



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

## REGULAR MEETING OF THE BARTLESVILLE CITY COUNCIL

Monday, May 1, 2023  
5:30 pm.

Mayor Dale Copeland  
918-338-4282

### AGENDA

1. **Call to order the business meeting of the Bartlesville City Council by Mayor Copeland.**
2. **Roll Call and Establishment of a Quorum.**
3. **Invocation by Pastor Pam Crawford, Good Shepherd Presbyterian Church**
4. **Citizens to be heard.**
5. **City Council Announcements and Proclamations.**
  - National Day of Prayer Proclamation – May 4, 2023. Presented by Councilmember Roane.
  - Flood Awareness Month Proclamation- May 2023. Presented by Mayor Copeland
  - National Police Week Proclamation – May 14-20, 2023. Presented by Mayor Copeland.
6. **Authorities, Boards, Commissions and Committee Openings**
  - One opening on the Bartlesville Area History Museum Trust Authority.
  - One opening on the Bartlesville Convention and Visitor's Bureau Board (Visit Bartlesville)
  - Two upcoming openings on the Park Board
  - Two upcoming openings on the Board of Adjustment
7. **Consent Docket**
  - a. **Approval of Minutes**
    - i. The Regular Meeting Minutes of April 3, 2023.
    - ii. The Special Meeting Minutes of April 13, 2023.
  - b. **Approval of Appointment, Reappointments and Ratifications to Authorities, Boards, Commissions and Committees**
    - i. Appointment of Mr. Bill Hollander to a three-year term on the Construction & Code Appeals Board at the recommendation of Mayor Copeland.
  - c. **Approval of Agreements, Contracts, Engagement Letters, Leases, MOU's, Proposals, Change Orders, and Consent Orders**
    - i. Agreement with Optum as the City's stop loss carrier.
    - ii. Agreement with the Local Government Testing Consortium to provide Federal Department of Transportation and Non-Department of Transportation drug and alcohol testing for municipalities.

- iii. Fifth Amendment to the tower/ground lease agreement between the City of Bartlesville and New Cingular Wireless PCS,LLC of a portion of property located in Washington County named SE Water Tower Bartlesville.
- iv. Consent Order 19-200-Addendum A from the Oklahoma Department of Environmental Quality on the wastewater collection and treatment system.

**d. Receipt of Financials**

- i. Interim Financials for nine months ending March 31, 2023.

**e. Receipt of Bids**

- i. Bid No. 2022-2023-017 for the Bartlesville Community Center Speaker Replacement.

8. **Discuss and take possible action to award Bid No. 2022-2023-017 for the Bartlesville Community Center Speaker Replacement. Presented by Vice Mayor Curd.**
9. **Discuss and take possible action on a recommendation by the Bartlesville Development Authority to provide development assistance in the amount of \$100,000 upon opening, and a rebate of 50% of the annual city sales tax collected for a period of nine (9) years to Neal's Homestore for the remodel and operation of a furniture store at Eastland Shopping Center, 560 Washington Boulevard. Presented by David Wood, President, Bartlesville Development Authority.**
10. **Discuss and take possible action on a recommendation by the Bartlesville Development Authority for development assistance of \$119,000 to WAB Venture, Inc. to be utilized for construction of a Whataburger restaurant at 1350 SE Washington Boulevard, the location of the former Hunan restaurant, payable upon Certificate of Occupancy within 24 months. Presented by Chris Batchelder, Vice President, Business Development, Bartlesville Development Authority.**
11. **Discussion about First Christian Church proposal review and committee recommendations. Presented by Mayor Copeland and Vice Mayor Curd.**
12. **Discuss and take possible action for City staff to review the City's Sidewalk Ordinances/Policies, and approve a Six-Month Moratorium on new sidewalks (unless located within a subdivision platted within the last twenty years or located within 100 feet of a connecting sidewalk) until the review is complete. Presented by Larry R. Curtis, Director, Community Development.**
13. **Discuss and take possible action from Washington County, Oklahoma, for Final Plat approval of a 1-lot development to be known as Washington County Emergency Management Addition, on a 3.86 +/- acre tract of land located on the west side of Bison Road, between Adams Boulevard and Nowata Road, about 0.4 miles south of Adams Boulevard, legally described as the north 350.4 feet of the south 650.4 feet of the west 480.0 of the east 530.0 feet of the SE/4 of the SE/4 of the NE/4 of Section 15, Township 26 North, Range 13 East, Washington County, Oklahoma. Presented by Larry R. Curtis, Director, Community Development.**
14. **Presentation of the Bartlesville NEXT Progress Report. Presented by Mike Bailey. City Manager.**

**15. New Business**

**16. City Manager and Staff Reports.**

**17. City Council Comments and Inquiries.**

**18. Adjournment.**

**The Agenda was received and filed in the Office of the City Clerk and posted in prominent public view at City Hall at 5:30 p.m. on Thursday, April 27, 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**

### **National Day of Prayer May 4, 2023**

**WHEREAS**, throughout history Americans have lifted up fervent prayers to God on behalf of our nation. From the first gatherings of our Founding Fathers, elected officials have prayed and entreated those they serve and represent to join them in prayer, including the authors of our Declaration of Independence, wrote that they, “the Representatives of the United States of America, in General Congress, Assembled, appealing to the Supreme Judge of the world...” and carried on to present day in Presidential Proclamations such as last year’s invitation to “join him in asking for God’s continued guidance, mercy, and protection”; and

**WHEREAS**, a National Day of Prayer has not only been a part of our heritage since it was declared by the First Continental Congress in 1775, but it is a Public Law established in the United States Congress in 1952 approved by a Joint Resolution and amended by Congress and President Reagan with Public Law 100-307 in 1988, affirming that it is essential for us as a nation to pray and directing the President of the United States to set aside and proclaim the first Thursday of May annually as a National Day of Prayer; and

**WHEREAS**, in our State and across America the observance of the National Day of Prayer will be held on Thursday, May 4, 2023, with the theme, “Pray Fervently in Righteousness and Avail Much,” based on the verses in James 5:16b, “The effective, fervent prayer of a righteous man avails much”; and

**WHEREAS**, every first Thursday of May on the National Day of Prayer we not only express our faith and exercise our freedom in prayer but unite our hearts and voices in personal prayer and public gatherings throughout our City and across our America with fervent praise, repentance, love, and humble intercession for our neighbor and nation, holding fast to the promises throughout the Holy Scriptures that the Lord hears and avails much as He answers the faith-filled prayers of His people.

**NOW THEREFORE**, I, Councilmember Billie Roane, Bartlesville City Council, do hereby officially proclaim May 4, 2023 as “National Day of Prayer”, and I commend this observance to all of our citizens.

**IN WITNESS WHEREOF**, I hereunto set my hand and caused the Official Seal of the City of Bartlesville, Oklahoma, to be affixed this 1st day of May, in the year of our Lord two thousand and twenty-three.

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Billie Roane, City Council Ward 4



***Official Proclamation***  
***Flood Awareness Month-May 2023***

***WHEREAS***, flooding causes more than \$2 billion in property damage and numerous deaths each year in the United States, including many Oklahomans who lose their lives by driving into dangerous floodwaters; and

***WHEREAS***, for their own benefit, the citizens of Bartlesville must be constantly reminded of the various flood safety procedures required to protect their lives and livelihoods; and

***WHEREAS***, the citizens of Bartlesville should be made aware of the importance of mitigating flood hazards; and

***WHEREAS***, the citizens of Bartlesville must assure that their activities in the floodplain will create no adverse impacts on their neighbors or the community; and

***WHEREAS***, the citizens of Bartlesville should be made aware of the natural functions of floodplains and the need for floodplain preservation and restoration.

***NOW THEREFORE***, the Bartlesville City Council does hereby officially proclaim May, 2023 as “Flood Awareness Month” in the City of Bartlesville.

***IN WITNESS WHEREOF***, we hereunto set our hands and caused the Official Seal of the City of Bartlesville, Oklahoma, to be affixed this 1<sup>st</sup> day of May, in the year of our Lord two thousand and twenty-three.

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Dale Copeland, Mayor



## ***Official Proclamation***

### **National Police Week May 14 – 20, 2023**

**WHEREAS**, the Congress and President of the United States have designated May 15 as Peace Officers Memorial Day, and the week in which it falls as Police Week; and

**WHEREAS**, as members of the law enforcement agency of the City of Bartlesville play an essential role in safeguarding the rights of freedoms of the citizens of Bartlesville; and

**WHEREAS**, it is important that all citizens know and understand the problems, duties and responsibilities of their police department, and

**WHEREAS**, members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

**WHEREAS**, the police department of the City of Bartlesville has grown to be a modern and skilled law enforcement agency which unceasingly provides a vital public service; and

**WHEREAS**, our police officers have exhibited compassion, understanding and professionalism during the performance of their duties in this past year;

**NOW, THEREFORE**, I, Dale W. Copeland, Mayor, City of Bartlesville hereby proclaims the week of May 14-20, 2023, as "National Police Week" and call upon all citizens of the City of Bartlesville to observe and join in honoring the men and women whose diligence and professionalism keep our citizens safe.

IN WITNESS WHEREOF, we hereunto set our hands and caused the Official Seal of the City of Bartlesville, Oklahoma to be affixed this 1st day of May, in the year of our Lord Two Thousand and Twenty-three.

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Dale Copeland, Mayor and City Council Ward



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

**MINUTES OF THE  
REGULAR MEETING OF THE  
BARTLESVILLE CITY COUNCIL**

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

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

**MINUTES**

(The Notice of Meeting was posted December 15, 2022  
and the Agenda was posted March 30, 2023 at 5:00 p.m.)

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

City staff present were Mike Bailey, City Manager; Jess Kane, City Attorney; Jason Muninger, City Clerk/CFO; Terry Lauritsen, Director of Water Utilities; Micah Siemers, Director of Engineering; Laura Sanders, Director of Human Resources; Kelli Williams, Chief Communications Officer; Greg Collins, Assistant Director of Community Development; Steve Roper, Engineer; Captain Troy Newell, 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 was provided by Pastor Steven Griffith, New Beginnings Family Church.**

Mayor Copeland added here reporting on the wildfire event that affected many people in Bartlesville on March 31 and April 1. He stated his appreciation to all of the firefighters who assisted in the event.

**4. Citizens to be heard.**

In opposition to the ratification of Agenda Item 10 were Peter Johnson, John Hensley, Judy McCormick, Joel Rabin, Ryan Ridinger, Carolyn Morgan, Homer Heffington, Dale Earhart, Samantha Williamson, Dustin Owen, Gavin Page, Randy Gamble, Quinn Schipper, Shiloh Gamble, Derrick Maynard, Bill Wilson, Vickie Curless, Stacy Pascal, and Gage Rincon. Each provided their reasons for opposing the action.

Father Lee Stephens spoke in favor of ratifying Agenda Item 10.

Jonathon McCormick spoke in favor of freedom for all, and to uphold the value of diversity and inclusivity.

Judy McCormack also inquired about the increase in water rates and rationing; due to water shortage why new developments are allowed, particularly in Oak Park if there is not enough water; and are there any public service campaigns to promote fire safety, to educate citizens

on evacuation procedures, and to educate citizens on how to build fire preventative spaces around their homes.

## **5. City Council Announcements and Proclamations.**

- Wyland Mayor's Challenge for Water Conservation Month, April 2023. Presented by Mayor Copeland.
- Sexual Assault Awareness Month, April 2023. Presented by Councilmember Roane.
- Child Abuse Prevention Month, April 2023. Presented by Councilmember Dorsey.

## **6. Authorities, Boards, Commissions and Committee Openings**

- One opening on the Bartlesville Area History Museum Trust Authority.
- One opening on the Bartlesville Convention and Visitor's Bureau Board (Visit Bartlesville)
- One opening on the Construction and Fire Code Appeals Board
- Two upcoming openings on the Park Board
- Two upcoming openings on the Board of Adjustment

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

## **7. Consent Docket**

### **a. Approval of Minutes**

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

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

- i. Appointment of Ms. Kelsie Scott to a three-year term on the White Rose Cemetery Board at the recommendation of Mayor Copeland.
- ii. Appointment of Mr. George Halkiades to a three-year term on the Bartlesville Redevelopment Trust Authority at the recommendation of Councilmember Roszel.
- iii. Reappointment of Ms. Kathryn Hadden to a three-year term on the History Museum Trust Authority at the recommendation of Councilmember Roane.
- iv. Reappointment of Ms. Rhonda Hudson, Ms. Kim Miller, Mr. Dylan Smith, Ms. Shala LaTorraca and Mr. Eric Gray to additional two-year terms on the Bartlesville Library Board at the recommendation of Mayor Copeland.

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

- i. Professional Service Contract with Allgeier, Martin and Associates for the 8<sup>th</sup> Street Storm Sewer Design in the amount of \$44,400.00.
- ii. Professional Service contract with Ambler Architects for the Jo Allyn Lowe Park Rain Garden Design in the amount of \$13,325.
- iii. Change Order #2 from Electrical Express, LLC for the Robinwood Soccer Field Lighting Project increasing the contract amount by \$14,422.00
- iv. Amendment to the professional service contract with Guy Engineering Services, Inc. for design services on the Tuxedo Boulevard Bridges over the Caney River and overflow/pond Rehabilitation and Repair Project in the amount of \$15,896.00.



- v. Time and Materials Agreement with Sunbelt Pools to trouble shoot and repair damaged components on the 50-meter lap pool at Sooner Pool with approximate cost between \$12,000 and \$15,000.
- vi. Amended agreement with Richard Kane YMCA for management and operation of Sooner and Frontier pools.

**d. Approval of Execution of Deeds**

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

**e. Receipt of Financials**

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

**f. Receipt of Bids**

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

Mayor Copeland read the consent docket in full.

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

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

Voting Nay: None

Motion: Passed

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

Mr. Dorsey moved to award Bid No. 2022-2023-016 to Vector Controls, Tulsa, OK, in the amount of \$28,253.42, seconded by Vice Mayor Curd.

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

Voting Nay: None

Motion: Passed

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

Assistant Community Development Director Greg Collins reported in Mr. Curtis' absence. He reported that a review of 2020 Federal Census Data showed substantial population changes in the City of Bartlesville wards that resulted in unbalanced representation. Discussion of proposed changes to the ward boundaries occurred at the City Council meeting of February 6, 2023. Per Oklahoma State Statutes, a change in ward boundaries was proposed by resolution

of City Council on March 6, 2023, with direction to City staff to publish notice of said change. Per Oklahoma State Statutes and the City Charter, staff published in the Bartlesville Examiner-Enterprise newspaper a 30-day notice of the proposed ward map change, and the date, time and place of the City Council meeting to be held on Monday, April 3, 2023. The notice was published on Friday, March 3, 2023. The notice contained the heading, "Notice of Public Hearing" and stated that all parties interested in the matter are notified that they may appear at the City Council Meeting on April 3rd and make known their desires at this public hearing. Mr. Collins, using a PowerPoint, described the differences in the population ratios that determined that changes were needed. He provided the proposed ward map as well. It is staff's recommendation the City Council approve the proposed ordinance and Ward map as presented. The action requires a majority vote of the Council.

Discussion covered that Ward 2 and Ward 5 are projected to have the highest growth in the future, and that the changes go into effect as soon as the ordinance is published on April 10, 2023.

Mayor Copeland opened the public hearing at 6:57 p.m. Appearing to speak were Jonathon McCormick who stated that equitable representation is important, and that the new ward maps look good. Nolan Ryan stated that he was fine with the realignment of wards.

There being no one further appear to speak on this item, the Mayor closed the public hearing at 6:59 p.m.

Ms. Roane moved to adopt the Ordinance to change the boundaries of the five wards in the City of Bartlesville as presented, seconded by Mr. Roszel.

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

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

Mr. Kane began with a personal message expressing his disappointment and frustration at the citizens who have sent him, City Councilmembers, and City staff hateful messages through emails and phone calls, and in the public comment portion of tonight's meeting. Especially those citizens who claim to be Christians while passing judgement on anyone who does not agree with them, and acting in a less than Christ-like manner. Mr. Kane continued that 90 days ago the City Council directed him to prepare ordinances for consideration within 120 days, adding that any indication that he or any city staff who have pursued good faith discussions with OKEQ have somehow been negligent in their duty have been misinformed. He then expressed his amazement that supposed proponents of limited government seem unable to accept the idea that there may be limits on the power of this municipal government. There are such limits, and the Nation is currently exploring the outer reaches of those limitations. It was due to these limits, he and City staff continued negotiations with OKEQ to allow further time for this City Council to determine what is right and act responsibly.

Mr. Kane continued stating that the proposed agreement with OKEQ is a compromise, which was not easily given by OKEQ and that OKEQ's vote to ratify the agreement was not unanimous. He provided comments about community and how disagreeing with one another should not mean there is hate for one another. Community is made up of people like the people in this room who may not necessarily agree but nonetheless find a way to get along, beginning with each side making certain accommodations for the greater good of the community we all live in. He stated to the Council that this agreement is a good faith effort by both sides to prevent the culture war that is raging across the country from being fought in Bartlesville. It allows an offramp to give the Council an opportunity to understand this issue, and see how legislators will handle the issue. He emphasized that the agreement is not permanent, ending in one year, and that no one is ceding any argument. At the end, both sides will return to their original position having sacrificed nothing but a little time. In the proposed agreement, OKEQ agreed not have a drag queen show in public, only indoors or on private property, which was the single biggest concern in the original petition that was brought before this Council in October. During this year, the City agrees to take no action to further restrict drag performances or adult entertainment. The City gets more time to make an informed decision with input from State and Federal legislators, and OKEQ is able to have drag queen events, indoors, out of the public parks.

Mr. Kane then reviewed laws already in place to protect children municipally and by State law which he had provided in previous meetings. He read Municipal Code Sections 12-64, 12-65, and 12-91 thru 12-94; the City adopted State Law through Municipal Code Section 12-191; Oklahoma criminal law Title 21 Section 22 of Oklahoma Statute; Title 21, Section 1021A of Oklahoma Statute; and Title 21, Section 1022 of Oklahoma Statute. These laws are on the books and were brought to the City Council's attention in November. He added that the idea that the proposed agreement would cause harm to children in Bartlesville is frankly ludicrous due to laws protecting children already in place.

Addressing the discussion about the proposed agreement requirement that the Bartlesville Police Department be present at the event, Mr. Kane stated that due to the amount of controversy and violent threats about this issue, it is important to have police present at these events. This was put in the agreement merely as confirmation that this is something the City would provide due to the risk involved, which is good police practice. He pointed out the inconsistency of critics who are worried about the safety of children, but do not want police to be present at the Pride event.

Mr. Kane then reported on the case of Friends of Georges, Inc. vs. State of Tennessee filed in March of 2023. The Court issued a ruling in that case on Friday, (March 31, 2023) which enjoined implementation of the Tennessee law restricting drag performances. The State of Tennessee has been at the forefront of restricting drag performances, enjoined by the Federal Court on Friday. The ruling found that the plaintiff was likely to prevail on their merits. He added that it was a Trump appointed judge who ruled in favor of the plaintiffs, stating in the Judge's Opinion, that the laws are already in place and therefore needlessly duplicand. Mr. Kane emphasized that was why he read the Oklahoma laws already in place. He added that the content-based regulation is facially content neutral that was adopted by the Government because of disagreement with the message the speech conveys. Mr. Kane further noted that these proceedings with the comments of those who spoke at the City Council meetings have created a record of this case that will be used as evidence in any case brought against the City of Bartlesville to demonstrate exactly what the Tennessee judge said in his opinion. For example, the ordinance(s) being requested are not because of a drag show concern but

because there is disagreement with the speech conveyed, which is what was heard here tonight. The judge went on to describe the effects of that finding that plaintiff presented in opening arguments that finds there are view point discrimination because the target is drag queens, which is again what has been heard here today. He reiterated that the Tennessee findings ruled that the case is unconstitutional. He continued reporting that Section 2 of the Tennessee Statute defines drag as adult cabaret entertainment. Plaintiff, Friends of George, Inc., argued that this could mean preventing about anything, including preventing drag shows in a private home, and it was found by the Court to be presumptively unconstitutional. Mr. Kane concluded his presentation stating that if the State of Tennessee, represented by the Office of the Attorney General with its large number of attorneys were unable to convince a Federal Judge, then asking him, a part-time municipal attorney, to do the same is unreasonable. He offered his opinion as someone who loves this community and cares about its prosperity, that the City Council should ratify the agreement.

Discussion covered appreciation for Mr. Kane's work on this issue; if ratification is approved and State legislature acts on the issue, that State law would supersede any City law on it; how agreement section 4 in the agreement was included to ensure the Pride celebration could continue to be held, just no drag queen show in public; how the point of the agreement is not to inflame this situation, cool off, and see how the State determines; how neither side has given up their rights, just agreeing not to exercise them for a year; how the agreement would be moot should any part of it is broken, whether by OKEQ and/or by the City; how proposed ordinances could continue to be researched for Bartlesville, during the year using the State as a guide; how several States have websites with information on how they are addressing drag queen shows in their State; how the agreement has been approved by the OKEQ organization, but if the Council does not ratify as presented at this meeting, the Agreement is off the table per OKEQ-approve as is; both Agenda Items 10 and Item 11 to be approved as presented by OKEQ; how Item 11 is in line with the State laws so not an unreasonable ask since it would bring the City of Bartlesville ordinance in line with the State; how age restrictions were not included in the agreement since that was not part of the original petition served to the City Council which focused on removing the drag queen show from public spaces; and how parents have a constitutional right to decide whether or not their children can attend any Pride event; and if unaccompanied children are allowed to attend a drag queen show, and it is determined that OKEQ is not handling their event in the way it was agreed upon, then it will addressed in a year. Further discussion covered how if the City tries to enforce ordinances banning drag queen shows and end up in court like Tennessee, then based on what has transpired there, OKEQ could end up performing drag queen shows in the park again; again, how OKEQ has agreed to hold the drag queen shows in private; how Pride celebrations have been held for several years and will continue to do so publicly; and how it was the drag queen show in September 2022 that was held in a park that started the petition.

Mayor Copeland stated that he as well as his co-councilmembers and City staff have received a lot of communication, some positive, some malignant, much of it filled with misinformation and misunderstanding. There were those who thought the agreement was something different altogether. He reminded everyone that the United States are a nation of laws, which cities also have to obey. Many have followed the State House Bill on this subject which has had the title stricken, body amended, and appears to be in a constantly evolving situation. He added that the question is whether or not the City Council is qualified to enter into and attempt to regulate a matter of this magnitude. The petition asked to take the drag queen show out of the public which is the issue at hand. Mr. Kane confirmed this and again encouraged the City Council to wait until it is known what is possible within the constraints of the Constitution, and that not to wait would be foolhardy. Mayor Copeland concluded that this falls on their desk whether

comfortable with it or not. He added that the City Council and staff have been respectful, listened to all sides, and discussed the issue over several meetings.

Mr. Roszel moved to ratify the Agreement with Oklahomans for Equality as presented, seconded by Vice Mayor Curd.

Vice Mayor Curd stated that Mr. Kane made a good presentation with many good points. He added that he would still like to pursue ordinances when sufficient information is available. He concluded that Mr. Kane made a good case for ratifying the proposed agreement.

Mr. Roszel stated that he has been taking a constitutional class through Hillsdale College, and he learned early in that class that the government was set up to be reasonable and move at a slow pace. This was specifically to limit overreach of government authority which can erode individual liberties, individual freedoms and taking away constitutional rights. He concluded how he appreciates Mr. Kane and that the proposed agreement, and how it has been developed and presented, is the perfect example of government using reason, rationale, pause, and moving forward with knowledge and intelligence.

Ms. Roane read a statement that covered her appreciation of Bartlesville for how people work together, for the most part, to accomplish good things for the benefit community no matter of color, income, gender or philosophy of life for the health, safety and benefit of this unique community; that she feels there is a common love of Bartlesville; that she has been concerned about people attacking friends and acquaintances who are on both sides of this issue; how many citizens have been disrespectful, cruel, and unkind to city staff and city councilmen; how many think the City Councilmembers have already decided what the council is doing to do before it is even done; how this issue has divided our community and making it unrecognizable. She continued stating the she had made her position clear as did other councilmen in the January 3, 2023 meeting. She informed those in attendance and watching that the webcasts of every City Council meeting are available at the city's website. She urged citizens to watch them instead of getting information from social media. She added that Councilmembers do not create the agenda and sees it on Thursday before a meeting just like the public, so they do not know what is on the agenda before it is published. She continued stating that the Council is being asked to make a decision for over 37,000 people on a very important community issue with no discussion or input tonight regarding the proposed agreement or the following ordinance and are asked to approve it as is at OKEQ's mandate.

Ms. Roane continued that she feels there is language in the written agreement which could be interpreted in more than one way, specifically that the drag queen show must be held indoors. She feels there are no restrictions for indoor public spaces, but according to OKEQ and Mr. Kane, no changes can be made or the agreement is withdrawn. She also shared that she feels that there is no reasoning for adding language to a State statute (Item 11) when there is a federal fair housing act that is supreme which already has the exact language requested by OKEQ. She concluded that those two concerns lead her to believe there may be unintended consequences in approving both Agenda Item 10 and 11 as presented. She also thanked everyone who spoke at this meeting and asked citizens to remember that everyone is to be respected.

Dale concluded with that whatever the result is tonight, he wanted the public to know that the City Council, as a whole, does not know how the vote will transpire. The Oklahoma Open Meetings Act prevents the City Council from discussing the agenda items outside the posted meetings. He added that government does move slowly, but 200 years later, this nation is still

the best nation on earth as is this City, even with flaws. He concluded that Bartlesville is an amazing place to live with amazing people, and asked for patience and consideration from its citizens.

Voting Aye: Mr. Roszel, Vice Mayor Curd, Mayor Copeland

Voting Nay: Ms. Roane, Mr. Dorsey

Motion: Passed

**A brief recess was taken at this time at 7:59. Reconvening at 8:10 p.m.**

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

Mr. Kane reported that in Agenda Item 10, City staff recommended that the Council ratify a proposed Agreement with Oklahomans for Equality (OKEQ). During the course of negotiating the Agreement, OKEQ requested the amendment of Bartlesville's existing Equal Access to Housing ordinance to include familial status, sexual orientation, or gender identity. Since Bartlesville already has an Equal Access to Housing ordinance on its books, and familial status, sexual orientation, or gender identity likely do not constitute legitimate basis for housing discrimination under existing law, this does not seem like an unreasonable request. This amendment is a specific consideration for OKEQ's participation in the Agreement proposed previously in Agenda Item 10. He concluded that if it is not passed by the Council, OKEQ is unlikely to participate in said Agreement.

Discussion covered how this action simply brings the City ordinance in line with existing State and Federal laws; how the law has not been used to-date; how these laws are already in place with State and Federal laws; and that the ODEQ representatives requested the amendment during negotiations, in which the City Attorney felt it was a reasonable request.

Mr. Roszel moved to adopt the Ordinance amending Article XI, Sections 12-179, 12-180, 12-181, and 12-82 as it pertains to Equal Access to Housing as presented, seconded by Vice Mayor Curd.

Voting Aye: Vice Mayor Curd, Mr. Roszel, Mayor Copeland

Voting Nay: Ms. Roane, Mr. Dorsey,

Motion: Passed

**12. Discuss and take possible action on a recommendation by the Bartlesville Development Authority that the previously approved development assistance of \$40,897 for Jimmy's Egg be applied to the alternative location; the former McAlister's Deli at 2330 Washington Blvd. Presented by Chris Batchelder, Vice President, Business Development, Bartlesville Development Authority.**

Mr. Batchelder reported that in January of 2020 City Council approved an appropriation from the Economic Development fund for a combination Bricktown Brewery/Jimmy's Egg to be located in an outparcel of the newly redeveloped Shoppes at Turkey Creek. Because of the Covid pandemic and its effects on the two restaurant chains, it was questionable if both concepts would come to Bartlesville. In April 2021 City Council approved a modification of the original incentive package to be split into separate incentives. This allowed Bricktown Brewery to move forward with its new location in Bartlesville. Until early 2023, it was still uncertain

whether Jimmy’s Egg would come to Bartlesville. In the meantime, the real estate group that owns the Bricktown Brewery building, landed a national credit tenant for the space that Jimmy’s Egg was originally intended to occupy. Jimmy’s Egg then started looking for alternative locations in Bartlesville and decided that the former McAlister’s building could meet their needs. Jimmy’s Egg approached the BDA with their newly proposed location, but to bring the building up to fire code a new sprinkler system would have to be installed, at a cost of approximately \$100,000. The BDA agreed that the original incentive of \$40,897 could help lower the cost of the fire sprinkler upgrade. Jimmy’s Egg moved forward with a lease contingent upon receiving the originally agreed incentive funds from BDA. Jimmy’s Egg plans to invest roughly \$850,000 into the new project, including the new fire suppression system. The \$40,897 incentive is based on the estimated yearly sales of \$1,202,853 for a non-targeted brand restaurant, per the BBA retail policy. Breakdown is as follows:

|   |                 |
|---|-----------------|
| Retail Incentive Breakdown: Jimmy’s Egg Sales | \$1,202,853     |
| (Substitution Discount 80%) x .20             | \$240,570       |
| (Sales Tax Rate) x .034                       | \$8,179         |
| <u>(10 Year Investment) x 10</u>              | <u>\$81,794</u> |
| <b>(Retail Policy Qualification 50%) x .5</b> | <b>\$40,897</b> |

The Bartlesville Development Authority Board of Trustees have recommended approval as presented.

Discussion covered how the incentive was determined and the required criteria to qualify; that Jimmy’s Egg is a national brand serving breakfast and lunch; local business incentives; and that without the incentive Jimmy’s Egg will not locate in Bartlesville.

Ms. Roane moved to approve applying the previously approved development assistance in the amount of \$40,897 for Jimmy’s Egg to the alternative location as presented, seconded by Mr. Dorsey.

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

Voting Nay: None

Motion: Passed

**13. Discuss and take possible action to adopt an Ordinance amending Chapter 20, Division 7 of the Bartlesville Municipal Code pertaining to Water Shortages. Presented by Terry Lauritsen, Director of Water Utilities.**

Mr. Lauritsen reported that the City’s water supply has been impacted by the prolonged drought experienced by the region. The watershed feeding Hulah Lake, which is the City’s largest water storage component, is experiencing extreme and exceptional drought conditions as classified by the National Oceanic and Atmospheric Administration. Currently the overall water supply is at 61.8%. The City has in place a Water Shortage Ordinance (Ordinance 3398) that authorizes Council to restrict or prohibit water use, establishes regulatory framework for exemptions, penalties and emergency water rates. The Ordinance requires a separate resolution to implement the Drought Contingency Plan (developed in 2002), which was done in 2012 (resolution 3294) and still in effect. A resolution implementing the Emergency Water Rates has not been enacted. The Drought Contingency Plan establishes drought stages and subsequent actions based on the remaining water supply. Currently we are in Stage 2, which stipulates the following (current status is in *italicized*)

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

In March, staff provided an update on the water supply status and a draft Water Shortage Ordinance with updated emergency volumetric rates as well as provisions to consolidate the Drought Contingency Plan into the Water Shortage Ordinance to create one document for the City's strategy in managing droughts and water shortages. Based on Council input at the March meeting, staff modified the emergency volumetric rates for each stage and added a provision to the variance process for business entities, and recommends approval of the proposed Ordinance.

Discussion covered the number of households (265) that use 10,000 gallons and above, and how if all residential customers would reduce consumption by 1,000 gallons a month and all commercial business would reduce consumption by 2,000 gallons per month, the water usage would drop by 20,000 gallons which would substantially and positively affect the community. Discussion also covered the effect of increasing rates; how rates would not be increased without approval by the City Council by resolution at each phase; how to get conservation tips out to the public; appreciation of staff monitoring the situation; and appreciation of citizens who are conserving.

Ms. Roane moved to adopt the Ordinance amending Chapter 20, Division 7 of the Bartlesville Municipal Code pertaining to Water Shortages as presented, seconded by Mr. Dorsey.

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

Voting Nay: None

Motion: Passed

**14. Discuss and take possible action on a proposed Resolution declaring that a potential water shortage exists and implementing the Stage Two Emergency Water Rate Adjustment. Presented by Terry Lauritsen, Director of Water Utilities.**

Mr. Lauritsen reported that if the proposed amendments to the Water Shortage Ordinance are approved by Council in Agenda Item 13., a separate resolution is required to implement the emergency water rates. Currently, the City's water supply is at 61.8% and falls within Stage Two of the ordinance. Staff is recommending implementing the Stage Two Emergency Water Rates as called for in the ordinance adopted in Item 13. If approved, these rates would go into effect on April 10 following publication in the local newspaper. Staff recommends approval of the proposed resolution as presented.

Vice Mayor Curd moved to approve the Resolution declaring a potential water shortage exists and implements the State Two Emergency Water Rate Adjustment effective April 10, 2023 as presented, seconded by Mr. Dorsey.



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

**15. Discussion and update on First Christian Church proposals. Presented by Mike Bailey, City Manager.**

Mr. Bailey reported that in October 2022, the City of Bartlesville issued a request for proposals (RFP) for the use of the First Christian Church (FCC) building. The City has an opportunity to acquire FCC by donation, but there are no current planned uses for the facility. As such, the City Council authorized Staff to explore partnerships with other organizations for potential beneficial uses of this facility.

The final version of the RFP is attached. A total of six proposals were received by the deadline. The proposals are listed below by organization and type of activity proposed.

- Ambler Architects/Helm Ventures/Green Copper Holdings - retail and office
- Boost - entrepreneur center
- Shelby Brammer/Sidney Brammer/Eric Jaekel - arts hub facility, retail, black box studio
- Buffalo Roam - film production facility and film training institute
- Alan Gentges - arts, faith-based activities, and community space
- Project Tribute Foundation - non-profit incubator

Each of these proposals has unique elements, varying levels of private investment, economic benefits, and meet different public needs. A special ad hoc panel is currently reviewing all proposals. Finalists will be invited to interviews where the panel will be able to better understand the specifics of each proposal.

This panel is largely the same make up as the group who oversaw the conference center feasibility study and is comprised of:

- Mayor Copeland
- Vice Mayor Curd
- Mike Bailey - City Manager
- Larry Curtis - Community Development Director
- Jason Muninger - CFO
- Micah Siemers - Engineering Director
- Val Callaghan - Community Center Director

In conclusion, Mr. Bailey reported that once the finalists have been interviewed, the panel will make a recommendation to the City Council. Vice Mayor Curd added that not all proposals met the required criteria.

**16. Presentation of staff recommendations 2023 GO Bond Projects. Presented by Micah Siemers, P.E., Director of Engineering.**

Mr. Siemers reported that as Council considers calling a vote to authorize General Obligation (GO) bonds for capital improvements, staff has compiled a list of projects to consider. Staff has

targeted a 4-year GO bond issuance projected to generate \$17.6MM. The duration for the 4-year GO Bond was selected based upon the future bonding analysis provided by our bond council, Jon Wolff, of Municipal Finance Services, Inc. Staff received just over \$29.4MM in capital requests from department directors and have put together recommendations totaling \$17.55MM including estimated cost of issuance for the bonds. This leaves just under \$50K in projected available funds that could be allocated towards projects. The recommended list of projects and future bonding analysis was distributed to Council members for their review and Mr. Siemers reviewed each one using a PowerPoint. The remaining unfunded director requests were included as part of the presentation. No action is needed at this time with regards to specific projects, although City Council input is encouraged with a deadline of April 20.

There are a couple of items to note with this recommendation. First, park projects were requested from both the Public Works Department and the Park Board, so there is some overlap in the initial requests. The Park Board had not yet prioritized their list of projects when City Directors were asked to submit their capital requests. The Park Board called a special meeting to prioritize their list and have done so (reflected in this presentation). Second, there is a street funding request without specific streets identified. The staff request is for a certain level of GO Bond funding each year to slightly improve the pavement condition index (PCI) of the roadway system. This funding level was considered in conjunction with funding already planned as part of the current 5-year sales tax extension. The PCI study that has been ongoing since September, 2021 is finally nearing completion. Staff has not had the opportunity to fully dive into a list of projects generated by the model, but they have been able to target a yearly budget to maintain or slightly improve the overall condition of the system. The presentation included a brief overview of what various funding levels will buy the City with regards to future street condition. Once staff has a better idea of what the street budget will be, specific street projects will be evaluated and presented to the Street and Traffic Committee for prioritization and council approval.

Discussion covered more funding for streets.

#### **17. Presentation of significant budget issues. Presented by Jason Muninger, CFO/City Clerk.**

Mr. Muninger reported that he and the City Manager wanted to bring some large items to the forefront of the City Council's mind prior to budget review and approval. Use Tax collection received March 9, 2023 was in the amount of \$352,000. By the time for budget approval, there will be a couple of more months to evaluate the Use Tax estimates for next year. Sales tax looks to finish the year strong, up \$712,000 from last year's collection. The five-year trend indicates the City could expect a 3.1% increase in sales tax for FY 2023-24, but maintaining conservative budget practices will be more like FY 2022 actual, and will reflect a decrease in what is anticipated over actuals from FY 2023. The third significant issue is inflation. Mr. Muninger reported that 6% inflation should be projected, also providing how inflation has affected buying power and employee retention issues. The last issue is employee turnover. The City currently budgets for 377.02 full time employees. Over the past fiscal year, the City has hired 52 employees, 43 have left by the way of resignation, termination, or retirement. At this time the City is advertising for four different job titles with some of those containing multiple positions within the title. Recruitment, filling, and retention has been somewhat difficult for many departments throughout the City, with a rough estimate of 15% turnover throughout the first three quarters of the fiscal year.

Discussion covered use tax and its potential impact on the budget.

**18. New Business**

There was no new business to address.

**19. City Manager and Staff Reports.**

Mr. Bailey reported that due to the Good Friday holiday this week, Friday trash routes will run on Wednesday, April 5.

**20. City Council Comments and Inquiries.**

Mr. Roszel thanked the firemen for their work on Friday and Saturday of the previous week, handling the wildfires. Appreciation to all of the first responders for their assistance was offered by the City Council.

**21. There being no further business to address, Mayor Copeland adjourned the meeting at 9:30 p.m.**

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Dale W. Copeland, Mayor

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Jason Muninger, CFO/City Clerk



Council Chambers  
401 S. Johnstone Avenue  
Bartlesville, OK 74003

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

**Thursday, April 13, 2023  
12:00 NOON**

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

**MINUTES**

(The Notice of Meeting and the Agenda was posted April 11, 2023 at 11:00 a.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; Captain Troy Newell, Security; and Elaine Banes, Executive Assistant.

- 1. Mayor Copeland called the business meeting to order at 12 p.m.**
- 2. Roll call was conducted and quorum established.**
- 3. The invocation was provided by Councilmember Roane.**
- 4. Citizens to be heard.**

There were no citizens to be heard.

- 5. Discuss and take possible action to approve entering into global settlement agreement with certain opioid retailers and manufacturers as per the Oklahoma Attorney General's recommendation. Presented by Jess Kane, City Attorney.**

Mr. Kane reported that the State of Oklahoma entered into global settlement agreements with certain opioid retailers and manufacturers, and the Oklahoma Attorney general will be handling for Oklahoma cities and counties. In order to become a beneficiary of the settlement, a participation form must be signed by the Mayor by April 18, 2023.

A brief discussion covered that the amount that will be received by Bartlesville is yet unknown; reporting requirements; how if the settlement requirements/criteria are not desirable, a City may opt out and reject being part of the settlement; explanation on how if opting into the settlement agreement, the City could not individually sue the parties separately; and how any funds received should be used for programs or first responders related to opioid abuse.

Ms. Roane moved to approve entering into global settlement agreement as presented, seconded by Mr. Dorsey.

Voting Aye: Ms. Roane, Mr. Dorsey. Vice Chairman Curd, Mayor Copeland  
Voting Nay: None

Motion: Passed

**6. City Manager and Staff Reports.**

Mr. Bailey reported on upcoming City Council meeting items, such as the First Christian Church lease recommendation will be presented on May 1; there will be a budget workshop meeting on May 15; the budget will be finalized on June 5 and GO Bond projects will be determined; and on July 3 the GO Bond election will be called.

GO Bond project recommendations from Councilmembers are due by April 20 to the City Manager.

