allow Wolfe Aviation, Inc. to terminate the existing KBVO Hangar 5 lease, and assist Emrich Aerial Spraying to become the new long-term lease tenant of KBVO Hangar 5.

Sincerely,

DocuSigned by:

D79E934762C94C4...
Peter V. Wolfe
Wolfe Aviation, Inc.
405 Wiley Post Rd., Hangar 5
Bartlesville, OK 74003

DocuSigned by:

D79E934762C94C4...
Carol M. Wolfe, President
Wolfe Aviation, Inc.
405 Wiley Post Rd., Hangar 5
Bartlesville, OK 74003

IN WITNESS WHEREOF, the Parties have terminated the Wolfe Aviation Hangar 5 agreement as of the Effective Date.

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

By: _____
Name: _____
Title: Mayor, City of Bartlesville

Date: _____

ATTEST:

City Clerk
APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

By: _____
Print Name: _____
Title: _____

Date: _____

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

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.

Attachments:

Resolution

II. STAFF COMMENTS AND ANALYSIS

For almost 17 years, the City of Bartlesville has worked with the U.S. Army Corps of Engineers (COE) to acquire additional water storage to help ensure that we can meet the long term needs for our growing population. Bartlesville provides water to over 50,000 people including the surrounding communities of Dewey, Ochelata and Ramona as well as five rural water districts. On December 23, 2022, President Biden signed the “James M. Inhofe National Defense Authorization Act for Fiscal Year 2023” into law. Included in this law is language meant to help address Bartlesville’s long term water concern. Section 8358 of the Water Resources and Development Act (WRDA) of 2022 provides, “The Secretary shall amend the contract described in subsection (c) between the United States and the Copan Public Works Authority, relating to the use of storage space for water supply in Copan Lake, Oklahoma, to— (1) release to the United States all rights of the Copan Public Works Authority to utilize 4,750 acre-feet of future use water storage space; and (2) relieve the Copan Public Works Authority from all financial obligations, to include the initial project investment costs and the accumulated interest on unpaid project investment costs, for the volume of water storage space described in paragraph (1). (b) During the 2-year period beginning on the effective date of the contract amendment under subsection (a), the Secretary shall— (1) provide the City of Bartlesville, Oklahoma, with the right of first refusal to contract for the utilization of storage space for water supply for any portion of the storage space that was released by the Authority under subsection (a); and (2) ensure that the City of Bartlesville, Oklahoma, shall not pay more than 110 percent of the initial project investment cost per acre-foot of storage for the acre-feet of storage space sought under an agreement under paragraph (1).”

In 1981, the Town of Copan reserved 4,750 acre-feet of water storage rights at Copan Lake (approximately 2 million gallons a day), that has not been executed. The Town of Copan cannot release any of these reserved rights without federal legislation. This law clears the way for the Town of Copan to release these reserved rights and provides Bartlesville with the right of first refusal to purchase this water storage for

up to 110 percent of the initial project investment.

With the new law, the Corp of Engineers (COE) reviews and issues guidance that is utilized to implement it. As part of this review, the COE allows for a public comment period, which ends on March 21. Staff is requesting authorization to issue a comment on behalf of the City and to advocate for a price structure similar to the last agreement (2020 at \$81.96/ac-ft) between the City and COE for water storage rights at Copan Lake.

III. RECOMMENDED ACTION

Staff recommends approval of the resolution and authorization to submit a comment on behalf of the City.

RESOLUTION NO. _____

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.

WHEREAS, President Biden, on December 23, 2022, signed the “James M. Inhofe National Defense Authorization Act for Fiscal Year 2023” into law. Section 8358 of the Water Resources and Development Act of 2022 provides, “The Secretary shall amend the contract described in subsection (c) between the United States and the Copan Public Works Authority, relating to the use of storage space for water supply in Copan Lake, Oklahoma, to— (1) release to the United States all rights of the Copan Public Works Authority to utilize 4,750 acre-feet of future use water storage space; and (2) relieve the Copan Public Works Authority from all financial obligations, to include the initial project investment costs and the accumulated interest on unpaid project investment costs, for the volume of water storage space described in paragraph (1). (b) During the 2-year period beginning on the effective date of the contract amendment under subsection (a), the Secretary shall— (1) provide the City of Bartlesville, Oklahoma, with the right of first refusal to contract for the utilization of storage space for water supply for any portion of the storage space that was released by the Authority under subsection (a); and (2) ensure that the City of Bartlesville, Oklahoma, shall not pay more than 110 percent of the initial project investment cost per acre-foot of storage for the acre-feet of storage space sought under an agreement under paragraph (1); and

WHEREAS, the Assistant Secretary of the Army for Civil Works is seeking public comment on any provisions in the Water Resources Development Act (WRDA) of 2022; and

WHEREAS, there is a public necessity to secure water storage rights at Copan Lake at an affordable rate;

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

That the acquisition of the rights made available by section 8358 of the 2022 WRDA be contracted to the City of Bartlesville at a rate affordable to the community and reflective of the last agreement signed between the City of Bartlesville and the US Army Corp of Engineers in 2020 for \$81.96 per acre-foot;

PASSED AND APPROVED THIS 6TH DAY OF MARCH, 2023.

CITY OF BARTLESVILLE, OKLAHOMA

(SEAL)

Mayor

ATTEST:

City Clerk

OKLAHOMA)
)SS
COUNTY OF WASHINGTON)

I, the undersigned, City Clerk of the City of Bartlesville, Oklahoma, do hereby certify that the above and foregoing is a true, full and correct copy of an excerpt from the minutes of a meeting of the City Council of said City held on the date above stated, all as recorded in the official minutes of such meeting. I further certify that the "Open Meeting Law" was complied with for such meeting.

GIVEN UNDER MY HAND THIS 6TH DAY OF MARCH, 2023.

(SEAL)

City Clerk

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Receipt of Interim Financials for the seven months ending January 31, 2023.

Attachments:

Interim Financials for January 31, 2023

II. STAFF COMMENTS AND ANALYSIS

Staff has prepared the condensed Interim Financial Statements for January 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 January 31, 2023.



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

For The Seven Months Ended January 31, 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

TABLE OF CONTENTS

HIGHLIGHTS

MAJOR FUNDS:

GENERAL FUND

WASTEWATER OPERATING/BMA WASTEWATER FUNDS

WATER OPERATING/BMA WATER FUNDS

SANITATION

OTHER FUNDS:

REVENUE BUDGET STATUS

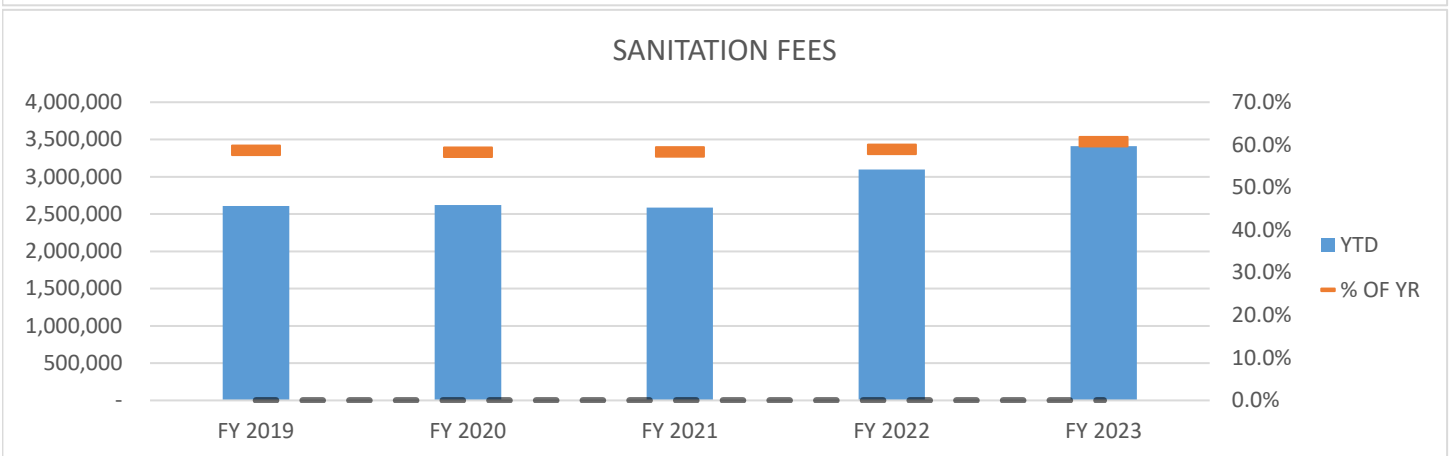
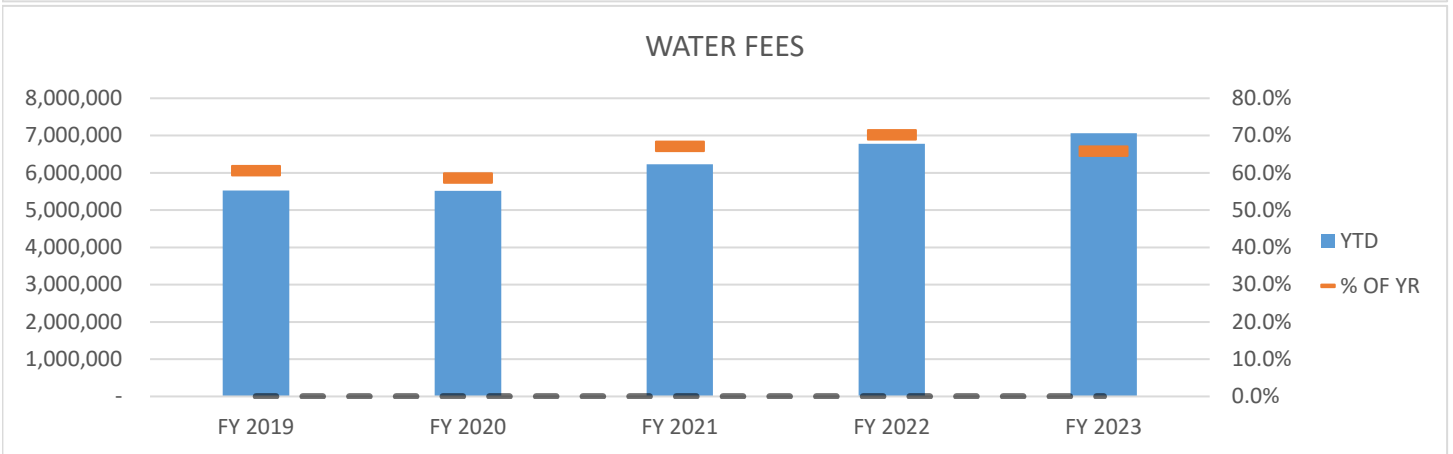
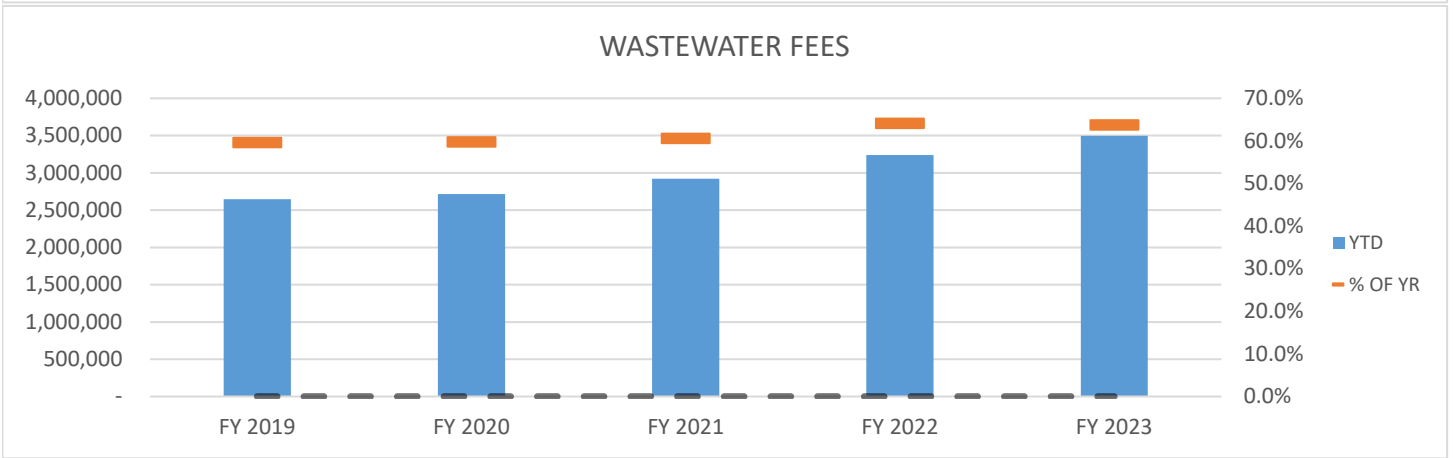
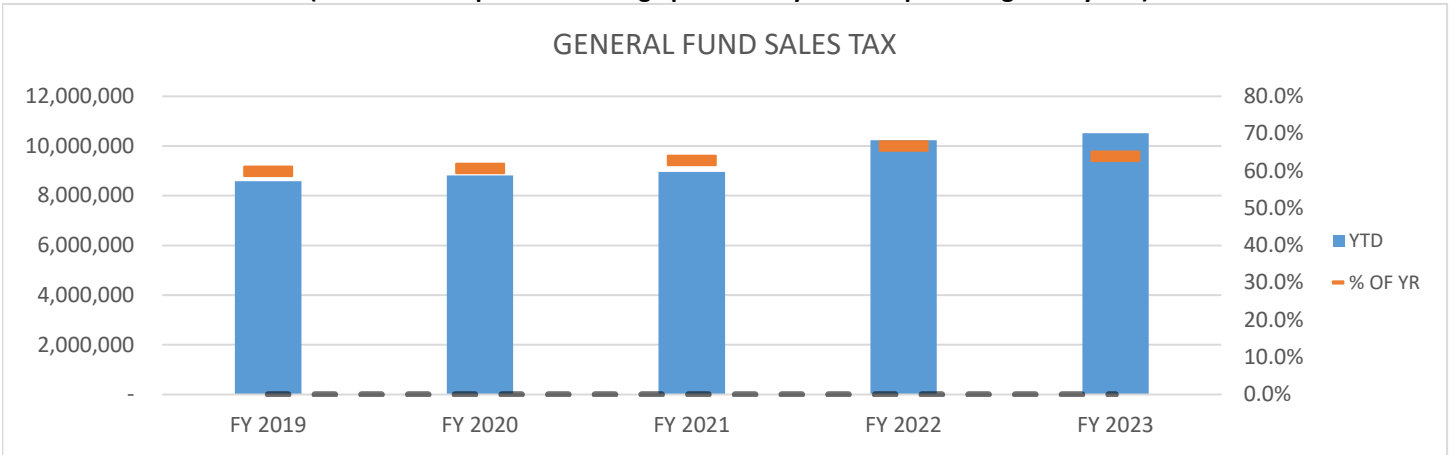
EXPENDITURE BUDGET STATUS

CHANGE IN FUND BALANCE

EXPLANATORY MEMO

FINANCIAL STATEMENT REVENUE HIGHLIGHTS

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



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

58% of Year Lapsed

	<u>2022-23 Fiscal Year</u>					% of Budget	<u>2021-22 Fiscal Year</u>	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total		YTD Total	% Total Year
Revenue:								
Sales Tax	\$ 16,457,122	\$ 9,599,988	\$ 10,522,464	\$ -	\$ 10,522,464	63.9%	\$ 10,240,104	64.7%
Gross Receipt Tax	1,851,300	1,079,925	935,629	-	935,629	50.5%	796,866	64.2%
Licenses and Permits	266,700	155,575	198,526	-	198,526	74.4%	216,725	95.3%
Intergovernmental	739,100	431,142	451,115	-	451,115	61.0%	3,550,322	102.0%
Charges for Services	521,300	304,092	321,425	-	321,425	61.7%	336,778	66.3%
Court Costs	139,800	81,550	112,555	-	112,555	80.5%	79,768	63.1%
Police/Traffic Fines	525,000	306,250	241,225	-	241,225	45.9%	220,771	43.0%
Parking Fines	54,800	31,967	28,630	-	28,630	52.2%	26,470	42.2%
Other Fines	67,000	39,083	40,739	-	40,739	60.8%	37,217	56.4%
Investment Income	100,000	58,333	58,333	-	58,333	58.3%	58,333	35.0%
Miscellaneous Income	396,400	231,233	203,495	-	203,495	51.3%	486,615	78.4%
Transfers In	9,170,941	5,349,716	5,349,721	-	5,349,721	58.3%	3,019,680	62.0%
Total	<u>\$ 30,289,463</u>	<u>\$ 17,668,854</u>	<u>\$ 18,463,857</u>	<u>\$ -</u>	<u>\$ 18,463,857</u>	61.0%	<u>\$ 19,069,649</u>	68.8%
Expenditures:								
General Government	\$ 8,138,777	\$ 4,747,620	\$ 4,557,205	\$ 144,864	\$ 4,702,069	57.8%	\$ 4,393,557	61.8%
Public Safety	15,764,748	9,196,103	9,104,086	216,205	9,320,291	59.1%	8,440,305	70.0%
Street	1,843,488	1,075,368	1,093,248	(48,611)	1,044,637	56.7%	935,491	62.4%
Culture and Recreation	3,494,816	2,038,643	1,869,962	22,765	1,892,727	54.2%	1,778,085	64.3%
Transfers Out	4,011,107	2,339,812	2,339,832	-	2,339,832	58.3%	1,947,493	66.0%
Reserves	910,925	531,373	-	-	-	0.0%	-	N.A.
Total	<u>\$ 34,163,861</u>	<u>\$ 19,928,919</u>	<u>\$ 18,964,333</u>	<u>\$ 335,223</u>	<u>\$ 19,299,556</u>	56.5%	<u>\$ 17,494,931</u>	66.3%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 4,261,660					
Net Revenue (Expense)			<u>(500,476)</u>					
Ending Fund Balance			<u>\$ 3,761,184</u>					

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

58% of Year Lapsed

	<u>2022-23 Fiscal Year</u>						<u>2021-22 Fiscal Year</u>	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total	% of Budget	YTD Total	% Total Year
Revenue:								
Wastewater Fees	\$ 5,499,094	\$ 3,207,805	\$ 3,502,601	\$ -	\$ 3,502,601	63.7%	\$ 3,246,429	65.1%
Investment Income	-	-	-	-	-	N.A.	-	0.0%
Debt Proceeds	45,000,000	26,250,000	-	-	-	0.0%	-	N.A.
Miscellaneous	30,800	17,967	165,362	-	165,362	536.9%	100,204	492.2%
Total	\$ 50,529,894	\$ 29,475,772	\$ 3,667,963	\$ -	\$ 3,667,963	7.3%	\$ 3,346,633	66.9%
Expenditures:								
Wastewater Plant	\$ 2,704,296	\$ 1,577,506	\$ 1,569,676	\$ 1,103,220	\$ 2,672,896	98.8%	\$ 2,391,659	97.2%
Wastewater Maint	902,048	526,195	390,642	4,309	394,951	43.8%	445,569	68.2%
BMA Expenses	28,400	16,567	13,954	-	13,954	49.1%	-	N.A.
Transfers Out	1,647,574	961,085	958,174	-	958,174	58.2%	890,177	61.8%
Reserves	83,049	48,445	-	-	-	0.0%	-	N.A.
Total	\$ 5,365,367	\$ 3,129,798	\$ 2,932,446	\$ 1,107,529	\$ 4,039,975	75.3%	\$ 3,727,404	81.8%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 1,859,443					
Net Revenue (Expense)			<u>735,517</u>					
Ending Fund Balance			<u>\$ 2,594,960</u>					

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

58% of Year Lapsed

	<u>2022-23 Fiscal Year</u>					% of Budget	<u>2021-22 Fiscal Year</u>	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total		YTD Total	% Total Year
Revenue:								
Water Fees	\$ 11,339,739	\$ 6,614,848	\$ 7,421,945	\$ -	\$ 7,421,945	65.5%	\$ 7,108,728	67.6%
Investment Income	-	-	-	-	-	N.A.	-	0.0%
Debt Proceeds	7,500,000	4,375,000	-	-	-	0.0%	-	N.A.
Miscellaneous	-	-	2,683	-	2,683	N.A.	7,168	709.7%
Total	<u>\$ 18,839,739</u>	<u>\$ 10,989,848</u>	<u>\$ 7,424,628</u>	<u>\$ -</u>	<u>\$ 7,424,628</u>	39.4%	<u>\$ 7,115,896</u>	67.6%
Expenditures:								
Water Plant	\$ 3,379,179	\$ 1,971,188	\$ 2,251,475	\$ 87,777	\$ 2,339,252	69.2%	\$ 1,756,432	63.2%
Water Administration	385,958	225,142	216,210	3,070	219,280	56.8%	225,365	66.7%
Water Distribution	2,088,999	1,218,583	968,280	71,917	1,040,197	49.8%	941,152	69.7%
BMA Expenses	10,447,970	6,094,649	2,925,940	(2,710,219)	215,721	2.1%	1,303,678	43.7%
Transfers Out	2,569,382	1,498,806	1,498,812	-	1,498,812	58.3%	1,388,650	62.0%
Reserves	174,039	101,523	-	-	-	0.0%	-	N.A.
Total	<u>\$ 19,045,527</u>	<u>\$ 11,109,891</u>	<u>\$ 7,860,717</u>	<u>\$ (2,547,455)</u>	<u>\$ 5,313,262</u>	27.9%	<u>\$ 5,615,277</u>	58.0%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 9,871,860					
Net Revenue (Expense)			<u>(436,089)</u>					
Ending Fund Balance			<u>\$ 9,435,771</u>					

SANITATION FUND

Statement of Revenue, Expenditures, and Changes in Fund Balances

58% 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	\$ 3,275,392	\$ 3,350,619	\$ -	\$ 3,350,619	59.7%	\$ 3,041,318	69.2%
Investment Income	-	-	-	-	-	N.A.	-	N.A.
Miscellaneous	181,103	45,669	91,359	-	91,359	50.4%	96,185	69.0%
Transfers In	-	-	-	-	-	N.A.	-	0.0%
Total	\$ 5,796,060	\$ 3,321,061	\$ 3,441,978	\$ -	\$ 3,441,978	59.4%	\$ 3,137,503	68.8%
Expenditures:								
Sanitation	\$ 3,449,968	\$ 2,012,481	\$ 1,877,485	\$ 301,255	\$ 2,178,740	63.2%	\$ 2,073,394	70.5%
Transfers Out	2,647,446	1,544,344	1,544,346	-	1,544,346	58.3%	1,317,860	74.9%
Reserves	118,724	69,256	-	-	-	0.0%	-	N.A.
Total	\$ 6,216,138	\$ 3,626,081	\$ 3,421,831	\$ 301,255	\$ 3,723,086	59.9%	\$ 3,391,254	72.1%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 271,101					
Net Revenue (Expense)			20,147					
Ending Fund Balance			\$ 291,248					

ALL OTHER FUNDS
Revenue Budget Report - Budget Basis

58% of Year Lapsed

	<u>Budget</u>	<u>Actuals</u>	<u>Percent of Budget</u>
Special Revenue Funds:			
Economic Development Fund	1,830,242	1,143,778	62%
E-911 Fund	1,207,233	701,399	58%
Special Library Fund	88,000	121,999	139%
Special Museum Fund	-	32,176	N/A
Municipal Airport Fund	504,038	450,830	89%
Harshfield Library Donation Fund	-	-	N/A
Restricted Revenue Fund	106,006	43,505	41%
Golf Course Memorial Fund	-	2,275	N/A
CDBG-COVID	-	71,679	N/A
ARPA	3,186,219	3,186,294	100%
Justice Assistance Grant Fund	-	-	N/A
Neighborhood Park Fund	-	-	N/A
Cemetery Care Fund	3,000	1,956	65%
Debt Service Fund	4,156,550	3,411,368	82%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	3,095,683	2,025,706	65%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	-	26,850	N/A
Wastewater Regulatory Capital Fund	-	-	N/A
City Hall Capital Improvement Fund	11,400	47,880	420%
Storm Drainage Capital Improvement Fund	-	1,609	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	302,522	56%
Sooner Pool Operating Fund	49,871	29,096	58%
Frontier Pool Operating Fund	60,921	35,541	58%
Municipal Airport Operating	391,174	357,130	91%
Internal Service Funds:			
Worker's Compensation Fund	100,287	64,136	64%
Health Insurance Fund	3,781,152	2,348,215	62%
Auto Collision Insurance Fund	75,000	44,926	60%
Stabilization Reserve Fund	1,722,643	1,004,883	58%
Capital Improvement Reserve Fund	7,296,227	4,569,408	63%
Mausoleum Trust Fund	-	-	N/A

ALL OTHER FUNDS

Expenditure Budget Report - Budget Basis

58% of Year Lapsed

	<u>Budget</u>	<u>Actuals</u>	<u>Percent of Budget</u>
Special Revenue Funds:			
Economic Development Fund	4,536,236	1,191,003	26%
E-911 Fund	1,228,358	681,855	56%
Special Library Fund	226,500	65,339	29%
Special Museum Fund	41,500	17,811	43%
Municipal Airport Fund	745,481	686,007	92%
Harshfield Library Donation Fund	451,492	35,884	8%
Restricted Revenue Fund	346,646	27,478	8%
Golf Course Memorial Fund	34,307	28,078	82%
CDBG-COVID	-	-	N/A
ARPA	3,609,713	2,105,668	58%
Justice Assistance Grant Fund	7,619	-	0%
Neighborhood Park Fund	27,653	-	0%
Cemetery Care Fund	12,147	1,334	11%
Debt Service Fund	4,156,550	1,944,501	47%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	4,529,560	1,922,023	42%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	97,435	83,155	85%
Wastewater Regulatory Capital Fund	784,684	-	0%
City Hall Capital Improvement Fund	75,594	1,804	2%
Storm Drainage Capital Improvement Fund	51,963	-	0%
Community Development Block Grant Fund	196,000	42,133	21%
2008B G.O. Bond Fund	-	-	N/A
2009 G.O. Bond Fund	2,636	-	0%
2010 G.O. Bond Fund	-	-	N/A
2012 G.O. Bond Fund	-	-	N/A
2014 G.O. Bond Fund	-	-	N/A
2014B G.O. Bond Fund	3,885	-	0%
2015 G.O. Bond Fund	-	-	N/A
2017 G.O. Bond Fund	-	-	N/A
2018A G.O. Bond Fund	-	-	N/A
2018B G.O. Bond Fund	32,031	-	0%
2018C G.O. Bond Fund	317,014	67,054	21%
2019A G.O. Bond Fund	669,535	319,699	48%
2019B G.O. Bond Fund	385,860	-	0%
2021A G.O. Bond Fund	2,109,080	43,716	2%
2022 G.O. Bond Fund	9,345,050	4,051,903	43%
Proprietary Funds:			
Adams Golf Course Operating Fund	628,362	380,225	61%
Sooner Pool Operating Fund	51,041	28,410	56%
Frontier Pool Operating Fund	64,020	30,549	48%
Municipal Airport Operating	622,990	372,071	60%
Internal Service Funds:			
Worker's Compensation Fund	430,000	93,270	22%
Health Insurance Fund	4,155,209	2,527,087	61%
Auto Collision Insurance Fund	443,559	8,816	2%
Stabilization Reserve Fund	10,211,008	-	0%
Capital Improvement Reserve Fund	7,736,297	1,918,499	25%
Mausoleum Trust Fund	8,185	-	0%

ALL OTHER FUNDS

Fund Balance Report - Modified Cash Basis

58% of Year Lapsed

	<u>Beginning of Year</u>	<u>Change</u>	<u>Current</u>
Special Revenue Funds:			
Economic Development Fund	2,976,150	302,775	3,278,925
E-911 Fund	42,136	20,519	62,655
Special Library Fund	300,317	44,230	344,547
Special Museum Fund	129,805	14,365	144,170
Municipal Airport Fund	258,862	(139,164)	119,698
Harshfield Library Donation Fund	611,905	(163,597)	448,308
Restricted Revenue Fund	371,829	13,498	385,327
Golf Course Memorial Fund	31,449	(19,357)	12,092
CDBG-COVID	(71,679)	71,679	-
ARPA	2,186,371	1,080,626	3,266,997
Justice Assistance Grant Fund	7,619	-	7,619
Neighborhood Park Fund	27,722	-	27,722
Cemetery Care Fund	8,234	622	8,856
Debt Service Fund	3,383,622	1,466,867	4,850,489
Capital Project Funds:			
Sales Tax Capital Improvement Fund	3,179,987	(38,897)	3,141,090
Park Capital Improvement Fund	-	-	-
Wastewater Capital Improvement Fund	125,314	13,904	139,218
Wastewater Regulatory Capital Fund	805,587	-	805,587
City Hall Capital Improvement Fund	74,009	46,311	120,320
Storm Drainage Capital Improvement Fund	52,981	1,609	54,590
Community Development Block Grant Fund	-	(2,278)	(2,278)
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	(112,095)	40,616
2019A G.O. Bond Fund	657,231	(126,595)	530,636
2019B G.O. Bond Fund	397,717	-	397,717
2021A G.O. Bond Fund	1,079,080	(27,577)	1,051,503
2022A G.O. Bond Fund	9,370,025	(1,786,460)	7,583,565
Proprietary Funds:			
Adams Golf Course Operating Fund	56,999	(28,428)	28,571
Sooner Pool Operating Fund	23,650	(20,877)	2,773
Frontier Pool Operating Fund	14,708	(12,839)	1,869
Municipal Airport Operating	246,207	(2,977)	243,230
Internal Service Funds:			
Worker's Compensation Fund	248,341	(19,864)	228,477
Health Insurance Fund	291,251	(167,658)	123,593
Auto Collision Insurance Fund	477,623	3,650	481,273
Stabilization Reserve Fund	10,211,008	1,004,883	11,215,891
Capital Improvement Reserve Fund	12,762,925	2,275,719	15,038,644
Mausoleum Trust Fund	7,813	-	7,813



FROM: Jason Muninger, CFO/City Clerk

SUBJECT: Financial Statement Explanatory Information

GENERAL INFORMATION

The purpose of this memo is to provide some insight as to the construction of the attached financial statements and to provide some guidance as to their use.

The format of the attached financial statements is intended to highlight our most important revenue sources, provide sufficient detail on major operating funds, and provide a high level overview of all other funds. The level of detail presented is sufficient to assist the City Council in conducting their fiduciary obligations to the City without creating a voluminous document that made the execution of that duty more difficult.

This document provides three different types of analyses for the Council's use. The first is an analysis of revenue vs budgeted expectations. This allows the Council to see how the City's revenues are performing and to have a better idea if operational adjustments are necessary.

The second analysis compares expenditures to budget. This allows the Council to ensure that the budgetary plan that was set out for the City is being followed and that Staff is making the necessary modifications along the way.

The final analysis shows the fund balance for each fund of the City. This is essentially the "cash" balance for most funds. However, some funds include short term receivables and payables depending on the nature of their operation. With very few exceptions, all funds must maintain positive fund balance by law. Any exceptions will be noted where they occur.

These analyses are presented in the final manner:

Highlights:

The Highlights section presents a 5 year snap shot of the performance of the City's 4 most important revenue sources. Each bar represents the actual amounts earned in each year through the period of the report. Each dash represents the percent of the year's revenue that had been earned through that period. The current fiscal year will always represent the percent of the budget that has been earned, while all previous fiscal years will always represent the percent of the actual amount earned. This analysis highlights and compares not only amounts earned, but gives a better picture of how much should have been earned in order to meet budget for the year.

Major Operating Funds:

The City's major operating funds are presented in greater detail than the remainder of the City's funds. These funds include the General, Wastewater Operating, BMA – Wastewater, Water Operating, BMA – Water, and Sanitation. Due to the interrelated nature of the Wastewater Operating/BMA – Wastewater and the Water Operating/BMA – Water funds, these have been combined into Wastewater Combined and Water Combined funds. This should provide a better picture of the overall financial condition of these operating segments by combining revenues, operating expenses, and financing activities in a single report.

Other Funds:

All other funds of the City are reported at a high level. These funds are often created for a limited purpose, limited duration, and frequently contain only a one-time revenue source. This high level overview will provide Council with sufficient information for a summary review. Any additional information that is required after that review is available.

These condensed financial statement should provide sufficient information for the City Council to perform its fiduciary responsibility while simplifying the process. All supplementary, detailed information is available for the Council's use at any time upon request. Additionally, any other funds that the Council chooses to classify as a Major Operating fund can be added to that section to provide greater detail in the future.

(Published in Bartlesville, OK Examiner-Enterprise 2/1/2023, 2/5/2023, & 2/8/2023)

INVITATION FOR BIDS

**City of Bartlesville
Minnesota Rehabilitation – Highway 75 to Madison Boulevard
Bid No. 2022-2023-014**

Notice is hereby given that the City of Bartlesville will receive sealed bids at the office of the City Clerk until **2:00 p.m.** on the **21st day of February, 2023** at such time bids will be opened and publicly read.

The project consists of furnishing all materials, labor, and expenses necessary to construct the project as called for in the plans and specifications on file in the Engineering Department, 3rd Floor, City Hall, 401 S. Johnstone, Bartlesville, Oklahoma 74003, (918) 338-4251. Plans, specifications, and contract documents may be examined in this office and are available at a nonrefundable charge of **\$25.00** or they can be requested and received via email at no charge (kdtoulou@cityofbartlesville.org).

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

A mandatory pre-bid conference will be held on February 9th, 2023 at 10:00 a.m. in the City Hall, 3rd Floor Conference Room, 401 S. Johnstone, Bartlesville, Oklahoma.

The major work on the project shall consist of the following:

738	SY	SEPARATOR FABRIC
421	TON	TRAFFIC BOUND SURFACE COURSE TYPE E
87	TON	SUPERPAVE, TYPE S3(PG 64-22 OK)
1920	TON	SUPERPAVE, TYPE S4(PG 64-22 OK)
310	TON	SUPERPAVE, TYPE S5(PG 64-22 OK)
519	SY	REMOVAL OF ASPHALT PAVEMENT
5533	SY	PAVEMENT GRID


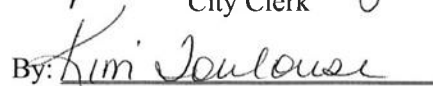
Proposals shall be submitted in sealed envelopes and marked, "City Clerk, City Hall, 401 S. Johnstone, Bartlesville, Oklahoma 74003, **Minnesota Rehabilitation – Highway 75 to Madison Boulevard, Bid No. 2022-2023-014**". Proposals shall be accompanied by a five percent (5%) bid guarantee.

Each Bidder must deposit with his Bid, security in the amount, form, and subject to the conditions provided in the Information for Bidders. All Bids must be made on the required Bid form and Bidder shall be a record plan holder with the City.

The Owner reserves the right to waive any informality or to reject any or all Bids and select the lowest and best bid.

Bids received more than ninety-six (96) hours (excluding Saturdays, Sundays and Holidays) before the time set for receiving bids as well as bids received after the time set for receipt of bids will not be considered, and will be returned unopened. No Bidder may withdraw his Bid within 30 days after the actual date of the opening thereof.

DATED this 25th day of January 2023.


City Clerk
By: 
Deputy Clerk

INV-1

(Published in Bartlesville, OK Examiner-Enterprise 2/5/2023, 2/8/2023, & 2/12/2023)

INVITATION FOR BIDS

**City of Bartlesville
City HVAC Component Replacement
Bid No. 2022-2023-015**

Notice is hereby given that the City of Bartlesville will receive sealed bids at the office of the City Clerk until **2:00 p.m.** on the 27th day of February, 2023 at such time bids will be opened and publicly read. There will be a mandatory pre-bid meeting at 9:00AM on February 13th, 2023 at Engineering Department, 3rd Floor, City Hall, 401 S. Johnstone, Bartlesville, Oklahoma 74003. All bidders must be recorded as a plan holder with the City by emailing Kim Toulouse at kdtoulou@cityofbartlesville.org.

The last day for questions will be February 16th, 2023 and the last day for addendums will be February 17th, 2023. Any questions should be submitted in writing to sdroper@cityofbartlesville.org.

The project consists of furnishing all materials, equipment, labor, and expenses necessary to construct the project as called for in the plans and specifications on file in the Engineering Department, 3rd Floor, City Hall, 401 S. Johnstone, Bartlesville, Oklahoma 74003, (918) 338-4251. Electronic copies of plans, specifications, and contract documents will be provided upon request via email at no charge by contacting the City Engineer's office or by emailing kdtoulou@cityofbartlesville.org.

The major work on the project shall consist of the following:

- 1 EA Building Automation System
- 1 EA Remove and Replace Boiler
- 1 EA Roof Access Hatch
- 1 EA Remove and Replace Cooling Tower
- Add. Alternate
- 1 EA Remove and Replace Chiller

Proposals shall be submitted in sealed envelopes and marked, "City Clerk, City Hall, 401 S. Johnstone, Bartlesville, Oklahoma 74003, **City HVAC Component Replacement, Bid No. 2022-2023-015**". Proposals shall be accompanied by a five percent (5%) bid guarantee.

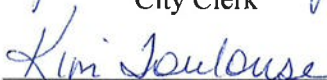
Each Bidder must deposit with his Bid, security in the amount, form, and subject to the conditions provided in the Information for Bidders. All Bids must be made on the required Bid form and Bidder shall be a record plan holder with the City.

The Owner reserves the right to waive any informality or to reject any or all Bids and select the lowest and best bid.

Bids received more than ninety-six (96) hours (excluding Saturdays, Sundays and Holidays) before the time set for receiving bids as well as bids received after the time set for receipt of bids will not be considered, and will be returned unopened. No Bidder may withdraw his Bid within 30 days after the actual date of the opening thereof.

DATED this 1st day of February, 2023.


City Clerk

By: 
Deputy Clerk

INV-1

BID REVIEW RECOMMENDATION

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A. SUBJECT:

Discuss and take action to award Bid No. 2022-2023-014 for the Minnesota Rehabilitation Project.

B. ATTACHMENTS:

Bid Tabulation
Construction Plans

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

A. PROJECT DESCRIPTION:

One of the discretionary projects included in the 2020 Issuance of the 2018 General Obligation Bond (GO Bond) is the Minnesota Rehabilitation project. The project consists of an asphalt rehabilitation of Minnesota from Washington Blvd. to Madison Blvd. The east half of the project will consist of processing the existing asphalt material in place and compacting, followed by a 4" thick asphalt overlay. The west half of the project will consist of an asphalt leveling course, topped with an asphalt impregnated geotextile, topped with a 2" asphalt overlay. The west 100 feet and east 100 feet of the project at the connections with Washington Blvd. and Madison Blvd., respectively, will be completely reconstructed with a new asphalt paving section. All items of work were included in the Base Bid with no Bid Alternates. The base bid for this project consists of replacing existing gravel parking lots at Cooper Dog Park and south of east soccer fields with paved and curbed parking lots, installing a new connecting drive between Cooper Dog Park and Daniels Fields, and removing two of existing drives off of Adams Blvd, leaving only the main drive at the traffic light. Three bid alternates were also included as part of the bid:

B. COMMENTS:

In addition to advertising in the local newspaper, Dodge Reports, E-Plan Bidding, and Southwest Construction News, seven (7) contractors obtained copies of the bid documents and three (3) contractors attended the mandatory pre-bid meeting. Two (2) contractors submitted a bid. The base bids were as follows:

Paragon Contractors, LLC (Tulsa, OK)	\$489,385.55
Brent Bell Construction (Nowata, OK)	\$417,757.37

The bids were evaluated for addendums, bid bonds, line item prices, and arithmetic. Each bid has all of the necessary components. Minor mathematical errors were found in both bids, but the errors did not change the order of the bids.

C. BUDGET AMOUNT:

\$587,000 was originally budgeted for the project in the 2021 Issuance of the 2018 GO Bond. \$43,716 has been utilized for design services, leaving \$543,284 for the construction portion of the project. The low bid by Brent Bell Construction is \$125,526.63 under the available budget.

III. RECOMMENDED ACTION

Brent Bell Construction is a construction firm specializing in asphalt roadway projects. They have completed projects successfully for the City of Bartlesville in the past and have provided information confirming they have the bonding capacity and technical expertise to complete this project.

Staff recommends awarding the base bid to Brent Bell Construction in the amount of \$417,757.37.

