



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

**REGULAR MEETING OF THE
BARTLESVILLE CITY COUNCIL**
Monday, July 3, 2023
5:30 p.m.

Vice Mayor Jim Curd, Jr.
918-338-4282

AGENDA

- 1. Call to order the business meeting of the Bartlesville City Council by Vice Mayor Curd.**
- 2. Roll call and establishment of a quorum.**
- 3. The Invocation will be provided by Cory Lovell, Unitarian Universalist Church of Bartlesville.**
- 4. Citizens to be heard.**
- 5. City Council Announcements and Proclamations.**
- 6. Authorities, Boards, Commissions and Committee Openings**
 - One opening on the Ambulance Commission
 - Two openings on the Bartlesville Library Trust Authority
 - Two upcoming openings on the Board of Adjustment
 - Two upcoming openings on the Park Board
 - One opening on the Street and Traffic Committee
- 7. Consent Docket**
 - a. Approval of Minutes**
 - i. The Regular Meeting Minutes of June 5, 2023.
 - ii. The Special Meeting Minutes of June 22, 2023.
 - b. Approval or Ratification of Appointments to Authorities, Boards, Commissions, and Committees.**
 - i. Appointment of Ms. Mary Beth Washington to fill an unexpired term on the White Rose Cemetery Board at the recommendation of Mayor Copeland.
 - c. Approval of Resolutions**
 - i. Amend the contracts of the City Attorney, City Judge, City Manager and Golf Professional adjusting their compensation to accommodate the approved cost of living adjustments and merit increases for Fiscal Year 23-24.
 - ii. Amending the Budget of the City of Bartlesville, Oklahoma for Fiscal Year 2023-2024, appropriating unbudgeted fund balance for the Golf Course Memorial Fund.

iii. Amending the Budget for the City of Bartlesville, Oklahoma for Fiscal Year 2023-2024, appropriating unanticipated fund balance for the CIP Sales Tax Fund.

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

- i. Engagement between Crawford and Associates P.C. and the City of Bartlesville for audit consulting services.
- ii. Lease Agreement between Friends of the Kiddie Park and the City of Bartlesville for expansion of Kiddie Park.
- iii. Memorandum of Understanding between the City of Bartlesville Fire Department and the Cherokee Nation required to receive a grant from the Cherokee Nation to purchase fire gear and rope rescue equipment in the amount of \$48,423.91.
- iv. Design Contract with Heckenkemper Golf Course Design for master planning services for Adams Municipal Golf Course in the amount of \$39,500.00.
- v. Application and Agreement between the City of Bartlesville and Bartlesville Area Habitat for Humanity, Inc. to forgive liens in the amount of \$6,601.74 on property located at 1540 SW Maple Avenue.

e. Receipt of Financials

- i. Interim Financials for the eleven months ending May 31, 2023.

f. Receipt of Bids

- i. Bid No. 2023-2024-001 Water and Wastewater Line Repair Materials
- ii. Bid No. 2023-2024-002 Water Treatment Chemicals

8. Discuss and take action to approve an Ordinance of the Council of the City of Bartlesville, Oklahoma, authorizing the calling and holding of a special election in the City of Bartlesville, State of Oklahoma (the "City"), on the 10th day of October, 2023, for the purpose of submitting to the registered qualified electors of said City the question of the issuance of General Obligation Bonds of said City in an amount not to exceed the sum of Seventeen Million Six Hundred Thousand Dollars (\$17,600,000) to be issued in series to provide funds for the purposes of: (i) acquiring, constructing, expanding, renovating, repairing, and/or equipping public safety buildings, facilities, and equipment, all to be owned exclusively by the City, (ii) acquiring, constructing, expanding, renovating, repairing, and/or equipping municipal buildings, facilities, and equipment, all to be owned exclusively by the City; (iii) constructing, reconstructing, repairing, improving, and rehabilitating existing streets, roads, bridges, and intersections in the City (including lighting, sidewalks/bikepaths, landscaping, related drainage improvements, driveway reconstruction, and other related improvements); and (iv) constructing, expanding, repairing, which may also include improving, renovating, acquiring and equipping parks and recreational facilities, all to be owned exclusively by the City; all to be completed with or without the use of other funds, and levying and collecting an annual tax, in addition to all other taxes, upon all the taxable property in said City for the payment of the interest and principal on said Bonds; providing for election procedures; authorizing professional services agreements pertaining to the issuance of said Bonds; declaring an emergency; and containing other provisions related thereto.

9. Discuss and take possible action to declare an emergency to enact the proposed Ordinance as set out above in Item 8. of this agenda.

10. Discuss and take possible action on a recommendation by the Bartlesville Development Authority for development assistance of \$40,800 to Bob Loftis Furniture of Bartlesville to be utilized for building improvements at 4125 Nowata Road, Bartlesville, OK, payable upon Certificate of Occupancy within 24 months. Presented by Chris Batchelder, Bartlesville Development Authority.
11. Discuss and take possible action on a recommendation by the Bartlesville Development Authority for development assistance of \$53,366 to WrightSteak Steakhouse to be utilized for building improvements at the Price Tower located at 510 Dewey Ave, Bartlesville, OK, payable upon Certificate of Occupancy within 24 months.” Presented by Chris Batchelder, Bartlesville Development Authority.
12. Discuss and take possible action on a recommendation by the Bartlesville Development Authority for development assistance of \$34,729 to LOVE66 Café Restaurant of Bartlesville to be utilized for building improvements at the Price Tower located at 510 Dewey Ave, Bartlesville, OK, payable upon Certificate of Occupancy within 24 months.” Presented by Chris Batchelder, Bartlesville Development Authority.
13. Discuss and take possible action appointing two City Council members as ex-officio members to the Bartlesville Convention & Visitors Bureau (Visitors, Inc.) Board of Directors. Presented by Vice Mayor Curd.
14. New Business.
15. City Manager and Staff Reports.
16. City Council Comments and Inquiries.
17. Adjournment.

The Agenda was received and filed in the Office of the City Clerk and posted in prominent public view at City Hall at 5:00 p.m. on Thursday, July 29, 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

All discussion items are subject to possible action by the City Council. 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.



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

**MINUTES OF THE
REGULAR MEETING OF THE
BARTLESVILLE CITY COUNCIL
Monday, June 5, 2023
Immediately following the
Bartlesville Municipal Authority
Special Meeting that begins
at 5:30 p.m.**

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

MINUTES

(The Notice of Meeting was posted December 15, 2022
and the Agenda was posted June 1, 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; Tracy Roles, Assistant 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; Matt McCollough, IT Director; Interim Police Chief Jay Hastings; Fire Chief David Topping; Alicia Shelton, Accounting; Deputy Police Chief Kevin Ickleberry; Police Captain Andrew Ward, Security; and Elaine Banes, Executive Assistant.

- 1. The business meeting of the Bartlesville City Council was called to order immediately following the Bartlesville Municipal Authority Special meeting at 5:34 p.m. by Mayor Copeland.**
- 2. Roll Call was held and a quorum established.**
- 3. Citizens to be heard.**

Mr. Wally Pace provided comments regarding the low water supply and issues surrounding it, in particular Hulah Lake.

- 4. City Council Announcements and Proclamations.**
 - Flood Insurance Month Proclamation – June 2023 presented by Vice Mayor Curd.
 - Douglass School Reunion Days – July 20-23, 2023 presented by Mayor Copeland.
- 5. Authorities, Boards, Commissions and Committee Openings**
 - One opening on the Ambulance Commission
 - 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 or at City Hall in the City Manager's Office.

6. Consent Docket

a. Approval of Minutes

- i. The Regular Meeting Minutes of May 1, 2023.
- ii. The Special Meeting Minutes of May 15, 2023.

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

- i. Appointment of Mr. David Boyer to a three year term on the Bartlesville Area History Museum at the recommendation of Councilmember Roane.
- ii. Reappointment of Ms. Sonya Reed and Mr. Trevor Sutterfield to additional three-year terms on the Bartlesville Library Trust Authority at the recommendation of Mayor Copeland.
- iii. Ratify reappointment of Ms. Jamie Bennett for her second three-year term as a Trustee for the Bartlesville Development Authority at the recommendation of Mayor Copeland.
- iv. Ratify the election of Ms. Gayle Lester as Chair and Ms. Jamie Bennett as Secretary/Treasurer of the Bartlesville Development Authority for FY 2023-24.

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

- i. The 2023 Addendum to the Administrative Services Agreement between the City of Bartlesville and RxBenefits.
- ii. Proposal with Hayes Air Conditioning and Heating for the replacement of the server room air conditioner in the amount of \$19,822.
- iii. Service Agreement with Meshek & Associates, LLC for an upgrade to the ESRI/GIS server for \$27,600.
- iv. Professional E-Rate Management Services Fee Schedule for 2024 fiscal year e-rate service with Kellogg and Sovereign to correctly complete and submit all forms for e-rate funding, in the amount of \$1,892.40.

d. Receipt of Financials

- i. Interim Financials for the ten months ending April 30, 2023.

e. Receipt of Bids

- i. Bid No. 2022-2023-018 for a Vacuum Trailer.

Mayor Copeland read the consent docket in its entirety. Mayor Copeland pulled Item 6.a.i. for further discussion.

Vice Mayor Curd moved to approve the consent docket as presented/with the exception of Items 6.a.i., seconded by Mr. Dorsey.

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

6.a. Approval of Minutes

- i. The Regular Meeting Minutes of May 1, 2023

Mayor Copeland amended Item 9 in the minutes to restate the reason he recused himself asking to have the word “potential” added, and also to remove his name from the affirmative vote that was added by mistake since he was not in the room when the vote was taken.

Vice Mayor Curd moved to approve Item 9 in the Minutes of May 1, 2023 as amended, seconded by Ms. Roane.

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

Voting Nay: None

Motion: Passed

7. Discuss and take possible action to award Bid No. 2022-2023-018 for a Vacuum Trailer. Presented by Councilmember Dorsey.

Mr. Dorsey moved to award Bid No. 2022-2023-018 to The Olsta Co., Huntsville, Texas, in the amount of \$59,605, seconded by Ms. Roane.

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

Voting Nay: None

Motion: Passed

8. Public hearing and possible action on a Resolution adopting the City of Bartlesville Budget for Fiscal Year 2023-2024 and establishing budget amendment authority, authorizing the cancellation of encumbrances which are not due and payable as of June 30, 2023, and re-appropriating amounts of cancelled encumbrances to the same fund and department for Fiscal Years 2023-2024. Presented by Alicia Shelton, Accountant.

Ms. Shelton presented a PowerPoint providing the process of developing the annual budget, and the budget recap including changes derived from the May 15 workshop. She reviewed the proposed resolution recommending the adoption of the FY 2023-24 Budget with total resources available in the amount of \$132,452,006 and total fund/departmental expenditure and reserve appropriations in the amount of \$113,365,520.

Mayor Copeland opened the public hearing at 6:00 p.m. Appearing to speak was Judy McCormick, but since her comments were more general and not about the Budget, she returned to her seat. There being no one further appear to speak, the Mayor closed the public hearing 6:04 p.m.

Discussion covered how the budget is available on line at the City website; appreciation for the preparation, explanations and history included in the budget document; and appreciation for the conservative approach to the budget.

Vice Mayor Curd moved to approve the Resolution adopting the City of Bartlesville Budget for FY 2023-2024 as presented, seconded by Ms. Roane.

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

Mr. Bailey commended the Accounting Department for the great job they did preparing and presenting the budget.

9. Discuss and take possible action to approve the Capital Improvements Program (CIP) Budget for Fiscal Year 2023-2024. Presented by Micah Siemers, P.E., Director of Engineering.

Using a PowerPoint, Mr. Siemers reported that the accounting staff identified in the FY 2023-2024 Operating Budget for the Capital Improvement Project (CIP) Sales Tax Fund a \$2,990,788 budget for new projects. He presented the carry over projects totaling \$2,740,418 which include the committed capital funding for previous fiscal year projects that have not yet been completed. The staff compiled a list of proposed FY 2023-2024 ½ cent sales tax capital improvement projects (CIP) totaling \$2,400,360 for Council consideration which was also presented, with highlighted projects as priority (70%) projects. These projects were assembled from the list of voter approved projects as shown in the original 2020 ½ cent sales tax CIP. In addition to allocating funds from the ½ cent sales tax revenue source, Mr. Siemers presented the proposed carry over projects which were summarized for the Wastewater Fund and Stormwater Fund, as well as the 2019A, 2019B, 2021A, and 2022 General Obligation Bond funds. He also presented staff recommended proposed projects for the Wastewater Fund, Wastewater Regulatory Fund and City Hall Fund, as well as staff recommended carry over and proposed projects for the Capital Reserve Fund. He concluded his report by presenting revisions proposed since the Council Workshop meeting. These projects were added to the Capital Reserve Fund and moved from the Capital Reserve Fund to the 2023 G.O. Bond proposed project list in an effort to accommodate requests and feedback from Council members, while keeping each funding source in balance.

Vice Mayor Curd stated his appreciation for including his requests and revisions in order to complete the downtown landscaping. He then requested to the Council to consider appropriating \$40,000 to the CIP Sales Tax fund in order to place signs at four neighborhood parks – Earl Sears Park, Civitan Park, Veterans Park, and Douglas Park.

Vice Mayor Curd moved to approve the CIP Budget for FY 2023-2024 with the \$40,000 amendment to fund additional park signage as he presented, seconded by Mr. Dorsey.

Discussion covered how the first wayfinding signage phase did not cover the four parks Vice Mayor Curd requested signs for; how the \$40,000 is unallocated funds; how this will complete all parks being maintained by the City, the remaining neighborhood parks are being maintained by homeowners or are small pocket parks; confirming this amount would be above the wayfinding sign projects; and how the \$40,000 would not be taken from the current wayfinding sign funds.

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

10. Presentation of staff and committee recommendations for potential General Obligation Bond projects with possible action for Council recommendations. Presented by Micah Siemers, P.E. Director of Engineering.

Mr. Siemers reported an election will soon be called to authorize General Obligation (GO) bonds for capital improvements. Staff compiled a list of projects to consider targeting 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 the City's bond council, Jon Wolff, of Municipal Finance Services, Inc. Staff received just over \$33.5MM in capital requests from department directors and presented three different budget scenarios of recommended projects at the May 15, 2023 workshop meeting. Based on discussion from that workshop, staff compiled a complete list of G.O. Bond projects, broken down into categories. State law requires that at least 70% of the G.O. Bond projects are identified as priority projects and must legally be completed. The remaining projects are considered discretionary and will be completed so long as sufficient funds are available throughout the life cycle of the bonding. Mr. Siemers, using a PowerPoint, presented the staff identified priority projects.

Discussion covered that the presented projects will be completed over a four-year time frame; Council approves the list of projects and then the citizens will vote on the projects; the importance of the investment in streets; the value of the PCI index and the information it provides to keep the streets in the best possible condition; the appreciation of the work of the Street and Traffic Committee; how the success rate on the 70% project is 100%; how the discretionary projects also are normally all completed; how the election will be called at the next Council meeting, upon approved, for October 10, 2023; and how the list can be approved with one motion.

Mr. Dorsey moved to approve the GO Bond projects as presented, seconded by Ms. Roane.

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

Mr. Bailey expressed appreciation on the amount of work Mr. Siemers puts into the CIP and GO Bond projects. The sources to develop the project lists come from many different areas, and he does a great job pulling this all together. Mayor Copeland appreciated all the members on the Street and Traffic Committee who assisted with the street improvement projects. Ms. Roane appreciated all of the time Mr. Roszel also placed into the street project portion as well.

11. Receive the Bartlesville Development Authority (BDA) FY 2022-23 Annual Report, and take possible action to approve the BDA Fiscal Year 2023-24 Business Plan and Operating Budget, allocating \$803,750 from the Economic Development Fund plus cash carryover estimate of \$279,327. Presented by Chris Batchelder, Vice President, Bartlesville Development Authority.

Mr. Batchelder began with stating his and the BDA staff's appreciation of the relationship they have with the City Council, City staff and the citizens. He provided the annual report covering a summary of FY 2022-23 Primary Industry Summary; how the residential incentive resulted in 30 new residents to Bartlesville; and the Retail Summary for the year. He then provided the proposed budget for FY 2023-2024 covering revenue, personnel, administration expenses, program expenses, and the BDA's request for \$803,750 plus cash carryover estimated at \$279,327.

Discussion covered the residential incentive remaining open for an indefinite amount of time; appreciation of a good presentation, and how the BDA staff and Board appreciates Mayor Copeland's and Vice Mayor Curd's service on the BDA Board of Directors.

Ms. Roane moved to receive the Annual Report, and to approve the BDA FY 2023-24 Business Plan and Operating Budget as presented, seconded by Mr. Roszel.

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

12. Discuss and take possible action to approve the annual contract between the City of Bartlesville and the Bartlesville Development Authority for Economic Development Services for the period of July 1, 2023 through June 30, 2024. Presented by Chris Batchelder, Vice President, Bartlesville Development Authority.

Mr. Batchelder reported that the annual contract remains basically the same as last year's contract with only the dates and amount changed.

Vice Mayor Curd moved to approve the Economic Development Services annual contract in the amount of \$803,750 and appropriated unrestricted remaining funds in the amount of \$279,327 as presented, seconded by Ms. Roane.

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

13. Receive Visitors Inc FY 2022-23 Annual Report, and take possible action to approve the Visitors Inc. Fiscal Year 2023-24 Operating Budget. Presented by Maria Gus, Executive Director, Visit Bartlesville.

Ms. Gus reported highlighting the many areas that Visit Bartlesville covers and how they serve the community through public relations, marketing, customer service and data collection. She provided the monetary impact of tourism, revenue, expenses, administrative/program support, and marketing programs. Ms. Gus provided information regarding their increased website use, digital and social media use, as well as showing a fiscal impact for FY 2022-2023 in the amount of \$699,402, with economic support from the BDA in the amount of \$377,000 realizing a direct return on investment at 86%. Local sporting events, Visit Bartlesville events, and film liaison connections continue to increase. As a film

liaison, Visit Bartlesville provide locations information, accommodations information, office and warehouse information, as well as being a film friendly guide.

Discussion covered Visit Bartlesville's new audit firm which saved \$3,000; that the data used in the report is from TravelOK.com; the reasons for changing from contracting through the BDA to contracting directly with the City (basically tourism related); and adding two City Councilmembers as ex-officio members of the Board.

Ms. Roane moved to receive the Annual Report and approve the Visitors Inc FY 2023-24 Business Plan and Operating Budget as presented, seconded by Mr. Dorsey.

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

14. Discuss and take possible action to approve the Destination Marketing Agreement between the City of Bartlesville and Visit Bartlesville for the period of July 1, 2023 through June 30, 2024. Presented by Maria Gus, Executive Director, Visit Bartlesville.

Ms. Gus reported that the agreement is comparable to the Economic Development Agreement. She added that Mr. Roszel had brought to her attention that Section 1. PURPOSE could be better presented specifically related to Visit Bartlesville and not to Bartlesville Development Authority.

Mr. Roszel moved to approve the Destination Marketing Agreement in the amount of \$402,000 and appropriated unrestricted remaining funds as of June 30, 2023, with the amendments of re-wording Section 1 PURPOSE and adding verbiage to add two City Councilmembers as ex-officio members of the Board of Directors, seconded by Mr. Dorsey.

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

Item 18. was presented prior to Executive Session while in open meeting. See information below.

15. Move to Executive Session pursuant to 25 O.S. Section 307(B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest.

Mayor Copeland reported that the Executive Session will be conducted in the 1st floor conference room, followed with a return to Council Chambers and open meeting.

Ms. Roane moved to enter into Executive Session at 8:02 p.m., seconded by Mr. Dorsey.

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

Voting Nay: None
Motion: Passed

The City Council returned to open meeting at 8:43 p.m.

16. Discuss and take possible action to authorize the City Attorney to hire outside counsel with regards to potential condemnation proceedings. Presented by Jess Kane, City Attorney.

Mr. Kane reported that the case was discussed, confidentially, in executive session. In regard to that case, he asked for authorization to hire outside counsel for condemnation proceedings.

Mr. Dorsey moved to authorize the City Attorney to hire outside counsel with regards to potential condemnation proceedings as presented, seconded by Vice Mayor Curd.

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

17. New Business.

There was no new business to discuss.

18. City Manager and Staff Reports.

This item was presented prior to the Executive Session.

Mr. Bailey responded to Mr. Pace's inquiries regarding the water supply by providing the history and results of research for additional water options, specifically in the studies of dredging Hulah Lake.

The Civitan Park shade structure will need to be re-built and will be closed until the faulty cover is removed and no longer a danger. Once it is removed and relocated for repair, the park will re-open.

19. City Council Comments and Inquiries.

Ms. Roane announced the Second Annual Brush Up Bartlesville Project and that applications will be taken through June 9th.

Vice Mayor Curd thanked the City Council for working with him regarding funding for the Parks.

Mayor Copeland encouraged citizens to remain diligent in water conservation.

20. There being no further business to address, Mayor Copeland adjourned the meeting at 8:46 p.m.

Dale W. Copeland, Mayor

Jason Muninger, CFO/City Clerk



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

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

**Thursday, June 22, 2023
4:00 p.m.**

**Vice Mayor Jim Curd, Jr.
918-338-4282**

MINUTES

(The Notice of Meeting and the Agenda was posted June 20, 2023 at 3:45 p.m.)