**7. City Council Comments and Inquiries.**

Mr. Roszel reported the water levels are at 60%. Mr. Bailey concurred and stated that water conservation is very important at this time.

**8. There being no further business to address, Mayor Copeland adjourned the meeting at 12:18 p.m.**

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**Mayor Dale W. Copeland**

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**Jason Muninger, CFO/City Clerk**



Agenda Item 7.b.i.

April 20, 2023

Prepared by Trey Yankovich,  
Community Development Department and  
Staff Liaison to the  
Construction & Fire Code Appeals Board

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**I. SUBJECT, ATTACHMENTS, AND BACKGROUND**

*Discuss and take action to appoint Mr. William (Bill), Hollander to a three-year term on the Construction & Fire Code Appeals Board.*

*Attachments:*

*Construction & Fire Code Appeals Board application*

**II. STAFF COMMENTS AND ANALYSIS**

*Based on his application, staff believes Mr. Hollander would be a good candidate for this position.*

**III. RECOMMENDED ACTION**

*Staff recommends the appointment of Mr. Hollander to a three-year term on the Construction & Fire Code Appeals Board at the next City Council meeting.*

# CITY OF BARTLESVILLE

## APPLICATION FOR CITY BOARDS, COMMISSIONS, COMMITTEES AND TRUST AUTHORITIES

✓ - Please check the ones you wish to serve on:

- |   |   |
|---|---|
| <input type="checkbox"/> Adams Municipal Golf Course Committee<br><input type="checkbox"/> Ambulance Commission<br><input type="checkbox"/> Bartlesville Adult Center Trust Authority<br><input type="checkbox"/> Bartlesville Convention & Visitors Bureau<br><input type="checkbox"/> Bartlesville Development Authority<br><input type="checkbox"/> Bartlesville History Museum Trust Authority<br><input type="checkbox"/> Bartlesville Library Trust Authority<br><input type="checkbox"/> Bartlesville Redevelopment Trust Authority<br><input type="checkbox"/> Bartlesville Water Resources Committee<br><input type="checkbox"/> City Board of Adjustment<br><input type="checkbox"/> City Planning Commission | <input type="checkbox"/> Community Center Trust Authority<br><input checked="" type="checkbox"/> Construction and Fire Code Appeals Board<br><input type="checkbox"/> Library Board<br><input type="checkbox"/> Park Board<br><input type="checkbox"/> Sewer System Improvement Oversight Committee<br><input type="checkbox"/> Street and Traffic Committee<br><input type="checkbox"/> Tax Incentive District Review Committee<br><input type="checkbox"/> Tower Green Design Committee<br><input type="checkbox"/> Transportation Committee<br><input type="checkbox"/> Tree Sub-Committee of the Park Board<br><input type="checkbox"/> White Rose Cemetery Board |
|---|---|

NAME: William (Bill), Hollander HOME PHONE: n/a  
 ADDRESS: 1716 S. OSAGE AVE WORK PHONE: n/a  
 CITY/STATE/ZIP: Bartlesville, Ok. 74003 CELL PHONE: 918-440-0716  
 EMAIL ADDRESS: bhollan911@aol.com WARD NO: \_\_\_\_\_

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

Tell us about your previous community involvement and the duration of your involvement:  
Arson Investigator, Public Information Officer, Fire Inspector  
etc.

What would you like to see this board, commission, committee or authority accomplish?  
GIVE A fair hearing on any disputes involving fire code

Signature: [Signature] Date Applied: 04/19/2023

Please mail or deliver to: City of Bartlesville  
 City Manager's Office  
 401 S. Johnstone Ave.  
 Bartlesville, OK 74003



For anything additional, please attach.

## **I. SUBJECT, ATTACHMENTS, AND BACKGROUND**

Discuss and take action to switch our stop loss carrier from American Fidelity to Optum.

Attachments:

Stop loss renewal proposal for 07/01/2023

Optum (Unimerica) Insurance Company - Stop Loss Insurance Agreement

Stealth Services Contract

## **II. STAFF COMMENTS AND ANALYSIS**

The City of Bartlesville uses stop loss insurance to protect the City against large claims on the medical insurance plan. The current stop loss limit per individual is \$100,000. For example, if a covered employees medical claims reach or become more than \$100,000 during that fiscal year then the stop loss coverage would reimburse the City for any expenses beyond \$100,000.

The City's current stop loss carrier is American Fidelity. The contract for the carrier is renewed every fiscal year. This year the City received a 4.8% increase with American Fidelity and changes to the agreement that would not be beneficial to the City. It was necessary to find a more compatible carrier. Optum presented a proposal that meets the needs of our plan and would also provide for only a 0.1% increase.

These agreements were vetted and approved by Hub International, the City's benefit consultants. The agreements were also sent to Jess Kane for review.

## **III. BUDGET IMPACT**

The budget impact will be minimal at only a 0.1% increase from last year.

## **IV. RECOMMENDED ACTION**

Staff recommends approval and execution of agreement with Optum.



# City of Bartlesville

July 1, 2023

## Medical Administration and Stop Loss

| Stop Loss Carrier                   |                      | Current<br>American Fidelity | Renewal<br>American Fidelity* | Option 1<br>Optum        |
|-------------------------------------|----------------------|------------------------------|-------------------------------|--------------------------|
| <b>Third Party Administration</b>   | <b>Enrolled</b>      | <b>UMR</b>                   | <b>UMR</b>                    | <b>UMR</b>               |
| Admin Fee - Composite               | 286                  | \$46.56                      | \$48.11                       | \$43.11                  |
| Monthly Fee                         |                      | \$13,316                     | \$13,759                      | \$12,329                 |
| Annual Fee                          |                      | \$159,794                    | \$165,114                     | \$147,954                |
| <b>Individual Stop Loss (ISL)</b>   | <b>Contract Type</b> | <b>24/12</b>                 | <b>36/12</b>                  | <b>24/12</b>             |
| Annual Deductible Per Person        |                      | \$100,000                    | \$100,000                     | \$100,000                |
| Single ISL PEPM                     | 148                  | \$86.08                      | \$88.57                       | \$94.77                  |
| Family ISL PEPM                     | 138                  | \$245.09                     | \$268.11                      | \$238.16                 |
| Monthly Fee                         |                      | \$46,562                     | \$50,108                      | \$46,892                 |
| Annual Fee                          |                      | \$558,747                    | \$601,290                     | \$562,704                |
| \$ Difference                       |                      |                              | \$42,543                      | \$3,957                  |
| % Difference                        |                      |                              | 7.6%                          | 0.7%                     |
| <b>Aggregate Stop Loss (ASL)</b>    |                      |                              |                               |                          |
| ASL PEPM                            | 286                  | \$6.78                       | \$6.92                        | \$6.41                   |
| Monthly Fee                         |                      | \$1,939                      | \$1,979                       | \$1,833                  |
| Annual Fee                          |                      | \$23,269                     | \$23,749                      | \$21,999                 |
| \$ Difference                       |                      |                              | \$480                         | -\$1,270                 |
| % Difference                        |                      |                              | 2.1%                          | -5.5%                    |
| <b>ISL + ASL Combined</b>           |                      |                              |                               |                          |
| <b>Total Annual Premium</b>         |                      | <b>\$582,016</b>             | <b>\$625,040</b>              | <b>\$584,704</b>         |
| \$ Difference                       |                      |                              | \$43,024                      | \$2,688                  |
| % Difference                        |                      |                              | 7.4%                          | 0.5%                     |
| <b>Claims</b>                       |                      |                              |                               |                          |
| Monthly Attachment Factors - Single |                      | \$496.89                     | \$501.97                      | \$496.89                 |
| Monthly Attachment Factors - Family |                      | \$1,401.20                   | \$1,478.34                    | \$1,401.20               |
| Expected Monthly Claims - Single    |                      | \$397.51                     | \$401.58                      | \$397.51                 |
| Expected Annual Claims - Family     |                      | \$1,120.96                   | \$1,182.67                    | \$1,120.96               |
|                                     |                      | \$266,905                    | \$278,302                     | \$266,905                |
| <b>Total Expected Claims Costs</b>  |                      |                              |                               |                          |
| <b>Maximum Claims Costs</b>         |                      | <b>\$3,202,864</b>           | <b>\$3,339,630</b>            | <b>\$3,202,864</b>       |
| Max Estimated Annual Cost           |                      | \$3,784,880                  | \$3,964,670                   | \$3,787,567              |
| \$ Difference from Current          |                      |                              | \$179,790                     | \$2,688                  |
| % Difference from Current           |                      |                              | 4.8%                          | 0.1%                     |
| <b>Disclosure Status</b>            |                      |                              | <b>Pending Large Claims</b>   | <b>Firm Through 4/20</b> |
| <b>Lasers</b>                       |                      |                              | H. H. at \$325K               | H. H. at \$325K          |
| <b>No New Lasers at Renewal</b>     |                      |                              | NNL + 50% Rate Cap            | NNL + 50% Rate Cap       |
| <b>Pre 65 Retirees Covered</b>      |                      |                              | Yes                           | Yes                      |
| <b>UMR Preferred Vendor</b>         |                      |                              | No                            | Yes                      |

The above analysis is for illustrative purposes only.

\*American Fidelity (SL Stop Loss) – American Fidelity has spun out their stop loss division. This renewal would be SL Stop Loss utilizing US Fire paper. Still cannot get to the Optum proposal and are not UMR preferred so the fee applies. Are not firm until they get one question answered.

i. C. Dr. clinical synopsis from the 3/10-3/15 pre-cert, as well as confirm he has been discharged

UNIMERICA INSURANCE COMPANY

A Stock Company

Administrative Offices: 11000 Optum Circle, Eden Prairie, MN 55344
Phone: 1-800-454-0233

APPLICATION FOR EXCESS LOSS INSURANCE

The undersigned Applicant requests the Excess Loss Insurance Benefits shown herein and provided by Unimerica Insurance Company, and agrees to be bound by the terms and provisions of the Excess Loss Insurance Policy.

Full Legal Name of Applicant: City of Bartlesville
Address: 401 S Johnstone Ave, Bartlesville, OK 74003
Key Contact: Telephone: 918-338-4221 Tax ID: 73-6005079

Applicant is a: Corporation Labor Union Partnership Association Proprietorship Other:
Nature of Business of the Group to be Insured: Requested Effective Date: July 1, 2023

Total number of eligible persons: Employees: Retirees: (Pre 65)
Are retirees covered: Yes No

Affiliates or Subsidiaries: Addresses of Affiliates or Subsidiaries:

Full Name of Administrator: UMR Pharmacy Benefit Manager: RxBenefits
Address: 11 Scott Street, Wausau, WI 54403
Key Contact: Telephone:
Agent or Broker:
Tax ID:
Address:

SPECIFIC EXCESS LOSS INSURANCE Yes No

Benefit Period: Covered Expenses Incurred from July 1, 2022 through June 30, 2024 and Paid from July 1, 2023 through June 30, 2024.

Specific Deductible: per Covered Person: \$100,000\*

Specific Percentage Reimbursable: 100%

Maximum Specific Benefit per Covered Person: Unlimited Other

Covered Expenses under Specific Excess Loss: Medical Stand Alone Prescription Drug Program

Common Accident Provision: Yes No

Table with 2 columns: Description, Specific Premium Rates per month. Rows: Employee (\$ 93.77), Family (\$ 237.16)

Specific Accommodation Reimbursement Endorsement Yes No
Specific Step-Down Deductible Endorsement Yes No
Specific Terminal Liability Endorsement Yes No
Aggregating Specific Deductible Endorsement Yes No
Independent Review Organization Extended Liability Endorsement Yes No

AGGREGATE EXCESS LOSS INSURANCE:  YES  NO

**Benefit Period:** Covered Expenses Incurred from July 1, 2022 through June 30, 2024, and Paid from July 1, 2023 through June 30, 2024.

**Covered Expenses under Aggregate Excess Loss Coverage:**  Medical  Dental  Vision  
 Stand Alone Prescription Drug Program  
 Other (Please Specify)

**Aggregate Percentage Reimbursable:** 100%

**Maximum Aggregate Benefit:**  \$500,000  \$1,000,000  Other

**Minimum Annual Aggregate Deductible:** \$3,235,416 or 100% of the first Monthly Aggregate Deductible amount times 12, whichever is greater.

**Maximum Covered Expenses per Covered Person accumulating toward the Maximum Aggregate Benefit:** \$100,000

**Aggregate Excess Loss Premium:** \$ 5.85 per Employee per month

**Aggregate Terminal Liability Endorsement:**

Yes  No

**Aggregate Accommodation Endorsement:**

Yes  No

**Independent Review Organization Extended Liability Endorsement**

Yes  No

| Monthly Aggregate Factors: |             |                    |
|----------------------------|-------------|--------------------|
| Covered Persons            | Medical     | Prescription Drugs |
| Employee                   | \$ 496.89   | Included           |
| Family                     | \$ 1,401.20 | Included           |

**It is understood and agreed by the undersigned that:**

1. The statements, declarations and representations made in this Application, any request for proposal, the underwriting information provided by or on behalf of the undersigned and the Plan Document are the undersigned's representations; that any Policy is issued in reliance upon the truth of such statements, declarations, and representations; and that such statements, declarations, and representations will form a part of the Excess Loss Insurance Policy. Any inaccuracy in such information or failure to disclose any such information, including all claims or possible claims, paid or pending, or which the Employer should otherwise know about, if discovered later, can result in rejection of this Application, or can change the terms, conditions or premiums, or can cancel coverage.
2. As a condition precedent to the approval of this Application, the undersigned shall furnish to the Company a copy of the executed Plan Document within 90 days after the date of this application describing the benefits provided by the Plan, which shall be kept on file in the office of the Company. If the Company does not receive the Plan Document within 90 days, the Company may refund all premium and the Application shall have been null and canceled when signed. No Excess Loss Insurance will be effective nor reimbursement made unless a Plan Document is received and accepted by the Company.
3. The Company will evaluate the undersigned's risk, as requested by this application, the underwriting data received and represented by the Plan and may require adjustments of rates, factors, and/or special limitations.
4. Any coverage resulting from this Application shall be subject to the terms and provisions of the Policy herein applied for. Coverage shall become effective on the date specified in this Application if all requirements of the Company, including the Plan Document and the underwriting requirements have been met and the required premiums paid.
5. The receipt by the Company of the first month's premium and deposit of any check drawn in connection with this Application shall not constitute an acceptance of liability. In the event the Company does not approve this application, its sole obligation shall be to refund such sum to the undersigned.
6. The undersigned will provide or employ an Administrator to administer the Plan and to process and pay claims according to the Plan Document. The undersigned acknowledges that the Administrator is the undersigned's agent and not the agent of the Company and that statements and answers given by the Administrator are binding on the undersigned.
7. Other:
  - Rate Cap provision is included that will guarantee your Subsequent Policy Period beginning July 1, 2024 will not contain any new Specific Deductible greater than the group's standard Specific Deductible for any covered person other than Hudson Hollander\*. In addition, the Specific Monthly Premium Rate will not increase more than 50%. The Rate Cap will not apply if the Company determines there is a material change to the Policyholder's Plan, the Excess Loss Insurance Policy, or the composition of the group. Continuation of the Rate Cap will be assessed annually.
  - \*Hudson Hollander will have a Specific Deductible of \$325,000 for the Policy Period July 1, 2023 through June 30, 2024. This Specific Deductible is subject to review upon any Subsequent Policy Period. Only charges up to the standard Specific Deductible will apply toward the Aggregate Excess Loss Benefits. If qualified, the Step Down Deductible provision will not apply.
  - Retirees (Pre 65) are considered Covered Persons for benefits under the Excess Loss Policy.

The undersigned has read the entire Application for Excess Loss Insurance and understands that the insurance requested herein is not in effect until this Application is approved and accepted by the Company.

Full Legal Name of Applicant: City of Bartlesville

Signature of Authorized Person: \_\_\_\_\_

Print Name: Dale Copeland Title: Mayor

Date: 05-01-2023

Signature of Agent or Broker: \_\_\_\_\_

Print Name of Agent or Broker: \_\_\_\_\_

**FRAUD WARNING NOTICES:**

**“WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, make any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.”**

## SERVICES CONTRACT

This Services Contract (the "**Agreement**") is entered into between Stealth Partner Group, LLC, a subsidiary of Amwins Group, Inc. (collectively "**Stealth**"), and The City of Bartlesville ("**Group**"), and that certain self-funded group health plan ("**GHP**"). Stealth, GHP, and Group are sometimes referred to individually as a "**Party**" and collectively as the "**Parties**." This Agreement is effective July 1, 2023 (the "**Effective Date**").

### RECITALS

WHEREAS, Stealth has partnered with numerous parties to create Amwins Gene Therapy Solutions (the "**Program**") to provide certain cell and gene therapy benefits pursuant to a performance guarantee as set forth in this Agreement and indemnified by Amwins Gene Therapy Solutions (IC) LLC ("**Company**") under a Contractual Liability Insurance Policy ("**CLIP**");

WHEREAS, Group is establishing and maintaining a self-funded group health plan ("**GHP**") for its employees and dependents;

WHEREAS, Company has contracted with United States Fire Insurance Company ("**Reinsurer**") to provide certain reinsurance services for the Program;

WHEREAS, Group would like to participate in Amwins Gene Therapy Solutions; and

THEREFORE, in consideration of the mutual agreements and covenants contained in this Agreement and other good and valuable consideration the receipt of which is acknowledged, the Parties agree to the following:

### AGREEMENT

#### **SECTION 1: DEFINITIONS**

The following are definitions of terms used in this Agreement. Other terms are defined where they are first used in this Agreement. Defined terms are capitalized when used in the defined context.

- 1.1 "Claim" means a covered expense that is (i) the responsibility of Stealth with respect to a Participant under the terms of this Agreement; and (ii) a Participant is diagnosed with a Covered Disease; and (iii) Covered Pharmaceuticals are prescribed with an intent to treat a Covered Disease; and (iv) a covered expense has been approved and Paid by the GHP or its third party administrator within the Claims Period, and submitted to Stealth within the Claims Period; and (v) Covered Pharmaceuticals are administered within the Benefit Period, and proof of administration, including date, are submitted to Stealth.
- 1.2 "**Participants**" means an individual entitled to receive benefits for services under the terms of the Group health plan at the time services are performed.

- 1.3 **“Paid Claims”** means the amount that Group’s third party administrator has (i) adjudicated pursuant to the terms of the Group’s SPD and paid for a Participant’s Claim in response to a request for payment of benefits under the GHP; and (ii) the funds are actually disbursed by the GHP prior to the end of the Claims Period. Paid Claim must be unconditional and directly made to the Participant’s health care provider(s). Payment will be deemed made on the date the payment is tendered by mailing (or by other form of delivery) a draft or check; and the account upon which the payment is drawn contains, and continues to contain, sufficient funds to permit the check or draft to be honored by the institution upon which it is drawn..
- 1.4 **“Proprietary Materials”** means Stealth’s proprietary and confidential records, documents, lists, books, recorded information, data stored on data processing media, trade secrets, symbols, trademarks, service marks, systems, formats, programs, procedures, protocols, contract forms, pricing data, deidentified data, utilization information, fee schedules, reasonable and customary charges profiles, designs, and business plans.
- 1.5 **“SPD”** means summary plan description and is a written summary of the terms and benefits of the GHP available to Participants. An SPD will be not be prepared by Stealth. A Group health plan with different benefit plan options may describe those options in one SPD or in separate SPDs for each alternative benefit plan option.
- 1.6 **“Term”** means the period of time this Agreement remains in effect. The initial Term is defined in Section 4.1 of this Agreement and the Agreement may renew for subsequent twelve (12) month periods, each of which is referred to as a Term. If the Agreement is terminated early for any reason prior to the expiration of a full twelve (12) month period, the shorter period between the first day of the Term and the date the Agreement is terminated is the Term.

## **SECTION 2: RELATIONSHIP OF THE PARTIES**

- 2.1 **Stealth Acting in Ministerial Capacity Only.** Except as may otherwise be expressly provided in this Agreement, the Parties acknowledge and agree that Stealth is acting solely in a ministerial capacity in performing Stealth’s duties and obligations under this Agreement and will have no fiduciary duties with respect to the administration of the Group’s health plan. While Stealth may facilitate and coordinate the various relationships, Stealth does not have discretionary authority over the Program. Stealth will not be responsible for advising Group with respect to their fiduciary duties under the Agreement or form making any recommendations with respect to the investment of Group health plan assets.

- 2.2 **Stealth is Not Insuring any Group Liabilities.** Stealth does not insure or underwrite any liability associated with the GHP and will have not financial risk or liability with respect to the provision of benefits under the GHP, subject to the delivery and acceptance of the Specified Specialty Pharmaceutical Performance Guarantee (defined below).
- 2.3 **Authority.** Group grants Stealth the authority to serve as an agent of the Group in performing Stealth's duties under this Agreement, but only those Stealth duties that are expressly stated in this Agreement or as mutually agreed in writing by the Parties.
- 2.4 **Stealth is an Independent Contractor.** Stealth is and will remain an independent contractor with respect to the services being performed under the terms of this Agreement and will not for any purpose be deemed an employee of Group, and Stealth will not be deemed to be a partner or to be governed by any legal relationship other than that of independent contractor. Stealth does not assume any responsibility for the general policy design of the Group health plan, the adequacy of the funding thereof nor any act, omission, or breach of duty by Group.

### **SECTION 3. COMPENSATION AND ADOPTION OF BENEFIT DISBURSEMENT TERMS**

- 3.1 **Specified Specialty Pharmaceutical Benefit Disbursement Terms.** The Parties hereby incorporate the terms of the Specified Specialty Pharmaceutical Benefit Disbursement Terms ("Disbursement Terms") attached to this Agreement as Exhibit B. The terms of the Disbursement Terms will control the terms of Program and the ability for the Group to receive payment for any covered expenses. Group acknowledges that to participate in the Program, Group must place its commercial employer stop-loss policy through Stealth, and that policy may not exclude or otherwise limit reimbursements for the therapies outlined in Exhibit B.
- 3.2 **Compensation.** Group will pay to Stealth \$1.00 per covered employee per month to participate in the Program.

### **SECTION 4. TERM OF AGREEMENT**

- 4.1 **Term.** The initial term of this Agreement will commence on the Effective Date and terminate after twelve (12) months, unless terminated sooner as outlined under Section 5.

- 4.2 **Renewal.** After the completion of the initial twelve (12)-month period, this Agreement may renew for an additional twelve (12) month period subject to the execution of a new Agreement

## **SECTION 5. TERMINATION AND MODIFICATION**

- 5.1 **Termination Without Cause.** A Party may terminate this Agreement without cause by giving the other Party at least sixty (60) days prior written notice to the other Party prior to start of a new Term.
- 5.2 **Termination For Cause.** This Agreement terminates, and Stealth's obligations will cease upon such termination, in accord with any of the following:
- (a) thirty (30) days after written notice has been given by Stealth to Group, or by Group to Stealth, of the breach of material obligations under this Agreement; provided that such breach has not been cured within such thirty (30) day period. Notwithstanding the foregoing, Group's default in any payment under this Agreement will be subject to termination under Section 5.2.b.
  - (b) immediately if Group ceases to be a client of Stealth in relation to the placement of any purchased stop-loss policy. The termination of this Agreement will be the last day that Stealth is the general agent for the Group's stop-loss policy.
  - (c) upon thirty (30) days written notice, in Stealth's sole discretion, if the Group fails to pay:
    - a. Payment due under this Agreement, or any other agreements that are a part of the Program.
    - b. Administrative fees, charges or other amounts due to Stealth under the terms of this Agreement.
  - (d) Upon five (5) business days written notice, in Stealth's sole discretion:
    - a. if the Group assigns this Agreement, unless such assignment had Stealth's prior approval in writing; or
    - b. if Group is sold (including a sale of substantially all assets of Group) or merges, unless such sale or merger had Stealth's prior approval in writing.



- (e) As of the effective date of any law, regulation or interpretation of any law or regulation is enacted which prohibits the continuance of this Agreement, as interpreted by Stealth.
- (f) Immediately, if Group terminates the Group Health Plan.
- (g) Within ten (10) days following the occurrence of any of the following if not reversed or cured prior to the expiration of the ten (10) day period:
  - a. a finding or admission that Group or the Group Health Plan is insolvent;
  - b. the date that Group or Group Health Plan files for protection provided under any bankruptcy law;
  - c. the date that Group or Group Health Plan's creditors seek to have Group or Group Health Plan declared bankrupt or placed under the protection of a Bankruptcy Court; or
  - d. the date that Group or Group's creditors seek to have a receiver appointed to manage Group's business.

5.3 **Other Rights to Terminate.** Stealth's right to terminate under this Section 5 will be in addition to and not a limitation of any right to terminate (or right to offset) under any other provisions of this Agreement.

5.4 **Late Payment and Reinstatement.** Any payment received by Stealth after termination of this Agreement will be deposited for security purposes only and will not be deemed to have been accepted for reinstatement or as an accord and satisfaction. This Agreement will be reinstated only upon the written endorsement of Stealth, Company and Reinsurer.

5.5 **Modification.** Except as otherwise specifically provided in this Agreement, this Agreement may be modified only by a written agreement signed by an authorized representative of each Party.

**SECTION 6. SERVICES** During the Term of this Agreement and any period of run out, Stealth will support the Group in various stop-loss procurement services and reimbursement of certain gene therapy treatments as set forth in Exhibit A of this Agreement, which includes: (a) stop-loss policy placement; (b) evaluate new drugs; (c) work with captive managers/actuaries; (d) coordinate with Company on applicable disbursements and reimbursements; and (e) premium collection/ remittance. Stealth's services under this agreement are contingent on the Group procuring a stop-loss policy that does not exclude or otherwise limit access to the treatments and therapies outlined in Exhibit B to this Agreement.

## SECTION 7. GENERAL

- 7.1 **Licenses.** Each Party will maintain in good standing, at its own cost, licenses required by all applicable statutes, regulations, and local jurisdictions. Each Party will notify the other Party of its knowledge of any event which might lead to the suspension or revocation of any licenses which relate to this Agreement, or its knowledge of the actual suspension, revocation, lapse or non-renewal of any licenses required of a Party by applicable state law. If a Party fails to obtain and maintain the appropriate licenses or fails to comply with the applicable statutes, the Parties will work in good faith to ensure that any impact to an insured is minimized.
- 7.2 **Compliance with Laws.** Each Party will comply with all applicable federal and state laws, regulations, and local rules that apply to this Agreement, and shall indemnify, defend and hold the other party harmless for its failure to do so. Further, Each Party will comply with all applicable federal and state laws, rules and regulations governing privacy security, confidentiality, integrity and/or data protection, including but not limited to, as applicable, the Gramm-Leach-Bliley Act of 1999 (GLBA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and regulations issued thereunder, the Health Information Technology for Economic and Clinical Health Act (the "HITECH ACT"), as incorporated in the American Recovery and Reinvestment Act of 2009 and regulations issued thereunder, the Insurance Information and Privacy Protection Act, (IIPPA), any applicable state privacy law. Neither Party shall be liable to the other party for reimbursement of any regulatory or compliance related fine or penalty assessed against the other Party unless such fine and/or penalty is the direct result of a wrongful act of that Party. In event that either Party incurs a regulatory or compliance related fine and/or penalty as a sole result of the actions of the other Party, then the other party shall be responsible for reimbursing the affected party for the full amount of any such regulatory fine or penalty and any attorneys' fees incurred by such party in connection with any such fine or penalty.
- 7.3 **Indemnification.** Each Party hereto agrees to indemnify, defend and hold harmless the other Party, their directors, officers and employees from any loss or damage, including reasonable attorney's fees, which solely result from, arise out of or are caused by the indemnifying party's negligence, misconduct or breach of this Agreement, or from the failure of the indemnifying party to comply with any applicable federal or state laws, rules or regulations, except to the extent any such loss, damage or expense is found in a final judgment by a court of competent jurisdiction(not subject to further appeal) to have resulted directly and solely from the failure of the non-indemnifying Party to act in good faith or its fraud, criminality, or willful misconduct. Each Party hereto agrees to immediately notify the other Party upon receipt of service of

process or other notice for any suit or claim. The Party which is to be indemnified shall have the right to approve counsel used to defend said indemnified Party pursuant to this paragraph.

- 7.4 **Limitation of Liability.** Notwithstanding anything in this Agreement to the contrary and any Business Associate Agreement provisions for indemnification and hold harmless related to HIPAA, Group agrees that in no event will it seek to hold Stealth liable or responsible for amounts related to (i) any claims, for incidental, lost profits, consequential, or any similar damages or lost profits related to the services provided by Stealth under this Agreement of any kind or (ii) any damages, whether directly in contract, tort or otherwise, or through a claim for indemnity or contribution, in excess of the annual aggregate amount of any fees paid to Stealth for this engagement in the year the action or inaction leading to the loss first occurs, even if Stealth has been advised of the possibility of such damages. Notwithstanding the preceding, nothing will prohibit a group from making any claim as against the Performance Guarantee provided in Exhibit B.
- 7.5 **Insurance.** Each Party will obtain, at its own cost, and keep in force adequate policies providing comprehensive general liability and other insurance in amounts consistent with industry standards as may be necessary to insure the Party and its agents and employees against any claim or claims for damages arising out of the performance of its obligations under this Agreement. If any Party procures one or more claims-made policies to satisfy its obligations under this Agreement, the Party will obtain any extended reporting endorsement (“tail coverage”) required to continuously maintain such coverage in effect for all acts, omissions, events or occurrences during the Term of this Agreement, without limit or restriction as to the making of the claim or demand. Evidence of the insurance coverage required under this Section will be made available to a Party upon request.
- 7.6 **Joint Ownership of Records; Confidentiality.** The Parties agree that records and documents that constitute “protected health information” as that term is defined in 45 CFR 160.103 and that pertain to administration of the GHP will be and remain the joint property of the GHP and Stealth. All Proprietary Materials are the sole property of Stealth. Stealth will have the right to protect the confidentiality of the Proprietary Materials and will not be required to make such Proprietary Materials available to anyone. Group agrees to maintain the confidentiality of any Proprietary Materials Stealth provides, and Group will not provide any Proprietary Materials to any other person, including any data extracts or summary information, except to the extent such Proprietary Materials have been made available to the public without fault of the Group. In the event of a termination of this Agreement, Stealth will cooperate with the Group to provide copies of certain requested jointly owned information. Group agrees to reimburse Stealth for the reasonable cost of such assistance and copies.

In performing its obligations pursuant to this Agreement, each Party may have access to and receive certain non-public information about the other Party and its affiliates which are considered confidential or proprietary to the disclosing Party. As it relates to such confidential or proprietary information, each Party hereto agrees to the terms of that certain Non-Disclosure Agreement Addendum that is incorporated into this Agreement.

- 7.7 **Records Retention.** Each Party agrees to maintain adequate books and records concerning the services provided hereunder in accordance with applicable laws and prudent standards of insurance record keeping, and further agrees to provide the other Party with necessary reports regarding the services it performs.
- 7.8 **Entire Agreement.** This Agreement, its Addenda and Exhibits supersede and replace all prior oral or written agreements, if any, between Group and Stealth and is the entire agreement between the Parties.
- 7.9 **Non-Waiver.** The failure or refusal of any Party to enforce or enjoin any breach or violation of any provision of this Agreement will not be a waiver of that Party's right to enforce any subsequent breach.
- 7.10 **Severability.** In the event any one or more of the terms, conditions or provisions contained in the Agreement or any application thereof is declared invalid, illegal or unenforceable in any respect by any arbitrator or court of competent jurisdiction, the validity, legality or enforceability of the remaining terms, conditions or provisions of this Agreement and any other application thereof will not in any way be affected or impaired thereby, and this Agreement will be construed as if such invalid, illegal or unenforceable provisions were not contained herein.
- 7.11 **Restriction on Assignment.** No Party will assign or transfer any of its rights, or delegate any of its duties or obligations hereunder, directly or indirectly, without the prior written consent of the other Parties. A Party may, with the prior written consent of the other Parties, assign this Agreement in its entirety to any person or entity, other than a direct competitor of a Party, which acquires the business of the assigning Party or with which the Party merges or is consolidated or affiliated, provided that the permitted assignee agrees in writing to be bound by the terms of this Agreement. Any attempted assignment, transfer or delegation in violation of this paragraph will be null and void.
- 7.12 **Notices.** Except for endorsements or amendments to this Agreement (which would be effective on the endorsement or amendment effective date), all notices, requests, demands, and other communications required or permitted to be given or made under the Agreement will be in writing and will be

effective on the date of actual hard copy receipt (including by confirmed email receipt), and will be sent to Group or Stealth, as the case may be, to such address, person, or entity as set forth below, or as any Party will designate by notice to the other Parties in accordance herewith.

- 7.13 **Binding Effect.** This Agreement shall be binding on the Parties and their respective heirs, executors, administrators, successors and assigns. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed or conditioned.
- 7.14 **Disaster Recovery Plan.** While this Agreement is in effect, each Party shall have in place a disaster recovery plan that a Party will implement after a disaster occurs. The plan must outline the necessary steps that the Party will take to completely restore all data related to and business applications needed to resume a Party's responsibilities under this Agreement. The plan must also indicate the number of times a comprehensive test-run will occur annually.
- 7.15 **Choice of Law.** This Agreement is governed by and shall be construed and enforced under the laws of the District of Columbia.
- 7.16 **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer on any person, other than the Parties hereto, any right or remedy of any nature whatsoever; and nothing in this Agreement will create, or be deemed to create, any rights, obligations or legal relationship between Stealth and any Participant.
- 7.17 **Force Majeure.** No Party will be deemed to be in violation of this Agreement if it is prevented from performing its obligations by events beyond its control including, without limitation, acts of God, war or insurrection, terrorism, flood or storm, strikes, or rule or action of the government or agency. The Parties will make a good faith effort, however, to assure Participants have access to services under the Program.
- 7.18 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

**Stealth Partner Group, LLC:**

**Employer:**

Signature: \_\_\_\_\_



Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Riva Dumeny, Division Chief Operating Officer

Name and Title: \_\_\_\_\_

Dale Copeland, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

05-01-2023

**EXHIBIT A**  
**Schedule of Services**

Stealth's services consist of the following:

- Conduct strategic planning sessions to review performance of Client's stop-loss coverage and establish future objectives and strategies to manage Group's stop-loss coverage to which this Agreement applies.
- Meet with the Group's key designated representatives to discuss strategy and open items.
- Develop mutually agreeable renewal action plan and timeline that meets the Group's stated objectives.
- Keep the Group informed of significant changes and/or trends in the stop-loss marketplace.
- Analyze factors driving Group's stop-loss costs, and review utilization reports to determine causes of cost increases and develop mitigation strategies for the same.
- Benchmark various gene therapy treatments and evaluate the addition of new drugs and therapeutics for inclusion within the program.
- Coordinate with captive managers and actuaries to ensure accurate and appropriate pricing for the therapies and program costs.
- Collect, validate, and submit all payments under the Program to Company per the terms of the CLIP and this Agreement. The Company will then remit payment, minus retail broker compensation and Company fees to Reinsurer.
- Lead Program claim presentation process. Prior to submission of a Paid Claim to Company for payment, Stealth will review the claim to ensure that it is accurate and appropriate for submission. Stealth may work with the GHP and its third party administrator to ensure that each claim is appropriate for submission.
- Ensure proper distribution of reimbursement under the Program. Only after Stealth receives a payment from the Reinsurer through the Company, will Stealth remit payment to the appropriate beneficiary (typically the Group or the Group's stop-loss carrier). Stealth and Company will not be responsible for any distributions or reimbursements, per this Agreement, unless the same are received from the Reinsurer. Stealth and Company makes no representation as to the financial viability or security of Reinsurer.

**EXHIBIT B.**

**Specified Specialty Pharmaceutical Benefit Disbursement Terms**

**DATE OF COVERAGE :**

July 1 , 2023

**Employer Name and Address:**

City of Bartlesville

401 S Johnstone Ave

Bartlesville, OK 74003

**PREPARED BY:**

Amwins Gene Therapy Solutions

**PROGRAM STRUCTURE**

Where Employer funds the program as outlined herein,

**PROPOSED AGREEMENT TERM AND CONDITIONS:**

The term will begin on July 1 for a twelve-month period at the principal address of the Employer. The term will utilize a first dollar risk structure and allow for a run out period equal to twelve (12) months from the date that the Employer attaches to the underlying Agreement.

**CLAIM BASIS:**

Eligible Covered Pharmaceutical Expenses that are:

- a. For a Participant Diagnosed with a Covered Disease and the Covered Pharmaceutical is dispensed from a pharmacy or provider approved by the Reinsured for a Covered Plan and is initially administered during the applicable Treatment Period
- b. For a Participant born within the Agreement Period or Run-In Period, if applicable, provided they do not have an existing diagnosis for Covered Diseases.
- c. Submitted to Stealth within the Claims Period.

The Benefit Period for a Covered Pharmaceutical shall be limited to the following: Agreement Year; and Treatment Period; and Claims Period:

The Treatment Period in the case of Covered Pharmaceutical Zolgensma® will commence on the first day of the Agreement Year and will end twelve (12) months following the expiration of the Agreement

Year, provided that the Participant is born within the Agreement Year and the Covered Pharmaceutical is initially administered to a Participant within the Treatment Period.

The Treatment Period in the case of Covered Pharmaceutical Luxturna® will commence on the first day of the Agreement Year and will end twelve (12) months following the expiration of the Agreement Year, provided that the Participant is diagnosed within the Agreement Year and the Covered Pharmaceutical is initially administered to a Participant within the Treatment Period.

The Treatment Period in the case of Covered Pharmaceutical Spinraza® will commence on the first day of an Agreement Year and will end twenty-four (24) months following the expiration of the Agreement Year, provided that the Participant is born within the Agreement Year and the Covered Pharmaceutical is initially administered to a Participant within the Treatment Period.

The Claims Period will commence on the first day of the Agreement Year and will end twenty-four (24) months following the expiration of the Agreement Year. Claims for Covered Pharmaceuticals administered in the applicable Treatment Period must be paid and submitted to OutcomeRx within the Claims Period.

Solely with respect to individuals treated with the Covered Pharmaceutical Zolgensma or Spinraza, Participants shall also include individuals born within the Run-In Period; provided they do not have an existing diagnosis for Covered Diseases, in which case, each of the Agreement Year, Treatment Period and Claims Period are deemed to include the period between the Run-In Period and the date of such Participant's birth. The Run-In Period is the ninety (90) day period immediately prior to (1) the commencement for the initial Agreement Year or (2) the date a Participant is first covered by a Covered Plan during the Agreement Year.

#### **COVERED PLANS:**

Commercial Employer Stop Loss Policies that include coverage for the Covered Pharmaceuticals (and are produced by Stealth Partner Group, LLC)

All other population types are excluded unless specifically listed above.