/s/ Trevor Dorsey
Council Member

March 1, 2023
Date



Freese & Nichols, Inc.
 4200 E. Skelly Drive, Suite 410
 Tulsa, OK 74135
BID TABULATION

Client: City of Barlesville Project: Minnesota Rehabilitation - Highway 75 to Madison Boulevard Bid Date: February 21, 2023 Project No.: BTO22774				Paragon Contractors, LLC 2108 N. 129th East AVE Tulsa, OK 74116		Brent Bell Construction, LLC P.O. Box 28 Nowata, OK 74048		Average of Bids		Engineer's Estimate	
#	Description	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	UNCLASSIFIED EXCAVATION	178	CY	\$78.73	\$14,013.94	\$40.00	\$7,120.00	\$59.37	\$10,566.97	\$ 29.00	\$5,162.00
2	MUCK EXCAVATION & SELECT FILL	90	CY	\$111.95	\$10,075.50	\$100.00	\$9,000.00	\$105.98	\$9,537.75	\$ 98.00	\$8,820.00
3	AGGREGATE BASE TYPE A	115	CY	\$135.24	\$15,552.60	\$56.00	\$6,440.00	\$95.62	\$10,996.30	\$ 86.00	\$9,890.00
4	PROCESSING EXISTING BASE & SURFACE, METHOD B	2461	LF	\$10.10	\$24,856.10	\$8.00	\$19,688.00	\$9.05	\$22,272.05	\$ 12.00	\$29,532.00
5	SEPARATOR FABRIC	738	SY	\$8.84	\$6,523.92	\$2.00	\$1,476.00	\$5.42	\$3,999.96	\$ 4.00	\$2,952.00
6	TRAFFIC BOUND SURFACE COURSE TYPE E	421	TON	\$35.70	\$15,029.70	\$30.00	\$12,630.00	\$32.85	\$13,829.85	\$ 58.00	\$24,418.00
7	SUPERPAVE, TYPE S3(PG 64-22 OK)	87	TON	\$197.99	\$17,225.13	\$150.00	\$13,050.00	\$174.00	\$15,137.57	\$ 127.00	\$11,049.00
8	SUPERPAVE, TYPE S4(PG 64-22 OK)	1875	TON	\$108.81	\$204,018.75	\$105.00	\$196,875.00	\$106.91	\$200,446.88	\$ 138.00	\$258,750.00
9	SUPERPAVE, TYPE S5(PG 64-22 OK)	312	TON	\$144.00	\$44,928.00	\$129.00	\$40,248.00	\$136.50	\$42,588.00	\$ 150.00	\$46,800.00
10	6" CONCRETE DRIVEWAY (H.E.S.)	56	SY	\$124.16	\$6,952.96	\$125.00	\$7,000.00	\$124.58	\$6,976.48	\$ 98.00	\$5,488.00
11	REMOVAL OF ASPHALT PAVEMENT	519	SY	\$7.77	\$4,032.63	\$9.00	\$4,671.00	\$8.39	\$4,351.82	\$ 12.00	\$6,228.00
12	REMOVAL OF CONCRETE DRIVEWAY	56	SY	\$62.84	\$3,519.04	\$30.00	\$1,680.00	\$46.42	\$2,599.52	\$ 14.00	\$784.00
13	MOBILIZATION	1	LSUM	\$10,181.66	\$10,181.66	\$17,500.00	\$17,500.00	\$13,840.83	\$13,840.83	\$ 57,730.00	\$57,730.00
14	CONSTRUCTION STAKING LEVEL II	1	LSUM	\$9,733.32	\$9,733.32	\$5,500.00	\$5,500.00	\$7,616.66	\$7,616.66	\$ 11,500.00	\$11,500.00
15	(SP) CONTRACTORS QUALITY CONTROL	1	LSUM	\$13,139.98	\$13,139.98	\$7,500.00	\$7,500.00	\$10,319.99	\$10,319.99	\$ 9,775.00	\$9,775.00
16	FLAGGER	6	SD	\$2,366.97	\$14,201.82	\$400.00	\$2,400.00	\$1,383.49	\$8,300.91	\$ 288.00	\$1,728.00
17	CONSTRUCTION TRAFFIC CONTROL	1	LSUM	\$7,421.66	\$7,421.66	\$4,500.00	\$4,500.00	\$5,960.83	\$5,960.83	\$ 9,200.00	\$9,200.00
18	PAVEMENT GRID	5577	SY	\$7.67	\$42,775.59	\$6.81	\$37,979.37	\$7.24	\$40,377.48	\$ 7.00	\$39,039.00
19	PATCHING	25	SY	\$207.05	\$5,176.25	\$100.00	\$2,500.00	\$153.53	\$3,838.13	\$ 288.00	\$7,200.00
20	ENGINEER'S ALLOWANCE	1	EA	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$ 20,000.00	\$20,000.00
TOTAL BID AMOUNT					\$489,358.55		\$417,757.37		\$453,557.96		\$566,045.00

CITY OF BARTLESVILLE

PLAN OF PROPOSED MINNESOTA STREET

PROJECT NO. BTO22774
PAVEMENT REHABILITATION

MINNESOTA STREET: WASHINGTON BOULEVARD (HWY 75) TO MADISON BOULEVARD

WASHINGTON COUNTY

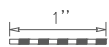
FOR INDEX OF SHEETS AND STANDARDS

INDEX OF SHEETS

1	TITLE SHEET
2-4	TYPICAL SECTION
5	PAY QUANTITIES AND NOTES
6-11	PLAN SHEETS
12	DETOUR PLAN

FOR SURVEY CONTROL DATA,
SEE SURVEY DATA SHEETS

DESIGN DATA	
ADT 2020	= 360
V	= 35MPH

SCALES 

PLAN 1" = 100'

PROFILE HOR. 1" = 100'

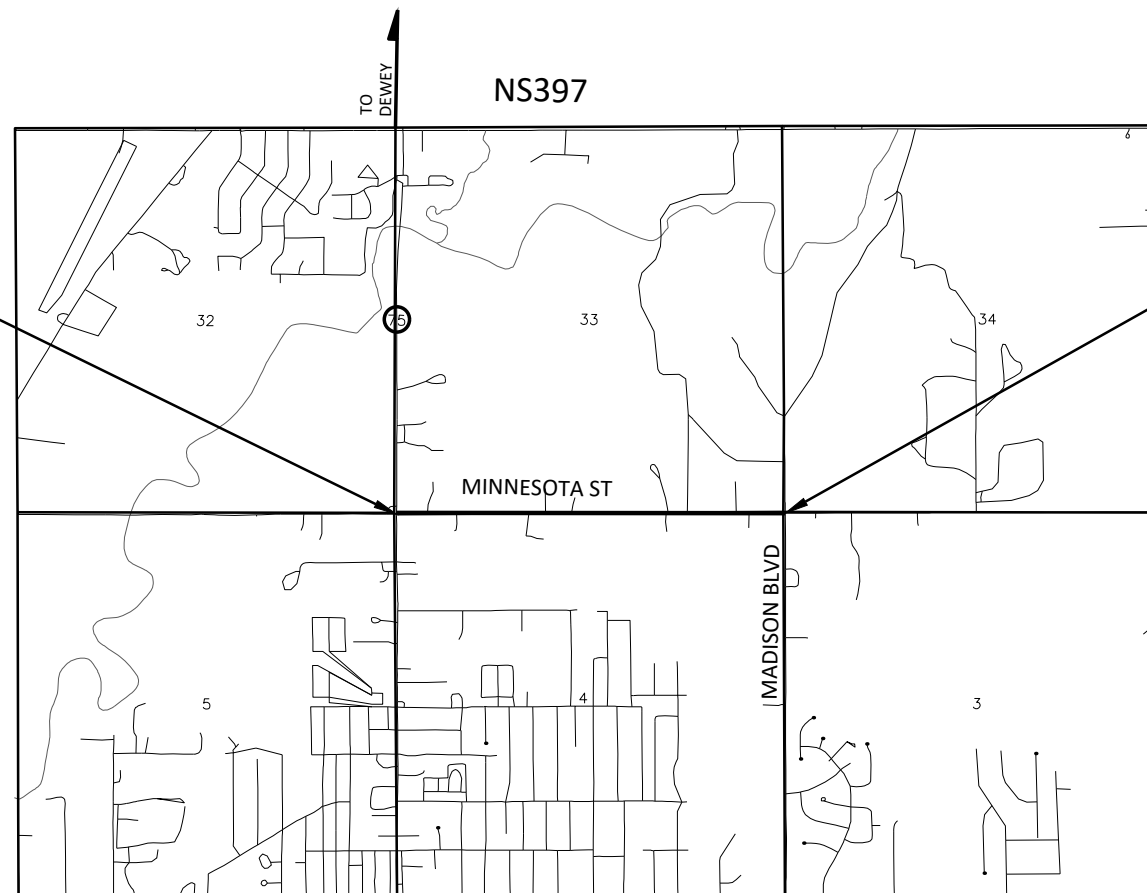
VER. 1" = 10'

LAYOUT MAP 1" = 2,640'

CONVENTIONAL SYMBOLS

	PROPOSED ROAD		W	WATER LINE
	RAILROADS		G	GAS LINE
	RANGE & TOWNSHIP		TUG	UNDERGROUND TELEPHONE
	SECTION LINES		OHE	OVERHEAD ELECTRIC
	QUARTER SECTION LINES		SD	STORM DRAIN
	EXISTING FENCE			
	PROPOSED FENCE			
	GROUND LINE			
	EXISTING ROADS			
	BASE LINE			
	GRADE LINES			
	TELEPHONE & TELEGRAPH			
	POWER LINES			
	BUILDINGS			
	OILWELL			
	DRAINAGE STRUCTURES - IN PLACE			
	DRAINAGE STRUCTURES - NEW			
	RIGHT-OF-WAY LINES - EXISTING			
	RIGHT-OF-WAY LINES - NEW			
	CONTROLLED ACCESS			
	RIGHT-OF-WAY FENCE			

STA. 10+00.00
BEGIN CONSTRUCTION



EW017

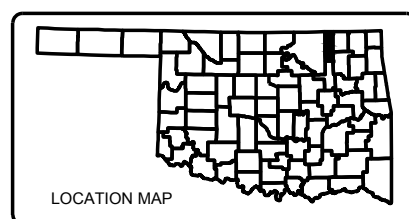
STA. 62+86.53
END CONSTRUCTION

EW018 T26N

EW019

THE FOLLOWING STANDARD DRAWINGS SHALL BE
REQUIRED FOR THIS PROJECT

ROADWAY:	TRAFFIC:
PSE-2-1	TCS-1-1
	TCS-2-1
	TCS-3-1
	TCS-4-1
	TCS-5-1
	TCS-6-1
	TCS-7-1
	TCS-9-1
	TCS-14-1



ROADWAY LENGTH.....	5,286.53	FT.	1.001	MI.
BRIDGE LENGTH.....	0.00	FT.	0.000	MI.
PROJECT LENGTH.....			1.001	MI.

EQUATIONS : NONE
EXCEPTIONS : NONE

FREESE & NICHOLS
 4200 E. Skelly Drive, Suite 410
 Tulsa, Oklahoma 74135
 Phone - (539) 444-8677
 Web - www.freeze.com
 Certificate of Authorization: CA#511
 Expiration Date: 06/30/2024

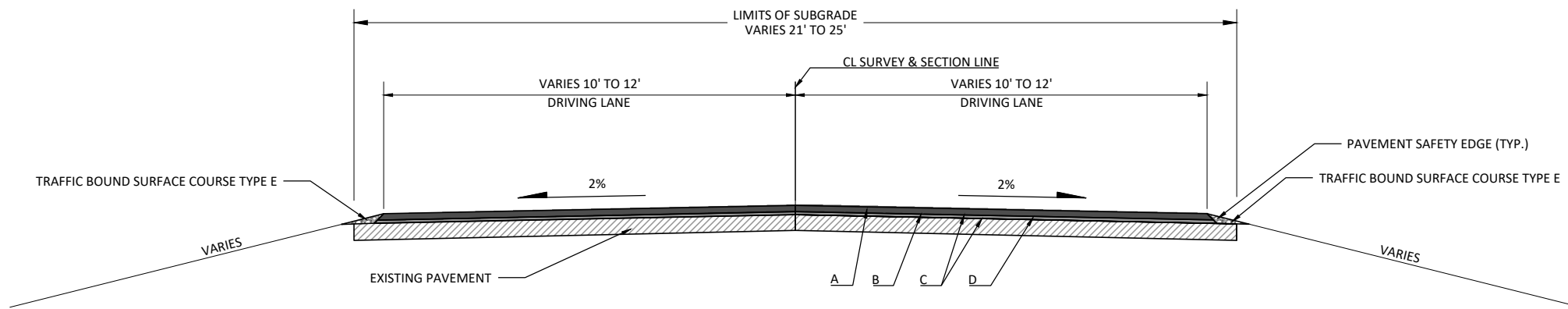
PREPARED BY:
FREESE AND NICHOLS, INC.

David R. Cross
DAVID R. CROSS, P.E.

OKLA. LIC. NO. 17569

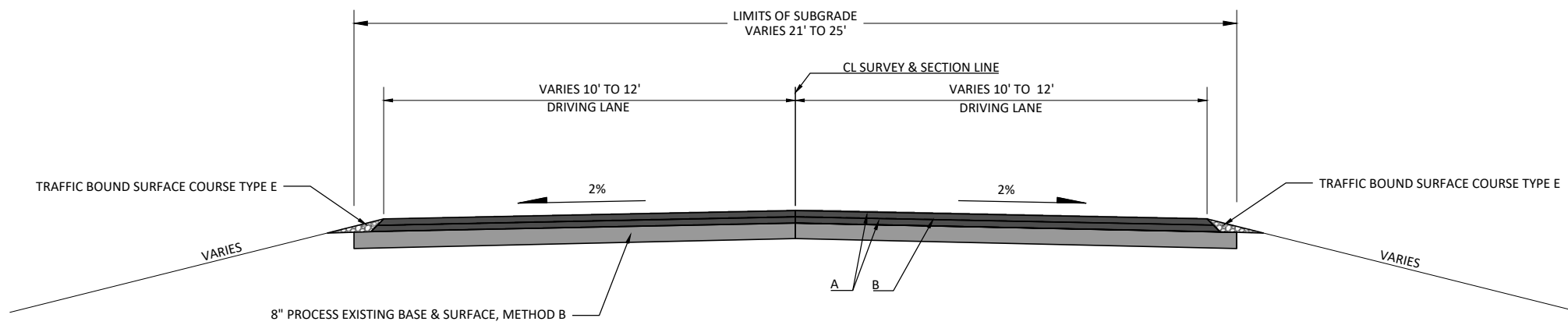
DATE 01/20/2023





TYPICAL NO.1
STA. 11+04.28 TO STA. 37+00.00

PAVEMENT REQUIREMENT			
PAVT. STRUCTURE	DRIVING LANES	OUTSIDE SHOULDER	LEGEND
SURFACE COURSE	2" SUPERPAVE, TYPE S4 (PG 64-22 OK)	TYPE E WEDGE	A
	PAVEMENT GRID		B
	TACK COAT		C
	1" SUPERPAVE, TYPE S5 (PG 64-22 OK)		D

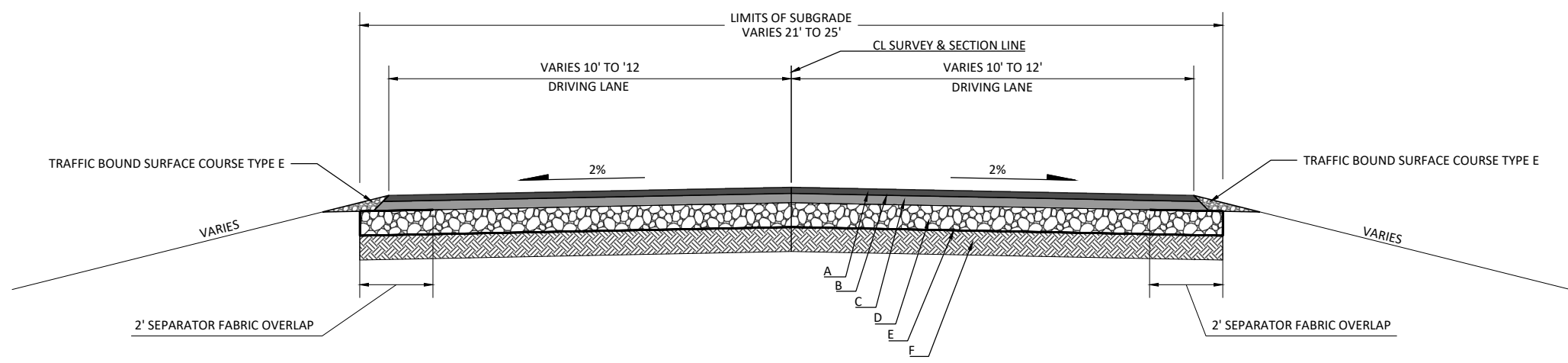


TYPICAL NO.2
STA. 37+00.00 TO STA. 61+80.95

PAVEMENT REQUIREMENT			
PAVT. STRUCTURE	DRIVING LANES	OUTSIDE SHOULDER	LEGEND
SURFACE COURSE	2" SUPERPAVE, TYPE S4 (PG 64-22 OK)	TBSC TYPE E WEDGE	A
	TACK COAT		B

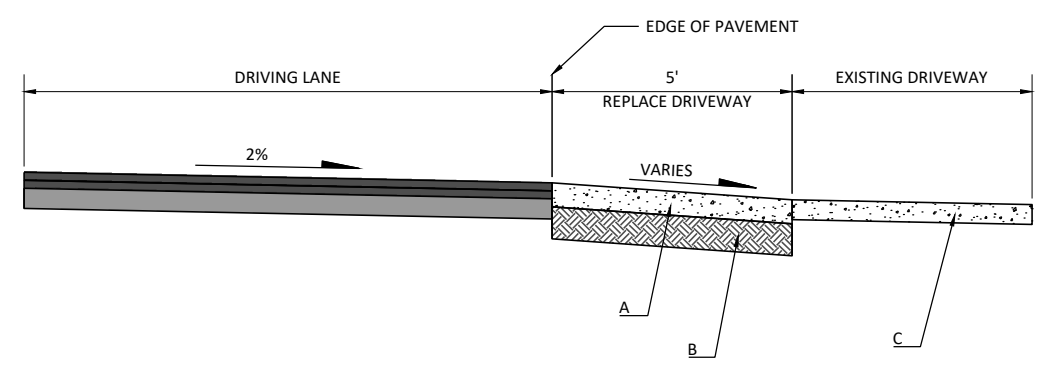
N:\IF\Drawings\1. Specifications\BT022774 TYPICAL.dwg

DESIGN	DRC		CITY OF BARTLESVILLE
DRAWN	CPK		
CHECKED			
APPROVED			
SQUAD			
TYPICAL SECTIONS			
COUNTY	WASHINGTON	STREET	PROJECT NO. BT022774 SHEET NO. 2



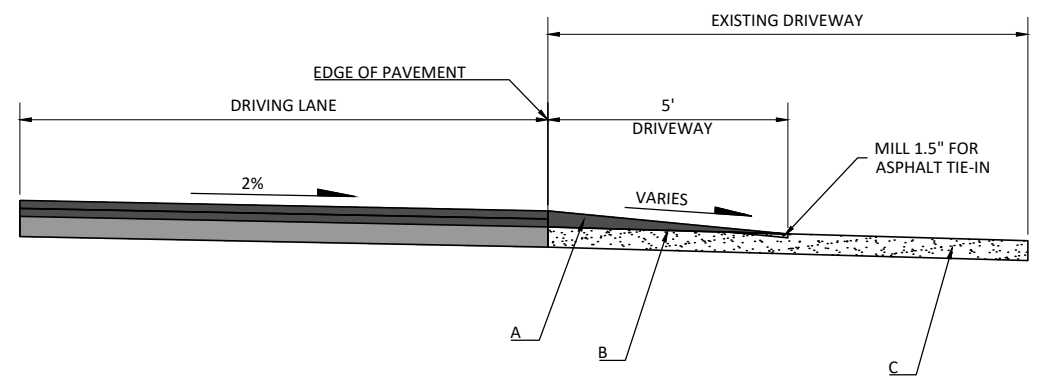
TYPICAL NO. 3
 STA. 10+04.28 TO STA. 11+04.28
 STA. 61+80.95 TO STA. 62+80.95

PAVEMENT REQUIREMENT			
PAVT. STRUCTURE	10'-0" DRIVING LANES	OUTSIDE SHOULDER	LEGEND
SURFACE COURSE	2" SUPERPAVE, TYPE S4 (PG 64-22 OK)	TYPE E WEDGE	A
	TACK COAT		B
	3" SUPERPAVE, TYPE S3 (PG 64-22, OK)		C
	8" AGGREGATE BASE, TYPE A		D
BASE COURSE	SEPARATOR FABRIC		E
	8" SUBGRADE, METHOD B		F



TYPICAL CONCRETE DRIVEWAY
 REMOVAL & REPLACEMENT

PAVEMENT REQUIREMENT		
PAVT. STRUCTURE	5' CONCRETE DRIVEWAY	LEGEND
REPLACE DRIVEWAY	6" CONCRETE	A
BASE COURSE	8" SUBGRADE, METHOD B	B
EXISTING DRIVEWAY	CONCRETE	C

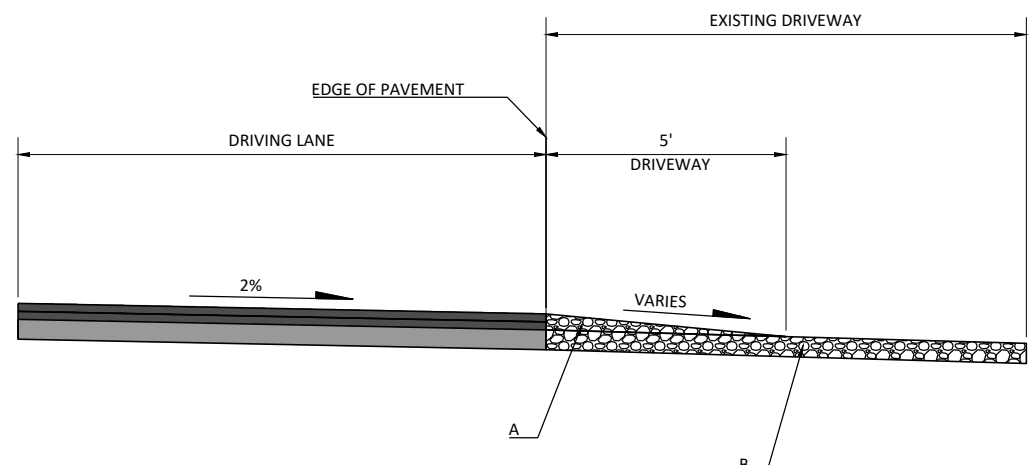


TYPICAL ASPHALT DRIVEWAY
 REMOVAL & REPLACEMENT

PAVEMENT REQUIREMENT		
PAVT. STRUCTURE	5' ASPHALT DRIVEWAY	LEGEND
DRIVEWAY	3" OR 4" SUPERPAVE TYPE S4 (PG 64-22 OK) WEDGE	A
	TACK COAT	B
EXISTING DRIVEWAY	ASPHALT	C

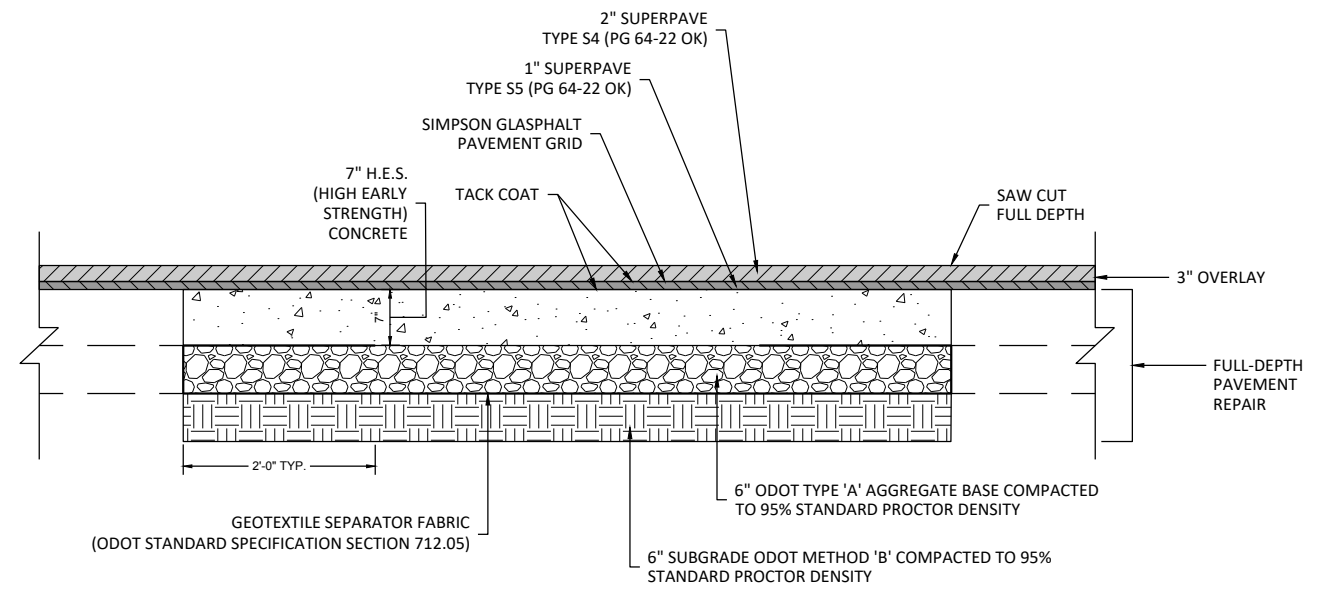
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DRAWN	CPK		
CHECKED			
APPROVED			
SQUAD			
TYPICAL SECTIONS			
COUNTY	WASHINGTON	STREET	PROJECT NO. BT022774 SHEET NO. 3

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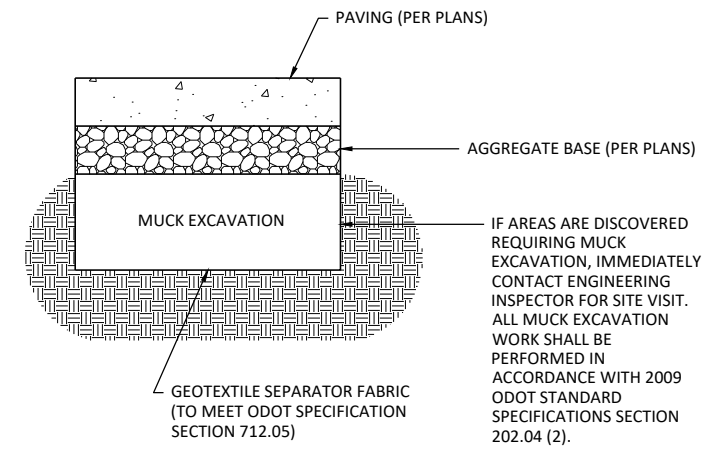
TYPICAL GRAVEL DRIVEWAY

PAVEMENT REQUIREMENT		
PAVT. STRUCTURE	5' GRAVEL DRIVEWAY	LEGEND
DRIVEWAY	TBSC TYPE E	A
EXISTING DRIVEWAY	GRAVEL	B



PATCHING DETAIL

NTS



MUCK EXCAVATION DETAIL

NTS

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DESIGN	DRC		CITY OF BARTLESVILLE	
DRAWN	CPK		TYPICAL SECTIONS	
CHECKED				
APPROVED				
SQUAD				
COUNTY	WASHINGTON	STREET	PROJECT NO.	BT022774
			SHEET NO.	4

N:\IFDrawings\1_Spec\BIBTO22774 PAY QUANTITIES AND NOTES.dwg

PAY ITEM NOTES

- (R-20) ESTIMATED AT 145 LBS. PER CU. FT.
- (R-23) IF USED, PRIME COAT SHALL BE APPLIED AT AN ESTIMATED RATE OF 0.35 GAL. PER SQ. YD. WHEN APPLIED TO SUBGRADE, AND 0.25 GAL. PER SQ. YD. WHEN APPLIED TO AGGREGATE BASE. THE ACTUAL CUTBACK PRIME COAT REQUIRED FOR PLACEMENT OPERATIONS WILL BE DETERMINED BY THE CONTRACTOR, AND SHALL CONSIDER THE RESIDUE FROM DISTILLATION PERCENTAGE SHOWN IN SECTION 708.03 OF THE STANDARD SPECIFICATIONS.
- (R-24) PRICE BID TO INCLUDE COST OF 208 GALLONS OF TACK COAT, MEETING THE REQUIRMENTS OF SECTION 407 OF THE STANDARD SPECIFICATIONS.
- (R-26) ESTIMATED AT 112 LBS. PER SQ. YD. PER 1" THICK.
- (R-40) TO BECOME THE PROPERTY OF AND BE DISPOSED OF BY THE CONTRACTOR IN A MANNER APPROVED BY THE ENGINEER.
- (TC-25) ALL CONSTRUCTION TRAFFIC CONTROL WILL BE IMPLEMENTED ACCORDING TO CONSTRUCTION PLANS, AND INSTALLED IN A MANNER APPROVED BY THE ENGINEER, IN ACCORDANCE WITH CHAPTER VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, (CURRENT EDITION), AND COMPLIANT WITH APPLICABLE O.D.O.T. STANDARD INSTALLATION, MAINTENANCE AND SUBSEQUENT REMOVAL OF ALL NECESSARY CONSTRUCTION TRAFFIC CONTROL DEVICES AND PAVEMENT MARKINGS REQUIRED FOR COMPLETION OF THE PROJECT.
- ALL SIGNS AND BARRICADES, WHICH ARE SHOWN WITH TYPE 'A' LIGHTS IN THE STANDARD DRAWINGS SHALL HAVE THE CORRESPONDING LIGHT ATTACHED DURING NON-DAYLIGHT HOURS.
- (TC-58) INCLUDED IN THIS ITEM IS THE COST OF PROVIDING TWO (2) FLAGGERS FOR A 24 HOUR PERIOD OF TIME. DURING NON-DAYLIGHT HOURS THE FLAGGER STATIONS SHALL BE ADEQUATELY LIGHTED TO PROVIDE A SAFE WORK AREA FOR FLAGGERS. COST OF THIS LIGHTING WILL BE INCLUDED IN THE PRICE BID FOR FLAGGER.
- (1) PRIME COAT COST INCLUDED IN SUPERPAVE PAY ITEMS. ONLY TO BE APPLIED TO AREAS OF COMPLETED SUBGRADE, AGGREGATE BASE, OR PROCESSED BASE/SURFACE NOT COVERED WITH SUPERPAVE WITHIN 72 HOURS.
- (2) INCLUDES THE COST OF SAW CUTTING PAVEMENT, REMOVAL OF EXISTING PAVEMENT, EXCAVATION, 6" SUBGRADE METHOD B, SEPARATOR FABRIC, 6" AGGREGATE BASE, AND 7" PC CONCRETE PAVEMENT.
- (3) INCLUDES THE COST OF EXCAVATION AND BACKFILL WITH SELECT FILL, 8" SUBGRADE METHOD B, AND GEOTEXTILE FABRIC.
- (4) INCLUDES THE COST OF COLD MILLING ASPHALT PAVEMENT TIE-INS AT ASPHALT DRIVEWAYS.
- (5) PAVEMENT GRID SHALL BE GLASPHALT G BY SIMPSON STRONG-TIE MEETING THE FOLLOWING SPECIFICATIONS:
 GENERAL:
 WHEN STORING, KEEP GLASPHALT G WRAPPED FOR PROTECTION AGAINST MOISTURE, WEATHER, AND EXTENDED ULTRAVIOLET EXPOSURE. ELEVATE THE ROLLS AND PROTECT WITH A COVER.
 SEE PLANS FOR COVERAGE AREA FOR GLASPHALT G.
 MATERIAL:
 PAVEMENT INTERLAYER GRID SHALL BE GLASPHALT G BY SIMPSON STRONG-TIE
 1.THE PAVEMENT INTERLAYER GRID JOINTS SHALL HAVE SLIP KNOT CONNECTION OF LONGITUDINAL AND TRANSVERSE INTERSECTIONS
 2.MATERIAL SHALL BE LABELED ON EACH ROLL, WITH THE PRODUCT NAME, TYPE OF MATERIAL, AND THE LOT OR BATCH IDENTIFICATION.
 TABLE OF MATERIAL PROPERTIES
 PAVEMENT INTERLAYER GRID MATERIAL PROPERTIES
 •TENSILE STRENGTH (ASTM D 4595) 8.2 KIP/FT [120 KN/M], MIN
 •ULTIMATE ELONGATION (ASTM D 6637) 3.0% +/- 0.3%, MAX
 •FIBER STRANDS PER LENGTH 15.5 STRANDS PER FT.
 •PRE-SATURATED BITUMEN CONTENT 175G/M2, MIN

EXECUTION/INSTALLATION:

- 1.INSTALLER SHALL HAVE LETTER FROM MANUFACTURE OF TRAINING ON INSTALLATION PROCEDURE. THE CREW INSTALL SHALL HAVE UNDERWENT THE MANUFACTURES TRAINING. SIMPSON WILL PROVIDE TRAINING.
 - 2.MANUFACTURES REPRESENTATIVE TO BE PRESENT FOR THE FIRST DAY OF INSTALLATION. SEE CONTACT FOR SCHEDULING.
 - 3.APPLY THE ASPHALT BINDER (EMULSION) (TYPE) TACK COAT PER SPECIFICATION.
 - 4.LAP LONGITUDE SEAM 4" MINIMUM.
 - 5.LAP END JOINT 4" MINIMUM. STAGGER END JOINTS BY 5 FT, MINIMUM.
 - 6.AS GRID IS UNROLLED, HEAT VIA DUAL PROPANE BURNERS, APPLIED TO THE FILM SIDE OF THE GRID. IMMEDIATELY AFTER, APPLY PRESSURE TO GRID PRESSING INTO BASE VIA STEEL ROLLER.
 - 7.PLACE PAVING GRID ON CLEAN UNIFORM SURFACE.
 - 8.CONTROL TRAFFIC, DO NOT OPEN TRAFFIC TO PUBLIC UNTIL ASPHALT OVERLAY IS PLACED ATOP GRID
 - 9.SIMPSON'S LAYDOWN EQUIPMENT INCLUDES HEATING ELEMENT AND ROLLERS. A FRONT LOADER (BY CONTRACTOR) WITH FORKS IS REQUIRED TO OPERATE LAYDOWN EQUIPMENT. CONTACT SIMPSON TO COORDINATE RENTAL OF LAYDOWN EQUIPMENT.
- COST:
- 1.COST SHALL INCLUDE INSTALLATION AND MATERIAL.
 - 2.COST SHALL BE ON COVERAGE AREA IN SQYD UNITS, PER PLANS.
- CONTACT:
 EVAN HAMMEL, (720)237-6346
 SIMPSON STRONG-TIE
 2505 ENTERPRISE CIR
 WEST CHICAGO, IL 60185
 1(800) 925-5099

GENERAL CONSTRUCTION NOTES

IN ACCORDANCE WITH THE OKLAHOMA UNDERGROUND FACILITIES DAMAGE PREVENTION ACT THE CONTRACTOR SHALL NOTIFY THE OKLAHOMA ONE-CALL SYSTEM, INC. 48 HOURS PRIOR TO BEGINNING EXCAVATION. OKLAHOMA ONE-CALL SYSTEM, INC. "CALL OKIE" 1-800-522-6543 OR 811

FOR PROJECTS THAT INCLUDE WIDENING AND/OR RESURFACING, THE CONTRACTOR SHALL SCHEDULE OPERATIONS TO MINIMIZE POTENTIAL DROP-OFF HAZARDS AND SHALL SUBMIT A SEQUENCE OF CONSTRUCTION OPERATIONS TO THE RESIDENT ENGINEER FOR APPROVAL BEFORE OPERATIONS BEGIN. ANY PORTION OF THE CONSTRUCTION OPERATIONS, SUCH AS SUPERPAVE LAYING OPERATIONS, EXCAVATION FOR PAVEMENT WIDENING, OR EXTENSION OF ROADWAY STRUCTURES, SHALL BE LIMITED TO ONE SIDE AT A TIME, AND THE PROCEDURES OUTLINED IN THE PAVEMENT DROP-OFF TREATMENT STANDARD PDT-2 (LATEST REVISION) SHALL BE IMPLEMENTED. ONLY THAT AMOUNT OF OPEN TRENCH WILL BE ALLOWED THAT CAN BE SURFACED IN 1(ONE) DAY'S TIME WITHOUT APPROVAL BY THE ENGINEER. LIGHTS, SIGNS AND BARRICADES SHALL BE MOVED AS WORK PROGRESSES.

IN ORDER TO ALLEVIATE DUST CONDITIONS DURING GRADING OPERATIONS AND BEFORE PAVEMENT WORK IS COMPLETED, THE CONTRACTOR SHALL SPRINKLE GRADING AT INTERVALS APPROVED BY THE ENGINEER. ALL COST TO BE INCLUDED IN OTHER ITEMS OF WORK.

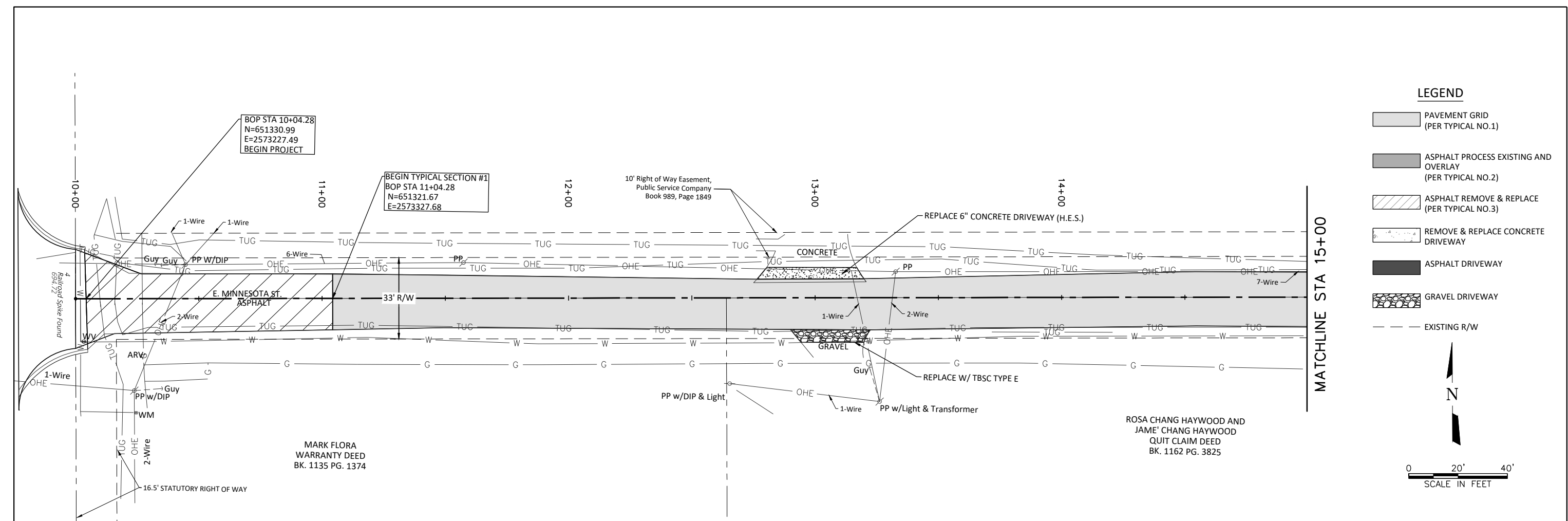
THE CONTRACTOR SHALL KEEP THE OPEN TRENCH DRAINED. COST TO BE INCLUDED IN OTHER ITEMS OF WORK.

T.B.S.C. SURFACES SHALL BE SPRINKLED WITH WATER AND ROLLED WITH A PNEUMATIC ROLLER IN A MANNER APPROVED BY THE ENGINEER.

THE USE OF A MATERIAL TRANSFER VEHICLE (MTV) WILL NOT BE REQUIRED FOR THIS PROJECT.