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

City staff present were Mike Bailey, City Manager; Tracy Roles, Assistant City Manager; Jess Kane, City Attorney; Micah Siemers, Director of Engineering; Police Chief Kevin Ickleberry; Laura Sanders, Director of Human Resources; Kelli Williams, Chief Communications Officer; Larry Curtis, Director of Community Development; and Elaine Banes, Executive Assistant.

- 1. The business meeting of the Bartlesville City Council was called to order by Councilmember Dorsey at 4:00 p.m.**
- 2. Roll Call was conducted and a quorum established.**
- 3. The invocation was provided by Mr. Dorsey.**
- 4. Citizens to be heard.**

There were no citizens to be heard.

- 5. Discuss and take possible action to approve short form contract with Lee Construction to remove and reinstall the shade structure at Civitan Park. Presented by Micah Siemers, Director, Engineering Department.**

Mr. Siemers reported that the shade structure covering the playground equipment at Civitan Park was donated to the City of Bartlesville in 2014 by the local Civitan Club. The structure is a 60'x60' steel structure with a fabric canopy. On Friday, May 12, 2023, City staff noticed an excessive amount of movement in one of the columns of the shade canopy at Civitan Park. While it was not a particularly windy day, there was a breeze and the structure was making creaking sounds with noticeable movement in the southeast column. Upon further inspection, some of the connections on the structure had been compromised with broken or missing bolts and gaps at connections that should have been flush. Staff determined that to be safe, the park should be closed to allow for a more in-depth inspection of the structure. In the following weeks, the connections between the columns and footings were exposed and found that the anchor bolts had not been set correctly and the columns were not securely fastened to the footings. Also, the footings were all set at different elevations, varying as much as 6.5 inches. Since the columns

had been set directly on the footings, rather than using jack nuts to level the columns, the entire structure was out of plumb which led to higher stresses on the connections between columns, rafters, and the ridge beam. It is staff's opinion that improper installation of the structure led to the compromised connections and broken bolts. Staff began coordinating with a structural engineer to ensure the proper precautions are being taken. Based upon this information, the only way to fix the problem is to remove the structure, make modifications to the footings, repair damaged structural connections while the structure is on the ground, and then reinstall. Staff has reached out to three local and regional contractors for quotes to remove and reinstall the shade structure. The work on the footings and repairs to the structure will be done by city staff or via a separate contract, depending upon the final modifications that are still being vetted. Staff received the following quotes. Bob Chaney Steel Construction (Dewey, OK) \$15,000.00 and Lee Construction (Bartlesville, OK) \$7,600.00 The third contractor has not furnished a quote at the time of this report. There was no funding identified for this project as part of the FY 22-23 capital budget since it is somewhat of an emergency situation that has only come to light in the past month. Sufficient funding is available in unallocated sales tax at this time, and Staff is recommending utilizing unallocated sales tax funds to cover the cost of the work. The effect of this work will be reflected in the available remaining unallocated sales tax funds for FY 23-24.

Discussion covered the difference in the bid amounts; how both bidders were shown the cover and submitted their bids following the on-site inspection; and how the budget amendment will be made with inter-department approval.

Ms. Roane moved to award the bid to Lee Construction in the amount of \$7,600.00 as presented, seconded by Mr. Roszel.

Voting Aye: Mr. Roszel, Ms. Roane, Mr. Dorsey

Voting Nay: None

Motion: Passed

6. Discuss and take possible action to approve the Agreement between the City of Bartlesville, Oklahoma and the Fraternal Order of Police, Lodge 117 for Fiscal Years 2023-2024 and 2024-2025. Presented by Jess Kane, City Attorney.

Mr. Kane began his report by saying how much the City and the FOP Lodge 117 Union enjoy a very collaborative relationship, and the FOP union representatives are very good to work with. He continued that he and City staff reached an agreement with the FOP, which will last through June 30, 2025. The agreement is subject to Council approval. Major negotiated revisions to the proposed contract are as follows: 2-year Agreement; updated PayScale with 3% COLA in year two or equivalent to what is received by general employees, whichever is greater; and mutually beneficial updates to per diem provisions. Except as above set forth, the contract contains largely the same provisions as the 2021-2023 and previous contracts. All members of the City staff who were involved in this contract negotiation recommend approval of the above contract.

Discussion covered the actual percentages of the level changes; how the cost of living percentage is determined; and how negotiating a multiyear contract is beneficial to the union and the City. Mr. Kane added that should the salary percentages fall behind in a multi-year contract, the City will bring the percentages forward into the current range at the next negotiation of agreement. Ms. Roane and Mr. Roszel expressed their appreciation of Mr. Kane, City staff and the Union Representatives.

Mr. Roszel moved to approve the Collective Bargaining Agreement between the City of Bartlesville and Fraternal Order of Police Lodge 117 for FY 2023-2025 as presented, seconded by Ms. Roane.

Voting Aye: Ms. Roane, Mr. Roszel, Mr. Dorsey

Voting Nay:

Motion: Passed/Failed

7. City Manager and Staff Reports.

Mr. Bailey reported that 20th Street between Johnstone Ave. and Dewey Avenue will be closed June 26-30 for repairs.

He also reported that trash service for Tuesday, July 4 will be conducted on Wednesday, July 5.

8. City Council Comments and Inquiries.

Mr. Dorsey congratulated Kevin Ickleberry for being appointed the new Police Chief.

9. There being no further business to discuss, Councilmember Dorsey adjourned the meeting at 4:22 p.m.

Dale W. Copeland, Mayor

Jason Muninger, CFO/City Clerk

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to appoint Mary Beth Washington to fill an unexpired term on the White Rose Cemetery Board. She will be eligible to start her first term on April 2025

Attachments:

Application for White Rose Cemetery Board from Mary Beth Washington

II. STAFF COMMENTS AND ANALYSIS

Ms. Washington has helped with various fundraisers for school and athletic activities. Also, she has worked on ElderCare BBQ for several years. She has a vested interest in the White Rose Cemetery Board and anxious to become a member.

III. RECOMMENDED ACTION

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

Barbara J. Mumma

From: Elaine Banes
Sent: Friday, May 12, 2023 2:46 PM
To: Keith B. Henry; Bobby D. Robinson
Cc: Barbara J. Mumma
Subject: FW: New submission from Application for City Boards, Commissions, Committees & Trust Authorities

Please see the application below for your consideration/files.

Thank you,

Elaine Banes
Executive Assistant
City of Bartlesville
918-338-4282



From: ian@bitbrilliant.com <ian@bitbrilliant.com>
Sent: Friday, May 12, 2023 2:41 PM
To: Elaine Banes <rebanes@cityofbartlesville.org>
Subject: New submission from Application for City Boards, Commissions, Committees & Trust Authorities

CAUTION: External Source. THINK BEFORE YOU CLICK!

Please check the ones you wish to serve on:

- White Rose Cemetery Board

Name

Mary Beth Washington

Address

work and mailing address:
1340 S Virginia Avenue
Bartlesville, OK 74003
[Map It](#)

home address:
6375 W. Hwy. 60
Bartlesville, OK 74003

Home Phone

(918) 440-4397

Work Phone

(918) 336-2111

Cell Phone

(918) 440-4397

Email

1washington@sbcglobal.net

Ward Number

3

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

My ability to work with and for others.

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

Helped fundraise for various school/athletic activities, worked on ElderCare BBQ several years.

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

Continue maintenance and make any improvements necessary as White Rose is a community landmark.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A resolution to amend the contracts of the City Attorney, City Judge, City Manager and Golf Professional adjusting their compensation to accommodate the approved cost of living adjustments and merit increases for Fiscal Year 23-24.

Attachments:

Certain Contract and Appointed Employee Pay Increase Resolution

II. STAFF COMMENTS AND ANALYSIS

The Bartlesville City Council has approved a 6% cost of living adjustment and 2.5% merit increase for all general employees of the City of Bartlesville for fiscal year 2023-2024. It has been a common practice to provide the same increases to the City Attorney, City Judge, City Manager and Golf Professional.

This resolution would amend the compensation section of the previously listed employees' contracts to provide the same increase for them as all employees.

III. BUDGET IMPACT

The total budget impact of these salary increases is \$41,253.85. This amount was considered in the budget that was approved by City Council on June 5, 2023.

IV. RECOMMENDED ACTION

Staff recommends approval of resolution to provide cost of living and merit increases to certain contracted and appointed employees.

RESOLUTION NO. _____

**A RESOLUTION MAKING A COST OF LIVING INCREASE AND MERIT INCREASE
FOR CERTAIN CONTRACT AND APPOINTED EMPLOYEES OF THE CITY OF BARTLESVILLE,
OKLAHOMA**

WHEREAS, the Bartlesville City Council has approved cost of living adjustments and merit increases for all general employees of the City of Bartlesville and desires to make the same for the City Attorney, City Judge, City Manager and Golf Professional.

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

That the wages in effect for the individuals holding the four positions above set forth are adjusted as follows:

1. That a 6% cost of living adjustment is hereby granted effective July 1, 2023;
2. That a 2.5% merit increase is hereby granted effective July 1, 2023;
3. That for the City Attorney, City Judge, City Manager and Golf Professional who have contracts, this Resolution shall constitute an amendment to the compensation provision of their contracts.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 3rd DAY JULY, 2023.

BY: _____
DALE COPELAND, MAYOR

ATTEST:

JASON MUNINGER, CITY CLERK
CFO

RESOLUTION _____

A RESOLUTION AMENDING THE BUDGET OF THE CITY OF BARTLESVILLE, OKLAHOMA FOR FISCAL YEAR 2023–2024, APPROPRIATING UNBUDGETED FUND BALANCE FOR THE GOLF COURSE MEMORIAL FUND.

WHEREAS, THE City of Bartlesville has unbudgeted Fund Balance in excess of \$31,090; and

WHEREAS, the City of Bartlesville needs to appropriate \$31,900 of these revenues prior to their expenditure;

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

The Municipal Golf Course Dept (445) of the Golf Course Memorial Fund (244) shall be increased as follows:

Other Improvements (55930) \$ 31,900

APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 3rd DAY OF JULY, 2023.

Mayor

Attest:

City Clerk

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A resolution amending the budget for the City of Bartlesville, Oklahoma for Fiscal Year 2023-24, appropriating unanticipated Fund Balance for the CIP Sales Tax Fund.

Attachments:

CIP Sales Tax Fund Unanticipated Fund Balance Resolution

II. STAFF COMMENTS AND ANALYSIS

The City received a matching portion of cost from the BRTA for the way finding signage project in the amount of \$160,000. These funds were not received in time to include in the operating budget therefore need to be appropriated prior to being utilized

III. RECOMMENDED ACTION

Staff Recommends approval of resolution to appropriate these unbudgeted funds.

RESOLUTION _____

A RESOLUTION AMENDING THE BUDGET OF THE CITY OF BARTLESVILLE, OKLAHOMA FOR FISCAL YEAR 2023–2024, APPROPRIATING UNBUDGETED FUND BALANCE FOR THE CIP SALES TAX FUND.

WHEREAS, THE City of Bartlesville has unbudgeted Fund Balance in excess of \$160,000; and

WHEREAS, the City of Bartlesville needs to appropriate \$160,000 of these revenues prior to their expenditure;

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

The Park Dept (431) of the CIP Sales Tax Fund (449) shall be increased as follows:

Other Improvements (55930)	\$ 160,000
----------------------------	------------

APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 3rd DAY OF JULY, 2023.

Mayor

Attest:

City Clerk

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Take action to approve engagement with Crawford and Associates P.C. for audit consulting services.

Attachments:

Engagement Letter

II. STAFF COMMENTS AND ANALYSIS

The City is required to annually perform an audit of financial statements. With the constant changes to accounting standards and interpretation of those standards, the City has chosen to hire a consultant to assist with the preparation of annual financial statements and general accounting and advisory assistance. This engagement is not to exceed \$25,000.

III. RECOMMENDED ACTION

City Staff recommends approval Crawford and Associates due to their lengthy work history with the City and overall expertise, vast knowledge, and quality of service.



March 5, 2023

Honorable Mayor and Members of the City Council
City of Bartlesville
401 S. Johnstone Ave.
Bartlesville, OK 74003

To the Honorable Mayor and Members of the City Council:

Crawford & Associates, P.C. is pleased that the City of Bartlesville (the City) continues to express its confidence in our firm and our state and local government expertise. We look forward to a continued long and successful relationship as an integral financial management resource to the City of Bartlesville management and governing body.

We are prepared to provide a full range of accounting and consulting services to the City of Bartlesville contingent upon approval of your management and/or governing body. The purpose of this engagement letter is to identify the scope of available services from Crawford & Associates, the specific initial services requested at this time, and to confirm the terms, objectives, and limitations of our engagement services.

Scope of Services

The scope of professional services that are available and can be provided to the City of Bartlesville are outlined below under the heading *Scope of Available Services*. While this listing includes a range of services available from Crawford & Associates, the specific initial services requested to be provided at the current time are separately identified under the heading *Initial Services Requested*. Any additional services that are available from Crawford & Associates beyond these initially requested services can be provided upon subsequent specific request and agreement.

Scope of Available Services

- Preparation of Annual Financial Statements
- General Accounting and Advisory Assistance
- Budget Preparation and Amendment Assistance
- Capital Asset Records and Accounting Assistance
- Information Technology System Assistance
- Internal Control Policies and Procedures Assistance
- Labor Relations Consulting
- Laws and Regulations Compliance Assistance
- Investigation of Allegations or Concerns
- Tax and Other Regulatory Report Assistance

Initial Services Requested

- Preparation of Annual Financial Statements
- Schedule of Federal Expenditures (including schedule and notes)
- General Accounting and Advisory Assistance

Services Related to the Preparation of Annual Financial Statements

You have requested that we prepare the annual financial statements of the financial reporting entity of the City of Bartlesville, Oklahoma as of and for the year ended June 30, 2023. Such financial statements will include:

- a. Basic Financial Statements, including notes to the financial statements
- b. Required Supplementary Information
- c. Supplementary Information (to the extent management elects to include)
- d. Other Information (to the extent management elects to include)

Crawford & Associates' Responsibilities

The objective of our engagement is to prepare the annual financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARSS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Management Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARSS:

- a. The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements
- b. The prevention and detection of fraud
- c. To ensure that the entity complies with the laws and regulations applicable to its activities
- d. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements

e. To provide us with:

- i. Documentation, and other related information that is relevant to the preparation and presentation of the financial statements,
- ii. Additional information that may be requested for the purpose of the preparation of the financial statements, and
- iii. Unrestricted access to persons within the City of Bartlesville, Oklahoma, of whom we determine necessary to communicate.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

Other Requested and Available Services

In conjunction with the other requested and available services (other than the preparation of the annual financial statements) as identified in the Scope of Services section of this letter, Crawford & Associates will be responsible for providing such services upon request in accordance with the applicable professional standards of the AICPA. It is anticipated that most if not all of these other services will be performed in accordance with the standards applicable to consulting services as prescribed by the AICPA.

Crawford & Associates, is not obligated to, but may report or otherwise communicate to management any recommendations, it determines necessary, resulting from the professional services provided.

Management and the governing body will be responsible for establishing the scope of our other professional services to be provided and for providing the necessary resources allocated to the work; such responsibility includes determining the nature, scope, and extent of the services to be performed, providing sufficient appropriation for the estimated cost of these services, providing overall direction and oversight for each service, and reviewing and accepting the results of the work.

Access to Working Papers and Reports

Any working papers prepared by Crawford & Associates in connection with performing the financial statement preparation and other professional services are the property of Crawford & Associates. Upon request, copies of any or all working papers and reports that we consider to be nonproprietary will be provided to management. Management may make such copies available to its external auditors and to certain regulators in the exercise of their statutory oversight responsibilities. Such copies may not be made available to any other third party without the prior written consent from Crawford & Associates.

Fees and Costs

Fees and out-of-pocket expenses for this engagement will be billed as the work progresses and payable upon receipt of our invoices. Out-of-pocket expenses include such costs incurred by Crawford & Associates in providing the services including travel, lodging, telecommunications, printing, document reproduction, and the like. Our fees for these services will be billed at our standard hourly rates, as follows, for the individual performing such services based on the actual number of hours of work, including travel time, performed by that individual.

Standard Hourly Rates:

- Firm President \$265
- Shareholders \$180
- Senior Managers \$160
- Managers \$140
- Senior Professional Staff \$120
- Professional Staff \$80
- Clerical Staff \$50

Because Crawford & Associates has no direct control over the type and amount of services requested by the management or the governing body during the term of this engagement, nor does Crawford & Associates have direct control over the quality of your accounting system or records, potential turnover of your staff, or your staffing levels, resources, or capabilities, it is impractical for us to provide an accurate amount of hours that will be required for the services requested or a not-to-exceed limit on fees and expenses charged. We will rely on you to provide us with a copy of approved purchase orders, containing estimated fees and expenses, monitor the cumulative fees and expenses charged, and notify us if and when the cumulative amount approaches the total appropriated level estimated. You also agree to provide sufficient appropriation for all services requested prior to the services being performed. For purposes of purchase order preparation, we will perform the requested services at a fee not to exceed \$25,000, unless the City requests additional services outside the scope of this agreement, or substantial changes are made to the City's reporting entity or annual activity, or turnover of key staff at the City occurs, at which we will approach management and possibly the governing body at that time about possible adjustments to our fee range. In the event we complete FY 2023 prior to the end of FY 2024, we may begin interim preparations in the spring of 2024 to facilitate a more timely issuance of FY 2024's financial statements.

The term of this engagement is a period from July 1, 2023 through June 30, 2024. Crawford & Associates may perform additional services upon receipt of a formal request from management or the governing body with terms and conditions that are acceptable to both parties.

The agreements and undertakings contained in this engagement letter, shall survive the completion or termination of this engagement.

Acceptance

Please indicate your acceptance of this agreement by signing in the space provided below and returning this engagement letter to us. A duplicate copy of this engagement letter is provided for your records. We look forward to continuing our professional relationship with the City of Bartlesville.

Respectfully submitted and agreed to by,



Frank Crawford
Crawford and Associates, P.C.

Accepted and agreed to for the City of Bartlesville:

By: _____

Title: _____

Date: _____

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

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

Attachments:

Proposed agreement

II. STAFF COMMENTS AND ANALYSIS

In 1947, the City of Bartlesville acquired a plot of land situated at the corner of West Frank Phillips Boulevard and Santa Fe Street, which later became known as the "Play Pen." Over time, the park grew with the support of Mr. and Mrs. Beasley and their church families, who purchased rides for the park. By 1953, the City notified the park about a potential land sale to a local businessman, necessitating the relocation of the park to a section of Johnstone Park.

Expansion Agreement:

To facilitate the further expansion of Kidde Park, an agreement has been created, allowing for growth towards the north and west. The proposed expansion will include an area as legally described in the accompanying exhibit. The agreement is set to expire in 2043, coinciding with the termination of the previous lease agreement. The expansion agreement has been reviewed and approved by the appropriate City departments and is ready for Council consideration.

This Lease is for 20 years with each year costing \$1.00 payable in advance in yearly installments on the first day of each and every calendar year during the entire term of this lease.

III. RECOMMENDED ACTION

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

KIDDIE PARK
Lease Agreement

THIS AGREEMENT is made this _____ day of _____, 2023 between City of Bartlesville, a Municipal Corporation, as "Lessor" and _____, an Oklahoma Organization as "Lessee".

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

1. LOCATION.

A TRACT OF LAND LYING IN THE NORTHEAST QUARTER (NE/4) OF SECTION TWELVE (12) IN TOWNSHIP TWENTY-SIX (26) NORTH OF RANGE TWELVE (12) EAST OF THE INDIAN MERIDIAN, WASHINGTON COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NE/4; THENCE S01°13'55"E ALONG THE EAST LINE OF SAID NE/4 A DISTANCE OF 695.28 FEET; THENCE LEAVING SAID EAST LINE, S88°46'05"W A DISTANCE OF 549.71 FEET TO THE TRUE POINT OF BEGINNING; THENCE N89°03'10"W A DISTANCE OF 8.24 FEET; THENCE S00°33'02"W A DISTANCE OF 21.52 FEET; THENCE S89°24'42"W A DISTANCE OF 50.80 FEET; THENCE N07°38'08"W A DISTANCE OF 11.69 FEET; THENCE S82°21'52"W A DISTANCE OF 41.20 FEET; THENCE N07°38'08"W A DISTANCE OF 8.00 FEET; THENCE S82°21'52"W A DISTANCE OF 54.77 FEET; THENCE N06°04'02"W A DISTANCE OF 74.26 FEET; THENCE S84°58'38"W A DISTANCE OF 25.37 FEET; THENCE S05°01'22"E A DISTANCE OF 15.61 FEET; THENCE S83°12'29"W A DISTANCE OF 45.35 FEET; THENCE S77°43'32"W A DISTANCE OF 41.02 FEET; THENCE S61°49'17"W A DISTANCE OF 34.63 FEET; THENCE ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 18.77 FEET, A CHORD WHICH BEARS N64°20'03"W, A CHORD LENGTH OF 17.02 FEET AND AN ARC LENGTH OF 17.66 FEET; THENCE N18°08'11"W A DISTANCE OF 22.60 FEET; THENCE N59°32'11"E A DISTANCE OF 288.35 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 55.00 FEET, A CHORD WHICH BEARS S59°13'57"E, A CHORD LENGTH OF 96.42 FEET AND AN ARC LENGTH OF 117.56 FEET; THENCE S01°59'54"W A DISTANCE OF 136.34 FEET TO THE POINT OF BEGINNING, CONTAINING 39723 SQUARE FEET OR 0.91 ACRES, MORE OR LESS.