#### **RETENTION AND LIMITS**

100% of Net Loss per Participant

#### **COVERED DISEASES, COVERED PHARMACEUTICALS & MAXIMUMS**

| <b>COVERED DISEASES</b>                           | <b>COVERED PHARMACEUTICALS</b>   | <b>MAXIMUM PAYABLE PER COVERED PERSON PER BENEFIT PERIOD</b> |
|---|--|--|
| Spinal Muscular Atrophy ("SMA") Type 1 and Type 2 | <ul style="list-style-type: none"><li>• Zolgensma</li><li>• Spinraza</li></ul> | \$2,200,000  |
| Leber Congenital Amaurosis ("LCA")                | <ul style="list-style-type: none"><li>• Luxturna</li></ul>                     | \$850,000  |



## **EXCLUSIONS:**

1. Liabilities for a Covered Disease diagnosed and prescribed a Covered Pharmaceutical prior to the Agreement Year.
2. Solely with respect to Covered Pharmaceuticals Zolgensma and Spinraza, Covered Expenses for a Participant born prior to the Agreement Year or, if applicable, the Run-In Period.
3. Expenses for Covered Pharmaceuticals that are administered "off-label" or outside of the proposal approved by the Food & Drug Administration (FDA). Approved indications are defined as the following and additional exclusions may apply:
  - a. Zolgensma - FDA U.S. Food and Administration Vaccines, Bloods and Biologics. Zolgensma Prescribing Information. Version: May 2019 <https://www.fda.gov/media/126109/download> [Accessed July 2020].
  - b. Luxturna - FDA U.S. Food and Drug Administration Vaccines, Bloods and Biologics. Luxturna Prescribing Information. <https://www.fda.gov/media/109906/download> [Accessed July 2020].
  - c. Spinraza - FDA US Food and Drug Administration. Drugs@FDA FDA-Approved Drugs. Spinraza Prescribing Information. Version: June 2020 [https://www.accessdata.fda.gov/drugsatfda\\_docs/label/2020/209531s010lbl.pdf](https://www.accessdata.fda.gov/drugsatfda_docs/label/2020/209531s010lbl.pdf) [Accessed July 2020].
4. Expenses for Spinraza® initially approved for a Participant over two years of age.
5. Covered Expenses incurred while the Covered Plan is not in force for the Participant, or for a person not covered under the Covered Plan.
6. Deductibles, co-payment amounts, or any other expenses which are not payable under the terms of the Covered Plan or expenses which are payable by the Covered Plan, or to the Covered Plan from any other source.
7. Extra-contractual Obligations / Expenses resulting from any extra or non-contractual damages or legal fees and expenses for the defense thereof, or any fines or statutory penalties.
8. Legal expenses of any kind or description, including legal expenses related to or incurred for the confinement of a Participant or any compulsory process to adopt, abstain from, or cease to continue a particular mode of treatment, care or therapy.
9. Expenses arising out of, caused by, contributed to or in consequence of war, declared or undeclared, or any act or hazard of such war.
10. Claim payments not administered or paid according to the Covered Plan, or for which there is no documented proof of loss, unless the payment was authorized in writing by the Company.
11. Business derived from any pool, association, including joint UW associations, syndicate, exchange, plan or other facility directly as a member, subscriber or participant, or indirectly by way of reinsurance or assessments; unless otherwise indicated in the Covered Plan section above.
12. Excess Policy Limits
13. Ex-Gratia Payments
14. Covered expenses incurred after a policy terminates due to non-payment of premium unless the reinsurer authorizes reinstatement of the policy in writing.
15. Covered expenses that constitute reimbursable benefits under a separate stop loss or excess loss policy between the reinsurer and covered plan.

## PERFORMANCE GUARANTEE

1. **Stealth guarantees that Group's funding of its Specified Pharmaceutical Benefit Plan as described herein shall not require additional funding from what is specified in Section 3 of the Services Agreement to which this Exhibit B is also attached.**
2. This Performance Guarantee is subject to cancellation or revision prior to the acceptance of the guarantee pursuant to Section 7 below.
3. Stealth will collect such appropriate fees and costs as outlined in this Agreement, and will distribute such disbursements and applicable reimbursements as necessary for the administration of the Amwins Gene Therapy Solutions program. Stealth will distribute any applicable disbursements and reimbursements only after it receives such disbursements and reimbursements from the Company as they are defined in the Agreement.
4. After diligent and complete review, all the information provided and/or to be provided as requested in this Performance Guarantee to evaluate the risk is true and complete; that any agreement issued is in reliance upon the truth of such statements, declarations, and representations; and that such statements, declarations, and representations will form a part of the Agreement.
5. Employer will cooperate in any requests for information including, but not limited to, the validation of any claim or request for disbursement. Any inaccuracy known by the employer or the employer's broker at the time of providing such information or failure to disclose any such known information, including all claims or potential claims, paid or pending, can change the terms, conditions or premiums, or can void applicability.
6. Nothing herein, express or implied, is intended to confer to any person, other than the parties hereto, any right or remedy of any nature whatsoever; and nothing will create, or be deemed to create, any rights, obligations or legal relationship between the parties.
7. The receipt of the first month's funding and deposit of any check drawn in connection with this Performance Guarantee shall constitute an acceptance of liability.

Upon receipt and acceptance of the following items, the guarantee will be effective for all Participants not explicitly excluded by the Exclusion criteria herein:


1. First month's funding, and
2. Fully executed copy of this Performance Guarantee

All individuals under covered business, enrolled in the plan and meeting the eligibility definitions are covered.

The guarantee provided herein is based upon information provided by the employer or the employer's broker. Upon signing this Performance Guarantee, the guarantee is effective as of the beginning of the Agreement Term. In the event of any differences in terms between the Performance Guarantee and the Agreement, the Agreement language will supersede this Performance Guarantee. This Performance Guarantee will become part of the Agreement when issued.

By signing below, the employer's representative agrees to the terms as stated herein and warrants they are duly authorized to execute this acceptance on behalf of the employer:

**Stealth Partner Group, LLC:**

Signature: 

Name and Title: Riva Dumeny, Division Chief Operating Officer

Date: \_\_\_\_\_

**Employer:**

Signature: \_\_\_\_\_

Name and Title: Dale Copeland, Mayor

Date: 05-01-2023

## **I. SUBJECT, ATTACHMENTS, AND BACKGROUND**

Discuss and take action to update our agreement with the Local Government Testing Consortium.

Attachments:

Local Government Testing Consortium – Flyer

Local Government Testing Consortium – Updated Member Agreement

## **II. STAFF COMMENTS AND ANALYSIS**

On December 18, 1995, the City of Bartlesville entered into an agreement with Local Government Testing Consortium (LGTC) which is a group that provides Federal Department of Transportation (DOT) and Non-Department of Transportation drug and alcohol testing for municipalities.

The LGTC group generates the random testing pool and comes onsite to administer the random drug and alcohol tests for all applicable City of Bartlesville employees that meet the Substance Abuse Policy guidelines. They provide the City with test result reports, report violations and offer supervisor training to those that are a part of their program.

This program has worked well for the City for many years. It has helped the City to not only stay compliant but also to allow for a third party to generate the random testing pools. The change to the updated contract is minimal. The biggest changes are that the Designated Employer Representative will have additional responsibilities that LGTC has not required in the past. There will also be an increase in fees for testing under the new agreement.

The agreement was sent to Jess Kane for review.

## **III. BUDGET IMPACT**

The testing fee per person is going from \$37.50 to \$45.00 so we will see a \$7.50 increase in our test fee per person. This will have an approximate budget impact of about \$500 per year.

## **IV. RECOMMENDED ACTION**

Staff recommends approval and execution of updated agreement with LGTC.

LOCAL GOVERNMENT TESTING CONSORTIUM

**LGTC**

## Federal DOT & Non-DOT Drug/Alcohol Testing Program

**Are your employees  
drug free, sober, and safe?**



### Program Benefits:

- Random test generation and administration
- On-site collections of specimens for drug testing
- On-site testing for alcohol
- Medical Review Officer review of any sample that is positive for drug use
- Supervisor training
- Test result reports
- Report of violations
- After hours emergency response

#### Contact:

**Deborah Miner Gonzales**

LGTC Program Administrator  
405-528-7564 ext. 1  
308 NE 27th Street  
Oklahoma City, Oklahoma 73105

- ★ **Oklahoma Standards for Workplace Drug and Alcohol Testing Act, 40 O.S. § 551 et seq. allows employers to perform drug and alcohol testing of its employees under certain circumstances.**
- ★ **U.S. Department of Transportation expanded the rules for drug and alcohol testing to include all holders of Commercial Drivers Licenses who operate vehicles of more than 26,000 pounds. For additional information, you can refer to the U.S. Code Title 49 CRF**



TO: LGTC MEMBERS

FROM: Deborah Miner-Gonzales  
Director of Administration & Finance  
LGTC Program Administrator

SUBJECT: Updated Agreement for Federal DOT & Non-DOT Drug/Alcohol Testing

In 1993, the Oklahoma legislature passed the Oklahoma Standards for Workplace Drug and Alcohol Testing Act, 40 O.S. § 551 *et seq.* to allow employers to perform drug and alcohol testing of its employees under certain circumstances.

Several years ago, the U.S. Department of Transportation expanded the rules for drug and alcohol testing to include all holders of Commercial Drivers Licenses who operate vehicles of more than 26,000 pounds. For additional information, you can refer to the U.S. Code Title 49 CRF.

**Membership in the Local Government Testing Consortium (LGTC), provides:**

1. Participation in a Drug & Alcohol program that meets all Oklahoma & US DOT program requirements for the testing process and donor privacy.
2. Random test generation and administration.
3. Materials, in person classes and/or digital media for required supervisor training.
4. On-Site collection of specimens for drug testing.
5. On-Site testing for alcohol.
6. Email result reports available as well as reports of any violations.
7. Medical Review Officer review of all positive results and confidential contact with the donor of a positive collection for drug use.
8. All Inclusive, semi-annual, post service invoicing.
9. After hours emergency response, if necessary.

LOCAL GOVERNMENT TESTING CONSORTIUM  
SUBSTANCE ABUSE PREVENTION PROGRAM

**Consortium Member Agreement**

This agreement is entered into this 1<sup>ST</sup> day of May, 2023, between the Local Government Testing Consortium (LGTC) and the City of Bartlesville (MEMBER).

LGTC and the MEMBER agree as follows:

LGTC and MEMBER will comply with the Oklahoma Standards for Workplace Drug and Alcohol Testing, 40 O.S. § 551 *et seq.*

To comply with the requirements for alcohol and controlled substances testing programs for commercial drivers as set out at 49 CFR Part 382 (the Regulations), the MEMBER will establish a "Substance Abuse Prevention Program" (SAPP) and comply with the requirements of this agreement.

Definitions:

**Classification** – The proper designation of all covered employees (i.e. DOT, Non-DOT and Safety Sensitive) as set forth in the state law under the Oklahoma Standards for Workplace Drug and Alcohol Testing Act 40 O.S. §554 *et seq* and the Oklahoma Medical Marijuana and Patient Protection Act 63 O.S. §427.8 *et seq.*

**Covered Employees** – employees who work for the MEMBER and are covered by the MEMBER's Substance Abuse Prevention Program (SAPP).

**Designated Employer Representative (DER)** – Appointed by the MEMBER, this individual is responsible for ensuring compliance with 49 CFR Part 382 and/or 40 O.S. §551 *et seq* in the administration of the MEMBER's Substance Abuse Prevention Program (SAPP). The DER is the only person with whom LGTC will discuss or release confidential information.

**LGTC Testing Specialist** – Individual employed or contracted by LGTC to perform substance testing and/or collections in accordance with 49 CFR Part 382 and/or 40 O.S. §551 *et seq.* A Testing Specialist may be a duly assigned employee, or contractor, of a medical clinic, hospital or doctor's office through its agreement with LGTC.

**Substance Abuse Prevention Program (SAPP)** – a program established by the MEMBER that complies with all aspects of 49 CFR Part 382 and/or 40 O.S. §551 *et seq.* The SAPP documentation will identify LGTC as the SAPP's testing resource.

**Supervisor** – a MEMBER employee who has supervisory responsibilities of individuals whom the MEMBER has designated as participants in the MEMBER's SAPP.

**Program Year** – recognized as the Calendar Year, January through December.

**LGTC RESPONSIBILITIES:**

1. LGTC will perform all duties necessary in the operation of the consortium, including arranging for services of a Department of Health & Human Services (DHHS)-certified drug testing laboratory and a certified Medical Review Officer (MRO).
2. LGTC will provide regular training opportunities for DER's and SUPERVISORS and ensure SAPP training videos are available and updated as needed.
3. Provide organizational binders to assist in the record keeping of the DER for MEMBERS that are subject to Annual Corporation Commission Audits.
4. In the event a specialty test is requested by the DER that requires an LGTC collection, round trip mileage will be charged at the current IRS rate, in addition to the stated specialty test fee.
5. LGTC will make a reasonable attempt to arrange for local specimen collection site, when unable to complete on-site testing.

**MEMBER RESPONSIBILITIES:**

6. MEMBER will appoint a Designated Employer Representative (DER). The DER is responsible for ensuring the MEMBER's Substance Abuse Prevention Program complies with 49 CFR Part 382 and/or 40 O.S. §551 *et seq.*
7. MEMBER will appoint an alternate DER to coordinate random testing in the event the DER is unavailable.

**8. DER RESPONSIBILITIES:**

- a. Annually, complete DER training provided by LGTC. Training covers DER responsibilities to include who could be covered by the SAPP, records retention and reporting requirements.
- b. Watch LGTC training videos once in a twelve (12) month period.
- c. Register with the U.S. Department of Transportation (DOT) if the MEMBER has employees that must meet DOT standards (ex: CDL requirements). Registration provides the DER with notification of DOT updates and regulations. It is the DER's responsibility to ensure the MEMBER's SAPP is in compliance with all applicable regulations.
- d. Properly classify covered employees as DOT, Non-DOT or Safety Sensitive. Please refer to "Classification" under the Definitions section of this document for additional information.



- e. For purposes of random testing, the MEMBER shall ensure that the random pool list provided to LGTC by the MEMBER meets the definition of safety sensitive as defined in 40 O.S. §554 and 63 O.S. §427.8. LGTC has no way to verify whether each employee qualifies as safety sensitive and will not be held liable for testing employees who do not meet the definition of safety sensitive.
- f. Provide LGTC with a list of employees enrolled in the MEMBER's SAPP upon request for random testing purposes. Employee information should include name, driver's license number and classification. The information should be provided in an Excel spreadsheet.
- g. Establish a testing location that meets the needs of the testing to occur (urine sampling and/or breath analysis).
- h. Maintain all records of drug and alcohol testing and results. Such records must be available for review by appropriate regulatory bodies upon request. Further such records must be secured as confidential personnel records.

#### **9. SUPERVISOR RESPONSIBILITIES:**

- a. Annually, attend *Recognizing Substance Abuse in the Workplace* training.
10. The Program is offered by LGTC as a service to its members, but responsibility for compliance with State and Federal law and regulations remains with the MEMBER.

#### **FEES:**

11. MEMBER will pay to LGTC the fees set out in the attached consortium fee schedule. Fees may be reviewed and revised by LGTC and are subject to the following calendar year, with one-half being invoiced in July for the previous six (6) months and one-half invoiced in January for the previous six (6) months. Members will be notified of any fee changes at least 60 days prior to the effective date.

#### **AGREEMENT PERIOD:**

12. This Agreement shall remain in force and in effect until terminated by one of the parties or until such time as federal regulations under which this agreement is executed are no longer applicable.

#### **CANCELLATION OF MEMBERSHIP:**

13. LGTC or the MEMBER may terminate this agreement with a ninety (90) day written notice, due to, but not limited to, failure to pay the required fees or failure to comply with the provisions of the Program or the Regulations.

- 14. Failure to comply with the requirements of this agreement will result in the MEMBER's removal from the testing pool and program.

WITNESS this 1<sup>ST</sup> day of MAY, 20 23.

City of Bartholomew / Dale Copeland  
MEMBER

LOCAL GOVERNMENT  
TESTING CONSORTIUM

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Mayor  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

5-01-2023  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

### Consortium Fee Schedule

The following fees apply for services performed under the LGTC Consortium Member Agreement.

1. **Initial Fee.** Each new MEMBER is assessed a setup fee of one hundred dollars (\$100) for the initial program year.
2. **Random Drug and Alcohol Testing Fee.** A random drug and alcohol testing fee of forty-five dollars (\$45) per program year is assessed for each covered employee subject to random drug and alcohol testing. This covers local collection by LGTC as well as testing.
3. **Additional Drug Testing Fee.** A fee of fifty dollars (\$50) is assessed for each specialty test (i.e. pre-employment, post-accident, reasonable suspicion, return to duty and follow-up drug test).
4. **Mileage.** In the event a specialty test is requested by the MEMBER that requires an LGTC collection, round trip mileage will be charged at the current IRS rate, in addition to the stated specialty test fee.

## Registration Form

### Local Government Testing Consortium (LGTC)

Name of Entity: City of Bartlesville

Address: 401 S. Johnstone Ave  
Bartlesville, OK 74003

Telephone: 918-338-4221

Fax: 918-338-4279

<sup>City Manager</sup>  
 Chief Executive Officer: Mike Bailey

Chief Financial Officer: Jason Muninger

Persons to contact when employees are scheduled for drug/alcohol testing and to receive results:

**Primary** Designated Employer Representative (DER): Laura Sanders

Phone Number: 918-338-4277 or 620-330-3935

Email: lsanders @cityofbartlesville.org Secure: Yes or No

Contact Fax: 918-338-4279 Secure: Yes or No

Person to contact when Primary DER is not available:

**Alternate** Designated Employer Representative (DER): Robin Betts

Phone Number: 918-338-4211

Email: rlbetts @cityofbartlesville.org Secure: Yes or No

Alternate Contact Fax: 918-338-4279 Secure:  Yes or No

Allowed to Receive Results: Yes Yes or No



**I. SUBJECT, ATTACHMENTS, AND BACKGROUND**

Take action to approve the Fifth Amendment to the tower/ground lease agreement between the City of Bartlesville and New Cingular Wireless PCS, LLC for a portion of property located in Washington County named SE Water Tower Bartlesville

Attachments:

Fifth Amendment to the Tower/Ground Lease Agreement

**II. STAFF COMMENTS AND ANALYSIS**

The City entered into a Tower/Ground Lease with Cingular Wireless on May 20, 1996. The City and Cingular are now on to the Fifth Amendment of this original contract. This amendment has no modification to monthly rents and is requesting the ground lease be modified to install a generator

**III. BUDGETARY IMPACT**

N/A

**IV. RECOMMENDED ACTION**

Staff recommends approval of the amendment to the Tower/Ground Lease.

Market: ROAR  
Cell Site Number: OK0137  
Cell Site Name: SE W/T BARTLESVILLE  
**Fixed Asset Number: 10001066**

## **FIFTH AMENDMENT TO WATER TOWER LEASE AGREEMENT**

THIS FIFTH AMENDMENT TO WATER TOWER LEASE AGREEMENT (“**Fourth Amendment**”) dated as of the latter of the signature dates below, is by and between **City of Bartlesville, a Municipal corporation**, (“**Lessor**”) and **New Cingular Wireless PCS, LLC**, a Delaware limited liability company (“**Lessee**”).

WHEREAS, Lessor and Lessee entered into a Tower/Ground Lease Agreement dated May 20, 1996, as amended by First Amendment to Tower/Ground Lease Agreement dated October 24, 2006, and as further amended by Second Amendment to Tower/Ground Lease Agreement dated April 4, 2016, and as further amended by Third Amendment to the Tower/Ground Lease Agreement dated February 20, 2020 and as further amended by Fourth Amendment to Tower/Ground Lease Agreement dated November 2, 2020 (hereinafter, collectively, the "Agreement") whereby Lessor leased to Lessee certain Premises, therein described, that are a portion of the Property located in Washington County, Oklahoma, more particularly described on Exhibit “A”; and

WHEREAS, Lessor and Lessee desire, in their mutual interest, wish to amend the Agreement as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

- 1. New Premises Area.** Lessor agrees to increase the size of the Premises leased to Lessee to accommodate Lessee’s needs. Upon the execution of this Amendment, Lessor leases to Lessee the additional premises described on attached Exhibit B-1 (“New Premises Area”). Lessor’s execution of this Amendment will signify Lessor’s approval of Exhibit B-1. The Premises under the Agreement prior to this Amendment in addition to the New Premises Area under this Amendment shall be the Premises under the Agreement.
- 2. Generator.** Lessee shall have the right to install, repair, maintain, modify, replace, remove, utilize and operate (including but not limited to operate as may be required by applicable law) equipment within the New Premises Area, including without limitation a concrete pad and generator thereon, including back-up power supply. Lessee shall have the right to access the New Premises Area, and any provisions in the Agreement governing access shall apply to such access. The generator shall remain the property of Lessee, and Lessee shall have the right to remove or modify it at any time.
- 3. No Additional Rent.** The parties agree that no additional rent shall be due from Lessee to Lessor hereunder.

4. **Other.** Lessor represents and warrants that, to its knowledge, no conditions exist within the New Premises Area or otherwise on the property where the Premises and New Premises Area are located that would adversely impact Lessee's permitting and/or installation of a generator within the New Premises Area. Lessor authorizes Lessee to prepare, execute and file all required applications to obtain any government approvals for Lessee's use of the New Premises Area under this Agreement and agrees, at Lessee's request, to reasonably assist Lessee with such applications and with obtaining and maintaining the government approvals. Where applicable law governs how the generator will be used, Lessee may use the generator in the manner set forth in applicable law. Lessee may terminate this Amendment by written notice to Lessor at any time. Within one hundred twenty 120 days after termination of this Amendment, Lessee shall remove its equipment from the New Premises Area; provided that any portions of the equipment that Lessee fails to remove within such period and cessation of Lessee's operations at the New Premises Area shall be deemed abandoned. Lessee shall repair any damage, less ordinary wear and tear, to the New Premises Area caused by its removal activities.
5. **Section 5 of the Fourth Amendment to the Agreement is hereby deleted in its entirety and replaced with the following:**

**Notices.** All notices, requests, and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to LESSOR:

City of Bartlesville  
401 S. Johnstone  
Bartlesville, OK 74003

If to LESSEE:

New Cingular Wireless PCS, LLC  
Attn: TAG – LA  
Re: Cell Site #: OK0137  
Cell Site Name: SE W/T Bartlesville (OK)  
Fixed Asset No: 10001066  
1025 Lenox Park Blvd NE  
3rd Floor  
Atlanta, GA 30319

With copy to:

New Cingular Wireless PCS, LLC  
Attn: Legal Department  
Re: Cell Site #: OK0137  
Cell Site Name: SE W/T Bartlesville (OK)  
Fixed Asset No: 10001066  
208 S. Akard Street  
Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

6. **Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 2. Either party may record this memorandum at any time, in its absolute discretion.
  
7. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment. The rights granted to Lessee herein are in addition to and not intended to limit any rights of Lessee in the Agreement. Unless otherwise specified herein or unless the context requires otherwise, the terms in the Agreement shall apply to the New Premises Area.

**Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

**LESSOR**

City of Bartlesville, a Municipal corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**LESSEE**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: Area Manager of RE & Construction  
Date: \_\_\_\_\_

**LESSOR ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

I CERTIFY that on \_\_\_\_\_, 20\_\_\_\_,  
\_\_\_\_\_ [name of representative] personally came before me and  
acknowledged under oath that he or she:

- (a) is the \_\_\_\_\_ [title] of The Falfurrias Utility Board,
- (b) was authorized to execute this instrument on behalf of the Lessor, and
- (c) executed the instrument as the act of the Lessor.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**LESSEE ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_)

\_\_\_\_\_ )ss:  
COUNTY OF \_\_\_\_\_)

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_,  
and acknowledged under oath that he is the Area Manager of Real Estate & Construction of AT&T  
Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Lessee named in the  
attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**EXHIBIT B-1**

**Additional Premises Area**

**See attached**



**AT&T FA: 10001066**

**AT&T SITE NAME: SOUTHEAST WATERTANK  
GENERATOR INSTALLATION DRAWINGS  
HIGHWAY 75 TO DIRT ROAD RIGHT 1/2 MILE TO SITE  
BARTLESVILLE, OKLAHOMA 73114**



**GENERAL DYNAMICS**  
Information Technology, Inc.  
9400 WILLIAMSBURG PLAZA  
LOUISVILLE, KENTUCKY 40222

**SCHEDULE OF REVISIONS**

| REV. NO. | DATE     | DESCRIPTION OF CHANGES |
|----------|----------|------------------------|
| 2        |          |                        |
| 1        | 06-14-22 | LANDLORD COMMENTS      |
| 0        | 06-08-22 | FINAL CDs              |
| A        | 05-04-22 | PRELIMINARY CDs        |

**DRAWN BY:** ASE / AVG  
**CHECKED BY:** SP  
**SCALE:** NOTED

**DO NOT SCALE DRAWINGS**

**ALL DRAWINGS CONTAINED HEREIN ARE FORMATTED FOR 11"x17" PRINTED FORMAT. CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS, AND EXISTING CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.**

**DRAWING TITLE:**

**TITLE SHEET**

**DRAWING SHEET:**

**T-1**

**10001066  
SOUTHEAST WATERTANK  
HIGHWAY 75 TO DIRT ROAD  
RIGHT 1/2 MILE TO SITE  
BARTLESVILLE,  
OKLAHOMA 73114**

**SHEET NO. 1 OF 10**

**ANDREW M. MILLER, P.E.**  
OKLAHOMA PROFESSIONAL ENGINEER  
LICENSE # 30610

**GENERAL NOTES**

**THIS IS NOT A SITE SURVEY:**  
ALL PROPERTY BOUNDARIES, ORIENTATION OF TRUE NORTH AND STREET HALF-WIDTHS ARE APPROXIMATE. REFER TO LAND SURVEY FOR COMPLETE SITE INFORMATION.

**UNDERGROUND UTILITIES:**  
EXISTING UNDERGROUND UTILITIES ARE NOT SHOWN. CONTRACTOR TO LOCATE AND PROTECT ALL EXISTING UNDERGROUND UTILITIES DURING CONSTRUCTION.

**CONTRACTOR NOTES:**  
1. CONTRACTOR SHALL REPAIR ALL DAMAGE RESULTING FROM CONSTRUCTION BACK TO PRE-CONSTRUCTION CONDITION AT COMPLETION OF WORK.  
2. CONTRACTOR SHALL COORDINATE SITE ACCESS TIMES AND EQUIPMENT STAGING LOCATIONS WITH LANDLORD.

**FAA & FCC REQUIREMENTS:**  
THIS FACILITY SHALL MEET OR EXCEED ALL FAA AND FCC REQUIREMENTS.

**CONSTRUCTION REQUIREMENTS:**  
ALL WORK MUST CONFORM TO AT&T CONSTRUCTION INSTALLATION STANDARDS AND PROCEDURES.

**NOTE:**  
PROPOSED GENERATOR MUST BE INSTALLED A MINIMUM OF 15'-0" CLEAR OF WATER TANK RISER.

**PROJECT TEAM**

**ENGINEER:**  
ANDREW MILLER, P.E.  
ADVANTAGE ENGINEERS  
7151 COLUMBIA GATEWAY DRIVE, SUITE A  
COLUMBIA, MARYLAND 21075  
(443)-367-0003

**TOWER OWNER:**  
CITY OF BARTLESVILLE  
401 SOUTH JOHNSTONE AVENUE  
BARTLESVILLE, OKLAHOMA 74003  
PHONE: (918)-338-4282

**APPLICANT:**  
AT&T MOBILITY CORPORATION  
1876 DATA DRIVE  
HOOVER, ALABAMA 35244

**PROJECT MANAGER:**  
GENERAL DYNAMICS  
9400 WILLIAMSBURG PLAZA, SUITE 200  
LOUISVILLE, KY 40222  
PHONE: (502)-396-8970  
DONALD.HENSLEY@GDIIT.COM

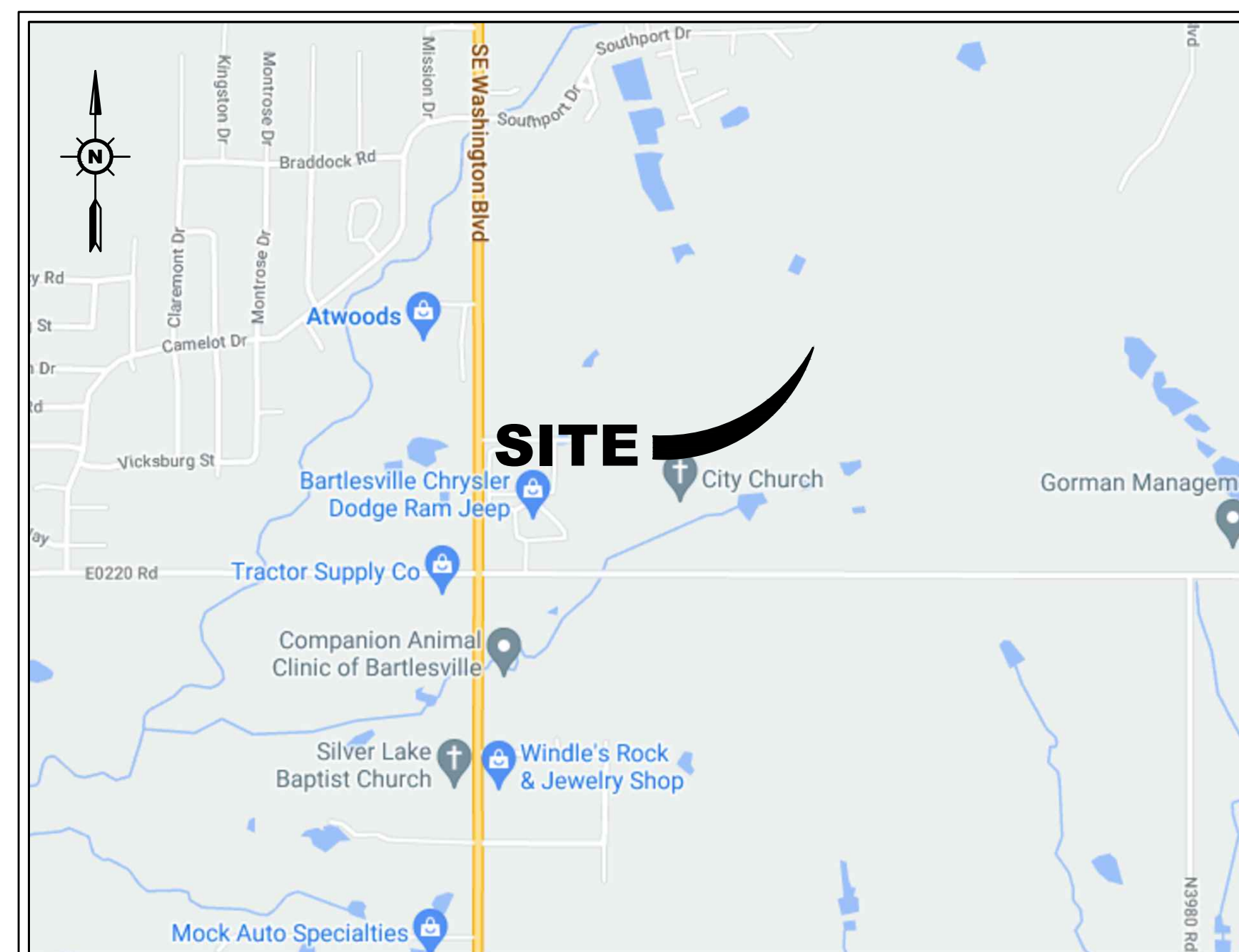
**SCOPE OF WORK**

THIS PROJECT CONSISTS OF THE FOLLOWING MODIFICATIONS TO AN EXISTING AT&T MOBILITY UNMANNED TELECOMMUNICATIONS FACILITY:

1. INSTALL 30KW NEW GENERATOR ON TOP OF A POURED IN PLACE CONCRETE PAD AT GRADE
2. THERE WILL BE NO CHANGE IN THE SIZE OR HEIGHT OF THE TOWER STRUCTURE
3. GENERATOR DIMENSIONS: 86.0"L x 40"W x 55.9"H
4. INSTALL NEW ATS ON PROPOSED H-FRAME
5. INSTALL (2) NEW 20A BREAKERS
6. PROPOSED H-FRAME

**PROJECT INFORMATION**

- PROPOSED IMPERVIOUS AREA: 0 S.F.
- PARKING REQUIREMENTS ARE UNCHANGED
- TRAFFIC IS UNAFFECTED
- SIGNAGE IS UNAFFECTED



**AREA MAP**

BARTLESVILLE, OKLAHOMA 73114  
SCALE: 1" = 1000'-0"

**SHEET INDEX**

| DRAWING SHEET | DRAWING TITLE         |
|---------------|-----------------------|
| T-1           | TITLE SHEET           |
| N-1           | DRAWING NOTES         |
| N-2           | DRAWING NOTES         |
| N-3           | ELECTRICAL NOTES      |
| A-1           | COMPOUND PLAN         |
| S-1           | FOUNDATION DETAILS    |
| E-1           | ELECTRICAL DETAILS    |
| E-2           | ONE-LINE DIAGRAM      |
| E-3           | PANEL SCHEDULE        |
| G-1           | GROUNDING DETAILS     |
| ATTACHED      | GENERATOR SPEC SHEETS |

**DO NOT SCALE DRAWINGS**

**CONTRACTOR IS TO VERIFY ALL PLANS, EXISTING DIMENSIONS & CONDITIONS RELATING TO THIS PROJECT. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER IF THERE ARE ANY DISCREPANCIES PRIOR TO CONSTRUCTION.**

**SITE INFORMATION**

**FA NUMBER:** 10001066  
**SITE NAME:** SOUTHEAST WATERTANK  
**SITE ADDRESS:** HIGHWAY 75 TO DIRT ROAD RIGHT 1/2 MILE TO SITE BARTLESVILLE, OKLAHOMA 73114  
**JURISDICTION:** CITY OF BARTLESVILLE WASHINGTON COUNTY, OKLAHOMA  
**SITE COORDINATES:** N 36° 42' 11.6", (NAD 83)  
W 95° 55' 36.1", (NAD 83)  
N 36.703212", (NAD 83)  
W -95.926702", (NAD 83)  
**GROUND ELEVATION:** 760'-0"± (NAVD 88)  
**SIZE OF LEASE AREA:** 4'-0"W x 10'-0"L  
**TENANT:** AT&T MOBILITY CORPORATION  
1876 DATA DRIVE  
HOOVER, ALABAMA 35244  
**TOWER OWNER'S NAME:** CITY OF BARTLESVILLE  
**TOWER OWNER'S ADDRESS:** 401 SOUTH JOHNSTONE AVENUE  
BARTLESVILLE, OKLAHOMA 74003  
**TOWER OWNER'S CONTACT:** (918)-261-1875

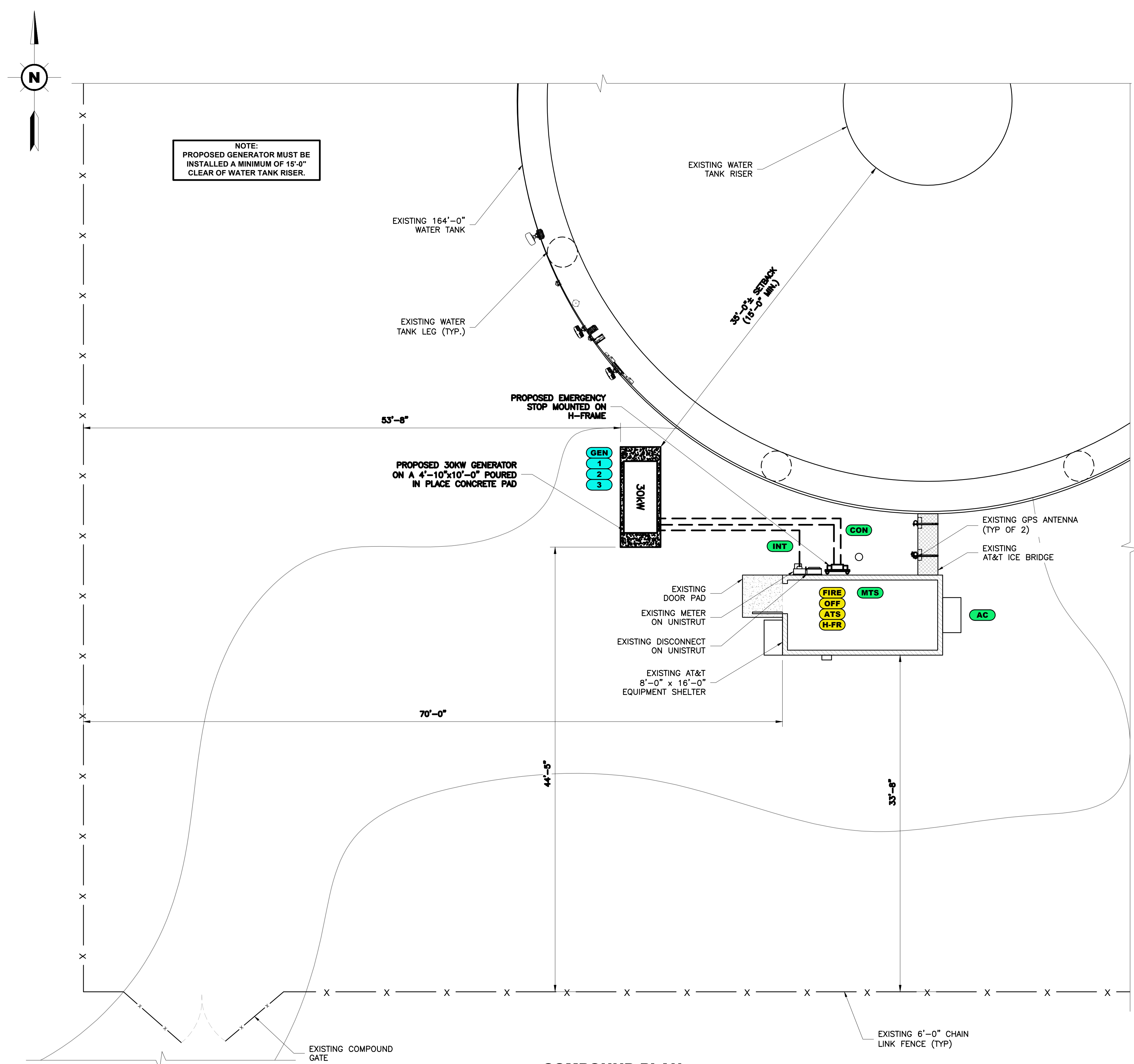
**CODE ANALYSIS**

1. 2018 INTERNATIONAL BUILDING CODE
2. 2018 INTERNATIONAL MACHINE CODE
3. 2014 NATIONAL ELECTRICAL CODE
4. 2018 INTERNATIONAL FIRE CODE
5. LOCAL CODES AND ORDINANCES









NOTE:  
PROPOSED GENERATOR MUST BE  
INSTALLED A MINIMUM OF 15'-0"  
CLEAR OF WATER TANK RISER.