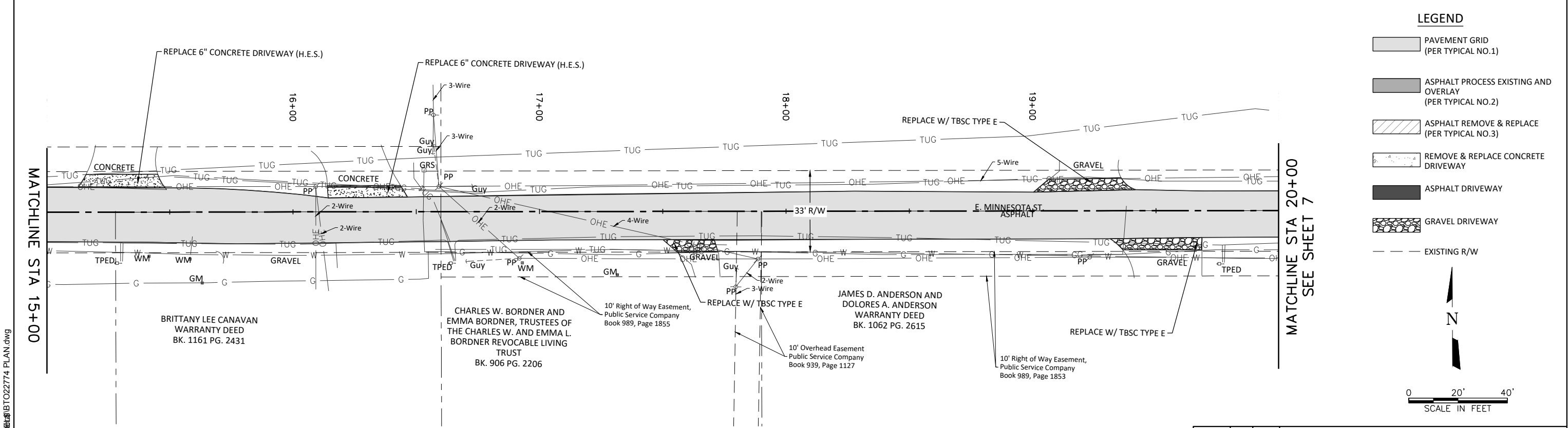
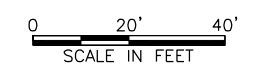
		PAY QUANTITIES	
ITEM	DESCRIPTION	UNITS	QUANTITIES
202(A) 2200	UNCLASSIFIED EXCAVATION	CY	178
202(B) 2300	MUCK EXCAVATION (3)	CY	90
303(A) 1200	AGGREGATE BASE TYPE A	CY	115
311(B) 6300	PROCESSING EXISTING BASE & SURFACE, METHOD B	LF	2,461
325 0100	SEPARATOR FABRIC	SY	738
402(E) 2600	TRAFFIC BOUND SURFACE COURSE TYPE E (R-20)	TON	421
411(B) 1330	SUPERPAVE, TYPE S3(PG 64-22 OK) (1)(R-23)(R-24)(R-26)	TON	87
411(C) 1430	SUPERPAVE, TYPE S4(PG 64-22 OK) (1)(4)(R-23)(R-24)(R-26)	TON	1,875
411(D) 1530	SUPERPAVE, TYPE S5(PG 64-22 OK) (R-24)(R-26)	TON	312
610(B) 5300	6" CONCRETE DRIVEWAY (H.E.S.)	SY	56
619(B) 6364	REMOVAL OF ASPHALT PAVEMENT (R-40)	SY	519
619(B) 6380	REMOVAL OF CONCRETE DRIVEWAY (R-40)	SY	56
641 2110	MOBILIZATION	LSUM	1
642(B) 3300	CONSTRUCTION STAKING LEVEL II	LSUM	1
643 4170	(SP) CONTRACTORS QUALITY CONTROL	LSUM	1
880(I) 7000	FLAGGER (TC-25)(TC-58)	SD	6
880(J) 7110	CONSTRUCTION TRAFFIC CONTROL (TC-25)	LSUM	1
SPECIAL	PAVEMENT GRID (5)	SY	5,577
SPECIAL	PATCHING (2)	SY	25
SPECIAL	ENGINEER'S ALLOWANCE		1

DESIGN	DRC		CITY OF BARTLESVILLE	
DRAWN	CPK			
CHECKED			PAY QUANTITIES AND NOTES	
APPROVED				
SQUAD				
COUNTY	WASHINGTON	STREET		
			SHEET NO.	5



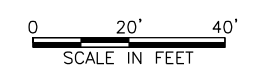
LEGEND

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- ASPHALT PROCESS EXISTING AND OVERLAY (PER TYPICAL NO.2)
- ASPHALT REMOVE & REPLACE (PER TYPICAL NO.3)
- REMOVE & REPLACE CONCRETE DRIVEWAY
- ASPHALT DRIVEWAY
- GRAVEL DRIVEWAY
- EXISTING R/W



LEGEND








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- ASPHALT REMOVE & REPLACE (PER TYPICAL NO.3)
- REMOVE & REPLACE CONCRETE DRIVEWAY
- ASPHALT DRIVEWAY
- GRAVEL DRIVEWAY
- EXISTING R/W

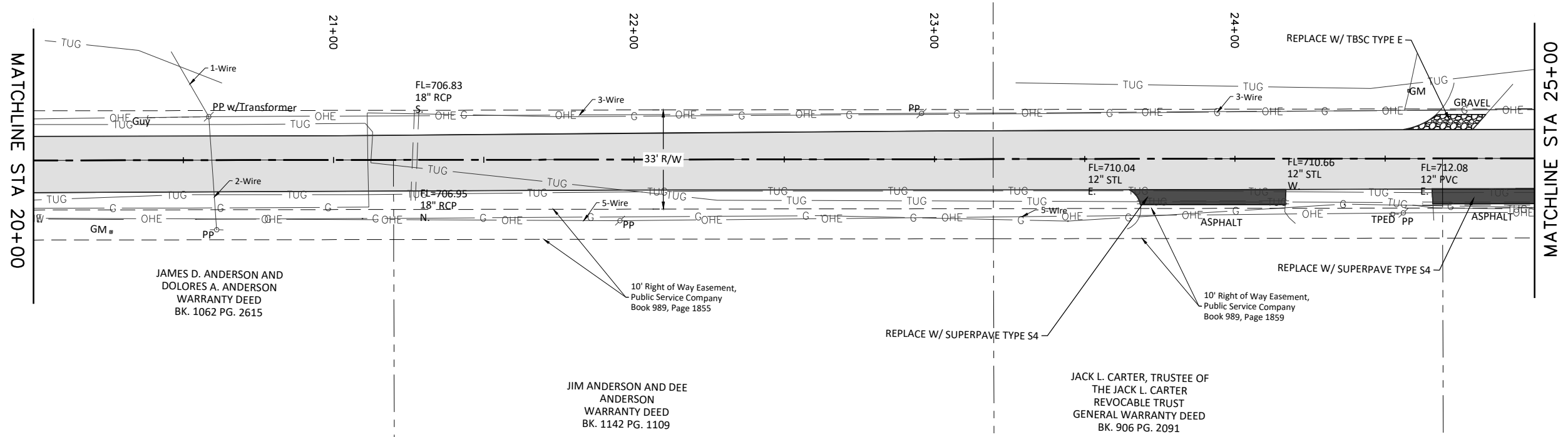
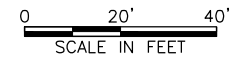
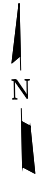


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

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COUNTY WASHINGTON STREET _____ PROJECT NO. BTO22774 SHEET NO. 6			PLAN VIEW STA. 10+00 TO STA. 20+00

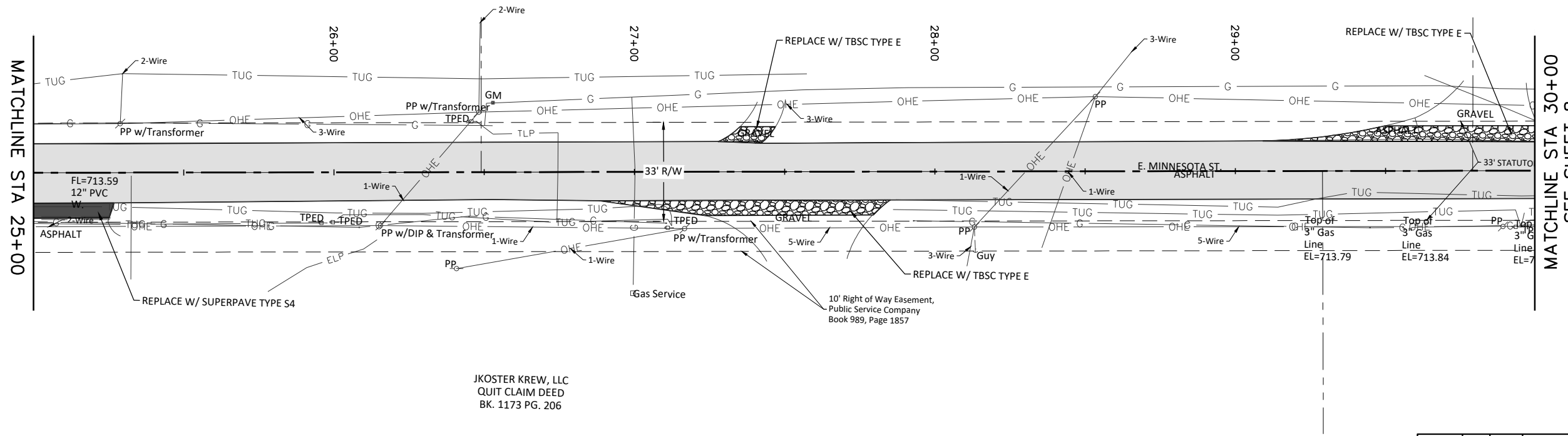
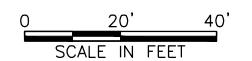
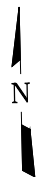
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-  ASPHALT REMOVE & REPLACE (PER TYPICAL NO.3)
-  REMOVE & REPLACE CONCRETE DRIVEWAY
-  ASPHALT DRIVEWAY
-  GRAVEL DRIVEWAY
-  EXISTING R/W



LEGEND

-  PAVEMENT GRID (PER TYPICAL NO.1)
-  ASPHALT PROCESS EXISTING AND OVERLAY (PER TYPICAL NO.2)
-  ASPHALT REMOVE & REPLACE (PER TYPICAL NO.3)
-  REMOVE & REPLACE CONCRETE DRIVEWAY
-  ASPHALT DRIVEWAY
-  GRAVEL DRIVEWAY
-  EXISTING R/W



MATCHLINE STA 30+00
SEE SHEET 8








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DRAWN	CPK			
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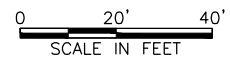
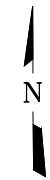
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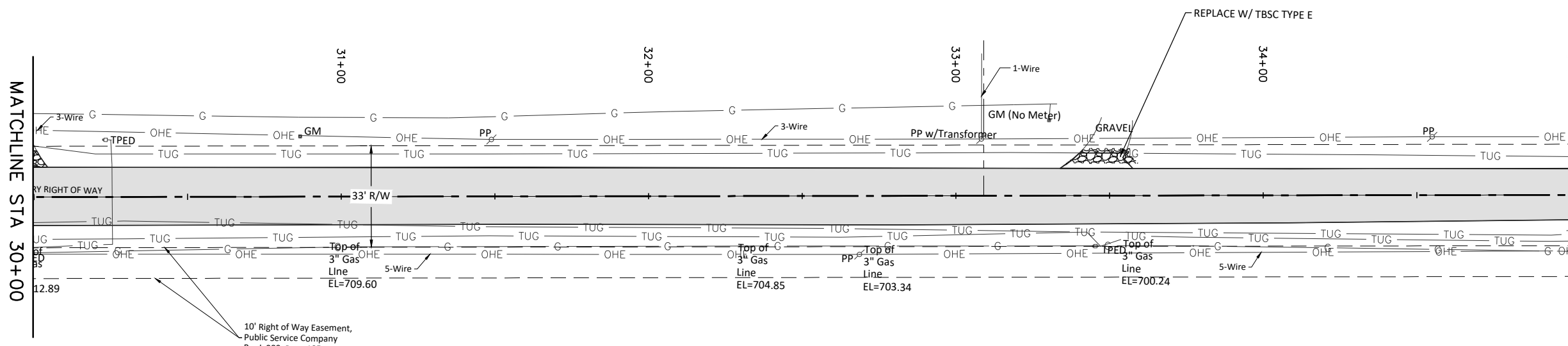
MATCHLINE STA 35+00

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-  ASPHALT REMOVE & REPLACE (PER TYPICAL NO.3)
-  REMOVE & REPLACE CONCRETE DRIVEWAY
-  ASPHALT DRIVEWAY
-  GRAVEL DRIVEWAY
-  EXISTING R/W










JACK L. CARTER, TRUSTEE OF
THE JACK L. CARTER
REVOCABLE TRUST
GENERAL WARRANTY DEED
BK. 906 PG. 2091

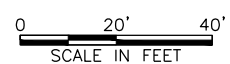


MATCHLINE STA 35+00

MATCHLINE STA 40+00
SEE SHEET 9

LEGEND

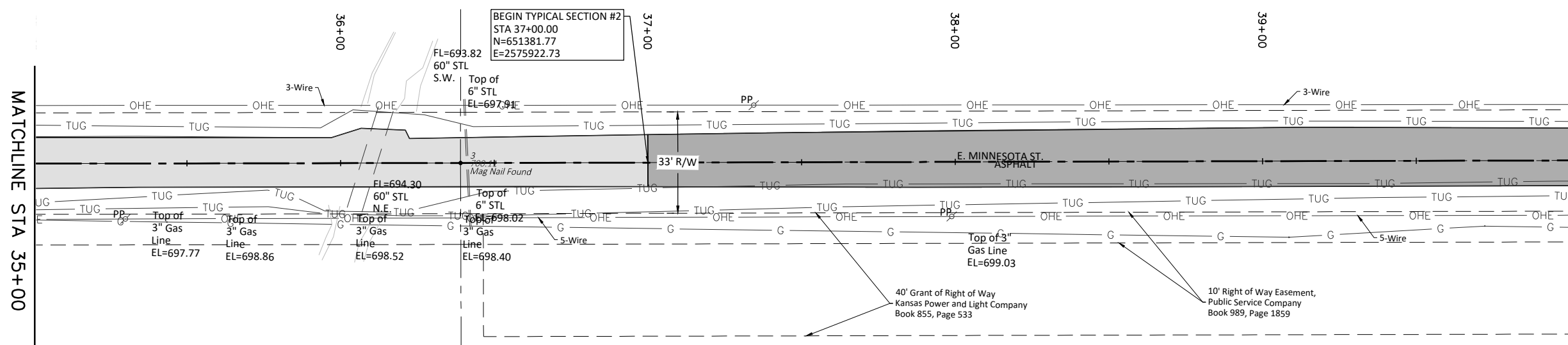
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-  ASPHALT REMOVE & REPLACE (PER TYPICAL NO.3)
-  REMOVE & REPLACE CONCRETE DRIVEWAY
-  ASPHALT DRIVEWAY
-  GRAVEL DRIVEWAY
-  EXISTING R/W



BEGIN TYPICAL SECTION #2
STA 37+00.00
N=651381.77
E=2575922.73

40' Grant of Right of Way
Kansas Power and Light Company
Book 855, Page 533

10' Right of Way Easement,
Public Service Company
Book 989, Page 1859










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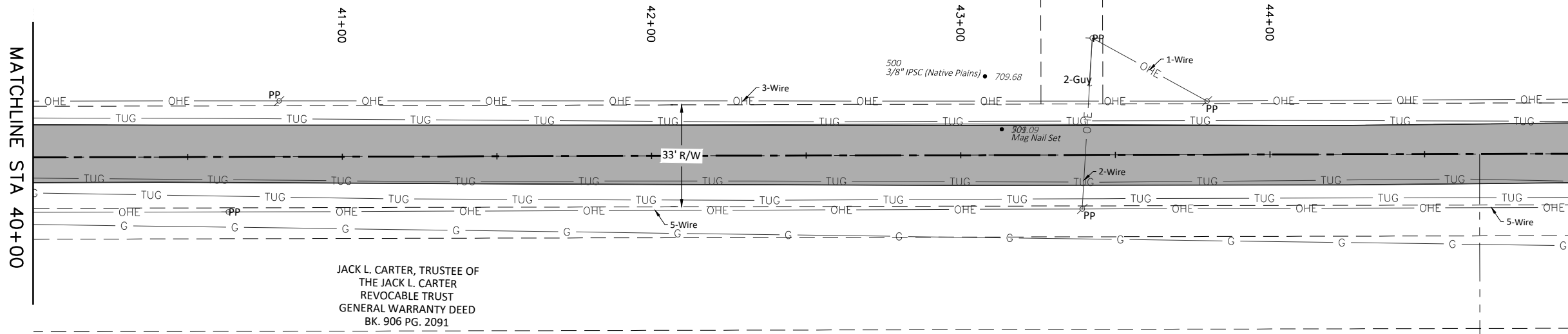
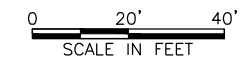
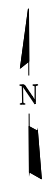
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DRAWN	CPK		PLAN VIEW	
CHECKED			STA. 30+00 TO STA. 40+00	
APPROVED				
SQUAD				
COUNTY	WASHINGTON	STREET	PROJECT NO.	BTO22774 SHEET NO. 8

MATCHLINE STA 40+00

MATCHLINE STA 45+00

LEGEND

-  PAVEMENT GRID (PER TYPICAL NO.1)
-  ASPHALT PROCESS EXISTING AND OVERLAY (PER TYPICAL NO.2)
-  ASPHALT REMOVE & REPLACE (PER TYPICAL NO.3)
-  REMOVE & REPLACE CONCRETE DRIVEWAY
-  ASPHALT DRIVEWAY
-  GRAVEL DRIVEWAY
-  EXISTING R/W










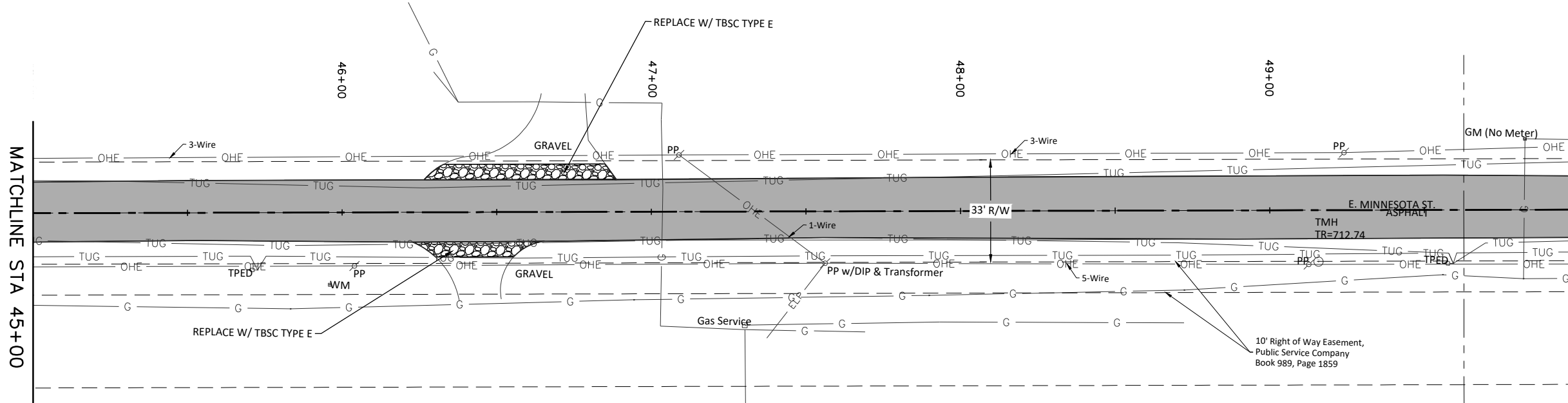
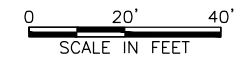
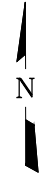
JACK L. CARTER, TRUSTEE OF THE JACK L. CARTER REVOCABLE TRUST GENERAL WARRANTY DEED BK. 906 PG. 2091

MATCHLINE STA 45+00

MATCHLINE STA 50+00
SEE SHEET 10

LEGEND

-  PAVEMENT GRID (PER TYPICAL NO.1)
-  ASPHALT PROCESS EXISTING AND OVERLAY (PER TYPICAL NO.2)
-  ASPHALT REMOVE & REPLACE (PER TYPICAL NO.3)
-  REMOVE & REPLACE CONCRETE DRIVEWAY
-  ASPHALT DRIVEWAY
-  GRAVEL DRIVEWAY
-  EXISTING R/W

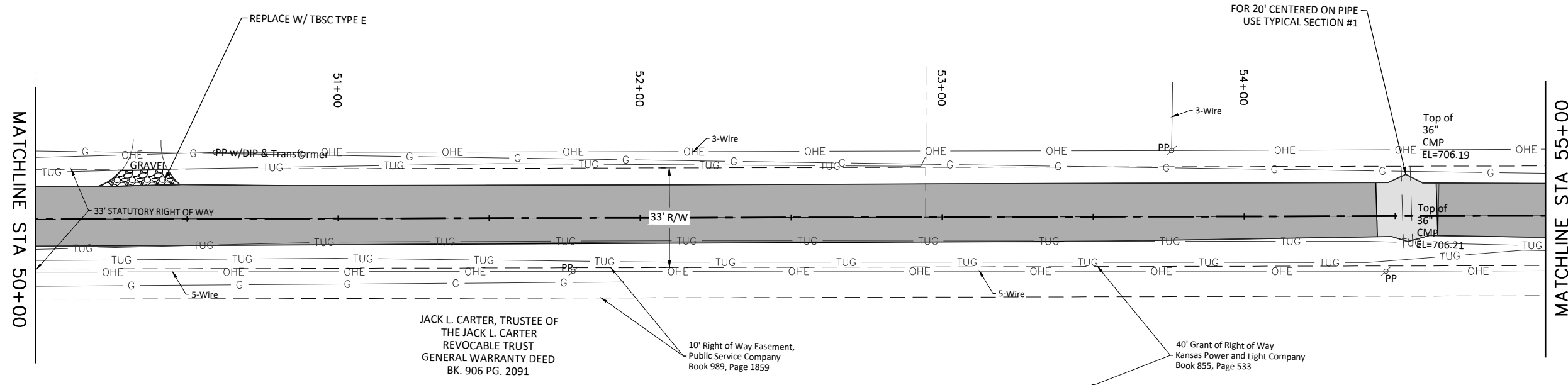


JACK L. CARTER, TRUSTEE OF THE JACK L. CARTER REVOCABLE TRUST GENERAL WARRANTY DEED BK. 906 PG. 2089

E. MINNESOTA ST. ASPHALT
TMH TR=712.74

DESIGN	DRC			CITY OF BARTLESVILLE
DRAWN	CPK			
CHECKED				
APPROVED				
SQUAD				
COUNTY	WASHINGTON	STREET		
PLAN VIEW STA. 40+00 TO STA. 50+00				
PROJECT NO. BT022774 SHEET NO. 9				

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MATCHLINE STA 50+00

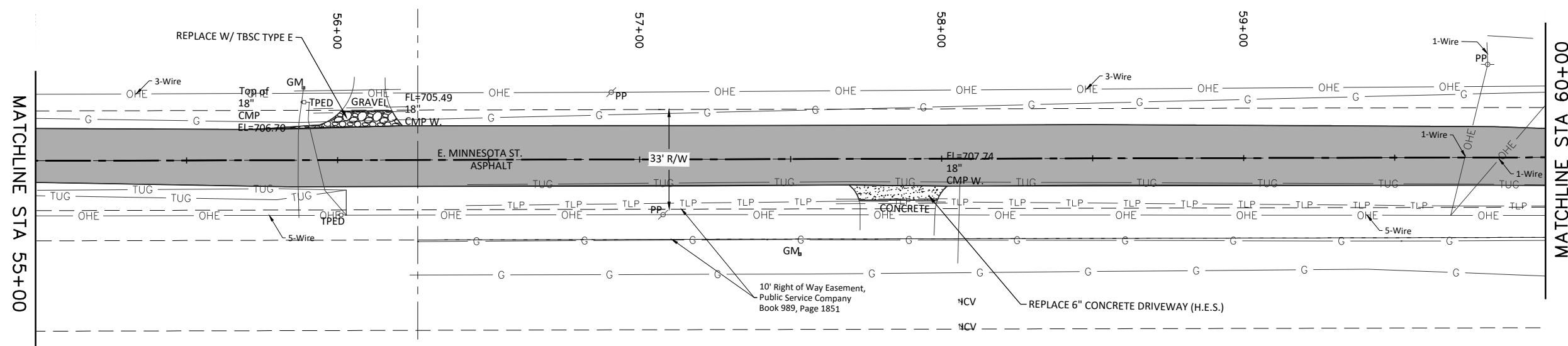
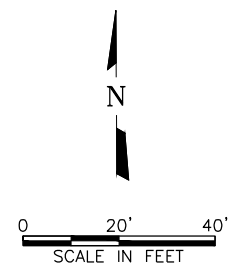
MATCHLINE STA 55+00

JACK L. CARTER, TRUSTEE OF THE JACK L. CARTER REVOCABLE TRUST GENERAL WARRANTY DEED BK. 906 PG. 2091

10' Right of Way Easement, Public Service Company Book 989, Page 1859

40' Grant of Right of Way Kansas Power and Light Company Book 855, Page 533

- LEGEND**
- PAVEMENT GRID (PER TYPICAL NO.1)
 - ASPHALT PROCESS EXISTING AND OVERLAY (PER TYPICAL NO.2)
 - ASPHALT REMOVE & REPLACE (PER TYPICAL NO.3)
 - REMOVE & REPLACE CONCRETE DRIVEWAY
 - ASPHALT DRIVEWAY
 - GRAVEL DRIVEWAY
 - EXISTING R/W



MATCHLINE STA 55+00

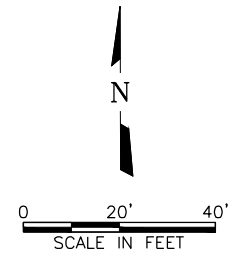
MATCHLINE STA 60+00
SEE SHEET 11

E. MINNESOTA ST. ASPHALT

10' Right of Way Easement, Public Service Company Book 989, Page 1851

REPLACE 6" CONCRETE DRIVEWAY (H.E.S.)

- LEGEND**
- PAVEMENT GRID (PER TYPICAL NO.1)
 - ASPHALT PROCESS EXISTING AND OVERLAY (PER TYPICAL NO.2)
 - ASPHALT REMOVE & REPLACE (PER TYPICAL NO.3)
 - REMOVE & REPLACE CONCRETE DRIVEWAY
 - ASPHALT DRIVEWAY
 - GRAVEL DRIVEWAY
 - EXISTING R/W









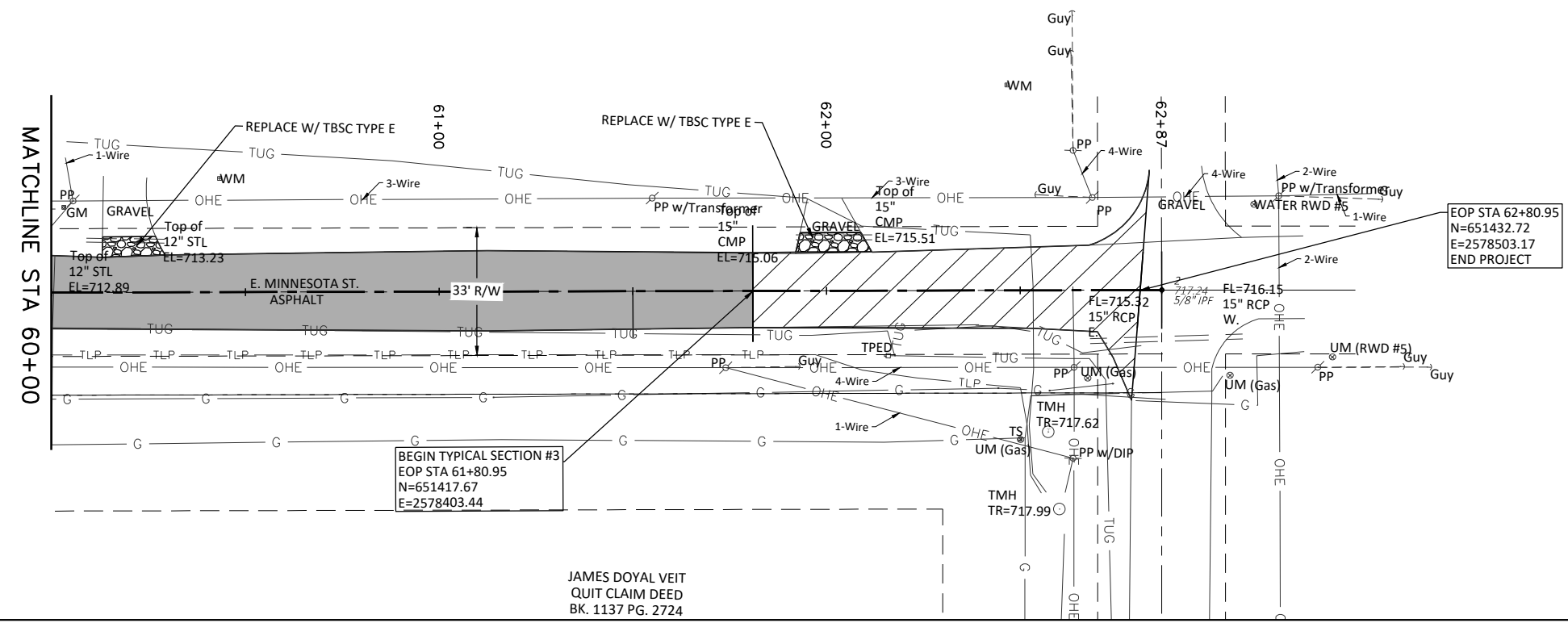
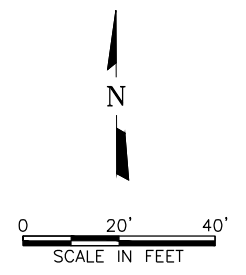
JAMES DOYAL VEIT
QUIT CLAIM DEED
BK. 1137 PG. 2724

DESIGN	DRC		CITY OF BARTLESVILLE	
DRAWN	CPK		PLAN VIEW	
CHECKED			STA. 50+00 STA. 62+86.53	
APPROVED				
SQUAD				
COUNTY	WASHINGTON	STREET	PROJECT NO.	BT022774 SHEET NO. 10

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LEGEND

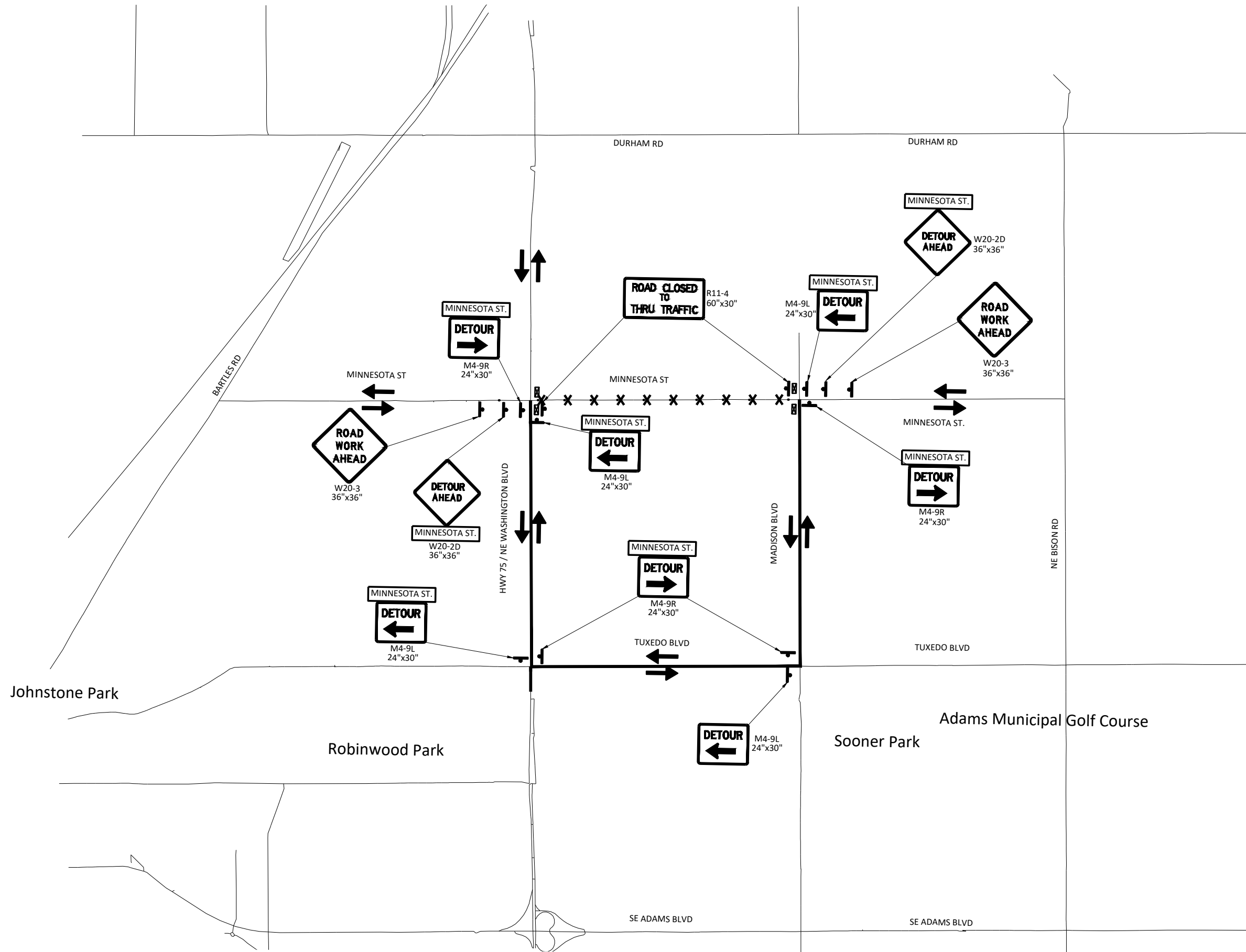
-  PAVEMENT GRID (PER TYPICAL NO.1)
-  ASPHALT PROCESS EXISTING AND OVERLAY (PER TYPICAL NO.2)
-  ASPHALT REMOVE & REPLACE (PER TYPICAL NO.3)
-  REMOVE & REPLACE CONCRETE DRIVEWAY
-  ASPHALT DRIVEWAY
-  GRAVEL DRIVEWAY
- EXISTING R/W



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DESIGN	DRC		CITY OF BARTLESVILLE PLAN VIEW STA. 60+00 TO END
DRAWN	CPK		
CHECKED			
APPROVED			
SQUAD			
COUNTY <u>WASHINGTON</u> STREET _____ PROJECT NO. <u>BT022774</u> SHEET NO. <u>11</u>			

N:\IF\Drawings\8 \$FILE\8\$T022774 DETOUR.dwg



LEGEND

- x x x CONSTRUCTION AREA
- ⊠ TYPE III BARRICADES
- ⊥ CONSTRUCTION SIGN
- ➔ FLOW OF TRAFFIC

Johnstone Park

Robinwood Park

Sooner Park

Adams Municipal Golf Course

DESIGN	DRC	CITY OF BARTLESVILLE	
DRAWN	CPK	DETOUR PLAN	
CHECKED			
APPROVED			
SQUAD			
COUNTY	WASHINGTON	STREET	PROJECT NO. BT022774 SHEET NO. 12

BID REVIEW RECOMMENDATION

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

a. Subject:

Discuss and take action to award Bid No. 2022-2023-015 City Hall HVAC Component Replacement Project. The total budgeted amount for this project is \$414,290.00. (See Section II, C. Budget Amount for additional budget information.)

b. Attachments:

i. None

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

a. Project Description:

This project includes the replacement of the existing boiler and cooling tower at City Hall. The project will also install a required secondary egress from the boiler room. The project includes an Add Alternate for replacing a chiller at the library. While the original project was sent to bid including a pay item to replace the controls for the combined City Hall and library HVAC systems, no bid was returned with this item included and this work would be excluded from the project, should the project be approved by council.

b. Comments and Staff Analysis:

This project was advertised in the local newspaper, Dodge Reports, E-Plan Bidding, Southwest Construction News, and The Book Building & Construction Network. Project Specifications were sent to five (5) contractors and suppliers. Two (2) contractors attended the mandatory Pre-Bid meeting, and one (1) contractor submitted a bid:

i. Shoemaker Mechanical (Tulsa, OK).....	Base Bid \$287,198.00
	Add. Alternate \$117,066.00
	Total Base Bid + Add. Alternate \$404,264.00

The bid was evaluated for addendums, bid bonds, line item prices, and arithmetic. One pay item was intentionally omitted by the contractor and discussed prior to submittal.

Shoemaker Mechanical has been in business in Northeast Oklahoma since 1925.

They have extensive experience performing the work included in this project throughout the region. Shoemaker Mechanical has recently completed projects for Tulsa First Baptist Church, Tulsa County, and Langston University. Shoemaker Mechanical has the experience, qualifications, and bonding capacity needed to complete this project and has demonstrated the necessary technical and project-related expertise to be approved as the contractor for this project.

c. Budget Amount:

Project	Source of Funding / Fund-Dept-Project No	Amount of Funding
City Hall Cooling Tower Replacement	½ Cent Sales Tax	\$126,500.00
	(Less money used to front the Library Roofing Project)	<u>-\$27,860.00</u>
		<u>\$98,640.00</u>
City Hall Boiler Replacement	2022A Issuance of the 2020 G.O. Bond	\$132,000.00
Library Chiller Replacement	2022A Issuance of the 2020 G.O. Bond	\$83,650.00
Library Roof Repair	½ Cent Sales Tax	100,000.00
	(Surplus Funds)	
Total Available Funds		\$414,290.00

In total, \$414,290.00 has been budgeted for this project from the 2020 G.O. Bond Funds and ½ Cent Sales Tax. The low bid amount of \$404,264.00 from Shoemaker Mechanical Inc. is \$10,026.00 under the available budget. Any remaining funds after project is complete, will be used for additional applicable 2020 G.O Bond or ½ Cent Sales Tax identified projects.

III. RECOMMENDED ACTION

Councilor Roane has reviewed this bid with staff and recommends that the City Council award Bid No. 2022-2023-015, including the Add. Alternate, to Shoemaker Mechanical Inc. in the amount of \$404,264.00.

Billie L Roane

Council Member or Staff Member

3/2/2023

Date

RESOLUTION NO. 3665

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.

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

SECTION 1. Indebtedness Authorized. The Bartlesville Education Authority (the "Authority") is hereby authorized to incur an indebtedness by the issuance of its Educational Facilities Lease Revenue Bonds (Bartlesville Public Schools Project) Series 2023, or similarly styled obligations, in the amount of not-to-exceed \$11,000,000.00 (referred to herein as the "Bonds"), according to the terms and conditions of a Bond Indenture, as may be supplemented and amended, all by and between the Authority and BOKF, NA, as Trustee (collectively, the "Bond Indenture"), provided that said Bonds shall never constitute a debt of the City of Bartlesville, Oklahoma (the "City").

SECTION 2. Organizational Document Subject to Note Indenture. The organizational document creating the Authority is hereby made subject to the terms of the Bond Indenture authorizing the issuance and securing the payment of the Note as more fully described in Section 1 hereof.

SECTION 3. Waiving Competitive Bidding; Approval of Sale Proceedings. The waiving of competitive bidding for the sale of the Bonds and the sale of said Bonds by the Authority is hereby approved, all pursuant to 60 O.S. 176(G), to either (a) a financial institution as designated in a Certificate of Determination of the Authority to be executed prior to closing the Bonds, or (b) an underwriting firm (the "Underwriter"), pursuant to a Bond Purchase Agreement by and between the Authority and the Underwriter; provided however, Underwriter's discount shall not exceed 0.75% of the principal amount of the Bonds, plus appropriate expenses. The Mayor or Vice Mayor is authorized to approve any changes or additions to said Bond Purchase Agreement. The purchaser (or Underwriter), principal amount, principal installments, interest rate, and maturity date shall be set forth in a Certificate of Determination to be executed by the Chairman or Vice-Chairman of the Authority prior to closing the Bonds.

SECTION 4. Official Statement and Continuing Disclosure Agreement. The Continuing Disclosure Agreement and Official Statement pertaining to the Bonds, forms of which are incorporated herein by reference, are hereby approved with such additions, omissions and changes as may be approved by the persons executing the same, and the Mayor and City Clerk (or in their absence or incapacity, the Vice Mayor and Deputy Clerk, respectively) are authorized to execute the Continuing Disclosure Agreement and the Mayor, Vice Mayor or City Manager is authorized to sign the Official Statement for and on behalf of the City.

SECTION 5. Authorizing Execution. The Mayor or Vice Mayor and City Clerk or Deputy City Clerk at the closing of the above referenced bond issue is hereby authorized to execute, separately or jointly, and deliver such documents and take such other action as may be necessary or appropriate in order to effectuate the issuance, execution and delivery of the Bonds, including specifically, but not limited to, the Bond forms, tax or tax compliance documents, closing certificates, continuing disclosure or other security or securities-related documents, disbursement orders, or any other letter, representation or certification otherwise necessary and attendant to the issuance and delivery of the Bonds; to approve and make any changes to the documents approved by this Resolution, for and on behalf of the City, the execution and delivery of such documents being conclusive as to the approval of any changes contained therein by the City; and to execute, record and file any and all the necessary financing statements, security instruments, including but not limited to the documents approved hereby, and to consummate the transaction contemplated hereby.

[Remainder of Page Intentionally Left Blank]

PASSED AND APPROVED THIS 6TH DAY OF MARCH, 2023.

CITY OF BARTLESVILLE, OKLAHOMA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

CERTIFICATE
OF
CITY COUNCIL ACTION

I, the undersigned, hereby certify that I am the duly qualified and acting City Clerk of the City of Bartlesville, Oklahoma.

I further certify that the City Council of the City of Bartlesville, Oklahoma, held a Regular Meeting at 5:30 o'clock p.m., on March 6, 2023, after due notice was given in full compliance with the Oklahoma Open Meeting Act.

I further certify that attached hereto is a full and complete copy of a Resolution that was passed and approved by said City Council at said meeting as the same appears in the official records of my office and that said Resolution is currently in effect and has not been repealed or amended as of this date.

I further certify that below is listed those Council members present and absent at said meeting; those making and seconding the motion that said Resolution be passed and approved; and those voting for and against such motion:

PRESENT:

ABSENT:

MOTION MADE BY:

MOTION SECONDED BY:

AYE:

NAY:

WITNESS MY HAND THIS 6TH DAY OF MARCH, 2023.