Attached: Exhibit A

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

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

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

3. SECURITY DEPOSIT. Lessee has deposited with Lessor the sum of Zero and No/100 dollars (\$0.00) as security for the faithful performance and observance by Lessee of the terms, provisions, covenants, and conditions of this Lease. Lessor may use, apply, or retain the whole or any part of the security so deposited to the extent required for the payment of any rent or any other sum whatsoever which Lessor may expend by reason of Lessee's default of this Lease or by reason of, in Lessor's sole judgment, any repairs necessary to put the Premises in the condition in which it is to be surrendered by Lessee to Lessor as set forth in Section 22, SURRENDER OF PREMISES, of this Lease. In the event that Lessee shall fully and faithfully comply with all of the terms, provisions, covenants, and conditions of this Lease, and subject to the conditions as herein provided, the security deposit shall be returned to Lessee within sixty (60) days after the expiration of this Lease or any extensions or renewals thereof and after delivery of entire possession of the Premises. The security deposit shall not be used by Lessee to replace the last month's rent.
4. TERM. The term of this Lease shall be for a period of twenty (20) years, beginning on the 30th day of March, 2023. The Lease shall terminate on March 30th of 2043
5. TENANT'S INSTALLATION. Except as provided for initially by Lessor, Lessee at its own expense shall provide, install, and maintain all necessary fixtures, light fixtures, floor coverings, interior painting and decorating, and other equipment required by Lessee. Lessee agrees to maintain, repair and replace, if necessary, all heating, ventilating and air conditioning equipment, including all duct work, located in the Premises at its own expense in accordance with generally accepted industry standards which shall include at least two (2) inspections by a licensed HVAC contractor, approved in writing by Lessor, per lease year and at all times

comply with all local and federal codes pertaining to such equipment. Lessee shall provide Lessor with written evidence of such HVAC inspections. It is understood that all heating, ventilating and air conditioning equipment, including all duct work and thermostats, now located or hereafter installed in the demised premises is the property of Lessor, and at the expiration of this Lease the Lessee shall not have the right to remove same.

6. **SIGNS.** Lessee shall maintain a sign on the property subject to the prior written approval of Lessor.
7. **USE.** Lessee agrees to continuously operate in the Premises during ordinary and regular business hours a business commonly known as Bartlesville Kiddie Park facility and the City of Bartlesville for the purposes of providing an amusement park. Lessee shall, at Lessee's sole cost and expense, promptly comply with all statutes, ordinances, rules, orders, regulations and/or requirements of all county, municipal, state, federal, and other applicable governmental authorities now in force, or which may hereinafter be in force, pertaining to the Premises and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereinafter be in force including all rules and regulations made by Lessor in connection with the general operation and development of the center.
8. **REPAIRS.** Lessee is to keep in good repair all parts of the property, including roof, gutters, walls, buildings, and exterior doors. Repair and replacement of glass shall be the responsibility of the Lessee as well as the repair of all damage to the premises (exterior or interior) caused by improper maintenance or replacement of equipment required to be maintained or replaced by Lessee as herein provided. Lessee shall keep all electric signs, and lighting from dusk until dawn every day, including Sundays and holidays. Lessee shall be held fully responsible for any and all damages, losses, and expense in any manner incurred by Lessor for any damage caused to the facility by the acts or omissions of Lessee or its agents, representatives, contractors, and employees. All pest control, including termite control and protection, shall be the responsibility of Lessee. Lessee is to keep in good repair all of the interior portions of its Premises including all plumbing lines and fixtures, floor coverings, ceilings, hot water heaters, electrical fixtures, electrical wiring, and upon termination hereof agrees to deliver to Lessor the Premises in as good a condition as accepted hereunder with the exception of usual wear and tear. Lessee has inspected the Premises and accepts the Premises in its "as is" condition on the date hereof unless by separate written agreement or by further provision herein alterations to be made by Lessor are specifically set forth and agreed to by both parties. In the case of utilities, Lessee's responsibility for repair shall include all meters servicing the Premises and all service lines, plumbing lines, and wiring from said meters to the Premises. If Lessee fails to promptly perform any maintenance or repair required to be performed by it under this Section and Section 5, TENANT'S INSTALLATION, Lessor may do so upon reasonable notice to Lessee, in which event Lessee shall reimburse Lessor for its cost incurred.
9. **ALTERATIONS.** Lessee, at its sole cost and expense, may alter or remodel the Premises in connection with the operation of its business, provided the structural strength of exterior appearance of the facility is not impaired and subject to Lessor's written approval. Any removal of trees must be coordinated and approved by the Lessor. Lessee may place in the Premises such fixtures and equipment as it shall deem desirable and may remove from the premises at any time any or all equipment, fixtures, or property; provided, however, that any permanent improvements, including wall to wall carpeting, placed therein by Lessee shall become the property of the Lessor and provided that any damage caused to the Premises by the removal of any property shall be repaired by the Lessee at its sole expense. Any placement of rides must be approved by the Lessor prior to placement due to city infrastructure and must be able to be moved within a maximum of a 24 hour period for any repairs to city infrastructure. See Section 22, SURRENDER OF PREMISES.
10. **LIABILITY.** Lessor shall not be liable for any damages to the Premises of whatsoever nature unless the same results directly from Lessor's negligence. All personal property of any kind or description whatsoever in the Premises shall be at the Lessee's sole risk, and the Lessor shall not, under any condition, be liable for any damage done to, or loss of, such personal property. Lessee shall take good care of the Premises but shall not be liable for any general damage to the premises which may be caused by or arise out of ordinary usage, deterioration or casualty excepting only that damage which is directly caused by Lessee's negligence or Lessee's invitees.
11. **DEFAULT.** The following shall be defaults under this Lease:
 - a. Failure by Lessee to pay any rent or other amount when due hereunder within ten (10) days after Lessee's receipt of written notice of non-payment, provided however, Lessor shall not be required to give notice of non-payment on more than two occasions during any calendar year. For each written notice of default that Lessor sends to Lessee in connection with Lessee's

breach of any obligation or condition of this Lease, Lessee shall pay to Lessor, as additional rent, the sum of \$50.00 (subject to increase over the term), due and payable by Lessee together with the next due installment of base rent;

- b. Failure by Lessee to perform or observe any other provision of this Lease for more than 20 days after written notice of such failure, except that Lessee shall not be in default if Lessee commences corrective action within said 20 day period and thereafter continues the same with due diligence to completion;
- c. The bankruptcy or insolvency of Lessee, or the filing by or against Lessee of a petition in bankruptcy or for reorganization or arrangement, or the appointment of a receiver or trustee of all or a portion of Lessee's property, or Lessee's assignment for the benefit of creditors; or
- d. Lessee shall abandon Premises, or if this Lease is taken under any writ of execution.

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

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

- 12. **CASUALTY.** It is agreed that in the event of fire or other destruction of the property whereby occupancy of the Premises by Lessee is not reasonably possible, Lessee shall be relieved of paying any payments due hereunder during the term necessary for the repair or rebuilding of the structures provided, however, in no event shall such term be more than six (6) months. In the event of an occurrence as herein stated, Lessor may at its option cancel this Lease and the same shall be null and void thereafter, or Lessor may notify Lessee within thirty (30) days from the occurrence of such event of its intent to repair or rebuild the structure. It is understood that the Premises as rebuilt will be substantially the same as at the beginning of the term hereof, and Lessee shall be responsible for all fixtures, equipment, and other items necessary for the maintenance of its business not incorporated as a part of the Premises pursuant to the terms hereof.
- 13. **PROPERTY LOSS AND LIEN CLAIMS.** All property kept, stored, or maintained in the Premises shall be so kept, stored, or maintained at the sole risk of Lessee. Lessee agrees to pay and discharge any mechanic's or material man's lien or other lien against the Premises or Landlord's interest therein claimed in respect of any labor, services, materials, supplies, or equipment furnished or alleged to have been furnished to or upon the request of Lessee, provided that Lessee may contest such lien claim and provided the Lessee shall first discharge the property from such lien by furnishing and filing at its own expense, in the name of the Lessee or in the name of the Lessor as may be required, a surety bond for that purpose as authorized by Title 42 Oklahoma Statutes Annotated, § 147.
- 14. **SUBORDINATION.** Lessee agrees that this Lease is and shall be subordinate to any bona fide mortgage which has been or which hereafter be placed upon the Premises, provided that any such mortgage shall give Lessee the right to remain in the premises under the terms of this Lease so long as Lessee is current in the performance of all of Lessee's obligations notwithstanding any default on the mortgage by Lessor. Lessee agrees to execute any documents in addition to this Lease which may be required to effectuate such subordination, and failing to do so within ten (10) days after written demand, does hereby make, constitute, and irrevocably appoint Lessor as Lessee's attorney-in-fact and in Lessee's name, place and stead so to do. At any time and from time to time, Lessee agrees upon request in writing from Lessor to execute, acknowledge, and deliver to Lessor a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and the dates to which fixed rent and other charges have been paid.
- 15. **LESSEE'S TAXES.** Lessee shall be liable for all taxes levied against personal property and trade fixtures placed by Lessee in or about the Premises. Lessee in this case is a governmental entity and not subject to taxes.
- 16. **LESSEE HOLDING OVER.** In the event Lessee remains in possession of the Premises after

expiration of the tenancy created hereunder, and without the execution of a new Lease, it shall be deemed to be occupying said premises as a Lessee from month to month, at the total monthly payment, subject to all the other conditions, provisions, and obligations of this Lease, insofar as the same are applicable to a month-to-month tenancy.

17. LESSEE RENEWAL – FIRST RIGHT OF REFUSAL - The Lessee shall have the first right of refusal to sign a new lease after the conclusion of this lease. The Lessee shall have a period of thirty (30) days to notify the lessor, and if accepted, the lessor shall be given ninety (90) days to complete the renewal.
18. UTILITIES. Lessee shall, upon the execution of this Lease, have all utilities to the Leased premises placed in the name of Lessee and shall be solely responsible for and promptly pay all charges for water, gas, electricity, garbage collection, or any other utility used or consumed in the Premises.
19. LATE CHARGE. Lessee agrees to pay, as additional rent, a "late charge" equal to ten percent (10%) per month of the total monthly payment of rent, CAM, and other charges as herein provided when any monthly installment is paid more than ten (10) days after due date thereof. It is hereby understood that all late charges are for extra expenses incurred by the Lessor and shall not be considered interest.
20. RIGHT OF ENTRY BY LESSOR. Lessor may enter upon the Premises to inspect the same and to determine Lessee's compliance with the provisions of this Lease.
21. SURRENDER OF PREMISES. For the period of six (6) months prior to the expiration of the term of this Lease or any renewal or extension thereof, Lessor shall have the right to display on or about the Premises the customary sign "FOR LEASE" and during such period Lessor may show the Premises and all parts thereof to prospective tenants during normal business hours. By not later than 5:00 p.m. on the last day of the term of this Lease, any renewal or extension thereof, or agreed upon holdover period, Lessee shall peaceably surrender the Premises in good order, condition, and repair, broom-clean, and reasonable wear and tear only excepted. Lessee shall, at such time and at its expense, provide Lessor with written certification from a licensed heating and air conditioning contractor, approved in writing by Lessor, that all HVAC equipment is in good operating condition and that no exceptions to such condition exist including weather conditions and temperature. Lessee shall, at its expense, remove its trade fixtures (not including floor covering and lighting fixtures and equipment) and signs from the Premises and any property not removed shall be deemed abandoned unless Lessor specifically requires such removal. All permanent improvements such as partitions, etc., shall remain the property of Lessor unless Lessor specifically requests such improvements to be removed. All damage caused by any removal of any kind shall be repaired by and at Lessee's expense. All damage other than normal wear and tear to floor, walls, ceiling, light fixtures, plumbing and electrical systems shall be repaired by and at Lessee's expense. Lessee shall indemnify Lessor against loss, liability, or expense resulting from delay by Lessee in surrendering the Premises, or failure to leave the Premises in the condition required hereunder including but not limited to claims made by any succeeding Lessee founded on such delay.
22. NOTICES. Any notice required or permitted by this Lease to be given shall be deemed to have been given if deposited in any U.S. Post Office with postage for certified mail prepaid, and addressed as follows:

To Lessee: _____

To Lessor: CITY OF BARTLESVILLE
401 Johnstone Ave.
Bartlesville, Oklahoma 74003

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

tangible personal property from the Premises.

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

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

CITY OF BARTLESVILLE, a Municipal Corporation

BY: _____
Mayor-"Lessor"

BY: _____
"Lessee"

Attest:

Approved as to form:

City Clerk

City Attorney

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action on acknowledgement of Memorandum of Understanding Between the City of Bartlesville Fire Department and Cherokee Nation

Attachments:

Memorandum of understanding between City of Bartlesville Fire Department and The Cherokee Nation

II. STAFF COMMENTS AND ANALYSIS

Acceptance of MOU between City of Bartlesville Fire Department and Cherokee Nation Is required for Grant from Cherokee Nation for the amount of \$48,423.91 to be used To purchase Wildland fire gear and rope rescue equipment.

III. RECOMMENDED ACTION

Staff recommends the acceptance of the Memorandum of understanding between City of Bartlesville Fire Department and Cherokee Nation by Council



Cherokee Nation Public Safety Partners Grant Application

Grantee Organizational Information

Organization Name: <i>Bartlesville Fire Department</i>	Community Served: <i>Bartlesville, OK</i>
Circle one: <input checked="" type="radio"/> Fire <input type="radio"/> EMS <input type="radio"/> Emergency Management <input type="radio"/> E911 <input type="radio"/> Law Enforcement	
Employer Identification Number (EIN): <i>736 00 5079</i>	Date Submitting Proposal: <i>6-2-2023</i>
Tax Status: <input type="checkbox"/> 501(c)(3) <input checked="" type="checkbox"/> Other (please specify):	

Organization Contact

Name: <i>Brady Watson</i>	Title: <i>Fire Marshal</i>
Address: <i>601 S Johnstone</i>	
City/State/Zip: <i>Bartlesville, OK 74003</i>	
Phone: <i>918-331-7286</i>	Email: <i>abwatson@cityofbartlesville.org</i>
Award Amount:	

Project Summary:

What projects or purchases will be completed under this grant?

The Fire Dept. needs to purchase wildland Fire Fighting equipment and wildland personal protective equipment.

The Fire Dept. also needs rope rescue equipment.

Other Federal COVID-19 Relief Funding:

Has this organization received any other federal COVID-19 relief funding? YES NO
(If yes, please attach a brief detail of the funds received)

Project Cost Summary:

Categories total up to \$50,000 (**If the organization has already received funding through a Cherokee Nation Community Partners Grant, this total will be less that amount.)	
A. Supplies, Equipment	\$ <i>48,423.91</i>
B. Training	\$
C. Infrastructure	\$
D: Other detailed use	\$
Total	\$ <i>48,423.91</i>

MEMORANDUM OF UNDERSTANDING

The parties to this memorandum of understanding (MOU), the **[City of Bartlesville/Bartlesville Fire Department]** and **Cherokee Nation**, acknowledge and agree as follows:

1. The Cherokee Nation is a federally-recognized Indian tribe with its present tribal headquarters located south of Tahlequah, Oklahoma.
2. As the United States Congress recognized in Pub. L. 107-331, Title VI, § 602(3), the Cherokee Nation is the sovereign entity that entered into and is bound by the treaties it signed with the United States, including the treaties establishing the Cherokee Nation Reservation.
3. The United States and the Cherokee Nation were the only parties to these treaties. No other tribe shares with the Cherokee Nation the legal rights provided under the federal treaties entered into by the Cherokee Nation and the United States.
4. As such, under federal law, the Cherokee Nation is the only Indian tribe that enjoys the legal rights to, and sovereign authority over, the Cherokee Nation Reservation.
5. The Cherokee Nation possesses *exclusive tribal jurisdiction* within the boundaries of the Cherokee Nation Reservation.
6. The boundaries of the Cherokee Nation Reservation encompass the geographic area owned by the Cherokee Nation under the Treaty with the Cherokee, December 29, 1835, 7 Stat. 478, as modified under the Treaty of July 19, 1866, 14 Stat. 799, and the 1891 agreement ratified by Act of March 3, 1893, 27 Stat. 612.
7. Nothing contained in this MOU alters or diminishes either party's authority and/or jurisdiction within the boundaries of the Cherokee Nation Reservation.
8. **[City of Bartlesville/Bartlesville Fire Department]** is an entity that operates on a governmental and/or non-profit basis within the Cherokee Nation reservation, providing programs and/or services that have a positive impact on public safety within the Cherokee Nation Reservation, including but not limited to:
 - a. law enforcement services;
 - b. emergency dispatch services;
 - c. emergency medical services;
 - d. emergency fire response services.
9. Cherokee Nation has developed a COVID-19 response and recovery plan, known as Respond, Recover and Rebuild (RRR), funded in part by the federal American Rescue Plan Act (ARPA). Cherokee Nation's RRR plan includes support for other governments and community partners where such support furthers Cherokee Nation's COVID-19 response and recovery efforts. Provision of such support, including Beneficiary payments to organizations, is subject to Cherokee Nation and federal laws, regulation and policies, including ARPA. Cherokee Nation has determined that the provision of resources detailed herein comply with the aforementioned laws, regulations and policies, subject to future relevant reporting and compliance obligations under Cherokee Nation and federal law.
10. Cherokee Nation and **[City of Bartlesville/Bartlesville Fire Department]** mutually agree to achieve compliance with the use of resources provided under the RRR plan; by means of open communications, the execution of additional agreements and reports relevant to the subject of this MOU, while acting in compliance with Cherokee Nation and federal law, including ARPA SLFRF Guidance.

Signature page:

For Cherokee Nation

For Mayor of Bartlesville

Date: _____
Chuck Hoskin, Jr.
Principal Chief

Printed Name: _____
Title: _____

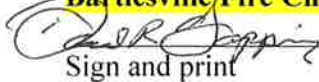
Date: _____

Cherokee Nation
PO Box 948
Tahlequah OK 74465

Address:

Concurrence:

Bartlesville Fire Chief

 _____
Sign and print

David R. Tepping

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approval of a design contract with Heckenkemper Golf Course Design for master planning services for Adams Municipal Golf Course.

Attachments:

Heckenkemper Design Contract

II. STAFF COMMENTS AND ANALYSIS

One of the discretionary projects planned for the 2020 General Obligation (GO) Bond is the Adams Golf Course Greens Rebuild. \$700,000 was included in the 2020 GO Bond to reconstruct half of the greens at Adams Golf Course. The newest greens at Adams were rebuilt in 2000. The rest of the greens are original to the course that was built in the early '60's. Generally, the serviceable life for greens is around 20 years before maintenance becomes difficult and playability degrades. It is estimated that the majority of the greens have lost 25% to 35% of the playing surface due to encroachment of the fringe. The master plan for Adams Golf Course was last updated in 1999 in advance of the green reconstruction project that was completed in 2000. The City Council approved projects for a GO Bond election in October, 2023 at the June 5th regular meeting. One of the priority projects included on that ballot will be additional funding to reconstruct the rest of the greens for \$1,200,000. Adams Golf Course staff have also secured private funding to supplement the original \$700K in GO Bond funds to offset inflation and ensure half of the greens can be completed with available funding, along with design services. Staff believes that updating the master plan before moving forward with design of the greens rebuild is important when potentially spending \$1.9MM in taxpayer money combined with on the order of \$500K in donor funding.

Staff has negotiated a contract with Heckenkemper Golf Course Design to update the Adams Golf Course Master Plan and add design services as a contract amendment later this summer to target beginning construction on Phase 1 of the greens rebuild next spring. Heckenkemper has proposed a price of \$39,500 for the master planning services. Staff originally anticipated between \$40K and \$50K for these services. Heckenkemper is one of the primary consulting firms who does this type of work in our region.

III. BUDGET IMPACT

While \$700K was approved in the 2020 GO Bond, the funds will not be available until the December, 2023 issuance of those bonds. The \$1.2MM greens rebuild budget approved for the 2023 GO Bond election planned for October was determined based upon an updated cost estimate to complete all 18 greens on the course, along with the chipping green, putting green, and green nursery. The private funding mentioned above was also factored in to make sure that sufficient

funding is in place for a complete project, including master planning and design services. Since GO Bond funding will not be available until December, 2023, staff proposes utilizing a portion of the donor funding for the master planning and design contracts. Sufficient funding is available from these sources.

IV. RECOMMENDED ACTION

Staff recommends awarding the design contract for Adams Golf Course Master Planning to Heckenkemper Golf Course Design in the amount of \$39,500.00.

CONTRACT FOR DESIGN SERVICES

This Contract for Design services for the development of ADAMS GOLF CLUB MASTER PLAN ("Contract") is entered into this _____ day of _____, 2023, by and between the City of Bartlesville, a municipal corporation ("City"), and its successors in interest, and PDG, LLC. d.b.a. Heckenkemper Golf Course Design ("Design Consultant").

WITNESSETH:

ADAMS GOLF CLUB MASTER PLAN

WHEREAS, the City intends to engage the services of the Design Consultant to prepare a Master Plan for Adams Golf Club in the City of Bartlesville and

WHEREAS, the Design Consultant will provide professional services for the project in accordance with this Contract, including the scope of work incorporated herein and as set forth in Exhibit A attached hereto; and

WHEREAS, the Design Consultant has been selected under the standards adopted procedures prescribed by The City of Bartlesville, and is made a part of this Contract by reference.