**POWER ROUTING KEYED NOTES:**

- (MTS)** EXISTING AT&T A/C BREAKER PANEL/MANUAL TRANSFER SWITCH
- (INT)** INTERCEPT EXISTING CONDUIT AND CONDUCTORS AND RE-ROUTE TO PROPOSED AUTOMATIC TRANSFER SWITCH
- (AC)** EXISTING AT&T AC LOAD CENTER
- (CON)** PROPOSED AT&T UNDERGROUND GENERATOR CONDUIT ROUTE. CONTRACTOR TO LOCATE EXISTING UTILITIES PRIOR TO EXCAVATION

**GENERATOR KEYED NOTES:**

- (GEN)** PROPOSED AT&T 30KW DIESEL GENERATOR W/ SOUND ATTENUATED ENCLOSURE WITH 210 GALLON BELLY TANK ON PROPOSED CONCRETE PAD (SEE SHEET S-1)
- (1)** FUEL FILL SHALL BE PROVIDED WITH SPILL CONTROL, WITH A SOLID FILL CONNECTION, AND WITH OVERFILL PREVENTION.
- (2)** FUEL TANK NORMAL AND EMERGENCY VENTS SHALL TERMINATE AT LEAST 12'-0" ABOVE GRADE
- (3)** NFPA 704 PLACARD AND OTHER SIGNAGE

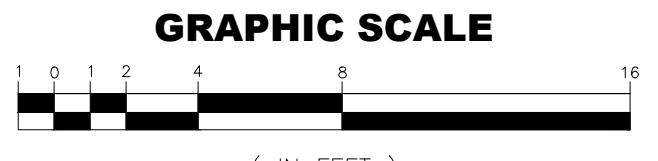
**ATS/EQUIPMENT KEYED NOTES:**

- (FIRE)** FIRE EXTINGUISHER, (2A-20BC OR APPROVED EQUAL) PER IFC 906.3 IN FIRE EXTINGUISHER CABINET (BFC-7009 OR APPROVED EQUAL), MOUNTED TO BUILDING WALL OR UTILITY FRAME PER IFC 906.9 (5'-0" MAX ABOVE GRADE)
- (OFF)** EMERGENCY SHUTOFF SWITCH. MOUNT TO BUILDING WALL OR UTILITY FRAME PER IFC 906.9 (5'-0" MAX ABOVE GRADE)
- (ATS)** PROPOSED AUTOMATIC TRANSFER SWITCH W/ CAMLOCK GENERATOR PLUG WITH 36" FRONT CLEARANCE MOUNTED ON PROPOSED H-FRAME (SEE SHEET 5/E-1)
- (H-FR)** PROPOSED H-FRAME (SEE SHEET 5/E-1)

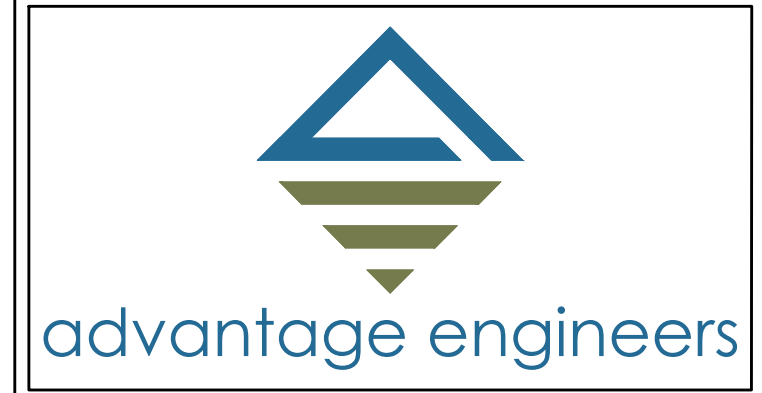
**GENERAL NOTES**

1. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES, ORDINANCES, LAWS AND REGULATIONS OF ALL MUNICIPALITIES, UTILITIES COMPANY OR OTHER PUBLIC AUTHORITIES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS THAT MAY BE REQUIRED BY ANY FEDERAL, STATE, COUNTY OR MUNICIPAL AUTHORITIES.
3. THE CONTRACTOR SHALL NOTIFY THE CONSTRUCTION MANAGER, IN WRITING, OF ANY CONFLICTS, ERRORS OR OMISSIONS PRIOR TO THE SUBMISSION OF BIDS OR PERFORMANCE OF WORK. MINOR OMISSIONS OR ERRORS IN THE BID DOCUMENTS SHALL NOT RELIEVE THE CONTRACTOR FROM RESPONSIBILITY FOR THE OVERALL INTENT OF THESE DRAWINGS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING SITE IMPROVEMENTS PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL REPAIR ANY DAMAGE CAUSED AS A RESULT OF CONSTRUCTION OF THIS FACILITY.
5. THE SCOPE OF WORK FOR THIS PROJECT SHALL INCLUDE PROVIDING ALL MATERIALS, EQUIPMENT AND LABOR REQUIRED TO COMPLETE THIS PROJECT. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
6. THE CONTRACTOR SHALL VISIT THE PROJECT SITE PRIOR TO SUBMITTING A BID TO VERIFY THAT THE PROJECT CAN BE CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
7. THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. (THERE IS NO HANDICAP ACCESS REQUIRED).
8. THE FACILITY IS UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SANITARY SERVICE.
9. THE PROPOSED DEVELOPMENT DOES NOT INCLUDE OUTDOOR STORAGE OR ANY SOLID WASTE RECEPTACLES.
10. THE PROPOSED DEVELOPMENT DOES NOT INCLUDE STREET SIGNS OF ANY TYPE. NO SIGNS WILL BE POSTED EXCEPT THOSE REQUIRED.
11. NO SIGNIFICANT NOISE, SMOKE, DUST OR ODOR WILL RESULT FROM THIS FACILITY.
12. ELEVATIONS REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

**1**  
**A-1**  
**COMPOUND PLAN**  
SCALE: 3/16"=1'-0"



(SCALE BASED ON FULL SIZE 24"x36" SHEETS ONLY)  
(DO NOT USE SCALE ON OTHER SIZED DRAWINGS)



**SCHEDULE OF REVISIONS**

| REV. NO. | DATE     | DESCRIPTION OF CHANGES |
|----------|----------|------------------------|
| 2        |          |                        |
| 1        | 06-14-22 | LANDLORD COMMENTS      |
| 0        | 06-08-22 | FINAL CDs              |
| A        | 05-04-22 | PRELIMINARY CDs        |

|                    |           |
|--------------------|-----------|
| <b>DRAWN BY:</b>   | ASE / AVG |
| <b>CHECKED BY:</b> | SP        |
| <b>SCALE:</b>      | NOTED     |

**DO NOT SCALE DRAWINGS**

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**DRAWING TITLE:**

**COMPOUND PLAN**

**DRAWING SHEET:**

**A-1**

**10001066**  
**SOUTHEAST WATERTANK**  
**HIGHWAY 75 TO DIRT ROAD**  
**RIGHT 1/2 MILE TO SITE**  
**BARTLESVILLE,**  
**OKLAHOMA 73114**

**SHEET NO. 5 OF 10**

**ANDREW M. MILLER, P.E.**  
OKLAHOMA PROFESSIONAL ENGINEER  
LICENSE # 30610



1876 DATA DRIVE  
HOOVER, ALABAMA 35244



advantage engineers



**GENERAL DYNAMICS**  
Information Technology, Inc.  
9400 WILLIAMSBURG PLAZA  
LOUISVILLE, KENTUCKY 40222

**SCHEDULE OF REVISIONS**

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**DRAWN BY:** ASE / AVG  
**CHECKED BY:** SP  
**SCALE:** NOTED

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**DRAWING TITLE:**

**FOUNDATION DETAILS**

**DRAWING SHEET:**

**S-1**

**10001066**  
**SOUTHEAST WATERTANK**  
**HIGHWAY 75 TO DIRT ROAD**  
**RIGHT 1/2 MILE TO SITE**  
**BARTLESVILLE,**  
**OKLAHOMA 73114**

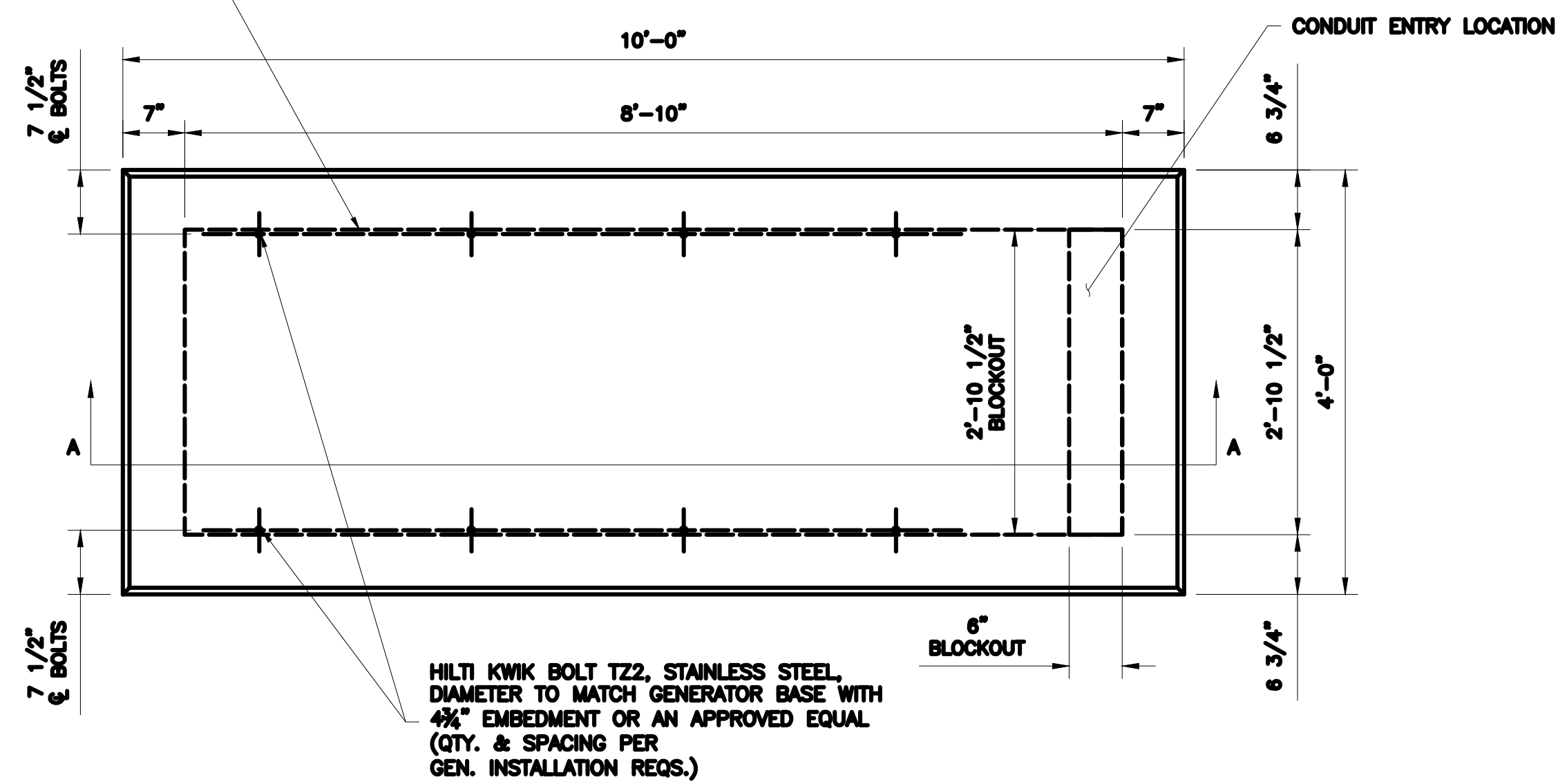
**SHEET NO. 6 OF 10**

**ANDREW M. MILLER, P.E.**  
OKLAHOMA PROFESSIONAL ENGINEER  
LICENSE # 30610

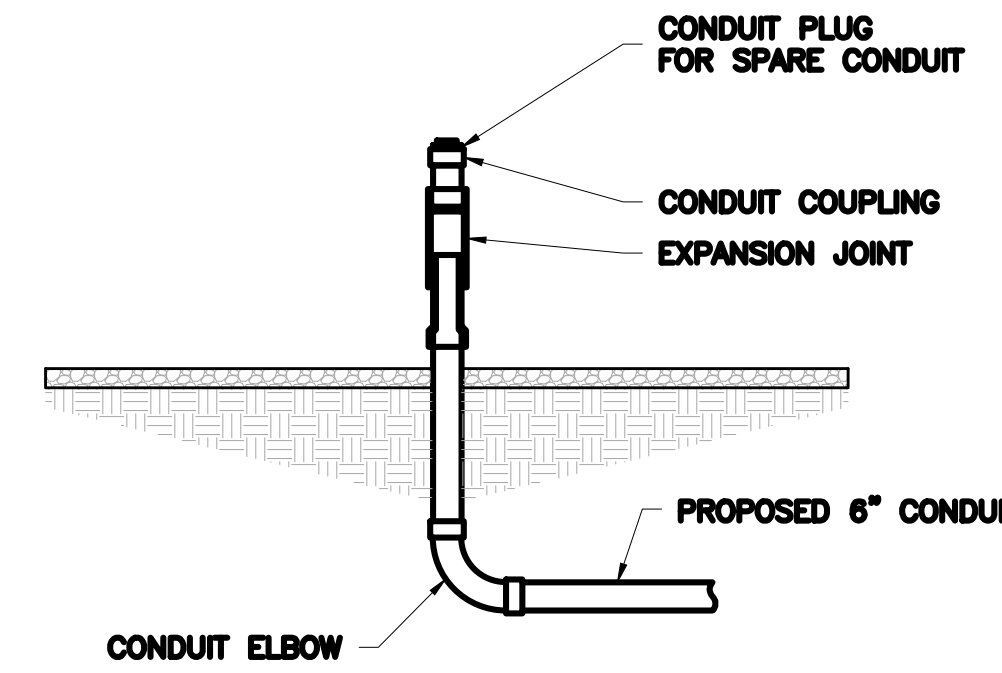
**NOTES:**

- SPECIFICATIONS / CODES:**
  - CONCRETE WORK SHALL BE PERFORMED IN ACCORDANCE WITH LATEST EDITION OF THE LOCAL BUILDING CODE AND THE FOLLOWING:
    - ACI 301
    - ACI318-14
    - CRSI MANUAL OF STANDARD PRACTICE
  - STEEL WORK SHALL BE PERFORMED IN ACCORDANCE WITH AISC STEEL CONSTRUCTION MANUAL, 9TH EDITION.
  - WELDING SHALL BE PERFORMED IN ACCORDANCE WITH AMERICAN WELDING SOCIETY (AWS) D1.1-92 "STRUCTURAL WELDING" CODE-STEEL.
  - REINFORCING STEEL SHALL BE PLACED IN ACCORDANCE WITH THE CONCRETE REINFORCING STEEL INSTITUTE (CRSI), "MANUAL OF STANDARD PRACTICE."
  - IN CASE OF CONFLICT BETWEEN THE CODES, STANDARDS, REGULATIONS, SPECIFICATIONS, GENERAL NOTES AND/OR MANUFACTURER'S REQUIREMENTS, USE THE MOST STRINGENT PROVISIONS
- MATERIALS:**
  - CONCRETE:  $f_c'$  - 3000psi. AT 28 DAYS (MIN. U.N.O.)
  - REINFORCING STEEL: ASTM A615, GRADE 60.
  - WIRE MESH: ASTM A185.
  - STRUCTURAL STEEL: ASTM A36.
  - ELECTRODES FOR WELDING: E 70xx.
  - GALVANIZING: ASTM A153 (BOLTS) OR ASTM A123 (SHAPES, PLATES).
  - MIXING: ASTM C 94. READY MIX CONCRETE
  - AIR ENTRAINMENT: ACI 318 AND ASTM C-260
  - AGGREGATE: ASTM C 33 AND C 330 (FOR LIGHT WEIGHT)
  - EXPANSION BOLTS: HILTI KWIK BOLT T22, STAINLESS STEEL, DIAMETER TO MATCH GENERATOR BASE WITH 4% EMBEDMENT OR AN APPROVED EQUAL.
- GEOTECHNICAL:**
  - CONCRETE SLAB DESIGN IS BASED ON 2000psf SOIL BEARING CAPACITY. IF OTHER CONDITIONS EXIST, FOUNDATION SHALL BE REDESIGNED. CONTRACTOR SHALL HAVE SOIL BEARING CAPACITY VERIFIED BY A LICENSED PROFESSIONAL GEOTECHNICAL ENGINEER PRIOR TO INITIATION OF CONSTRUCTION ACTIVITIES.
  - ALL ORGANIC AND/OR OTHER UNSUITABLE MATERIAL SHALL BE REMOVED FROM FOUNDATION & SLAB SUBGRADE
  - ALL BACKFILL SHALL BE GRANULAR FILL, THOROUGHLY COMPACTED TO A MINIMUM OF 95% MODIFIED PROCTOR DENSITY.
  - THE CONTRACTOR SHALL PROVIDE ALL NECESSARY MEASURES TO PREVENT ANY WATER, FROST, OR ICE FROM PENETRATING ANY FOOTING OR STRUCTURAL SUBGRADE BEFORE & AFTER PLACING OF CONCRETE, AND UNTIL SUCH CONCRETE HAS FULLY CURED.
- CONCRETE:**
  - PROVIDE AIR ENTRAINMENT WITH AIR CONTENT OF 5 TO 7% FOR ALL CONCRETE EXPOSED TO EARTH OR WEATHER
  - MAXIMUM AGGREGATE SIZE: 3/4"
  - DO NOT USE IN ADMIXTURE, WATER, OR OTHER CONSTITUENTS OF CONCRETE WHICH HAS CALCIUM CHLORIDE
  - MINIMUM COVER FOR REINFORCING STEEL SHALL BE AS SHOWN ON PLAN
- GENERAL:**
  - IT IS THE EXPRESS INTENT OF PARTIES INVOLVED IN THIS PROJECT THAT THE CONTRACTOR OR SUBCONTRACTOR OR INDEPENDENT CONTRACTOR OR THE RESPECTIVE EMPLOYEES SHALL EXCULPATE THE ARCHITECT, THE ENGINEER, TECH. CONSTRUCTION MANAGER, THE OWNER, AND THEIR AGENTS FROM ANY LIABILITY WHATSOEVER AND HOLD THEM HARMLESS AGAINST LOSS, DAMAGES, LIABILITY OR ANY EXPENSE ARISING IN ANY MATTER FROM THE WRONGFUL OR NEGLIGENT ACT, OR FAILURE TO CARRY METHODS, TECHNIQUES, OR PROCEDURES OR FAILURE TO CONFORM TO THE STATE SCAFFOLDING ACT IN CONNECTIONS WITH THE WORK
  - DO NOT SCALE DRAWINGS
  - VERIFY ALL EQUIPMENT MOUNTING DIMENSIONS PER MANUFACTURER DRAWINGS

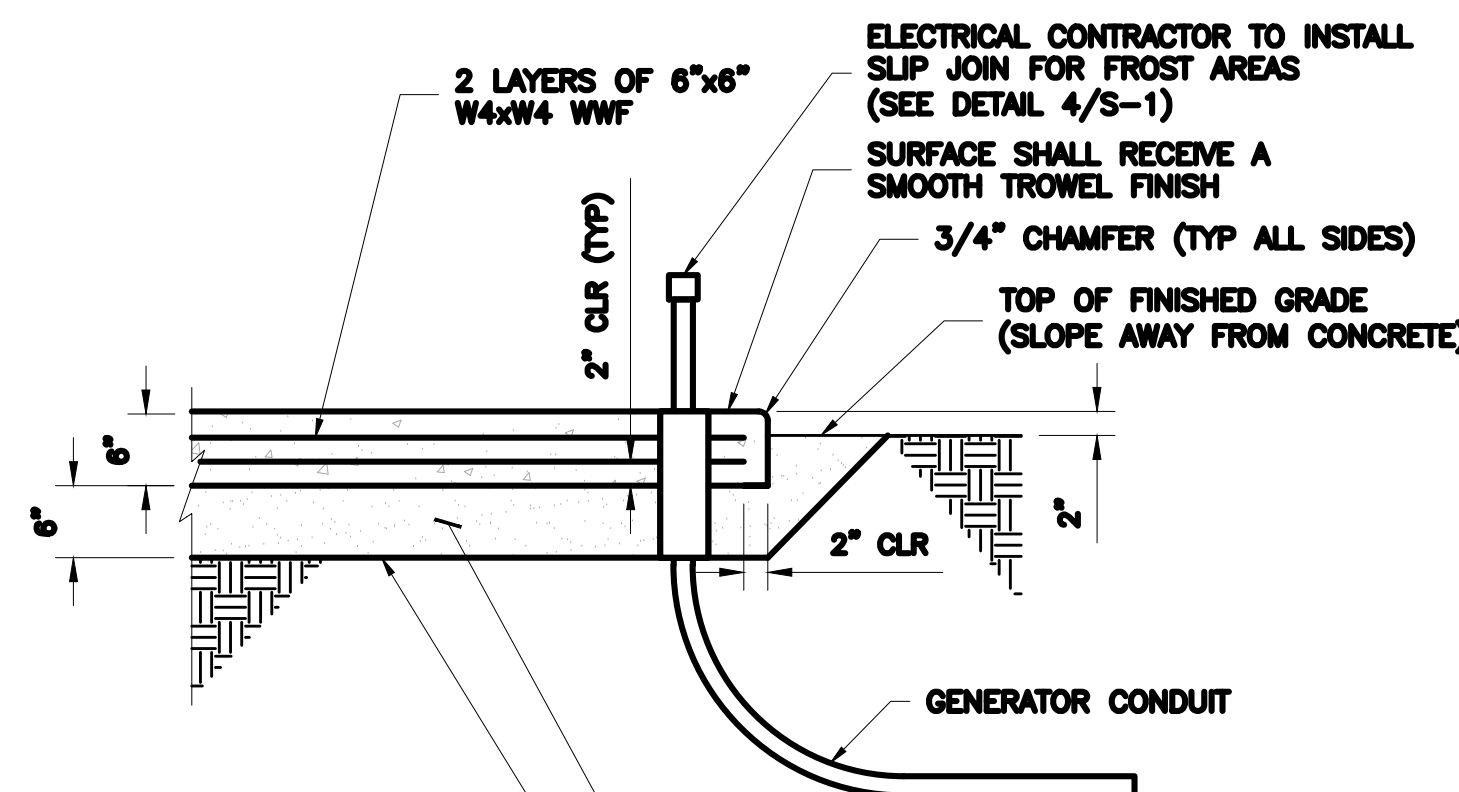
GENERATOR OUTLINE - FIELD VERIFY



**1 CONCRETE PAD PLAN VIEW**  
SCALE: NOT TO SCALE



**2 SLIPJOINT DETAIL**  
SCALE: NOT TO SCALE

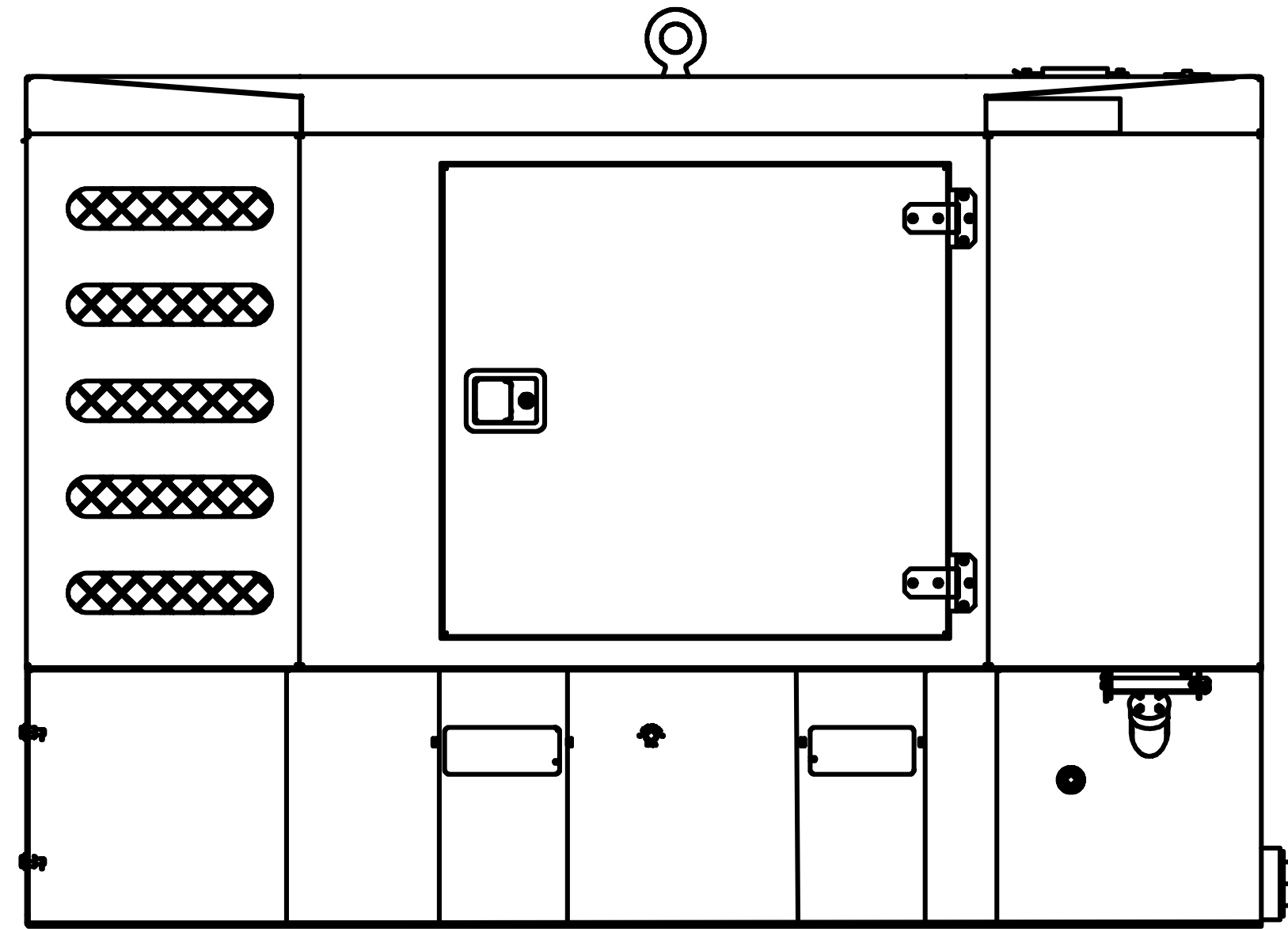


**3 CONCRETE PAD SECTION VIEW**  
SCALE: NOT TO SCALE

**DOUBLE WALL FUEL TANK BASE SPECIFICATION:**

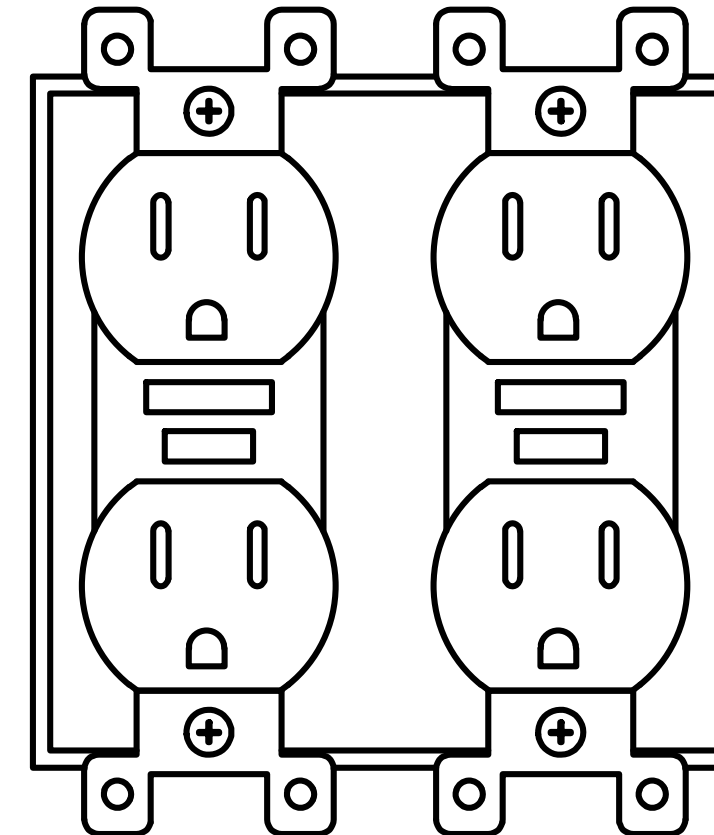
- REF: ATT 30KW GENERATOR PACKAGE  
UL REGISTRATION NUMBER: MH18459  
U.L. 142 DOUBLE WALL FUEL TANK BASE SPECIFICATION
- FUEL TANK BASE CONSTRUCTION:**
- BE CONSTRUCTED IN ACCORDANCE WITH UNDERWRITERS LABORATORIES STANDARD UL-142. BE CONSTRUCTED IN ACCORDANCE WITH FLAMMABLE & COMBUSTIBLE LIQUIDS CODE NFPA 30; THE STANDARD FOR INSTALLATION & USE OF STATIONARY COMBUSTIBLE ENGINE & GAS TURBINES, NFPA 37; AND THE STANDARD FOR EMERGENCY & STANDBY POWER SYSTEMS, NFPA 110.
  - ANCHORS MINIMUM (4) @ 5/8" FOR GEN-SET MOUNTING SUB BASE TANK TESTING; PRIMARY TANK & SECONDARY CONTAINMENT BASIN SECTIONS SHALL BE PRESSURIZED AT 3-5 PSI AND LEAK-CHECKED TO ENSURE INTEGRITY OF SUB BASE WELD SEAMS PER UL-142 STANDARDS
- FUEL FILL: 5 GALLON SPILL CONTAINMENT WITH ALARM**
- 40% REMAINING FOR ALARM
  - 20% REMAINING FOR SHUT-DOWN
- FACTORY PRE-SET AT 95% FULL FOR ALARM**
- FUEL CONTAINMENT BASIN: SUB BASE TANK SHALL INCLUDE A WELDED STEEL CONTAINMENT BASIN, SIZED AT A MINIMUM OF 110% OF THE TANK CAPACITY TO PREVENT ESCAPE OF FUEL INTO THE ENVIRONMENT IN THE EVENT OF A TANK RUPTURE. A FUEL CONTAINMENT BASIN LEAK DETECTOR SWITCH SHALL BE PROVIDED.**

| GENERATOR SPECIFICATIONS |                 |         |           |        |       |        |           |
|--------------------------|-----------------|---------|-----------|--------|-------|--------|-----------|
| QTY                      | GEN. PWR OUTPUT | MANUF.  | GEN. FUEL | LENGTH | WIDTH | HEIGHT | WEIGHT    |
| 1                        | 20kW            | GENERAC | DIESEL    | 56.0"  | 34.5" | 68.9"  | 1,465 LBS |
| 1                        | 30kW            | KOHLER  | DIESEL    | 66.0"  | 40"   | 55.9"  | 2,200 LBS |



**1 GENERATOR PROFILE**  
E-1 SCALE: N.T.S.

NOTE:  
CONTRACTOR TO LABEL GFCI RECEPTACLES  
INSIDE PROPOSED GENERATOR ENCLOSURE.



**2 RECEPTACLE DETAIL**  
E-1 SCALE: N.T.S.

| GENERATOR ALARM ID CHART |                              |
|--------------------------|------------------------------|
| NAME                     |                              |
| CF                       | CRITICAL FAILURE             |
| FLO                      | FUEL LEAK OVERFILL           |
| GR                       | GENERATOR RUNNING            |
| LF                       | LOW FUEL                     |
| MAF                      | MAJOR FAULT                  |
| MF                       | MINOR FAULT                  |
| FL                       | GEN FUEL LEAK TANK WHT/SLATE |

NOTE: CONTRACTOR TO LABEL WIRES W/ P-TOUCH OR SIMILAR LABELS ONLY. ABSOLUTELY NO HANDWRITTEN LABELS.

**ALARM REQUIREMENTS**  
AT&T REQUIRED FOUR ALARMS CONFIRMED WORKING:  
NORMALLY CLOSED VOLT-FREE CONTACT FOR:  
1. GENERATOR RUN  
2. GENERATOR FAIL  
3. LOW FUEL  
4. FUEL LEAK

**COLOR CODE**  
GENERATOR:  
A. CABLE - FOUR 12-PAIR DIRECT BURIAL  
B. COLOR CODE  
1. GENERATOR RUN - ALARM PORT #14 (ORANGE & WHITE)  
2. GENERATOR FAIL - ALARM PORT #15 (BLUE & WHITE)  
3. LOW FUEL - ALARM PORT P32 ON I/O BOARD (GREEN & WHITE)  
4. FUEL LEAK - P32 ON I/O BOARD (BROWN & WHITE)

**AUTOMATIC TRANSFER SWITCH (IF APPLICABLE)**  
A. CABLE - CAT5E  
B. COLOR CODE  
1. COMMERCIAL POWER FAIL IF REQUIRED (BLUE WHITE)  
2. TRANSFER SWITCH POSITION (BROWN WHITE)

**CAM LOCK ALARM**  
A. CABLE - CAT5E  
B. COLOR CODE  
1. PORTABLE GENERATOR RUNNING (ORANGE WHITE) (IF REQUIRED)

NOTE: PLEASE LEAVE ABOUT 6" OF CAT5E FOR SERVICE LOOP AND GROOMING

**3 ALARM PIN-OUT**  
E-1 SCALE: N.T.S.

**SCHEDULE OF REVISIONS**

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| A        | 05-04-22 | PRELIMINARY CDs        |

**DRAWN BY:** ASE / AVG  
**CHECKED BY:** SP  
**SCALE:** NOTED

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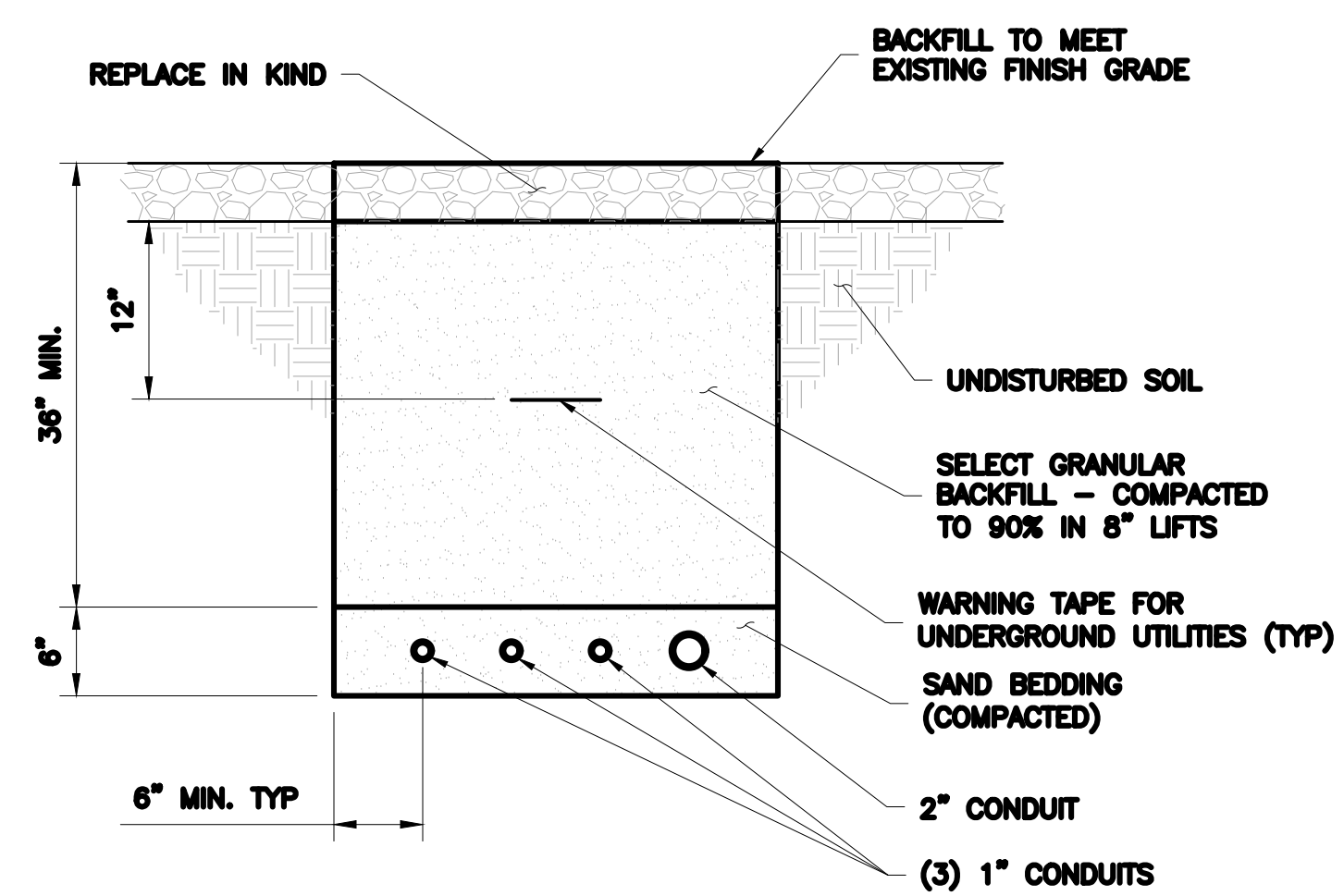
**ELECTRICAL DETAILS**

**DRAWING SHEET:**

**E-1**

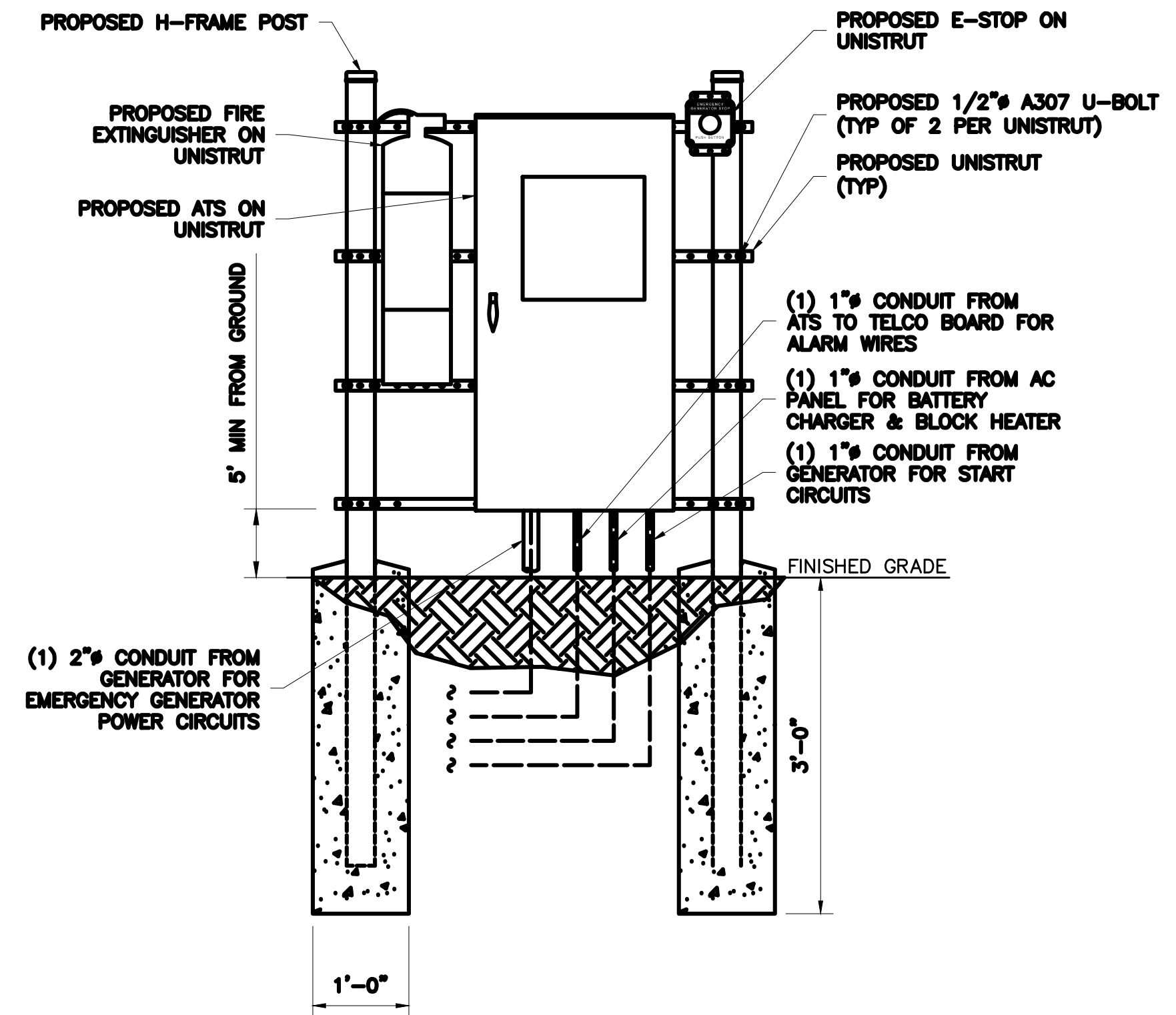
10001066  
SOUTHEAST WATERTANK  
HIGHWAY 75 TO DIRT ROAD  
RIGHT 1/2 MILE TO SITE  
BARTLESVILLE,  
OKLAHOMA 73114

SHEET NO. 7 OF 10



NOTE:  
EXCAVATE EXISTING SUBGRADE AS REQUIRED TO INSTALL CONDUITS IN ACCORDANCE WITH TO ALL APPLICABLE LOCAL AND NEC CODES.