CITY OF BARTLESVILLE, OKLAHOMA

(SEAL)

City Clerk

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

An ordinance granting a franchise agreement to PSO/AEP and calling for an election.

Attachments:

- Ordinance
- Other supplementary information
 - Resolution calling for election
 - Special Election Proclamation
 - Bartlesville Acceptance of Franchise

II. STAFF COMMENTS AND ANALYSIS

The City of Bartlesville is nearing the end of its previous 25-year non-exclusive Franchise agreement with AEP/PSO. It is time for the City to renew its agreement for the next 25 years. The content of this agreement remains very similar to our past agreements and maintains the 2% franchise fee. This Fee Generates roughly between \$650,000 and \$750,000 annually. There is some volatility in the amounts received, however dependent on extreme heat and extreme cold. Where this agreement differs from years past will be 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. If enacted this fee would generate roughly \$325,000-\$375,000. At this time, there are no plans to ask for a vote on this additional fee.

The enactment of this franchise agreement has a specific process and will require a vote of the Citizens of the City of Bartlesville on MY 9TH, 2023. As such, there will also be a resolution calling for the election and other supplementary documents which are attached.

BUDGET IMPACT

Budgetary impact will either be no impact, if the new agreement is enacted, or the loss of \$650,000-\$750,000 if not enacted.

IV. RECOMMENDED ACTION

Staff Recommends approval of the Ordinance and all associated steps to enact and bring this vote before the people.

ORDINANCE NO. _____

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.

BE IT ORDAINED BY THE CITY OF BARTLESVILLE, OKLAHOMA:

SECTION 1. That the City of Bartlesville (“City”), located in Washington County ("Grantor"), grants to Public Service Company of Oklahoma, an Oklahoma corporation, its successors and assigns ("Grantee"), the right, power, and authority to use the streets, alleys, avenues, ways, and other public places and grounds of Grantor (“Public Rights of Way”) as now constituted and as it may be extended or created in the future for the purpose of building, equipping, maintaining, extending, owning, and operating any plants, systems and appurtenant facilities for the manufacture, transmission, distribution, sale, and control of electricity for lighting, heating, and power purposes as well as for any other purposes as electric energy may be used, in and to Grantor and to the public generally and to transmit electric energy and communicate and distribute information (audio, video and data) for itself or others over distribution and transmission lines throughout the City to the ultimate customer and to connections and systems in other localities with poles, wires, conduits, substations,

meters, appliances, and apparatus necessary and convenient for the plant and system upon, across, over and under the Public Rights of Way of the City.

SECTION 2. All rights and privileges granted by this Ordinance will extend and be in force between Grantor and Grantee for a term of twenty-five years from and after acceptance of this Ordinance.

SECTION 3. All provisions of this Ordinance that obligate or benefit Grantee will also obligate or benefit its successors and assigns, and the word "Grantee," as used in this Ordinance, will include and mean not only Public Service Company of Oklahoma, but also its successors and assigns for which assignment consent is given whether the assignment is for the whole or only a partial assignment. Subject to the provisions of this subsection, Grantee may assign all or a portion of its rights and obligations under the provisions of this Ordinance and franchise.

SECTION 4. Grantee shall have the right to make and enforce reasonable rules and regulations for the sale, delivery, control and metering of its electric energy and the conduct of its business and may reserve in these rules and regulations the right to disconnect service to customers where Grantee's meters, wires, switches, appliances, or apparatus are found to have been tampered with, or when customers have failed to pay for electricity or services. Grantee shall have the right to enter upon customers' premises at all reasonable times or at any hour if for the sole purpose of restoring service, for the purpose of inspecting, repairing, or reading meters or for removing wires, meters, switches and appliances, and to perform other activities necessary to provide and maintain electric service so long as these rules and regulations are not in conflict with law or the rules and regulations from time to time made by the Oklahoma Corporation Commission or by other regularly constituted regulatory authority having jurisdiction over Grantee.

Grantor gives Grantee permission to cut down, trim, remove, and otherwise control using herbicides or tree growth regulators any trees, branches, vegetation or brush upon and overhanging the Public Rights of Way of the City in the vicinity of Grantee's electric facilities where trees and other vegetation, in Grantee's reasonable opinion, may endanger the safety of Grantee's personnel or interfere with the construction, operation, or maintenance of Grantee's facilities or ingress or egress to, from or along the Public Rights of Way.

SECTION 5. Grantee covenants and agrees that in consideration of this franchise and contract, it will maintain electric distribution service in and to Grantor, unless excused by statute, under the rules and orders imposed upon it by the Corporation Commission of the State of Oklahoma, or by other regularly constituted regulatory authority having jurisdiction over Grantee. By accepting this franchise and contract, however, Grantee does not guarantee continuous service at all times and will be relieved temporarily from its obligation to furnish services continuously in case of any disability caused by act of God or by the elements, or terrorism, strikes or lock-outs, or by any temporary breakdown or failure of machinery, transmission or distribution lines, appliances or apparatus or by other causes beyond Grantee's reasonable control so long as Grantee exercises due diligence in the repair of its machinery, transmission or distribution lines, appliances and apparatus, and makes best efforts to resume operation without unnecessary delay.

Grantee covenants and agrees to hold Grantor free and clear of any claims for damages or otherwise to the extent caused by Grantee's negligence in the construction or operation carried on under this contract and franchise. Regardless, it is understood and agreed that in the event of claims that are presented or prosecuted against the City, Grantee will have the right to defend against and to settle and discharge all claims in any manner as Grantee may see fit. To this end, Grantor agrees to notify Grantee of any claims and to furnish to Grantee all related information and assistance as may be necessary in the defense of the claims.

SECTION 6. In performing the terms and provisions of this Ordinance, franchise and contract, Grantor gives Grantee the continuing right, privilege, and option to manufacture electric energy within Grantor's corporate limits and to transmit electric energy over transmission lines from other plants and to distribute electric energy from some central location at proper voltage; together with the right to transmit electric energy from and through the City to other localities for itself or others. Grantee is authorized to allow others who have a permitted right given by Grantor, or as may otherwise be authorized or required by applicable law, to attach telecommunications and cable facilities to its poles and structures on such conditions as it considers just and reasonable and in compliance with applicable law.

SECTION 7. During the life of this franchise and for and in consideration of acceptance of the franchise by Grantee, Grantor agrees that Grantee may charge and collect from Grantor and its inhabitants a rate or rates for its service or the service of others that must

be compensatory and reasonable at all times, and if regulated, subject to the rules and orders as are in effect or that hereafter may be lawfully made by the Oklahoma Corporation Commission, or by other regularly constituted regulatory authority having jurisdiction over Grantee.

SECTION 8. During the life of this franchise, Grantee will, if possible and permitted under applicable law, sell to Grantor all electric energy requested by Grantor for municipal purposes including, but not limited to, water and wastewater treatment, water and storm water pumping, and the lighting of City streets.

SECTION 9. From and after the approval and acceptance of this Ordinance, and in consideration of the granting of this franchise, Grantee will pay to Grantor as a franchise fee and as compensation for the rights and privileges enjoyed under the franchise, a sum equal to two percent of its gross receipts from the delivery and, if applicable, the sale of electrical energy within the City, payable monthly with each payment to be made not later than the first business day of the second month following the month in which the receipts were received for the billing cycle for that month. For example, payment for April receipts, for a subject year covering a billing cycle from March 29th through April 27th would be paid not later than June 1st. The fee will be in lieu of all concessions, excise, franchise, licenses, occupation, privilege, and permit fees, or taxes, except assessments for special improvements, 4wzw and ad valorem taxes.

Grantor must notify Grantee in writing of newly annexed and de-annexed areas. The notice must include the ordinance number authorizing the action, an appropriate map identifying the areas and documentation of the notice to the state of Oklahoma regarding the annexation or de-annexation. Grantee will have no responsibility for commencing franchise payments under the franchise to Grantor in newly annexed areas until Grantee has received Grantor's notification. Upon Grantor's notification and beginning the 91st day after receipt of the notice, Grantee will begin payments to Grantor for the gross receipts from delivery and, if applicable, the sale of electrical energy in each newly annexed area and will make any appropriate adjustments in payments reflecting overpayments made in any prior month resulting from the inclusion of gross receipts from delivery and, if applicable, the sale of electrical energy in de-annexed areas. Payments for receipts in newly annexed areas

and adjustments for overpayments in de-annexed areas will be made back to the effective date of the ordinance authorizing the action.

Grantor agrees that the percentage paid to Grantor by Grantee, including any necessary revision, will in no event exceed the percentage rate used to calculate any fee or tax paid to Grantor by any other person or entity if the fee or tax is based in any way on the amount of revenues from delivery or sales of electrical energy or both by such other person or entity to ultimate customers within the City.

SECTION 10. Grantor shall have the option at any time during the term of this franchise to present to the voters of the City of Bartlesville the issue whether in addition to the franchise fee provided for in Section 9, Grantee should also pay to Grantor a facilities fee equal to one percent of Grantee's gross receipts from the retail sale of electric energy within the City of Bartlesville including any revenues, fees, or payments received by Grantee for the lease or use of its plants and systems for the distribution and transmission of electric energy that is sold to an ultimate customer by any other person or entity within the City of Bartlesville. The facilities fee provided for in this section, if approved by the voters, will be for the purpose of providing Grantor a source of revenue to be used by Grantor to pay such costs as may be designated by Grantor's governing body and submitted to the voters at the election where the issue whether such facilities fee should be adopted is presented for approval. To exercise such option, Grantor must provide Grantee written notification of Grantor's intent to submit this issue for election by the qualified voters of the City of Bartlesville to be held not less than two months nor more than six months from the date of such written notification. Grantee shall be responsible for all costs of the election in which this issue may first be presented to the voters for decision. Subsequent elections on the same issue, if any, shall be at Grantor's expense. If the issue whether a facilities fee of the type described in this section is submitted for election in accordance with these provisions and a majority of the qualified electors of the City of Bartlesville voting thereon vote in favor of such facilities fee being paid by Grantee to Grantor, such facilities fee shall go into effect at the end of the calendar year in which such election is held, to be thereafter paid by Grantee in accordance with the provisions of Section 9. If a majority of the qualified electors of the City of Bartlesville voting thereon vote against the facilities fee, the franchise fee will continue in full force and effect until the end of the term provided for in Section 2.

SECTION 11. This Ordinance will be in full force and effect from and after its acceptance upon its passage and approval by a vote of the qualified electors residing within the City who will vote on the acceptance at a special election called under or pursuant to the provisions of this Ordinance. If, however, this Ordinance fails to be so approved at the special election, it will be deemed wholly void and of no effect.

The Mayor of the City is authorized and instructed to call for an election by resolution in the manner and form provided by the laws of the state of Oklahoma for the calling of special elections, giving the resolution, notice and ballot title accordingly as provided by law for the purpose of submission to the qualified electors residing within the City. The qualified electors will vote on the proposition by either approval or refusal of this Ordinance and the non-exclusive franchise contract granted herein; and the proper officers of the City are directed to do all things necessary for the holding of the election and for the submission of the question and must in all things comply with the election laws of the state of Oklahoma.

If the franchise is approved at the election, Grantee will have thirty days after the election result is declared to file an acceptance of the Ordinance and franchise with the City Clerk, in writing and executed according to law.

SECTION 12. After Grantee has filed the acceptance of this Ordinance as provided in Section 10, all rights, privileges and obligations of any other ordinances and franchises or portions thereof, under which Grantee may now be exercising its privileges to use the streets, alleys, avenues, ways and other public places and grounds within the City's incorporated limits, and all other ordinances and parts of ordinances in conflict with this Ordinance will be and thereafter remain cancelled, annulled and repealed.

SECTION 13. The provisions of this Ordinance are severable, and if any court of competent jurisdiction judges any part or provision invalid, such adjudication will not affect or impair any of the remaining parts or provisions of this Ordinance.

SECTION 14. Whereas an immediate necessity exists so that the City's residents may be provided an adequate supply of electricity for heating, lighting and power purposes and for the purpose of providing light, heat and power for its streets, alleys, public grounds, parks and other public places and institutions and for the preservation of public health, peace and safety, an emergency is declared to exist by reason of which this Ordinance will be in full force and

effect from and after its passage and approval at the special election, its publication and PSO's filing of its acceptance.

Approved, this _____ day of _____, 2023.

Dale Copeland, Mayor

(SEAL)

ATTEST:

Jason Muninger
City Clerk

RESOLUTION NO. _____

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.

RECITALS

Article 18, §5(a) of the Oklahoma Constitution provides that no grant of a franchise by a municipal corporation will be valid unless approved by a majority vote of the qualified electors of a city.

By a vote on March 6th, 2023, the City Council approved an Ordinance calling for a special election to be set to approve or disapprove the franchise granted in the Ordinance.

If approved, the Ordinance will grant to 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 and information distribution in and to the City and the public generally.

Upon the adoption of this Resolution, the Mayor of the City shall proclaim a special election to submit the Ordinance for approval or disapproval by the qualified electors of the City.

Oklahoma statutes 11 O.S. §16-101 and §16-304 require that notice of a special election must be given by publishing the Resolution, Ordinance, and Special Election Proclamation and Notice of the municipal governing body calling for the special election in a legal newspaper of the county at least ten days before the date of the special election, or if there is no legal newspaper of the county in general circulation in the municipality, the notice must be given by posting a copy of the Resolution in at least five public places in the municipality.

RESOLUTIONS

BE IT RESOLVED THAT the City of Bartlesville, Oklahoma, as required by the Constitution and Oklahoma statutes shall call a special election for the purpose of submitting an Ordinance to the registered voters of the City for their approval or disapproval, the Ordinance granting to Public Service Company of Oklahoma, an Oklahoma Corporation, 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 and information distribution in and to the City and the public generally.

AND BE IT FURTHER RESOLVED that the Mayor of the City shall call a special election on the 9th day of May, 2023, to be administered by the Washington County Election Board.

AND BE IT FURTHER RESOLVED by the County Election Board that the question to be voted upon at a special election will be as follows:

PROPOSITION

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.

Shall the proposed ordinance be approved?

FOR THE PROPOSITION - YES

AGAINST THE PROPOSITION - NO

AND, BE IT FURTHER RESOLVED that the Mayor does direct the City Clerk of Bartlesville, Oklahoma to cause the Resolution, Ordinance, and Special Election Proclamation to be published in a legally qualified newspaper of the county one time within fifteen days after adoption of this Resolution, or post a copy of this Resolution in at least five public places in the municipality if the Resolution cannot be published in accordance with law, the publication or posting being for the purpose of giving notice of the special election to be held on the 9th day of May, 2023.

SIGNED by the Mayor of the City of Bartlesville, Washington County, Oklahoma, this _____ day of _____, 2023.

Dale Copeland
Mayor of the City of Bartlesville, Oklahoma

(SEAL)

ATTEST:

Jason Muninger, City Clerk

SPECIAL ELECTION PROCLAMATION AND NOTICE

Under and by virtue of Section 5(a), Article XVIII, of the Oklahoma Constitution, Title 11 Oklahoma Statutes, Section 16-101, and City of Bartlesville Resolution _____ dated this _____ day of _____, 2023, authorizes the calling of an election on the proposition stated in this notice. I, the undersigned Mayor of the City of Bartlesville, Oklahoma (“City”), call and give notice of an election to be held in the City on the _____ day of _____, 2023, to submit the following proposition to the registered, qualified voters in the City.

PROPOSITION

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 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.

Shall the proposed ordinance be approved?

FOR THE PROPOSITION - YES

AGAINST THE PROPOSITION - NO

Only registered, qualified voters of the City may vote upon the above proposition.

The polls will open at 7:00 A.M. and remain open continuously until 7:00 P.M.

The precinct officers designated by the Washington County Election Board will conduct the election, act as counters, and certify the results as required by law.

The number and location of the polling places for the election will be the same as prescribed by the County Election Board for state and county elections and will include all precincts totally or partially contained within the City limits.

Dated this _____ day of _____, 2023.

Dale Copeland, Mayor, City of Bartlesville, Oklahoma

(SEAL)

ATTEST:

Jason Muninger, Clerk

ACCEPTANCE OF FRANCHISE

On _____, 2023, the City Council of the City of Bartlesville, Washington County, Oklahoma (“City”), enacted and passed Ordinance No. _____, approved by the Mayor of the City on that day:

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 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.

If approved by the electors of the City, the Ordinance provides that all of its terms, provisions, rights, and obligations and all franchises and contracts contained therein will become effective so long as within thirty days following declaration of the special election result, PSO files its acceptance in writing with the City Clerk, duly executed according to law and accepting all of the terms, provisions, conditions and obligations pursuant to the Ordinance.

There having been a special election held on _____, 2023, for the consideration of the Ordinance, franchise, and contracts, the Washington County Election Board did declare on _____, 2023, that the Ordinance was approved, passed and carried at that special election by a vote of _____ cast in favor of the Ordinance, there having been _____ votes cast against the Ordinance.

Public Service Company of Oklahoma, an Oklahoma corporation, being the grantee mentioned in Ordinance No. _____, does expressly accept all terms and conditions of the Ordinance, franchise and contracts.

Witnessed, signed, and sealed on behalf of Public Service Company of Oklahoma by its President on this _____ day of _____, 2023.

PUBLIC SERVICE COMPANY OF OKLAHOMA

By: _____
Name: Leigh Anne Strahler
Title: President and COO

Filed in the office of the Clerk of the City of Bartlesville, Oklahoma, on this _____ day of _____, 2023.

Jason Muninger, City Clerk

STATE OF OKLAHOMA §

COUNTY OF WASHINGTON §

CITY OF BARTLESVILLE §

The undersigned, City Clerk of Bartlesville, Washington County, Oklahoma, certifies that the foregoing constitutes and is a full, true, correct, and complete copy of the Acceptance of Franchise filed with the undersigned, as City Clerk, by Public Service Company of Oklahoma, on _____, 2023.

Witnessed, signed, and sealed by the City Clerk, accepted, and attached on _____, 2023.

(SEAL)

Jason Muninger, City Clerk

RESOLUTION NO. _____

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.

RECITALS

Article 18, §5(a) of the Oklahoma Constitution provides that no grant of a franchise by a municipal corporation will be valid unless approved by a majority vote of the qualified electors of a city.

By a vote on March 6th, 2023, the City Council approved an Ordinance calling for a special election to be set to approve or disapprove the franchise granted in the Ordinance.

If approved, the Ordinance will grant to 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 and information distribution in and to the City and the public generally.

Upon the adoption of this Resolution, the Mayor of the City shall proclaim a special election to submit the Ordinance for approval or disapproval by the qualified electors of the City.

Oklahoma statutes 11 O.S. §16-101 and §16-304 require that notice of a special election must be given by publishing the Resolution, Ordinance, and Special Election Proclamation and Notice of the municipal governing body calling for the special election in a legal newspaper of the county at least ten days before the date of the special election, or if there is no legal newspaper of the county in general circulation in the municipality, the notice must be given by posting a copy of the Resolution in at least five public places in the municipality.

RESOLUTIONS

BE IT RESOLVED THAT the City of Bartlesville, Oklahoma, as required by the Constitution and Oklahoma statutes shall call a special election for the purpose of submitting an Ordinance to the registered voters of the City for their approval or disapproval, the Ordinance granting to Public Service Company of Oklahoma, an Oklahoma Corporation, 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 and information distribution in and to the City and the public generally.

AND BE IT FURTHER RESOLVED that the Mayor of the City shall call a special election on the 9th day of May, 2023, to be administered by the Washington County Election Board.

AND BE IT FURTHER RESOLVED by the County Election Board that the question to be voted upon at a special election will be as follows:

PROPOSITION

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.

Shall the proposed ordinance be approved?

FOR THE PROPOSITION - YES

AGAINST THE PROPOSITION - NO

AND, BE IT FURTHER RESOLVED that the Mayor does direct the City Clerk of Bartlesville, Oklahoma to cause the Resolution, Ordinance, and Special Election Proclamation to be published in a legally qualified newspaper of the county one time within fifteen days after adoption of this Resolution, or post a copy of this Resolution in at least five public places in the municipality if the Resolution cannot be published in accordance with law, the publication or posting being for the purpose of giving notice of the special election to be held on the 9th day of May, 2023.

SIGNED by the Mayor of the City of Bartlesville, Washington County, Oklahoma, this _____ day of _____, 2023.

Dale Copeland
Mayor of the City of Bartlesville, Oklahoma

(SEAL)

ATTEST:

Jason Muninger, City Clerk

SPECIAL ELECTION PROCLAMATION AND NOTICE

Under and by virtue of Section 5(a), Article XVIII, of the Oklahoma Constitution, Title 11 Oklahoma Statutes, Section 16-101, and City of Bartlesville Resolution _____ dated this _____ day of _____, 2023, authorizes the calling of an election on the proposition stated in this notice. I, the undersigned Mayor of the City of Bartlesville, Oklahoma (“City”), call and give notice of an election to be held in the City on the _____ day of _____, 2023, to submit the following proposition to the registered, qualified voters in the City.

PROPOSITION

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 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.

Shall the proposed ordinance be approved?

FOR THE PROPOSITION - YES

AGAINST THE PROPOSITION - NO

Only registered, qualified voters of the City may vote upon the above proposition.

The polls will open at 7:00 A.M. and remain open continuously until 7:00 P.M.

The precinct officers designated by the Washington County Election Board will conduct the election, act as counters, and certify the results as required by law.

The number and location of the polling places for the election will be the same as prescribed by the County Election Board for state and county elections and will include all precincts totally or partially contained within the City limits.

Dated this _____ day of _____, 2023.

Dale Copeland, Mayor, City of Bartlesville, Oklahoma

(SEAL)

ATTEST:

Jason Muninger, Clerk

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action on a lease agreement with Friends of Kidde Park.

Attachments:

Proposed agreement

II. STAFF COMMENTS AND ANALYSIS

According to the Friend of Kidde Park, in 1947, the City of Bartlesville had a spot of land located at the corner West Frank Phillips Boulevard and Santa Fe Street that they were willing to lease. The park was called the "Play Pen". Not long after the land was acquired, Mr. and Mrs. Beasley and their church families began to purchase rides for the park. During this period, the park had five rides and ride tickets were only 5 cents. In 1953, the City notified the park that an area businessman had approached the City with a request to purchase the property to expand his company's business site. The City advised the park that it had to move, so the City offered to lease a portion of the land in Johnstone Park.

This Lease 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 this lease.

III. RECOMMENDED ACTION

Approval of Kiddie Park Lease Agreement on March 6th 2023.

KIDDIE PARK
Lease Agreement

THIS AGREEMENT is made this 21 day of FEB, 2023
between City of Bartlesville, a Municipal Corporation, as "Lessor" and
FRIENDS OF KIDDIE PARK, an Oklahoma Organization as "Lessee".

WITNESSETH: For and in consideration of the mutual covenants herein contained, Lessee and Lessor agree as follows:

1. **LOCATION.** Lessor leases to Lessee and Lessee leases from Lessor a portion of Johnstone Park located on the northwest corner of NE 1st Drive and N Cherokee Avenue, City of Bartlesville, Washington County, Oklahoma. Such portion being hereafter referred to as the "Premises" and being more particularly described as 205 S. Cherokee Avenue, Bartlesville, Oklahoma, as shown on the marked Exhibit "A" attached hereto and made a part hereof.

2. **RENT.** Lessee agrees to pay a minimum fixed rent of:

Year 1-Year 20: \$1.00 each year.

payable in advance in yearly installments on the first day of each and every calendar year during the entire term of this Lease. Said payments shall be made without any counter-claims, set-off or deduction whatsoever to Lessor and mailed to Lessor at 401 S, Johnstone Avenue, Bartlesville OK 74003, unless the Lessor designates in writing a different mailing address.

3. **SECURITY DEPOSIT.** Lessee has deposited with Lessor the sum of Zero and No/100 dollars (\$0.00) as security for the faithful performance and observance by Lessee of the terms, provisions, covenants, and conditions of this Lease. Lessor may use, apply, or retain the whole or any part of the security so deposited to the extent required for the payment of any rent or any other sum whatsoever which Lessor may expend by reason of Lessee's default of this Lease or by reason of, in Lessor's sole judgment, any repairs necessary to put the Premises in the condition in which it is to be surrendered by Lessee to Lessor as set forth in Section 22, SURRENDER OF PREMISES, of this Lease. In the event that Lessee shall fully and faithfully comply with all of the terms, provisions, covenants, and conditions of this Lease, and subject to the conditions as herein provided, the security deposit shall be returned to Lessee within sixty (60) days after the expiration of this Lease or any extensions or renewals thereof and after delivery of entire possession of the Premises. The security deposit shall not be used by Lessee to replace the last month's rent.

4. **TERM.** The term of this Lease shall be for a period of fifty (50) years, beginning on the 30th day of March, 2023. The Lease shall terminate on March 30th of 2073

5. **TENANT'S INSTALLATION.** Except as provided for initially by Lessor, Lessee at its own expense shall provide, install, and maintain all necessary fixtures, light fixtures, floor coverings, interior painting and decorating, and other equipment required by Lessee. Lessee agrees to maintain, repair and replace, if necessary, all heating, ventilating and air conditioning equipment, including all duct work, located in the Premises at its own expense in accordance with generally accepted industry standards which shall include at least two (2) inspections by a licensed HVAC contractor, approved in writing by Lessor, per lease year and at all times comply with all local and federal codes pertaining to such equipment. Lessee shall provide Lessor with written evidence of such HVAC inspections. It is understood that all heating,

ventilating and air conditioning equipment, including all duct work and thermostats, now located or hereafter installed in the demised premises is the property of Lessor, and at the expiration of this Lease the Lessee shall not have the right to remove same.

6. **SIGNS.** Lessee shall maintain a sign on the property subject to the prior written approval of Lessor.
7. **USE.** Lessee agrees to continuously operate in the Premises during ordinary and regular business hours a business commonly known as Bartlesville Kiddie Park facility and the City of Bartlesville for the purposes of providing an amusement park. Lessee shall, at Lessee's sole cost and expense, promptly comply with all statutes, ordinances, rules, orders, regulations and/or requirements of all county, municipal, state, federal, and other applicable governmental authorities now in force, or which may hereinafter be in force, pertaining to the Premises and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereinafter be in force including all rules and regulations made by Lessor in connection with the general operation and development of the center.
8. **REPAIRS.** Lessee is to keep in good repair all parts of the property, including roof, gutters, walls, buildings, and exterior doors. Repair and replacement of glass shall be the responsibility of the Lessee as well as the repair of all damage to the premises (exterior or interior) caused by improper maintenance or replacement of equipment required to be maintained or replaced by Lessee as herein provided. Lessee shall keep all electric signs, and lighting from dusk until dawn every day, including Sundays and holidays. Lessee shall be held fully responsible for any and all damages, losses, and expense in any manner incurred by Lessor for any damage caused to the facility by the acts or omissions of Lessee or its agents, representatives, contractors, and employees. All pest control, including termite control and protection, shall be the responsibility of Lessee. Lessee is to keep in good repair all of the interior portions of its Premises including all plumbing lines and fixtures, floor coverings, ceilings, hot water heaters, electrical fixtures, electrical wiring, and upon termination hereof agrees to deliver to Lessor the Premises in as good a condition as accepted hereunder with the exception of usual wear and tear. Lessee has inspected the Premises and accepts the Premises in its "as is" condition on the date hereof unless by separate written agreement or by further provision herein alterations to be made by Lessor are specifically set forth and agreed to by both parties. In the case of utilities, Lessee's responsibility for repair shall include all meters servicing the Premises and all service lines, plumbing lines, and wiring from said meters to the Premises. If Lessee fails to promptly perform any maintenance or repair required to be performed by it under this Section and Section 5, TENANT'S INSTALLATION, Lessor may do so upon reasonable notice to Lessee, in which event Lessee shall reimburse Lessor for its cost incurred.
9. **ALTERATIONS.** Lessee, at its sole cost and expense, may alter or remodel the Premises in connection with the operation of its business, provided the structural strength of exterior appearance of the facility is not impaired and subject to Lessor's written approval. Lessee may place in the Premises such fixtures and equipment as it shall deem desirable and may remove from the premises at any time any or all equipment, fixtures, or property; provided, however, that any permanent improvements, including wall to wall carpeting, placed therein by Lessee shall become the property of the Lessor and provided that any damage caused to the Premises by the removal of any property shall be repaired by the Lessee at its sole expense. See Section 22, SURRENDER OF PREMISES.
11. **LIABILITY.** Lessor shall not be liable for any damages to the Premises of whatsoever nature unless the same results directly from Lessor's negligence. All personal property of any kind or description whatsoever in the Premises shall be at the Lessee's sole risk, and the Lessor shall

not, under any condition, be liable for any damage done to, or loss of, such personal property. Lessee shall take good care of the Premises but shall not be liable for any general damage to the premises which may be caused by or arise out of ordinary usage, deterioration or casualty excepting only that damage which is directly caused by Lessee's negligence or Lessee's invitees.

12. DEFAULT. The following shall be defaults under this Lease:

- a. Failure by Lessee to pay any rent or other amount when due hereunder within ten (10) days after Lessee's receipt of written notice of non-payment, provided however, Lessor shall not be required to give notice of non-payment on more than two occasions during any calendar year. For each written notice of default that Lessor sends to Lessee in connection with Lessee's breach of any obligation or condition of this Lease, Lessee shall pay to Lessor, as additional rent, the sum of \$50.00 (subject to increase over the term), due and payable by Lessee together with the next due installment of base rent;
- b. Failure by Lessee to perform or observe any other provision of this Lease for more than 20 days after written notice of such failure, except that Lessee shall not be in default if Lessee commences corrective action within said 20 day period and thereafter continues the same with due diligence to completion;
- c. The bankruptcy or insolvency of Lessee, or the filing by or against Lessee of a petition in bankruptcy or for reorganization or arrangement, or the appointment of a receiver or trustee of all or a portion of Lessee's property, or Lessee's assignment for the benefit of creditors; or
- d. Lessee shall abandon Premises, or if this Lease is taken under any writ of execution.

In such event, Lessor, in addition to all other rights or remedies it may have, shall have the right to immediately terminate this Lease and re-enter and take possession of the Premises, remove all persons and property from the Premises and store such property at Lessee's expense, all without notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby. If Lessor so elects, it may sell such property at public auction or private sale and apply the net proceeds to the payment of all sums due to Lessor, if any, and pay the balance, if any, over to Lessee.

In the event this Lease shall terminate pursuant to the provisions herein Lessor, may, at its option, declare the entire amount remaining unpaid plus any and all cost incurred by Lessor for tenant improvements and/or any free rent concessions given by Lessor under this Lease Agreement immediately due and payable without notice to the Lessee. Lessee agrees to pay said amount in full plus any damages suffered by Lessor as a result of any breach of default of said Lease Agreement.

13. CASUALTY. It is agreed that in the event of fire or other destruction of the property whereby occupancy of the Premises by Lessee is not reasonably possible, Lessee shall be relieved of paying any payments due hereunder during the term necessary for the repair or rebuilding of the structures provided, however, in no event shall such term be more than six (6) months. In the event of an occurrence as herein stated, Lessor may at its option cancel this Lease and the same shall be null and void thereafter, or Lessor may notify Lessee within thirty (30) days from the occurrence of such event of its intent to repair or rebuild the structure. It is understood that the Premises as rebuilt will be substantially the same as at the beginning of the term hereof, and Lessee shall be responsible for all fixtures, equipment, and other items necessary for the maintenance of its business not incorporated as a part of the Premises pursuant to the terms hereof.

14. PROPERTY LOSS AND LIEN CLAIMS. All property kept, stored, or maintained in the Premises shall be so kept, stored, or maintained at the sole risk of Lessee. Lessee agrees to pay and discharge any mechanic's or material man's lien or other lien against the Premises or Landlord's interest therein claimed in respect of any labor, services, materials, supplies, or equipment furnished or alleged to have been furnished to or upon the request of Lessee, provided that Lessee may contest such lien claim and provided the Lessee shall first discharge the property from such lien by furnishing and filing at its own expense, in the name of the Lessee or in the name of the Lessor as may be required, a surety bond for that purpose as authorized by Title 42 Oklahoma Statutes Annotated, § 147.
15. SUBORDINATION. Lessee agrees that this Lease is and shall be subordinate to any bona fide mortgage which has been or which hereafter be placed upon the Premises, provided that any such mortgage shall give Lessee the right to remain in the premises under the terms of this Lease so long as Lessee is current in the performance of all of Lessee's obligations notwithstanding any default on the mortgage by Lessor. Lessee agrees to execute any documents in addition to this Lease which may be required to effectuate such subordination, and failing to do so within ten (10) days after written demand, does hereby make, constitute, and irrevocably appoint Lessor as Lessee's attorney-in-fact and in Lessee's name, place and stead so to do. At any time and from time to time, Lessee agrees upon request in writing from Lessor to execute, acknowledge, and deliver to Lessor a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and the dates to which fixed rent and other charges have been paid.
16. LESSEE'S TAXES. Lessee shall be liable for all taxes levied against personal property and trade fixtures placed by Lessee in or about the Premises. Lessee in this case is a governmental entity and not subject to taxes.
17. LESSEE HOLDING OVER. In the event Lessee remains in possession of the Premises after expiration of the tenancy created hereunder, and without the execution of a new Lease, it shall be deemed to be occupying said premises as a Lessee from month to month, at the total monthly payment, subject to all the other conditions, provisions, and obligations of this Lease, insofar as the same are applicable to a month-to-month tenancy.
18. UTILITIES. Lessee shall, upon the execution of this Lease, have all utilities to the Leased premises placed in the name of Lessee and shall be solely responsible for and promptly pay all charges for water, gas, electricity, garbage collection, or any other utility used or consumed in the Premises.
19. LATE CHARGE. Lessee agrees to pay, as additional rent, a "late charge" equal to ten percent (10%) per month of the total monthly payment of rent, CAM, and other charges as herein provided when any monthly installment is paid more than ten (10) days after due date thereof. It is hereby understood that all late charges are for extra expenses incurred by the Lessor and shall not be considered interest.
20. RIGHT OF ENTRY BY LESSOR. Lessor may enter upon the Premises to inspect the same and to determine Lessee's compliance with the provisions of this Lease.
22. SURRENDER OF PREMISES. For the period of six (6) months prior to the expiration of the term of this Lease or any renewal or extension thereof, Lessor shall have the right to display on or about the Premises the customary sign "FOR LEASE" and during such period Lessor may show the Premises and all parts thereof to prospective tenants during normal business hours. By not later than 5:00 p.m. on the last day of the term of this Lease, any renewal or extension thereof, or agreed upon holdover period, Lessee shall peaceably surrender the Premises in

good order, condition, and repair, broom-clean, and reasonable wear and tear only excepted. Lessee shall, at such time and at its expense, provide Lessor with written certification from a licensed heating and air conditioning contractor, approved in writing by Lessor, that all HVAC equipment is in good operating condition and that no exceptions to such condition exist including weather conditions and temperature. Lessee shall, at its expense, remove its trade fixtures (not including floor covering and lighting fixtures and equipment) and signs from the Premises and any property not removed shall be deemed abandoned unless Lessor specifically requires such removal. All permanent improvements such as partitions, etc., shall remain the property of Lessor unless Lessor specifically requests such improvements to be removed. All damage caused by any removal of any kind shall be repaired by and at Lessee's expense. All damage other than normal wear and tear to floor, walls, ceiling, light fixtures, plumbing and electrical systems shall be repaired by and at Lessee's expense. Lessee shall indemnify Lessor against loss, liability, or expense resulting from delay by Lessee in surrendering the Premises, or failure to leave the Premises in the condition required hereunder including but not limited to claims made by any succeeding Lessee founded on such delay.

23. NOTICES. Any notice required or permitted by this Lease to be given shall be deemed to have been given if deposited in any U.S. Post Office with postage for certified mail prepaid, and addressed as follows:

To Lessee: FRIGNDOS OF KIDDIE PARK
405 P.O. BOX
BARTLESVILLE, OK 74005

To Lessor: CITY MANAGER
~~220 South First Street~~ 401 S. Johnstone Ave.
Bartlesville, Oklahoma ~~74012~~ 74005

24. MISCELLANEOUS. Notwithstanding anything contained in the Lease to the contrary, Lessee shall lease and accept the Premises pursuant to this Lease, in its present "as-is" condition, with all faults, and acknowledges that Lessor has not made any representations or warranties regarding the condition, state of repair, fitness or merchantability of the Premises or any component part thereof. Lessee further acknowledges that Lessor has not agreed to make any repairs, improvements, alterations or betterment's to the Premises as a condition to or in connection with the Lease. Without limitation, Lessor has not made any representations, warranties or agreements with Lessee, with respect to any of the fixtures, furniture, equipment and other tangible personal property presently located within the Premises, which Lessee has acquired from Lessor. Lessor shall have no liability or obligation whatsoever unto Lessee resulting from the removal of any of such fixtures, furniture, equipment and other tangible personal property from the Premises.

This agreement comprises the full understanding between the parties, and no modification of the terms hereof shall be binding on either party unless reduced to writing and signed by both parties hereto. All provisions hereof shall be binding and inure to the benefit of the heirs, trustees, legal representatives, successors and assigns of both parties. Lessee does not have the right to assign its interest hereunder or to sublet the Premises without prior written approval of Lessor.

IN WITNESS WHEREOF, the Lessor and Lessee have duly executed and affixed their hands and seals to this Lease on the day and year hereinabove first written.

CITY OF BARTLESVILLE, a Municipal Corporation

FRIENDS OF KIDDIE PARK

BY: _____
Mayor-"Lessee"

BY: [Signature]
"Lessor" CHAIRMAN

Attest:

Approved as to form:

City Clerk

City Attorney

Exhibit A



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consideration, discussion, and possible action regarding a resolution for proposed changes to the City Council ward boundaries.

Attachments: (1) Exhibit A: Resolution
 (2) Exhibit B: Current Ward Map
 (3) Exhibit C: Proposed 2023 Ward Map

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

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

II. STAFF COMMENTS AND ANALYSIS

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

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

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

Existing Wards Populations

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

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

Proposed Wards Populations

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

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

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

Council Directed Staff at the February 6th Council Meeting to publish the proposed changes in the local paper to meet the required thirty-day notice before the final adoption by ordinance. Staff has taken such action and provide to the newspaper for publication.

III. RECOMMENDED ACTION

City staff recommends that Council approve the resolution and direct staff to provide a proposed ordinance to be adopted at the April 3rd 2023 City Council Meeting.

RESOLUTION _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

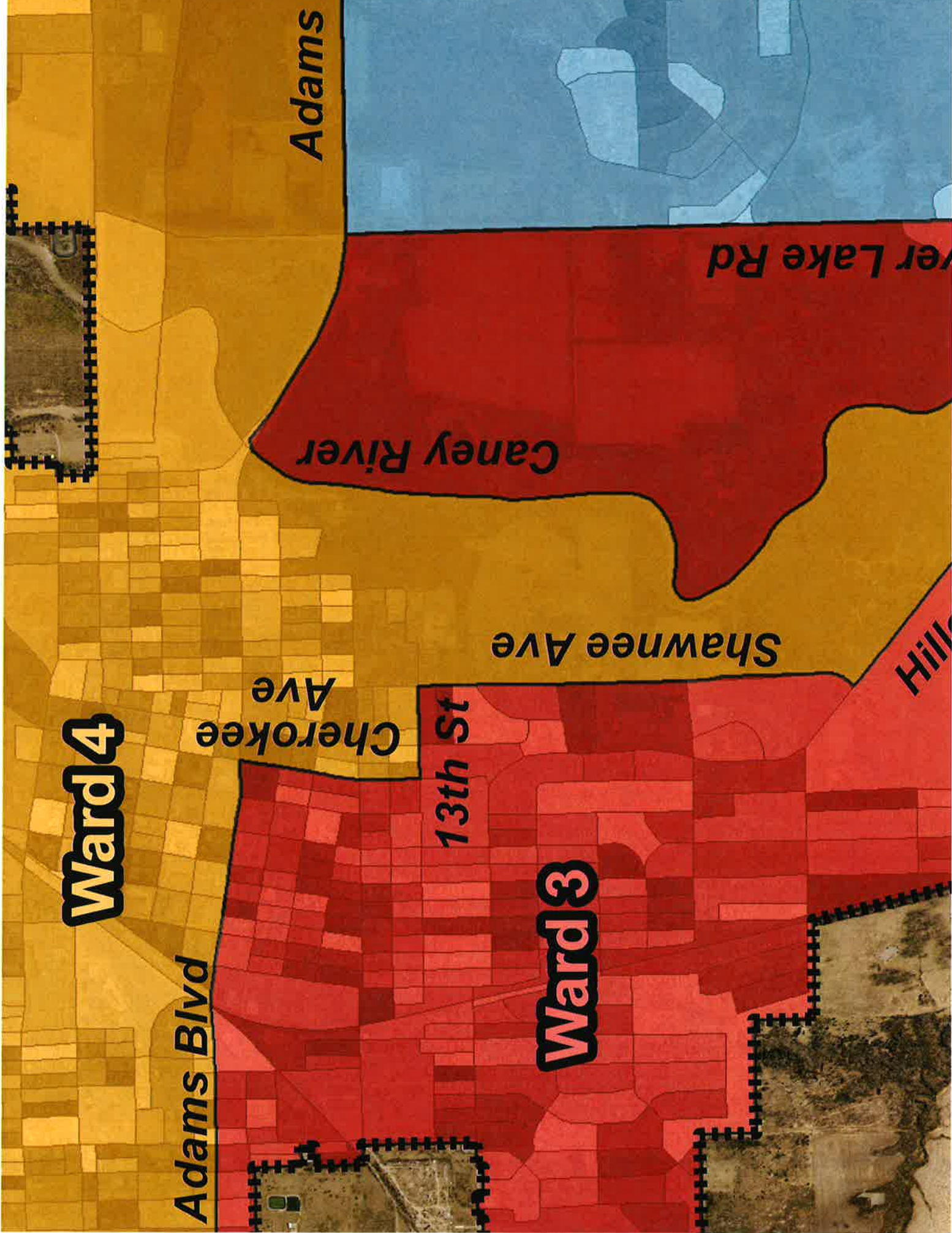
NOW THEREFORE BE IT FURTHER RESOLVED that a change in the boundaries of the wards of the City of Bartlesville is hereby proposed.