NOW, THEREFORE, in consideration of the mutual covenants contained hereinafter relating to the project, the parties agree to the following:

1. **Definitions.** All terms and phrases not expressly defined herein shall have their ordinary meanings, consistent with local and state law, except where the context clearly indicates a different meaning. For purposes of this Contract, the following terms and phrases shall have the meaning subscribed herein:
 - A. *Design Consultant Services* The performance of professional services such as consultations, investigations, reconnaissance, research, planning, design, preparation of construction drawings and specifications, in connection with the arranging of land and the elements thereon for public and private use and enjoyment, and all support items associated with the project as detailed in Exhibit A and in accordance with accepted professional standards.
 - B. *Contract Documents* Those documents required to construct, renovate and/or modernize the project, including but not limited to standard provisions, special provisions, drawings, plans and specifications.
 - C. *City* The officer of the City in charge of engineering, construction and maintenance contracts on public rights-of-way, on public lands and capital improvement projects.
 - D. *Estimated Construction Cost* That amount which has been designated as the maximum amount for the construction cost of the project

2. **Basic Services.** The Design Consultant is hereby engaged and employed by the City to perform in accordance with good Landscape Architectural practices and in the best interest of the City all of

the work as set out herein and including Exhibit A, which is attached hereto and incorporated as a part of this Contract.

3. **No Extra Work.** No claims for extra work of any kind or nature or character shall be recognized by or be binding upon the City unless such work or service is first approved in writing by the City.
4. **Compensation.** The aggregate total compensation for all Design Consultant services under this Contract shall not exceed a total fee of **\$39,500** for Basic Services as specifically set forth in Exhibit B, attached hereto and incorporated herein.
5. **Payments.**
 - A. Payment of claims for incremental work completed on each task may be submitted. Invoices for the amount and value of the work and services performed by the Design Consultant shall be submitted monthly to the City and shall meet the standards of quality as established under this Contract. The City agrees to pay the Design Consultant, as compensation for such Design Consultant services as listed herein. Professional consultants engaged for the normal structural, electrical or mechanical engineering services shall be billed to the City by the Design Consultant as part of the Design Consultant total compensation.
 - B. The Design Consultant shall present the invoice to the City for compensation and payment. The City will review the invoice and claim voucher for payment. Should the City question or request additional documentation or disapprove all or a portion of any invoice, the Design Consultant will be notified so that it may provide additional documentation sufficient to permit the invoice and claim to be paid, in whole or in part; provided, however, no invoices or claims shall be paid the aggregate of which are in excess of the "not to exceed" amounts or limitations established in Exhibit B.
 - C. Final payment shall not be deemed to waive any rights or obligations of the parties to this Contract.
6. **Indemnity.** To the fullest extent permitted by law, the Design Consultant agrees to release, defend, indemnify and save harmless the City and any participating public trust, their officers, agents and employees, from and against any and all loss of or damage to property, injuries to or death of any person or persons and/or all claims, damages, suits, costs, expenses, liability, actions or proceedings of any kind or nature whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from or arising out of the Design Consultant's negligent acts, operations, errors and/or omissions under or in connection with this Contract, or the Design Consultant's use and occupancy of any portion of the project site, including, without limitation, negligent acts, operations, errors and/or omissions of the Design Consultant's officers, employees, representatives, suppliers, invitees, contractors, subcontractors or agents. The Design Consultant shall promptly advise the City and any participating public trust, in writing, of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and the Design Consultant, at its expense, shall assume the defense of the City and any participating trust, with counsel satisfactory to the City and participating trust. This section shall survive the expiration of the Contract. Provided, however, the Design Consultant need not release, defend, indemnify or save harmless the City and any participating public trust, or their officers, agents and employees, from damages or injuries resulting from the negligence of the City and any participating public trust, their officers, agents or employees. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under the provisions hereof.
7. **Insurance.** Required insurance shall be carried and maintained throughout the term of this Contract, and certificates of insurance shall contain a provision by the insurer(s) to the effect that the policy(s) may not be canceled, fail to be renewed, nor the limits decreased by endorsement

without thirty (30) days prior written notice to the City and any participating public trust.

- A. During the term of the Contract, the Design Consultant shall provide, pay for, and maintain with companies satisfactory to the City and any participating public trust, the types of insurance described herein. All insurance shall be from responsible insurance companies eligible to do business in the state of Oklahoma. All liability policies (except professional liability policies) shall provide that the City and any participating public trust are named additional insureds as to the operations of the Design Consultant under this Contract and shall also provide the following Severability of Interest Provision:

With respect to claims involving any insured hereunder, except with respect to limits of insurance, each such interest shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured.

Promptly after notice of award of this Contract, the insurance coverage and limits required must be evidenced by properly executed certificates of Insurance. The certificate must be signed by the authorized representative of the insurance company(s) shown in the certificate with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to the City and any participating public trust on a timely basis if requested by the City and any participating public trust. The required policies of insurance shall be performable in Bartlesville, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

No less than thirty (30) days prior written notice by registered or certified mail shall be given to the City and any participating public trust of any cancellation, intent not to renew, or reduction in the policies' coverage except in the application of the aggregate limits provisions. In the event of a reduction in any aggregate limit, the Design Consultant shall immediately notify the City and any participating public trust and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the City and any participating public trust requests a written statement from the insurance company(s) as to any impairments to the aggregate limit, the Design Consultant hereby agrees to promptly authorize and have delivered to the City and any participating public trust such statement. The Design Consultant authorizes the City and any participating public trust to confirm all information so furnished as to the Design Consultant's compliance with its bonds and insurance requirements with the Design Consultant's insurance agents, brokers, surety and insurance carriers. All insurance coverage of the Design Consultant shall be primary to any insurance or self-insurance program carried by the City and any participating public trust.

- B. No work or occupancy of the premises shall commence at the site unless and until the required certificates of insurance are provided and in effect and the written notice to proceed is issued to the Design Consultant by the City and any participating public trust.
- C. The insurance coverage and limits required of the Design Consultant under this Contract are designed to meet the minimum requirements of the City and any participating public trust. Such coverage and limits are not designed as a recommended insurance program for the Design Consultant. The Design Consultant alone shall be responsible for the sufficiency of its own insurance program. Should the Design Consultant have any question concerning its exposures to loss under this Contract or the possible insurance coverage needed therefor, the Design Consultant should seek professional assistance.
- D. Any deductibles or self-insured retentions or any scheme other than a fully insured program

of general liability, automobile liability and/or employer's liability must be declared by the Design Consultant for approval in advance by the City and any participating public trust. At the option of the City and any participating public trust: (1) the Design Consultant shall require the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to the City and any participating public trust; or (2) the Design Consultant shall procure a bond guaranteeing payment of the losses and related investigations, claim administration and defense expenses not otherwise covered by the Design Consultant's insurance because of deductibles or self-insurance retentions; or (3) the Design Consultant shall provide owner's protection liability coverage with the City and any participating trust as the named insureds, for the commercial general liability requirement, in a combined single-limit bodily injury and property damage amount of One Million Dollars (\$1,000,000.00)

E. The Design Consultant shall provide the City the following insurance:

- (1) Worker's compensation and employer's liability. The Design Consultant shall maintain, during the term of the Contract, worker's compensation insurance as prescribed by the laws of the state of Oklahoma and employer's liability Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) each for all its employees employed at the site of the project, and in case any work is subcontracted, the Design Consultant shall require the subcontractor similarly to provide worker's compensation and employer's liability Insurance for all the subcontractor's employees, unless such employees are covered by the protection afforded by the Design Consultant. In the event any class of employees engaged in work performed under the Contract or at the site of the project is not protected under such insurance heretofore mentioned, the Design Consultant shall provide and shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected.
- (2) Commercial general liability insurance. The Design Consultant shall maintain during the term of the Contract sufficient commercial general liability Insurance to protect the Design Consultant and any additional insured(s) from claims for bodily injury, including death, as well as from claims from property damages or loss, which may arise from activities, omissions and operations under the Contract, whether such activities, omissions and operations be by the Design Consultant or by any subcontractor or by anyone directly or indirectly employed by or acting on behalf of or to the benefit of them. The amounts of such insurance shall be not less than the City's maximum liability under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, as amended from time to time and currently are:
 - a. Property damage liability in an amount not less than Twenty-Five Thousand Dollars (\$25,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.
 - b. All other liability in an amount not less than One Hundred Twenty-Five Thousand Dollars (\$125,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.
 - c. Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

Note: If commercial general liability coverage is written in a "claims-made" form, the Design

Consultant shall also provide tail coverage that extends a minimum of one year from the expiration of this Contract.

- (3) Automobile liability insurance shall be maintained by the Design Consultant as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles, with limits of not less than:

Bodily injury liability	\$125,000.00	Limit each person
	\$1,000,000.00	Limit each accident
Property damage liability	\$25,000.00	Limit each accident
	or	
Bodily injury and property damage liability	\$1,000,000.00	Combined single limit each accident

- (4) Valuable paper insurance in an amount not less than fifty percent (50%) of the Design Consultant's total fee to assure the restoration, in the event of their loss or destruction, of any field notes, drawings, documents, summaries, estimates, reports, specifications, data, as-built drawings, renderings, calculations, tracings, computer files, models or plans (hereinafter collectively referred to as "documents") obtained or prepared as a part of this Contract and the delivery of said documents to the City and any participating public trust upon the completion, expiration, cancellation or termination of this Contract. The City and any participating public trust are to be named as loss payee for its interest only.

- (5) Professional liability insurance. Before this Contract may become effective, the Design Consultant shall provide the City and any participating public trust with a certificate of insurance evidencing the Design Consultant's coverage under a Professional Liability Insurance Policy in an amount not less than \$1,000,000 aggregate annual limit of liability. Such insurance shall be maintained for a period of two (2) years after the completion of construction of this project.

Any lapse of insurance coverage is declared a breach of this Contract. The City and any participating public trust may, at its option, suspend this Contract until there is full compliance with this paragraph "Insurance" or terminate this Contract for nonperformance.

8. **Termination for Convenience.** The City may terminate this Contract, in whole or in part, for the City's convenience. The City may terminate by delivery of a notice to the Design Consultant, pursuant to paragraph "Notices" herein.

Upon receipt of the notice of termination, the Design Consultant shall (1) immediately discontinue all work and services affected (unless the notice directs otherwise), and (2), upon payment for work performed, deliver to the City all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated in performing this Contract, whether complete or incomplete unless the notice directs otherwise.

Upon termination for the convenience by the City, the City shall pay the Design Consultant for all work and services rendered, up to the time of the notice of termination, in accordance with the terms, limits and conditions of this Contract and as further limited by the not to exceed amounts set in this Contract.

The rights and remedies of the City provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

Termination herein shall not terminate or suspend any of the required provisions of paragraph "Indemnity" or "Insurance" of this Contract.

9. **Notices.** All notices given pursuant to this Contract shall be in writing, delivered or mailed by United States mail, postage prepaid or faxed (with hard copy follow up by mail or delivery) and addressed as follows:

To the City:

The City of Bartlesville
401 South Johnstone Avenue
Bartlesville, Oklahoma 74003
Attn: Micah Siemers, P.E., CFM
Director of Engineering
Phone Number: (918) 338-4256

To the Design Consultant:

PDG, LLC. d.b.a. Heckenkemper Golf Course Design
5314 South Yale Ave., Suite 510
Tulsa, Oklahoma 74135
Attn: Jim Crosby, ASLA, President
Phone Number: (918) 628-1255

The address of any person or party may be changed by notice to the other party, given in the manner described above. All such notices shall be deemed received when delivered.

10. **Stop Work.** Upon notice to the Design Consultant, the City may issue a stop work order suspending the performance of work and/or services under this Contract. The stop work order shall not terminate or suspend any of the required provisions of paragraph "Indemnity" and/or "Insurance" of this Contract. In the event the City issues a stop work order to the Design Consultant, the City will provide a copy of such stop work order to the contractor.
11. **Compliance with Laws, Ordinances, Specifications and Regulations.** The Design Consultant shall comply with all existing federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the work and/or services provided by this Contract.
12. **Records and Accounts.** During the term of this Contract and continuing for a period the longer of five (5) years after the final acceptance of the completed project by the City, or until the final resolution of any outstanding disputes between the City and the Design Consultant or the contractor(s) on the project, the Design Consultant shall maintain: all documents, notes, drawings, specifications, reports, estimates, summaries, renderings, models, photographs, field notes, as-built drawings, information, survey results, plans, computer files and any other materials produced, created or accumulated in performing this Contract that have not been submitted to the City subsequent to final completion of the project and its internal accounting records, and other supporting documents pertaining to the claims and/or invoices for costs of work and/or services of this Contract. The Design Consultant must maintain its accounting records in accordance with generally accepted accounting principles applied on a consistent basis. The Design Consultant shall permit periodic audits by the City and the City's authorized representative. The periodic audits of the records in support of claims and invoices for the Contract shall be performed at times and places mutually agreed upon by the City and Design Consultant. Agreement as to the time and

place for audits may not be unreasonably withheld.

13. **Reporting to the City.** The Design Consultant shall report to the City on a regular monthly basis and on an as needed basis.
14. **Prohibition Against Collusion.** The Design Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Design Consultant to solicit or secure this Contract. The Design Consultant further warrants that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Design Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. In addition, the Design Consultant must execute the Anti-collision Affidavit, attached as Exhibit C, prior to the effective date of this Contract.
15. **Sub-consultant, Subcontractor or Employee Conflict of Interest.** Any work performed by the Design Consultant's employees, sub-consultants or subcontractors on this project shall prohibit said persons from contracting with, working for, or otherwise assisting any potential bidder to do any project-related work for the bidder which may in any way be (or construed to be) a conflict of interest. It is the responsibility of the Design Consultant to require all employees, sub-consultants, or subcontractors engaged by the Design Consultant of any business relationship (formal or otherwise) which may pertain directly or indirectly to this project and/or which may in any way be (or construed to be) a conflict of interest. The Design Consultant will subsequently notify the City of any such business relationship and/or conflict of interest. Any conflict of interest discovered by the City may be cause for rejection of the bid in question and/or cancellation of the Design Consultant's contract.
16. **Work Orders.** The Design Consultant shall proceed with the provision of work and/or services for this Contract upon Council approval and receipt of an executed copy of the Contract with a Notice to Proceed.
17. **Ownership of Documents.** All documents, notes, drawings, specifications, reports, estimates, summaries, computer files, renderings, models, photographs, field notes, as-built drawings, information, survey results, plans, computer files and any other materials produced, created or accumulated in performing this Contract, are and shall remain the property of the City and may be reproduced, distributed and published in whole or part without permission or any additional payments or fees to the Design Consultant. Reuse of said documents by the City shall be at the City's risk and responsibility and not that of the Design Consultant. The parties may use any portions of said documents at their own risk and responsibility. During preparation of design documents, the Design Consultant shall do weekly backups of CADD computer files and maintain said backups in a safe and secure off-site location. These back up CADD computer files are the property of the Design Consultant.
18. **References Not Incorporated.** The use of language or definitions from the Federal Acquisition Regulations, the ("FAR"), the American Institute of Architects ("AIA"), the American Society of Landscape Architects ("ASLA") or any other publication, is not intended to adopt by reference or otherwise any or all of the language, definitions, regulations or publications or any interpretation.
19. **Standard of Care.** In providing the work and services herein, the Design Consultant shall maintain during the course of this Contract the standard of reasonable care, skill, diligence and professional competency for such work and/or services. The Design Consultant agrees to require all of its consultants, by the terms of its consultants' contracts, to provide services at the same standard of reasonable care, skill, diligence and professional competence required of the Design Consultant.
20. **Estimated Construction Cost.** If the lowest and best bid proposed in response to a timely

solicitation of bids for construction of the project, in accordance with the bidding documents provided by the Design Consultant, exceeds the estimated construction cost or funds available for this project, the Design Consultant, at no increase or additional cost to the City, shall redesign the project and redraft the bidding documents so that the construction bids pursuant to a subsequent solicitation come within the estimated construction cost.

21. **Design Corrections.** The Design Consultant agrees to make any necessary corrections to the designs, drawings, specifications or other documents, work or services furnished, when such documents or services contain any errors, deficiencies or inadequacies caused by the Design Consultant, at no cost to the City. The Design Consultant further agrees to be liable for any damages caused by its negligence and/or the negligent failure to timely discover and/or make such necessary corrections. The Design Consultant is not relieved of liability for design errors, deficiencies or inadequacies undiscovered by the City upon its review or inspection, nor is the Design Consultant relieved from liability for the City's lack of review or inspection of said documents.
22. **Notice of Design Limitations.** The Design Consultant will immediately advise the City at any time it believes that the project being designed will exceed, or is likely to exceed, the allocated cost for construction as set forth in this Contract.
23. **Sub-consultants.** The Design Consultant agrees to submit for approval by the City, prior to their engagement, a list of any sub-consultants or subcontractors the Design Consultant intends to engage to perform work and/or services related to this Contract. Such approval will not be unreasonably withheld.
24. **Nondiscrimination.** In connection with the performance of work and/or services under this Contract, the Design Consultant agrees as follows:
 - A. The Design Consultant shall not discriminate against any employee or applicant for employment because of age, race, creed, color, sex, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). The Design Consultant shall take affirmative action to ensure that employees or applicants for employment are treated without regard to their age, race, creed, color, national origin, sex, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3 (2). Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination or cancellation, rates of pay or other forms of compensation and selection for training, including apprenticeship.
 - B. In the event of the Design Consultant's noncompliance with this nondiscrimination clause, this Contract may be suspended, canceled or terminated by the City. The Design Consultant may be declared by the City ineligible for further contracts or agreements until compliance, and/or satisfactory proof of intent to comply shall be made by the Design Consultant.
 - C. The Design Consultant agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this Contract. The Design Consultant shall also execute the nondiscrimination certificate, attached and incorporated as Exhibit D, prior to the effective date of this Contract.
25. **Assignment.** Inasmuch as this Contract is a personal and professional service agreement which relies upon the personal and professional integrity, financial standing and unique ability and expertise of the Design Consultant to provide professional and personal services to the City, the parties agree that the Design Consultant may not assign its obligations, rights or interest in this

Contract except as set forth in paragraph "Termination for Default" subparagraph B.

26. **Termination for Default.** The City may cancel this Contract in whole or in part, for failure of the Design Consultant to fulfill or promptly fulfill its obligations under this Contract.
- A. After due notice and thirty (30) days within which to correct the default, this Contract may be terminated by either party for default upon fourteen (14) days written notice should the other party fail substantially to perform in accordance with the Contract terms through no fault of the party initiating the termination.
- B. If this Contract is terminated by reason of a default of the Design Consultant prior to the completion of this project, regardless of the reason for said termination, the Design Consultant shall immediately assign to the City any contracts and/or agreements relative to this project entered into between the Design Consultant and its subcontractors and sub-consultants, as the City may designate in writing and with the consent of the subcontractors and sub-consultants so designated. With respect to those contracts and/or agreements assigned to and accepted by the City, the City shall only be required to compensate such subcontractors and sub-consultants for compensation accruing to such parties under the terms of their agreements with the Design Consultant from and after the date of such assignment to and acceptance by the City. All sums claimed by such subcontractors or sub-consultants to be due and owing for services performed prior to such assignment and acceptance by the City shall constitute a debt between the Design Consultant and the affected subcontractors or sub-consultants, and the City shall in no way be deemed liable for such sums. The Design Consultant shall include this provision and the City's rights and obligations hereunder in all agreements or contracts entered into with the Design Consultant's subcontractors and sub-consultants.
- C. Termination herein shall not terminate or suspend any of the required provisions of the paragraph "Indemnity" or "Insurance" of this Contract.
27. **Time Is of the Essence.** Both the City and the Design Consultant expressly agree that time is of the essence with respect to this Contract, and the time for performance of each task established by the work orders shall be made a part of this Contract and shall be strictly observed and enforced. Any failure on the part of the City to timely object to the time of performance shall not waive any right of the City to object at a later time.
28. **No Damage for Delay.** No payment, compensation or adjustment of any kind (other than an approved extension of time) shall be made to the Design Consultant for damages because of hindrances or delays from any cause in the progress of the work, whether such hindrances or delays are avoidable or unavoidable. The Design Consultant agrees that it will make no claim for compensation or damages for any such delays and will accept as full satisfaction for such delays the extensions of time.
29. **Severability.** In the event that any provision, clause, portion or section of this Contract is unenforceable or invalid for any reason, such unenforceability or invalidity may not affect the enforceability or validity of any other paragraph or the remainder of this Contract.
30. **Claims and Disputes.** The Owner and Design Consultant shall endeavor to resolve claims, disputes, and other matters in question between them by participating in a settlement meeting to obtain a mutual agreement that resolves the claim or dispute.
31. **Entire Agreement.** This Contract, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the City and the Design

Consultant concerning the Contract. Neither the City nor the Design Consultant has made or shall be bound by any agreement or any representation to the other concerning this Contract which is not expressly set forth herein.