**4 GENERATOR CONDUIT TRENCH DETAIL**  
E-1 SCALE: N.T.S.



**5 H-FRAME FOR PROPOSED EQUIPMENT DETAIL**  
E-1 SCALE: N.T.S.



**COLOR CODE CHART**

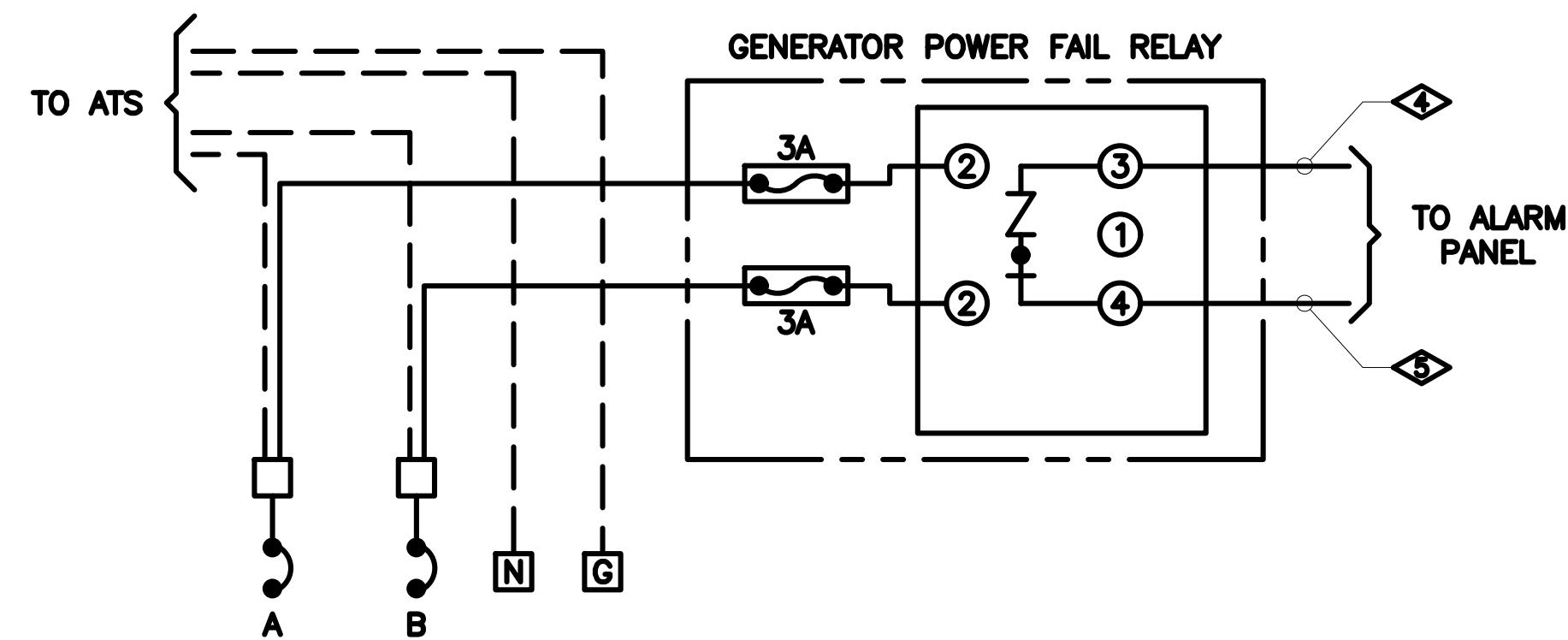
| NO. | COLOR            | AT&T                   | GDIT                  |
|-----|------------------|------------------------|-----------------------|
| 1   | BLUE WHITE       | RDS GEN. RUPTURE BASIN | CRITICAL FAILURE      |
|     | WHITE            |                        |                       |
| 2   | ORANGE WHITE     | RDS GEN. OVERFULL      | FUEL LEAK/OVERFLOW    |
|     | WHITE            |                        |                       |
| 3   | GREEN WHITE      | RDS GEN. RUNNING       | GEN. RUNNING          |
|     | WHITE            |                        |                       |
| 4   | BROWN WHITE      | RDS GEN. LOW FUEL      | LOW FUEL              |
|     | WHITE            |                        |                       |
| 5   | SLATE WHITE      | RDS GEN. SHUT DOWN     | MAJOR FAULT           |
|     | WHITE            |                        |                       |
| 6   | RED BLUE         | RDS GEN. COMMON        | MINOR FAULT           |
|     | RED              |                        |                       |
| 7   | BLUE WHITE WHITE | COMMERCIAL POWER FAIL  | COMMERCIAL POWER FAIL |
|     | WHITE            | COMMERCIAL POWER FAIL  | COMMERCIAL POWER FAIL |

**DIAGRAM CIRCUIT SCHEDULE**

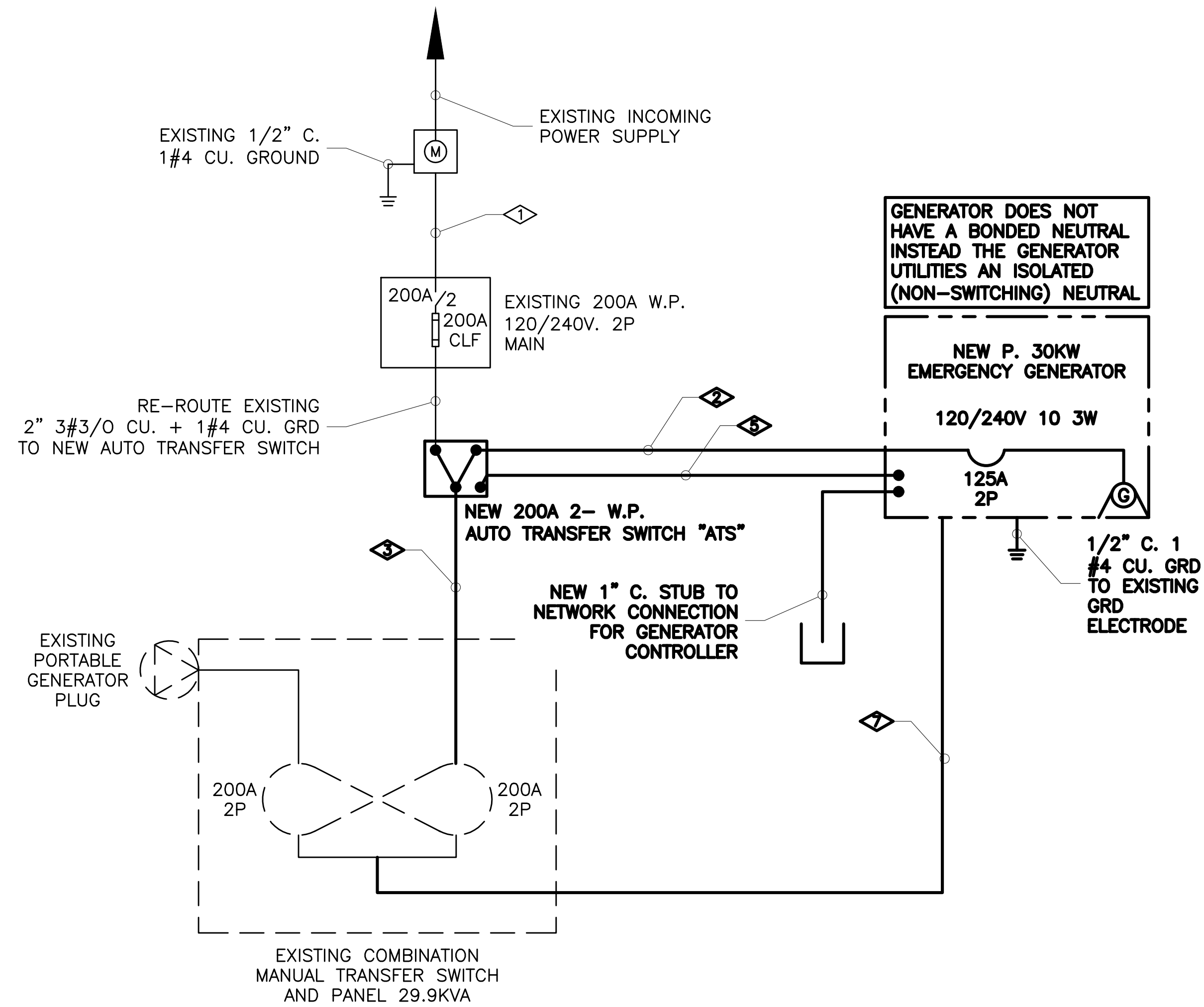
| NO. | FROM  | TO          | WIRE          | GROUND | CONDUIT SIZE | FUNCTION  |
|-----|-------|-------------|---------------|--------|--------------|---|
| 1   | METER | ATS         | 3 #3/0        | (1) #4 | 2"           | POWER FEED  |
| 2   | ATS   | GEN.        | 3 #1/0        | (1) #4 | 2"           | START CIRCUIT   |
| 3   | ATS   | PNL         | 3 #3/0        | (1) #4 | 2"           | POWER FEED  |
| 4   | ATS   | TELCO BOARD | 4 PAIR 24 AWG | N/A    | 1"           | ALARM CABLES  |
| 5   | ATS   | TELCO BOARD | 4 PAIR 24 AWG | N/A    | 1"           | ALARM CABLES  |
| 6   | ATS   | GEN.        | 2 #14         | 2 #14  | 1"           | START CIRCUIT   |
| 7   | PANEL | GEN.        | 3 #12         | 3 #12  | 1"           | 2-2 AMP CIRCUITS FOR (1) GEN BLOCK HEATER AND BATTERY CHARGER |

**LEGEND**

|  |  |
|--|--|
|  | AUTO OR MANUAL TRANSFER SWITCH SIZE AND TYPE NOTED ON ONE LINE |
|  | GENERATOR SIZE NOTED ON ONE LINE                               |
|  | CIRCUIT BREAKER SIZE NOTED ON PLAN                             |
|  | FUSED DISCONNECT SIZE NOTED ON ONE LINE                        |
|  | EXISTING METER   |
|  | GROUND SIZE ON ONE LINE  |



**1 GENERATOR POWER FAIL WIRING DIAGRAM**  
SCALE: N.T.S.



**2 ONE-LINE DIAGRAM**  
SCALE: N.T.S.



1876 DATA DRIVE  
HOOVER, ALABAMA 35244



advantage engineers



IDEAS · SOLUTIONS · RESULTS  
7901 AMBASSADOR ROW  
DALLAS, TEXAS 75247

**GENERAL DYNAMICS**  
Information Technology, Inc.  
9400 WILLIAMSBURG PLAZA  
LOUISVILLE, KENTUCKY 40222

**SCHEDULE OF REVISIONS**

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**DRAWN BY:** ASE / AVG  
**CHECKED BY:** SP  
**SCALE:** NOTED

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**DRAWING TITLE:**

**ONE-LINE DIAGRAM**

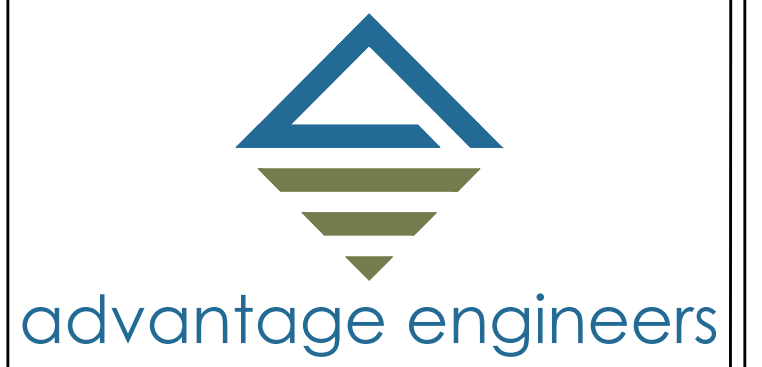
**DRAWING SHEET:**

**E-2**

10001066  
SOUTHEAST WATERTANK  
HIGHWAY 75 TO DIRT ROAD  
RIGHT 1/2 MILE TO SITE  
BARTLESVILLE,  
OKLAHOMA 73114

SHEET NO. 8 OF 10

ANDREW M. MILLER, P.E.  
OKLAHOMA PROFESSIONAL ENGINEER  
LICENSE # 30610



**GENERAL DYNAMICS**  
Information Technology, Inc.  
9400 WILLIAMSBURG PLAZA  
LOUISVILLE, KENTUCKY 40222

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**DRAWING TITLE:**

**PANEL SCHEDULE**

**DRAWING SHEET:**

**E-3**

**10001066**  
**SOUTHEAST WATERTANK**  
**HIGHWAY 75 TO DIRT ROAD**  
**RIGHT 1/2 MILE TO SITE**  
**BARTLESVILLE,**  
**OKLAHOMA 73114**

**SHEET NO. 9 OF 10**

**ANDREW M. MILLER, P.E.**  
OKLAHOMA PROFESSIONAL ENGINEER  
LICENSE # 30610

|                |           |                        |               |
|----------------|-----------|------------------------|---------------|
| VOLTAGE        | 240 VOLTS | MODEL NUMBER           | NOT SPECIFIED |
| MAINBREAKER    | 200 AMP   | PHASE                  | SINGLE        |
| MOUNT          | SURFACE   | BUSS RATING            | 200 AMPS      |
| ENCLOSURE TYPE | NEMA 3R   | NEUTRAL BAR            | YES           |
| PANEL STATUS   | EXISTING  | NEUTRAL TO GROUND BOND | YES           |

| CKT | LOAD DESCRIPTION | AMPS | POLES | STATUS | STATUS     | POLES    | AMPS      | LOAD DESCRIPTION                | CKT       |
|-----|------------------|------|-------|--------|------------|----------|-----------|---------------------------------|-----------|
| 1   | HVAC #1          | -    | -     | ON     | ON         | 2        | 30        | RECTIFIER #1                    | 2         |
| 3   |                  | 30   | 2     | ON     | ON         | -        | -         |                                 | 4         |
| 5   | HVAC #2          | -    | -     | ON     | ON         | 2        | 30        | RECTIFIER #2                    | 6         |
| 7   |                  | 30   | 2     | ON     | ON         | -        | -         |                                 | 8         |
| 9   | RECTIFIER        | -    | -     | ON     | ON         | 2        | 30        | RECTIFIER #3                    | 10        |
| 11  | RECTIFIER        | 30   | 2     | ON     | ON         | -        | -         |                                 | 12        |
| 13  | RECTIFIER        | -    | -     | ON     | ON         | 2        | 30        | RECTIFIER #4                    | 14        |
| 15  | RECTIFIER        | 30   | 2     | ON     | ON         | -        | -         |                                 | 16        |
| 17  | (ILLEGIBLE)      | -    | -     | ON     | ON         | 2        | 30        | RECTIFIER #5                    | 18        |
| 19  | (ILLEGIBLE)      | 30   | 2     | ON     | ON         | -        | -         |                                 | 20        |
| 21  | (ILLEGIBLE)      | -    | -     | ON     | ON         | 2        | 30        | RECTIFIER #6                    | 22        |
| 23  | (ILLEGIBLE)      | 30   | 2     | ON     | ON         | -        | -         |                                 | 24        |
| 25  | SMOKE ALARMS     | -    | -     | ON     | ON         | 1        | 20        | RECTIFIER #7                    | 26        |
| 27  | SPACE            | 25   | 2     | ON     | ON         | 1        | 20        |                                 | 28        |
| 29  | SPACE            | 20   | 1     | ON     | <b>NEW</b> | <b>1</b> | <b>20</b> | <b>NEW GEN. BATTERY CHARGER</b> | <b>30</b> |
| 31  | SPACE            | -    | -     | -      | <b>NEW</b> | <b>1</b> | <b>20</b> | <b>NEW GEN. BLOCK HEATER</b>    | <b>32</b> |
| 33  | SPACE            | -    | -     | -      | -          | -        | -         | SPACE                           | 34        |
| 35  | SPACE            | -    | -     | -      | -          | -        | -         | SPACE                           | 36        |
| 37  | SPACE            | -    | -     | -      | -          | -        | -         | SPACE                           | 38        |
| 39  | SPACE            | -    | -     | -      | -          | -        | -         | SPACE                           | 40        |
| 41  | SPACE            | -    | -     | -      | -          | -        | -         | SPACE                           | 42        |

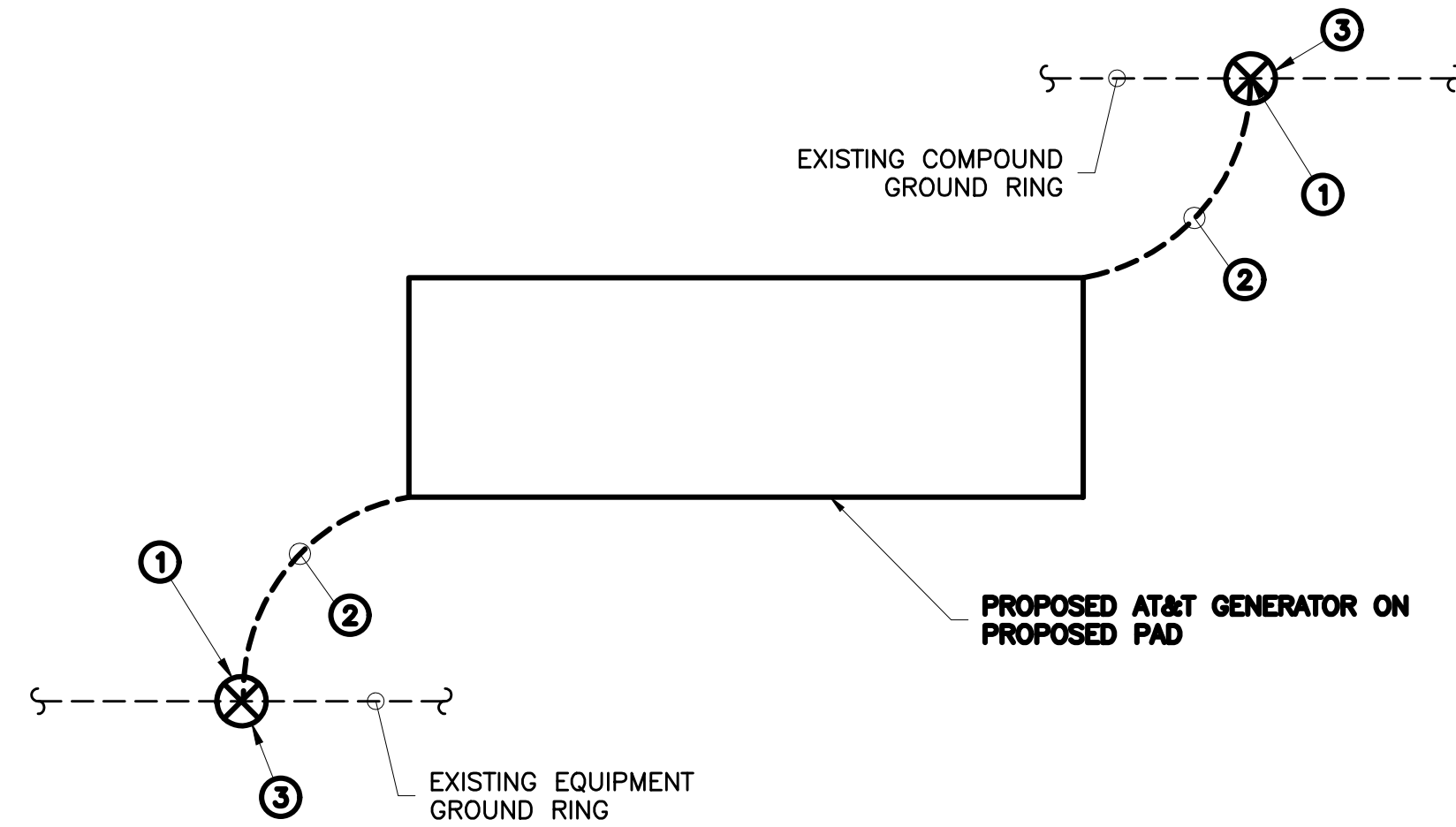
**PANEL SCHEDULE**  
SCALE: N.T.S.

**NOTES:**

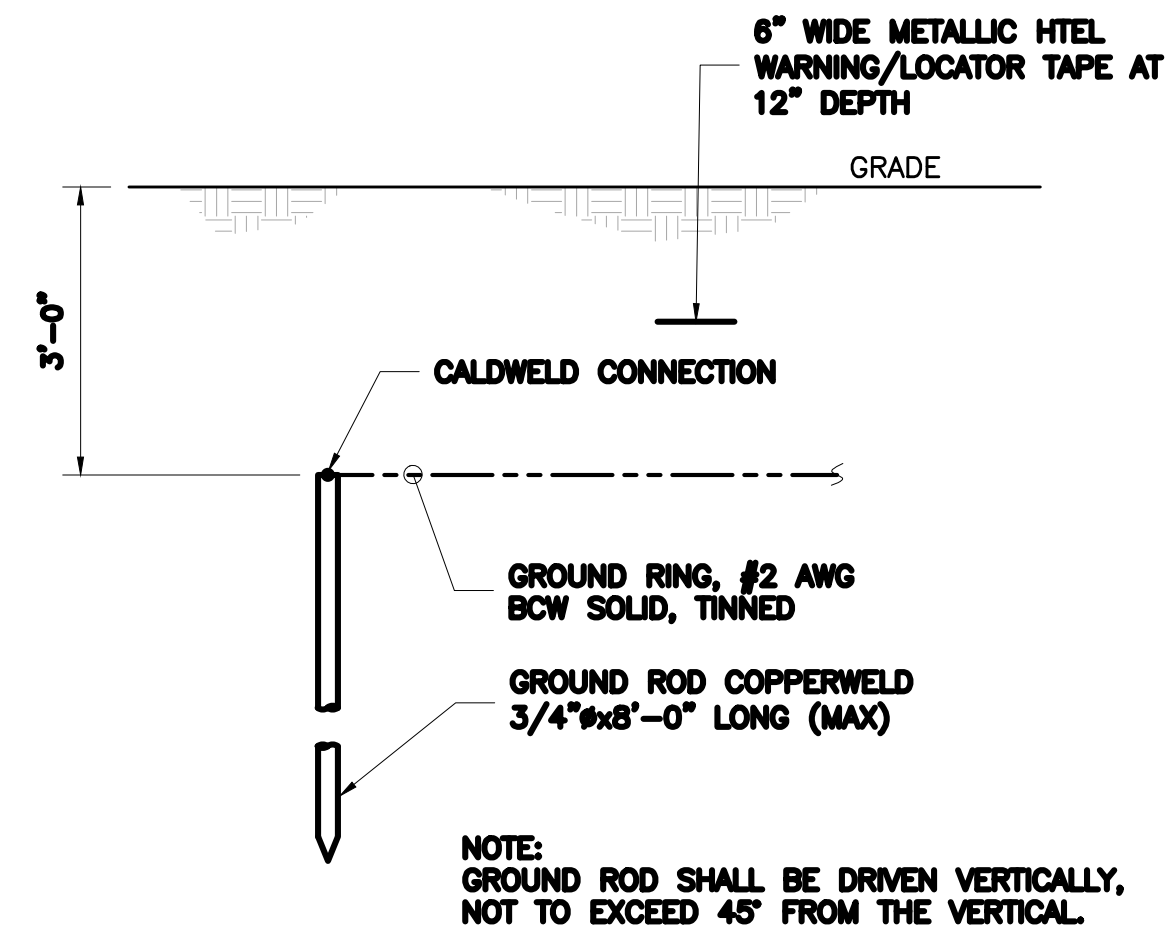
1. PROPOSED GENERATOR SET PROVIDED BY AT&T AND INSTALLED BY CONTRACTOR. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FURNISH AND INSTALL ALL MATERIALS, COMPONENTS, ETC. WHICH ARE NOT PROVIDED BY AT&T, GENERATOR MANUFACTURER, OR EQUIPMENT MANUFACTURER AND TO FURNISH A COMPLETE AND OPERATIONAL SYSTEM.
2. ROUTE NEW UNDERGROUND POWER, CONTROL, AND INDICATION CONDUITS FROM PROPOSED GENERATOR TO EXISTING AT&T EQUIPMENT.
3. MAINTAIN ALL CLEARANCES AS REQUIRED BY THE NATIONAL ELECTRICAL CODE.
4. PROVIDE AND INSTALL TWO GROUND RODS WITH INSPECTION SLEEVES (ONE AT EACH END OF GENERATOR FRAME) USING AN APPROVED TWO HOLE CONNECTOR. BOND GROUND ROD TO NEAREST SITE BURIED GROUNDING SYSTEM RING. PROVIDE INSPECTION SLEEVE AT CONNECTION POINT. SEE INSPECTION SLEEVE DETAILS.
5. BOND METALLIC CONDUITS TO BURIED GROUND RING (SYSTEM) AS THEY CROSS USING PIPE CLAMP. DO NOT EXOTHERMICALLY WELD TO CONDUIT.
6. BOND ALL EXTERIOR CONDUITS, PIPES, AND CYLINDRICAL METALLIC OBJECTS WITH A PENNUNION GT SERIES CLAMP, BLACKBURN GUV SERIES CLAMP, OR A BURNDY GAR 3900 BU SERIES CLAMP ONLY, NO SUBSTITUTES ACCEPTED.
7. BOND FENCE POST TO GROUND RING (WHERE APPLICABLE) USING AN EXOTHERMIC WELD.

**GROUNDING NOTES**

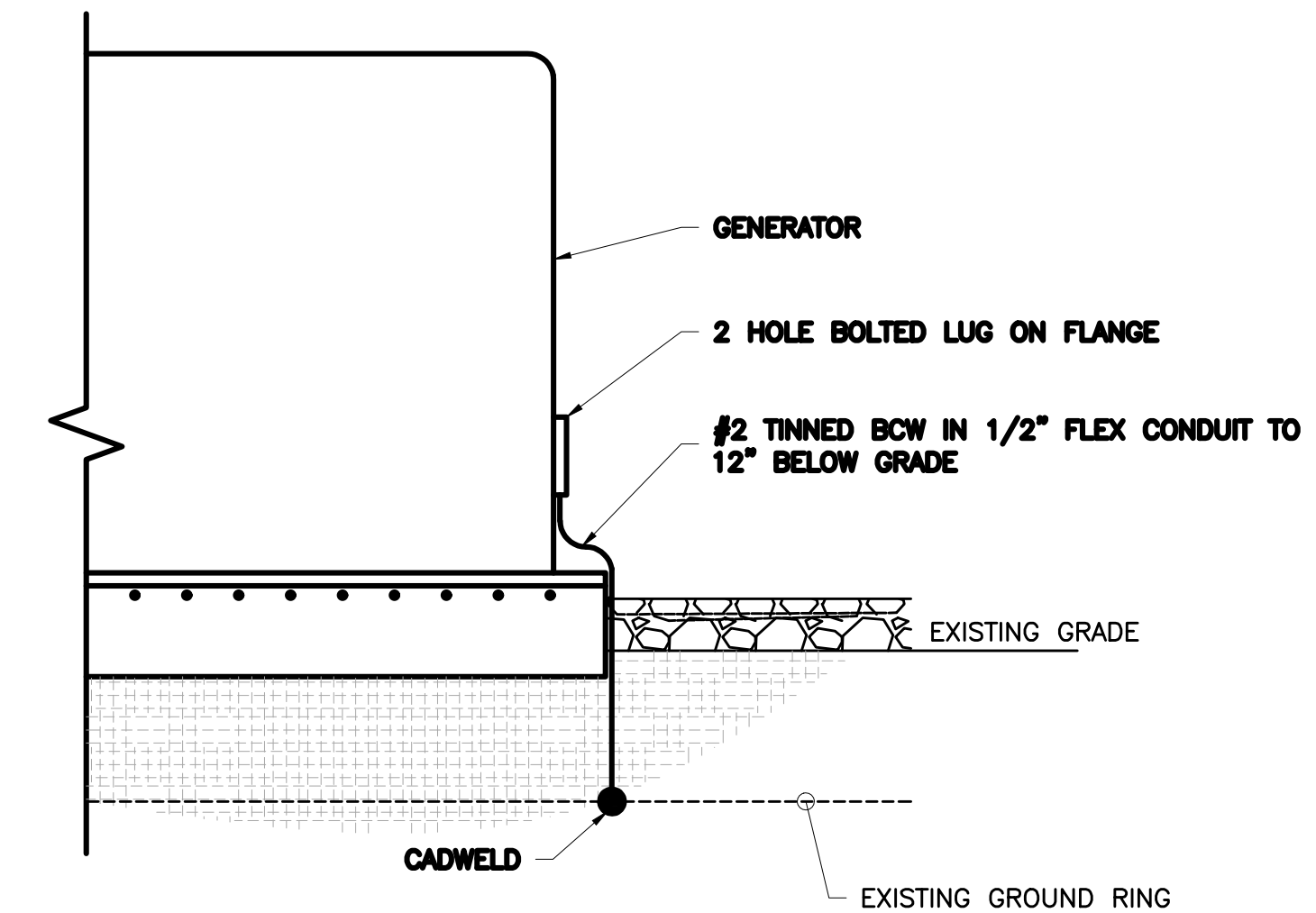
- 1 BOND TO EXISTING GROUND RING (TYP)
- 2 #2 TINNED BCW IN 1/2" FLEX BOND TO GENERATOR FRAME W/ 2 HOLE BOLTED LUG ON FLANGE
- 3 3/4" x 8'-0" LG COPPER GROUND ROD TO BE INSTALLED WHEN DISTANCE TO EXISTING GROUND RING EXCEEDS 25'-0" (SEE DETAIL 4/E-2)



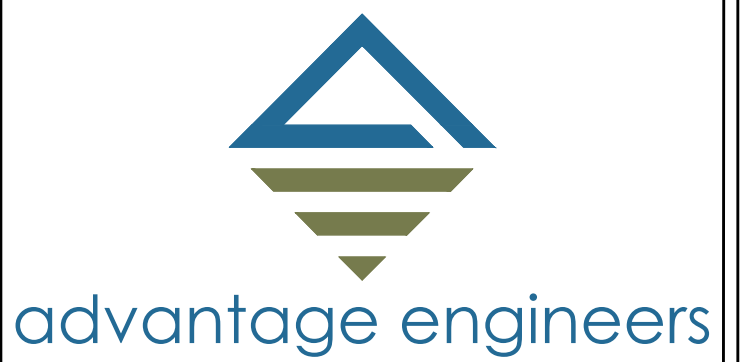
**1 TYPICAL GROUNDING PLAN**  
G-1 SCALE: NOT TO SCALE



**2 GROUND ROD DETAIL (IF REQUIRED)**  
G-1 SCALE: NOT TO SCALE



**3 GENERATOR GROUND DETAIL**  
G-1 SCALE: NOT TO SCALE



**SCHEDULE OF REVISIONS**

| REV. NO. | DATE     | DESCRIPTION OF CHANGES |
|----------|----------|------------------------|
| 2        |          |                        |
| 1        | 06-14-22 | LANDLORD COMMENTS      |
| 0        | 06-08-22 | FINAL CDs              |
| A        | 05-04-22 | PRELIMINARY CDs        |

DRAWN BY: ASE / AVG  
 CHECKED BY: SP  
 SCALE: NOTED

**DO NOT SCALE DRAWINGS**

ALL DRAWINGS CONTAINED HEREIN ARE FORMATTED FOR 11"x17" PRINTED FORMAT. CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS, AND EXISTING CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

DRAWING TITLE:

**GROUNDING DETAILS**

DRAWING SHEET:

**G-1**

10001066  
 SOUTHEAST WATERTANK  
 HIGHWAY 75 TO DIRT ROAD  
 RIGHT 1/2 MILE TO SITE  
 BARTLESVILLE,  
 OKLAHOMA 73114

SHEET NO. 10 OF 10

**I. SUBJECT, ATTACHMENTS, AND BACKGROUND**

Approval of Consent Order 19-200 – Addendum A from the Oklahoma Department of Environmental Quality on the wastewater collection and treatment system.

Attachments:

*ODEQ Consent Order 19-200 – Addendum A*

**II. STAFF COMMENTS AND ANALYSIS**

Since the early 1990's the City has made significant investments to upgrade the wastewater system to eliminate bypasses (sewage backs up and flows out of the wastewater collection system, typically during rain events where storm water infiltrates into the collection system and overloads it). To date, the City has spent over \$43 million to upgrade the wastewater system to mitigate these bypass locations. As we have conducted studies and completed projects to fix the capacity issues, the last major bottleneck of the system is the treatment plant and several pump stations along the Caney River corridor. In 2010, a facility plan was completed that identified these improvements; this plan was updated in 2017. Throughout the last 25 years, the Oklahoma Department of Environmental Quality (ODEQ) has utilized Consent Orders to ensure the City identifies and fixes capacity limitations to eliminate bypasses. The current Consent Order, 19-200 - issued in 2020, tasked the City to expand and renovate the wastewater plant, in accordance with the facility plan, as well as upgrade the Caney River pump station corridor. Due to the complexity of the indirect potable reuse treatment stream of the plant expansion, the additional testing and study requested by the ODEQ, and better understanding of the lead times for major equipment purchases, staff requested an amendment to the Consent Order to account for these items. The amended Consent Order is attached and a summary of the tasks are shown below.

- June 1, 2023 – Submit an engineering report to the ODEQ for construction of the improvements and rehabilitation to the WWTP. The City submitted the initial engineering report on October 4, 2022. Based on comments and subsequent discussions with the ODEQ, additional testing is needed to address comments associated with the indirect potable reuse portion of the improvements.

- October 1, 2024 – Submit approvable Plans and Specifications (P&S) for the improvements and rehabilitation of the WWTP.
- June 1, 2025 – Begin construction on the wastewater treatment plant improvements.
- September 1, 2029 – Complete construction of the wastewater treatment plant improvements.
- October 1, 2027 – Submit approvable P&S for the expansion of the Shawnee lift station improvements as outlined in the approved engineering report. This is a new task in the consent order.
- June 1, 2028 – Begin construction of the Shawnee Lift station expansion. This is a new task in the consent order.
- June 1, 2028 – Submit approvable P&S for the Hillcrest and Golf Course lift station improvements as outlined in the approved engineering report. This is a new task in the consent order.
- February 1, 2029 - Begin construction of Hillcrest and Golf Course lift station improvements. This is a new task in the consent order.
- February 1, 2029 – Submit approvable P&S for the Limestone lift station as outlined in the approved engineering report. This is a new task in the consent order.
- September 1, 2029 – Complete construction of the Shawnee lift station expansion. This is a new task in the consent order.
- October 1, 2029 – Begin construction of the Limestone lift station expansion. This is a new task in the consent order.
- May 1, 2030 – Complete construction of the Hillcrest and Golf Course lift station improvements. This is a new task in the consent order.
- January 1, 2031 – Complete construction of the Limestone lift station expansion.

The estimated costs associated with the above tasks is over \$100MM.

### **III. RECOMMENDED ACTION**

Staff recommends approval of Consent Order 19-200 Addendum A.



April 14, 2023

**CERTIFIED MAIL – RETURN RECEIPT REQUESTED**

The Honorable Dale Copeland, Mayor  
City of Bartlesville  
c/o Terry Lauritsen, P.E., Water Utilities Director  
401 S. Johnstone Ave.  
Bartlesville, OK 74003-6656

Re: Consent Order 19-200 – Addendum A  
City of Bartlesville Chickasaw Wastewater Treatment Plant  
Facility No. S-21402  
OPDES Permit No. OK0030333  
Problem: Discharge without a Permit; Operations and Maintenance  
Violation(s); Permit Violation(s); Five-Day Biochemical Oxygen  
Demand and Total Suspended Solids Exceedances

Dear Mayor Copeland:

The enclosed Addendum amends the Consent Order, Case No. 19-200 (Order) to which the Oklahoma Department of Environmental Quality (DEQ) and the City of Bartlesville (Respondent) agreed to on March 17, 2020. The Order is being amended to allow additional time for Respondent to develop Plans and Specifications (P&S) and construct the wastewater treatment plant improvements associated with the DEQ approved engineering report.

**Please sign and mail the original to me at:** Water Quality Division, Oklahoma Department of Environmental Quality, P.O. Box 1677, Oklahoma City, Oklahoma 73101-1677. **A file stamped copy of the signed original will be returned to you.** If this Consent Order is not signed and returned to DEQ within thirty (30) days of receipt of this letter, we will pursue other enforcement actions to ensure compliance.

If you have any questions concerning this Consent Order, please contact Matthew Dietz, E.I., District Representative, Municipal Wastewater Enforcement Section, Water Quality Division, DEQ, at 405-702-8148 or write to Mr. Dietz at the letterhead address.

Sincerely,

A handwritten signature in blue ink that reads "Karen Stubb".

for  
Shellie R. Chard, Director  
Water Quality Division  
Oklahoma Department of Environmental Quality

Enclosure

## ADDENDUM A

The Oklahoma Department of Environmental Quality (“DEQ”) and the City of Bartlesville (“Respondent”) entered into Consent Order 19-200 (“Order”) on March 17, 2020. The Order required Respondent to submit standard operating procedures (“SOPs”) for bypass response and mitigation and to complete tasks associated with improvement projects for its wastewater treatment plant (“WWTP”) and wastewater collection system.

Respondent submitted Engineering Reports, (“ERs”) ERS000074220739 for collection system improvements and ERS000074220740 for the expansion of the Chickasaw WWTP, on October 4, 2022. At this time, the collection system ER has been approved. The WWTP expansion ER has not yet been approved, but DEQ and Respondent are engaged in ongoing communications and updates of the ER.

The Consent Order is being amended in order to change the deadlines associated with Tasks C, D, E, F, and G related to developing plans and specifications (“P&S”) and constructing the WWTP and collection system improvements. On October 4, 2022, Respondent requested additional time to develop P&S due to the complex nature of the proposed improvements. DEQ recognizes good faith efforts by Respondent and is providing additional time for Respondent to achieve compliance. Therefore, stipulated penalties are not being assessed.

Pursuant to Paragraph 31 of the Consent Order, Respondent and DEQ mutually agree to add Paragraphs 2.a. and 6.a. and to amend Paragraphs 24, 25, 26, and 35 of said agreement as follows.