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

Mayor

ATTEST:

City Clerk



Ward 4

Ward 3

Adams Blvd

Cherokee Ave

13th St

Shawnee Ave

Adams L

Caney River

ver Lake Rd

Hill

Ward 4

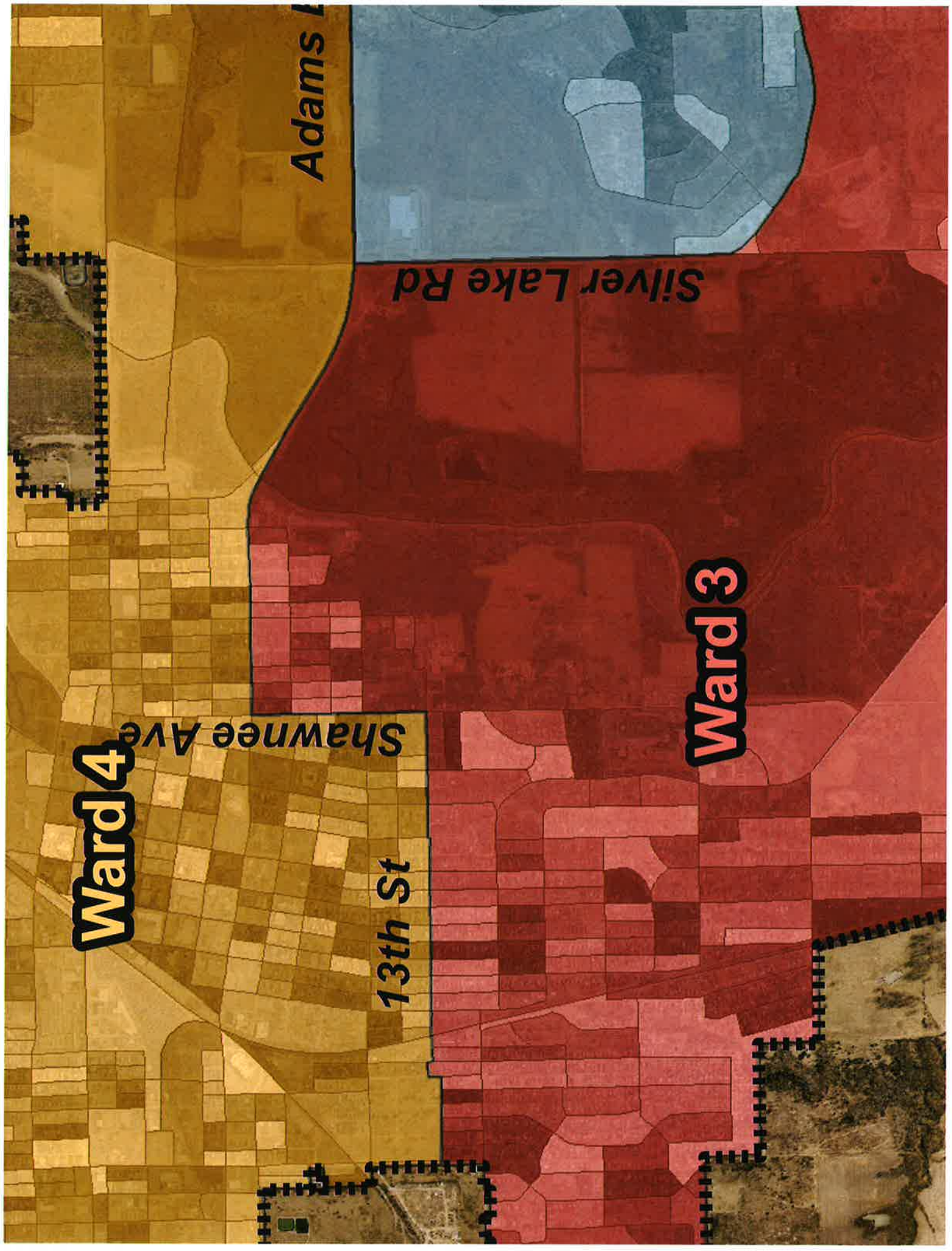
Shawnee Ave

13th St

Adams L

Silver Lake Rd

Ward 3



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take 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 thereof.

Attachments: Exhibit A - Planning Commission Report & Proposed PUD Change
Exhibit B – Ordinance

II. STAFF COMMENTS AND ANALYSIS

Applicant	Lance A. Windel of Arcadian Housing, LP	
Requested Action	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	
Location	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 thereof.	
Current Zoning	RS-7/PUD (Single-Family Residential-7 / Planned Unit Development) Zoning District.	
Area of Tract	Approximately 30 acre +/-	
Proposed Land Use	Single-Family Homes	
Adjacent Zoning and Land Use	North	Outside City limits
	South	RS-7 Single-Family Residential
	West	RS-7 Single-Family Residential
	East	Outside city limits

EXHIBIT A Location

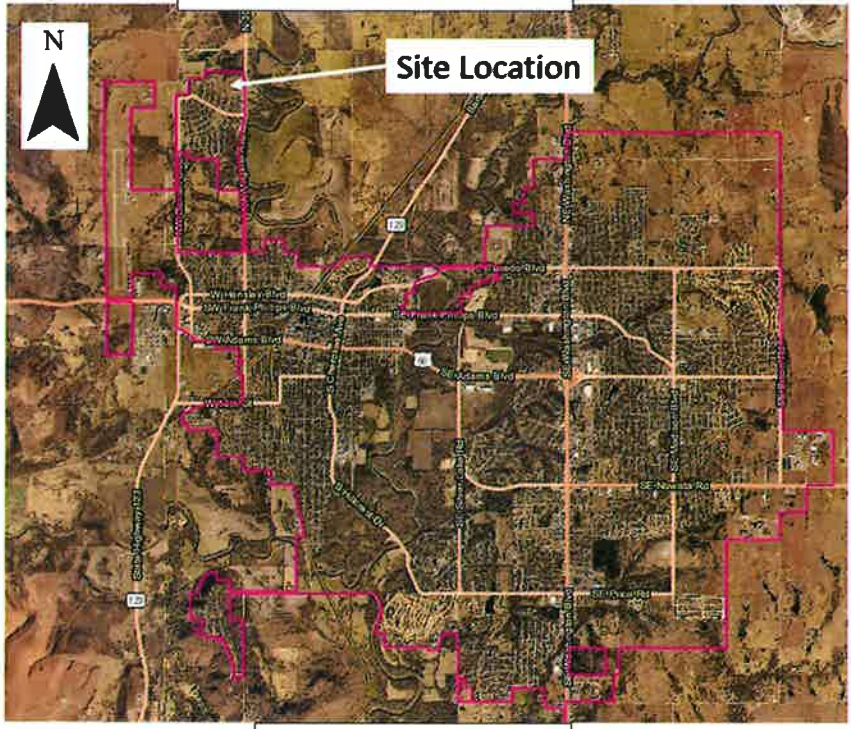


EXHIBIT B Zoning

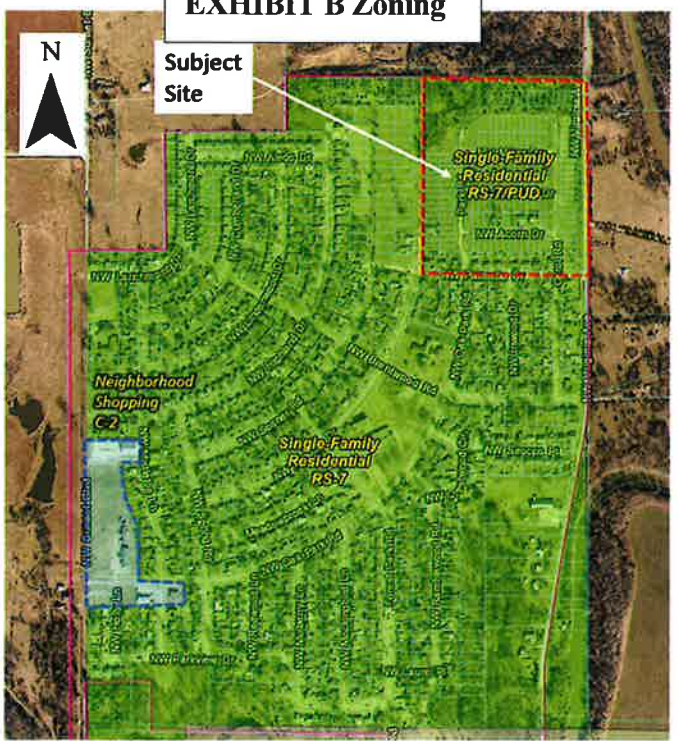


EXHIBIT C – PUD SITE DEVELOPMENT PLAN

Full size document at this link:

<https://www.dropbox.com/scl/fo/ny9xacpmqnm2tc574vjj/h?dl=0&rlkey=6zw71apos97wgje8kuvv mxi25>



EXHIBIT E – Comparison of 2023 Arcadian Proposal and 1981 PUD / Oak Wood Plat

	2023 Arcadian Proposal	1981 PUD and Oak Wood Addition Plat			
Housing Type	100 lots, Single-Family Detached	144 Single-Family <i>Attached</i> 16 Zero Lot Line Single-Family Detached (on Lahoma Dr) 11 Single-Family Detached (on Palmetto)			
Lot Coverage %, each lot	28.7% to 33.7%	40.9% (Single-Family Attached) 37.0% (Zero Lot Line Single-Family Detached) (on Lahoma Dr.) 23.9% (Single-Family Detached (on Palmetto Dr.))			
Lot Coverage %, overall (including open space)	16.6%	23.5%			
Overall Density	5.1 units per acre	5.7 units per acre			
Setbacks	<u>Single-Family Detached</u> Front: 20 ft Side: 5 ft (10 ft on corners) Rear: 20 ft; 30 ft. (Carol Rd, N. of Acorn)	<u>Single-Family Attached</u> Front: 20 ft Side: 0 ft & 14 ft (19 ft on corners) Rear: 19 ft	<u>Single-Family Attached on east side of Carol Rd:</u> Front: 20 ft Side: 0 ft & 14 ft (10 ft on corners) Rear: 20 ft (S. of Acorn); 30 ft (N. of Acorn)	<u>Single-Family Detached on Lahoma:</u> Front: 25 ft Side: 0 ft and 14 ft Rear: 25 ft	<u>Single-Family Detached on Palmetto:</u> Front: 25 ft Side: 6 ft & 8ft (per PUD) 10 ft on corner lots, per lot line adjustment Rear: 30 ft (per 1981 RS-7 zoning) 20 ft (per present RS-7 zoning)
Lot Area	4,200 s.f. to 4,927 s.f. 4,262 s.f. to 5,850 s.f. on Carol Rd.	4,200 s.f. to 4,927 s.f.	4,262 s.f. to 5,850 s.f.	4,640 s.f. to 4,900 s.f.	8,280 s.f. to 10,150 s.f.
Lot Width	40 ft to 55 ft	40 ft to 55 ft	40 ft to 55 ft	40 ft.	72 ft to 81 ft (east of Oak Park Rd) (wider lots west of Oak Park Rd)

III. RECOMMENDED ACTION

The City Planning Commission approved the PUD Amendment at its February 28, 2023 meeting per staff recommendations. Staff recommends approval of the request, as presented by City staff, with the following conditions:

1. Landowner/developer is required to have 100% brick / masonry cladding on the first floor of all houses, and the second-floor cladding / siding must be non-vinyl, fiber cement siding, such as Hardie Plank siding.
2. Recreational vehicles and boats are prohibited from being parked or stored on front driveways.

Consideration of this request for Approval of the PUD Amendment has been requested by the applicant for it to go before the Bartlesville City Council on Monday, March 6, 2023 for codification. The Council is requested to take action on the PUD Amendment at that time.



Community Development Department
STAFF REPORT

TO: Bartlesville Planning Commission

FROM: Greg Collins, Assistant Director

DATE: February 24, 2023

SUBJECT: CASE NO. PUD-0123-0025/26 – A public hearing to consider and take 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 thereof.

GENERAL INFORMATION:

Applicant: Arcadian Housing, LP

Requested Action: Approval of a PUD Amendment and Site Development Plan

Location: Oak Wood Addition, north of Palmetto Drive, west of Virginia Avenue (Exhibit A)

Area of Tracts: Approximately 19.6 acres +/-, out of 30 acres +/- total

Present Land Use: Vacant; with existing six (6) attached single-family residences on Acorn Drive; 10 detached single-family residences on Palmetto Drive; and one (1) detached single-family residence on Lahoma Drive.

Proposed Land Use: Single-Family Detached Residences

Zoning: RS-7/PUD (Single-Family Residential / Planned Unit Development)

Adjacent Zoning and Land Use:

Table with 2 columns: Direction (North, East, South, West) and Description of adjacent zoning and land use.

SUPPLEMENTAL INFORMATION:

The applicant, Arcadian Housing, LP, owns 100 vacant lots and permanent open area, approximately 19.6 acres more or less of property, in the Oak Wood Addition (formerly known as Oak Park Section VI) located north of Palmetto Drive, west of Virginia Avenue. (See **Exhibit B**). The land is zoned RS-7/PUD (Residential Single-Family/Planned Unit Development). (See **Exhibit C**).

The land is platted as Oak Wood Addition and is vacant, except for certain lots owned by others:

- six (6) attached single-family residences on Acorn Drive;
- 10 detached single-family residences on Palmetto Drive; and
- one (1) detached single-family zero lot line residence on Lahoma Drive.

Arcadian Housing, LP plans to build new single-family detached residences on its vacant lots. The applicant is applying for a PUD Amendment and PUD Site Development Plan to allow for this, because the existing PUD Site Development Plan, approved in 1981, called for single-family *attached* housing (similar to duplexes), everywhere the applicant proposes to build single-family detached, on Miller Drive, Palomino Drive, Acorn Drive, Oak Park Road, and Carol Road. Under the zoning regulations in 1981, PUD site development plans approved at that time have no expiration, and so the 1981 PUD site development plan calling for attached/duplex housing still applies.

Attached at **Exhibit D** is the applicant's proposed amended PUD site development plan, for single-family detached housing. (The applicant also provided a site development plan for *attached* housing, to show what they currently have a right to build under the 1981 PUD Site Development Plan, just for comparison purposes.) **Exhibit E** is a summary of what the applicant is proposing, compared with what is currently authorized in the 1981 PUD, Site Development Plan (**Exhibit F**) and the Oak Wood Addition plat (**Exhibit G**).

The developer proposes two-story, single-family detached houses, averaging 1,900 s.f., on lots ranging from 4,200 s.f. to 4,927 s.f. Renderings of the houses are at **Exhibit H**.

Land Use, Zoning & Platting History: The property was rezoned from Single-Family Residential RS-7 to RS-7/PUD in August 1981 in MAPC Case No. 208. The Preliminary Plat for this PUD, named Oak Park VI, was approved by the MAPC in November 1981. The prior developer then changed the plat's name to Oak Wood. The Final Plat of Oak Wood was approved by the governing body, the City Commission, in July 1982.

Applicant's Requested Use: The applicant's requested use of the property is single-family detached residences.

Schedule of Development / Phasing: According to the applicant's submittal, the applicant expects to start repairs to existing infrastructure in July 2023. Construction on single-family detached homes is projected to start in September 2023. Homes would begin being ready for occupancy in the Spring of 2024. All homes would be completed by end of 2024.

Building Setbacks and Lot Sizes: The applicant is requesting modified setbacks from what is allowed under the current PUD. They are asking for side yard setbacks of 5 feet instead of 0 feet and 14 feet. For corner lots, they are asking for exterior side yards of 10 feet instead of 19 feet. The modifications are listed in **Exhibit E**, column 1. The lot areas and widths are unchanged from the original 1981 PUD and Oak Wood Addition Final Plat.

Streets and Sidewalks: The streets in the Oak Wood Addition were not built to City standards and were never accepted, and are not maintained, by the City of Bartlesville. The applicant has agreed to reconstruct the streets to City standard as part of this project, except for that portion of Oak Park Road in the north part of the subdivision, from Miller Drive to Carol Road. City staff has requested that the developer demolish and remove any remnants of that portion of Oak Park Road north of Miller Drive and west of Carol Road.

The applicant has requested that it be allowed to complete street reconstruction and sidewalk construction as houses are built, rather than complete this before the issuance of house building permits, to prevent damage and wear and tear on the new streets and sidewalk from construction equipment and traffic. City staff is agreeable to this proposal, on the condition that the applicant provide a financial guarantee of the completion of improvements, in an amount at least equal to one and one-half (1 1/2) times the cost, as estimated by the developer and approved by the City Engineer, of installing all required improvements. The financial guarantee may be in the form of a surety bond, escrow account, or a letter of credit.

No certificate of occupancy shall be issued for any building on any lot prior to the completion and acceptance by the City of all required improvements.

Water and Sanitary Sewer: Water and sanitary sewer lines were installed by the previous developer when Oak Wood Addition was platted in 1982. Some of the lines are in operation and are being used by current residents in the area, and others are not. City staff is in discussions with the developer regarding the testing of these lines and responsibility for repair or replacement of such lines, if and where needed. Any water or sewer line not currently in use, or not serving a current resident, will be the developer's responsibility to repair or replace, if the line does not pass testing.

Fire Protection: The developer is required to install fire hydrants in the middle of the block of Acorn Drive, Palomino Drive, and Miller Drive.

Stormwater Drainage: The developer's civil engineer will study and provide an analysis of stormwater drainage in the development, and submit that analysis to the City Engineer for review. The applicant is responsible for the design and construction of stormwater drainage and detention facilities and improvements that will include a detention pond in permanent open area in the northwest part of the subdivision, curbing along streets (reclaimed and new curbing), and also may include inlets, underground lines, culverts or other facilities.

Permanent Open Area and Private Park: The developer is required to construct a private park in the permanent open area in the northwest part of the subdivision, and to maintain the private park and the permanent open area, including the stormwater detention pond, shown in the PUD site development plan and the Oak Wood Addition plat.

Street Lighting: The developer is required to provide a plan for street lighting in the development and its maintenance.

Homeowners' / Residents' Association: The developer is required to create a homeowners' / residents' association to provide for the maintenance and mowing of the permanent open area, detention pond, private park, and any other common area or elements to the development.

Development Agreement: City staff may require the developer to enter into a development agreement

with the City to ensure that the financial guarantee for street reconstruction and sidewalk construction, water and sewer utility line repair/replacement, fire hydrant installation, street lighting installation, stormwater detention and facility construction, private park construction, and homeowner's/residents' association are provided.

Public Notice and Participation Requirements: In accordance with the Zoning Regulations, property owners within 300 feet of the site were notified of this request and hearing by mail. Signs were posted on the site, and a public hearing notice was placed in the Bartlesville *Examiner-Enterprise* newspaper. Also, the applicant invited the property owners within 300 feet of the site to a citizen participation meeting. That meeting was held on Thursday, February 16, 2023, and a summary of that meeting is attached to this staff report.

APPLICANT REQUEST:

The applicant requests approval of the PUD Amendment application and PUD Site Development Plan, to allow construction of single-family detached residences.

STAFF RECOMMENDATION:

Staff recommends approval of the request, as presented by City staff, with the following conditions:

1. Landowner/developer is required to have 100% brick / masonry cladding on the first floor of all houses, and the second floor cladding / siding must be non-vinyl, fiber cement siding, such as Hardie Plank siding.
2. Recreational vehicles and boats are prohibited from being parked or stored on front driveways.

CPC ACTION REQUESTED:

A public hearing to consider this request for approval of a PUD Amendment and Site Development Plan Amendment has been scheduled before the Bartlesville City Planning Commission on Tuesday, February 28, 2023. The Commission is requested to hold this public hearing and make a final decision on the request.

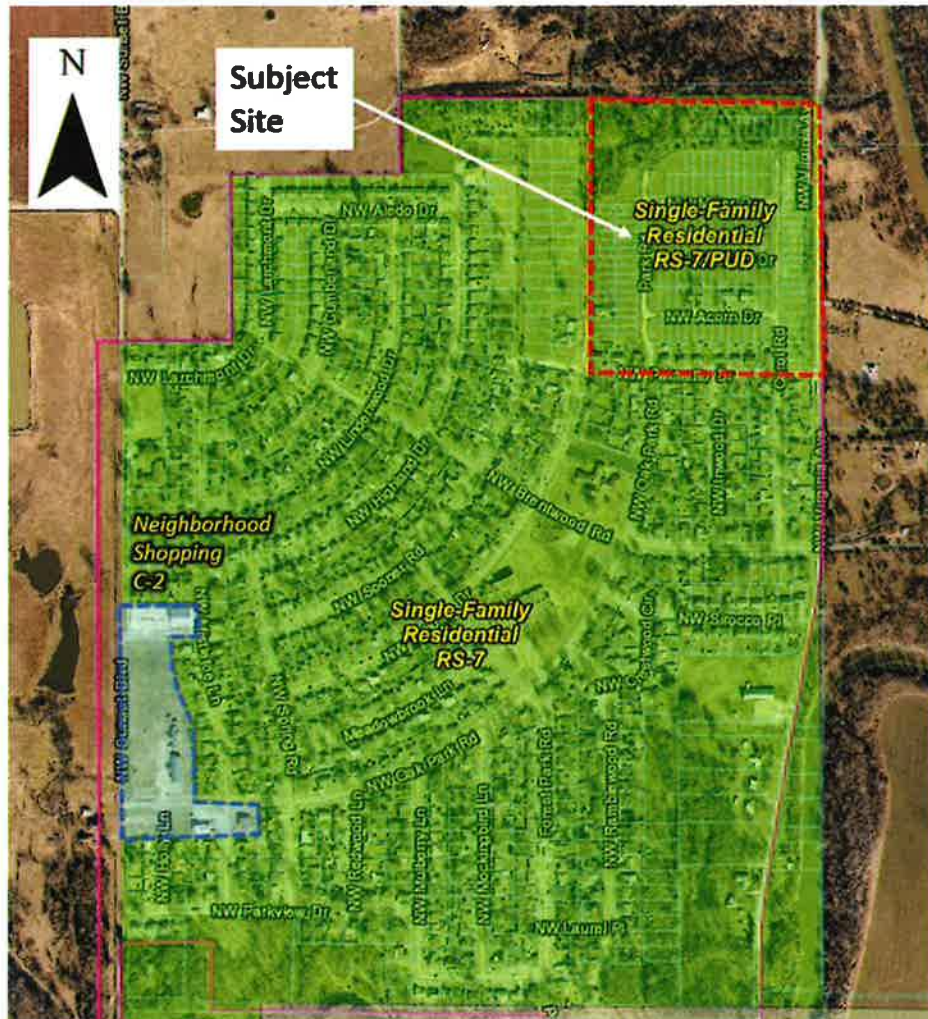
EXHIBIT A – LOCATION MAP



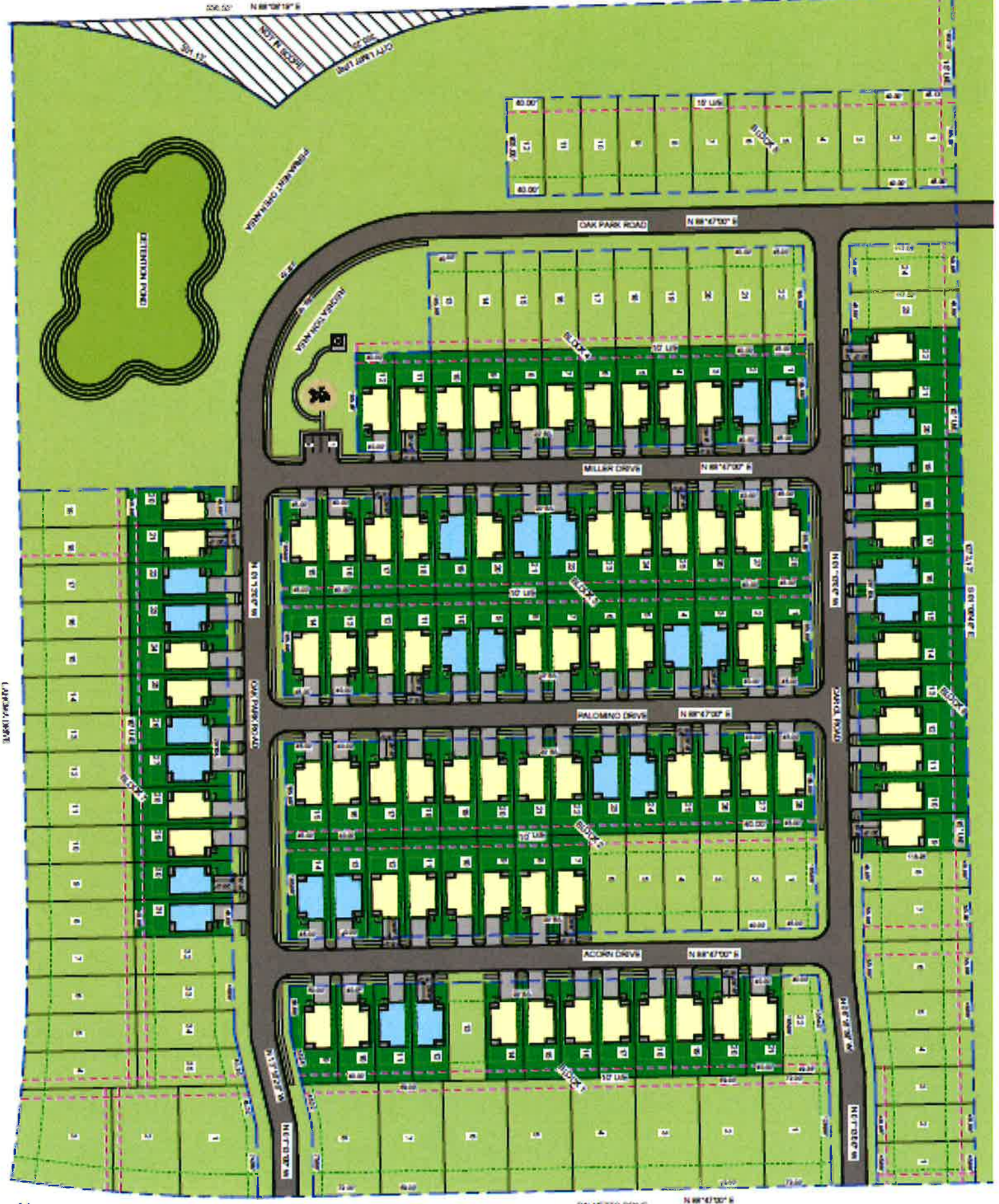
EXHIBIT B – AERIAL SITE MAP



EXHIBIT C – ZONING MAP



206.50' N 88°10'19" E



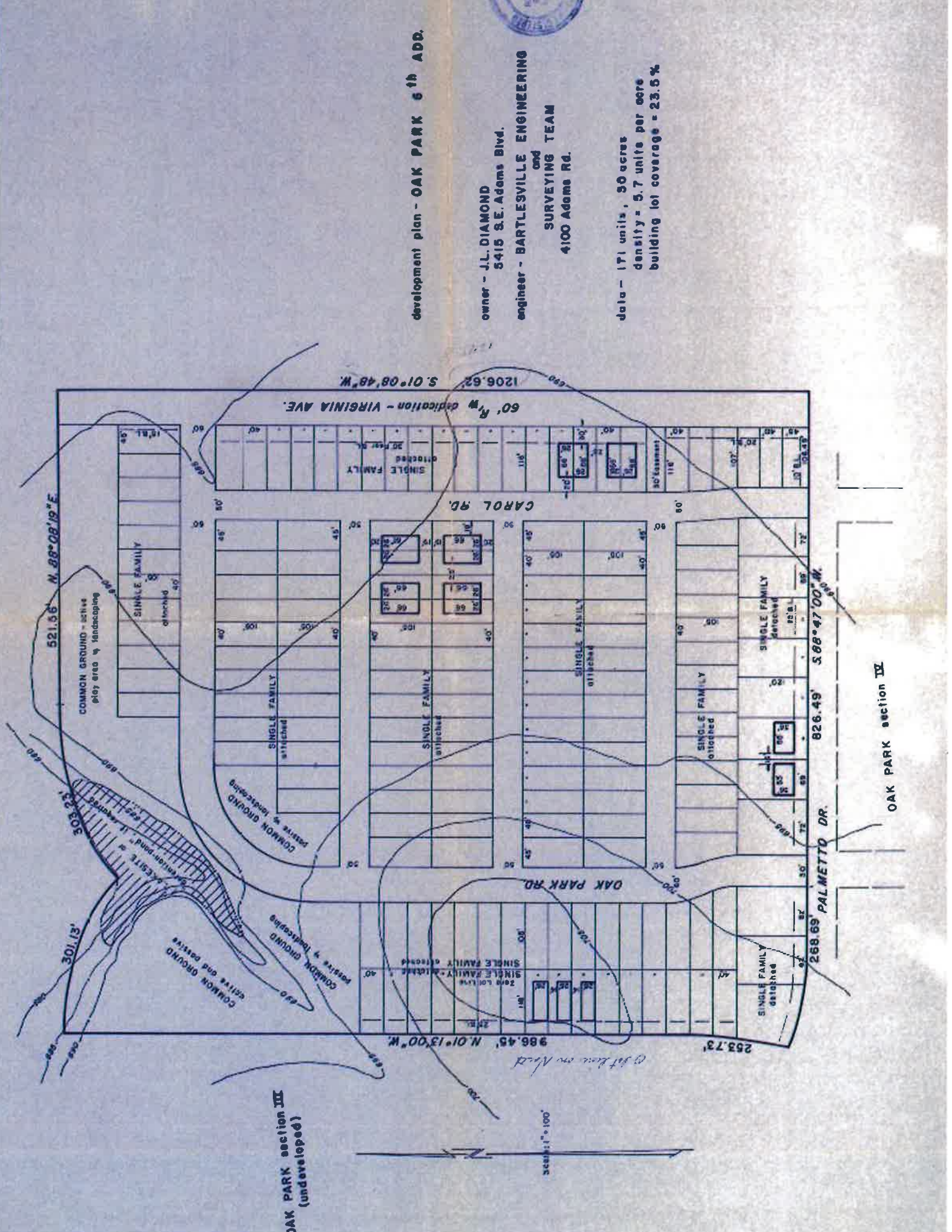
DATE: 01	SCALE: 1/4" = 1'-0"	PROJECT: ARCADIAN ADDITION
BY: [Signature]	CHECKED: [Signature]	DATE: 01/01/2024
DESIGNED BY: [Signature]	APPROVED BY: [Signature]	PROJECT NO: [Number]

ARCADIAN ADDITION

HANS THC ASSO

EXHIBIT E – Comparison of 2023 Arcadian Proposal and 1981 PUD / Oak Wood Plat

	2023 Arcadian Proposal	1981 PUD and Oak Wood Addition Plat			
Housing Type	100 lots, Single-Family Detached	144 Single-Family <i>Attached</i> 16 Zero Lot Line Single-Family Detached (on Lahoma Dr) 11 Single-Family Detached (on Palmetto)			
Lot Coverage % %, each lot	28.7% to 33.7%	40.9% (Single-Family Attached) 37.0% (Zero Lot Line Single-Family Detached) (on Lahoma Dr.) 23.9% (Single-Family Detached (on Palmetto Dr.))			
Lot Coverage % %, overall (including open space)	16.6%	23.5%			
Overall Density	5.1 units per acre	5.7 units per acre			
Setbacks	<u>Single-Family Detached</u> Front: 20 ft Side: 5 ft (10 ft on corners) Rear: 20 ft; 30 ft. (Carol Rd, N. of Acorn)	<u>Single-Family Attached</u> Front: 20 ft Side: 0 ft & 14 ft (19 ft on corners) Rear: 19 ft 4,200 s.f. to 4,927 s.f.	<u>Single-Family Attached on east side of Carol Rd:</u> Front: 20 ft Side: 0 ft & 14 ft (10 ft on corners) Rear: 20 ft (S. of Acorn); 30 ft (N. of Acorn) 4,262 s.f. to 5,850 s.f.	<u>Single-Family Detached on Lahoma:</u> Front: 25 ft Side: 0 ft and 14 ft Rear: 25 ft 4,640 s.f. to 4,900 s.f.	<u>Single-Family Detached on Palmetto:</u> Front: 25 ft Side: 6 ft & 8ft (per PUD) 10 ft on corner lots, per lot line adjustment Rear: 30 ft (per 1981 RS-7 zoning) 20 ft (per present RS-7 zoning) 8,280 s.f. to 10,150 s.f.
Lot Area	4,200 s.f. to 4,927 s.f. 4,262 s.f. to 5,850 s.f. on Carol Rd.	4,200 s.f. to 4,927 s.f.	4,262 s.f. to 5,850 s.f.	4,640 s.f. to 4,900 s.f.	8,280 s.f. to 10,150 s.f.
Lot Width	40 ft to 55 ft	40 ft to 55 ft	40 ft to 55 ft	40 ft.	72 ft to 81 ft (east of Oak Park Rd) (wider lots west of Oak Park Rd)



development plan - OAK PARK 5th ADD.

owner - J.L. DIAMOND
8415 S.E. Adams Blvd.

engineer - BARTLESVILLE ENGINEERING
and
SURVEYING TEAM
4100 Adams Rd.

data - 171 units, 30 acres
density - 5.7 units per acre
building lot coverage - 23.5%

OAK PARK section III
(undeveloped)

OAK PARK section IV

scale: 1" = 100'



along a 30' x 17' 00" curve which bears to the left a curve of 110' 00" radius and a distance of 110' 00" from the center of curvature to the center of the curve. The curve is to be surveyed into lots, blocks, streets, and other divisions as hereinafter provided. The lots are to be surveyed into lots, blocks, streets, and other divisions as hereinafter provided. The lots are to be surveyed into lots, blocks, streets, and other divisions as hereinafter provided.

1. The herein described real estate as a part of the 1/4 Section 12 East, Washington County, Oklahoma, do hereby agree to be surveyed into lots, blocks, streets, and other divisions as hereinafter provided. The lots are to be surveyed into lots, blocks, streets, and other divisions as hereinafter provided.

Notary Public in and for said county and state on this 22nd day of May, 1982, at Bartlesville, Oklahoma. My commission expires on the 22nd day of May, 1983.

Notary Public

Robert J. Schoen, Notary Public, No. 9207, State of Oklahoma, Commission Expires May 22, 1983.

Notary Public

Treasurer of Washington County

City of Bartlesville

City of Bartlesville

1. The herein described real estate as a part of the 1/4 Section 12 East, Washington County, Oklahoma, do hereby agree to be surveyed into lots, blocks, streets, and other divisions as hereinafter provided. The lots are to be surveyed into lots, blocks, streets, and other divisions as hereinafter provided.

Notary Public in and for said county and state on this 22nd day of May, 1982, at Bartlesville, Oklahoma. My commission expires on the 22nd day of May, 1983.

Notary Public

Notary Public

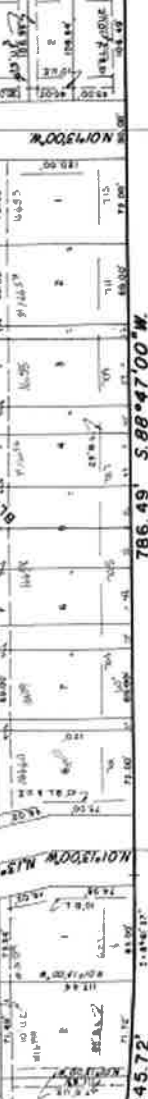
Notary Public

Notary Public

Notary Public

Notary Public

Notary Public



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Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

EXHIBIT H – RENDERINGS





ORDINANCE NO. _____

AN ORDINANCE AMENDING THE LAND USE AND ZONING MAP OF THE CITY OF BARTLESVILLE, AND AMENDING THE ZONING MAP ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF BARTLESVILLE BY CHANGING THE BOUNDARY OF THE USE DISTRICT SO THAT CERTAIN AREAS HEREIN DESCRIBED AND LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF BARTLESVILLE, OKLAHOMA SHALL BE CHANGED FROM RS-7/PUD TO RS-7/PUD AMENDED AND ACKNOWLEDGING THE APPROVAL OF A SUPPLEMENTAL DESIGNATION PLANNED UNIT DEVELOPMENT (CASE NO. PUD-0123-0025/26).

WHEREAS, a petition was heretofore filed with the Planning Commission of the City of Bartlesville requesting that the real estate hereinafter described, located in the City of Bartlesville, be rezoned from RS-7/PUD to RS-7/PUD Amended and materials were submitted relative to a certain supplemental designation Planned Unit Development and Site Development Plan relative to all of the real property hereinafter described; and

WHEREAS, the Bartlesville City Planning Commission considered said request at a public hearing on February 28, 2023, and following public input and discussion, submitted its report to the City Council with a recommendation and approval of RS-7/PUD zoning and supplemental designation Planned Unit Development; and

WHEREAS, after receipt of said report recommending approval of the request with conditions, the City Council thereafter gave due public notice of hearing to be held relative to said proposed changes, which notice stated the nature and purpose of said proposed changes, gave the time and place of said hearing and stated where copies of the proposed changes were available for inspection prior to the time of said hearing; and

WHEREAS, on March 6, 2023, said hearing was duly held by the City Council; and

WHEREAS, on March 6, 2023 said City Council approved said rezoning and supplemental designation planned unit development.

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

Section 1. That the land use and zoning map of the City of Bartlesville approved by the City Council on December 19, 1966, on file in the office of the City Clerk of the City of Bartlesville, Oklahoma, be and the same is hereby amended by re-establishing the boundary of the use districts so that the following described real estate located in the City of Bartlesville, County of Washington, Oklahoma, containing 30 acres, more or less, be rezoned from RS-7/PUD to C-5/PUD Amended:

Lots 9-12 & 14-22 in Block 1, Lots 7-28 in Block 2, Lots 1-28 in Block 3, Lots 1-12 in Block 4, Lots 1-22 in Block 6, Lots 20-31 in Block 7- Oakwood Addition, Bartlesville, OK, Washington County.

Section 2. That the PUD pertaining to Case No. PUD-0123-0025/26 relative to all of the real property heretofore described is hereby approved with the following conditions:

1. Landowner/developer is required to have 100% brick / masonry cladding on the first floor of all houses, and the second floor cladding / siding must be non-vinyl, fiber cement siding, such as Hardie Plank siding.

2. Recreational vehicles and boats are prohibited from being parked or stored on front driveways.

Section 3. That the materials submitted in connection with the case are hereby approved and adopted and are incorporated herein by reference.

PASSED by the City Council and **APPROVED** by the Mayor of the City of Bartlesville, Oklahoma this 6th day of March, 2023.

ATTEST:

Dale Copeland, Mayor

Jason Muninger, CFO/City Clerk

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider 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..