32. **Amendment**. This Contract may be modified only by a written amendment of subsequent date hereto, approved by the City and the Design Consultant. In the event the Design Consultant's scope of work is increased or changed so as to materially increase the need for Design Consultant services in excess of the not to exceed total compensation, the Design Consultant may seek to amend this Contract.
33. **Execution in Counterparts**. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
34. **Descriptive Headings**. The descriptive headings of the sections of this Contract are inserted or annexed for convenience of reference only and shall not affect the meaning, construction, interpretation or effect of this Contract.
35. **Construction and Enforcement**. This Contract shall be construed and enforced in accordance with the laws of the State of Oklahoma. In the event of ambiguity in any of the terms of this Contract, it shall not be construed for or against any party on the basis that such party did or did not author the same.
36. **Survival of Representations**. All representations and covenants of the parties shall survive the expiration of the Contract.
37. **Parties Bound**. This Contract shall be binding upon and inure to the benefit of all parties. This Contract is solely for the benefit of the parties and their successors in interest, and none of the provisions hereof are intended to benefit third parties.
38. **Venue of Actions**. The parties agree that if any legal action is brought pursuant to this Contract, such action shall be instituted in the District Court of Oklahoma County.
39. **Effective Date**. The effective date of this Contract shall be the date of execution of this Contract by the City.

IN WITNESS WHEREOF, this Contract was approved and executed by the City of Bartlesville this _____ day of _____, 2023.

ATTEST:

THE CITY OF BARTLESVILLE

City Clerk

Mayor

IN WITNESS WHEREOF, this Contract was executed and approved by the Design Consultant this

29 day of June, 2023.

PDG, LLC. d.b.a. HECKENKEMPER
GOLF COURSE DESIGN



President

**EXHIBIT A
SCOPE OF WORK
ADAMS GOLF CLUB MASTER PLAN**

BASIC SERVICES

TASK 1 PROJECT PROGRAMMING & CONCEPTUAL MASTER PLAN

HGCD will hold a kickoff meeting with the City and Golf Staff to identify the needs, goals and objectives for the project. HGCD will work with the City to determine the level of public input desired for the project and establish the best methods for outreach.

Using a topographic base with aerial photography supplied by the City, HGCD will then begin a thorough analysis of the golf course to identify strengths and weaknesses. Each hole will be studied to determine appropriate design, construction, or maintenance solutions. Each hole will be evaluated pertaining to the following criteria:

- | | | |
|----------------|-----------------------------|----------------|
| 1) Strategy | 4) Framing of Target Areas | 7) Aesthetics |
| 2) Shot Value | 5) Directional Support | 8) Maintenance |
| 3) Playability | 6) Separation of Golf Holes | |

The principal areas of focus will be the following:

- | | | |
|------------------------------|-----------------|------------------------|
| 1) Putting Greens | 4) Sand Bunkers | 7) Practice Facilities |
| 2) Tees and Fairway Surfaces | 5) Drainage | 8) Tree Analysis |
| 3) Irrigation System | 6) Cart Trails | 9) Creek Banks & Lakes |

HGCD will also conduct a functional and circulation analysis of the clubhouse & practice area and parking lot. HGCD will evaluate how existing golfers use the facility and develop design opportunities that enhance the overall experience for golfers of all skill levels.

TASK 2 DEVELOPMENT OF PRELIMINARY MASTER PLAN

Information from the site analysis will be compiled by HGCD and discussed in depth with management. Project objectives will be further formulated relative to the proposed level of quality and course difficulty, method of course operation and maintenance, design philosophies and concepts, general budget parameters, area of land to be utilized and routing alternatives. Based on documented and agreed upon "Summary of Project Objectives", HGCD shall prepare, for the approval by the City, a Preliminary Master Plan. The plan may include features that may be desirable as future additions, yet are cost prohibitive under current budget guidelines.

The Conceptual Master Plan will include initial design ideas that meets the needs of end user groups and conveys the overall vision for the golf course. HGCD will develop these ideas into conceptual & diagrammatic sketches that clearly convey the design intent for each purpose. Upon submittal of the Preliminary Master Plan to the City, HCGD will conduct an additional site visit for a golf course 'walk-through' with the City and Golf Staff, to ensure that the preliminary design ideas to date are feasible with the existing field conditions and in line with the project objectives.

TASK 3 FINAL MASTER PLAN

Using the feedback from the Preliminary Master Plan and information gathered from the course walk through, HGCD will further refine the master plan into a Final Master Plan document. The Final Master Plan will include a booklet with written text supplemented by design sketches and individual hole renderings in order to clearly communicate our design. A rendered overall site plan summarizing the proposed course improvements and the greater vision of the Master Plan will be provided for marketing purposes. Additionally, a Statement of Probable Construction Costs will be prepared to help serve as a business plan based on our most recently bid projects.

**EXHIBIT B
COMPENSATION
ADAMS GOLF CLUB MASTER PLAN**

Under the terms of this Contact, the Design Consultant agrees to perform the work and services described in this Contract. The City agrees, in accordance with the limitations and conditions set forth in the Contract, to pay an amount not to exceed **\$39,500** for Basic Services as specifically set forth in this Exhibit B.

B.I. Basic Work and Services

Compensation for basic services may not exceed **\$39,500**, and in no event may the Design Consultant receive compensation in excess of the amount listed for each task for performance of its basic services.

The Design Consultant may receive up to the following amounts of the amounts for services rendered upon the completion of the following tasks. Partial payments for each task may be invoiced for incremental work completed.

BASIC SERVICES:

Task 1 an amount of:
\$. 14,500.

Completion and submittal of all programming material, site analysis and Conceptual Master Plan.

Task 2 an amount of:
\$. 10,000.

Completion and recommendation by the City for approval of the Preliminary Master Plan.

Task 3 an amount of:
\$. 15,000.

Completion and acceptance by the City of the Final Master Plan.

**EXHIBIT C
ANTICOLLUSION AFFIDAVIT
ADAMS GOLF CLUB MASTER PLAN**

State of Oklahoma)
)
County of Washington) SS.

The undersigned Design Consultant, of lawful age, being duly sworn, upon his/her oath, deposes and says: That the undersigned has the lawful authority to execute the within and foregoing proposal for, and on behalf of, the Design Consultant; that the Design Consultant has not, directly or indirectly, entered into any agreement, express or implied, with any other Landscape Architect/engineer(s), having for its object the controlling of the price or amount of the Contract, the limiting of the services of the Landscape Architect/engineers, the parceling or farming out to any Landscape Architect/engineer(s) or other persons, of any part of the Contract or any part of the subject matter of the Contract, or of the profits thereof.

The Design Consultant further states that the Design Consultant has not been a party to any collusion among other persons, firms or contractors in restraint of freedom of competition, by any agreement to Contract at a fixed price or to refrain from competing; or with any city official, city employee or city agent as to the quantity, quality, or price in the prospective Contract, or any other terms of the said prospective Contract; or in any discussions between the Design Consultant or city official, city employee or city agent concerning the exchange or money or other thing of value for special consideration in the letting of a Contract. The Design Consultant states that it has not paid, given or donated or agreed to pay, give or donate to any city official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of this Contract.

Printed name of the Design Consultant: PDG, LLC. d.b.a. Heckenkemper Golf Course Design

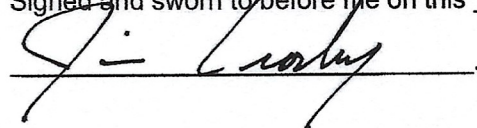
Signature of executing individual:

Title: President

5314 South Yale Ave., Suite 510, Tulsa, Oklahoma 74135
Address of the Design Consultant (Please Print)

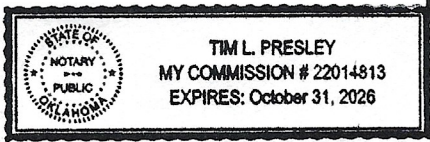
(918) 628-1255 (918) 628-1256
(A.C.) Tel. Number and FAX Number (if any)

Signed and sworn to before me on this 29 day of June, 2023, by



My Commission Expires:
OCT. 31, 2026


Notary Public



**EXHIBIT D
NONDISCRIMINATION CERTIFICATE
ADAMS GOLF CLUB MASTER PLAN**

State of Oklahoma)
)
County of Washington) SS.

In connection with the performance of work under this Contract, the Design Consultant agrees as follows:

- A. The Design Consultant agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). The Design Consultant shall take affirmative action to insure that employees are treated without regard to their race, creed, color, national origin, sex, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. The Design Consultant and sub consultants shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk of the City of Bartlesville setting forth the provisions of this section.

- B. In the event of the Design Consultant's noncompliance with this Nondiscrimination Certificate, the Contract may be canceled, terminated or suspended by the City. The Design Consultant may be declared, by the City, ineligible for further contracts until satisfactory proof of intent to comply shall be made by the Design Consultant and/or sub-consultants.

- C. The Design Consultant agrees to include the requirements of this Nondiscrimination Certificate in any subcontracts connected with the performance of this Contract.

I have read the above clause and agree to abide by its requirements.

Printed name of the Design Consultant: PDG, LLC d.b.a. Heckenkemper Golf Course Design

Signature of executing individual:

Title: President

5314 South Yale Ave., Suite 510, Tulsa, Oklahoma
Address of the Design Consultant (Please Print)

74135
Zip Code

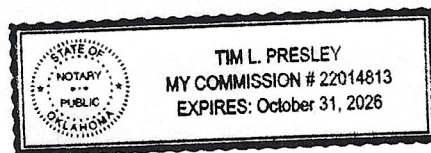
(918) 628-1255 (918) 628-1256
(A.C.) Tel. Number and FAX Number (if any)

Signed and sworn to before me on this 29 day of June, 2023, by

My Commission Expires:

Oct. 31, 2026


Notary Public



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action on an application and agreement between the City of Bartlesville and Bartlesville Area Habitat for Humanity, Inc. to forgive liens in the amount of \$6,601.74 on property located at 1540 SW Maple Avenue.

Attachments:

Agreement

Application and Request Letter from Habitat for Humanity

Recorded Liens and Notices of Lien on 1540 SW Maple Avenue

II. STAFF COMMENTS AND ANALYSIS

John Castelli, representing the Bartlesville Area Habitat for Humanity (BAHFH), has requested that the City waive its liens totaling in the amount of \$6,601.74 on property located at 1540 SW Maple Avenue. This property, legally described as Lot 11, Block 5, Belle Meade Addition, was acquired by the local non-profit organization on June 12, 2023, from the Washington County Treasurer's Office at their annual tax resale. At the time the property was conveyed, a \$6,350 lien remained on the property for the City's costs in removal of a dilapidated structure from this property in 2021, and a \$251.74 lien remained on the property for the City's costs in mowing and cleaning the property in 2022.



The Bartlesville Area Habitat for Humanity now owns this vacant lot, which was platted with 50 feet of frontage on Maple Avenue. BAHFH plans to construct one new house on this lot for one partner family, with plans to have the home complete and occupied by July 3, 2025.

As the new property owner, BAHFH requested that the City of Bartlesville release the liens. City staff has no legal authority to dismiss any such liens and as such, this request must go before the City Council for final consideration and action.

III. RECOMMENDED ACTION

Staff recommends that the City enter into an agreement with Bartlesville Area Habitat for Humanity, Inc. for the City to release the liens in exchange for BAHFH's commitment to build affordable housing on this property. Attached is an agreement of which BAHFH has indicated its approval, which would waive and release the lien and facilitate the organization's plans to continue development of affordable housing in this area and specifically on this lot within two years. Such consideration would be supported by a finding that the lien releases satisfy a municipal public purpose, namely, providing affordable housing for the community.

Such consideration would also be supported by the various strategies contained within the City of Bartlesville Affordable Housing Plan, which has as its overall focus the furtherance of affordable housing within the community.

Please place this agreement on the City Council agenda for Monday, July 3, 2023 for its consideration.



P. O. Box 1284 - Bartlesville, OK 74005
bartlesville.habitat@gmail.com
www.bartlesvilleareahabitatforhumanity.org
(918) 337-0182

May 8, 2023

Larry R. Curtis
Director of Community Development
City of Bartlesville

Mr. Curtis

The Bartlesville Area Habitat for Humanity formally request that upon our successful bid for the following property on June 12, 2023 that the city of Bartlesville release all liens on said property.

Legal Description: 1540 SW Maple Ave (1 Lot), Lot 11 Blk 5 Belle Meade

Please present this request to council on our behave at there next meeting in June and let us know the outcome. We would be placing a new house on the property before the end of 2024.

Sincerely,

A handwritten signature in black ink that reads "John Castelli".

John Castelli
Board Member
JohnDavidCastelli@gmail.com
1-918-397-5099

CC: Mike Bailey
Charlotte Dausses

*"A house is made
with walls and beams.
A home is made
with love and dreams."
Author Unknown*



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

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

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

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

Conditions for application:

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

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

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

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

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



CITY LIEN RELEASE / LIEN MODIFICATION APPLICATION

SUBJECT PROPERTY INFORMATION <i>(all information is required; attach additional sheets if needed)</i>			
Street Address: 1540 SW Maple Ave		Existing Use(s) on Property: Vacant	Zoning District: RS-5
Parcel ID Number: 010030-005011-000000-01	Tax Assessor's Account #: 7400 09868	Proposed Use(s) on Property: Single-Family Residence	Proposed Rezoning: No rezoning required
Legal Description <i>(attach additional sheet(s) if needed)</i> : LOT 11 BLK 5 BELLE MEADE			
Code Violation(s)/Abatement Action(s): Notice of Dilapidation and Lien; Weeds & Trash mowing & cleaning		Dollar Amount of Lien(s) \$6,601.74 (Total)	
APPLICANT INFORMATION <i>(all information is required)</i>			
Property Owner & Applicant Name: Bartlesville Area Habitat for Humanity, Inc.			
Mailing Address: P.O. Box 1284			
City, State, Zip Bartlesville, OK 74005			
Telephone: (918) 337-0182			
Email: bartlesville.habitat@gmail.com			
<ul style="list-style-type: none"> • Have the violation(s) on the subject property been corrected? Enter "Yes" or "No": Yes • Date(s) when the subject property was brought into compliance: 11/2022 • Were you the property owner, or an agent, representative, or a relative of the owner, at the time the violation occurred and the lien was imposed? Enter "Yes" or "No": No • If so, how many days elapsed from the date of the violation notice to the date of compliance? N/A • If you were not the property owner, or an agent, representative, or a relative of the owner, at the time the violation occurred and the lien was imposed, were you aware of the lien when you acquired the property? Enter "Yes" or "No": Yes • If the property was not in compliance at the time you acquired the property, how many days from the time of acquisition did it take for you to come into compliance? N/A 			
Provide the factual basis upon which the application for release of the lien should be granted. <i>(Attach additional sheets if needed)</i> . Applicant is a provider of affordable housing to the community, which is a municipal public purpose.			

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

Reimbursement to City for recording costs for the original lien(s), plus the release of the lien(s). Costs are due at the time of application, along with \$50 application fee. + Recording fees (\$18 x 4) = \$122 total

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

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

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

INSPECTION

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

Applicant's signature below shows consent to such inspections.

AFFIDAVIT:

STATE OF OKLAHOMA
COUNTY OF WASHINGTON

I, Charlotte A. Dausses, being first duly sworn, depose and say that:

[check one]:

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

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

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

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

Charlotte A. Dausses
Applicant Name (Print)

Charlotte A. Dausses
Applicant Signature

The foregoing instrument was sworn to and subscribed before me this 27 day of June, 2023 by Charlotte Dausses, who is personally known to me, or has produced Drivers License as identification.

Notary Public: H Porter
Printed Name: Heather Porter



Office Use Only:
Received by: AKC Date: 6/28/2023
Date: 5/7/2021

AGREEMENT

THIS AGREEMENT is made this 3rd day of July, 2023, by and between THE CITY OF BARTLESVILLE, OKLAHOMA, a municipal corporation, hereinafter referred to as “CITY”, and BARTLESVILLE AREA HABITAT FOR HUMANITY, INC., hereinafter referred to as “HABITAT”;

WITNESSETH:

WHEREAS, HABITAT is the owner of the following described property situated in Washington County, Oklahoma, to-wit:

LOT 11 BLK 5 BELLE MEADE, Bartlesville, Washington County, Oklahoma
(1540 SW Maple Avenue, Bartlesville, Oklahoma 74003)

WHEREAS, CITY has liens against the above-described property in the approximate amount of \$6,601.74 and also a notice of lien with no dollar amount; and

WHEREAS, HABITAT and CITY both desire that housing be built on this property that meets the Affordable Housing Guidelines of CITY; and

WHEREAS, CITY finds that a municipal public purpose is served by facilitating the provision of affordable housing in the community; and

WHEREAS, the parties hereto desire to make an Agreement concerning said property beneficial to both parties.

NOW, THEREFORE, pursuant to the above, the parties hereto hereby agree as follows:

1. CITY agrees to execute a Release of its liens for unpaid mowing, cleaning, and demolition against the above-described property.
2. HABITAT agrees to construct on said property housing that meets the Affordable Housing Guidelines of the City of Bartlesville no later than July 3, 2025.
3. This agreement shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties have set their hands to this Agreement this ____ day of _____, 2023, in Bartlesville, Oklahoma.

BARTLESVILLE AREA HABITAT FOR HUMANITY, INC.

By

Charlotte Dausses
Charlotte Dausses, President

Date June 28, 2023

STATE OF OKLAHOMA)
) ss
COUNTY OF WASHINGTON)

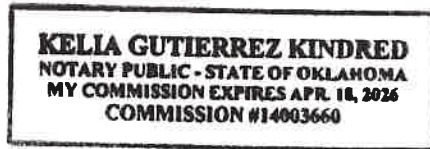
Before me, the undersigned, a Notary Public, in and for said County and State, on this 28 day of June, 2023, personally appeared Charlotte Dausses, as President of Bartlesville Area Habitat for Humanity, Inc., the corporation which executed the forgoing instrument, and acknowledged that she did sign said instrument as President on behalf of said corporation, duly authorized; that said instrument was signed as his/her free act and deed individually, and the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal the day and year last above written.

Kelia Gutierrez Kindred
Notary Public

My Commission Expires:
April 18, 2026

Commission No:
14003660



CITY OF BARTLESVILLE, OKLAHOMA
By:

Dale Copeland, Mayor

Date

ATTEST:

City Clerk

(City Seal)

CITY OF BARTLESVILLE
401 S. JOHNSTONE
BARTLESVILLE, OKLAHOMA 74003

NOTICE OF DILAPIDATION AND LIEN
ON CERTAIN REAL PROPERTY
12/12/2019

To: THE COUNTY CLERK OF WASHINGTON COUNTY, OKLAHOMA RE: DS-19-89

PURSUANT to Title 11 SS 22-112(3), the City Clerk of the City of Bartlesville, Oklahoma hereby files this Notice of Dilapidated Building and Lien on the below listed property for the expense and cost of the City of Bartlesville or its agent(s) to dismantle and remove the dilapidated structure(s) located on said property: ADDRESS: 1540 SW MAPLE AVE

Complaint Type: Dilapidated Structure-(Single Family Dwelling & Accessory Structure)

OWNER: RISNER, MARGARET C/O DAVID GARDNER 1540 SW MAPLE AVE. BARTLESVILLE, OK. 74003-0000

MORTGAGEE: NONE FOUND

Other Mortgage Holder

Additional Mortgage Holder/Person of Interest

LEGAL DESCRIPTION: LOT 11 BLK 5 BELLE MEADE 1.00 lots, BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA

ALSO NOTE: The City of Bartlesville City Manager or his designee certified the structure(s) located on the above referenced property to be dilapidated at a hearing on 9/11/2019

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

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

Commencement Date: 12/13/2019

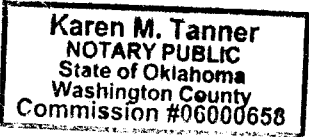
Completion Date: 1/15/2020

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

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

I certify that this Notice of Dilapidation and Lien is correct and filed pursuant to law the 12-12-19
Date

City of Bartlesville
Jason Muninger
City Clerk Jason Muninger *by Gina Vaughn*



STATE OF OKLAHOMA
COUNTY OF WASHINGTON

Before me, the undersigned Notary Public in and for said County and State, on this 12 day of Dec., 2019, personally appeared Gina Vaughn, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its City Clerk, and acknowledged to me that he executed same as his/her free and voluntary act and deed, and as the free and voluntary act and deed of said City of Bartlesville, for the uses and purposes therein set forth.

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

Karen M. Tanner
Notary Public

My Commission Expires: Jan. 17, 20

OKCOUNTYRECORDS.COM

I-2019-009573 12/12/2019 9:07 am
Book 1174 Page(s) 3977-3977
Fee: \$ 18.00 Doc: \$ 0.00
Annette Smith - Washington County Clerk
State of Oklahoma



NOT AN OFFICIAL COPY

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

NOTICE OF LIEN DS-19-89 re: Dilapidated Structure-(Single Family Dwelling & Accessory Structure)

I, the undersigned City Clerk of the City Of Bartlesville, do hereby give notice that on (9/11/2019), the City Manager or his designee of the City Of Bartlesville, Oklahoma found that the structure(s) on the following described property is dilapidated and or unsecured and has become detrimental to the health, safety, or welfare of the general public and the community, or created a fire hazard which is dangerous to other property; said property being described as the following:

1540 SW MAPLE AVE
LOT 11 BLK 5 BELLE MEADE 1.00 lots, Bartlesville, Washington County, Oklahoma

The City Of Bartlesville, Oklahoma claims a lien on said property for the the costs of the action, said costs for the actual performance of the work was in the amount of (\$6,350.00).