2.a. From January 2020 through December 2022, Respondent reported to DEQ the following unpermitted discharges from its collection and treatment system, also commonly referred to as bypasses or sanitary sewer overflows (“SSOs”).

| <b>Date</b> | <b>Duration<br/>(Hours)</b> | <b>Location</b>           | <b>Amount<br/>(Gallons)</b> | <b>Cause</b> |
|-------------|-----------------------------|---------------------------|-----------------------------|--------------|
| 1/9/2020    | 2.00                        | PEAR ORCHID               | 15000                       | RAIN         |
| 1/17/2020   | 2.00                        | HILLCREST L.S.            | 10000                       | RAIN         |
| 1/17/2020   | 0.50                        | PEAR ORCHID               | 250000                      | RAIN         |
| 1/17/2020   | 2.50                        | SHAWNEE L.S.              | 15000                       | RAIN         |
| 1/17/2020   | 2.00                        | 501 WASHINGTON<br>BLVD.   | 5000                        | RAIN         |
| 1/22/2020   | 10.00                       | ROBINWOOD PARK            | 500                         | UNKNOWN      |
| 1/23/2020   | 1.40                        | WWTP                      | 500                         | SLUDGE SPILL |
| 1/23/2020   | 3.00                        | 1741 HARNED               | 500                         | ROOTS        |
| 1/26/2020   | 0.00                        | NEBRASKA                  | NR                          | NR           |
| 1/31/2020   | 2.00                        | 1524 SMYSOR               | 250                         | ROOTS        |
| 2/4/2020    | 0.00                        | 1408 BROOKSIDE<br>PARKWAY | NR                          | NR           |

| Date      | Duration<br>(Hours) | Location                      | Amount<br>(Gallons) | Cause                   |
|-----------|---------------------|-------------------------------|---------------------|-------------------------|
| 2/18/2020 | 43.80               | 3309 E FRANK PHILLIPS<br>BLVD | 250                 | SEWER PIPE<br>COLLAPSED |
| 2/24/2020 | 24.00               | PEAR ORCHARD                  | 150000              | EXCESSIVE RAIN          |
| 2/24/2020 | 5.00                | PEAR ORCHID                   | 15000               | RAIN                    |
| 2/24/2020 | 2.50                | NE NEBRASKA ST                | 5000                | RAIN                    |
| 2/24/2020 | 2.00                | SW 501 WASHINGTON<br>BLVD     | 5000                | RAIN                    |
| 2/25/2020 | 0.00                | NR                            | NR                  | NR                      |
| 2/25/2020 | 0.00                | NR                            | NR                  | RAIN                    |
| 2/25/2020 | 0.00                | NEBRASKA                      | NR                  | NR                      |
| 2/25/2020 | 39.15               | WWTP                          | 17                  | EXCESSIVE RAIN          |
| 2/25/2020 | 29.50               | NE NEBRASKA ST                | 5000                | HEAVY RAINFALL          |
| 2/26/2020 | 0.00                | PEAR ORCHID                   | NR                  | NR                      |
| 2/26/2020 | 24.00               | PEAR ORCHARD                  | 180000              | EXCESSIVE RAIN          |
| 2/27/2020 | 76.00               | PEAR ORCHARD                  | 250000              | EXCESSIVE RAIN          |
| 2/28/2020 | 0.00                | PEAR ORCHID                   | NR                  | NR                      |
| 3/9/2020  | 23.50               | 501 WASHINGTON<br>BLVD.       | 5000                | RAIN                    |
| 3/16/2020 | 265.50              | PEAR ORCHARD                  | 1000000             | RAIN                    |
| 3/17/2020 | 2.00                | 2151 DEWEY PL.                | 10000               | RAIN                    |
| 3/18/2020 | 0.00                | PEAR ORCHID                   | NR                  | NR                      |
| 3/18/2020 | 45.00               | WWTP                          | 22                  | RAIN                    |
| 3/18/2020 | 0.00                | WWTP                          | NR                  | NR                      |
| 3/19/2020 | 23.50               | 501 WASHINGTON LVD.           | 8000                | RAIN                    |
| 3/19/2020 | 121.00              | ROBINWOODPARK                 | 500000              | RAIN                    |
| 3/19/2020 | 25.50               | PATHFINDER                    | 75000               | RAIN                    |
| 3/19/2020 | 21.50               | 1806 ARMSTRONG AVE.           | 30000               | RAIN                    |
| 3/19/2020 | 120.00              | SHAWNEE L.S.                  | 100000              | RAIN                    |
| 3/23/2020 | 8.00                | HERRICK L.S.                  | 10000               | RAIN                    |
| 3/24/2020 | 48.60               | WWTP                          | 22                  | RAIN                    |
| 3/24/2020 | 0.00                | K-MART                        | NR                  | NR                      |
| 3/24/2020 | 0.00                | LIFT STATION                  | NR                  | NR                      |
| 3/24/2020 | 0.00                | ROBIN WOOD PARK               | NR                  | NR                      |
| 3/28/2020 | 2.70                | WWTP                          | 2                   | RAIN                    |



| <b>Date</b> | <b>Duration<br/>(Hours)</b> | <b>Location</b>                  | <b>Amount<br/>(Gallons)</b> | <b>Cause</b>  |
|-------------|-----------------------------|----------------------------------|-----------------------------|---------------|
| 3/28/2020   | 94.00                       | 18TH & JENNINGS                  | 60000                       | RAIN          |
| 3/28/2020   | 0.00                        | 18TH & JENNINGS                  | NR                          | NR            |
| 3/30/2020   | 73.50                       | PEAR ORCHARD                     | 1000000                     | RAIN          |
| 3/30/2020   | 0.00                        | PEAR ORCHID                      | NR                          | NR            |
| 4/10/2020   | 0.00                        | NR                               | NR                          | NR            |
| 4/13/2020   | 5.00                        | PEAR ORCHID                      | 20000                       | RAIN          |
| 4/23/2020   | 1.00                        | PEAR ORCHARD                     | 10000                       | RAIN          |
| 4/23/2020   | 1.00                        | SHAWNEE L.S.                     | 10000                       | RAIN          |
| 4/27/2020   | 4.00                        | NEBRASKA &<br>WILSHIRE           | 20000                       | L.S. FAILURE  |
| 4/28/2020   | 51.00                       | PEAR ORCHARD                     | 100000                      | RAIN          |
| 4/28/2020   | 12.50                       | NEBRASKA &<br>WILSHIRE           | 15000                       | RAIN          |
| 4/28/2020   | 13.00                       | ROBINWOOD PARK                   | 100000                      | RAIN          |
| 4/28/2020   | 12.00                       | SHAWNEE L.S.                     | 30000                       | RAIN          |
| 4/29/2020   | 0.00                        | PEAR ORCHARD L.S.                | NR                          | NR            |
| 4/29/2020   | 2.30                        | DOG PARK, 2400 S.E.<br>ADAMS     | 20000                       | POWER FAILURE |
| 5/15/2020   | 1.00                        | MEYERS & INDIANA                 | 5000                        | RAIN          |
| 5/15/2020   | 1.70                        | NEBRASKA &<br>WILSHIRE           | 5000                        | RAIN          |
| 5/15/2020   | 3.60                        | SHAWNEE L.S.                     | 70000                       | RAIN          |
| 5/15/2020   | 3.00                        | LUPA MANHOLE                     | 5000                        | RAIN          |
| 5/15/2020   | 3.00                        | K-MART @ 501<br>WASHINGTON BLVD. | 30000                       | RAIN          |
| 5/15/2020   | 0.00                        | ROBINWOOD PARK                   | 100000                      | RAIN          |
| 5/15/2020   | 67.30                       | PEAR ORCHARD                     | 100000                      | RAIN          |
| 5/15/2020   | 3.00                        | PATHFINDER                       | 50000                       | RAIN          |
| 5/26/2020   | 8.00                        | ROBINWOOD PARK                   | 30000                       | RAIN          |
| 5/26/2020   | 0.00                        | NR                               | NR                          | NR            |
| 5/26/2020   | 25.50                       | PEAR ORCHARD                     | 80000                       | RAIN          |
| 5/28/2020   | 30.00                       | WWTP                             | 1                           | RAIN          |
| 6/19/2020   | 70.00                       | SHAWNEE L.S.                     | 70000                       | RAIN          |
| 6/19/2020   | 25.30                       | ROBINWOOD PARK                   | 2000                        | RAIN          |
| 6/19/2020   | 68.60                       | PEAR ORCHARD                     | 90000                       | RAIN          |

| <b>Date</b> | <b>Duration<br/>(Hours)</b> | <b>Location</b>                               | <b>Amount<br/>(Gallons)</b> | <b>Cause</b>                     |
|-------------|-----------------------------|---|-----------------------------|----------------------------------|
| 6/25/2020   | 12.30                       | UPSTREAM FROM<br>TUXEDO L.S.                  | 2000000                     | L.S. DOWN                        |
| 7/8/2020    | 7.00                        | NEBRASKA &<br>WILSHIRE                        | 10000                       | POWER LOSS                       |
| 7/12/2020   | 0.00                        | MH UPSTREAM FROM<br>VIRGINIA L.S.             | 50000                       | POWER FAILURE                    |
| 7/19/2020   | 0.00                        | COVINGTON L.S.                                | 1000                        | RODENTS DAMAGED<br>WIRES TO L.S. |
| 8/5/2020    | 1.50                        | HILLCREST COUNTRY<br>CLUB L.S.                | 30000                       | FORCE MAIN BROKE                 |
| 9/8/2020    | 10.00                       | HILLCREST COUNTRY<br>CLUB GOLF COURSE<br>L.S. | 50000                       | FORCE MAIN BREAK                 |
| 9/28/2020   | 25.00                       | HILLCREST LIFT<br>STATION                     | 30000                       | FORCE MAIN BREAK                 |
| 10/12/2020  | 1.50                        | 1312 S.E. HILLSDALE<br>RD.                    | 300                         | ROOTS                            |
| 10/27/2020  | 0.00                        | NR  | NR                          | RAIN                             |
| 10/29/2020  | 11.00                       | SHAWNEE L.S.                                  | 80000                       | RAIN                             |
| 11/6/2020   | 1.50                        | S.E. MADISON BLVD.                            | 5000                        | GREASE, WET WIPES &<br>RAGS      |
| 11/13/2020  | 0.00                        | HERRICK L.S.                                  | 30000                       | FORCE MAIN LEAK                  |
| 11/24/2020  | 4.00                        | HERRICK L.S.                                  | 10000                       | PIPE BREAK                       |
| 12/15/2020  | 0.00                        | 319 N.E. DEBELL                               | NR                          | NR                               |
| 12/25/2020  | 2.00                        | 5600 HAZEL ST                                 | 200                         | GREASE                           |
| 12/27/2020  | 4.00                        | 1100 MADISON BLVD                             | 500                         | DEBRIS                           |
| 12/28/2020  | 1.50                        | 1432 S. PENN                                  | 5000                        | CLAY PIPE BROKE                  |
| 12/28/2020  | 0.00                        | 2710 CIRCLE<br>MOUNTAIN                       | NR                          | PUMP VALVE FAILURE               |
| 12/28/2020  | 1.00                        | 619 OAKRIDGE DR.                              | 2000                        | DEBRIS                           |
| 12/30/2020  | 1.50                        | 725 SHAWNEE AVE                               | 500                         | ROOTS                            |
| 1/1/2021    | 8.00                        | HILLCREST LIFT<br>STATION                     | 30000                       | PUMP FAILURE                     |
| 1/1/2021    | 5.50                        | 1432 S. PENN                                  | 20000                       | PIPE JOINT COLLAPSED             |
| 1/2/2021    | 0.00                        | NR  | NR                          | NR                               |
| 1/11/2021   | 0.00                        | 5600 HAZEL RD.                                | NR                          | NR                               |

| <b>Date</b> | <b>Duration<br/>(Hours)</b> | <b>Location</b>        | <b>Amount<br/>(Gallons)</b> | <b>Cause</b>              |
|-------------|-----------------------------|------------------------|-----------------------------|---------------------------|
| 1/11/2021   | 0.00                        | 1100 MADISON RD.       | NR                          | NR                        |
| 1/14/2021   | 1.60                        | CIRCLE MOUNTAIN        | 500                         | WET WIPES & ROOTS         |
| 1/19/2021   | 5.50                        | HILLCREST GOLF COURSE  | 1000                        | LOOSE CONNECTOR           |
| 1/19/2021   | 0.00                        | CREST GOLF COURSE      | NR                          | NR                        |
| 1/25/2021   | 2.20                        | K-MART MH              | 20000                       | RAIN                      |
| 1/25/2021   | 3.20                        | SHAWNEE LIFT STATION   | 100000                      | RAIN                      |
| 1/25/2021   | 1.40                        | SENIOR SALSA MH        | 10000                       | RAIN                      |
| 1/25/2021   | 1.50                        | LUPA MH                | 16000                       | RAIN                      |
| 1/25/2021   | 1.40                        | HICKPRY & ELM          | 1000                        | RAIN                      |
| 1/30/2021   | 2.00                        | HILLCREST L.S.         | 2500                        | RAIN                      |
| 1/30/2021   | 2.40                        | SHAWNEE L.S.           | 4000                        | RAIN                      |
| 2/1/2021    | 43.50                       | 3420 HAWTHORN CT       | 36000                       | GREASE & DEBRIS           |
| 2/4/2021    | 1.25                        | 1308 BROOKSIDE PKWY    | 6000                        | TREE ROOTS                |
| 2/16/2021   | 1.25                        | 6696 LEE DR            | 3000                        | DEBRIS                    |
| 2/17/2021   | 2.00                        | POLARIS LIFT STATION   | 2000                        | POWER LOST TO PUMPS       |
| 2/21/2021   | 0.50                        | 1200 BROOKSIDE PARKWAY | 1000                        | DEBRIS & ROOTS            |
| 2/24/2021   | 0.60                        | 6696 LEE DR.           | 1000                        | NEW SERVICE LINE TAP FELL |
| 3/2/2021    | 0.50                        | 2409 JEFFERSON         | 100                         | ROOTS & WET WIPES         |
| 3/13/2021   | 5.00                        | 6000 HARVARD           | 74500                       | RAIN                      |
| 3/13/2021   | 6.50                        | HICKORY & ELM          | 107500                      | RAIN                      |
| 3/13/2021   | 4.00                        | OLD KMART              | 66500                       | RAIN                      |
| 3/13/2021   | 7.40                        | LUPA & HENRY           | 121500                      | RAIN                      |
| 3/13/2021   | 49.00                       | ROBINWOOD PARK         | 3000000                     | RAIN                      |
| 3/13/2021   | 44.00                       | ROBINWOOD PARK         | 2000000                     | RAIN                      |
| 3/13/2021   | 4.00                        | 528 WILSHIRE AVE.      | 66500                       | RAIN                      |
| 3/13/2021   | 46.50                       | SENIOR SALSA           | 373000                      | RAIN                      |
| 3/13/2021   | 69.00                       | PEAR ORCHARD           | 4000000                     | RAIN                      |
| 3/13/2021   | 53.30                       | SHAWNEE LIFT STATION   | 3000000                     | RAIN                      |
| 3/13/2021   | 4.00                        | PATHFINDER             | 66500                       | RAIN                      |
| 3/13/2021   | 12.00                       | HILLCREST L.S.         | 99500                       | RAIN                      |

| <b>Date</b> | <b>Duration<br/>(Hours)</b> | <b>Location</b>   | <b>Amount<br/>(Gallons)</b> | <b>Cause</b>                    |
|-------------|-----------------------------|---|-----------------------------|---------------------------------|
| 3/13/2021   | 3.00                        | QUEENSTOWN &<br>FLEETWOOD                               | 25000                       | RAIN                            |
| 3/13/2021   | 1.00                        | 620 S.E. GREYSTONE                                      | 8500                        | RAIN                            |
| 3/13/2021   | 0.50                        | 4916 S.E. BAYLOR DR.                                    | 4000                        | RAIN                            |
| 3/13/2021   | 5.50                        | 511 DENVER  | 9000                        | RAIN                            |
| 3/13/2021   | 5.50                        | 4100 BROOKLINE  | 9000                        | RAIN                            |
| 3/13/2021   | 3.00                        | YALE & CREEK  | 25000                       | RAIN                            |
| 3/14/2021   | 1.10                        | 3016 S.E. NOWATA RD.                                    | 2000                        | RAIN                            |
| 3/15/2021   | 46.00                       | 230 N. CHICKASAW<br>WWTP FEB OUTFALL<br>001 CANEY RIVER | 6                           | EXCESSIVE RAINFALL              |
| 3/17/2021   | 78.00                       | 230 N. CHICKASAW<br>WWTP FEB OUTFALL<br>001 CANEY RIVER | 17                          | EXCESSIVE RAINFALL              |
| 3/18/2021   | 0.50                        | 1800 SKYLINE DR.  | 1000                        | WET WIPES & ROOTS               |
| 3/18/2021   | 18.50                       | PEAR ORCHARD  | 10000                       | RAIN                            |
| 3/18/2021   | 1.00                        | SHAWNEE L.S   | 8500                        | RAIN                            |
| 3/18/2021   | 22.00                       | HILLCREST L.S.  | 36500                       | RAIN                            |
| 3/23/2021   | 16.40                       | 230 N. CHICKASAW  | 3000000                     | RAIN                            |
| 3/23/2021   | 25.00                       | PEAR ORCHARD  | 20500                       | EXCESSIVE RAINFALL              |
| 5/1/2021    | 0.70                        | JOHNSTONE PARK  | 2500                        | WET WIPES                       |
| 5/5/2021    | 0.70                        | 1629 S. ROGERS  | 2500                        | WET WIPES                       |
| 5/7/2021    | 2.00                        | VIRGINIA L.S.   | 2500                        | MAT CAUSED FLOAT<br>MALFUNCTION |
| 5/7/2021    | 0.50                        | AVONDALE &<br>KENTUCKY                                  | 600                         | WET WIPES & ROOTS               |
| 5/17/2021   | 0.30                        | 1415 S.W. FRANK<br>PHILLIPS BLVD.                       | 500                         | RAIN                            |
| 5/17/2021   | 2.20                        | 16TH & SANTA FE   | 10000                       | RAIN                            |
| 5/17/2021   | 1.80                        | K-MART  | 20000                       | RAIN                            |
| 5/17/2021   | 10.20                       | ELM & 18TH  | 50000                       | RAIN                            |
| 5/17/2021   | 1.50                        | PATHFINDER  | 10000                       | RAIN                            |
| 5/17/2021   | 3.40                        | PEAR ORCHARD  | 140000                      | RAIN                            |
| 5/17/2021   | 23.30                       | SHAWNEE L.S.  | 385000                      | RAIN                            |
| 5/17/2021   | 3.40                        | HILLCREST L.S.  | 30000                       | RAIN                            |

| <b>Date</b> | <b>Duration<br/>(Hours)</b> | <b>Location</b>                 | <b>Amount<br/>(Gallons)</b> | <b>Cause</b>                     |
|-------------|-----------------------------|---------------------------------|-----------------------------|----------------------------------|
| 5/17/2021   | 0.50                        | 2208 S.E. KRISTIN LANE          | 500                         | RAIN                             |
| 5/18/2021   | 128.00                      | 230 N. CHICKASAW<br>AVE.        | 37000000                    | RAIN                             |
| 5/18/2021   | 116.00                      | 230 N. CHICKASAW<br>AVE.        | 37000000                    | RAIN                             |
| 5/20/2021   | 18.00                       | ROBINWOOD PARK                  | 8500                        | RAIN                             |
| 5/20/2021   | 1.30                        | SHAWNEE L.S.                    | 10500                       | RAIN                             |
| 5/20/2021   | 2.00                        | HILLCREST L.S.                  | 5000                        | RAIN                             |
| 5/26/2021   | 2.00                        | 3309 E. FRANK PHILLIPS<br>BLVD. | 16500                       | GREASE                           |
| 5/28/2021   | 7.50                        | ROBINWOOD PARK                  | 12500                       | RAIN                             |
| 5/28/2021   | 45.00                       | 230 N. CHICKASAW<br>AVE.        | 10000000                    | RAIN                             |
| 5/28/2021   | 7.50                        | PEAR ORCHARD                    | 62000                       | RAIN                             |
| 5/28/2021   | 8.00                        | HILLCREST L.S.                  | 19000                       | RAIN                             |
| 6/1/2021    | 7.50                        | SHAWNEE L.S.                    | 5500                        | RAIN                             |
| 6/1/2021    | 29.00                       | 230 N. CHICKASAW<br>AVE.        | 5000000                     | RAIN                             |
| 6/1/2021    | 8.00                        | PEAR ORCHARD                    | 62500                       | RAIN                             |
| 6/1/2021    | 8.00                        | HILLCREST L.S.                  | 5000                        | RAIN                             |
| 6/3/2021    | 0.00                        | HUGHES FISHER L.S.              | 10000                       | POLE INSTALLMENT<br>DAMAGED PIPE |
| 6/6/2021    | 14.70                       | HICKORY & ELM                   | 500                         | RAIN                             |
| 6/6/2021    | 14.50                       | PEAR ORCHARD                    | 34000                       | RAIN                             |
| 6/7/2021    | 7.50                        | SHAWNEE LIFT<br>STATION         | 1500                        | RAIN                             |
| 6/7/2021    | 8.30                        | HILLCREST LIFT<br>STATION       | 5000                        | RAIN                             |
| 6/13/2021   | 1.00                        | 1741 HARNED DR.                 | 500                         | WET WIPES & ROOTS                |
| 6/26/2021   | 126.00                      | PEAR ORCHARD                    | 192500                      | RAIN                             |
| 6/27/2021   | 38.70                       | SHAWNEE L.S.                    | 177500                      | RAIN                             |
| 6/30/2021   | 2.70                        | W. OF NEBRASKA &<br>WILSHIRE    | 5000                        | RAIN                             |
| 6/30/2021   | 15.00                       | 333 N.E. MYERS                  | 2000                        | RAIN                             |
| 6/30/2021   | 26.60                       | 230 N. CHICKASAW<br>AVE.        | 2000000                     | RAINFALL                         |

| <b>Date</b> | <b>Duration<br/>(Hours)</b> | <b>Location</b>              | <b>Amount<br/>(Gallons)</b> | <b>Cause</b>                       |
|-------------|-----------------------------|------------------------------|-----------------------------|------------------------------------|
| 7/10/2021   | 0.00                        | NR                           | NR                          | NR                                 |
| 7/10/2021   | 1.70                        | 528 N.E. WILSHIRE            | 500                         | RAIN                               |
| 7/10/2021   | 2.70                        | HILLCREST LIFT<br>STATION    | 2000                        | RAIN                               |
| 7/10/2021   | 3.30                        | PEAR ORCHARD                 | 54000                       | RAIN                               |
| 7/10/2021   | 2.70                        | W. OF NEBRASKA &<br>WILSHIRE | 2000                        | RAIN                               |
| 7/10/2021   | 2.70                        | ROBINWOOD PARK               | 54000                       | RAIN                               |
| 7/10/2021   | 2.70                        | SHAWNEE L.S.                 | 11000                       | RAIN                               |
| 7/17/2021   | 0.70                        | SHAWNEE L.S.                 | 24000                       | RAIN                               |
| 7/17/2021   | 0.50                        | HILLCREST L.S.               | 2000                        | RAIN                               |
| 7/17/2021   | 0.70                        | ROBINWOOD PARK               | 24000                       | RAIN                               |
| 7/17/2021   | 1.50                        | PEAR ORCHARD                 | 50000                       | RAIN                               |
| 7/17/2021   | 0.50                        | SEÑOR SALSA                  | 5000                        | RAIN                               |
| 7/18/2021   | 1.50                        | VIRGINIA LIFT<br>STATION     | 50000                       | MALFUNCTIONS @ LIFT<br>STATION     |
| 8/26/2021   | 1.00                        | 1702 HARNED PL.              | 400                         | WET WIPES, TOILET<br>PAPER & ROOTS |
| 8/26/2021   | 0.70                        | 240 S.E. WILSHIRE            | 500                         | WET WIPES & ROOTS                  |
| 9/24/2021   | 2.60                        | WWTP                         | 40                          | ROOTS                              |
| 9/27/2021   | 1.60                        | 2331 SKYLINE DR.             | 400                         | ROOTS                              |
| 9/28/2021   | 43.70                       | HILLCREST & 20TH             | 177500                      | RAIN                               |
| 10/25/2021  | 0.20                        | 2307 SKYLINE DR.             | 500                         | WET WIPES                          |
| 11/22/2021  | 2.00                        | DEBELL/KATHERINE             | 2000                        | RAGS & WET WIPES                   |
| 11/24/2021  | 0.50                        | ROSELAWN                     | 1000                        | WIPES & RAGS                       |
| 12/26/2021  | 4.00                        | SHAWNEE LIFT<br>STATION      | 50000                       | REPAIR OF AIR RELIEF<br>VALVE      |
| 12/26/2021  | 6.00                        | 1700 HILLCREST RD            | 20000                       | AIR RELIEF VALVE<br>BROKEN         |
| 1/25/2022   | 0.00                        | MANHOLE S13-053              | NR                          | BLOCKAGE                           |
| 1/25/2022   | 1.00                        | 5901 S.E. PARK LN            | 500                         | DEBRIS                             |
| 3/21/2022   | 1.00                        | LIFT STATION &<br>MANHOLES   | NR                          | HEAVEY RAIN I&I                    |
| 3/21/2022   | 15.00                       | 914 S.E. 3RD ST              | 200000                      | BROKEN MAIN                        |
| 3/22/2022   | 1.00                        | PEAR ORCHARD MH              | 500                         | HEAVY RAIN I&I                     |

| <b>Date</b> | <b>Duration<br/>(Hours)</b> | <b>Location</b>  | <b>Amount<br/>(Gallons)</b> | <b>Cause</b>  |
|-------------|-----------------------------|--|-----------------------------|---|
| 3/22/2022   | 1.00                        | SHAWNEE LIFT STATION   | 1000                        | HEAVY RAIN I&I  |
| 3/22/2022   | 20.00                       | FRANK PHILLIPS BLVD & S.E. CHICKASAW AVE                       | 2                           | 18 INCH FORCE MAIN BLEW   |
| 5/4/2022    | 28.50                       | SHAWNEE LIFT STATION   | 1                           | HEAVY RAIN I&I  |
| 5/5/2022    | 31.50                       | ROBINWOOD PARK   | 55000                       | HEAVY RAIN I&I  |
| 5/5/2022    | 1.50                        | LUPA MANHOLE   | 16000                       | HEAVY RAIN I&I  |
| 5/6/2022    | 39.00                       | 230 N. CHICKASAW AVE   | 6                           | HEAVY RAIN I&I  |
| 5/6/2022    | 6.00                        | HILLCREST LIFT STATION   | 130000                      | HEAVY RAIN I&I  |
| 5/17/2022   | 8.50                        | SHAWNEE LIFT STATION   | 450000                      | LINE BREAK  |
| 5/17/2022   | 5.00                        | 411 S. CREEK RD  | 8000                        | MAIN FAILED   |
| 5/23/2022   | NR                          | MULTIPLE MANHOLE LOCATIONS. LISTED ON ATTACHMENT (IN EDOCTUS). | 6289800                     | HEAVY RAIN EVENT  |
| 5/24/2022   | NR                          | 528 NE WILSHIRE, MH T02-161, NEBRASKA MH-T02-042               | 8200                        | HEAVY RAIN EVENT  |
| 5/24/2022   | NR                          | PEAR ORCHARD MH S10-009 & MH S10-009                           | 1500000                     | HEAVY RAIN EVENT  |
| 5/25/2022   | 68.00                       | 230 N. CHICKASAW AVE   | 18420000                    | HEAVY RAIN. FEB'S EXCEEDED CAPACITY.  |
| 5/25/2022   | 57.00                       | 230 N. CHICKASAW AVE WWTP                                      | 18420000                    | HEAVY RAINS; I&I; FEB'S OVERFILLED.   |
| 5/25/2022   | NR                          | ROBINWOOD PARK, MH-T01-010                                     | 900000                      | NR  |
| 5/31/2022   | NR                          | HILLCREST LIFT STATION MH S07-001                              | 200                         | VALVE OPENED TOO WIDE AND EXCEEDED LINE CAPACITY DOWNSTREAM OF THE FEB RESULTING IN THE BYPASS AT HILLCREST LIFT STATION. |

| Date       | Duration (Hours) | Location   | Amount (Gallons) | Cause   |
|------------|------------------|--|------------------|---|
| 6/10/2022  | NR               | PEAR ORCHARD MH<br>S10-009 MH S10-008              | 100000           | HEAVY RAIN  |
| 6/10/2022  | NR               | HILLCREST LIFT<br>STATION MH S07-001               | 55000            | HEAVY RAIN  |
| 7/26/2022  | 3.50             | 401 S. CREEK ROAD                                  | 10000            | 18 INCH FORCED MAIN<br>FAILED.                          |
| 7/26/2022  | 7.00             | SHAWNEE LIFT<br>STATION                            | NR               | HEAVY RAIN; I&I.  |
| 7/26/2022  | 25.00            | SHAWNEE LIFT<br>STATION; MH# S05-004<br>& S05-007. | 1500000          | 18 INCH FORCED MAIN<br>FAILURE AT 401 S.<br>CREEK ROAD. |
| 12/25/2022 | 365.00           | 2509 CHEERKEE HILLS<br>PL MH T10-022               | 10000            | ROOTS AND<br>DISPOSABLE WIPES                           |

“\*” Denotes locations with multiple unpermitted discharges (Chronic)

“NR” Denotes missing required information

6.a. Respondent is required to submit electronic Discharge Monitoring Reports (“eDMRs”) monthly. Since January 2020, Respondent has reported the following permit limit violations in its eDMRs:

| Monitoring Period | Parameter (Units)                         | Reported Result | Permit Limit |
|-------------------|---|-----------------|--------------|
| Jan. 2020         | BOD <sub>5</sub> , mo. avg. load., (lb/d) | 636.5           | 583.8        |
| Feb. 2020         | BOD <sub>5</sub> , wk. avg. conc., (mg/L) | 16              | 15           |
| Feb. 2020         | BOD <sub>5</sub> , mo. avg. load., (lb/d) | 871.5           | 583.8        |
| Feb. 2020         | TSS, mo. avg. conc., (mg/L)               | 20.6            | 15           |
| Feb. 2020         | TSS, wk. avg. conc., (mg/L)               | 36.9            | 22.5         |
| Feb. 2020         | TSS, mo. avg. load., (lb/d)               | 1816.5          | 875.7        |
| Mar. 2020         | BOD <sub>5</sub> , mo. avg. conc., (mg/L) | 10.2            | 10           |
| Mar. 2020         | BOD <sub>5</sub> , mo. avg. load., (lb/d) | 1150            | 583.8        |
| Mar. 2020         | TSS, mo. avg. conc., (mg/L)               | 18              | 15           |
| Mar. 2020         | TSS, wk. avg. conc., (mg/L)               | 49.4            | 22.5         |
| Mar. 2020         | TSS, mo. avg. load., (lb/d)               | 2617.2          | 875.7        |
| Apr. 2020         | BOD <sub>5</sub> , mo. avg. load., (lb/d) | 604.6           | 583.8        |



| <b>Monitoring Period</b> | <b>Parameter (Units)</b>                  | <b>Reported Result</b> | <b>Permit Limit</b> |
|--------------------------|---|------------------------|---------------------|
| Jun. 2020                | BOD <sub>5</sub> , mo. avg. conc., (mg/L) | 10.4                   | 10                  |
| Jun. 2020                | BOD <sub>5</sub> , mo. avg. load., (lb/d) | 592.1                  | 583.8               |
| Jan. 2021                | BOD <sub>5</sub> , mo. avg. load., (lb/d) | 714                    | 583.8               |
| Feb. 2021                | BOD <sub>5</sub> , mo. avg. conc., (mg/L) | 10.63                  | 10                  |
| Feb. 2021                | BOD <sub>5</sub> , mo. avg. load., (lb/d) | 792.9                  | 583.8               |
| Mar. 2021                | BOD <sub>5</sub> , mo. avg. conc., (mg/L) | 11.86                  | 10                  |
| Mar. 2021                | BOD <sub>5</sub> , wk. avg. conc., (mg/L) | 17.1                   | 15                  |
| Mar. 2021                | BOD <sub>5</sub> , mo. avg. load., (lb/d) | 1179.7                 | 583.8               |
| Mar. 2021                | TSS, wk. avg. conc., (mg/L)               | 23.8                   | 22.5                |
| Mar. 2021                | TSS, mo. avg. load., (lb/d)               | 1251.3                 | 875.7               |
| Apr. 2021                | BOD <sub>5</sub> , mo. avg. conc., (mg/L) | 10.45                  | 10                  |
| Apr. 2021                | BOD <sub>5</sub> , mo. avg. load., (lb/d) | 682.1                  | 583.8               |
| May 2021                 | BOD <sub>5</sub> , mo. avg. conc., (mg/L) | 14.17                  | 10                  |
| May 2021                 | BOD <sub>5</sub> , wk. avg. conc., (mg/L) | 16.6                   | 15                  |
| May 2021                 | BOD <sub>5</sub> , mo. avg. load., (lb/d) | 1293.1                 | 583.8               |
| May 2021                 | TSS, mo. avg. conc., (mg/L)               | 16.1                   | 15                  |
| May 2021                 | TSS, wk. avg. conc., (mg/L)               | 23.3                   | 22.5                |
| May 2021                 | TSS, mo. avg. load., (lb/d)               | 1646.5                 | 875.7               |
| Jun. 2021                | BOD <sub>5</sub> , mo. avg. load., (lb/d) | 804.4                  | 583.8               |
| Jul. 2021                | BOD <sub>5</sub> , mo. avg. conc., (mg/L) | 10.53                  | 10                  |
| Jul. 2021                | BOD <sub>5</sub> , wk. avg. conc., (mg/L) | 16.6                   | 15                  |
| Jul. 2021                | BOD <sub>5</sub> , mo. avg. load., (lb/d) | 923.1                  | 583.8               |
| Jul. 2021                | TSS, mo. avg. load., (lb/d)               | 924.1                  | 875.7               |
| May 2022                 | BOD <sub>5</sub> , mo. avg. load., (lb/d) | 709.4                  | 583.8               |

24. Respondent shall complete the following tasks by the dates specified below:

| <b>Task</b>   | <b>Date Due</b> |
|---|-----------------|
| A. Submit interim plan for bypass management, including a signed standard operating procedure (“SOP”) for bypass response and mitigation. | Completed       |
| B. Hire an engineer licensed to practice in the State of Oklahoma for the purposes of completing Tasks C, D, and E of this Order.         | Completed       |

| Task   | Date Due          |
|--|-------------------|
| C. Submit an approvable Engineering Report (“ER”) for construction of the improvements and rehabilitation to the WWTP.   | June 1, 2023      |
| D. Submit an approvable ER for the construction of the improvements to the collection system in the Limestone-Chickasaw Corridor. The ER shall include a schedule for submitting P&S and a schedule for beginning and completing construction of the improvements. | Completed         |
| E. Submit approvable P&S for the construction outlined in the approved ER from Task C.   | October 1, 2024   |
| F. Begin construction of improvements and rehabilitation of the WWTP.  | June 1, 2025      |
| G. Complete construction of improvements and rehabilitation of the WWTP.   | September 1, 2029 |
| H. Submit approvable P&S for the expansion of the Shawnee lift station as outlined in the approved ER from Task D.   | October 1, 2027   |
| I. Begin construction of the Shawnee lift station expansion.   | June 1, 2028      |
| J. Submit approvable P&S for the Hillcrest and Golf Course lift station improvements as outlined in the approved ER from Task D.   | June 1, 2028      |
| K. Begin construction of the Hillcrest and Golf Course lift station improvements.  | February 1, 2029  |
| L. Submit approvable P&S for the expansion of the Limestone lift station as outlined in the approved ER from Task D.   | February 1, 2029  |
| M. Complete construction of the Shawnee lift station expansion.  | September 1, 2029 |
| N. Begin construction of the Limestone lift station expansion.   | October 1, 2029   |
| O. Complete construction of the Hillcrest and Golf Course lift station improvements.   | May 1, 2030       |
| P. Complete construction of the Limestone lift station expansion.  | January 1, 2031   |

25. The Oklahoma Pollutant Discharge Elimination System Act, 27A O.S. §§ 2-6-201 through 2-6-206, authorizes DEQ to seek penalties of up to Ten Thousand Dollars (\$10,000.00) per day of violation, for each day during which a violation of the Act, permit, associated rules, or order continues. Based on the facts and circumstances of this case, DEQ assessed a total penalty of Three Thousand Dollars (\$3,000.00).

- a. The Parties agreed that, in lieu of paying the cash penalty, Respondent would complete the supplemental environmental project (“SEP”) described in Paragraph 12 of the Order. Respondent agreed to begin construction on the improvements outlined in Paragraph 12 by March 1, 2020, and complete the construction by September 1, 2020. On July 7, 2021, DEQ received confirmation that Respondent has completed the SEP with a final cost of One Hundred Ninety-one Thousand Two Hundred Dollars (\$191,200.00).

All penalty payments shall be by check or money order payable to the Oklahoma Department of Environmental Quality (or DEQ), showing the case number of this Consent Order, and delivered to:

Accounts Receivable  
Financial & Human Resources Management  
Oklahoma Department of Environmental Quality  
P.O. Box 2036  
Oklahoma City, OK 73101-2036

26. Respondent agrees that if Respondent fails to complete any of the task(s) by the specified due dates set forth in Paragraph 24 in the Consent Order, DEQ may assess stipulated penalties as follows:

| <b>TASK</b> | <b>PENALTY PER DAY</b> |
|-------------|------------------------|
| A.          | N/A                    |
| B.          | N/A                    |
| C.          | \$140.00               |
| D.          | N/A                    |
| E.          | \$140.00               |
| F.          | \$75.00                |
| G.          | \$110.00               |
| H.          | \$40.00                |
| I.          | \$75.00                |
| J.          | \$40.00                |
| K.          | \$75.00                |
| L.          | \$40.00                |
| M.          | \$110.00               |
| N.          | \$75.00                |
| O.          | \$110.00               |
| P.          | \$110.00               |

Stipulated penalties begin to accrue on the day performance is due, with the total amount of stipulated penalties not to exceed Seventy-five Thousand Dollars (\$75,000.00). If DEQ notifies Respondent that Respondent is not in compliance with this Consent Order and that stipulated penalties are being assessed, Respondent may request a hearing to contest the finding of noncompliance.

35. Unless otherwise specified, any report, notice or other communication required under this Consent Order must be made in writing and must be sent to:

**For DEQ:**

Matthew Dietz, E.I., District Representative  
Municipal Wastewater Enforcement Section  
Water Quality Division  
Oklahoma Department of Environmental Quality  
P.O. Box 1677  
Oklahoma City, OK 73101-1677

**For Respondent:**

Terry Lauritsen, P.E., Water Utilities Director  
City of Bartlesville  
401 South Johnstone Avenue  
Bartlesville, Oklahoma 74003

All other terms of the previously issued Order are binding as written.

This Addendum becomes effective on the date of the later of the two signatures below.

**FOR CITY OF BARTLESVILLE:**

**FOR OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY:**

\_\_\_\_\_  
**DALE COPELAND  
MAYOR**

\_\_\_\_\_  
**SCOTT A. THOMPSON  
EXECUTIVE DIRECTOR**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DATE**



**I. SUBJECT, ATTACHMENTS, AND BACKGROUND**

Receipt of Interim Financials for the nine months ending March 30, 2023.

Attachments:

Interim Financials for March 30, 2023

**II. STAFF COMMENTS AND ANALYSIS**

Staff has prepared the condensed Interim Financial Statements for March 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 March 30, 2023.