Attachments: Exhibit _ : Proposed Final Plat of Voice of the Martyrs Addition

II. STAFF COMMENTS AND ANALYSIS

Applicant	Mick Olson, on behalf of The Voice of the Martyrs	
Requested Action	Approval of the Final Plat of Voice of the Martyrs Addition	
Location	West side of Bison Rd & ¼ mile south of Nowata Rd (Exhibit A and Exhibit B)	
Zoning	RM-3/PUD, C-5/PUD, & M-1/PUD (Multi-Family Residential, General Commercial, Light Industrial; Planned Unit Development) (Exhibit C)	
Area of Tract	Approximately 68.68 acres	
Proposed Land Use	The Voice of the Martyrs facilities	
Adjacent Zoning and Land Use	North	RS-12, RS-5/PUD, RA, RE, C-5/PUD – Tri-County Tech, undeveloped, mini-storage
	South	Outside city limits
	West	RA – Undeveloped
	East	Outside city limits

EXHIBIT A Location

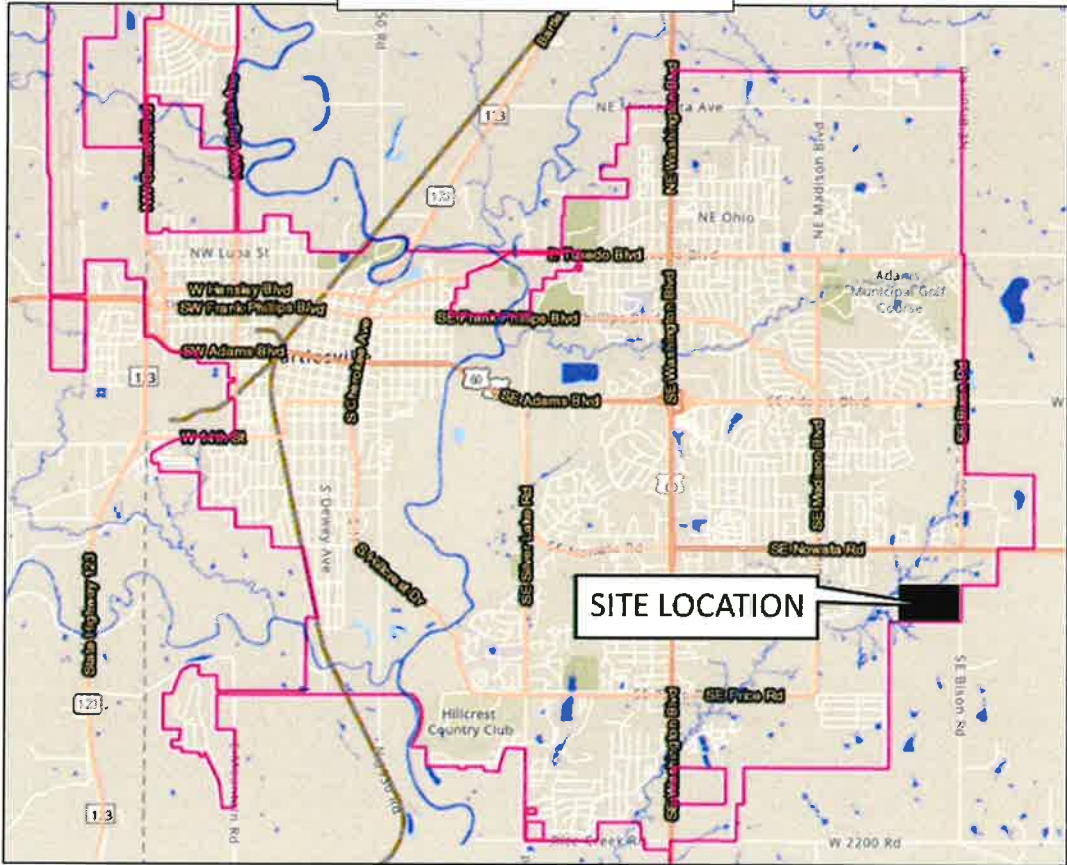
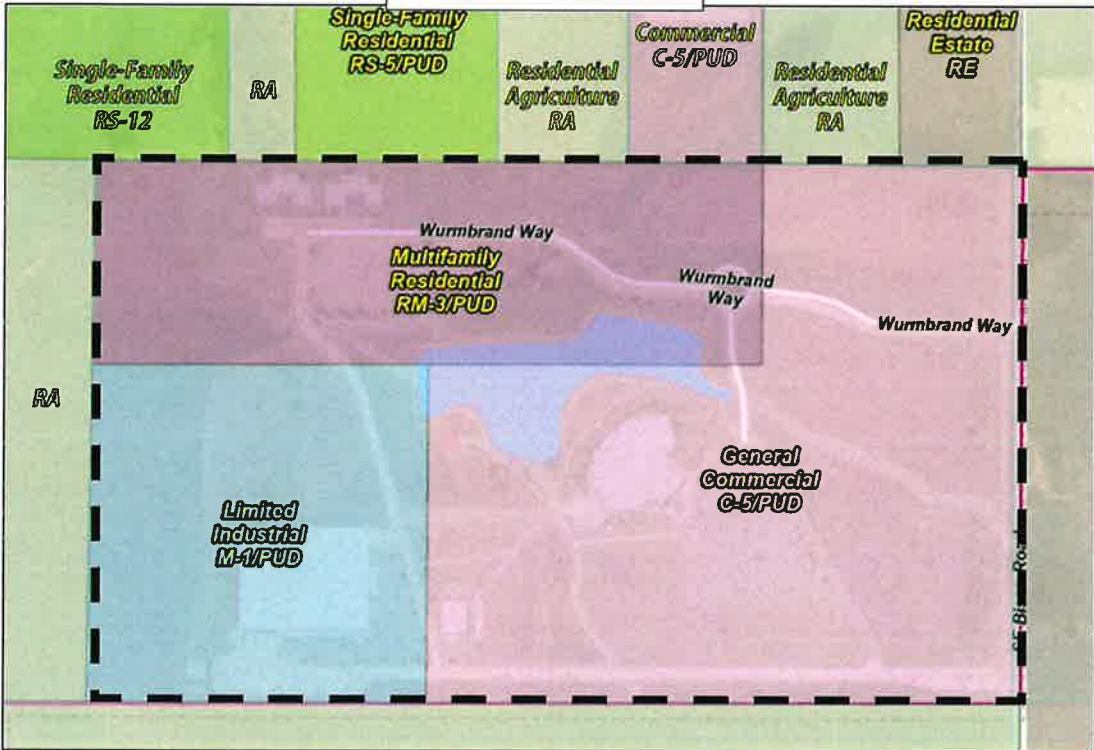
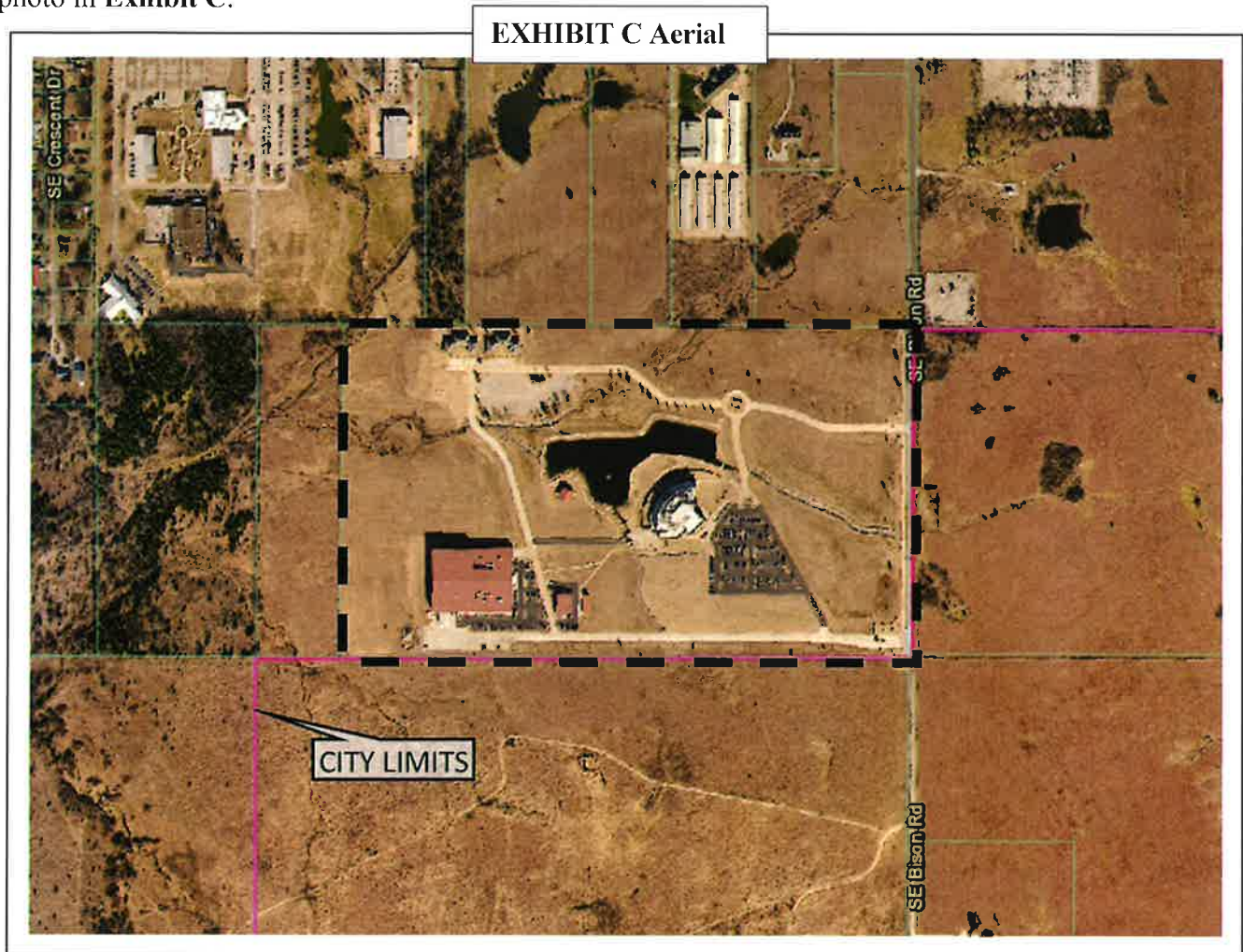


EXHIBIT B Zoning



The applicant, Mick Olson on behalf of The Voice of the Martyrs (VOM), requests approval of the final plat for a 1-lot, mixed-use, multi-purpose complex to be 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. Undeveloped land is adjacent to the west. See the aerial photo in **Exhibit C**.



In 2003, the City Council approved the Rezoning, Planned Unit Development, and Site Development Plan (Case No. PC-03-17-RZ/PUD) 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. The Development Agreement is attached as **Exhibit ___**.

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 Washington County within the 2-year time limit set forth in the City of Bartlesville Subdivision Regulations, and thus it has expired.

The VOM is ready to move forward with the final plat for the full 68.68 acres. They have submitted an Amended PUD Site Development Plan, which was approved administratively by city staff. A preliminary plat was submitted and approved by the Planning Commission on February 28, and a Final Plat is attached for City Council consideration.

Building Setbacks and Lot Sizes:

Water, Sanitary Sewer, and Other Utilities:

Fire Protection:

Streets:

Sidewalks:

Stormwater Drainage:

Park Land:

III. RECOMMENDED ACTION

The City Planning Commission approved the Preliminary Plat of Voice of the Martyrs Addition at its February 28, 2023 meeting. Staff recommends approval of the Final Plat of Voice of the Martyrs Addition subject to the following conditions:

1. An amended Development Agreement shall be written which updates the existing Development Agreement dated January 23, 2003 and recorded at the Washington County Clerk's Office in Book 1013, Pages 2959-2965; and
2. Corrections to the Final Plat to include:
 - A notation on the face of the plat regarding the required setbacks;
 - A notation on the face of the plat stating that all streets and sidewalks are privately owned and maintained;
 - An access easement drawn over the Bison Road sidewalk and also noted on the face of the plat; and
 - A notation on the face of the plat stating that all stormwater drainage is privately owned and maintained.

Consideration of this request for Final Plat approval has been scheduled before the Bartlesville City Council on Monday, March 6, 2023. The Council is requested to take action on the proposed Final Plat of Voice of the Martyrs Addition at that time.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action on proposed amendments to the Sewer Use Pretreatment Standards Ordinance for Fats, Oils and Grease Attachments:

- *Amendment redlines of the Sewer Use Pretreatment Standards*
- *Ordinance*

II. STAFF COMMENTS AND ANALYSIS

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 proposed amendments to the ordinance are attached. The highlights of the proposed FOG provisions are summarized below.

- All new food service facilities are required to install a grease interceptor or trap.
- 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.
- 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.

III. RECOMMENDED ACTION

The SSIOC and staff recommend approval of the proposed amendments to the Sewer Use Pretreatment Standards Ordinance.

DIVISION 3. SEWER USE PRETREATMENT STANDARDS¹

Subdivision A. General Provisions

Sec. 20-156.0. Definitions.

Unless a provision explicitly states otherwise, the following terms and phrases, as used in this division, shall have the meanings hereinafter designated.

"Act" or "the Act" means the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. § 1251 et seq.

"Approval authority" means the USEPA Region VI, Regional Administrator, located at Suite 1200, 1445 Ross Ave., Dallas, TX 75202 — 2733; or his/her designee; or the Oklahoma Department of Environmental Quality upon delegation of the NPDES/OPDES Program.

"Authorized representative" or "industrial user" means:

- (1) An authorized representative of an industrial user which may be a principal executive officer of at least the level of vice-president, or his/her authorized designee.
- (2) If the industrial user is a corporation; a general partner or proprietor if the industrial user is a partnership or proprietorship, respectively; a duly-authorized representative of the individual designated above if such representative is responsible for the overall operation of the facilities from which the indirect discharge originates, or his/her authorized designee.
- (3) If the user is a federal, state, or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.

"Best management practices" or "BMP" are operational and management procedures that are designed to prevent pollutants from entering a facility's waste stream or from reaching a discharge point to a POTW. BMPs may include schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in Sec. 20-158.0. BMPs include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage or recognized industry practices. For food services establishment, BMPs refer to methods and techniques used by food service establishments and food manufacturers/processors and other facilities that may have an impact on the sewer system by the deposition of fats, oil and grease, to prevent or minimize the deposition of fats, oils, and grease from cooking, baking, processing, manufacturing, and other processes in private sewer laterals and public sewer lines, structures, and wastewater treatment facilities.

¹Editor's note(s)—Ord. No. 3392, §§ 20-156—20-184, adopted July 16, 2012, amended Div. 3 in its entirety to read as set out herein. However, to preserve the style of this Code, said §§ 20-156—20-184 have been redesignated as Subdivs. A—N at the discretion of the editor. Former Div. 3, Subdivs. A—M, pertained to similar subject matter and derived from Ord. No. 2435, adopted Feb. 25, 1983; Ord. No. 2813, adopted Oct. 4, 1993; Ord. No. 2992, adopted Nov. 2, 1998.

"Biochemical oxygen demand" or "BOD" means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at twenty (20)° Centigrade, usually expressed as a concentration (e.g., mg/L).

"Brown grease" means fats, oils, and greases (FOG) and food solids that are retained in and removed from FOG control devices most commonly serving food service establishments, institutions with commercial kitchens, and industrial food manufacturers/processors. Brown grease is generally considered unsuitable for reuse in most applications.

"Categorical pretreatment standard" or "categorical standard" means any regulation containing pollutant discharge limits promulgated by EPA in accordance with Sections 307(b) and (c) of the Act (33 U.S.C. § 1317) which apply to a specific category of users and which appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.

"City" means the City of Bartlesville, employees or agents acting under the direction of the city council.

"Color" means the optical density at the visual wavelength of maximum absorption, relative to distilled water. One hundred (100) percent transmittance is equivalent to zero (0.0) optical density.

"Composite sample" means the sample resulting from the combination of individual wastewater samples taken at selected intervals based on an increment of either flow or time.

"Control authority" means the City of Bartlesville, as defined herein above.

"Director of water utilities" means the person designated by the City of Bartlesville to supervise the operation of the POTW, and who is charged with certain duties and responsibilities by this ordinance, or a duly-authorized representative.

"Direct discharge" means the discharge of treated or untreated wastewater directly to the waters of the State of Oklahoma.

"Environmental Protection Agency" or "EPA" means the U.S. Environmental Protection Agency or, where appropriate, the regional water management division director, or other duly-authorized official of said agency.

"Existing source" means any source of discharge, the construction or operation of which commenced prior to the publication by EPA of proposed categorical pretreatment standards, which will be applicable to such source if the standard is thereafter promulgated in accordance with Section 307 of the Act.

"Fats, oils, and greases (FOG)" means organic polar compounds derived from animal and/or plant sources that contain multiple carbon chain triglyceride molecules. These substances are detectable and measurable using analytical test procedures established in the United States Code of Federal Regulations 40 CFR 136, as may be amended from time to time. All are sometimes referred to herein as "grease" or "greases."

"FOG control device" means a control device for removing or significantly reducing FOG from the liquid waste stream of a food service establishment or food manufacturer/processor prior to the wastewater entering the municipal sewer system.

"FOG discharger" means an FSE, FM/P, or any other nonresidential user who discharges FOG to the sewer system.

"Food manufacturer/processor (FM/P)" means those manufacturing facilities primarily engaged in manufacturing and/or processing food, either for human or nonhuman (pets, livestock, etc.) consumption. Manufacturers and/or processors include, but are not limited to, dairies; creameries; slaughterhouse, meat processing, and packing facilities; industrial bakeries; condiment producers; salad dressing producers; cooking oil facilities; canning facilities; and any other commercial/industrial facility that discharges FOG into the sewer system.

"Food service establishments (FSE)" means those establishments engaged in the activity of preparing, serving, or otherwise making food available for consumption by the public, which use one or more of the following preparation methods: cooking by frying (all methods), baking (all methods), grilling, sauteing, rotisserie cooking,

broiling (all methods), boiling, blanching, roasting, toasting, infrared heating, searing, barbecuing, and any other method of food preparation that produces or may produce hot, non-drinkable food product in or on a receptacle that requires washing. These establishments include, but are not limited to, restaurants, bakeries, commercial kitchens, caterers, hotels, schools, religious institutions, hospitals, prisons, correctional facilities, and care institutions.

"Grease interceptor" means a structure or device designed for the purpose of removing and preventing fats, oils, and grease from entering the sanitary sewer system. These devices are often below-ground units in outside areas and are built as two or three chamber baffled tanks but could include other types of interceptor units.

"Grease trap" means a device for separating and retaining waterborne greases and grease complexes prior to the exit of the wastewater from the trap and the entry of such wastewater into the sanitary sewer system. Such traps are typically under-the-sink units that are near food preparation areas but could include other types of grease trap units.

"Grab sample" means a sample which is taken from a wastestream without regard to the flow in the wastestream and over a period of time not to exceed fifteen (15) minutes.

"Hazardous waste," as defined by 40 CFR 260 and 261, or a solid waste, or combination of solids, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may:

- (1) Cause, or significantly contribute to an increase in mortality, or an increase in serious irreversible, or incapacitating reversible illness; or
- (2) Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed.

"Indirect discharge" or "discharge" means the introduction of non-domestic pollutants into the POTW from any source regulated under Section 307(b), (c), or (d) of the Act.

"Industrial user" or "user" means a source of indirect discharge.

"Instantaneous maximum allowable discharge limit" means the maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling.

"Interference" means a discharge, which alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal, or significantly increases operations and maintenance costs; or is a cause of a violation of the City of Bartlesville's NPDES/OPDES permit or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued thereunder, or any more stringent state or local regulations: Section 405 of the Act; the Solid Waste Disposal Act, including Title II, commonly referred to as the Resource Conservation and Recovery Act (RCRA); any state regulations contained in any state sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.

"Medical waste" means isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

"New source" means:

- (1) Any building, structure, facility, or installation from which there is (or may be) a discharge of pollutants, the discharge and/or construction of which commenced after the publication of proposed pretreatment standards under Section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:

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- a. The building, structure, facility, or installation is constructed at a site at which no other source is located; or
 - b. The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
 - c. The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.
- (2) Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting the criteria of subsection (1)b. or c. above but otherwise alters, replaces, or adds to existing process or production equipment.
- (3) Construction of a new source as defined under this paragraph has commenced if the owner or operator has:
- a. Begun, or caused to begin, as part of a continuous on-site construction program:
 - 1. Any placement, assembly, or installation of facilities or equipment; or
 - 2. Significant site work including, but not limited to, start of footings or foundation; or
 - b. Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

"Noncontact cooling water" means water used for cooling which does not come into direct contact with any raw material, intermediate product, waste product, or finished product.

"Pass-through" means a discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of violation of any requirement of the City of Bartlesville's NPDES/OPDES permit, including an increase in the magnitude or duration of a violation.

"Person" means any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all federal, state, and local governmental entities.

"pH" means a measure of the acidity or alkalinity of a solution expressed in standard units. pH shall mean the negative logarithm (base 10) of the concentration of hydrogen ions in a solution.

"Pollutant" means dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes, and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).

"Pretreatment" means the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable pretreatment standard.

"Pretreatment requirements" means any substantive or procedural requirement related to pretreatment imposed on a user, other than a pretreatment standard.

"Pretreatment standards" or "standards" means pretreatment standards shall mean prohibited discharge standards, categorical pretreatment standards, and local limits.

"Process wastewater" means any water which, during manufacturing or processing, comes into direct contact with or results from the production of or use of any raw material, intermediate product, finished product, byproduct, or waste product.

"Prohibited discharge standards" or "Prohibited discharges" means absolute prohibitions against the discharge of certain substances; these prohibitions appear in section 20-158.

"Publicly owned treatment works" or "POTW" means a "treatment works," as defined by Section 212 of the Act (33 U.S.C. §1292) which is owned by the City of Bartlesville. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of liquid nature and any conveyances which convey wastewater to a treatment plant.

"Reasonable hours", for the purpose of inspection and sampling, includes any time the user is operating any process that results in wastewater or any time the user is discharging to the POTW.

"Septic tank waste" means any sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

"Shall" is herein defined as mandatory. "May" is discretionary or permissive.

"Sanitary sewage," or "sewage" means human excrement and gray water (household showers, dishwashing operations, etc.).

"Significant industrial user" means:

- (1) A user subject to categorical pretreatment standards; or
- (2) A user that:
 - a. Discharges an average of twenty-five thousand (25,000) gpd or more of process wastewater to the POTW (excluding sanitary sewage, noncontact cooling, and boiler blowdown wastewater);
 - b. Contributes a process waste stream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or
 - c. Is designated as such by the City of Bartlesville on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement.
- (3) Upon a finding that a user meeting the criteria in subsection (2) has no reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement, the City of Bartlesville may at any time, on its own initiative or in response to a petition received from a user, and in accordance with procedures in 40 CFR 403.8(f)(6), determine that such user should not be considered a significant industrial user.

"Slug load" or "slug" means any discharge at a flow rate or concentration which could cause a violation of the prohibited discharge standards in section 20-158 or any discharge of a non-routine, episodic nature, including, but not limited to, an accidental spill or a non-customary batch discharge.

"Standard Industrial Classification (SIC) Code" means a classification pursuant to the Standard Industrial Classification Manual issued by the United States Office of Management and Budget.

"Stormwater" means any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snow melt.

"Suspended solids" means the total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and which is removable by laboratory filtering.

"Tenant responsibility" means where an owner of property leases premises to any other person as a tenant under any rental or lease agreement, if either the owner or the tenant is an industrial user, either or both may be held responsible for compliance with the provisions of this division.

"Toxic pollutant" means one (1) of the pollutants, or combinations of those pollutants, listed as toxic in regulations promulgated by the EPA under provision of Section 307 (33 U.S.C. § 1317) of the Act.

Total Toxic Organics" or "TTO" shall mean total toxic organics as per 40 CFR 433.11 specialized definitions.

"Treatment plant effluent" means any discharge of pollutants from the POTW into the waters of the State.

"User" or "industrial user" means a source of indirect discharge.

"Wastewater" means liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

"Wastewater treatment plant" or "treatment plant" means that portion of the POTW which is designed to provide treatment of municipal sewage and industrial waste.

"Use of the singular" shall be construed to include the plural and the plural shall include the singular as indicated by the context of its use.

(Ord. No. 3392, 7-16-12)

Sec. 20-156.1. Abbreviations.

The following abbreviations, when used in this division, shall have the designated meanings:

· BMP	Best Management Practices
· BOD	Biochemical Oxygen Demand
· CFR	Code of Federal Regulations
· COD	Chemical Oxygen Demand
· EPA	U.S. Environmental Protection Agency
· gpd	gallons per day
· L	Liter
· mg/L	milligrams per liter
· NPDES	National Pollutant Discharge Elimination System
· O&M	Operations and Maintenance
· POTW	Publicly Owned Treatment Works
· RCRA	Resource Conservation and Recovery Act
· SIC	Standard Industrial Classification
· TSS	Total Suspended Solids
· U.S.C.	United States Code
· ODEQ	Oklahoma Department of Environmental Quality
· OPDES	Oklahoma Pollutant Discharge Elimination System

(Ord. No. 3392, 7-16-12)

(Supp. No. 29)

Proposed modifications
are shown in red.

Sec. 20-156.2. Purpose and policy.

This division sets forth uniform requirements for users of the publicly owned treatment works for the City of Bartlesville and enables the city to comply with all applicable state and federal laws, including the Clean Water Act (33 United States Code § 1251 et seq.) and the General Pretreatment Regulations (40 Code of Federal Regulations Part 403). The objectives of this division are:

- (1) To prevent the introduction of pollutants into the publicly owned treatment works that will interfere with its operation;
- (2) To prevent the introduction of pollutants into the publicly owned treatment works that will pass through the publicly owned treatment works, inadequately treated, into receiving waters, or otherwise be incompatible with the publicly owned treatment works;
- (3) To protect both publicly owned treatment works personnel who may be affected by wastewater and sludge in the course of their employment and the general public;
- (4) To promote reuse and recycling of wastewater and sludge from the publicly owned treatment works;
- (5) To enable the City of Bartlesville to comply with its National Pollutant Discharge Elimination System Permit conditions, sludge management plan, and any other federal or state laws pertaining to publicly owned treatment works.

This division shall apply to all users of the publicly owned treatment works. The division authorizes the issuance of wastewater discharge permits; provides for monitoring, compliance, and enforcement activities; establishes administrative review procedures; requires user reporting; and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

(Ord. No. 3392, 7-16-12)

Sec. 20-156.3. Administration.

Except as otherwise provided herein, the director of water utilities shall administer, implement, and enforce the provisions of this division. Any powers granted to or duties imposed upon the director of water utilities may be delegated by the director of water utilities.

(Ord. No. 3392, 7-16-12)

Subdivision B. Sewer Use Requirements

Sec. 20-158.0. Prohibited discharge standards.

- (a) *General prohibitions.* No user shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass-through or interference. These general prohibitions apply to all users of the POTW whether or not they are subject to categorical pretreatment standards or any other national, state, or local pretreatment standards or requirements. The City of Bartlesville adopts, unless otherwise specified or conflicts arise in other portions of this document, limits as specified under "Water Quality Criteria", Table G-3, EPA Guidance Manual on the Development and Implementation of Local Discharge Limitations Under the Pretreatment Program, December 1987.
- (b) *Specific prohibitions.* No user shall introduce or cause to be introduced into the POTW the following pollutants, substances, or wastewater:

(Supp. No. 29)

Proposed modifications
are shown in red.

-
- (1) Pollutants which create a fire or explosive hazard in the POTW, including, but not limited to, wastestreams with a closed-cup flashpoint of less than one hundred forty (140)°F (sixty (60)°C) using the test methods specified in 40 CFR 261.21;
 - (2) Wastewater having a pH less than 5.0, or otherwise causing corrosive structural damage to the POTW or equipment. Wastewater having a pH greater than 12.5 is considered hazardous under 40 CFR 261.22 and its discharge to the collection system is expressly prohibited.
 - (3) Solid or viscous substances in amounts which will cause obstruction of the flow in the POTW resulting in interference but in no case solids too large to pass through a three-fourths inch (¾") in dimension. Prohibited materials include, but are not limited to, animal guts, hide or hair; straw, grass clippings, woods, plastic, mud, glass grinding or polishing wastes.
 - (4) Pollutants, including oxygen-demanding pollutants (BOD, COD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the POTW;
 - (5) Wastewater having a temperature greater than one hundred forty (140)°F (sixty (60)°C), or which will inhibit biological activity in the treatment plant resulting in interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed one hundred four (104)°F (forty (40)°C);
 - (6) Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass-through;
 - (7) Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems;
 - (8) Trucked or hauled pollutants, except at discharge points designated by the director of water utilities in accordance with this division;
 - (9) Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair;
 - (10) Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating Bartlesville's NPDES/OPDES permit;
 - (11) Wastewater containing any radioactive wastes or isotopes except in compliance with applicable state or federal regulations;
 - (12) Stormwater, surface water, groundwater, artesian well water, roof runoff, subsurface drainage, condensate, noncontact cooling water, and unpolluted wastewater, unless specifically authorized by the city or director of water utilities;
 - (13) Sludge, screenings, or other residues from the pretreatment of industrial wastes;
 - (14) Any medical wastes, except as specifically authorized by the director of water utilities in a wastewater discharge permit;
 - (15) Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail a toxicity test;
 - (16) Detergents, surface-active agents, or other substances which may cause excessive foaming in the POTW;
 - (17) Fats, oils, or greases of animal or vegetable origin in concentrations greater than two hundred (200) mg/L, or any congealing liquids;

- (18) Wastewater causing two (2) readings on an explosion hazard meter at the point of discharge into the collection system or POTW, or at any point in the POTW, of more than five (5) percent or any single reading over ten (10) percent of the lower explosive limit of the meter.
- (19) Any material or substance defined as hazardous waste under 40 CFR part 261. Certain exceptions shall be granted by the city if provisions contained in subsections 20-158.0(a) and (b) and [section] 20-166.13 are met.
- (20) Any discharge or slug load at a flow rate or concentration which could cause a violation of the prohibited discharge standards in section 20-158 or any discharge of a non-routine, episodic nature, including, but not limited to, an accidental spill or a non-customary batch discharge.
- (21) Pollutants, substances, or wastewater prohibited by this section shall not be processed or stored in such a manner that they could be discharged to the POTW.
- ~~(22) The term "TTO" shall mean total toxic organics as per 40 CFR 433.11 specialized definitions. Compliance shall be interpreted as TTO-2.13 mg/L. (moved to Sec. 20-156.0. Definitions)~~

(Ord. No. 3392, 7-16-12)

Sec. 20-158.1. Federal categorical pretreatment standards.

The categorical pretreatment standards found at 40 CFR Chapter I, Subchapter N, Parts 405-471 are hereby incorporated.

- (1) Where a categorical pretreatment standard is expressed only in terms of either the mass or the concentration of a pollutant in wastewater, the Director of Water Utilities may impose equivalent concentration or mass limits in accordance with 40 CFR 403.6(c).
- (2) When wastewater subject to a categorical pretreatment standard is mixed with wastewater not regulated by the same standard, the director of water utilities may impose an alternate limit using the combined waste stream formula in 40 CFR 403.6(e).
- (3) A user may obtain a variance from a categorical pretreatment standard if the user can prove, pursuant to the procedural and substantive provisions in 40 CFR 403.13, that factors relating to its discharge are fundamentally different from the factors considered by EPA when developing the categorical pretreatment standard.
- (4) A user may obtain a net gross adjustment to a categorical standard in accordance with 40 CFR 403.15.

(Ord. No. 3392, 7-16-12)

Sec. 20-158.2. Local limits.

The following pollutant limits are established to protect against pass-through and interference. No person shall discharge wastewater containing in excess of the following daily maximum allowable discharge limits:

Arsenic	0.16959 mg/L
Cadmium	0.036663 mg/L
Chromium	3.824410 mg/L
Copper	1.524165 mg/L
Cyanide	0.419664 mg/L
Lead	0.4688 mg/L
Mercury	0.025004 mg/L
Zinc	9.541229 mg/L

(Supp. No. 29)

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Silver	0.174537 mg/L
Nickel	0.964352 mg/L
Oil and Grease Fats, Oil and Grease (FOG)	200.00 mg/L

The above limits apply at the point where the wastewater is discharged to the POTW. All concentrations for metallic substances are for "total" metal concentrations unless indicated otherwise. The director of water utilities may impose mass limitations in addition to, or in place of, the concentration-based limitations above.

(Ord. No. 3392, 7-16-12)

Sec. 20-158.3. Bartlesville's right of revision.

The City of Bartlesville reserves the right to establish, by ordinance or in wastewater discharge permits, more stringent standards or requirements on discharges to the POTW, where such standards are required to conform to the intent of section 20-156.2., purpose and policy.

(Ord. No. 3392, 7-16-12)

Sec. 20-158.4. Dilution.

No user shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable pretreatment standard or requirement. Limitations may be imposed on users who are using dilution to meet applicable pretreatment standards or requirements, or in other cases when the imposition of mass limitations is appropriate.

(Ord. No. 3392, 7-16-12)

Subdivision C. Pretreatment of Wastewater

Sec. 20-160.0. Pretreatment facilities.

Users shall provide wastewater treatment as necessary to comply with this division and shall achieve compliance with all categorical pretreatment standards, local limits, and the prohibitions set out in section 20-158.0 within the time limitations specified by EPA, the state, or the director of water utilities, whichever is more stringent. Any facilities necessary for compliance shall be provided, operated, and maintained at the user's expense. Detailed plans describing such facilities and operating procedures shall be submitted to the director of water utilities for review, and shall be acceptable to the director of water utilities before such facilities are constructed. The review of such plans and operating procedures shall in no way relieve the user from the responsibility of modifying such facilities as necessary to produce a discharge acceptable to the City of Bartlesville under the provisions of this division.

(Ord. No. 3392, 7-16-12)

Sec. 20-160.1. Additional pretreatment measures.

- (a) Whenever deemed necessary, the director of water utilities may require users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate

(Supp. No. 29)

Proposed modifications are shown in red.

and/or consolidate points of discharge, separate sewage waste streams from industrial waste streams, and such other conditions as may be necessary to protect the POTW and determine the user's compliance with the requirements of this division.

(b) **FOG Control and Management:**

1. Grease, oil, and sand interceptors shall be provided, when it is found that an existing user does not comply with provisions of [subsection 20-158.0.(b)(3) and/or 20-158.0.(b)(17) or when necessary for the proper handling of wastewater containing excessive amounts of fats, oils, grease, or sand per city plumbing code. All interception units shall be of type and capacity to be in accord with the City adopted Plumbing code and shall be located to be easily accessible for cleaning and inspection. Such interceptors shall be inspected, cleaned and repaired regularly, as needed, by the user at their expense. Such interceptors shall not be required for residential users.
2. FSE and FM/P Sources. Food services establishment and food manufacturer/processing facilities shall be subjected to the following requirements.
 - a. Existing Facilities with Grease Trap and/or Grease interceptor in place. Existing FSE and FM/P facilities shall maintain and operate grease trap(s) and/or grease interceptor(s) in accordance with manufacturer's recommendations and follow normally accepted industry practices.
 - i. FSE and FM/P facilities shall document and retain a waste service manifest detailing the waste hauler's contact and business address (if applicable), date of service, amount of grease waste removed (gallons), condition of interceptor or trap, if interceptor or trap was cleaned during service and if any graywater was returned to the interceptor or trap. No removed waste or brown grease may be returned to the trap, interceptor or collection system.
 - ii. Waste service manifests shall be kept on site for a period of minimum 3 years from the date of service and made available for inspection by the City, or their designee, during business hours.
 - iii. The waste hauler shall be licensed by the jurisdictional regulatory authorities.
 - b. Existing Facilities without Grease Trap and/or Grease Interceptor. Existing facilities without a grease trap and/or grease interceptor shall, as a minimum, have a documented effective Best Management Practice (BMP) to control and manage FOG discharge to the sanitary sewer system. The BMP shall be kept on site and made available for review by the City, or their designee during business hours.
 - i. An existing facility may be required to install a grease trap and/or interceptor if, in the opinion of the Director, such measure is necessary to address the City's sanitary sewer overflow control program, or to mitigate FOG deposits in the receiving sanitary collection system/POTW.
 1. If an existing facility is required to install a grease trap and/or interceptor, the Director shall notify the facility in writing ("notification date"). The facility shall submit a written response to the Director within 45 days from the "notification date" with the proposed grease trap and/or interceptor meeting the size, location and accessibility requirements stipulated in 20-160.1 (b)(1) above. The facility shall complete construction of the new grease trap and/or interceptor within 180 days from the "notification date" unless a written extension is provided by the Director.

- c. **New Facilities.** All new FSE and FM/P facilities shall install and operate adequately sized grease trap(s) and/or grease interceptor(s) prior to facility operation. Operation and maintenance of the grease trap or grease interceptor shall be in accordance with Section 20-158.2(b), sub section 2(a).
- d. **Variance from the FOG Control Requirements.**
 - i. An FSE or FM/P may request that the Director grant a variance from the grease interceptor requirement to allow alternative FOG control device in lieu of a grease interceptor. Approval of the variance request is at the sole discretion of the Director. The FSE or FM/P must demonstrate that the alternative equals or exceeds the effectiveness of a grease interceptor or that it is impossible or impracticable to install, operate or maintain a grease interceptor and that the proposed alternative is sufficient to control FOG discharge to less than the local limit specified in Section 20-158.2. In order to obtain a variance, an FSE or FM/P shall demonstrate at least one of the following:
 1. There is no adequate slope for gravity flow between kitchen plumbing fixtures and the grease interceptor and/or between the grease interceptor and the private sewer lines or the public sewer.
 2. It is impossible or impracticable to install, operate and maintain a grease interceptor.
 3. The alternative FOG control device is equally or more effective than a grease interceptor in controlling FOG discharge.
 4. Operation of the facilities is seasonal in nature such as during fairs and special occasions generally lasting no more than 15 calendar days in a year.

- (c) Users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter.
- (d) At no time shall two (2) readings on an explosion hazard meter at the point of discharge into the POTW, or at any point in the POTW, be more than five (5) percent nor any single reading over ten (10) percent of the lower explosive limit (LEL) of the meter.

(Ord. No. 3392, 7-16-12)

Sec. 20-160.2. Accidental discharge/slug control plans.

At least once every two (2) years, the director of water utilities shall evaluate whether each significant industrial user needs an accidental discharge/slug control plan or other action to control slug discharges. For industrial users identified as significant prior to November 14, 2005, this evaluation must have been conducted at least once by October 14, 2006; additional significant industrial users must be evaluated within one (1) year of being designated a significant industrial user. For purposes of this subsection, a slug discharge is any discharge of a non-routine, episodic nature, including, but not limited to, an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause interference or pass-through, or any other way violate the POTW's regulations, local limits or permit conditions. The results of such activities shall be available to the approval authority upon request. Significant industrial users are required to notify the POTW immediately of any changes at its facility affecting the potential for a slug discharge. If the POTW decides that a slug control plan is needed, the plan shall contain, at a minimum the following elements:

- (1) Description of discharge practices, including non-routine batch discharges;

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- (2) Description of stored chemicals;
 - (3) Procedures for immediately notifying the director of water utilities of any accidental or slug discharge, as required by section 20-166.2 of this division; and
 - (4) Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.

(Ord. No. 3392, 7-16-12)

Sec. 20-160.3. Hauled wastewater.

- (a) Septic tank waste may be introduced into the POTW only at locations designated by the director of water utilities, and at such times as are established by the director of water utilities. Such waste shall not violate subdivision C of this division or any other requirements established by the City of Bartlesville. The director of water utilities may require septic tank waste haulers to obtain wastewater discharge permits and performance bonding as provided in section 20-178.0.
- (b) The director of water utilities shall require haulers of industrial waste to obtain wastewater discharge permits. The director of water utilities may require generators of hauled industrial waste to obtain wastewater discharge permits. The director of water utilities also may prohibit the disposal of hauled industrial waste. The discharge of hauled industrial waste is subject to all other requirements of this division.
- (c) Industrial waste haulers may discharge loads only at locations designated by the director of water utilities. No load may be discharged without prior consent of the director of water utilities. The director of water utilities may collect and/or require analysis of samples of each hauled load to ensure compliance with applicable standards. The director of water utilities may require the industrial waste hauler to provide a waste analysis of any load prior to discharge.
- (d) Industrial waste haulers must provide a waste-tracking form for every load. This form shall include, at a minimum, the name and address of the industrial waste hauler, permit number, truck identification, names and addresses of sources of waste, and volume and characteristics of waste. The form shall identify the type of industry, known or suspected waste constituents, and whether any wastes are RCRA hazardous wastes.

(Ord. No. 3392, 7-16-12)

Subdivision D. Wastewater Discharge Permit Application

Sec. 20-162.0. Wastewater survey.

When requested by the director of water utilities, a user must submit or update information on the nature and characteristics of its wastewater within thirty (30) days of the request and/or prior to commencing user discharge. The director of water utilities is authorized to prepare a survey form for this purpose and may periodically require current users to update their information. Failure to complete the survey shall be reasonable grounds for terminating service to the industrial user and shall be considered a violation of this division.

(Ord. No. 3392, 7-16-12)

(Supp. No. 29)

Proposed modifications
are shown in red.

Sec. 20-162.1. Wastewater discharge permit requirement.

- (a) No significant industrial user shall discharge wastewater into the POTW without first obtaining a wastewater discharge permit from the director of water utilities, except that a significant industrial user that has filed a timely application pursuant to section 20-164.7 may continue to discharge for the time period specified therein.
- (b) The director of water utilities may require other users to obtain wastewater discharge permits as necessary to carry out the purposes of this division.
- (c) The city retains the right to initiate headworks loading distribution. This distribution shall be allocated on an interim basis, not to exceed three hundred sixty-five (365) days, on a case-by-case basis when it is demonstrated that a special need exists and that it can also be technically demonstrated that spare capacity exists.

The city would utilize this headworks loading distribution to assist new industries to quickly come into compliance and to assist existing industries when making significant plant modifications, increasing capacity or making major repairs to return to compliance within the time allotted.

In order for an industry to be granted this special allocation, said industry would have to petition the city and show cause why an emergency need exists for this special dispensation. Then the industry would be required to present detailed plans using best available technology as to how this temporary situation would be resolved. Authorization of temporary headworks loading distribution shall only be granted by action of city council.

- (d) The city may at its discretion grant an industry up to three (3) years from approval date of this division to come into compliance with the new limits. The industry would have to demonstrate on a yearly basis sufficient reduction of discharges of pollutant(s) to meet compliance in the allotted time frame. The industry could choose one (1) of the following schedules: Three (3) years, thirty-three and one-third (33¼) percent reduction per year, two (2) years, fifty (50) percent reduction per year, or one (1) year, one hundred (100) percent reduction at year end.