Dated January 29, 2021 
City Clerk Jason Muninger
by Rhonda Branson

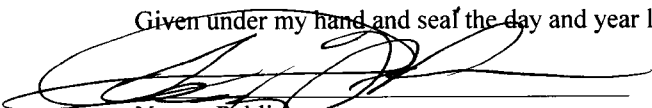


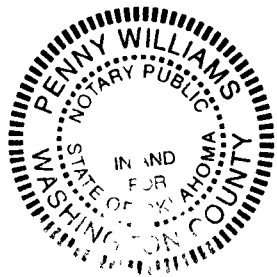
Acknowledgement

State of Oklahoma)
)ss.
County of Washington)

January, 2021, personally appeared Rhonda Branson ^{29th} day of January, 2021, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its City Clerk, and acknowledged to me that he executed same as his free and voluntary act and deed, and as the free and voluntary act and deed of said City of Bartlesville, for the uses and purposes therein set forth.

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


Notary Public



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



I-2021-001155 01/29/2021 2:28 pm
Book 1185 Page(s) 2438-2438
Fee: \$ 18.00 Doc: \$ 0.00
Annette Smith - Washington County Clerk
State of Oklahoma

BK 1185 PG 2438



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

TO THE COUNTY CLERK OF WASHINGTON COUNTY, OKLAHOMA

Case Number: WT-1022-0965

NOTICE IS HEREBY GIVEN as follows:

In accordance with the provisions of Title 11 O.S. 22-111, the undersigned, being the duly appointed City Clerk of the City of Bartlesville, Oklahoma, hereby advises that on 11/10/2022, the real property located at 1540 SW MAPLE AVE and legally described as follows, to wit:

Legal Description: LOT 11 BLK 5 BELLE MEADE, Bartlesville, Washington County, Oklahoma


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

The undersigned hereby states that the City of Bartlesville, Oklahoma in accordance with Title 11 O.S. 22-111, hereby claims a lien on the aforesaid property for the actual costs of mowing, cleaning or other procedures necessary, as well as any additional costs related thereto, incurred by the City of Bartlesville, Oklahoma, said actual costs specifically in the amount of \$251.74. All costs herein shall be the personal obligation of the property owner.

Date of Lien Notice: 11/16/2022

CITY SEAL




Jason Muninger, City Clerk
City of Bartlesville

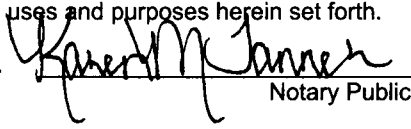
STATE OF OKLAHOMA

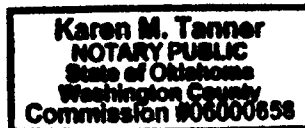
COUNTY OF WASHINGTON

Before me, the undersigned Notary Public in and for said County and State, on this 16 day of Nov., 2022, personally appeared Jason Muninger, to me known to be the identical person who executed this instrument on behalf of the City of Bartlesville as the City Clerk, and acknowledged to me that he executed same as his free and voluntary act and deed, and as the free and voluntary act and deed of the City of Bartlesville, for the uses and purposes herein set forth.

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

My Commission Expires: Jan 17, 2024


Notary Public



VIEW ADDITIONAL RECORDS
I-2022-010100 Book 1205 Pg 2728
11/17/2022 10:06am Pg 2728-2728
Fee: \$18.00 Doc: \$0.00
Annette Smith - Washington County Clerk
State of Oklahoma



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Receipt of Interim Financials for the eleven months ending May 31, 2023.

Attachments:

Interim Financials for May 31, 2023

II. STAFF COMMENTS AND ANALYSIS

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



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

For The Eleven Months Ended May 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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SANITATION

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REVENUE BUDGET STATUS

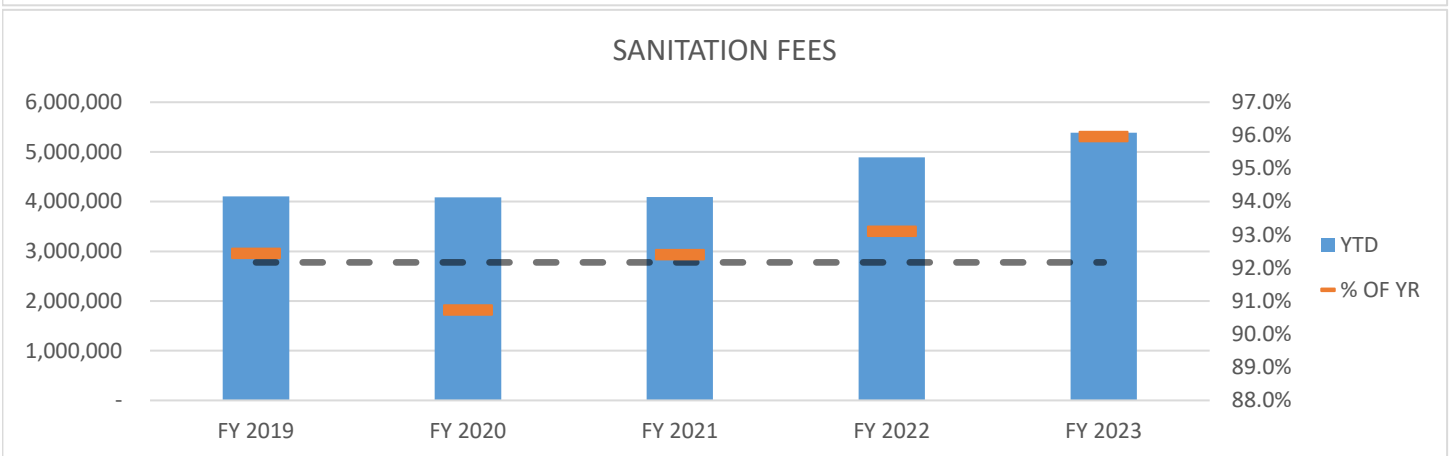
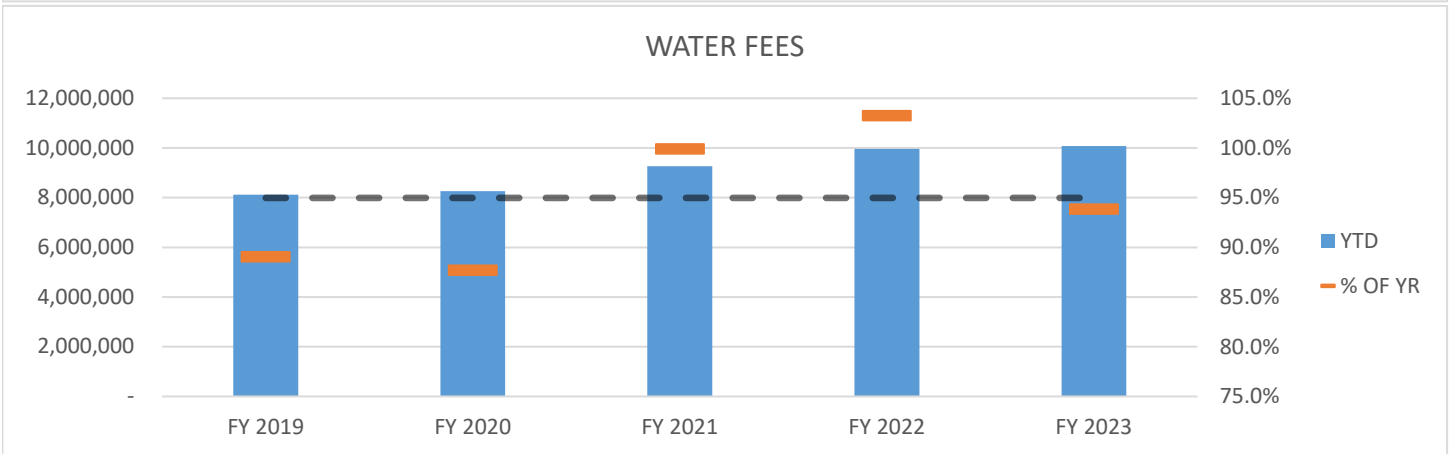
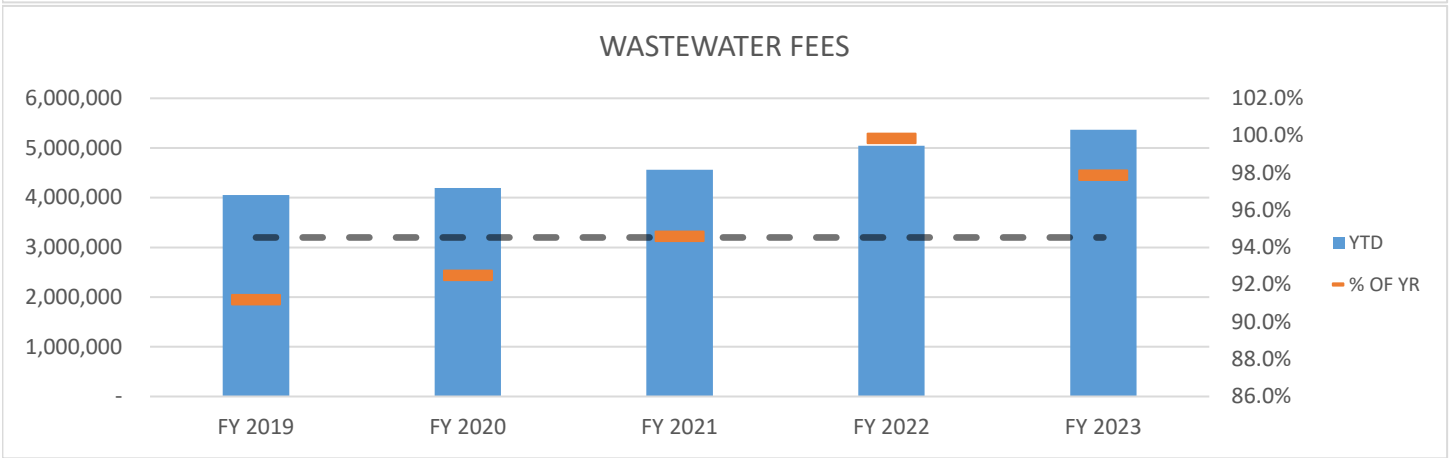
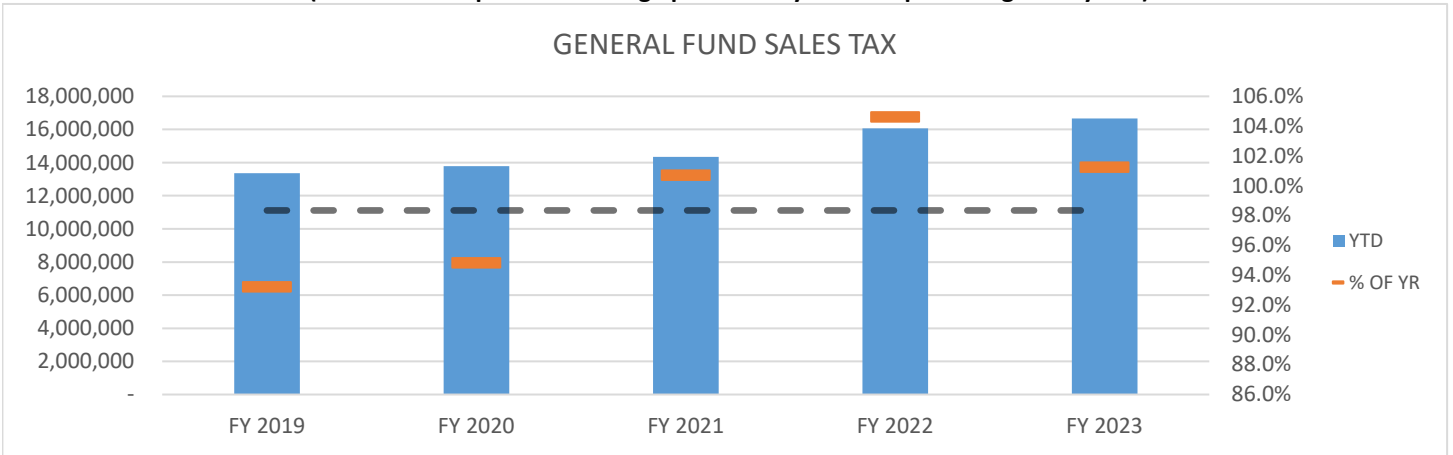
EXPENDITURE BUDGET STATUS

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

92% of Year Lapsed

	2022-23 Fiscal Year					% of Budget	2021-22 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total		YTD Total	% Total Year
Revenue:								
Sales Tax	\$ 16,457,122	\$ 15,085,695	\$ 16,663,460	\$ -	\$ 16,663,460	101.3%	\$ 16,060,074	101.5%
Use Tax	400,000	366,667	1,155,263	-	1,155,263	288.8%	-	N.A.
Gross Receipt Tax	1,451,300	1,330,358	1,492,990	-	1,492,990	102.9%	1,360,738	109.7%
Licenses and Permits	266,700	244,475	245,134	-	245,134	91.9%	271,356	119.3%
Intergovernmental	739,100	677,508	658,661	-	658,661	89.1%	3,828,316	109.9%
Charges for Services	521,300	477,858	563,848	-	563,848	108.2%	484,511	95.4%
Court Costs	139,800	128,150	174,995	-	174,995	125.2%	137,545	108.8%
Police/Traffic Fines	525,000	481,250	376,257	-	376,257	71.7%	380,432	74.2%
Parking Fines	54,800	50,233	46,060	-	46,060	84.1%	44,950	71.7%
Other Fines	67,000	61,417	64,336	-	64,336	96.0%	62,577	94.8%
Investment Income	100,000	91,667	863,886	-	863,886	863.9%	(63,409)	-38.1%
Miscellaneous Income	396,400	363,367	734,554	-	734,554	185.3%	605,521	97.5%
Transfers In	9,170,941	8,406,696	8,406,697	-	8,406,697	91.7%	4,745,208	97.4%
Total	<u>\$ 30,289,463</u>	<u>\$ 27,765,341</u>	<u>\$ 31,446,140</u>	<u>\$ -</u>	<u>\$ 31,446,140</u>	103.8%	<u>\$ 27,917,819</u>	100.8%
Expenditures:								
General Government	\$ 8,138,777	\$ 7,460,546	\$ 7,068,445	\$ 247,246	\$ 7,315,691	89.9%	\$ 6,955,759	97.8%
Public Safety	15,764,748	14,451,019	13,780,293	114,683	13,894,976	88.1%	12,567,974	99.7%
Street	1,843,488	1,689,864	1,603,065	17,305	1,620,370	87.9%	1,492,881	99.6%
Culture and Recreation	3,494,816	3,203,581	2,846,822	47,226	2,894,048	82.8%	2,761,989	100.0%
Transfers Out	4,011,107	3,676,848	3,676,852	-	3,676,852	91.7%	3,059,592	100.0%
Reserves	910,925	835,015	-	-	-	0.0%	-	N.A.
Total	<u>\$ 34,163,861</u>	<u>\$ 31,316,873</u>	<u>\$ 28,975,477</u>	<u>\$ 426,460</u>	<u>\$ 29,401,937</u>	86.1%	<u>\$ 26,838,195</u>	99.3%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 4,261,660					
Net Revenue (Expense)			<u>2,470,663</u>					
Ending Fund Balance			<u>\$ 6,732,323</u>					

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

92% of Year Lapsed

	<u>2022-23 Fiscal Year</u>						<u>2021-22 Fiscal Year</u>	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total	% of Budget	YTD Total	% Total Year
Revenue:								
Wastewater Fees	\$ 5,499,094	\$ 5,040,836	\$ 5,372,831	\$ -	\$ 5,372,831	97.7%	\$ 5,053,808	101.4%
Investment Income	-	-	55,797	-	55,797	N.A.	-	0.0%
Debt Proceeds	45,000,000	41,250,000	-	-	-	0.0%	-	N.A.
Miscellaneous	<u>30,800</u>	<u>28,233</u>	<u>176,258</u>	<u>-</u>	<u>176,258</u>	572.3%	<u>99,404</u>	488.3%
Total	<u>\$ 50,529,894</u>	<u>\$ 46,319,069</u>	<u>\$ 5,604,886</u>	<u>\$ -</u>	<u>\$ 5,604,886</u>	11.1%	<u>\$ 5,153,212</u>	102.9%
Expenditures:								
Wastewater Plant	\$ 2,704,296	\$ 2,478,938	\$ 2,457,297	\$ 234,838	\$ 2,692,135	99.6%	\$ 2,396,001	97.3%
Wastewater Maint	902,048	826,877	624,451	16,489	640,940	71.1%	688,759	105.4%
BMA Expenses	28,400	26,033	27,870	-	27,870	98.1%	13,986	N.A.
Transfers Out	1,647,574	1,510,276	1,505,694	-	1,505,694	91.4%	1,398,845	97.1%
Reserves	<u>83,049</u>	<u>76,128</u>	<u>-</u>	<u>-</u>	<u>-</u>	0.0%	<u>-</u>	N.A.
Total	<u>\$ 5,365,367</u>	<u>\$ 4,918,252</u>	<u>\$ 4,615,312</u>	<u>\$ 251,327</u>	<u>\$ 4,866,639</u>	90.7%	<u>\$ 4,497,591</u>	98.7%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 1,859,443					
Net Revenue (Expense)			<u>989,574</u>					
Ending Fund Balance			<u>\$ 2,849,017</u>					

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

92% of Year Lapsed

	<u>2022-23 Fiscal Year</u>					% of Budget	<u>2021-22 Fiscal Year</u>	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total		YTD Total	% Total Year
Revenue:								
Water Fees	\$ 11,339,739	\$ 10,394,761	\$ 10,606,444	\$ -	\$ 10,606,444	93.5%	\$ 10,466,117	99.6%
Investment Income	-	-	77,622	-	77,622	N.A.	-	0.0%
Debt Proceeds	7,500,000	6,875,000	-	-	-	0.0%	-	N.A.
Miscellaneous	-	-	6,409	-	6,409	N.A.	10,647	1054.2%
Total	<u>\$ 18,839,739</u>	<u>\$ 17,269,761</u>	<u>\$ 10,690,475</u>	<u>\$ -</u>	<u>\$ 10,690,475</u>	56.7%	<u>\$ 10,476,764</u>	99.6%
Expenditures:								
Water Plant	\$ 3,379,179	\$ 3,097,581	\$ 3,203,887	\$ 65,526	\$ 3,269,413	96.8%	\$ 2,926,859	105.3%
Water Administration	385,958	353,795	333,002	20,794	353,796	91.7%	330,864	98.0%
Water Distribution	2,088,999	1,914,916	1,517,615	96,011	1,613,626	77.2%	1,386,571	102.7%
BMA Expenses	10,447,970	9,577,306	3,613,877	670,570	4,284,447	41.0%	1,471,015	49.3%
Transfers Out	2,569,382	2,355,267	2,355,268	-	2,355,268	91.7%	2,182,154	97.5%
Reserves	174,039	159,536	-	-	-	0.0%	-	N.A.
Total	<u>\$ 19,045,527</u>	<u>\$ 17,458,401</u>	<u>\$ 11,023,649</u>	<u>\$ 852,901</u>	<u>\$ 11,876,550</u>	62.4%	<u>\$ 8,297,462</u>	85.6%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 9,871,860					
Net Revenue (Expense)			<u>(333,174)</u>					
Ending Fund Balance			<u>\$ 9,538,686</u>					

SANITATION FUND

Statement of Revenue, Expenditures, and Changes in Fund Balances

92% of Year Lapsed

	2022-23 Fiscal Year					% of Budget	2021-22 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total		YTD Total	% Total Year
Revenue:								
Collection Fees	\$ 5,614,957	\$ 5,147,044	\$ 5,288,730	\$ -	\$ 5,288,730	94.2%	\$ 4,793,730	109.1%
Investment Income	-	-	-	-	-	N.A.	-	N.A.
Miscellaneous	181,103	45,669	145,902	-	145,902	80.6%	152,881	109.6%
Transfers In	-	-	-	-	-	N.A.	-	0.0%
Total	\$ 5,796,060	\$ 5,192,713	\$ 5,434,632	\$ -	\$ 5,434,632	93.8%	\$ 4,946,611	108.5%
Expenditures:								
Sanitation	\$ 3,449,968	\$ 3,162,471	\$ 2,925,740	\$ 128,081	\$ 3,053,821	88.5%	\$ 2,826,712	96.1%
Transfers Out	2,647,446	2,426,826	2,426,826	-	2,426,826	91.7%	2,070,916	117.6%
Reserves	118,724	108,830	-	-	-	0.0%	-	N.A.
Total	\$ 6,216,138	\$ 5,698,127	\$ 5,352,566	\$ 128,081	\$ 5,480,647	88.2%	\$ 4,897,628	104.2%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 271,101					
Net Revenue (Expense)			82,066					
Ending Fund Balance			\$ 353,167					