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

For The Nine Months Ended March 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

|                          |
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**HIGHLIGHTS**

**MAJOR FUNDS:**

GENERAL FUND

WASTEWATER OPERATING/BMA WASTEWATER FUNDS

WATER OPERATING/BMA WATER FUNDS

SANITATION

**OTHER FUNDS:**

REVENUE BUDGET STATUS

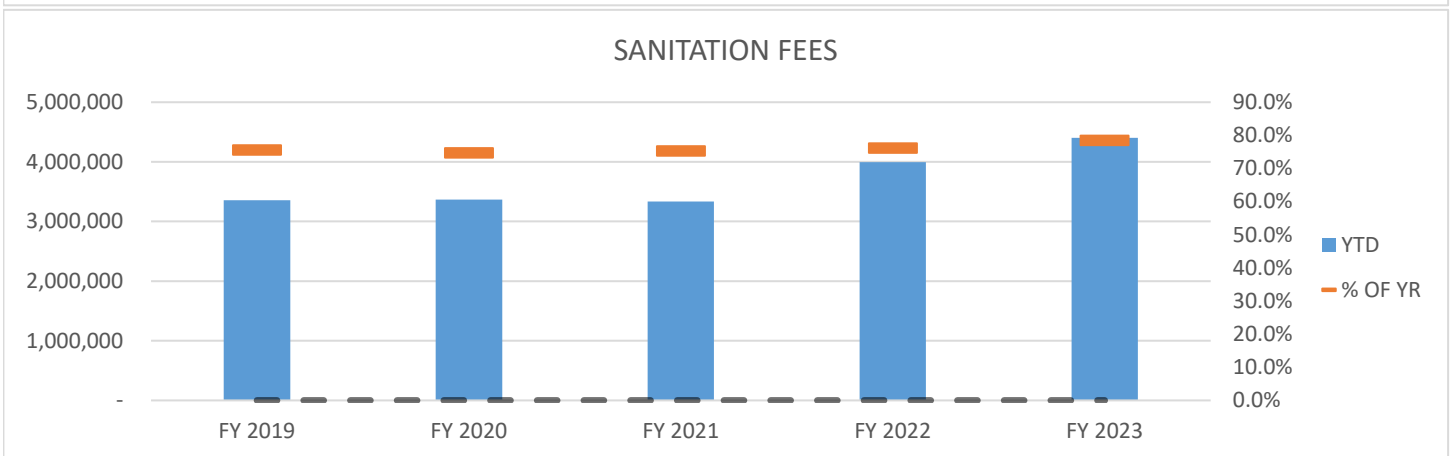
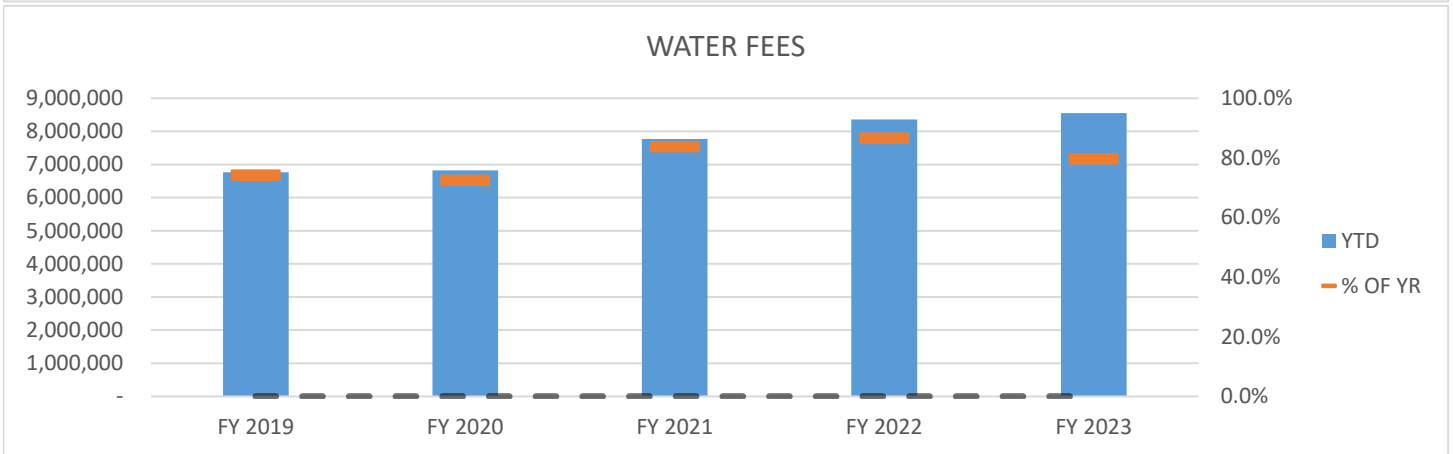
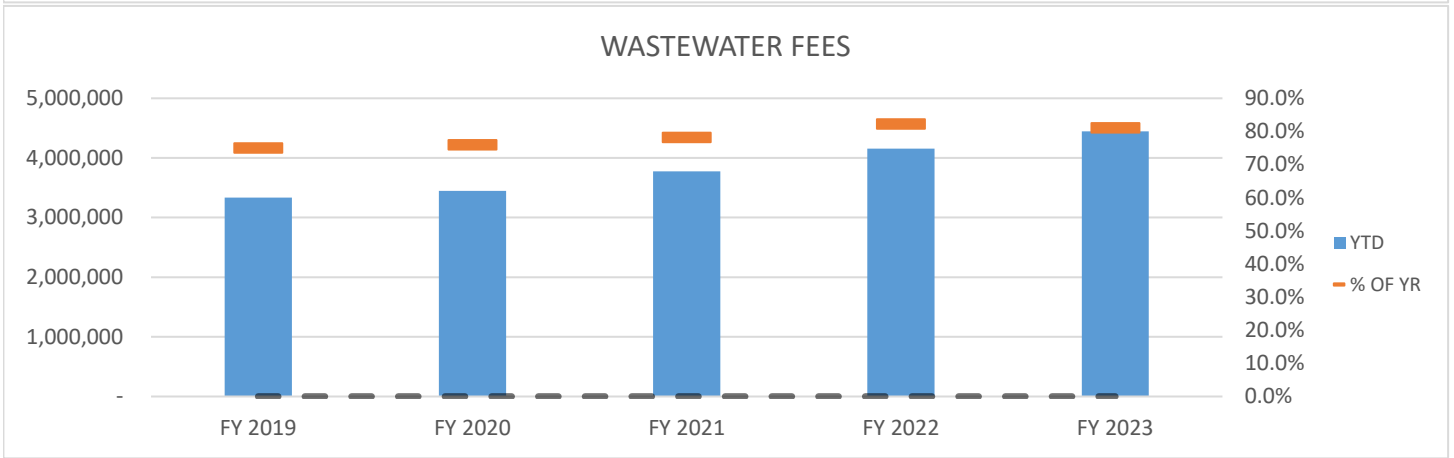
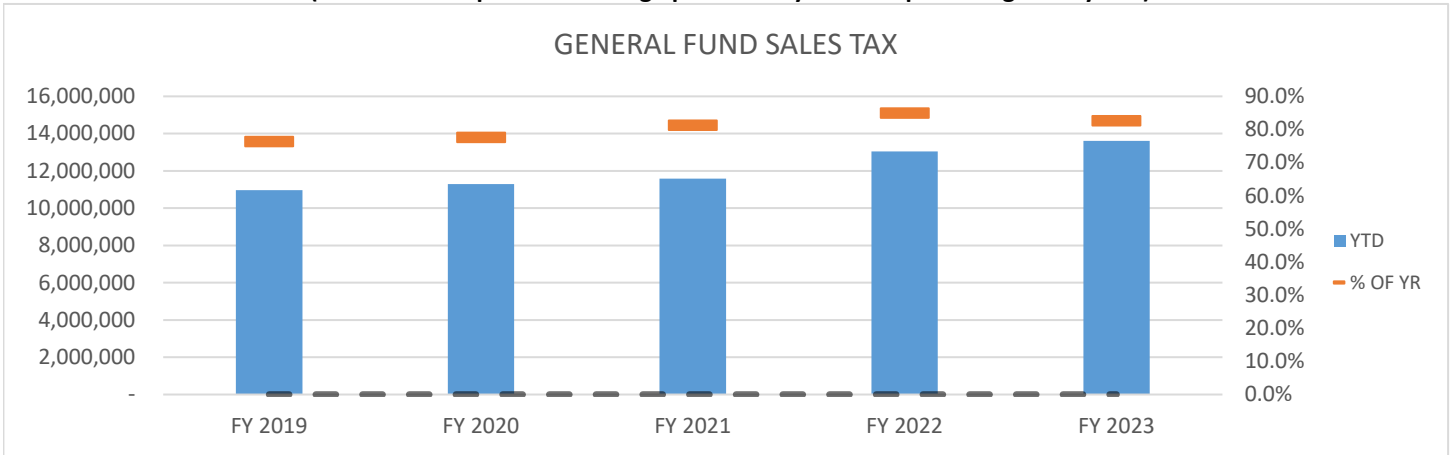
EXPENDITURE BUDGET STATUS

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

75% of Year Lapsed

|                                 | <u>2022-23 Fiscal Year</u>  |                             |                             |                          |                             | % of<br>Budget | <u>2021-22 Fiscal Year</u>  |                 |
|---------------------------------|-----------------------------|-----------------------------|-----------------------------|--------------------------|-----------------------------|----------------|-----------------------------|-----------------|
|                                 | Total Budget                | YTD Budget                  | YTD Actual                  | YTD Encum                | YTD Total                   |                | YTD Total                   | % Total<br>Year |
| <b>Revenue:</b>                 |                             |                             |                             |                          |                             |                |                             |                 |
| Sales Tax                       | \$ 16,457,122               | \$ 12,342,842               | \$ 13,602,985               | \$ -                     | \$ 13,602,985               | 82.7%          | \$ 13,048,571               | 82.5%           |
| Use Tax                         | 400,000                     | 300,000                     | 425,813                     | -                        | 425,813                     | 106.5%         | -                           | N.A.            |
| Gross Receipt Tax               | 1,451,300                   | 1,088,475                   | 1,250,693                   | -                        | 1,250,693                   | 86.2%          | 1,104,632                   | 89.0%           |
| Licenses and Permits            | 266,700                     | 200,025                     | 226,147                     | -                        | 226,147                     | 84.8%          | 244,862                     | 107.6%          |
| Intergovernmental               | 739,100                     | 554,325                     | 553,818                     | -                        | 553,818                     | 74.9%          | 3,683,412                   | 105.8%          |
| Charges for Services            | 521,300                     | 390,975                     | 406,255                     | -                        | 406,255                     | 77.9%          | 412,057                     | 81.2%           |
| Court Costs                     | 139,800                     | 104,850                     | 145,077                     | -                        | 145,077                     | 103.8%         | 105,376                     | 83.3%           |
| Police/Traffic Fines            | 525,000                     | 393,750                     | 309,731                     | -                        | 309,731                     | 59.0%          | 298,249                     | 58.2%           |
| Parking Fines                   | 54,800                      | 41,100                      | 37,360                      | -                        | 37,360                      | 68.2%          | 35,385                      | 56.4%           |
| Other Fines                     | 67,000                      | 50,250                      | 52,443                      | -                        | 52,443                      | 78.3%          | 48,672                      | 73.7%           |
| Investment Income               | 100,000                     | 75,000                      | 906,045                     | -                        | 906,045                     | 906.0%         | (76,866)                    | -46.2%          |
| Miscellaneous Income            | 396,400                     | 297,300                     | 435,194                     | -                        | 435,194                     | 109.8%         | 536,969                     | 86.5%           |
| Transfers In                    | 9,170,941                   | 6,878,206                   | 6,878,209                   | -                        | 6,878,209                   | 75.0%          | 3,882,444                   | 79.7%           |
| <b>Total</b>                    | <b><u>\$ 30,289,463</u></b> | <b><u>\$ 22,717,098</u></b> | <b><u>\$ 25,229,772</u></b> | <b><u>\$ -</u></b>       | <b><u>\$ 25,229,772</u></b> | <b>83.3%</b>   | <b><u>\$ 23,323,763</u></b> | <b>84.2%</b>    |
| <b>Expenditures:</b>            |                             |                             |                             |                          |                             |                |                             |                 |
| General Government              | \$ 8,138,777                | \$ 6,104,083                | \$ 5,713,320                | \$ 407,475               | \$ 6,120,795                | 75.2%          | \$ 5,749,511                | 80.9%           |
| Public Safety                   | 15,764,748                  | 11,823,561                  | 11,408,091                  | 205,719                  | 11,613,810                  | 73.7%          | 10,547,390                  | 87.5%           |
| Street                          | 1,843,488                   | 1,382,616                   | 1,348,349                   | 17,091                   | 1,365,440                   | 74.1%          | 1,246,443                   | 83.2%           |
| Culture and Recreation          | 3,494,816                   | 2,621,112                   | 2,350,832                   | 47,103                   | 2,397,935                   | 68.6%          | 2,268,748                   | 82.1%           |
| Transfers Out                   | 4,011,107                   | 3,008,330                   | 3,008,342                   | -                        | 3,008,342                   | 75.0%          | 2,503,907                   | 84.9%           |
| Reserves                        | 910,925                     | 683,194                     | -                           | -                        | -                           | 0.0%           | -                           | N.A.            |
| <b>Total</b>                    | <b><u>\$ 34,163,861</u></b> | <b><u>\$ 25,622,896</u></b> | <b><u>\$ 23,828,934</u></b> | <b><u>\$ 677,388</u></b> | <b><u>\$ 24,506,322</u></b> | <b>71.7%</b>   | <b><u>\$ 22,315,999</u></b> | <b>84.6%</b>    |
| <b>Changes in Fund Balance:</b> |                             |                             |                             |                          |                             |                |                             |                 |
| Fund Balance 7/1                |                             |                             | \$ 4,261,660                |                          |                             |                |                             |                 |
| Net Revenue (Expense)           |                             |                             | <u>1,400,837</u>            |                          |                             |                |                             |                 |
| <b>Ending Fund Balance</b>      |                             |                             | <b><u>\$ 5,662,497</u></b>  |                          |                             |                |                             |                 |

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

75% 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 |
| <b>Revenue:</b>                 |                            |                      |                     |                   |                     |              |                            |              |
| Wastewater Fees                 | \$ 5,499,094               | \$ 4,124,321         | \$ 4,454,332        | \$ -              | \$ 4,454,332        | 81.0%        | \$ 4,163,868               | 83.5%        |
| Investment Income               | -                          | -                    | 27,077              | -                 | 27,077              | N.A.         | -                          | 0.0%         |
| Debt Proceeds                   | 45,000,000                 | 33,750,000           | -                   | -                 | -                   | 0.0%         | -                          | N.A.         |
| Miscellaneous                   | 30,800                     | 23,100               | 176,108             | -                 | 176,108             | 571.8%       | 100,204                    | 492.2%       |
| <b>Total</b>                    | <b>\$ 50,529,894</b>       | <b>\$ 37,897,421</b> | <b>\$ 4,657,517</b> | <b>\$ -</b>       | <b>\$ 4,657,517</b> | <b>9.2%</b>  | <b>\$ 4,264,072</b>        | <b>85.2%</b> |
| <b>Expenditures:</b>            |                            |                      |                     |                   |                     |              |                            |              |
| Wastewater Plant                | \$ 2,704,296               | \$ 2,028,222         | \$ 2,014,235        | \$ 662,044        | \$ 2,676,278        | 99.0%        | \$ 2,394,928               | 97.3%        |
| Wastewater Maint                | 902,048                    | 676,536              | 499,576             | 19,332            | 518,908             | 57.5%        | 575,559                    | 88.1%        |
| BMA Expenses                    | 28,400                     | 21,300               | 27,870              | -                 | 27,870              | 98.1%        | 13,986                     | N.A.         |
| Transfers Out                   | 1,647,574                  | 1,235,681            | 1,231,934           | -                 | 1,231,934           | 74.8%        | 1,144,511                  | 79.5%        |
| Reserves                        | 83,049                     | 62,287               | -                   | -                 | -                   | 0.0%         | -                          | N.A.         |
| <b>Total</b>                    | <b>\$ 5,365,367</b>        | <b>\$ 4,024,026</b>  | <b>\$ 3,773,615</b> | <b>\$ 681,376</b> | <b>\$ 4,454,991</b> | <b>83.0%</b> | <b>\$ 4,128,984</b>        | <b>90.6%</b> |
| <b>Changes in Fund Balance:</b> |                            |                      |                     |                   |                     |              |                            |              |
| Fund Balance 7/1                |                            |                      | \$ 1,859,443        |                   |                     |              |                            |              |
| Net Revenue (Expense)           |                            |                      | 883,902             |                   |                     |              |                            |              |
| <b>Ending Fund Balance</b>      |                            |                      | <b>\$ 2,743,345</b> |                   |                     |              |                            |              |

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

75% of Year Lapsed

|                                 | <u>2022-23 Fiscal Year</u>  |                             |                             |                            |                             | % of<br>Budget | <u>2021-22 Fiscal Year</u> |                 |
|---------------------------------|-----------------------------|-----------------------------|-----------------------------|----------------------------|-----------------------------|----------------|----------------------------|-----------------|
|                                 | Total Budget                | YTD Budget                  | YTD Actual                  | YTD Encum                  | YTD Total                   |                | YTD Total                  | % Total<br>Year |
| <b>Revenue:</b>                 |                             |                             |                             |                            |                             |                |                            |                 |
| Water Fees                      | \$ 11,339,739               | \$ 8,504,804                | \$ 9,006,243                | \$ -                       | \$ 9,006,243                | 79.4%          | \$ 8,773,624               | 83.5%           |
| Investment Income               | -                           | -                           | 44,235                      | -                          | 44,235                      | N.A.           | -                          | 0.0%            |
| Debt Proceeds                   | 7,500,000                   | 5,625,000                   | -                           | -                          | -                           | 0.0%           | -                          | N.A.            |
| Miscellaneous                   | -                           | -                           | 2,683                       | -                          | 2,683                       | N.A.           | 7,168                      | 709.7%          |
| <b>Total</b>                    | <b><u>\$ 18,839,739</u></b> | <b><u>\$ 14,129,804</u></b> | <b><u>\$ 9,053,161</u></b>  | <b><u>\$ -</u></b>         | <b><u>\$ 9,053,161</u></b>  | <b>48.1%</b>   | <b><u>\$ 8,780,792</u></b> | <b>83.5%</b>    |
| <b>Expenditures:</b>            |                             |                             |                             |                            |                             |                |                            |                 |
| Water Plant                     | \$ 3,379,179                | \$ 2,534,384                | \$ 2,686,489                | \$ 82,746                  | \$ 2,769,235                | 81.9%          | \$ 2,498,518               | 89.9%           |
| Water Administration            | 385,958                     | 289,469                     | 271,931                     | 11,937                     | 283,868                     | 73.5%          | 283,703                    | 84.0%           |
| Water Distribution              | 2,088,999                   | 1,566,749                   | 1,275,119                   | 55,586                     | 1,330,705                   | 63.7%          | 1,190,583                  | 88.2%           |
| BMA Expenses                    | 10,447,970                  | 7,835,978                   | 4,379,309                   | 905,138                    | 5,284,447                   | 50.6%          | 1,471,015                  | 49.3%           |
| Transfers Out                   | 2,569,382                   | 1,927,037                   | 1,927,040                   | -                          | 1,927,040                   | 75.0%          | 1,785,402                  | 79.7%           |
| Reserves                        | 174,039                     | 130,529                     | -                           | -                          | -                           | 0.0%           | -                          | N.A.            |
| <b>Total</b>                    | <b><u>\$ 19,045,527</u></b> | <b><u>\$ 14,284,146</u></b> | <b><u>\$ 10,539,888</u></b> | <b><u>\$ 1,055,407</u></b> | <b><u>\$ 11,595,296</u></b> | <b>60.9%</b>   | <b><u>\$ 7,229,221</u></b> | <b>74.6%</b>    |
| <b>Changes in Fund Balance:</b> |                             |                             |                             |                            |                             |                |                            |                 |
| Fund Balance 7/1                |                             |                             | \$ 9,871,860                |                            |                             |                |                            |                 |
| Net Revenue (Expense)           |                             |                             | <u>(1,486,727)</u>          |                            |                             |                |                            |                 |
| <b>Ending Fund Balance</b>      |                             |                             | <b><u>\$ 8,385,133</u></b>  |                            |                             |                |                            |                 |

**SANITATION FUND**  
Statement of Revenue, Expenditures, and Changes in Fund Balances

75% of Year Lapsed

|                                 | <b>2022-23 Fiscal Year</b> |                            |                            |                          |                            | % of<br>Budget | <b>2021-22 Fiscal Year</b> |                 |
|---------------------------------|----------------------------|----------------------------|----------------------------|--------------------------|----------------------------|----------------|----------------------------|-----------------|
|                                 | Total Budget               | YTD Budget                 | YTD Actual                 | YTD Encum                | YTD Total                  |                | YTD Total                  | % Total<br>Year |
| <b>Revenue:</b>                 |                            |                            |                            |                          |                            |                |                            |                 |
| Collection Fees                 | \$ 5,614,957               | \$ 4,211,218               | \$ 4,322,576               | \$ -                     | \$ 4,322,576               | 77.0%          | \$ 3,920,741               | 89.2%           |
| Investment Income               | -                          | -                          | -                          | -                        | -                          | N.A.           | -                          | N.A.            |
| Miscellaneous                   | 181,103                    | 45,669                     | 121,788                    | -                        | 121,788                    | 67.2%          | 117,440                    | 84.2%           |
| Transfers In                    | -                          | -                          | -                          | -                        | -                          | N.A.           | -                          | 0.0%            |
| <b>Total</b>                    | <b><u>\$ 5,796,060</u></b> | <b><u>\$ 4,256,887</u></b> | <b><u>\$ 4,444,364</u></b> | <b><u>\$ -</u></b>       | <b><u>\$ 4,444,364</u></b> | <b>76.7%</b>   | <b><u>\$ 4,038,181</u></b> | <b>88.6%</b>    |
| <b>Expenditures:</b>            |                            |                            |                            |                          |                            |                |                            |                 |
| Sanitation                      | \$ 3,449,968               | \$ 2,587,476               | \$ 2,149,962               | \$ 234,478               | \$ 2,384,440               | 69.1%          | \$ 2,480,393               | 84.4%           |
| Transfers Out                   | 2,647,446                  | 1,985,585                  | 1,985,586                  | -                        | 1,985,586                  | 75.0%          | 1,694,388                  | 96.2%           |
| Reserves                        | 118,724                    | 89,043                     | -                          | -                        | -                          | 0.0%           | -                          | N.A.            |
| <b>Total</b>                    | <b><u>\$ 6,216,138</u></b> | <b><u>\$ 4,662,104</u></b> | <b><u>\$ 4,135,548</u></b> | <b><u>\$ 234,478</u></b> | <b><u>\$ 4,370,026</u></b> | <b>70.3%</b>   | <b><u>\$ 4,174,781</u></b> | <b>88.8%</b>    |
| <b>Changes in Fund Balance:</b> |                            |                            |                            |                          |                            |                |                            |                 |
| Fund Balance 7/1                |                            |                            | \$ 271,101                 |                          |                            |                |                            |                 |
| Net Revenue (Expense)           |                            |                            | <u>308,816</u>             |                          |                            |                |                            |                 |
| <b>Ending Fund Balance</b>      |                            |                            | <b><u>\$ 579,917</u></b>   |                          |                            |                |                            |                 |

**ALL OTHER FUNDS**  
Revenue Budget Report - Budget Basis

75% of Year Lapsed

|   | <u>Budget</u> | <u>Actuals</u> | <u>Percent of Budget</u> |
|---|---------------|----------------|--------------------------|
| <b>Special Revenue Funds:</b>           |               |                |                          |
| Economic Development Fund               | 1,830,242     | 1,542,600      | 84%                      |
| E-911 Fund                              | 1,207,233     | 953,711        | 79%                      |
| Special Library Fund                    | 88,000        | 142,416        | 162%                     |
| Special Museum Fund                     | -             | 36,152         | N/A                      |
| Municipal Airport Fund                  | 504,038       | 458,420        | 91%                      |
| Harshfield Library Donation Fund        | -             | 10,987         | N/A                      |
| Restricted Revenue Fund                 | 106,006       | 48,040         | 45%                      |
| Golf Course Memorial Fund               | -             | 2,696          | N/A                      |
| CDBG-COVID                              | -             | 79,331         | N/A                      |
| ARPA                                    | 3,186,219     | 3,186,294      | 100%                     |
| Justice Assistance Grant Fund           | -             | -              | N/A                      |
| Neighborhood Park Fund                  | -             | 742            | N/A                      |
| Cemetery Care Fund                      | 3,000         | 2,396          | 80%                      |
| Debt Service Fund                       | 4,156,550     | 3,870,309      | 93%                      |
| <b>Capital Project Funds:</b>           |               |                |                          |
| Sales Tax Capital Improvement Fund      | 3,095,683     | 2,681,635      | 87%                      |
| Park Capital Improvement Fund           | -             | -              | N/A                      |
| Wastewater Capital Improvement Fund     | -             | 39,175         | N/A                      |
| Wastewater Regulatory Capital Fund      | -             | 18,123         | N/A                      |
| City Hall Capital Improvement Fund      | 11,400        | 50,733         | 445%                     |
| Storm Drainage Capital Improvement Fund | -             | 2,861          | N/A                      |
| Community Development Block Grant Fund  | 196,000       | -              | 0%                       |
| 2008B G.O. Bond Fund                    | -             | -              | N/A                      |
| 2009 G.O. Bond Fund                     | -             | -              | N/A                      |
| 2010 G.O. Bond Fund                     | -             | -              | N/A                      |
| 2012 G.O. Bond Fund                     | -             | -              | N/A                      |
| 2014 G.O. Bond Fund                     | -             | -              | N/A                      |
| 2014B G.O. Bond Fund                    | -             | -              | N/A                      |
| 2015 G.O. Bond Fund                     | -             | -              | N/A                      |
| 2017 G.O. Bond Fund                     | -             | -              | N/A                      |
| 2018A G.O. Bond Fund                    | -             | -              | N/A                      |
| 2018B G.O. Bond Fund                    | -             | -              | N/A                      |
| 2018C G.O. Bond Fund                    | -             | -              | N/A                      |
| 2019A G.O. Bond Fund                    | -             | -              | N/A                      |
| 2019B G.O. Bond Fund                    | -             | -              | N/A                      |
| 2021A G.O. Bond Fund                    | -             | -              | N/A                      |
| 2022 G.O. Bond Fund                     | -             | -              | N/A                      |
| <b>Proprietary Funds:</b>               |               |                |                          |
| Adams Golf Course Operating Fund        | 543,441       | 384,444        | 71%                      |
| Sooner Pool Operating Fund              | 49,871        | 37,406         | 75%                      |
| Frontier Pool Operating Fund            | 60,921        | 45,693         | 75%                      |
| Municipal Airport Operating             | 391,174       | 492,315        | 126%                     |
| <b>Internal Service Funds:</b>          |               |                |                          |
| Worker's Compensation Fund              | 100,287       | 88,731         | 88%                      |
| Health Insurance Fund                   | 3,781,152     | 3,098,254      | 82%                      |
| Auto Collision Insurance Fund           | 75,000        | 57,424         | 77%                      |
| Stabilization Reserve Fund              | 1,722,643     | 1,291,987      | 75%                      |
| Capital Improvement Reserve Fund        | 7,296,227     | 5,704,309      | 78%                      |
| Mausoleum Trust Fund                    | -             | 181            | N/A                      |

**ALL OTHER FUNDS**  
Expenditure Budget Report - Budget Basis

75% of Year Lapsed

|   | <u>Budget</u> | <u>Actuals</u> | <u>Percent of Budget</u> |
|---|---------------|----------------|--------------------------|
| Special Revenue Funds:                  |               |                |                          |
| Economic Development Fund               | 4,536,236     | 1,228,267      | 27%                      |
| E-911 Fund                              | 1,228,358     | 841,737        | 69%                      |
| Special Library Fund                    | 226,500       | 127,449        | 56%                      |
| Special Museum Fund                     | 41,500        | 21,619         | 52%                      |
| Municipal Airport Fund                  | 745,481       | 691,507        | 93%                      |
| Harshfield Library Donation Fund        | 451,492       | 169,138        | 37%                      |
| Restricted Revenue Fund                 | 346,646       | 34,728         | 10%                      |
| Golf Course Memorial Fund               | 34,307        | 32,869         | 96%                      |
| CDBG-COVID                              | 501,706       | 501,706        | 100%                     |
| ARPA                                    | 3,609,713     | 2,707,286      | 75%                      |
| Justice Assistance Grant Fund           | 7,619         | -              | 0%                       |
| Neighborhood Park Fund                  | 27,653        | -              | 0%                       |
| Cemetery Care Fund                      | 12,147        | 1,334          | 11%                      |
| Debt Service Fund                       | 4,156,550     | 1,944,501      | 47%                      |
| Capital Project Funds:                  |               |                |                          |
| Sales Tax Capital Improvement Fund      | 4,529,560     | 3,534,491      | 78%                      |
| Park Capital Improvement Fund           | -             | -              | N/A                      |
| Wastewater Capital Improvement Fund     | 97,435        | 83,155         | 85%                      |
| Wastewater Regulatory Capital Fund      | 784,684       | 241,586        | 31%                      |
| City Hall Capital Improvement Fund      | 75,594        | 1,780          | 2%                       |
| Storm Drainage Capital Improvement Fund | 51,963        | -              | 0%                       |
| Community Development Block Grant Fund  | 501,706       | 238,133        | 47%                      |
| 2008B G.O. Bond Fund                    | -             | -              | N/A                      |
| 2009 G.O. Bond Fund                     | 2,636         | -              | 0%                       |
| 2010 G.O. Bond Fund                     | -             | -              | N/A                      |
| 2012 G.O. Bond Fund                     | 22,372        | 22,372         | 100%                     |
| 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                     | 18,390        | 15,853         | 86%                      |
| 2018A G.O. Bond Fund                    | -             | -              | N/A                      |
| 2018B G.O. Bond Fund                    | 34,758        | 2,727          | 8%                       |
| 2018C G.O. Bond Fund                    | 410,612       | 160,692        | 39%                      |
| 2019A G.O. Bond Fund                    | 678,315       | 328,479        | 48%                      |
| 2019B G.O. Bond Fund                    | 385,860       | -              | 0%                       |
| 2021A G.O. Bond Fund                    | 2,109,080     | 461,721        | 22%                      |
| 2022 G.O. Bond Fund                     | 9,345,050     | 4,081,402      | 44%                      |
| Proprietary Funds:                      |               |                |                          |
| Adams Golf Course Operating Fund        | 628,362       | 505,969        | 81%                      |
| Sooner Pool Operating Fund              | 51,041        | 51,055         | 100%                     |
| Frontier Pool Operating Fund            | 64,020        | 61,764         | 96%                      |
| Municipal Airport Operating             | 622,990       | 469,331        | 75%                      |
| Internal Service Funds:                 |               |                |                          |
| Worker's Compensation Fund              | 430,000       | 128,084        | 30%                      |
| Health Insurance Fund                   | 4,155,209     | 3,390,603      | 82%                      |
| Auto Collision Insurance Fund           | 443,559       | 69,168         | 16%                      |
| Stabilization Reserve Fund              | 10,211,008    | -              | 0%                       |
| Capital Improvement Reserve Fund        | 7,736,297     | 3,805,259      | 49%                      |
| Mausoleum Trust Fund                    | 8,185         | -              | 0%                       |

**ALL OTHER FUNDS**

## Fund Balance Report - Modified Cash Basis

75% of Year Lapsed

|   | <u>Beginning of Year</u> | <u>Change</u> | <u>Current</u> |
|---|--------------------------|---------------|----------------|
| <b>Special Revenue Funds:</b>           |                          |               |                |
| Economic Development Fund               | 2,976,150                | 489,333       | 3,465,483      |
| E-911 Fund                              | 42,136                   | 112,868       | 155,004        |
| Special Library Fund                    | 300,317                  | 34,472        | 334,789        |
| Special Museum Fund                     | 129,805                  | 14,533        | 144,338        |
| Municipal Airport Fund                  | 258,862                  | (180,699)     | 78,163         |
| Harshfield Library Donation Fund        | 611,905                  | (158,151)     | 453,754        |
| Restricted Revenue Fund                 | 371,829                  | 15,770        | 387,599        |
| Golf Course Memorial Fund               | 31,449                   | (27,159)      | 4,290          |
| CDBG-COVID                              | (71,679)                 | 63,003        | (8,676)        |
| ARPA                                    | 2,186,371                | 479,008       | 2,665,379      |
| Justice Assistance Grant Fund           | 7,619                    | -             | 7,619          |
| Neighborhood Park Fund                  | 27,722                   | 742           | 28,464         |
| Cemetery Care Fund                      | 8,234                    | 1,062         | 9,296          |
| Debt Service Fund                       | 3,383,622                | 1,925,808     | 5,309,430      |
| <b>Capital Project Funds:</b>           |                          |               |                |
| Sales Tax Capital Improvement Fund      | 3,179,987                | 286,970       | 3,466,957      |
| Park Capital Improvement Fund           | -                        | -             | -              |
| Wastewater Capital Improvement Fund     | 125,314                  | 18,899        | 144,213        |
| Wastewater Regulatory Capital Fund      | 805,587                  | 18,123        | 823,710        |
| City Hall Capital Improvement Fund      | 74,009                   | 48,953        | 122,962        |
| Storm Drainage Capital Improvement Fund | 52,981                   | 2,861         | 55,842         |
| Community Development Block Grant Fund  | -                        | (130,222)     | (130,222)      |
| 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                   | (15,853)      | 56,485         |
| 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                  | (145,990)     | 6,721          |
| 2019A G.O. Bond Fund                    | 657,231                  | (288,195)     | 369,036        |
| 2019B G.O. Bond Fund                    | 397,717                  | -             | 397,717        |
| 2021A G.O. Bond Fund                    | 1,079,080                | (37,961)      | 1,041,119      |
| 2022A G.O. Bond Fund                    | 9,370,025                | (1,942,276)   | 7,427,749      |
| <b>Proprietary Funds:</b>               |                          |               |                |
| Adams Golf Course Operating Fund        | 56,999                   | (55,058)      | 1,941          |
| Sooner Pool Operating Fund              | 23,650                   | (12,886)      | 10,764         |
| Frontier Pool Operating Fund            | 14,708                   | (4,406)       | 10,302         |
| Municipal Airport Operating             | 246,207                  | 38,215        | 284,422        |
| <b>Internal Service Funds:</b>          |                          |               |                |
| Worker's Compensation Fund              | 248,341                  | (31,933)      | 216,408        |
| Health Insurance Fund                   | 291,251                  | (291,134)     | 117            |
| Auto Collision Insurance Fund           | 477,623                  | 9,485         | 487,108        |
| Stabilization Reserve Fund              | 10,211,008               | 1,291,987     | 11,502,995     |
| Capital Improvement Reserve Fund        | 12,762,925               | 2,976,636     | 15,739,561     |
| Mausoleum Trust Fund                    | 7,813                    | 181           | 7,994          |



**FROM:** Jason Muninger, CFO/City Clerk

**SUBJECT:** Financial Statement Explanatory Information

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## **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 4/1/2023, 4/5/2023, & 4/8/2023)

**INVITATION FOR BIDS**

**City of Bartlesville  
Bartlesville Community Center Speaker Replacement  
Bid No. 2022-2023-017**

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 24th day of April, 2023 at such time bids will be opened and publicly read. There will be a **mandatory pre-bid meeting** at 9:00 AM on April 17th, 2023 at the Bartlesville Community Center, 300 SE Adams Boulevard, Bartlesville, Oklahoma 74003. A sight walk through will be held at the mandatory pre-bid meeting. All bidding companies must attend the pre-bid meeting and do the sight walk before bidding. All bidders must be recorded as a plan holder with the City by emailing Kim Toulouse at [kdtoulou@cityofbartlesville.org](mailto:kdtoulou@cityofbartlesville.org) or by attending the mandatory pre-bid meeting and sight walk.

The last day for questions will be April 19th, 2023 and the last day for addendums will be April 20th, 2023. Any questions should be submitted in writing to [wmsiemers@cityofbartlesville.org](mailto:wmsiemers@cityofbartlesville.org).

The project consists of furnishing all materials, equipment, labor, and expenses necessary to complete 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](mailto:kdtoulou@cityofbartlesville.org).

The major components to be bid on the project shall consist of the following:

- 8 EAW ANNA Speakers**
- 2 EAW ANNA Speaker Flying Frames**
- 5 EAW JF60z Front Fill Speakers**
- 6 EAW RSX218 Sub Speakers**
- 1 LEA Connect CS704D 4 Channel Dante Amplifier**
- 1 Cisco SG350-28 Network Switch**
- 1 Yamaha NY64D Dante Card**
- Misc. Hardware**

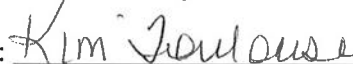
Proposals shall be submitted in sealed envelopes and marked, "City Clerk, City Hall, 401 S. Johnstone, Bartlesville, Oklahoma 74003, **Bartlesville Community Center Speaker Replacement, Bid No. 2022-2023-017**".

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 29<sup>th</sup> day of March, 2023.**

  
City Clerk

By:   
Deputy Clerk

INV-1

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## BID REVIEW RECOMMENDATION

### I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A. SUBJECT:

Discuss and take action to award Bid No. 2022-2023-017 for the Bartlesville Community Center Speaker Replacement Project.

B. ATTACHMENTS:

TMG Systems Bid Packet

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

A. PROJECT DESCRIPTION:

One of the discretionary projects included in the 2020 ½ Cent Sales Tax extension is the Bartlesville Community Center Speaker Replacement project. The project consists of replacing the existing, large J-configuration speaker clusters with newer technology. The scope of work includes all equipment, materials, and labor to provide a turnkey system, including installation of new ANNA speakers and flying frames, appropriate cabling, subs, front fill speakers, amplifier and all connection wiring and hardware. The bid was structured with a Base Bid and Bid Alternate. The Base Bid included the speaker system to replace the existing J-configuration speakers, subs, front fills, and amplifier. The Bid Alternate included a center speaker cluster.

B. COMMENTS:

In addition to advertising in the local newspaper, Dodge Reports, E-Plan Bidding, and Southwest Construction News, two (2) contractors obtained copies of the bid documents and one (1) contractor attended the mandatory pre-bid meeting and submitted a bid. The base bid and alternate are as follows:

|                         | Base Bid     | Alternate No. 1 |
|-------------------------|--------------|-----------------|
| TMG Systems (Tulsa, OK) | \$139,718.74 | \$71,022.48     |

The bid was reviewed and has all of the necessary components to be considered acceptable.

**C. BUDGET AMOUNT:**

The total budget for this project is \$150,000 consisting of \$75,000 in Lyon Foundation grant money and \$75,000 in CIP money. The CIP funds were budgeted as part of the FY 21-22 capital budget. BCC staff has spent \$12,000 for In-air Monitors and CAT6 cabling that is needed to facilitate this project and will be installed by BCC staff. Therefore, the remaining available budget is \$138,000. The sole bid by TMG Systems is \$1,718.74 over the available budget. With the addition of the center speaker cluster bid alternate, the total bid would be \$72,741.22 over budget. BCC staff have identified \$20,000 of grant funding that they could potentially add to the budget if additional capital funds could be allocated from CIP or other funding sources. If Bid Alternate No. 1 was to be awarded, the City of Bartlesville would need to provide an additional \$52,741.22. The most likely source of this funding would come from unallocated sales tax money. To award the base bid, an additional \$1,718.74 of unallocated sales tax funds could be used to cover the budget deficit.

**III. RECOMMENDED ACTION**

TMG Systems is based out of Tulsa and specializes in performance quality sound systems. They and have shown that they have the technical expertise to complete this project.

Due to the magnitude of the budget shortfall if awarding the base bid and bid alternate compared to the size of the original budget, staff recommends awarding the only the base bid to TMG Systems in the amount of \$139,718.74 and using unallocated sales tax funds to cover the \$1,718.74 deficit in the remaining project budget.

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Council Member

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Date

**BID PROPOSAL FORM**  
Bartlesville Community Center Speaker Replacement  
Bid No. 2022-2023-017

THE UNDERSIGNED BIDDER, having examined the plans, specifications, the locations, arrangements and conditions of utilities, buildings, accesses, and other facilities or appurtenances which affect or may be affected by the proposed work, the actual sites of the proposed improvements and being acquainted with and fully understanding: (1) the extent and character of the work covered by this proposal; (2) the locations and specified requirements of and for the proposed improvements and other items of work appurtenant thereto; (3) the normal existing, and probable construction difficulties, hazards or all other factors or conditions which may or may not be apparent, which may affect or be affected by the specified work.

HEREBY PROPOSES to furnish all required supplies, equipment, tools, and plant; to perform all necessary labor; and to install, construct, and complete all work stipulated in, required by, and in accordance with the contract documents hereto attached, for and in connection with the contract for which this proposal is herein submitted for and in consideration of the prices set out herein.

The undersigned bidder hereby agrees to furnish the required proof of insurance and to enter into a contract within fourteen (14) days after the acceptance of this proposal, and further agrees to complete the work within a period of time not to exceed Twenty (20) working days following receipt of the Owner's Work Order authorizing the Contractor to commence work.

DATED this 24th day of April, 2023.

If an Individual:

d. b. a.: \_\_\_\_\_

Signature: \_\_\_\_\_

If a Partnership:

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

If a Corporation:

TMG Systems, inc.

Signature: \_\_\_\_\_

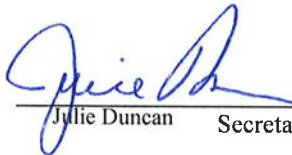
Typed Name: \_\_\_\_\_

Brian Scott

Title

CFO

ATTEST:

  
\_\_\_\_\_  
Julie Duncan Secretary

(CORPORATE SEAL)

**BID PROPOSAL FORM**  
Bartlesville Community Center Speaker Replacement  
Bid No. 2022-2023-017

**SCOPE OF WORK**

The proposed work consists of providing and installing a new speaker system at the Bartlesville Community Center (BCC) in Bartlesville, Oklahoma. Qualified contractor to provide all labor, equipment, and materials necessary for a complete project.

The “work” as specified in this agreement is defined as a “turnkey” installation. The term “provide” under these terms and conditions shall mean to furnish and install the work. The work as specified in this agreement specifically includes but is not limited to the following:

- 1) Provide all shipping to the Bartlesville Community Center
- 2) Installation of ANNA speakers and flying frames, with appropriate length cables
- 3) Installation of subs and front fills, with appropriate length cables
- 4) Installation and connection/wiring of amplifier and network switch
- 5) Training of owner personnel

**BASE BID**

Equipment to be bid as follows. No substitutions will be allowed.

- 8 EAW ANNA Speakers
- 2 EAW ANNA Speaker Flying Frames
- 5 EAW JF60z Front Fill Speakers
- 6 EAW RSX218 Sub Speakers
- 1 LEA Connect CS704D 4-Channel Dante Amplifier
- 1 NETGEAR M4250-26G4F-PoE+ AV Line Managed Switch
- 1 Yamaha NY64D Dante Card
- Miscellaneous hardware, see notes below

**BID ALTERNATE NO. 1**

Equipment to be bid as follows. No substitutions will be allowed

- 4 EAW ANNA Speakers
- 1 EAW ANNA Speaker Flying Frame
- 2 EAW QX 366 Side Fill Speakers
- 1 LEA Connect CS704D 4-Channel Dante Amplifier
- Miscellaneous hardware, see notes below

**BASE BID AND BID ALTERNATE NO. 1 GENERAL REQUIREMENTS**

All speakers are to be black in color.

All equipment to be new. No used or remanufactured equipment will be accepted.

All bidding companies must be present for a sight walk through before bidding. This will be handled via the mandatory pre-bid meeting.