(Ord. No. 3392, 7-16-12)

Sec. 20-162.2. Wastewater discharge permitting: existing connections.

Any user required to obtain a wastewater discharge permit who was discharging wastewater into the POTW prior to the effective date of this division and who wishes to continue such discharges in the future, shall, within ninety (90) days after said date, apply to the director of water utilities for a wastewater discharge permit in accordance with section 20-162.5, and shall not cause or allow discharges to the POTW to continue after one hundred and eighty (180) days of the effective date of this division except in accordance with a wastewater discharge permit issued by the director of water utilities. In the case that a hardship can be shown by the user, he may petition city council through the director of water utilities for a reasonable extension to the provisions of this section.

(Ord. No. 3392, 7-16-12)

Sec. 20-162.3. Same: new connections.

Any user required to obtain a wastewater discharge permit who proposes to begin or recommence discharging into the POTW must obtain such permit prior to the beginning or recommencing of such discharge. An application for this wastewater discharge permit, in accordance with section 20-162.5, must be filed at least ninety (90) days prior to the date upon which any discharge will begin or recommence.

(Supp. No. 29)

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(Ord. No. 3392, 7-16-12)

Sec. 20-162.4. Wastewater dischargers permitting extra jurisdictional industrial users.

- (a) Any existing significant industrial user located beyond the city limits shall submit a wastewater discharge permit application, in accordance with section 20-162.5 below, within ninety (90) days of the effective date of this division. Where practical, new significant industrial users located beyond the city limits shall submit such applications to the director of water utilities one hundred and eighty (180) days prior to any proposed discharge into the POTW.
- (b) Alternately, the city may enter into an agreement with the neighboring jurisdiction in which the significant industrial user is located to provide for the implementation and enforcement of pretreatment program requirements against said industrial user.

(Ord. No. 3392, 7-16-12)

Sec. 20-162.5. Wastewater discharge permit application contents.

All users required to obtain a wastewater discharge permit must submit a permit application. The director of water utilities may require all users to submit as part of an application the following information:

- (1) Description of activities, facilities, and plant processes on the premises, including a list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the POTW;
- (2) Number and type of employees, hours of operation, and proposed or actual hours of operation;
- (3) Each product produced by type, amount, process or processes, and rate of production;
- (4) Type the amount of raw materials processed (average and maximum per day);
- (5) Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, and appurtenances by size, location and elevation, and all points of discharge;
- (6) Time and duration of discharges; and
- (7) Any other information as may be deemed necessary by the director of water utilities to evaluate the wastewater discharge permit application.
- (8) Applications from FSE and FM/P shall also include information for FOG management and control as required in Sec. 20-160.1.

Incomplete or inaccurate applications will not be processed and will be returned to the user for revision.

(Ord. No. 3392, 7-16-12)

Sec. 20-162.6. Application signatories and certification.

All wastewater discharge permit applications and user reports must be signed by an authorized representative of the user and contain the following certification statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best

(Supp. No. 29)

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of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

(Ord. No. 3392, 7-16-12)

Sec. 20-162.7. Wastewater discharge permit decisions.

The director of water utilities will evaluate the data furnished by the user and may require additional information. Within ninety (90) days of receipt of a complete wastewater discharge permit application, the director of water utilities will determine whether or not to issue a wastewater discharge permit. The director of water utilities may for good cause deny any application for a wastewater discharge permit.

(Ord. No. 3392, 7-16-12)

AN ORDINANCE AMENDING CHAPTER 20, SECTION 20-156 THROUGH 20-162 OF THE BARTLESVILLE MUNICIPAL CODE PERTAINING TO SEWER USE PRETREATMENT STANDARDS

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

That Chapter 20-156 through Chapter 20-162 pertaining to the sewer use pretreatment standards be amended to read as follows:

Subdivision A. – General Provisions

Sec. 20-156.0. Definitions.

Unless a provision explicitly states otherwise, the following terms and phrases, as used in this division, shall have the meanings hereinafter designated.

"Act" or "the Act" means the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. § 1251 et seq.

"Approval authority" means the USEPA Region VI, Regional Administrator, located at Suite 1200, 1445 Ross Ave., Dallas, TX 75202 — 2733; or his/her designee; or the Oklahoma Department of Environmental Quality upon delegation of the NPDES/OPDES Program.

"Authorized representative" or "industrial user" means:

- (1) An authorized representative of an industrial user which may be a principal executive officer of at least the level of vice-president, or his/her authorized designee.
- (2) If the industrial user is a corporation; a general partner or proprietor if the industrial user is a partnership or proprietorship, respectively; a duly-authorized representative of the individual designated above if such representative is responsible for the overall operation of the facilities from which the indirect discharge originates, or his/her authorized designee.
- (3) If the user is a federal, state, or local governmental facility: a Director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.

"Best management practices" or "BMP" are operational and management procedures that are designed to prevent pollutants from entering a facility's waste stream or from reaching a discharge point to a POTW. BMPs may include schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in Sec. 20-158.0. BMPs include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage or recognized industry practices. For food services establishment, BMPs refer to methods and techniques used by food service establishments and food manufacturers/processors and other facilities that may have an impact on the sewer system by the deposition of fats, oil and grease, to prevent or minimize the deposition of fats, oils, and

grease from cooking, baking, processing, manufacturing, and other processes in private sewer laterals and public sewer lines, structures, and wastewater treatment facilities.

"Biochemical oxygen demand" or "BOD" means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at twenty (20)° Centigrade, usually expressed as a concentration (e.g., mg/L).

"Brown grease" means fats, oils, and greases (FOG) and food solids that are retained in and removed from FOG control devices most commonly serving food service establishments, institutions with commercial kitchens, and industrial food manufacturers/processors. Brown grease is generally considered unsuitable for reuse in most applications.

"Categorical pretreatment standard" or "categorical standard" means any regulation containing pollutant discharge limits promulgated by EPA in accordance with Sections 307(b) and (c) of the Act (33 U.S.C. § 1317) which apply to a specific category of users and which appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.

"City" means the City of Bartlesville, employees or agents acting under the direction of the City council.

"Color" means the optical density at the visual wavelength of maximum absorption, relative to distilled water. One hundred (100) percent transmittance is equivalent to zero (0.0) optical density.

"Composite sample" means the sample resulting from the combination of individual wastewater samples taken at selected intervals based on an increment of either flow or time.

"Control authority" means the City of Bartlesville, as defined herein above.

"Director of Water Utilities" means the person designated by the City of Bartlesville to supervise the operation of the POTW, and who is charged with certain duties and responsibilities by this ordinance, or a duly-authorized representative.

"Direct discharge" means the discharge of treated or untreated wastewater directly to the waters of the State of Oklahoma.

"Environmental Protection Agency" or "EPA" means the U.S. Environmental Protection Agency or, where appropriate, the regional water management division Director, or other duly-authorized official of said agency.

"Existing source" means any source of discharge, the construction or operation of which commenced prior to the publication by EPA of proposed categorical pretreatment standards, which will be applicable to such source if the standard is thereafter promulgated in accordance with Section 307 of the Act.

"Fats, oils, and greases (FOG)" means organic polar compounds derived from animal and/or plant sources that contain multiple carbon chain triglyceride molecules. These substances are detectable and measurable using analytical test procedures established in the United States Code of Federal Regulations 40 CFR 136, as may be amended from time to time. All are sometimes referred to herein as "grease" or "greases."

“FOG control device” means a control device for removing or significantly reducing FOG from the liquid waste stream of a food service establishment or food manufacturer/processor prior to the wastewater entering the municipal sewer system.

“FOG discharger” means an FSE, FM/P, or any other nonresidential user who discharges FOG to the sewer system.

“Food manufacturer/processor (FM/P)” means those manufacturing facilities primarily engaged in manufacturing and/or processing food, either for human or nonhuman (pets, livestock, etc.) consumption. Manufacturers and/or processors include, but are not limited to, dairies; creameries; slaughterhouse, meat processing, and packing facilities; industrial bakeries; condiment producers; salad dressing producers; cooking oil facilities; canning facilities; and any other commercial/industrial facility that discharges FOG into the sewer system.

“Food service establishments (FSE)” means those establishments engaged in the activity of preparing, serving, or otherwise making food available for consumption by the public, which use one or more of the following preparation methods: cooking by frying (all methods), baking (all methods), grilling, sauteing, rotisserie cooking, broiling (all methods), boiling, blanching, roasting, toasting, infrared heating, searing, barbecuing, and any other method of food preparation that produces or may produce hot, non-drinkable food product in or on a receptacle that requires washing. These establishments include, but are not limited to, restaurants, bakeries, commercial kitchens, caterers, hotels, schools, religious institutions, hospitals, prisons, correctional facilities, and care institutions.

“Grease interceptor” means a structure or device designed for the purpose of removing and preventing fats, oils, and grease from entering the sanitary sewer system. These devices are often below-ground units in outside areas and are built as two or three chamber baffled tanks but could include other types of interceptor units.

“Grease trap” means a device for separating and retaining waterborne greases and grease complexes prior to the exit of the wastewater from the trap and the entry of such wastewater into the sanitary sewer system. Such traps are typically under-the-sink units that are near food preparation areas but could include other types of grease trap units.

"Grab sample" means a sample which is taken from a wastestream without regard to the flow in the wastestream and over a period of time not to exceed fifteen (15) minutes.

"Hazardous waste," as defined by 40 CFR 260 and 261, or a solid waste, or combination of solids, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may:

- (1) Cause, or significantly contribute to an increase in mortality, or an increase in serious irreversible, or incapacitating reversible illness; or
- (2) Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed.

"Indirect discharge" or "discharge" means the introduction of non-domestic pollutants into the POTW from any source regulated under Section 307(b), (c), or (d) of the Act.

"Industrial user" or "user" means a source of indirect discharge.

"Instantaneous maximum allowable discharge limit" means the maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling.

"Interference" means a discharge, which alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal, or significantly increases operations and maintenance costs; or is a cause of a violation of the City of Bartlesville's NPDES/OPDES permit or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued thereunder, or any more stringent state or local regulations: Section 405 of the Act; the Solid Waste Disposal Act, including Title II, commonly referred to as the Resource Conservation and Recovery Act (RCRA); any state regulations contained in any state sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.

"Medical waste" means isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

"New source" means:

- (1) Any building, structure, facility, or installation from which there is (or may be) a discharge of pollutants, the discharge and/or construction of which commenced after the publication of proposed pretreatment standards under Section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:
 - a. The building, structure, facility, or installation is constructed at a site at which no other source is located; or
 - b. The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
 - c. The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.
- (2) Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting the criteria of subsection (1)b. or c. above but otherwise alters, replaces, or adds to existing process or production equipment.

- (3) Construction of a new source as defined under this paragraph has commenced if the owner or operator has:
- a. Begun, or caused to begin, as part of a continuous on-site construction program:
 - 1. Any placement, assembly, or installation of facilities or equipment; or
 - 2. Significant site work including, but not limited to, start of footings or foundation; or
 - b. Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

"Noncontact cooling water" means water used for cooling which does not come into direct contact with any raw material, intermediate product, waste product, or finished product.

"Pass-through" means a discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of violation of any requirement of the City of Bartlesville's NPDES/OPDES permit, including an increase in the magnitude or duration of a violation.

"Person" means any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all federal, state, and local governmental entities.

"pH" means a measure of the acidity or alkalinity of a solution expressed in standard units. pH shall mean the negative logarithm (base 10) of the concentration of hydrogen ions in a solution.

"Pollutant" means dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes, and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).

"Pretreatment" means the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable pretreatment standard.

"Pretreatment requirements" means any substantive or procedural requirement related to pretreatment imposed on a user, other than a pretreatment standard.

"Pretreatment standards" or "standards" means pretreatment standards shall mean prohibited discharge standards, categorical pretreatment standards, and local limits.

"Process wastewater" means any water which, during manufacturing or processing, comes into direct contact with or results from the production of or use of any raw material, intermediate product, finished product, byproduct, or waste product.

"Prohibited discharge standards" or "Prohibited discharges" means absolute prohibitions against the discharge of certain substances; these prohibitions appear in section 20-158.

"Publicly owned treatment works" or "POTW" means a "treatment works," as defined by Section 212 of the Act (33 U.S.C. §1292) which is owned by the City of Bartlesville. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of liquid nature and any conveyances which convey wastewater to a treatment plant.

"Reasonable hours", for the purpose of inspection and sampling, includes any time the user is operating any process that results in wastewater or any time the user is discharging to the POTW.

"Septic tank waste" means any sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

"Shall" is herein defined as mandatory. "May" is discretionary or permissive.

"Sanitary sewage," or "sewage" means human excrement and gray water (household showers, dishwashing operations, etc.).

"Significant industrial user" means:

- (1) A user subject to categorical pretreatment standards; or
- (2) A user that:
 - a. Discharges an average of twenty-five thousand (25,000) gpd or more of process wastewater to the POTW (excluding sanitary sewage, noncontact cooling, and boiler blowdown wastewater);
 - b. Contributes a process waste stream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or
 - c. Is designated as such by the City of Bartlesville on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement.
- (3) Upon a finding that a user meeting the criteria in subsection (2) has no reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement, the City of Bartlesville may at any time, on its own initiative or in response to a petition received from a user, and in accordance with procedures in 40 CFR 403.8(f)(6), determine that such user should not be considered a significant industrial user.

"Slug load" or "slug" means any discharge at a flow rate or concentration which could cause a violation of the prohibited discharge standards in section 20-158 or any discharge of a

non-routine, episodic nature, including, but not limited to, an accidental spill or a non-customary batch discharge.

"Standard Industrial Classification (SIC) Code" means a classification pursuant to the Standard Industrial Classification Manual issued by the United States Office of Management and Budget.

"Stormwater" means any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snow melt.

"Suspended solids" means the total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and which is removable by laboratory filtering.

"Tenant responsibility" means where an owner of property leases premises to any other person as a tenant under any rental or lease agreement, if either the owner or the tenant is an industrial user, either or both may be held responsible for compliance with the provisions of this division.

"Toxic pollutant" means one (1) of the pollutants, or combinations of those pollutants, listed as toxic in regulations promulgated by the EPA under provision of Section 307 (33 U.S.C. § 1317) of the Act.

Total Toxic Organics" or "TTO" shall mean total toxic organics as per 40 CFR 433.11 specialized definitions.

"Treatment plant effluent" means any discharge of pollutants from the POTW into the waters of the State.

"User" or "industrial user" means a source of indirect discharge.

"Wastewater" means liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

"Wastewater treatment plant" or "treatment plant" means that portion of the POTW which is designed to provide treatment of municipal sewage and industrial waste.

"Use of the singular" shall be construed to include the plural and the plural shall include the singular as indicated by the context of its use.

Sec. 20-156.1. Abbreviations.

The following abbreviations, when used in this division, shall have the designated meanings:

- BMP	Best Management Practices
· BOD	Biochemical Oxygen Demand
· CFR	Code of Federal Regulations
· COD	Chemical Oxygen Demand
· EPA	U.S. Environmental Protection Agency
· gpd	gallons per day
· L	Liter
· mg/L	milligrams per liter
· NPDES	National Pollutant Discharge Elimination System
· O&M	Operations and Maintenance
· POTW	Publicly Owned Treatment Works
· RCRA	Resource Conservation and Recovery Act
· SIC	Standard Industrial Classification
· TSS	Total Suspended Solids
· U.S.C.	United States Code
· ODEQ	Oklahoma Department of Environmental Quality
· OPDES	Oklahoma Pollutant Discharge Elimination System

Sec. 20-156.2. Purpose and policy.

This division sets forth uniform requirements for users of the publicly owned treatment works for the City of Bartlesville and enables the City to comply with all applicable state and federal laws, including the Clean Water Act (33 United States Code § 1251 et seq.) and the General Pretreatment Regulations (40 Code of Federal Regulations Part 403). The objectives of this division are:

- (1) To prevent the introduction of pollutants into the publicly owned treatment works that will interfere with its operation;
- (2) To prevent the introduction of pollutants into the publicly owned treatment works that will pass through the publicly owned treatment works, inadequately treated, into receiving waters, or otherwise be incompatible with the publicly owned treatment works;
- (3) To protect both publicly owned treatment works personnel who may be affected by wastewater and sludge in the course of their employment and the general public;
- (4) To promote reuse and recycling of wastewater and sludge from the publicly owned treatment works;

- (5) To enable the City of Bartlesville to comply with its National Pollutant Discharge Elimination System Permit conditions, sludge management plan, and any other federal or state laws pertaining to publicly owned treatment works.

This division shall apply to all users of the publicly owned treatment works. The division authorizes the issuance of wastewater discharge permits; provides for monitoring, compliance, and enforcement activities; establishes administrative review procedures; requires user reporting; and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

Sec. 20-156.3. Administration.

Except as otherwise provided herein, the Director of water utilities shall administer, implement, and enforce the provisions of this division. Any powers granted to or duties imposed upon the Director of water utilities may be delegated by the Director of water utilities.

Subdivision B. Sewer Use Requirements

Sec. 20-158.0. Prohibited discharge standards.

- (a) *General prohibitions.* No user shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass-through or interference. These general prohibitions apply to all users of the POTW whether or not they are subject to categorical pretreatment standards or any other national, state, or local pretreatment standards or requirements. The City of Bartlesville adopts, unless otherwise specified or conflicts arise in other portions of this document, limits as specified under "Water Quality Criteria", Table G-3, EPA Guidance Manual on the Development and Implementation of Local Discharge Limitations Under the Pretreatment Program, December 1987.
- (b) *Specific prohibitions.* No user shall introduce or cause to be introduced into the POTW the following pollutants, substances, or wastewater:
 - (1) Pollutants which create a fire or explosive hazard in the POTW, including, but not limited to, wastestreams with a closed-cup flashpoint of less than one hundred forty (140)°F (sixty (60)°C) using the test methods specified in 40 CFR 261.21;
 - (2) Wastewater having a pH less than 5.0, or otherwise causing corrosive structural damage to the POTW or equipment. Wastewater having a pH greater than 12.5 is considered hazardous under 40 CFR 261.22 and its discharge to the collection system is expressly prohibited.
 - (3) Solid or viscous substances in amounts which will cause obstruction of the flow in the POTW resulting in interference but in no case solids too large to pass through a three-fourths inch ($\frac{3}{4}$ ") in dimension. Prohibited materials include, but are not limited to, animal guts, hide or hair; straw, grass clippings, woods, plastic, mud, glass grinding or polishing wastes.

- (4) Pollutants, including oxygen-demanding pollutants (BOD, COD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the POTW;
- (5) Wastewater having a temperature greater than one hundred forty (140)°F (sixty (60)°C), or which will inhibit biological activity in the treatment plant resulting in interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed one hundred four (104)°F (forty (40)°C);
- (6) Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass-through;
- (7) Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems;
- (8) Trucked or hauled pollutants, except at discharge points designated by the Director of water utilities in accordance with this division;
- (9) Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair;
- (10) Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating Bartlesville's NPDES/OPDES permit;
- (11) Wastewater containing any radioactive wastes or isotopes except in compliance with applicable state or federal regulations;
- (12) Stormwater, surface water, groundwater, artesian well water, roof runoff, subsurface drainage, condensate, noncontact cooling water, and unpolluted wastewater, unless specifically authorized by the City or Director of Water Utilities;
- (13) Sludge, screenings, or other residues from the pretreatment of industrial wastes;
- (14) Any medical wastes, except as specifically authorized by the Director of water utilities in a wastewater discharge permit;
- (15) Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail a toxicity test;
- (16) Detergents, surface-active agents, or other substances which may cause excessive foaming in the POTW;
- (17) Fats, oils, or greases of animal or vegetable origin in concentrations greater than two hundred (200) mg/L, or any congealing liquids;
- (18) Wastewater causing two (2) readings on an explosion hazard meter at the point of discharge into the collection system or POTW, or at any point in the POTW, of more

than five (5) percent or any single reading over ten (10) percent of the lower explosive limit of the meter.

- (19) Any material or substance defined as hazardous waste under 40 CFR part 261. Certain exceptions shall be granted by the City if provisions contained in subsections 20-158.0(a) and (b) and [section] 20-166.13 are met.
- (20) Any discharge or slug load at a flow rate or concentration which could cause a violation of the prohibited discharge standards in section 20-158 or any discharge of a non-routine, episodic nature, including, but not limited to, an accidental spill or a non-customary batch discharge.
- (21) Pollutants, substances, or wastewater prohibited by this section shall not be processed or stored in such a manner that they could be discharged to the POTW.

Sec. 20-158.1. Federal categorical pretreatment standards.

The categorical pretreatment standards found at 40 CFR Chapter I, Subchapter N, Parts 405-471 are hereby incorporated.

- (1) Where a categorical pretreatment standard is expressed only in terms of either the mass or the concentration of a pollutant in wastewater, the Director of Water Utilities may impose equivalent concentration or mass limits in accordance with 40 CFR 403.6(c).
- (2) When wastewater subject to a categorical pretreatment standard is mixed with wastewater not regulated by the same standard, the Director of Water Utilities may impose an alternate limit using the combined waste stream formula in 40 CFR 403.6(e).
- (3) A user may obtain a variance from a categorical pretreatment standard if the user can prove, pursuant to the procedural and substantive provisions in 40 CFR 403.13, that factors relating to its discharge are fundamentally different from the factors considered by EPA when developing the categorical pretreatment standard.
- (4) A user may obtain a net gross adjustment to a categorical standard in accordance with 40 CFR 403.15.

Sec. 20-158.2. Local limits.

The following pollutant limits are established to protect against pass-through and interference. No person shall discharge wastewater containing in excess of the following daily maximum allowable discharge limits:

Arsenic	0.16959 mg/L
Cadmium	0.036663 mg/L
Chromium	3.824410 mg/L
Copper	1.524165 mg/L
Cyanide	0.419664 mg/L

Lead	0.4688 mg/L
Mercury	0.025004 mg/L
Zinc	9.541229 mg/L
Silver	0.174537 mg/L
Nickel	0.964352 mg/L
Fats, Oil and Grease (FOG)	200.00 mg/L

The above limits apply at the point where the wastewater is discharged to the POTW. All concentrations for metallic substances are for "total" metal concentrations unless indicated otherwise. The Director of Water Utilities may impose mass limitations in addition to, or in place of, the concentration-based limitations above.

Sec. 20-158.3. Bartlesville's right of revision.

The City of Bartlesville reserves the right to establish, by ordinance or in wastewater discharge permits, more stringent standards or requirements on discharges to the POTW, where such standards are required to conform to the intent of section 20-156.2., purpose and policy.

Sec. 20-158.4. Dilution.

No user shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable pretreatment standard or requirement. Limitations may be imposed on users who are using dilution to meet applicable pretreatment standards or requirements, or in other cases when the imposition of mass limitations is appropriate.

Subdivision C. Pretreatment of Wastewater

Sec. 20-160.0. Pretreatment facilities.

Users shall provide wastewater treatment as necessary to comply with this division and shall achieve compliance with all categorical pretreatment standards, local limits, and the prohibitions set out in section 20-158.0 within the time limitations specified by EPA, the state, or the Director of Water Utilities, whichever is more stringent. Any facilities necessary for compliance shall be provided, operated, and maintained at the user's expense. Detailed plans describing such facilities and operating procedures shall be submitted to the Director of Water Utilities for review, and shall be acceptable to the Director of Water Utilities before such facilities are constructed. The review of such plans and operating procedures shall in no way relieve the user from the responsibility of modifying such facilities as necessary to produce a discharge acceptable to the City of Bartlesville under the provisions of this division.

Sec. 20-160.1. Additional pretreatment measures.

- (a) Whenever deemed necessary, the Director of Water Utilities may require users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage waste streams from industrial waste streams, and such other conditions as may be necessary to protect the POTW and determine the user's compliance with the requirements of this division.
- (b) FOG Control and Management:
 - 1. Grease, oil, and sand interceptors shall be provided, when it is found that an existing user does not comply with provisions of [subsection 20-158.0.(b)(3) and/or 20-158.0.(b)(17) or when necessary for the proper handling of wastewater containing excessive amounts of fats, oils, grease, or sand per City plumbing code. All interception units shall be of type and capacity to be in accord with the City adopted Plumbing code and shall be located to be easily accessible for cleaning and inspection. Such interceptors shall be inspected, cleaned and repaired regularly, as needed, by the user at their expense. Such interceptors shall not be required for residential users.
 - 2. FSE and FM/P Sources. Food services establishment and food manufacturer/processing facilities shall be subjected to the following requirements.
 - a. Existing Facilities with Grease Trap and/or Grease interceptor in place. Existing FSE and FM/P facilities shall maintain and operate grease trap(s) and/or grease interceptor(s) in accordance with manufacturer's recommendations and follow normally accepted industry practices.
 - i. FSE and FM/P facilities shall document and retain a waste service manifest detailing the waste hauler's contact and business address (if applicable), date of service, amount of grease waste removed (gallons), condition of interceptor or trap, if interceptor or trap was cleaned during service and if any graywater was returned to the interceptor or trap. No removed waste or brown grease may be returned to the trap, interceptor or collection system.
 - ii. Waste service manifests shall be kept on site for a period of minimum 3 years from the date of service and made available for inspection by the City, or their designee, during business hours.
 - iii. The waste hauler shall be licensed by the jurisdictional regulatory authorities.
 - b. Existing Facilities without Grease Trap and/or Grease Interceptor. Existing facilities without a grease trap and/or grease interceptor shall, as a minimum, have a documented effective Best Management Practice (BMP)

to control and manage FOG discharge to the sanitary sewer system. The BMP shall be kept on site and made available for review by the City, or their designee during business hours.

- i. An existing facility may be required to install a grease trap and/or interceptor if, in the opinion of the Director, such measure is necessary to address the City's sanitary sewer overflow control program, or to mitigate FOG deposits in the receiving sanitary collection system/POTW.
 1. If an existing facility is required to install a grease trap and/or interceptor, the Director shall notify the facility in writing ("notification date"). The facility shall submit a written response to the Director within 45 days from the "notification date" with the proposed grease trap and/or interceptor meeting the size, location and accessibility requirements stipulated in 20-160.1 (b)(1) above. The facility shall complete construction of the new grease trap and/or interceptor within 180 days from the "notification date" unless a written extension is provided by the Director.
- c. New Facilities. All new FSE and FM/P facilities shall install and operate adequately sized grease trap(s) and/or grease interceptor(s) prior to facility operation. Operation and maintenance of the grease trap or grease interceptor shall be in accordance with Section 20-158.2(b), sub section 2(a).
- d. Variance from the FOG Control Requirements.
 - i. An FSE or FM/P may request that the Director grant a variance from the grease interceptor requirement to allow alternative FOG control device in lieu of a grease interceptor. Approval of the variance request is at the sole discretion of the Director. The FSE or FM/P must demonstrate that the alternative equals or exceeds the effectiveness of a grease interceptor or that it is impossible or impracticable to install, operate or maintain a grease interceptor and that the proposed alternative is sufficient to control FOG discharge to less than the local limit specified in Section 20-158.2. In order to obtain a variance, an FSE or FM/P shall demonstrate at least one of the following:
 1. There is no adequate slope for gravity flow between kitchen plumbing fixtures and the grease interceptor and/or between the grease interceptor and the private sewer lines or the public sewer.
 2. It is impossible or impracticable to install, operate and maintain a grease interceptor.

3. The alternative FOG control device is equally or more effective than a grease interceptor in controlling FOG discharge.
 4. Operation of the facilities is seasonal in nature such as during fairs and special occasions generally lasting no more than 15 calendar days in a year.
- (c) Users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter.
- (d) At no time shall two (2) readings on an explosion hazard meter at the point of discharge into the POTW, or at any point in the POTW, be more than five (5) percent nor any single reading over ten (10) percent of the lower explosive limit (LEL) of the meter.

Sec. 20-160.2. Accidental discharge/slug control plans.

At least once every two (2) years, the Director of Water Utilities shall evaluate whether each significant industrial user needs an accidental discharge/slug control plan or other action to control slug discharges. For industrial users identified as significant prior to November 14, 2005, this evaluation must have been conducted at least once by October 14, 2006; additional significant industrial users must be evaluated within one (1) year of being designated a significant industrial user. For purposes of this subsection, a slug discharge is any discharge of a non-routine, episodic nature, including, but not limited to, an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause interference or pass-through, or any other way violate the POTW's regulations, local limits or permit conditions. The results of such activities shall be available to the approval authority upon request. Significant industrial users are required to notify the POTW immediately of any changes at its facility affecting the potential for a slug discharge. If the POTW decides that a slug control plan is needed, the plan shall contain, at a minimum the following elements:

- (1) Description of discharge practices, including non-routine batch discharges;
- (2) Description of stored chemicals;
- (3) Procedures for immediately notifying the Director of Water Utilities of any accidental or slug discharge, as required by section 20-166.2 of this division; and
- (4) Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.

Sec. 20-160.3. Hauled wastewater.

- (a) Septic tank waste may be introduced into the POTW only at locations designated by the Director of Water Utilities, and at such times as are established by the Director of Water

Utilities. Such waste shall not violate subdivision C of this division or any other requirements established by the City of Bartlesville. The Director of Water Utilities may require septic tank waste haulers to obtain wastewater discharge permits and performance bonding as provided in section 20-178.0.

- (b) The Director of Water Utilities shall require haulers of industrial waste to obtain wastewater discharge permits. The Director of Water Utilities may require generators of hauled industrial waste to obtain wastewater discharge permits. The Director of Water Utilities also may prohibit the disposal of hauled industrial waste. The discharge of hauled industrial waste is subject to all other requirements of this division.
- (c) Industrial waste haulers may discharge loads only at locations designated by the Director of Water Utilities. No load may be discharged without prior consent of the Director of Water Utilities. The Director of Water Utilities may collect and/or require analysis of samples of each hauled load to ensure compliance with applicable standards. The Director of Water Utilities may require the industrial waste hauler to provide a waste analysis of any load prior to discharge.
- (d) Industrial waste haulers must provide a waste-tracking form for every load. This form shall include, at a minimum, the name and address of the industrial waste hauler, permit number, truck identification, names and addresses of sources of waste, and volume and characteristics of waste. The form shall identify the type of industry, known or suspected waste constituents, and whether any wastes are RCRA hazardous wastes.

Subdivision D. Wastewater Discharge Permit Application

Sec. 20-162.0. Wastewater survey.

When requested by the Director of Water Utilities, a user must submit or update information on the nature and characteristics of its wastewater within thirty (30) days of the request and/or prior to commencing user discharge. The Director of Water Utilities is authorized to prepare a survey form for this purpose and may periodically require current users to update their information. Failure to complete the survey shall be reasonable grounds for terminating service to the industrial user and shall be considered a violation of this division.

Sec. 20-162.1. Wastewater discharge permit requirement.

- (a) No significant industrial user shall discharge wastewater into the POTW without first obtaining a wastewater discharge permit from the Director of Water Utilities, except that a significant industrial user that has filed a timely application pursuant to section 20-164.7 may continue to discharge for the time period specified therein.
- (b) The Director of Water Utilities may require other users to obtain wastewater discharge permits as necessary to carry out the purposes of this division.
- (c) The City retains the right to initiate headworks loading distribution. This distribution shall be allocated on an interim basis, not to exceed three hundred sixty-five (365) days, on a

case-by-case basis when it is demonstrated that a special need exists and that it can also be technically demonstrated that spare capacity exists.

The City would utilize this headworks loading distribution to assist new industries to quickly come into compliance and to assist existing industries when making significant plant modifications, increasing capacity or making major repairs to return to compliance within the time allotted.

In order for an industry to be granted this special allocation, said industry would have to petition the City and show cause why an emergency need exists for this special dispensation. Then the industry would be required to present detailed plans using best available technology as to how this temporary situation would be resolved. Authorization of temporary headworks loading distribution shall only be granted by action of City Council.

- (d) The City may at its discretion grant an industry up to three (3) years from approval date of this division to come into compliance with the new limits. The industry would have to demonstrate on a yearly basis sufficient reduction of discharges of pollutant(s) to meet compliance in the allotted time frame. The industry could choose one (1) of the following schedules: Three (3) years, thirty-three and one-third (33⅓) percent reduction per year, two (2) years, fifty (50) percent reduction per year, or one (1) year, one hundred (100) percent reduction at year end.

Sec. 20-162.2. Wastewater discharge permitting: existing connections.

Any user required to obtain a wastewater discharge permit who was discharging wastewater into the POTW prior to the effective date of this division and who wishes to continue such discharges in the future, shall, within ninety (90) days after said date, apply to the Director of Water Utilities for a wastewater discharge permit in accordance with section 20-162.5, and shall not cause or allow discharges to the POTW to continue after one hundred and eighty (180) days of the effective date of this division except in accordance with a wastewater discharge permit issued by the Director of Water Utilities. In the case that a hardship can be shown by the user, he may petition City Council through the Director of Water Utilities for a reasonable extension to the provisions of this section.

Sec. 20-162.3. Same: new connections.

Any user required to obtain a wastewater discharge permit who proposes to begin or recommence discharging into the POTW must obtain such permit prior to the beginning or recommencing of such discharge. An application for this wastewater discharge permit, in accordance with section 20-162.5, must be filed at least ninety (90) days prior to the date upon which any discharge will begin or recommence.

Sec. 20-162.4. Wastewater dischargers permitting extra jurisdictional industrial users.

- (a) Any existing significant industrial user located beyond the City limits shall submit a wastewater discharge permit application, in accordance with section 20-162.5 below, within ninety (90) days of the effective date of this division. Where practical, new

significant industrial users located beyond the City limits shall submit such applications to the Director of Water Utilities one hundred and eighty (180) days prior to any proposed discharge into the POTW.

- (b) Alternately, the City may enter into an agreement with the neighboring jurisdiction in which the significant industrial user is located to provide for the implementation and enforcement of pretreatment program requirements against said industrial user.

Sec. 20-162.5. Wastewater discharge permit application contents.

All users required to obtain a wastewater discharge permit must submit a permit application. The Director of Water Utilities may require all users to submit as part of an application the following information:

- (1) Description of activities, facilities, and plant processes on the premises, including a list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the POTW;
- (2) Number and type of employees, hours of operation, and proposed or actual hours of operation;
- (3) Each product produced by type, amount, process or processes, and rate of production;
- (4) Type the amount of raw materials processed (average and maximum per day);
- (5) Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, and appurtenances by size, location and elevation, and all points of discharge;
- (6) Time and duration of discharges; and
- (7) Any other information as may be deemed necessary by the Director of Water Utilities to evaluate the wastewater discharge permit application.
- (8) Applications from FSE and FM/P shall also include information for FOG management and control as required in Sec. 20-160.1.

Incomplete or inaccurate applications will not be processed and will be returned to the user for revision.

Sec. 20-162.6. Application signatories and certification.

All wastewater discharge permit applications and user reports must be signed by an authorized representative of the user and contain the following certification statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my

knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Sec. 20-162.7. Wastewater discharge permit decisions.

The Director of Water Utilities will evaluate the data furnished by the user and may require additional information. Within ninety (90) days of receipt of a complete wastewater discharge permit application, the Director of Water Utilities will determine whether or not to issue a wastewater discharge permit. The Director of Water Utilities may for good cause deny any application for a wastewater discharge permit.

PASSED by the City Council and APPROVED by the Mayor of the City of Bartlesville, Oklahoma this 6th day of March, 2023

Mayor

Attest:

City Clerk

AN ORDINANCE AMENDING CHAPTER 20, SECTION 20-156 THROUGH 20-162 OF THE BARTLESVILLE MUNICIPAL CODE PERTAINING TO SEWER USE PRETREATMENT STANDARDS

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

That Chapter 20-156 through Chapter 20-162 pertaining to the sewer use pretreatment standards be amended to read as follows:

Subdivision A. – General Provisions

Sec. 20-156.0. Definitions.

Unless a provision explicitly states otherwise, the following terms and phrases, as used in this division, shall have the meanings hereinafter designated.

"Act" or "the Act" means the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. § 1251 et seq.

"Approval authority" means the USEPA Region VI, Regional Administrator, located at Suite 1200, 1445 Ross Ave., Dallas, TX 75202 — 2733; or his/her designee; or the Oklahoma Department of Environmental Quality upon delegation of the NPDES/OPDES Program.

"Authorized representative" or "industrial user" means:

- (1) An authorized representative of an industrial user which may be a principal executive officer of at least the level of vice-president, or his/her authorized designee.
- (2) If the industrial user is a corporation; a general partner or proprietor if the industrial user is a partnership or proprietorship, respectively; a duly-authorized representative of the individual designated above if such representative is responsible for the overall operation of the facilities from which the indirect discharge originates, or his/her authorized designee.
- (3) If the user is a federal, state, or local governmental facility: a Director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.

"Best management practices" or "BMP" are operational and management procedures that are designed to prevent pollutants from entering a facility's waste stream or from reaching a discharge point to a POTW. BMPs may include schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in Sec. 20-158.0. BMPs include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage or recognized industry practices. For food services establishment, BMPs refer to methods and techniques used by food service establishments and food manufacturers/processors and other facilities that may have an impact on the sewer system by the deposition of fats, oil and grease, to prevent or minimize the deposition of fats, oils, and

grease from cooking, baking, processing, manufacturing, and other processes in private sewer laterals and public sewer lines, structures, and wastewater treatment facilities.

"Biochemical oxygen demand" or "BOD" means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at twenty (20)° Centigrade, usually expressed as a concentration (e.g., mg/L).

"Brown grease" means fats, oils, and greases (FOG) and food solids that are retained in and removed from FOG control devices most commonly serving food service establishments, institutions with commercial kitchens, and industrial food manufacturers/processors. Brown grease is generally considered unsuitable for reuse in most applications.

"Categorical pretreatment standard" or "categorical standard" means any regulation containing pollutant discharge limits promulgated by EPA in accordance with Sections 307(b) and (c) of the Act (33 U.S.C. § 1317) which apply to a specific category of users and which appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.

"City" means the City of Bartlesville, employees or agents acting under the direction of the City council.

"Color" means the optical density at the visual wavelength of maximum absorption, relative to distilled water. One hundred (100) percent transmittance is equivalent to zero (0.0) optical density.

"Composite sample" means the sample resulting from the combination of individual wastewater samples taken at selected intervals based on an increment of either flow or time.

"Control authority" means the City of Bartlesville, as defined herein above.

"Director of Water Utilities" means the person designated by the City of Bartlesville to supervise the operation of the POTW, and who is charged with certain duties and responsibilities by this ordinance, or a duly-authorized representative.

"Direct discharge" means the discharge of treated or untreated wastewater directly to the waters of the State of Oklahoma.

"Environmental Protection Agency" or "EPA" means the U.S. Environmental Protection Agency or, where appropriate, the regional water management division Director, or other duly-authorized official of said agency.

"Existing source" means any source of discharge, the construction or operation of which commenced prior to the publication by EPA of proposed categorical pretreatment standards, which will be applicable to such source if the standard is thereafter promulgated in accordance with Section 307 of the Act.

"Fats, oils, and greases (FOG)" means organic polar compounds derived from animal and/or plant sources that contain multiple carbon chain triglyceride molecules. These substances are detectable and measurable using analytical test procedures established in the United States Code of Federal Regulations 40 CFR 136, as may be amended from time to time. All are sometimes referred to herein as "grease" or "greases."

“FOG control device” means a control device for removing or significantly reducing FOG from the liquid waste stream of a food service establishment or food manufacturer/processor prior to the wastewater entering the municipal sewer system.

“FOG discharger” means an FSE, FM/P, or any other nonresidential user who discharges FOG to the sewer system.

“Food manufacturer/processor (FM/P)” means those manufacturing facilities primarily engaged in manufacturing and/or processing food, either for human or nonhuman (pets, livestock, etc.) consumption. Manufacturers and/or processors include, but are not limited to, dairies; creameries; slaughterhouse, meat processing, and packing facilities; industrial bakeries; condiment producers; salad dressing producers; cooking oil facilities; canning facilities; and any other commercial/industrial facility that discharges FOG into the sewer system.

“Food service establishments (FSE)” means those establishments engaged in the activity of preparing, serving, or otherwise making food available for consumption by the public, which use one or more of the following preparation methods: cooking by frying (all methods), baking (all methods), grilling, sauteing, rotisserie cooking, broiling (all methods), boiling, blanching, roasting, toasting, infrared heating, searing, barbecuing, and any other method of food preparation that produces or may produce hot, non-drinkable food product in or on a receptacle that requires washing. These establishments include, but are not limited to, restaurants, bakeries, commercial kitchens, caterers, hotels, schools, religious institutions, hospitals, prisons, correctional facilities, and care institutions.

“Grease interceptor” means a structure or device designed for the purpose of removing and preventing fats, oils, and grease from entering the sanitary sewer system. These devices are often below-ground units in outside areas and are built as two or three chamber baffled tanks but could include other types of interceptor units.

“Grease trap” means a device for separating and retaining waterborne greases and grease complexes prior to the exit of the wastewater from the trap and the entry of such wastewater into the sanitary sewer system. Such traps are typically under-the-sink units that are near food preparation areas but could include other types of grease trap units.

"Grab sample" means a sample which is taken from a wastestream without regard to the flow in the wastestream and over a period of time not to exceed fifteen (15) minutes.