ALL OTHER FUNDS

Revenue Budget Report - Budget Basis

92% of Year Lapsed

	<u>Budget</u>	<u>Actuals</u>	<u>Percent of Budget</u>
Special Revenue Funds:			
Economic Development Fund	1,830,242	1,936,127	106%
E-911 Fund	1,207,233	1,176,284	97%
Special Library Fund	88,000	150,602	171%
Special Museum Fund	-	39,145	N/A
Municipal Airport Fund	504,038	460,694	91%
Harshfield Library Donation Fund	-	19,042	N/A
Restricted Revenue Fund	106,006	82,595	78%
Golf Course Memorial Fund	-	25,636	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	-	32,310	N/A
Cemetery Care Fund	3,000	3,036	101%
Debt Service Fund	4,156,550	4,296,716	103%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	3,095,683	3,485,228	113%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	-	54,995	N/A
Wastewater Regulatory Capital Fund	-	32,525	N/A
City Hall Capital Improvement Fund	11,400	52,986	465%
Storm Drainage Capital Improvement Fund	-	3,866	N/A
Community Development Block Grant Fund	196,000	-	0%
2008B G.O. Bond Fund	-	-	N/A
2009 G.O. Bond Fund	-	-	N/A
2010 G.O. Bond Fund	-	-	N/A
2012 G.O. Bond Fund	-	-	N/A
2014 G.O. Bond Fund	-	-	N/A
2014B G.O. Bond Fund	-	-	N/A
2015 G.O. Bond Fund	-	-	N/A
2017 G.O. Bond Fund	-	-	N/A
2018A G.O. Bond Fund	-	-	N/A
2018B G.O. Bond Fund	-	-	N/A
2018C G.O. Bond Fund	-	-	N/A
2019A G.O. Bond Fund	-	-	N/A
2019B G.O. Bond Fund	-	-	N/A
2021A G.O. Bond Fund	-	-	N/A
2022 G.O. Bond Fund	-	-	N/A
Proprietary Funds:			
Adams Golf Course Operating Fund	543,441	491,348	90%
Sooner Pool Operating Fund	49,871	45,873	92%
Frontier Pool Operating Fund	60,921	55,994	92%
Municipal Airport Operating	391,174	628,271	161%
Internal Service Funds:			
Worker's Compensation Fund	100,287	111,207	111%
Health Insurance Fund	3,781,152	3,874,719	102%
Auto Collision Insurance Fund	75,000	76,687	102%
Stabilization Reserve Fund	1,722,643	1,579,091	92%
Capital Improvement Reserve Fund	7,296,227	6,816,878	93%
Mausoleum Trust Fund	-	325	N/A

ALL OTHER FUNDS

Expenditure Budget Report - Budget Basis

92% of Year Lapsed

	<u>Budget</u>	<u>Actuals</u>	<u>Percent of Budget</u>
Special Revenue Funds:			
Economic Development Fund	4,536,236	1,378,267	30%
E-911 Fund	1,228,358	996,912	81%
Special Library Fund	226,500	157,693	70%
Special Museum Fund	41,500	27,800	67%
Municipal Airport Fund	745,481	691,507	93%
Harshfield Library Donation Fund	451,492	169,223	37%
Restricted Revenue Fund	346,646	49,994	14%
Golf Course Memorial Fund	34,307	33,816	99%
CDBG-COVID	501,706	501,706	100%
ARPA	3,609,713	3,308,904	92%
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	3,977,475	96%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	4,529,560	3,888,773	86%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	97,435	97,435	100%
Wastewater Regulatory Capital Fund	784,684	242,509	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	238,134	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	-	0%
2018C G.O. Bond Fund	410,612	157,692	38%
2019A G.O. Bond Fund	678,315	328,480	48%
2019B G.O. Bond Fund	385,860	44,400	12%
2021A G.O. Bond Fund	2,109,080	557,828	26%
2022 G.O. Bond Fund	9,345,050	4,492,865	48%
Proprietary Funds:			
Adams Golf Course Operating Fund	628,362	574,312	91%
Sooner Pool Operating Fund	73,088	52,181	71%
Frontier Pool Operating Fund	92,260	63,386	69%
Municipal Airport Operating	622,990	553,512	89%
Internal Service Funds:			
Worker's Compensation Fund	430,000	155,123	36%
Health Insurance Fund	4,155,209	4,151,302	100%
Auto Collision Insurance Fund	443,559	89,551	20%
Stabilization Reserve Fund	10,211,008	-	0%
Capital Improvement Reserve Fund	7,736,297	4,069,790	53%
Mausoleum Trust Fund	8,185	-	0%

ALL OTHER FUNDS

Fund Balance Report - Modified Cash Basis

92% of Year Lapsed

	<u>Beginning of Year</u>	<u>Change</u>	<u>Current</u>
Special Revenue Funds:			
Economic Development Fund	2,976,150	557,860	3,534,010
E-911 Fund	42,136	180,667	222,803
Special Library Fund	300,317	(1,420)	298,897
Special Museum Fund	129,805	13,426	143,231
Municipal Airport Fund	258,862	(178,425)	80,437
Harshfield Library Donation Fund	611,905	(150,181)	461,724
Restricted Revenue Fund	371,829	34,812	406,641
Golf Course Memorial Fund	31,449	(5,480)	25,969
CDBG-COVID	(71,679)	63,003	(8,676)
ARPA	2,186,371	(122,610)	2,063,761
Justice Assistance Grant Fund	7,619	-	7,619
Neighborhood Park Fund	27,722	32,310	60,032
Cemetery Care Fund	8,234	1,702	9,936
Debt Service Fund	3,383,622	319,241	3,702,863
Capital Project Funds:			
Sales Tax Capital Improvement Fund	3,179,987	433,286	3,613,273
Park Capital Improvement Fund	-	-	-
Wastewater Capital Improvement Fund	125,314	34,719	160,033
Wastewater Regulatory Capital Fund	805,587	32,525	838,112
City Hall Capital Improvement Fund	74,009	51,206	125,215
Storm Drainage Capital Improvement Fund	52,981	3,866	56,847
Community Development Block Grant Fund	-	(227,068)	(227,068)
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	(151,717)	994
2019A G.O. Bond Fund	657,231	(329,800)	327,431
2019B G.O. Bond Fund	397,717	-	397,717
2021A G.O. Bond Fund	1,079,080	(552,586)	526,494
2022A G.O. Bond Fund	9,370,025	(2,449,839)	6,920,186
Proprietary Funds:			
Adams Golf Course Operating Fund	56,999	(35,995)	21,004
Sooner Pool Operating Fund	23,650	(5,641)	18,009
Frontier Pool Operating Fund	14,708	4,186	18,894
Municipal Airport Operating	246,207	84,133	330,340
Internal Service Funds:			
Worker's Compensation Fund	248,341	(42,046)	206,295
Health Insurance Fund	291,251	(275,369)	15,882
Auto Collision Insurance Fund	477,623	25,995	503,618
Stabilization Reserve Fund	10,211,008	1,579,091	11,790,099
Capital Improvement Reserve Fund	12,762,925	3,713,008	16,475,933
Mausoleum Trust Fund	7,813	325	8,138



FROM: Jason Muninger, CFO/City Clerk
SUBJECT: Financial Statement Explanatory Information

GENERAL INFORMATION

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

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

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

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

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

These analyses are presented in the final manner:

Highlights:

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

Major Operating Funds:

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

Other Funds:

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

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

Published in the Examiner Enterprise

June 2nd, 3rd, & 7th, 2023

NOTICE TO BIDDERS

The City of Bartlesville will accept sealed bids for the purchase of the following described items at the office of the City Clerk, 401 S. Johnstone Ave, Bartlesville, Oklahoma until the hour of 2:00 p.m. on Monday, June 26, 2023.

2023-2024-001	Water & Wastewater Line Repair Materials
2023-2024-002	Water Treatment Chemicals

All bids must be placed in a sealed envelope for each bid submitted. All bids must indicate the following on the outside of each sealed envelope:

NAME AND ADDRESS OF BIDDER
BID NUMBER

Bids may be mailed, but must reach the City Clerk's office before the deadline to be considered.
Address bids to:

City of Bartlesville
City Clerk
401 S. Johnstone Ave.
Bartlesville, OK 74003-6619

The City reserves the right to make the final determination as to what constitutes the best bid and it reserves the right to reject or accept any or all bids or portions thereof.

Dated this 30th day of May 2023.

Terry L. Lauritsen

Terry L. Lauritsen
Director of Water Utilities

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE MAYOR AND THE CITY COUNCIL OF THE CITY OF BARTLESVILLE, OKLAHOMA (THE “CITY”) MET IN REGULAR SESSION IN THE CITY COUNCIL CHAMBERS AT CITY HALL LOCATED AT 401 S. JOHNSTONE AVENUE, IN BARTLESVILLE, OKLAHOMA, ON THE 3RD DAY OF JULY, 2023, AT 5:30 O’CLOCK P.M.

PRESENT:

ABSENT:

Notice of the schedule of regular meetings of the City Council of the City of Bartlesville, Oklahoma, for the calendar year 2023 was given in writing to the City Clerk at 8:00 o’clock a.m. on December 6, 2022, and public notice of this meeting, setting forth the date, time, place and agenda was posted at the entry of City Hall, 401 S. Johnstone Avenue, Bartlesville, Oklahoma, 74003, the place of this meeting in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week at ___ o'clock __.m., on the ___ day of June, 2023, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act. Further, as required by Title 25 Oklahoma Statutes § 311A(9)(b), the City made the notice of a public meeting available to the public in the principal office of the public body (401 South Johnstone Avenue, Bartlesville, Oklahoma, 74003) during normal business hours at least twenty-four (24) hours prior to the meeting.

(OTHER PROCEEDINGS)

Thereupon, the Mayor introduced an Ordinance, which was read in full by the Clerk and considered by sections, and upon motion by Councilmember _____, seconded by Councilmember _____, said Ordinance was adopted by the following vote:

YEAS:

NAYS:

Thereupon, the Councilmember _____ moved that an emergency be declared and that the Ordinance become effective immediately. Councilmember _____ seconded the motion. The motion was adopted by the following vote:

YEAS:

NAYS:

Said Ordinance was thereupon signed by the Mayor, attested by the Clerk, sealed with the seal of said municipality, and is as follows:

ORDINANCE NO. ____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF BARTLESVILLE, OKLAHOMA, AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN THE CITY OF BARTLESVILLE, STATE OF OKLAHOMA (THE "CITY"), ON THE 10TH DAY OF OCTOBER, 2023, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED QUALIFIED ELECTORS OF SAID CITY THE QUESTION OF THE ISSUANCE OF GENERAL OBLIGATION BONDS OF SAID CITY IN AN AMOUNT NOT TO EXCEED THE SUM OF SEVENTEEN MILLION SIX HUNDRED THOUSAND DOLLARS (\$17,600,000) TO BE ISSUED IN SERIES TO PROVIDE FUNDS FOR THE PURPOSES OF: (I) ACQUIRING, CONSTRUCTING, EXPANDING, RENOVATING, REPAIRING, AND/OR EQUIPPING PUBLIC SAFETY BUILDINGS, FACILITIES, AND EQUIPMENT, ALL TO BE OWNED EXCLUSIVELY BY THE CITY, (II) ACQUIRING, CONSTRUCTING, EXPANDING, RENOVATING, REPAIRING, AND/OR EQUIPPING MUNICIPAL BUILDINGS, FACILITIES, AND EQUIPMENT, ALL TO BE OWNED EXCLUSIVELY BY THE CITY; (III) CONSTRUCTING, RECONSTRUCTING, REPAIRING, IMPROVING, AND REHABILITATING EXISTING STREETS, ROADS, BRIDGES, AND INTERSECTIONS IN THE CITY (INCLUDING LIGHTING, SIDEWALKS/BIKEPATHS, LANDSCAPING, RELATED DRAINAGE IMPROVEMENTS, DRIVEWAY RECONSTRUCTION, AND OTHER RELATED IMPROVEMENTS); AND (IV) CONSTRUCTING, EXPANDING, REPAIRING, WHICH MAY ALSO INCLUDE IMPROVING, RENOVATING, ACQUIRING AND EQUIPPING PARKS AND RECREATIONAL FACILITIES, ALL TO BE OWNED EXCLUSIVELY BY THE CITY; ALL TO BE COMPLETED WITH OR WITHOUT THE USE OF OTHER FUNDS, AND LEVYING AND COLLECTING AN ANNUAL TAX, IN ADDITION TO ALL OTHER TAXES, UPON ALL THE TAXABLE PROPERTY IN SAID CITY FOR THE PAYMENT OF THE INTEREST AND PRINCIPAL ON SAID BONDS; PROVIDING FOR ELECTION PROCEDURES; AUTHORIZING PROFESSIONAL SERVICES AGREEMENTS PERTAINING TO THE ISSUANCE OF SAID BONDS; DECLARING AN EMERGENCY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

WHEREAS, it is deemed advisable by the City of Bartlesville, State of Oklahoma (the "City") to provide funds for the following purposes:

- (i) Public Safety Buildings and Facilities: To provide funds for the purpose of acquiring, constructing, expanding, renovating, repairing, and/or equipping public safety buildings, facilities, and equipment, all to be owned exclusively by the City; and
- (ii) Municipal Buildings and Facilities: To provide funds for the purpose of acquiring, constructing, expanding, renovating, repairing, and equipping municipal buildings, facilities, and equipment, all to be owned exclusively by the City; and

Ordinance No. ____

- (iii) Streets and Bridges: To provide funds for the purpose of constructing, reconstructing, repairing, improving, and rehabilitating existing streets, roads, bridges, and intersections in the City (including lighting, sidewalks/bikepaths, landscaping, related drainage improvements, driveway reconstruction, and other related improvements); and
- (iv) Parks and Recreational Facilities: To provide funds for the purpose of constructing, expanding, repairing, which may also include improving, renovating, acquiring and equipping parks and recreational facilities, all to be owned exclusively by the City; and

WHEREAS, the estimated amounts necessary for such purposes as listed above are as follows:

- (i) Public Safety Buildings and Facilities: Two Million Four Hundred Twelve Thousand Dollars (\$2,412,000); and
- (ii) Municipal Buildings and Facilities: Six Hundred Ninety Six Thousand Dollars (\$696,000); and
- (iii) Streets and Bridges: Twelve Million Two Hundred Seventy Eight Thousand Dollars (\$12,278,000); and
- (iv) Parks and Recreational Facilities: Two Million Two Hundred Fourteen Thousand Dollars (\$2,214,000); and

WHEREAS, there are no funds in the treasury for such purposes, and power is granted said City by Section 27, Article 10, of the Oklahoma Constitution and laws of the State of Oklahoma, to issue bonds to provide funds for such purposes, provided the same is authorized by the registered qualified voters thereof, voting at an election held for such purpose.

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

Section 1. Propositions. That the Mayor of the City, or in his absence or incapacity, the duly qualified Vice Mayor, be and hereby is authorized and directed to call a special election to be held in the City on the 10th day of October, 2023, for the purpose of submitting to the registered qualified voters of the City, for their approval or rejection, the following propositions:

PROPOSITION NO. 1

Public Safety Buildings and Facilities Projects

Shall the City of Bartlesville, State of Oklahoma, incur an indebtedness by issuing its general obligation bonds in the sum of Two Million Four Hundred Twelve Thousand Dollars (\$2,412,000) to provide funds for the purpose of acquiring, constructing, expanding, renovating, repairing, and/or equipping public safety buildings, facilities, and equipment, all to be owned exclusively by the City, to be

Ordinance No. ____

completed with or without the use of other funds, and levy and collect an annual tax, in addition to all other taxes, upon all the taxable property in said City sufficient to pay the interest on said bonds as it falls due, and also to constitute a sinking fund for the payment of the principal thereof when due, said bonds to be competitively sold and bear interest at the lowest rate not to exceed ten percentum (10%) per annum, payable semi-annually and to become due within ten (10) years from their date?

PROPOSITION NO. 2

Municipal Buildings and Facilities Projects

Shall the City of Bartlesville, State of Oklahoma, incur an indebtedness by issuing its general obligation bonds in the sum of Six Hundred Ninety Six Thousand Dollars (\$696,000) to provide funds for the purpose of acquiring, constructing, expanding, renovating, repairing, and equipping municipal buildings, facilities, and equipment, all to be owned exclusively by the City, to be completed with or without the use of other funds, and levy and collect an annual tax, in addition to all other taxes, upon all the taxable property in said City sufficient to pay the interest on said bonds as it falls due, and also to constitute a sinking fund for the payment of the principal thereof when due, said bonds to be competitively sold and bear interest at the lowest rate not to exceed ten percentum (10%) per annum, payable semi-annually and to become due within ten (10) years from their date?

PROPOSITION NO. 3

Street and Bridge Projects

Shall the City of Bartlesville, State of Oklahoma, incur an indebtedness by issuing its general obligation bonds in the sum of Twelve Million Two Hundred Seventy Eight Thousand Dollars (\$12,278,000) to provide funds for the purpose of constructing, reconstructing, repairing, improving, and rehabilitating existing streets, roads, bridges, and intersections in the City (including lighting, sidewalks/bikepaths, landscaping, related drainage improvements, driveway reconstruction, and other related improvements), to be completed with or without the use of other funds, and levy and collect an annual tax, in addition to all other taxes, upon all the taxable property in said City sufficient to pay the interest on said bonds as it falls due, and also to constitute a sinking fund for the payment of the principal thereof when due, said bonds to be competitively sold and bear interest at the lowest rate not to exceed ten percentum (10%) per annum, payable semi-annually and to become due within ten (10) years from their date?

PROPOSITION NO. 4

Parks and Recreational Facilities Projects

Shall the City of Bartlesville, State of Oklahoma, incur an indebtedness by issuing its general obligation bonds in the sum of Two Million Two Hundred Fourteen Thousand Dollars (\$2,214,000) to provide funds for the purpose of constructing, expanding, repairing, which may also include improving, renovating, acquiring and equipping parks and recreational facilities, all to be owned exclusively by the City, to be completed with or without the use of other funds, and levy and collect an annual tax, in addition to all other taxes, upon all the taxable property in said City sufficient to pay the interest on said bonds as it falls due, and also to constitute a sinking fund for the payment of the principal thereof when due, said bonds to be competitively sold and bear interest at the lowest rate not to exceed ten percentum (10%) per annum, payable semi-annually and to become due within ten (10) years from their date?

Section 2. Description of Projects and Use of Proceeds.

(Proposition No. 1)

Public Safety Buildings and Facilities Projects

The Public Safety Buildings and Facilities Projects for which the proceeds of the aforesaid not to exceed \$2,412,000 general obligation bonds shall be expended consist of acquiring, constructing, expanding, renovating, repairing, and/or equipping public safety buildings, facilities, and equipment, all to be owned exclusively by the City. The projects may be accomplished through participation with other governmental agencies and others, and may be accomplished in phases. The specific projects for which at least seventy percent (70%) of the proceeds of the aforesaid bonds shall be expended and the dollar amount of each such project shall be as follows:

New Fire Station #2	<u>\$2,412,000</u>
TOTAL: (representing over 70% of \$2,412,000)	\$2,412,000

(Proposition No. 2)

Municipal Buildings and Facilities Projects

The Municipal Buildings and Facilities Projects for which the proceeds of the aforesaid not to exceed \$696,000 general obligation bonds shall be expended consist acquiring, constructing, expanding, renovating, repairing, and equipping municipal buildings, facilities, and equipment, all to be owned exclusively by the City, and may be accomplished through participation with other governmental agencies and others, and may be accomplished in phases. The specific projects for which at least seventy percent (70%) of the proceeds of the aforesaid bonds shall be expended and the dollar amount of each such project shall be as follows:

Ordinance No. ____

Core Server Upgrade	<u>\$643,000</u>
TOTAL: (representing over 70% of \$696,000)	\$643,000

(Proposition No. 3)

Street and Bridge Projects

The Street and Bridge Projects for which the proceeds of the aforesaid not to exceed \$12,278,000 general obligation bonds shall be expended consist of constructing, reconstructing, repairing, improving, and rehabilitating existing streets, roads, bridges, and intersections in the City (including lighting, sidewalks/bikepaths, landscaping, related drainage improvements, driveway reconstruction, and other related improvements). The projects may be accomplished through participation with other governmental agencies and others, and may be accomplished in phases. Project costs include related construction testing, inspection, project implementation and administration, planning, permitting, engineering and design, right of way and real property acquisition. The specific projects for which at least seventy percent (70%) of the proceeds of the aforesaid bonds shall be expended and the dollar amount of each such project shall be as follows:

Mill/Overlay – Adams Boulevard (Adams Rd. to Bison Rd.)	\$1,428,000
Mill/Overlay – Lupa Street (Sunset Blvd. to Seminole Ave., including Margarite Ave., Adeline Ave., Bucy Ave., Rogers Ave., Kaw Ave., Seminole Ave., Theodore Ave., Cudahy St., Morton Ave., and Sunset Blvd.)	\$1,204,000
Concrete Panel – Rockdale Road (Woodland Rd. to Brookside Pkwy, including Ridgewood Rd. from Rockdale Rd. to Woodland Rd. and Dogwood Ct.)	\$979,000
Mill/Overlay – Cherokee Avenue (Hensley Blvd. to 14 th St.)	\$842,000
Concrete Panel – Lahoma Drive (Spring Rd. to Palmetto Dr.)	\$714,000
Asphalt Rebuild – Michigan Street (Queenstown Ave. to Elmhurst Ave.)	\$561,000
Mill/Overlay – Southview Avenue (18 th St. to 23 rd St., including 18 th St. and 23 rd St.)	\$541,000
Mill/Overlay – Swan Drive (Nowata Rd. to Rolling Meadows Rd., including Harned Dr. from Nowata Rd. to Bridle Rd.)	\$510,000
Mill/Overlay – Avondale Avenue (Tuxedo Rd. to Ohio St., including Michigan St., and Indiana St.)	\$510,000

Ordinance No. ____

Mill/Overlay – Spruce Avenue (Tuxedo Rd. to Melody Ln., including Fleetwood Dr., Carole Ct., Sunview Pl., Barbara Ave., and Kentucky St.)	\$419,000
Concrete Panel – Greystone Avenue (Adams Blvd. to Rolling Meadows Rd.)	\$306,000
Mill/Overlay – Rice Creek Road (Silver Lake Rd. to ½ mile east)	\$255,000
Mill/Overlay – Valley Road and Denver Road (Shawnee Ave. to Hillcrest Dr.)	\$225,000
Mill/Overlay – Georgetown Drive (Silver Lake Rd. to Cambridge Ct.)	<u>\$128,000</u>
TOTAL: (representing over 70% of \$12,278,000)	\$8,622,000

(Proposition No. 4)

Parks and Recreational Facilities Projects

The Parks and Recreational Facilities Projects for which the proceeds of the aforesaid not to exceed \$2,214,000 general obligation bonds shall be expended consist of constructing, expanding, repairing, which may also include improving, renovating, acquiring and equipping parks and recreational facilities, which may also include green spaces, playgrounds, athletic facilities, aquatic facilities, maintenance facilities, recreation facilities, picnic and multi-purpose shelters, restrooms, concessions facilities, landscaping, utilities and utility relocation, technology improvements, lighting, equipment, furniture, furnishings, park materials, fencing, drainage improvements, water features, waterways, park parking, paths, sidewalks, trails, park roadways, traffic control improvements, demolition, park infrastructure, irrigation and park access and accessibility improvements, along with related construction testing, inspection, project implementation and administration, planning, permitting, engineering and design, right of way and real property acquisition, all to be owned exclusively by the City, and may be accomplished through participation with other governmental agencies and others, and may be accomplished in phases. The specific projects for which at least seventy percent (70%) of the proceeds of the aforesaid bonds shall be expended and the dollar amount of each such project shall be as follows:

Adams Golf Course Greens Rebuild – Phase 2	\$1,224,000
Pathfinder Parkway Repaving	\$255,000
Douglas Park Playground Shade Structure	<u>\$72,000</u>
TOTAL: (representing over 70% of \$2,214,000)	\$1,551,000

Ordinance No. ____

Section 3. That such call for said election shall be by proclamation, signed by the Mayor or Vice Mayor and attested by the City Clerk or Deputy City Clerk, setting forth the propositions to be voted upon, a statement regarding the specific projects for which the proceeds of the aforesaid Bonds shall be expended and the dollar amount to be expended on such projects; that the ballots shall set forth the propositions to be voted upon substantially as set out in Section 1 hereof; and that the returns of said election shall be canvassed and certified to by the Washington County Election Board.