**BID PROPOSAL FORM**  
Bartlesville Community Center Speaker Replacement  
Bid No. 2022-2023-017

All Manufacturer's Warranty Documents are to be provided to the Owner

ANNA speakers and flying frames will attach to existing Stage Maker 1-ton chain motors.

This is not a permanent installation. All speakers will be taken down and stored on a regular basis. Owner will supply dollies. No dollies or speaker covers are included in the bid.

All cat6 home runs to be provided by others. Bidder to provide "tour grade" cat6 cables from speakers to wall boxes.

All cat6 cables for the ANNA speakers and the RSX218 subwoofers are to be "tour grade" cables with Neutrik Ethercon style connectors. Non "tour grade" cables and standard RJ45 plugs WILL NOT be accepted.

Amplifier and Network Switch to be mounted in existing equipment racks.

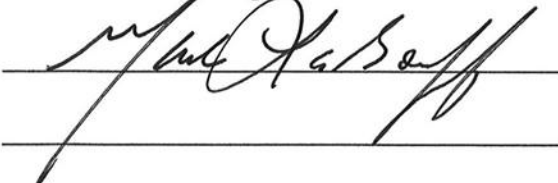
All rack mounting hardware, power cables, cat6 network jumpers, etc. to be included in the bid.

All flying hardware is to be marked by the manufacturer with the manufacturer's name and the "safe working load" limit for that hardware. All bolts used for flying are to be Grade 8.

Power for ANNA speaker arrays will be provided in the ceiling within 5 feet from where the motor chain penetrates the ceiling. Length of ANNA power cables to be determined by final trim height of speakers. Existing power is four (4) – 120V 20-amp circuits per side; each with a PowerCon connector.

Data ports for the ANNA speaker arrays will be provided in the ceiling within 5 feet from where the motor chain penetrates the ceiling. Length of ANNA data cables to be determined by final trim height of speakers.

Contractor to provide an "EAW Adaptive Level-Two Certified Technician" to configure/program the system. Proof of certification will be required.

| Addendum No. | Date Received  | Signature  |
|--------------|----------------|--|
| One          | April 21, 2023 |  |
| _____        | _____          | _____  |
| _____        | _____          | _____  |
| _____        | _____          | _____  |

**Bartlesville Community Center Speaker Replacement  
Bid No. 2022-2023-017**

**ADDENDUM NO. 1**

**21 APRIL 2023**

ADDENDUM ACKNOWLEDGEMENT

The undersigned acknowledges receipt of Addendum No. 1, and the bid submitted is in accordance as set forth herein.

TMG Systems, Inc.

\_\_\_\_\_  
Name of Bidder

By: \_\_\_\_\_

\_\_\_\_\_  
Date: April 24th, 2023



**BID PROPOSAL FORM**  
 Bartlesville Community Center Speaker Replacement  
 Bid No. 2022-2023-017

**BASE BID**

| PAY ITEM   | ESTIMATED QUANTITY | UNIT | DESCRIPTION OF PAY ITEM                                   | UNIT PRICE   | BID AMOUNT           |
|--|--------------------|------|---|--------------|----------------------|
| 1  | 1                  | LS   | Furnish and Install Speaker System, Complete and in Place | \$138,718.74 | \$138,718.74         |
| 2  | 1                  | EA   | ENGINEER'S ALLOWANCE                                      | \$1,000.00   | \$1,000.00           |
| <b>TOTAL BASE BID</b>  |                    |      |   |              | <b>\$ 139,718.74</b> |
| <b>TOTAL BASE BID (IN WORDS)</b>   |                    |      |   |              |                      |
| One Hundred Thirty Nine Thousand Seven Hundred Eighteen Dollars and Seventy Four Cents |                    |      |   |              |                      |

**BID ALTERNATE NO. 1**

| PAY ITEM  | ESTIMATED QUANTITY | UNIT | DESCRIPTION OF PAY ITEM   | UNIT PRICE  | BID AMOUNT          |
|---|--------------------|------|---|-------------|---------------------|
| 1   | 1                  | LS   | Furnish and Install Center Speaker Cluster, Complete and in Place | \$71,022.48 | \$71,022.48         |
| <b>TOTAL BID ALTERNATE NO. 1</b>                              |                    |      |   |             | <b>\$ 71,022.48</b> |
| <b>TOTAL BID ALTERNATE NO. 1 (IN WORDS)</b>                   |                    |      |   |             |                     |
| Seventy One Thousand Twenty Two Dollars and Forty Eight Cents |                    |      |   |             |                     |

**BID PROPOSAL FORM**  
Bartlesville Community Center Speaker Replacement  
Bid No. 2022-2023-017

|                            |   |
|----------------------------|---|
| Name and Address of Bidder | <u>TMG Systems, Inc.</u>                      |
|                            | <u>8336 S. Peoria, Suite E (Tulsa Office)</u> |
|                            | <u>Tulsa, OK 74132</u>                        |
| Telephone No.              | <u>918-899-6801</u>                           |
| Contact Person:            | <u>Mark LaBouff</u>                           |
| Title:                     | <u>National Sales Manager</u>                 |

**BID PROPOSAL FORM**  
Bartlesville Community Center Speaker Replacement  
Bid No. 2022-2023-017

**List the Name and Address of all Proposed Subcontractors**

**Scope and  
Percentage of Work**

|   |                       |
|---|-----------------------|
| TripleD, LLC.<br>PO Box 1299, Tontitown, AR 72770 | Initial Rigging<br>6% |
|   |                       |
|   |                       |
|   |                       |

**BID PROPOSAL FORM**  
Bartlesville Community Center Speaker Replacement  
Bid No. 2022-2023-017

**List the Name and Address of Proposed Major Material  
Suppliers**

|  | <b>Material</b> |
|--|-----------------|
| Eastern Accoustics Works<br>One Main Street, Whitinsville, MA. 01588 | Speakers        |
| LEA Professional<br>635 S. Lafayette Blvd, South Bend IN. 46601      | Amplifiers      |
| Blizzard<br>23750 Watertown Road, Waukesha, WI. 53188                | Cabling         |
| Netgear<br>350 E. Plumeria Drive, San Jose, CA. 95134                | Network Switch  |
|  |                 |

**BID PROPOSAL FORM**  
Bartlesville Community Center Speaker Replacement  
Bid No. 2022-2023-017

BID AFFIDAVIT

The following Non-Collusion Affidavits must accompany bid:

A. Non-Collusion Affidavit

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF STEPHENSON )

Brian Scott, CFO, of lawful age being first duly sworn on oath says that he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any municipal official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

TMG Systems, Inc.

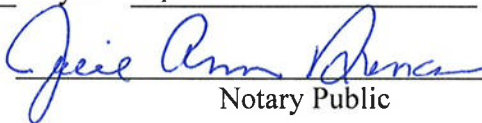
Name of Company



Signature of Authorized Agent

Subscribed and sworn to before me on this 24th day of April 2023

(Seal)

  
Notary Public

My Commission Expires: 11-5-25







THE MORSE GROUP

|              |            |            |     |
|--------------|------------|------------|-----|
| DATE:        | 2023/02/15 | QUOTED BY: | RCC |
| VALID UNTIL: | 2023/03/17 | REVISION:  | 0   |

# QUOTATION

### BILLING INFORMATION

### SHIPPING INFORMATION

|               |  |  |        |
|---------------|--|--|--------|
| CLIENT NAME:  | Bartlesville Community Center PAC  | Bartlesville Community Center PAC  |        |
| ADDRESS:      | 300 SE Adams Blvd  | 300 SE Adams Blvd  |        |
| ADDRESS CONT: | Bartlesville, OK 74003   | Bartlesville, OK 74003   |        |
| PHONE:        | 918-336-2787   | 918-336-2787   |        |
| FAX:          |  | 0  |        |
| EMAIL:        | <a href="mailto:bcheverton@bartlesvillecommunitycenter.com">bcheverton@bartlesvillecommunitycenter.com</a> | <a href="mailto:bcheverton@bartlesvillecommunitycenter.com">bcheverton@bartlesvillecommunitycenter.com</a> |        |
| ATTN:         | Bill Cheverton, Donnie Wood  | SHIPPING METHOD:   | GROUND |
| QUOTE #:      |  | TERMS:   | NET 30 |
| DESCRIPTION:  | All ANNA System with RSX Subs and no center cluster  |  |        |

| LINE | QTY | MANUFACTURER | PART/MODEL #   | DESCRIPTION                         | UNIT PRICE  | EXT. PRICE  |
|------|-----|--------------|----------------|-------------------------------------|-------------|-------------|
| 1    | 8   | BLIZZARD     | TRUE ONE       | POWER CABLING                       | \$102.00    | \$816.00    |
| 2    | 8   | EAW          | ANNA           | ADAPTIVE ARRAY MODULE               | \$12,363.70 | \$98,909.57 |
| 3    | 2   | EAW          | ANNA FRAME     | ANNA FLYING FRAME                   | \$1,434.10  | \$2,868.19  |
| 4    |     |              |                |                                     | \$0.00      | \$0.00      |
| 5    |     |              |                |                                     | \$0.00      | \$0.00      |
| 6    |     |              |                |                                     | \$0.00      | \$0.00      |
| 7    | 1   | LEA          | CONNECT CS704D | 4 CHANNEL DANTE AMPLIFIER           | \$2,508.00  | \$2,508.00  |
| 8    | 1   | CISCO        | SG350          | NETWORK SWITCH                      | \$694.80    | \$694.80    |
| 9    | 1   | TMG          | HILTI          | FLYING HARDWARE                     | \$3,000.00  | \$3,000.00  |
| 10   | 20  | TMG          | NETWORK JUMP   | NETWORK JUMPERS                     | \$9.60      | \$115.20    |
| 11   | 1   | TMG          | CONSUMABLES    | RACK PARTS, CONNECTORS, CABLE, ETC. | \$240.00    | \$240.00    |
| 12   | 5   | EAW          | JF60           | FRONT FILL                          | \$319.20    | \$1,596.00  |
| 13   | 6   | EAW          | RSX218         | STACKED SUBWOOFER                   | \$2,205.79  | \$13,234.75 |
| 14   | 1   | YAMAHA       | NY64D          | DANTE CARD                          | \$403.00    | \$403.00    |
| 15   |     |              |                |                                     | \$0.00      | \$0.00      |
| 16   |     |              |                |                                     | \$0.00      | \$0.00      |
| 17   |     |              |                |                                     | \$0.00      | \$0.00      |
| 18   |     |              |                |                                     | \$0.00      | \$0.00      |

| #  | NOTES | EQUIPMENT SUBTOTAL:    | \$124,385.51        |
|--|-------|------------------------|---------------------|
|  |       | SALES TAX RATE:        | 0.00%               |
|  |       | SALES TAX:             | \$ -                |
|  |       | SHIPPING:              | \$ -                |
|  |       | EQUIPMENT TOTAL:       | \$124,385.51        |
| <b>LABOR ESTIMATES</b>   |       |                        |                     |
| Upon Agreement - Sign Below Accompanied By Applicable Purchase Order<br><br>Print Name: _____<br><br>Signature: _____<br><br>Date: _____ | QTY   | LABOR TYPE:            | HOURS               |
|  | 12    | PROJECT MANAGEMENT     | \$ 1,565.23         |
|  | 0     | ENGINEERING/BIM/CAD    | \$ 3,600.00         |
|  | 0     | PROGRAMMING            | \$ -                |
|  | 0     | SHOP FABRICATION       | \$ -                |
|  | 1     | INSTALLATION           | \$ 8,400.00         |
|  | 8     | COMMISSIONING/TRAINING | \$ 768.00           |
| <b>GRAND TOTAL:</b>  |       |                        | <b>\$138,718.74</b> |



THE MORSE GROUP

|              |            |            |    |
|--------------|------------|------------|----|
| DATE:        | 2023/04/17 | QUOTED BY: | ML |
| VALID UNTIL: | 2023/05/17 | REVISION:  | 0  |

# QUOTATION

### BILLING INFORMATION

### SHIPPING INFORMATION

|               |  |  |
|---------------|--|--|
| CLIENT NAME:  | Bartlesville Community Center PAC  | Bartlesville Community Center PAC  |
| ADDRESS:      | 300 SE Adams Blvd  | 300 SE Adams Blvd  |
| ADDRESS CONT: | Bartlesville, OK 74003   | Bartlesville, OK 74003   |
| PHONE:        | 918-336-2787   | 918-336-2787   |
| FAX:          |  | 0  |
| EMAIL:        | <a href="mailto:bcheverton@bartlesvillecommunitycenter.com">bcheverton@bartlesvillecommunitycenter.com</a> | <a href="mailto:bcheverton@bartlesvillecommunitycenter.com">bcheverton@bartlesvillecommunitycenter.com</a> |
| ATTN:         | Bill Cheverton, Donnie Wood  | SHIPPING METHOD: GROUND  |
| QUOTE #:      |  | TERMS: NET 30  |
| DESCRIPTION:  | Center Cluster Add Alternant   |  |

| LINE | QTY | MANUFACTURER | PART/MODEL #   | DESCRIPTION                         | UNIT PRICE  | EXT. PRICE  |
|------|-----|--------------|----------------|-------------------------------------|-------------|-------------|
| 1    | 4   | BLIZZARD     | TRUE ONE       | POWER CABLING                       | \$102.00    | \$408.00    |
| 2    | 4   | EAW          | ANNA           | ADAPTIVE ARRAY MODULE               | \$12,363.70 | \$49,454.78 |
| 3    | 1   | EAW          | ANNA FRAME     | ANNA FLYING FRAME                   | \$1,434.10  | \$1,434.10  |
| 4    | 2   | EAW          | QX 366         | QX SERIES SIDE FILL                 | \$2,822.40  | \$5,644.80  |
| 5    | 2   | EAW          | UBKT-QX3H      | U-BRACKET                           | \$541.20    | \$1,082.40  |
| 6    | 2   | EAW          | ACC-ABQX       | ACC ADAPTER BRAKET                  | \$381.60    | \$763.20    |
| 7    | 1   | LEA          | CONNECT CS704D | 4 CHANNEL DANTE AMPLIFIER           | \$2,508.00  | \$2,508.00  |
| 8    | 1   | TMG          | CONSUMABLES    | RACK PARTS, CONNECTORS, CABLE, ETC. | \$288.00    | \$288.00    |
| 9    | 1   | TMG          | HILTI          | FLYING HARDWARE                     | \$1,200.00  | \$1,200.00  |
| 10   | 4   | TMG          | NETWORK JUMP   | NETWORK JUMPERS                     | \$9.60      | \$115.20    |
| 11   |     |              |                |                                     | \$0.00      | \$0.00      |
| 12   |     |              |                |                                     | \$0.00      | \$0.00      |
| 13   |     |              |                |                                     | \$0.00      | \$0.00      |
| 14   |     |              |                |                                     | \$0.00      | \$0.00      |
| 15   |     |              |                |                                     | \$0.00      | \$0.00      |
| 16   |     |              |                |                                     | \$0.00      | \$0.00      |
| 17   |     |              |                |                                     | \$0.00      | \$0.00      |
| 18   |     |              |                |                                     | \$0.00      | \$0.00      |

|  |                     |                        |                    |
|--|---------------------|------------------------|--------------------|
| #  | NOTES               | EQUIPMENT SUBTOTAL:    | \$62,898.48        |
|  |                     | SALES TAX RATE:        | 0.00%              |
|  |                     | SALES TAX:             | \$ -               |
|  |                     | SHIPPING:              | \$ -               |
|  |                     | EQUIPMENT TOTAL:       | \$62,898.48        |
|  |                     | <b>LABOR ESTIMATES</b> |                    |
| Upon Agreement - Sign Below Accompanied By Applicable Purchase Order | QTY                 | LABOR TYPE:            | HOURS              |
|  | 2                   | PROJECT MANAGEMENT     | \$ 204.00          |
|  | 8                   | ENGINEERING/BIM/CAD    | \$ 720.00          |
| Print Name: _____  | 0                   | PROGRAMMING            | \$ -               |
|  | 0                   | SHOP FABRICATION       | \$ -               |
| Signature: _____   | 1                   | INSTALLATION           | \$ 7,200.00        |
|  | 0                   | COMMISSIONING/TRAINING | \$ -               |
| Date: _____  | <b>GRAND TOTAL:</b> |                        | <b>\$71,022.48</b> |



The logo for NEAL'S HOMESTORE features a stylized house icon above the word "NEAL'S" in a large, bold, serif font. Below "NEAL'S" is a dark red horizontal bar containing the word "HOMESTORE" in a white, serif font.

# NEAL'S

## HOMESTORE

### CONTACT

✉ [jneal@nealshomestore.com](mailto:jneal@nealshomestore.com)  
☎ 918-756-0920  
📍 2825 N Hwy 75, Okmulgee, OK  
120 W Taft Ave, Sapulpa, OK  
11915 S Memorial, Bixby, OK

### WHO WE ARE

We are a family-owned and operated business since 1965 specializing in the home furnishings, bedding, appliances, and electronics industry.

### LOCATION UNDER CONSIDERATION

560 SE Washington Blvd,  
Bartlesville, OK. 74006

Projected opening Fall 2023

### PROJECTED SALES

We estimate to do between 3 to 5 million per year on year 1-2 and 5 to 9 million per year on year 3-5.

## BASIS FOR Incentives

The city of Bartlesville is losing sales tax dollars in the home furnishings, bedding, and appliance industry due to a lack of competitive price points, availability, and financing options. Neal's Homestore solves these issues through our merchandising mix which offers mid to medium-high price ranges, in stock merchandise available for same or next day delivery, and financing availability options for every customer regardless of credit ratings.

### COMPETITIVE PRICE POINTS



Upon evaluating the Bartlesville market we have found that Bob Loftis, Big Lots, and Saxons are the main local providers of furniture and home decor. While these companies serve a need for the local market we believe there is a very large underserved consumer base that prefers a larger selection of quality products at competitive prices. The city of Bartlesville is losing a very significant amount in sales tax revenue to the city of Tulsa by not having a company that is capitalizing on this consumer base. We will keep more sales tax dollars from leaving town by competing directly with Ashley HomeStore, Bob Mills, Sunshine Furniture, and Mathis Brothers.

### AVAILABILITY

Our large warehouse enables us to keep backup stock options for the immediate gratification of our customers. At this price range availability is just as important as the pricing. An item on our floor is backed up in our warehouse at least twice. Better sellers could be backed up much higher than that. In doing so, our largest financial expense is our inventory. We estimate to have \$1,000,000 of cost dedicated at our Bartlesville retail floor. This means that at a bare minimum, our inventory commitment for the Bartlesville location will be \$3,000,000. We will be offering customers same day or next-day delivery which is currently an unavailable option in Bartlesville.



### FINANCING



Financing is a large component to our strategy and one that is very underutilized in the Bartlesville market. We offer Prime, sub-prime, and no credit-needed options. This ensures that we not only capture a much higher percentage of buyers in need of these options but we oftentimes are able to increase the ticket amount as well.

# EXPENDITURES

| ITEM                                     | COST               |
|--|--------------------|
| HVAC                                     | \$275,000          |
| PLUMBING                                 | \$15,000           |
| PAINT                                    | \$13,000           |
| DEMO & BUILDOUT                          | \$65,000           |
| DIGITAL STORE SIGNAGE<br>2X 8'X10' SIGNS | \$65,000           |
| STATIC BUILDING SIGNAGE                  | \$12,000           |
| STORE FRONT REMODEL                      | \$30,000           |
| INVENTORY                                | \$3,000,000        |
| <b>TOTAL LOCATION INVESTMENT</b>         | <b>\$3,475,000</b> |

## **Background**

(From website) On Aug. 8, 1950, an adventurous and determined entrepreneur named Harmon Dobson opened up the world's first Whataburger on Ayers Street in Corpus Christi, Texas. He had a simple goal: to serve a burger so big it took two hands to hold and so good that after one bite customers would say, "What a burger!" He succeeded on both counts and turned that one little burger stand into a legend loved throughout Texas and the South.

Today, each and every Whataburger is made to order, right when it's ordered. And they're still made with 100 percent pure, never-frozen beef and served on a big toasted five-inch bun with all "the extras" to suit your taste. Grilled jalapeños, extra bacon, three slices of cheese, no tomatoes, extra pickles? No problem. Your Whataburger will be made just like you like it, 24 hours a day, seven days a week.

Whataburger's following has grown exponentially in its more than 70-year history, thanks to a number of features, including its famous burgers and growing list of menu items, its iconic orange-and-white-striped restaurants and its famous Fancy Ketchup.

Whataburger is more than a burger chain. It's a place that feels like home to more than 50,000 employees, called Family Members, and millions of customers. It's a brand built on pride, care and love. It's a place people count on in their communities. It's a place where goodness lives. So now with more than 900 Whataburger restaurants across 14 states stretching from Arizona to Florida, road-trippers and hometown folks alike continue gathering under the big orange-and-white roofs for fresh, made-to-order burgers and friendly service.

Whataburger now has 950 locations in 14 states and does over \$4.5 billion in annual revenue.

## **Opportunity**

WAB Venture, Inc., a division of KMAC Corporation of Fayetteville, AR, is planning to build and open a Whataburger franchise location at 1350 SE Washington Blvd, the location of the former Hunan restaurant. KMAC is the franchise owner of the Bartlesville Taco Bell restaurant.

WAB plans to invest roughly \$4,000,000+ into the new project. The \$119,000 incentive is based on the estimated yearly sales of \$3,500,000 (annual estimated average franchise location revenue) per the BBA retail policy. See calculation below.

Ken McGruder founded KMAC Enterprises in 1964. Ken began on the KFC side first, and then partnered with Kenny King to move into the Taco Bell system to make KMAC one of the largest Taco Bell Franchisees in the country and that spirit lives in the heart of the organization today.

Corporate Officers:

Tina Reagan, President & CEO and has been with KMAC Enterprises for 38 years

Jason Miller, CFO, 22 years

Dennis Casey, VP of Operations, 32 years

Theresa Estep, Director of Development & Purchasing, 32 years

Matthew Parry, Director of People Development, 12 years and Taco Bell Corporation for 19 years

KMAC operates 333 Taco Bell locations, 9 KFC locations, 13 7Brew locations and 4 Whataburger locations in 14 states. The company is owned by Mubadala Capital and has over 9000 employees

Retail Incentive Breakdown:

|   |                  |
|---|------------------|
| Whataburger Sales                             | \$3,500,000      |
| (Substitution Discount 80%) x .20             | \$700,000        |
| (Sales Tax Rate) x .034                       | \$23,800         |
| (10 Year Investment) x 10                     | \$238,000        |
| <b>(Retail Policy Qualification 50%) x .5</b> | <b>\$119,000</b> |

**Recommendation**

"Discuss and take possible action on a recommendation by the Bartlesville Development Authority for development assistance of \$119,000 to WAB Venture, Inc. to be utilized for construction of a Whataburger restaurant on the specified tract, payable upon Certificate of Occupancy within 24 months." Presented by Chris Batchelder, Bartlesville Development Authority.

## **I. SUBJECT, ATTACHMENTS, AND BACKGROUND**

Discussion about First Christian Church proposal review and committee recommendation.

Attachments:

Buffalo Roam Proposal

## **II. STAFF COMMENTS AND ANALYSIS**

In October 2022, the City of Bartlesville issued a request for proposals (RFP) for the use of the First Christian Church (FCC) building. The City has an opportunity to acquire FCC by donation, but we have no current planned uses for the facility. As such, the City Council authorized Staff to explore partnerships with other organizations for potential beneficial uses of this facility.

We received a total of 6 proposals by the deadline. The proposals are listed below by organization and type of activity proposed.

- Ambler Architects/Helm Ventures/Green Copper Holdings – retail and office
- Boost – entrepreneur center
- Shelby Brammer/Sidney Brammer/Eric Jaekel – arts hub facility, retail, black box studio
- Buffalo Roam – film production facility and film training institute
- Alan Gentges – arts, faith-based activities, and community space
- Project Tribute Foundation – non-profit incubator

Review of these proposals was handled by an ad hoc group consisting of:

- Mayor Copeland
- Vice Mayor Curd
- Mike Bailey – City Manager
- Larry Curtis – Community Development Director
- Jason Muninger – CFO
- Micah Siemers – Engineering Director
- Val Callaghan – Community Center Director
- Maria Gus – Visit Bartlesville Director

After review of all of the proposals, the committee elected to interview the two highest rated proposals which were the Ambler Architects/Helm Ventures/Green Copper Holdings proposal for a mixed-use office and retail center and the Buffalo Roam proposal for film production facility and film training institute.

After the interviews, the committee met again and decided to recommend the Buffalo Roam project to the City Council. All of the proposals were evaluated for public need, renovation plans, operating plans, proposer experience, and other factors. Buffalo Roam was ranked the highest in most of these areas.

Some of the benefits of Buffalo Roam that set it apart were:

- It does not create competition for existing businesses
- They will preserve the historical architecture in its entirety
- They plan to invest \$2M of private funds in addition to the public funds
- This is a “new” industry for Bartlesville, but we have already been the site of multiple Hollywood productions.

As such, the committee recommends that the Council consider the Buffalo Roam proposal for funding as part of the FCC renaissance project. The ultimate decision for funding will be considered at future meetings of the City Council.

Please schedule this item for discussion at our next Council meeting.

### **III. RECOMMENDED ACTION**

Discussion only. No action requested.

## I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action for city staff to review the City's Sidewalk Ordinances/Polices and a Six-Month Moratorium on new sidewalks (unless located within a subdivision platted within the last twenty years or located within 100 feet of a connecting sidewalk) until the Review is Complete.

## II. STAFF COMMENTS AND ANALYSIS

Staff is requesting to review of the city's sidewalk ordinances/polices and to request a six-month moratorium on requiring new sidewalks (unless located within a subdivision platted within the last twenty years or located within 100 feet of a connecting sidewalk) until the review is complete. As a member of the city staff, I have noticed that the city's sidewalks are in disrepair and are often inaccessible to pedestrians, especially those with disabilities. We believe it is important that we review this issue to ensure the safety and accessibility of our community's sidewalks for all citizens.

### **Background:**

The current policy regarding the maintenance and repair of sidewalks has been in place for many years. However, with the growth of our city and the increase in pedestrian traffic, it is important to evaluate whether the current policy is still effective in meeting the needs of our community. We have received complaints from residents regarding the condition of the sidewalks, including cracks, uneven surfaces, and obstacles blocking the path.

In addition, we have received a number of complaints about the requirements of sidewalks that do not have any connectivity (sidewalks to nowhere). Sidewalks to nowhere refer to sidewalks that have been constructed without proper planning or consideration for their use. These sidewalks often end abruptly or lead to an area where pedestrians cannot continue their journey. This can be a frustrating for pedestrians who are forced to navigate around obstacles or cross streets without proper crosswalks. Sidewalks to nowhere can be a waste of resources and can also create confusion and frustration for those who use them. It is important for cities to plan and construct sidewalks with consideration for their intended use and to ensure that they connect to other pedestrian infrastructure to create a safe and connected network for all users.

### **Analysis:**

A thorough review of the current policy is necessary to ensure that it is fair and effective in maintaining safe and accessible sidewalks. The review will include an analysis of the current policy and any necessary revisions to be made to improve its effectiveness. This will require input from various stakeholders, including city staff, residents, and advocacy groups.

## III. BUDGET IMPACT

N/A



#### **IV. RECOMMENDED ACTION**

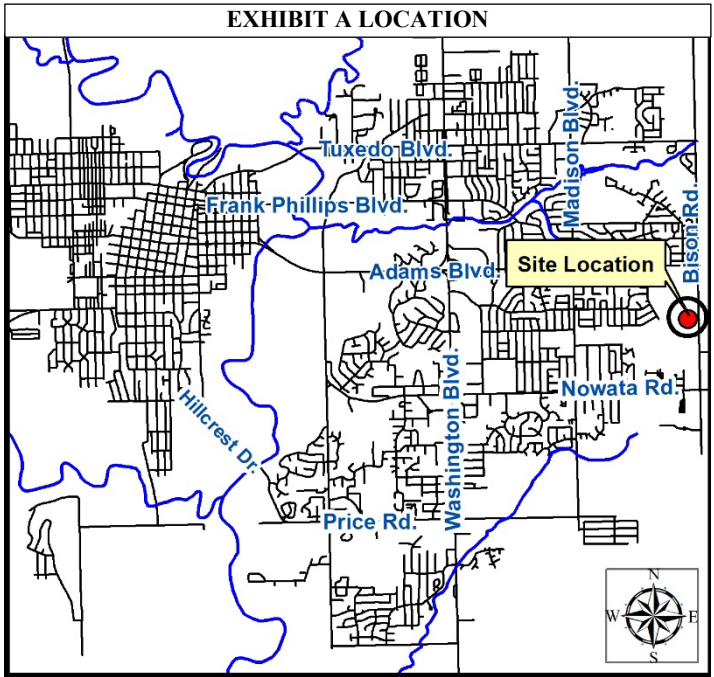
City staff recommends approval of a six-month moratorium on any further construction of new sidewalks (unless located within a subdivision platted within the last twenty years or located within 100 feet of a connecting sidewalk) in order for staff to review the current city ordinances and polices at the next City Council Meeting.

**I. SUBJECT, ATTACHMENTS, AND BACKGROUND**

Consider and take action on an application from Washington County, Oklahoma, for Final Plat Approval of a 1-lot development to be known as Washington County Emergency Management Addition, on a 3.86 +/- acre tract of land located on the west side of Bison Road, between Adams Boulevard and Nowata Road, about 0.4 miles south of Adams Boulevard, legally described as the north 350.4 feet of the south 650.4 feet of the west 480.0 of the east 530.0 feet of the SE/4 of the SE/4 of the NE/4 of Section 15, Township 26 North, Range 13 East, Washington County, Oklahoma

Attachments: Exhibit D: Proposed Final Plat of Washington County Emergency Management Addition

**II. STAFF COMMENTS AND ANALYSIS**

|                                     |  |   |                              |
|-------------------------------------|--|---|------------------------------|
| <b>Applicant</b>                    | Washington County, Oklahoma  |  |                              |
| <b>Requested Action</b>             | Approval of a Final Plat   |   |                              |
| <b>Location</b>                     | Bison Rd, north of city water tower ( <b>Exhibit A and Exhibit B</b> ) |   |                              |
| <b>Zoning</b>                       | RS-7/PUD ( <b>Exhibit C</b> )  |   |                              |
| <b>Area of Tract</b>                | Approximately 3.86 acres, +/-  |   |                              |
| <b>Present Land Use</b>             | Open, undeveloped  |   |                              |
| <b>Proposed Land Use</b>            | Washington County Emergency Management Operations Center               |   |                              |
| <b>Adjacent Zoning and Land Use</b> | North  |   | RS-7/PUD – open, undeveloped |
|                                     | South  |   | RS-7 – City water tower      |
|                                     | West   |   | RS-7/PUD – open, undeveloped |
|                                     | East   | Undeveloped Washington County   |                              |

The applicant, Washington County, Oklahoma, requests approval of the final plat for a 1-lot subdivision of property to be known as Washington County Emergency Management Addition. The 3.86-acre property is located on the west side of Bison Road, about 0.4 miles south of Adams Boulevard. The County is building an emergency operations center on the property. The surrounding land uses are vacant undeveloped land except for the south which is the site of a city water tower. The city limits borders the property to the east. See the aerial image in **Exhibit B**.

**EXHIBIT B: AERIAL**

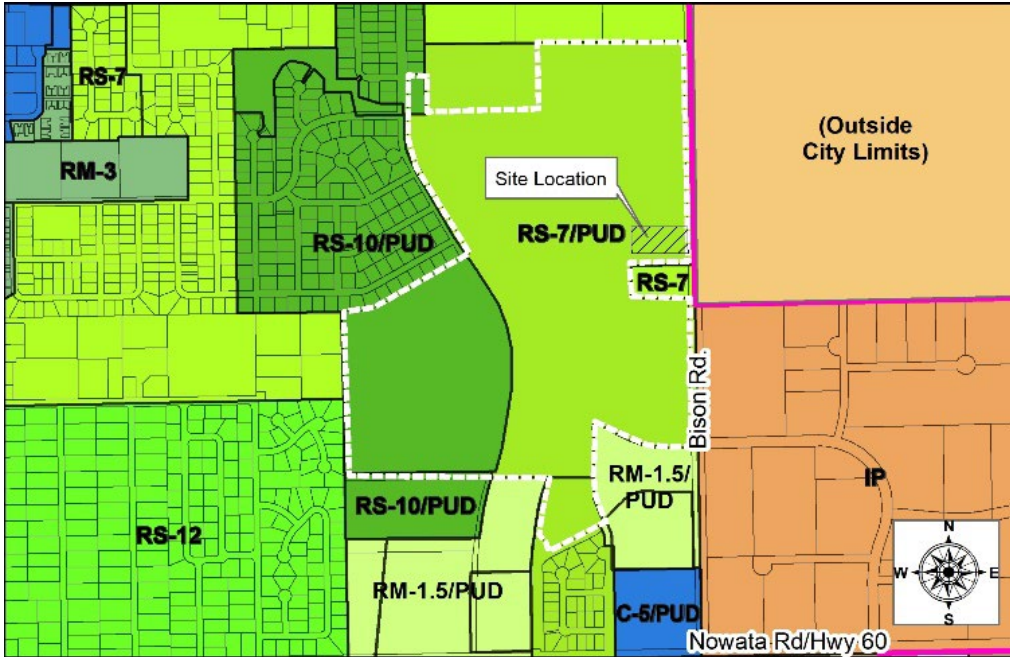


In 1977, Council approved the rezoning of this property to Single-Family Residential / Planned Unit Development, RS-7/PUD, with a site development plan (PC Case No. 120). In August 2021, Planning Commission granted conditional approval of a PUD amendment and site development plan (PC Case No. PUD-0721-0011/12), allowing the following new uses on the 3.86 acre-tract:

- Public land uses, specifically an emergency management operations center;
- Enclosed storage or warehousing;
- Wireless communication tower and antenna (accessor use)
- Heliport (accessory use)

The current zoning of the site and surrounding land is shown in **Exhibit C**.

EXHIBIT C: ZONING



**PLATTING AND PUBLIC IMPROVEMENTS**

The proposed 1-lot subdivision, 3.86 acres +/- in size, (see Final Plat attached, **Exhibit D**) complies with the City's zoning and subdivision regulations, with conditions set out at the end of this section.

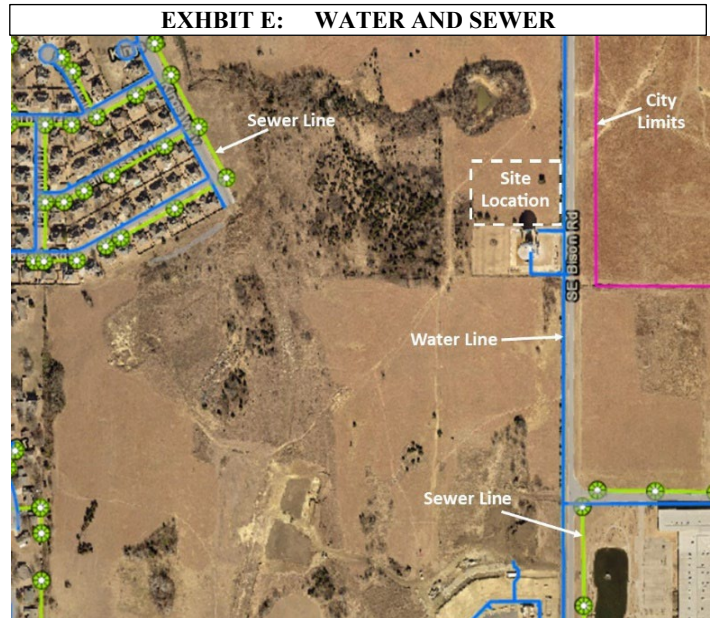
Bulk Regulations / Lot Size: The proposed 3.86 acre lot meets the minimum lot area (7,000 square feet) and lot width (60 feet) requirements for RS-7 zoning.

Street Access: Bison Road provides street access for the lot. Bison Road is classified as a minor arterial. The *total* minimum required right of way width is 80 feet. The Preliminary and Final Plats show 50 feet of right of way west of the section line. No further right of way dedication is required west of the section line.

The required pavement width for minor arterials is 44 feet. The current pavement width of Bison Road is around 24 to 25 feet. Planning Commission and City staff recommend approval of a waiver from the platting street improvement construction requirement in this case, because the development is a single 3.86 acre lot, located nearly midway between section line roads to the north and south and the use as an emergency management center is not expected to generate routine high volumes of traffic except in extreme emergencies.

Two driveways are allowed per the approved PUD site development plan, and that is to be shown in the Final Plat by labeling the Limits of No Access along the east lot line. **(Condition #2).**

Water/Sewer: **Exhibit E** shows city water and sanitary sewer in the area. Water is available along the frontage of the site. Sanitary sewer connection is available on the east side of Bison Road at SE Industrial Blvd about one-quarter mile to the south. The developer is extending that sanitary sewer line by a road crossing under Bison Road at SE Industrial Blvd and going north. City staff is requiring construction plans, cost estimate, and a two-year maintenance bond and an inspection fee for the sewer line. **(Condition # 3a).**



The Preliminary Plat shows the sewer line ending at a manhole at the southeast corner of the lot. Planning Commission and City staff recommend a condition requiring that the developer extend sanitary sewer line north to serve the adjacent Adams-Muir Land Trust property, when the neighboring trust property is subdivided in the future, creating any lot less than 10 acres. This condition will be included in a development agreement to be executed by the parties that runs with the land. **(Condition # 3b).**

Fire Protection: An additional fire hydrant is required and is shown in the approved PUD site development plan in the northeast part of the site.

Stormwater: On site stormwater detention is required. **(Condition #4).** A revised PUD site development plan shows an area for a dry pond along the north side of the lot. The original approved site development plan showed a berm along the north for visual screening of the site from adjacent residentially-zoned property. Because the north area will be dry detention pond, the developers are required to provide plantings other measures for visual screening along the north, based on the conditions in the PUD Amendment and Site Development Plan.

Sidewalks: The zoning and subdivision regulations require sidewalks along all public streets at the time of property development. The landowner is required to construct a 5-foot sidewalk along Bison Road. The applicant shows this both in the PUD site development plan and the Preliminary Plat. The final plat states the sidewalk is required to be installed at the time of filing of the plat. City staff agrees to defer sidewalk construction to the time of site development, and requests a change to the plat stating this. **(Condition # 5).**

Electrical Easement: The plat shows an electrical easement running north-south about midway through the lot, providing access for electrical service from the south, from a distribution line that runs east-west along the south side of the City's water tower lot. The Preliminary Plat also shows an off-site electrical easement running through the west portion of the City's lot, southwest to northeast, to provide that electrical service. To preserve future building space for the City, Planning Commission and City staff recommend requiring that the routing of this primary line and its easement on the City lot be shifted west along the west lot line, and that the electrical easement on the final plat be shifted west accordingly to connect. **(Condition # 6).**

### III. RECOMMENDED ACTION

The City Planning Commission approved the Preliminary Plat of Washington County Emergency Management Addition at its April 25, 2023 meeting, subject to conditions. Staff recommends approval of the Final Plat of Washington County Emergency Management Addition subject to those following conditions:

1. Applicant/developer shall provide a copy of the deed for the additional 0.86 acres north and west, to be reviewed and approved by City staff as part of this plat application;
2. Label the plat with the Limits of No Access along the east lot line, showing the location of the driveways;
3. Sanitary Sewer line:
  - a. Applicant/developer shall provide construction plans (for review and approval by City staff), cost estimate, a two-year maintenance bond (15% of cost of materials and labor) and an inspection fee (2.5% of the estimated cost of required improvements) for the sanitary sewer line;
  - b. Applicant/developer shall extend the sanitary sewer line north to serve the adjacent Adams-Muir Land Trust property, when the adjacent trust property is subdivided in the future, creating any lot less than 10 acres. This condition will be included in a development agreement to be executed by the parties that runs with the land;
4. On site stormwater detention is required;
5. Sidewalk construction is deferred to the time of site development and the plat note shall be edited to state this;
6. Relocate the electrical easement to the west near and along the west lot line; and
7. The platting requirement to improve/widen Bison Road is waived.

Consideration of this request for Final Plat approval has been scheduled before the Bartlesville City Council on Monday, May 1, 2023. The Council is requested to take action on the proposed Final Plat of Washington County Emergency Management Addition at that time.