"Hazardous waste," as defined by 40 CFR 260 and 261, or a solid waste, or combination of solids, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may:

- (1) Cause, or significantly contribute to an increase in mortality, or an increase in serious irreversible, or incapacitating reversible illness; or
- (2) Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed.

"Indirect discharge" or "discharge" means the introduction of non-domestic pollutants into the POTW from any source regulated under Section 307(b), (c), or (d) of the Act.

"Industrial user" or "user" means a source of indirect discharge.

"Instantaneous maximum allowable discharge limit" means the maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling.

"Interference" means a discharge, which alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal, or significantly increases operations and maintenance costs; or is a cause of a violation of the City of Bartlesville's NPDES/OPDES permit or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued thereunder, or any more stringent state or local regulations: Section 405 of the Act; the Solid Waste Disposal Act, including Title II, commonly referred to as the Resource Conservation and Recovery Act (RCRA); any state regulations contained in any state sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.

"Medical waste" means isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

"New source" means:

- (1) Any building, structure, facility, or installation from which there is (or may be) a discharge of pollutants, the discharge and/or construction of which commenced after the publication of proposed pretreatment standards under Section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:
 - a. The building, structure, facility, or installation is constructed at a site at which no other source is located; or
 - b. The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
 - c. The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.
- (2) Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting the criteria of subsection (1)b. or c. above but otherwise alters, replaces, or adds to existing process or production equipment.

- (3) Construction of a new source as defined under this paragraph has commenced if the owner or operator has:
- a. Begun, or caused to begin, as part of a continuous on-site construction program:
 1. Any placement, assembly, or installation of facilities or equipment; or
 2. Significant site work including, but not limited to, start of footings or foundation; or
 - b. Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

"Noncontact cooling water" means water used for cooling which does not come into direct contact with any raw material, intermediate product, waste product, or finished product.

"Pass-through" means a discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of violation of any requirement of the City of Bartlesville's NPDES/OPDES permit, including an increase in the magnitude or duration of a violation.

"Person" means any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all federal, state, and local governmental entities.

"pH" means a measure of the acidity or alkalinity of a solution expressed in standard units. pH shall mean the negative logarithm (base 10) of the concentration of hydrogen ions in a solution.

"Pollutant" means dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes, and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).

"Pretreatment" means the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable pretreatment standard.

"Pretreatment requirements" means any substantive or procedural requirement related to pretreatment imposed on a user, other than a pretreatment standard.

"Pretreatment standards" or "standards" means pretreatment standards shall mean prohibited discharge standards, categorical pretreatment standards, and local limits.

"Process wastewater" means any water which, during manufacturing or processing, comes into direct contact with or results from the production of or use of any raw material, intermediate product, finished product, byproduct, or waste product.

"Prohibited discharge standards" or "Prohibited discharges" means absolute prohibitions against the discharge of certain substances; these prohibitions appear in section 20-158.

"Publicly owned treatment works" or "POTW" means a "treatment works," as defined by Section 212 of the Act (33 U.S.C. §1292) which is owned by the City of Bartlesville. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of liquid nature and any conveyances which convey wastewater to a treatment plant.

"Reasonable hours", for the purpose of inspection and sampling, includes any time the user is operating any process that results in wastewater or any time the user is discharging to the POTW.

"Septic tank waste" means any sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

"Shall" is herein defined as mandatory. "May" is discretionary or permissive.

"Sanitary sewage," or "sewage" means human excrement and gray water (household showers, dishwashing operations, etc.).

"Significant industrial user" means:

- (1) A user subject to categorical pretreatment standards; or
- (2) A user that:
 - a. Discharges an average of twenty-five thousand (25,000) gpd or more of process wastewater to the POTW (excluding sanitary sewage, noncontact cooling, and boiler blowdown wastewater);
 - b. Contributes a process waste stream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or
 - c. Is designated as such by the City of Bartlesville on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement.
- (3) Upon a finding that a user meeting the criteria in subsection (2) has no reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement, the City of Bartlesville may at any time, on its own initiative or in response to a petition received from a user, and in accordance with procedures in 40 CFR 403.8(f)(6), determine that such user should not be considered a significant industrial user.

"Slug load" or "slug" means any discharge at a flow rate or concentration which could cause a violation of the prohibited discharge standards in section 20-158 or any discharge of a

non-routine, episodic nature, including, but not limited to, an accidental spill or a non-customary batch discharge.

"Standard Industrial Classification (SIC) Code" means a classification pursuant to the Standard Industrial Classification Manual issued by the United States Office of Management and Budget.

"Stormwater" means any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snow melt.

"Suspended solids" means the total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and which is removable by laboratory filtering.

"Tenant responsibility" means where an owner of property leases premises to any other person as a tenant under any rental or lease agreement, if either the owner or the tenant is an industrial user, either or both may be held responsible for compliance with the provisions of this division.

"Toxic pollutant" means one (1) of the pollutants, or combinations of those pollutants, listed as toxic in regulations promulgated by the EPA under provision of Section 307 (33 U.S.C. § 1317) of the Act.

Total Toxic Organics" or "TTO" shall mean total toxic organics as per 40 CFR 433.11 specialized definitions.

"Treatment plant effluent" means any discharge of pollutants from the POTW into the waters of the State.

"User" or "industrial user" means a source of indirect discharge.

"Wastewater" means liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

"Wastewater treatment plant" or "treatment plant" means that portion of the POTW which is designed to provide treatment of municipal sewage and industrial waste.

"Use of the singular" shall be construed to include the plural and the plural shall include the singular as indicated by the context of its use.

Sec. 20-156.1. Abbreviations.

The following abbreviations, when used in this division, shall have the designated meanings:

· BMP	Best Management Practices
· BOD	Biochemical Oxygen Demand
· CFR	Code of Federal Regulations
· COD	Chemical Oxygen Demand
· EPA	U.S. Environmental Protection Agency
· gpd	gallons per day
· L	Liter
· mg/L	milligrams per liter
· NPDES	National Pollutant Discharge Elimination System
· O&M	Operations and Maintenance
· POTW	Publicly Owned Treatment Works
· RCRA	Resource Conservation and Recovery Act
· SIC	Standard Industrial Classification
· TSS	Total Suspended Solids
· U.S.C.	United States Code
· ODEQ	Oklahoma Department of Environmental Quality
· OPDES	Oklahoma Pollutant Discharge Elimination System

Sec. 20-156.2. Purpose and policy.

This division sets forth uniform requirements for users of the publicly owned treatment works for the City of Bartlesville and enables the City to comply with all applicable state and federal laws, including the Clean Water Act (33 United States Code § 1251 et seq.) and the General Pretreatment Regulations (40 Code of Federal Regulations Part 403). The objectives of this division are:

- (1) To prevent the introduction of pollutants into the publicly owned treatment works that will interfere with its operation;
- (2) To prevent the introduction of pollutants into the publicly owned treatment works that will pass through the publicly owned treatment works, inadequately treated, into receiving waters, or otherwise be incompatible with the publicly owned treatment works;
- (3) To protect both publicly owned treatment works personnel who may be affected by wastewater and sludge in the course of their employment and the general public;
- (4) To promote reuse and recycling of wastewater and sludge from the publicly owned treatment works;

- (5) To enable the City of Bartlesville to comply with its National Pollutant Discharge Elimination System Permit conditions, sludge management plan, and any other federal or state laws pertaining to publicly owned treatment works.

This division shall apply to all users of the publicly owned treatment works. The division authorizes the issuance of wastewater discharge permits; provides for monitoring, compliance, and enforcement activities; establishes administrative review procedures; requires user reporting; and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

Sec. 20-156.3. Administration.

Except as otherwise provided herein, the Director of water utilities shall administer, implement, and enforce the provisions of this division. Any powers granted to or duties imposed upon the Director of water utilities may be delegated by the Director of water utilities.

Subdivision B. Sewer Use Requirements

Sec. 20-158.0. Prohibited discharge standards.

- (a) *General prohibitions.* No user shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass-through or interference. These general prohibitions apply to all users of the POTW whether or not they are subject to categorical pretreatment standards or any other national, state, or local pretreatment standards or requirements. The City of Bartlesville adopts, unless otherwise specified or conflicts arise in other portions of this document, limits as specified under "Water Quality Criteria", Table G-3, EPA Guidance Manual on the Development and Implementation of Local Discharge Limitations Under the Pretreatment Program, December 1987.
- (b) *Specific prohibitions.* No user shall introduce or cause to be introduced into the POTW the following pollutants, substances, or wastewater:
 - (1) Pollutants which create a fire or explosive hazard in the POTW, including, but not limited to, wastestreams with a closed-cup flashpoint of less than one hundred forty (140)°F (sixty (60)°C) using the test methods specified in 40 CFR 261.21;
 - (2) Wastewater having a pH less than 5.0, or otherwise causing corrosive structural damage to the POTW or equipment. Wastewater having a pH greater than 12.5 is considered hazardous under 40 CFR 261.22 and its discharge to the collection system is expressly prohibited.
 - (3) Solid or viscous substances in amounts which will cause obstruction of the flow in the POTW resulting in interference but in no case solids too large to pass through a three-fourths inch ($\frac{3}{4}$ ") in dimension. Prohibited materials include, but are not limited to, animal guts, hide or hair; straw, grass clippings, woods, plastic, mud, glass grinding or polishing wastes.

- (4) Pollutants, including oxygen-demanding pollutants (BOD, COD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the POTW;
- (5) Wastewater having a temperature greater than one hundred forty (140)°F (sixty (60)°C), or which will inhibit biological activity in the treatment plant resulting in interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed one hundred four (104)°F (forty (40)°C);
- (6) Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass-through;
- (7) Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems;
- (8) Trucked or hauled pollutants, except at discharge points designated by the Director of water utilities in accordance with this division;
- (9) Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair;
- (10) Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating Bartlesville's NPDES/OPDES permit;
- (11) Wastewater containing any radioactive wastes or isotopes except in compliance with applicable state or federal regulations;
- (12) Stormwater, surface water, groundwater, artesian well water, roof runoff, subsurface drainage, condensate, noncontact cooling water, and unpolluted wastewater, unless specifically authorized by the City or Director of Water Utilities;
- (13) Sludge, screenings, or other residues from the pretreatment of industrial wastes;
- (14) Any medical wastes, except as specifically authorized by the Director of water utilities in a wastewater discharge permit;
- (15) Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail a toxicity test;
- (16) Detergents, surface-active agents, or other substances which may cause excessive foaming in the POTW;
- (17) Fats, oils, or greases of animal or vegetable origin in concentrations greater than two hundred (200) mg/L, or any congealing liquids;
- (18) Wastewater causing two (2) readings on an explosion hazard meter at the point of discharge into the collection system or POTW, or at any point in the POTW, of more

than five (5) percent or any single reading over ten (10) percent of the lower explosive limit of the meter.

- (19) Any material or substance defined as hazardous waste under 40 CFR part 261. Certain exceptions shall be granted by the City if provisions contained in subsections 20-158.0(a) and (b) and [section] 20-166.13 are met.
- (20) Any discharge or slug load at a flow rate or concentration which could cause a violation of the prohibited discharge standards in section 20-158 or any discharge of a non-routine, episodic nature, including, but not limited to, an accidental spill or a non-customary batch discharge.
- (21) Pollutants, substances, or wastewater prohibited by this section shall not be processed or stored in such a manner that they could be discharged to the POTW.

Sec. 20-158.1. Federal categorical pretreatment standards.

The categorical pretreatment standards found at 40 CFR Chapter I, Subchapter N, Parts 405-471 are hereby incorporated.

- (1) Where a categorical pretreatment standard is expressed only in terms of either the mass or the concentration of a pollutant in wastewater, the Director of Water Utilities may impose equivalent concentration or mass limits in accordance with 40 CFR 403.6(c).
- (2) When wastewater subject to a categorical pretreatment standard is mixed with wastewater not regulated by the same standard, the Director of Water Utilities may impose an alternate limit using the combined waste stream formula in 40 CFR 403.6(e).
- (3) A user may obtain a variance from a categorical pretreatment standard if the user can prove, pursuant to the procedural and substantive provisions in 40 CFR 403.13, that factors relating to its discharge are fundamentally different from the factors considered by EPA when developing the categorical pretreatment standard.
- (4) A user may obtain a net gross adjustment to a categorical standard in accordance with 40 CFR 403.15.

Sec. 20-158.2. Local limits.

The following pollutant limits are established to protect against pass-through and interference. No person shall discharge wastewater containing in excess of the following daily maximum allowable discharge limits:

Arsenic	0.16959 mg/L
Cadmium	0.036663 mg/L
Chromium	3.824410 mg/L
Copper	1.524165 mg/L
Cyanide	0.419664 mg/L

Lead	0.4688 mg/L
Mercury	0.025004 mg/L
Zinc	9.541229 mg/L
Silver	0.174537 mg/L
Nickel	0.964352 mg/L
Fats, Oil and Grease (FOG)	200.00 mg/L

The above limits apply at the point where the wastewater is discharged to the POTW. All concentrations for metallic substances are for "total" metal concentrations unless indicated otherwise. The Director of Water Utilities may impose mass limitations in addition to, or in place of, the concentration-based limitations above.

Sec. 20-158.3. Bartlesville's right of revision.

The City of Bartlesville reserves the right to establish, by ordinance or in wastewater discharge permits, more stringent standards or requirements on discharges to the POTW, where such standards are required to conform to the intent of section 20-156.2., purpose and policy.

Sec. 20-158.4. Dilution.

No user shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable pretreatment standard or requirement. Limitations may be imposed on users who are using dilution to meet applicable pretreatment standards or requirements, or in other cases when the imposition of mass limitations is appropriate.

Subdivision C. Pretreatment of Wastewater

Sec. 20-160.0. Pretreatment facilities.

Users shall provide wastewater treatment as necessary to comply with this division and shall achieve compliance with all categorical pretreatment standards, local limits, and the prohibitions set out in section 20-158.0 within the time limitations specified by EPA, the state, or the Director of Water Utilities, whichever is more stringent. Any facilities necessary for compliance shall be provided, operated, and maintained at the user's expense. Detailed plans describing such facilities and operating procedures shall be submitted to the Director of Water Utilities for review, and shall be acceptable to the Director of Water Utilities before such facilities are constructed. The review of such plans and operating procedures shall in no way relieve the user from the responsibility of modifying such facilities as necessary to produce a discharge acceptable to the City of Bartlesville under the provisions of this division.

Sec. 20-160.1. Additional pretreatment measures.

- (a) Whenever deemed necessary, the Director of Water Utilities may require users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage waste streams from industrial waste streams, and such other conditions as may be necessary to protect the POTW and determine the user's compliance with the requirements of this division.
- (b) FOG Control and Management:
 - 1. Grease, oil, and sand interceptors shall be provided, when it is found that an existing user does not comply with provisions of [subsection 20-158.0.(b)(3) and/or 20-158.0.(b)(17) or when necessary for the proper handling of wastewater containing excessive amounts of fats, oils, grease, or sand per City plumbing code. All interception units shall be of type and capacity to be in accord with the City adopted Plumbing code and shall be located to be easily accessible for cleaning and inspection. Such interceptors shall be inspected, cleaned and repaired regularly, as needed, by the user at their expense. Such interceptors shall not be required for residential users.
 - 2. FSE and FM/P Sources. Food services establishment and food manufacturer/processing facilities shall be subjected to the following requirements.
 - a. Existing Facilities with Grease Trap and/or Grease interceptor in place. Existing FSE and FM/P facilities shall maintain and operate grease trap(s) and/or grease interceptor(s) in accordance with manufacturer's recommendations and follow normally accepted industry practices.
 - i. FSE and FM/P facilities shall document and retain a waste service manifest detailing the waste hauler's contact and business address (if applicable), date of service, amount of grease waste removed (gallons), condition of interceptor or trap, if interceptor or trap was cleaned during service and if any graywater was returned to the interceptor or trap. No removed waste or brown grease may be returned to the trap, interceptor or collection system.
 - ii. Waste service manifests shall be kept on site for a period of minimum 3 years from the date of service and made available for inspection by the City, or their designee, during business hours.
 - iii. The waste hauler shall be licensed by the jurisdictional regulatory authorities.
 - b. Existing Facilities without Grease Trap and/or Grease Interceptor. Existing facilities without a grease trap and/or grease interceptor shall, as a minimum, have a documented effective Best Management Practice (BMP)

to control and manage FOG discharge to the sanitary sewer system. The BMP shall be kept on site and made available for review by the City, or their designee during business hours.

- i. An existing facility may be required to install a grease trap and/or interceptor if, in the opinion of the Director, such measure is necessary to address the City's sanitary sewer overflow control program, or to mitigate FOG deposits in the receiving sanitary collection system/POTW.
 1. If an existing facility is required to install a grease trap and/or interceptor, the Director shall notify the facility in writing ("notification date"). The facility shall submit a written response to the Director within 45 days from the "notification date" with the proposed grease trap and/or interceptor meeting the size, location and accessibility requirements stipulated in 20-160.1 (b)(1) above. The facility shall complete construction of the new grease trap and/or interceptor within 180 days from the "notification date" unless a written extension is provided by the Director.
- c. **New Facilities.** All new FSE and FM/P facilities shall install and operate adequately sized grease trap(s) and/or grease interceptor(s) prior to facility operation. Operation and maintenance of the grease trap or grease interceptor shall be in accordance with Section 20-158.2(b), sub section 2(a).
- d. **Variance from the FOG Control Requirements.**
 - i. An FSE or FM/P may request that the Director grant a variance from the grease interceptor requirement to allow alternative FOG control device in lieu of a grease interceptor. Approval of the variance request is at the sole discretion of the Director. The FSE or FM/P must demonstrate that the alternative equals or exceeds the effectiveness of a grease interceptor or that it is impossible or impracticable to install, operate or maintain a grease interceptor and that the proposed alternative is sufficient to control FOG discharge to less than the local limit specified in Section 20-158.2. In order to obtain a variance, an FSE or FM/P shall demonstrate at least one of the following:
 1. There is no adequate slope for gravity flow between kitchen plumbing fixtures and the grease interceptor and/or between the grease interceptor and the private sewer lines or the public sewer.
 2. It is impossible or impracticable to install, operate and maintain a grease interceptor.

3. The alternative FOG control device is equally or more effective than a grease interceptor in controlling FOG discharge.
 4. Operation of the facilities is seasonal in nature such as during fairs and special occasions generally lasting no more than 15 calendar days in a year.
- (c) Users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter.
- (d) At no time shall two (2) readings on an explosion hazard meter at the point of discharge into the POTW, or at any point in the POTW, be more than five (5) percent nor any single reading over ten (10) percent of the lower explosive limit (LEL) of the meter.

Sec. 20-160.2. Accidental discharge/slug control plans.

At least once every two (2) years, the Director of Water Utilities shall evaluate whether each significant industrial user needs an accidental discharge/slug control plan or other action to control slug discharges. For industrial users identified as significant prior to November 14, 2005, this evaluation must have been conducted at least once by October 14, 2006; additional significant industrial users must be evaluated within one (1) year of being designated a significant industrial user. For purposes of this subsection, a slug discharge is any discharge of a non-routine, episodic nature, including, but not limited to, an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause interference or pass-through, or any other way violate the POTW's regulations, local limits or permit conditions. The results of such activities shall be available to the approval authority upon request. Significant industrial users are required to notify the POTW immediately of any changes at its facility affecting the potential for a slug discharge. If the POTW decides that a slug control plan is needed, the plan shall contain, at a minimum the following elements:

- (1) Description of discharge practices, including non-routine batch discharges;
- (2) Description of stored chemicals;
- (3) Procedures for immediately notifying the Director of Water Utilities of any accidental or slug discharge, as required by section 20-166.2 of this division; and
- (4) Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.

Sec. 20-160.3. Hauled wastewater.

- (a) Septic tank waste may be introduced into the POTW only at locations designated by the Director of Water Utilities, and at such times as are established by the Director of Water

Utilities. Such waste shall not violate subdivision C of this division or any other requirements established by the City of Bartlesville. The Director of Water Utilities may require septic tank waste haulers to obtain wastewater discharge permits and performance bonding as provided in section 20-178.0.

- (b) The Director of Water Utilities shall require haulers of industrial waste to obtain wastewater discharge permits. The Director of Water Utilities may require generators of hauled industrial waste to obtain wastewater discharge permits. The Director of Water Utilities also may prohibit the disposal of hauled industrial waste. The discharge of hauled industrial waste is subject to all other requirements of this division.
- (c) Industrial waste haulers may discharge loads only at locations designated by the Director of Water Utilities. No load may be discharged without prior consent of the Director of Water Utilities. The Director of Water Utilities may collect and/or require analysis of samples of each hauled load to ensure compliance with applicable standards. The Director of Water Utilities may require the industrial waste hauler to provide a waste analysis of any load prior to discharge.
- (d) Industrial waste haulers must provide a waste-tracking form for every load. This form shall include, at a minimum, the name and address of the industrial waste hauler, permit number, truck identification, names and addresses of sources of waste, and volume and characteristics of waste. The form shall identify the type of industry, known or suspected waste constituents, and whether any wastes are RCRA hazardous wastes.

Subdivision D. Wastewater Discharge Permit Application

Sec. 20-162.0. Wastewater survey.

When requested by the Director of Water Utilities, a user must submit or update information on the nature and characteristics of its wastewater within thirty (30) days of the request and/or prior to commencing user discharge. The Director of Water Utilities is authorized to prepare a survey form for this purpose and may periodically require current users to update their information. Failure to complete the survey shall be reasonable grounds for terminating service to the industrial user and shall be considered a violation of this division.

Sec. 20-162.1. Wastewater discharge permit requirement.

- (a) No significant industrial user shall discharge wastewater into the POTW without first obtaining a wastewater discharge permit from the Director of Water Utilities, except that a significant industrial user that has filed a timely application pursuant to section 20-164.7 may continue to discharge for the time period specified therein.
- (b) The Director of Water Utilities may require other users to obtain wastewater discharge permits as necessary to carry out the purposes of this division.
- (c) The City retains the right to initiate headworks loading distribution. This distribution shall be allocated on an interim basis, not to exceed three hundred sixty-five (365) days, on a

case-by-case basis when it is demonstrated that a special need exists and that it can also be technically demonstrated that spare capacity exists.

The City would utilize this headworks loading distribution to assist new industries to quickly come into compliance and to assist existing industries when making significant plant modifications, increasing capacity or making major repairs to return to compliance within the time allotted.

In order for an industry to be granted this special allocation, said industry would have to petition the City and show cause why an emergency need exists for this special dispensation. Then the industry would be required to present detailed plans using best available technology as to how this temporary situation would be resolved. Authorization of temporary headworks loading distribution shall only be granted by action of City Council.

- (d) The City may at its discretion grant an industry up to three (3) years from approval date of this division to come into compliance with the new limits. The industry would have to demonstrate on a yearly basis sufficient reduction of discharges of pollutant(s) to meet compliance in the allotted time frame. The industry could choose one (1) of the following schedules: Three (3) years, thirty-three and one-third (33⅓) percent reduction per year, two (2) years, fifty (50) percent reduction per year, or one (1) year, one hundred (100) percent reduction at year end.

Sec. 20-162.2. Wastewater discharge permitting: existing connections.

Any user required to obtain a wastewater discharge permit who was discharging wastewater into the POTW prior to the effective date of this division and who wishes to continue such discharges in the future, shall, within ninety (90) days after said date, apply to the Director of Water Utilities for a wastewater discharge permit in accordance with section 20-162.5, and shall not cause or allow discharges to the POTW to continue after one hundred and eighty (180) days of the effective date of this division except in accordance with a wastewater discharge permit issued by the Director of Water Utilities. In the case that a hardship can be shown by the user, he may petition City Council through the Director of Water Utilities for a reasonable extension to the provisions of this section.

Sec. 20-162.3. Same: new connections.

Any user required to obtain a wastewater discharge permit who proposes to begin or recommence discharging into the POTW must obtain such permit prior to the beginning or recommencing of such discharge. An application for this wastewater discharge permit, in accordance with section 20-162.5, must be filed at least ninety (90) days prior to the date upon which any discharge will begin or recommence.

Sec. 20-162.4. Wastewater dischargers permitting extra jurisdictional industrial users.

- (a) Any existing significant industrial user located beyond the City limits shall submit a wastewater discharge permit application, in accordance with section 20-162.5 below, within ninety (90) days of the effective date of this division. Where practical, new

significant industrial users located beyond the City limits shall submit such applications to the Director of Water Utilities one hundred and eighty (180) days prior to any proposed discharge into the POTW.

- (b) Alternately, the City may enter into an agreement with the neighboring jurisdiction in which the significant industrial user is located to provide for the implementation and enforcement of pretreatment program requirements against said industrial user.

Sec. 20-162.5. Wastewater discharge permit application contents.

All users required to obtain a wastewater discharge permit must submit a permit application. The Director of Water Utilities may require all users to submit as part of an application the following information:

- (1) Description of activities, facilities, and plant processes on the premises, including a list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the POTW;
- (2) Number and type of employees, hours of operation, and proposed or actual hours of operation;
- (3) Each product produced by type, amount, process or processes, and rate of production;
- (4) Type the amount of raw materials processed (average and maximum per day);
- (5) Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, and appurtenances by size, location and elevation, and all points of discharge;
- (6) Time and duration of discharges; and
- (7) Any other information as may be deemed necessary by the Director of Water Utilities to evaluate the wastewater discharge permit application.
- (8) Applications from FSE and FM/P shall also include information for FOG management and control as required in Sec. 20-160.1.

Incomplete or inaccurate applications will not be processed and will be returned to the user for revision.

Sec. 20-162.6. Application signatories and certification.

All wastewater discharge permit applications and user reports must be signed by an authorized representative of the user and contain the following certification statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my

knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Sec. 20-162.7. Wastewater discharge permit decisions.

The Director of Water Utilities will evaluate the data furnished by the user and may require additional information. Within ninety (90) days of receipt of a complete wastewater discharge permit application, the Director of Water Utilities will determine whether or not to issue a wastewater discharge permit. The Director of Water Utilities may for good cause deny any application for a wastewater discharge permit.

PASSED by the City Council and APPROVED by the Mayor of the City of Bartlesville, Oklahoma this 6th day of March, 2023

Mayor

Attest:

City Clerk

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

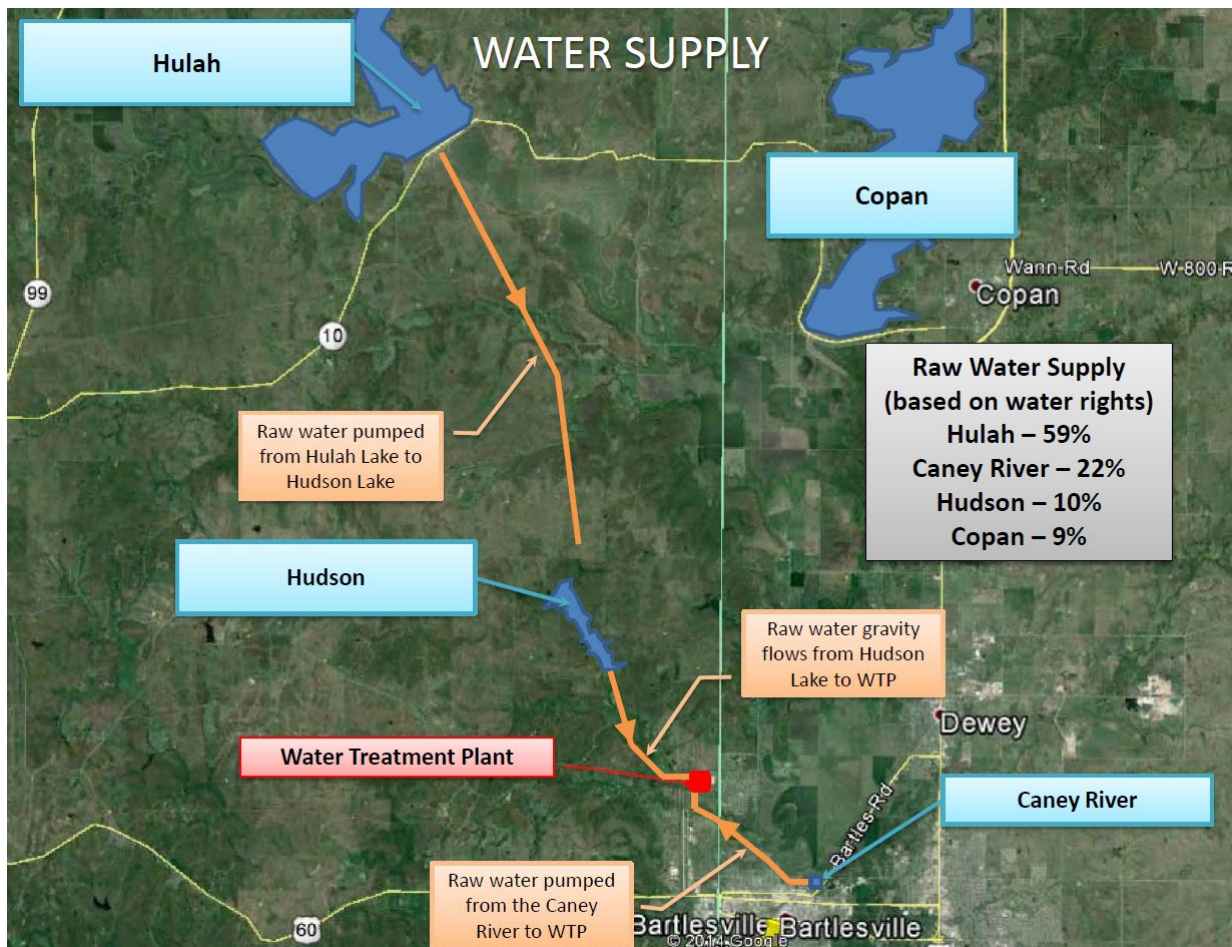
Presentation and discussion on proposed amendments to Chapter 20, Division 7 of the Bartlesville Municipal Code pertaining to Water Shortages

Attachments:

- Ordinance 3398 – Water Shortages (2012)
- Resolution 3294 (2012)
- Drought Contingency Plan (2002)
- Draft amendments to Water Shortage Ordinance

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 65%.

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 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. Staff will present the proposed ordinance for Council discussion.

III. RECOMMENDED ACTION

Staff is seeking feedback on the draft 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:


<u>Charge per 1,000 gallons</u>	<u>Gallons Used</u>
\$3.33	Up to 7,000
\$6.66	7,001 to 8,500
\$8.33	8,501 to 10,000
\$9.99	10,001 to 12,500
\$11.66	12,501 to 15,000
\$13.32	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.





 MAYOR



 MIKE BAILEY, CITY CLERK
 ADMINISTRATIVE DIRECTOR/CFO

VOTE:

MR. MASON	<input checked="" type="radio"/> aye	<input type="radio"/> no
MR. COPELAND	<input checked="" type="radio"/> aye	<input type="radio"/> no
MR. MCGREW	<input checked="" type="radio"/> aye	<input type="radio"/> no
VICE MAYOR LOCKIN	<input checked="" type="radio"/> aye	<input type="radio"/> no
MAYOR GORMAN	<input checked="" type="radio"/> aye	<input 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.

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 |

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	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.	

(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	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.	

- (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	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 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.	

- (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. 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.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discussion and approval of detailed goals as part of the Bartlesville NEXT strategic plan.

Attachments:

Goals: Bartlesville NEXT

Strategic Plan: Bartlesville NEXT

II. STAFF COMMENTS AND ANALYSIS

In June of last year, the City Council formally adopted the attached Bartlesville NEXT plan. This plan was the result of months of work that involved the citizens of Bartlesville, City Council, City Staff, economic development partners, and major employers.

Following the adoption of the plan, the Directors of the City of Bartlesville have worked to develop specific goals intended to advance the Strategic Priorities and Key Objectives identified in the plan. Attached you will find the results of this work that were created over 8 months from dozens of work sessions.

Each Goal is linked to a specific Key Objective; each Key Objective is linked to a specific Strategic Priority; and all Strategic Priorities are linked to the overall mission, vision, and values of the organization. In addition, each Goal identifies a department which is responsible for the accomplishment of the Goal and the timeline in which the goal is expected to be achieved.

Once the goals are adopted, the current Bartlesville NEXT plan will be complete. Staff will immediately begin to work towards the accomplishment of each goal, and the progress will be reported back to the City Council periodically.

In subsequent years, the Bartlesville NEXT plan will be reviewed and updated as appropriate during the budget planning process by the City Council and City Staff. We are excited to present the next step in defining the future of our organization, which we believe continues Bartlesville's tradition of being A Leading Community by Choice.

Please schedule this item for discussion and approval at our next Council meeting.

III. RECOMMENDED ACTION

Approve the Goals of the Bartlesville NEXT strategic plan as presented.

BARTLESVILLE NEXT GOALS

FINANCIAL STRENGTH AND OPERATIONAL EXCELLENCE

Focus on staff recruitment, retention, development, department collaborations, and safety programs to improve workplace culture and morale.

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

Improve and modernize our workplace including seeking accreditations for operational excellence, developing a performance and reward-based evaluation process, and furthering integration of IT systems into our operating departments.

1. Develop a committee to research best practices and accreditation programs. (Administration to lead) – 6 months from adoption of plan
2. Develop and implement a performance and reward-based evaluation process for general employees by July 1, 2023 with intent to negotiate this process for uniformed groups in the future. (HR to lead) – July 1, 2023
3. 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.
4. 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

Develop annual communications and feedback systems to include a standard report to citizens, community survey, and employee survey.

1. Create and publish annual digital report on overall City and departmental achievements, progress, and goals. Summary of report to be circulated in utility bill. (Administration to lead) – 1 year from adoption of plan
2. Create and distribute an annual survey to obtain citizen feedback and requests for all City departments. Individual departments may also be surveyed individually as part of a larger survey plan. (Administration to lead) – 1 year from adoption of plan

3. 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
4. Develop feedback cards for golf course, library and other City services as appropriate. (Administration to lead) – 6 months
5. Continue to enhance, improve, and promote City Beat and grow subscription base by 10%. (Communications to lead) – 1 year

Adopt governance best practices relating to debt, financial targets, multi-year plans, and a comprehensive Council handbook.

1. Develop and adopt formal policies pertaining to:
 - a. Formal debt policy based on GFOA authoritative guidance. (A&F 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
2. Future budgets should include 5-year projections of revenue and expenditures for major operating funds to assist the Council and Staff in better planning for the future. (A&F to lead) – Fiscal year 2025 budget
3. City Council will adopt a City Council Handbook that will help to guide current and future City Councils. City Manager will work with Mayor to schedule a Council workshop to discuss this item within one year of adoption of Strategic Plan. (Administration to lead) – 1 year

EFFECTIVE INFRASTRUCTURE NETWORK

Develop Asset Management Program for infrastructure.

1. The intent of the asset management program is to compile age, material, condition, and service life of the City's infrastructure (facilities, airport, streets, storm drain, wastewater, water, signals, signs, etc.) into ESRI's GIS software to 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.
 - i. Facilities, streets, storm drains, wastewater and water – 1 year from completion of first step
 - ii. Signs and signals – 2 years from completion of first steps

Improve road conditions as captured by Pavement Condition Index (PCI).

1. 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.

ECONOMIC VITALITY

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

1. Update the city's comprehensive plan and other long-range plans utilizing accepted best practices (i.e. transportation, storm drainage, utilities, etc.). (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
2. 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

Collaborate with economic development partners and experts to optimize development.

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

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

1. Identify community partners who employ and recruit young professionals. (Administration to lead) – August 31, 2023
2. Engage with community partners to learn how the City can attract young professionals and families (Administration to lead) – December 31, 2023
3. 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

4. Work closely with BDA and Visit Bartlesville to promote their efforts and accomplishments (Administration to lead) – December 31, 2023

COMMUNITY CHARACTER

Explore opportunities to embrace the unique cultures of our community.

1. Coordinate a multi-cultural group to highlight the diverse cultures in our community. (Library 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.
2. Allocate city resources for support group (such as facilities, properties, venues, etc.) – (Library is lead) – 1 year

Develop and maintain healthy lifestyle options as a segment of our parks, recreation and transportation systems.

1. As part of the update to the City's comprehensive and other plans identified in Economic Vitality, update the Parks Masterplan to ensure that lifestyle options and parks and recreation systems are meeting the needs of the public.
2. 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

Ensure and maintain clean, bright, vibrant community spaces.

1. Address vandalism and criminal activities in our community spaces, including destruction or defacement of public restrooms, violations of park curfews, etc. (Public Works/PD is the lead)
 - a. Improve security measures at public restrooms using automatic locks combined with motion and smoke detectors – 1 year
 - b. Police to respond to all calls at public restrooms generated by new systems
 - i. Offenders, especially repeat offenders, will be prosecuted for vandalism, arson, trespassing, etc.
2. Coordinate citizen volunteer efforts to supplement our maintenance efforts and to improve the appearance of our City. These could include periodic clean up days, adopt a mile programs, adopt a path programs, etc. (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.
3. Establish Neighborhood Watch and Sentinel Program (PD is lead) – 6 months

4. Finalize implementation of and launch Software 311 and City App (Community Development is lead) – 1 year
5. Create a list of minimum maintenance intervals for our parks and rights-of-way. (Public Works is lead) – 2 months

EMERGING ISSUES

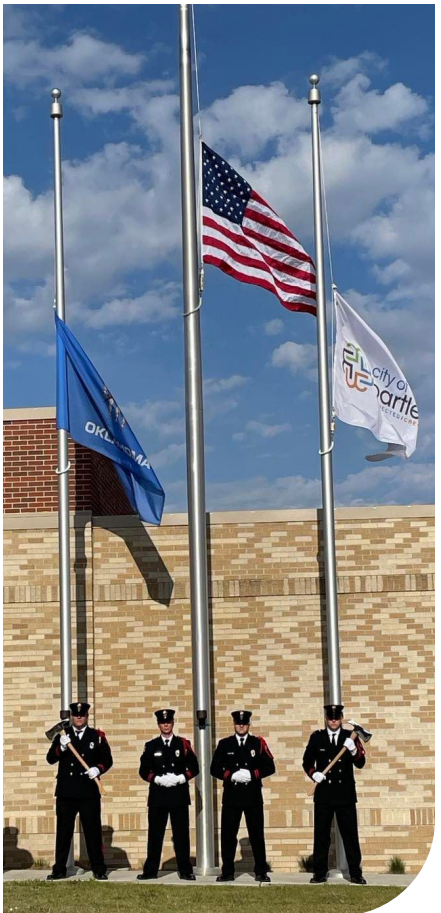
Partner with community groups to discuss, evaluate and report on existing needs and potential solution that address: Child Care, Housing, Homelessness, and Others to be Determined.

1. 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.
2. Housing: (Community Development to lead) – 12 months
 - a. Evaluate local housing supply and demand to determine gaps in local housing stock by price level.
3. 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.



bartlesvilleNEXT

A Leading Community by Choice



**OUR
VISION**
A Leading
Community
by Choice

**OUR
MISSION**
Through collaboration,
we strive to provide
exceptional public
services and enhance
the distinctive character
of our community.

OUR VALUES



INTEGRITY

Do the right thing; the rest will follow. We hold ourselves to the highest level of honesty, truthfulness and ethical conduct.



TEAMWORK

We collaborate on common goals for the greater good of our community.



COMMUNITY

We are both responsive and proactive in our efforts to help Bartlesville realize our potential.



COMMUNICATION

We share information and ideas in a clear, open and timely manner.



SERVICE

We are dedicated to providing effective and timely customer service with courtesy and respect in a fiscally sound manner.



INNOVATIVE

Ours is a “do things differently, do different things” mindset in our approach as community builders.

STRATEGIC PRIORITIES	KEY OBJECTIVES
<p>FINANCIAL STRENGTH AND OPERATIONAL EXCELLENCE</p>	<p>Focus on staff recruitment, retention, development, department collaborations, and safety programs to improve workplace culture and morale.</p> <p>Improve and modernize our workplace including seeking accreditations for operational excellence, developing a performance and reward based evaluation process, and furthering integration of IT systems into our operating departments.</p> <p>Develop annual communications and feedback systems to include a standard report to citizens, community survey, and employee survey.</p> <p>Adopt governance best practices relating to debt, financial targets, multi-year plans, and a comprehensive Council handbook.</p>
<p>EFFECTIVE INFRASTRUCTURE NETWORK</p>	<p>Develop Asset Management Program for infrastructure.</p> <p>Improve road conditions as captured by Pavement Condition Index (PCI).</p>
<p>ECONOMIC VITALITY</p>	<p>Reevaluate our development regulatory policies to ensure all rules, regulations, and processes align with best practices and reflect the character of our community.</p> <p>Collaborate with economic development partners and experts to optimize development.</p> <p>Develop and implement strategies to retain and attract young professionals and families to Bartlesville.</p>
<p>COMMUNITY CHARACTER</p>	<p>Explore opportunities to embrace the unique cultures of our community.</p> <p>Develop and maintain healthy lifestyle options as a segment of our parks, recreation and transportation systems.</p> <p>Ensure and maintain clean, bright, vibrant community spaces.</p>
<p>EMERGING ISSUES</p>	<p>Partner with community groups to discuss, evaluate and report on existing needs and potential solution that address (in order of priority) Child Care, Housing, Homelessness and Others to be Determined.</p>