Section 4. That the number and location of the polling places, the hours of opening and closing of the polls, and the names of the officers who shall conduct the election shall be the same as the regular polling places and persons prescribed and selected by the Washington County Election Board, for elections in Bartlesville, Oklahoma. As provided in Title 26, Oklahoma Statutes Section 13-103, the City authorizes the Washington County Election Board to close the precinct polling places for Precinct #570109 located in Osage County, Oklahoma, and Precinct #740079 located in Washington County, Oklahoma, for this election because only a portion of each precinct is located within the municipal boundaries of the City, and the City Council has determined that no one resides within that portion of the respective precincts.

Section 5. That the Special Election Proclamation and Notice of even date, a copy of which is on file with the City Clerk and which is incorporated herein by reference, calling said election is hereby approved in all respects, and the Mayor or Vice Mayor is hereby authorized to execute said Special Election Proclamation and Notice on behalf of the City, and the City Clerk or Deputy City Clerk is hereby authorized to attest and affix the seal of the City to said Special Election Proclamation and Notice, and to cause a copy of said Special Election Proclamation and Notice to be published as required by law, and a copy thereof delivered to the Washington County Election Board.

Section 6. That the City Clerk shall serve or cause to be served, a copy of this Ordinance and the Special Election Proclamation and Notice upon the office of the Washington County Election Board as required by law.

Section 7. Pursuant to Title 62, Section 896.1, the City Clerk is hereby directed to publish such project information related to the City's outstanding general obligation bonds, and project information related to the proposed general obligation bonds to be voted upon on October 10, 2023, in accordance with the Bond Transparency Act of 2017.

Section 8. In connection with the issuance of the above referenced bonds, the Mayor or Vice Mayor, on behalf of the City, is authorized to enter into professional services agreements with The Public Finance Law Group PLLC for bond counsel services and with Municipal Finance Services, Inc. for financial advisory services, and the City Clerk or Deputy City Clerk is hereby authorized to attest and affix the seal of the City to said professional services agreements.

Section 9. It is immediately necessary for the preservation of the public health, peace, and safety of the City, and the inhabitants thereof that the provisions of this Ordinance become operative

Ordinance No. ____

immediately and therefore, an emergency is hereby declared to exist and this Ordinance shall be in full force and effect immediately from and after its passage and approval.

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Ordinance No. ____

ADOPTED AND APPROVED THIS 3RD DAY OF JULY, 2023.

CITY OF BARTLESVILLE, OKLAHOMA

(SEAL)

Mayor

ATTEST:

City Clerk

Ordinance No. ____

STATE OF OKLAHOMA)
) SS
COUNTY OF WASHINGTON)

I, the undersigned, the duly qualified and acting Clerk of the City of Bartlesville, Oklahoma hereby certify that the foregoing is a true and complete copy of an Ordinance authorizing the calling and holding of an election for the purpose therein set out adopted by the governing body of said municipality and Transcript of Proceedings of said governing body at a regular meeting thereof held on the date therein set out, insofar as the same relates to the introduction, reading and adoption thereof as the same appears of record in my office.

I further certify that attached hereto are true and complete copies of the Notice of the schedule of regular meetings of the governing body of the City of Bartlesville, Oklahoma, for calendar year 2023 having been given in writing to the City Clerk of said City at 8:00 o'clock a.m. on December 6, 2022; and public notice of this meeting, setting forth the date, time, place and agenda posted at the entry to City Hall, 401 S. Johnstone Avenue, Bartlesville, Oklahoma, 74003, the place of this meeting in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week at ___ o'clock __.m., on the ___ day of June, 2023, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act (as attached hereto). Further, as required by Title 25 Oklahoma Statutes § 311A(9)(b), the City made the notice of a public meeting available to the public in the principal office of the public body (401 South Johnstone Avenue, Bartlesville, Oklahoma, 74003) during normal business hours at least twenty-four (24) hours prior to the meeting.

WITNESS my hand and the seal of said City this 3rd day of July, 2023.

(SEAL)

City Clerk

RECOMMENDED 2023 G.O. BOND CAPITAL PROJECTS	
Updated June 1, 2023	
STREETS	
Project/Equipment	Requested Amount
Adams Boulevard (Adams Road to Bison Rd - Mill/Overlay)	\$ 1,400,000.00
Lupa (Sunset to Seminole, Including Margarite, Adeline, Bucy, Rogers, Kaw, Seminole, Theodore, Cudahy, Morton and Sunset - Mill/Overlay)	\$ 1,180,000.00
Rockdale (Woodland to Brookside Pkwy, Including Ridgewood from Rockdale to Woodland and Dogwood Ct - Concrete Panel)	\$ 960,000.00
Cherokee Avenue (Hensley to 14th Street - Mill/Overlay)	\$ 825,000.00
Morton (8th to Hensley, Including 4th, 5th, Adeline, and Sunset - Mill/Overlay)	\$ 750,000.00
Harvey (Jefferson Pl to Barnett Ave, Including Henrietta, Gary, Barnett, Velma, and Dana Mill/Overlay)	\$ 725,000.00
Sheridan Rd (Mission Rd to Nowata Rd, Including Smysor, Vista Dr, Mission Rd, Redbud Ln, Cherokee Hills Dr, Cherokee Hills Pl, and Cherokee Hills Cr - Mill/Overlay)	\$ 720,000.00
Lahoma (Spring to Palmetto - Concrete Panel)	\$ 700,000.00
Michigan (Queenstown to Elmhurst - Asphalt Rebuild)	\$ 550,000.00
Southview (18th to 23rd, Including 18th and 23rd - Mill/Overlay)	\$ 530,000.00
Swan Drive (Nowata Rd to Rolling Meadows, Including Harned from Nowata to Bridle - Mill/Overlay)	\$ 500,000.00
Avondale (Tuxedo to Ohio, Including Michigan and Indiana - Mill/Overlay)	\$ 500,000.00
Parkhill Streets (Including Steeper Dr, Park Hill Pl, Park Hill Ln, Park Hill Lp, Chickering Ct, and Park Hill Ct - Mill/Overlay)	\$ 495,000.00
Jefferson Rd (Lincoln to Nowata, Including McKinley Rd, Lincoln Rd, Wilson Rd, Lincoln Pl, and Church Ct - Mill/Overlay)	\$ 445,000.00
Silver Lake Rd (Rice Creek to Price Rd - Mill/Overlay)	\$ 450,000.00
Spruce (Tuxedo to Melody Ln, Including Fleetwood, Carole Ct, Sunview Pl, Barbara Ave, and Kentucky St - Mill/Overlay)	\$ 410,000.00
Greystone (Adams Blvd to Rolling Meadows - Concrete Panel)	\$ 300,000.00
Rice Creek Rd (Silver Lake to 1/2 Mile East - Mill/Overlay)	\$ 250,000.00
Valley & Denver (Shawnee to Hillcrest - Mill/Overlay)	\$ 220,000.00
Georgetown (Silver Lake to Cambridge - Mill/Overlay)	\$ 125,000.00
STREETS TOTAL	\$ 12,035,000.00
STREETS PRIORITY PROJECT (70%) TARGET	\$ 8,424,500.00
STREETS PRIORITY PROJECT (70%) TOTAL	\$ 8,450,000.00
PUBLIC SAFETY	
Project/Equipment	Requested Amount
New Fire Station #2	\$ 2,365,000.00
PUBLIC SAFETY TOTAL	\$ 2,365,000.00
PUBLIC SAFETY PRIORITY PROJECT (70%) TARGET	\$ 1,655,500.00
PUBLIC SAFETY PRIORITY PROJECT (70%) TOTAL	\$ 2,365,000.00
MUNICIPAL FACILITIES	
Project/Equipment	Requested Amount
Core Server Upgrade (5)	\$ 631,000.00
Core Server UPS Replacement (3)	\$ 53,000.00
MUNICIPAL FACILITIES TOTAL	\$ 684,000.00
MUNICIPAL FACILITIES PRIORITY PROJECT (70%) TARGET	\$ 478,800.00
MUNICIPAL FACILITIES PRIORITY PROJECT (70%) TOTAL	\$ 631,000.00

RECOMMENDED 2023 G.O. BOND CAPITAL PROJECTS

Updated June 1, 2023

PARKS & RECREATION

Project/Equipment	Requested Amount
Adams Golf Course Greens Rebuild - Phase 2	\$ 1,200,000.00
Pathfinder Parkway Repaving	\$ 250,000.00
Security Lighting in Parks	\$ 150,000.00
Hudson Lake Restrooms	\$ 130,000.00
Jo Allyn Lowe Drainage Improvements	\$ 120,000.00
Panther Park Equipment Replacement	\$ 100,000.00
Douglass Park Playground Shade Structure	\$ 70,000.00
Wayfinding Signage Phase 2	\$ 100,000.00
Jo Allyn Lowe Trail Lights	\$ 50,000.00
PARKS & RECREATION TOTAL	\$ 2,170,000.00
PARKS & RECREATION PRIORITY PROJECT (70%) TARGET	\$ 1,519,000.00
PARKS & RECREATION PRIORITY PROJECT (70%) TOTAL	\$ 1,520,000.00

TOTAL STREETS	\$ 12,035,000.00
TOTAL PUBLIC SAFETY	\$ 2,365,000.00
TOTAL MUNICIPAL FACILITIES	\$ 684,000.00
TOTAL PARKS & RECREATION	\$ 2,170,000.00
TOTAL 2023 G.O. BOND STAFF RECOMMENDED PROJECTS	\$ 17,254,000.00
COI	\$ 345,080.00
TOTAL ESTIMATED COST	\$ 17,599,080.00
4 YEAR G.O. BOND	\$ 17,600,000.00
REMAINING FUNDS	\$ 920.00
OVERALL PRIORITY PROJECT (70%) TARGET	\$ 12,320,000.00
HIGHLIGHTED PRIORITY PROJECT (70%) TOTAL	\$ 12,966,000.00

SPECIAL ELECTION PROCLAMATION AND NOTICE

Under and by virtue of Section 27 of Article X, of the Oklahoma Constitution and the Statutes of the State of Oklahoma, and Acts complementary, supplementary, and enacted pursuant thereto, and Ordinance No. ___ dated July 3, 2023, authorizing the calling of an election on the propositions hereinafter set forth, I, the undersigned Mayor of the City of Bartlesville, Oklahoma, hereby call a special election and give notice thereof to be held in the City of Bartlesville, Oklahoma, on the 10th day of October, 2023, for the purpose of submitting to the registered, qualified voters in said City the following propositions:

PROPOSITION NO. 1

Public Safety Buildings and Facilities Projects

Shall the City of Bartlesville, State of Oklahoma, incur an indebtedness by issuing its general obligation bonds in the sum of Two Million Four Hundred Twelve Thousand Dollars (\$2,412,000) to provide funds for the purpose of acquiring, constructing, expanding, renovating, repairing, and/or equipping public safety buildings, facilities, and equipment, all to be owned exclusively by the City, to be completed with or without the use of other funds, and levy and collect an annual tax, in addition to all other taxes, upon all the taxable property in said City sufficient to pay the interest on said bonds as it falls due, and also to constitute a sinking fund for the payment of the principal thereof when due, said bonds to be competitively sold and bear interest at the lowest rate not to exceed ten percentum (10%) per annum, payable semi-annually and to become due within ten (10) years from their date?

The voting machines or devices used at said election shall set out the proposition as above set forth and shall also contain the words:

YES – FOR THE ABOVE PROPOSITION

NO – AGAINST THE ABOVE PROPOSITION

PROPOSITION NO. 2

Municipal Buildings and Facilities Projects

Shall the City of Bartlesville, State of Oklahoma, incur an indebtedness by issuing its general obligation bonds in the sum of Six Hundred Ninety Six Thousand Dollars (\$696,000) to provide funds for the purpose of acquiring, constructing, expanding, renovating, repairing, and equipping municipal buildings, facilities, and equipment, all to be owned exclusively by the City, to be completed with or without the use of other funds, and levy and collect an annual tax, in addition to all other taxes, upon all the taxable property in said City sufficient to pay the interest on said bonds as it falls due, and also to constitute a sinking fund for the payment of the

principal thereof when due, said bonds to be competitively sold and bear interest at the lowest rate not to exceed ten percentum (10%) per annum, payable semi-annually and to become due within ten (10) years from their date?

The voting machines or devices used at said election shall set out the proposition as above set forth and shall also contain the words:

YES – FOR THE ABOVE PROPOSITION

NO – AGAINST THE ABOVE PROPOSITION

PROPOSITION NO. 3

Street and Bridge Projects

Shall the City of Bartlesville, State of Oklahoma, incur an indebtedness by issuing its general obligation bonds in the sum of Twelve Million Two Hundred Seventy Eight Thousand Dollars (\$12,278,000) to provide funds for the purpose of constructing, reconstructing, repairing, improving, and rehabilitating existing streets, roads, bridges, and intersections in the City (including lighting, sidewalks/bikepaths, landscaping, related drainage improvements, driveway reconstruction, and other related improvements), to be completed with or without the use of other funds, and levy and collect an annual tax, in addition to all other taxes, upon all the taxable property in said City sufficient to pay the interest on said bonds as it falls due, and also to constitute a sinking fund for the payment of the principal thereof when due, said bonds to be competitively sold and bear interest at the lowest rate not to exceed ten percentum (10%) per annum, payable semi-annually and to become due within ten (10) years from their date?

The voting machines or devices used at said election shall set out the proposition as above set forth and shall also contain the words:

YES – FOR THE ABOVE PROPOSITION

NO – AGAINST THE ABOVE PROPOSITION

PROPOSITION NO. 4

Parks and Recreational Facilities Projects

Shall the City of Bartlesville, State of Oklahoma, incur an indebtedness by issuing its general obligation bonds in the sum of Two Million Two Hundred Fourteen Thousand Dollars (\$2,214,000) to provide funds for the purpose of constructing, expanding, repairing, which may also include improving, renovating, acquiring and

equipping parks and recreational facilities, all to be owned exclusively by the City, to be completed with or without the use of other funds, and levy and collect an annual tax, in addition to all other taxes, upon all the taxable property in said City sufficient to pay the interest on said bonds as it falls due, and also to constitute a sinking fund for the payment of the principal thereof when due, said bonds to be competitively sold and bear interest at the lowest rate not to exceed ten percentum (10%) per annum, payable semi-annually and to become due within ten (10) years from their date?

The voting machines or devices used at said election shall set out the proposition as above set forth and shall also contain the words:

YES – FOR THE ABOVE PROPOSITION

NO – AGAINST THE ABOVE PROPOSITION

DESCRIPTION OF PROJECTS AND USE OF PROCEEDS

(Proposition No. 1)

Public Safety Buildings and Facilities Projects

The Public Safety Buildings and Facilities Projects for which the proceeds of the aforesaid not to exceed \$2,412,000 general obligation bonds shall be expended consist of acquiring, constructing, expanding, renovating, repairing, and/or equipping public safety buildings, facilities, and equipment, all to be owned exclusively by the City. The projects may be accomplished through participation with other governmental agencies and others, and may be accomplished in phases. The specific projects for which at least seventy percent (70%) of the proceeds of the aforesaid bonds shall be expended and the dollar amount of each such project shall be as follows:

New Fire Station #2	<u>\$2,412,000</u>
TOTAL: (representing over 70% of \$2,412,000)	\$2,412,000

(Proposition No. 2)

The Municipal Buildings and Facilities Projects for which the proceeds of the aforesaid not to exceed \$696,000 general obligation bonds shall be expended consist acquiring, constructing, expanding, renovating, repairing, and equipping municipal buildings, facilities, and equipment, all to be owned exclusively by the City, and may be accomplished through participation with other governmental agencies and others, and may be accomplished in phases. The specific projects for which at least seventy percent (70%) of the proceeds of the aforesaid bonds shall be expended and the dollar amount of each such project shall be as follows:

Core Server Upgrade	<u>\$643,000</u>
TOTAL: (representing over 70% of \$696,000)	\$643,000

(Proposition No. 3)

Street and Bridge Projects

The Street and Bridge Projects for which the proceeds of the aforesaid not to exceed \$12,278,000 general obligation bonds shall be expended consist of constructing, reconstructing, repairing, improving, and rehabilitating existing streets, roads, bridges, and intersections in the City (including lighting, sidewalks/bikepaths, landscaping, related drainage improvements, driveway reconstruction, and other related improvements). The projects may be accomplished through participation with other governmental agencies and others, and may be accomplished in phases. Project costs include related construction testing, inspection, project implementation and administration, planning, permitting, engineering and design, right of way and real property acquisition. The specific projects for which at least seventy percent (70%) of the proceeds of the aforesaid bonds shall be expended and the dollar amount of each such project shall be as follows:

Mill/Overlay – Adams Boulevard (Adams Rd. to Bison Rd.)	\$1,428,000
Mill/Overlay – Lupa Street (Sunset Blvd. to Seminole Ave., including Margarite Ave., Adeline Ave., Bucy Ave., Rogers Ave., Kaw Ave., Seminole Ave., Theodore Ave., Cudahy St., Morton Ave., and Sunset Blvd.)	\$1,204,000
Concrete Panel – Rockdale Road (Woodland Rd. to Brookside Pkwy, including Ridgewood Rd. from Rockdale Rd. to Woodland Rd. and Dogwood Ct.)	\$979,000
Mill/Overlay – Cherokee Avenue (Hensley Blvd. to 14 th St.)	\$842,000
Concrete Panel – Lahoma Drive (Spring Rd. to Palmetto Dr.)	\$714,000
Asphalt Rebuild – Michigan Street (Queenstown Ave. to Elmhurst Ave.)	\$561,000
Mill/Overlay – Southview Avenue (18 th St. to 23 rd St., including 18 th St. and 23 rd St.)	\$541,000
Mill/Overlay – Swan Drive (Nowata Rd. to Rolling Meadows Rd., including Harned Dr. from Nowata Rd. to Bridle Rd.)	\$510,000
Mill/Overlay – Avondale Avenue (Tuxedo Rd. to Ohio St., including Michigan St., and Indiana St.)	\$510,000

Mill/Overlay – Spruce Avenue (Tuxedo Rd. to Melody Ln., including Fleetwood Dr., Carole Ct., Sunview Pl., Barbara Ave., and Kentucky St.)	\$419,000
Concrete Panel – Greystone Avenue (Adams Blvd. to Rolling Meadows Rd.)	\$306,000
Mill/Overlay – Rice Creek Road (Silver Lake Rd. to ½ mile east)	\$255,000
Mill/Overlay – Valley Road and Denver Road (Shawnee Ave. to Hillcrest Dr.)	\$225,000
Mill/Overlay – Georgetown Drive (Silver Lake Rd. to Cambridge Ct.)	<u>\$128,000</u>
TOTAL: (representing over 70% of \$12,278,000)	\$8,622,000

(Proposition No. 4)

Parks and Recreational Facilities Projects

The Parks and Recreational Facilities Projects for which the proceeds of the aforesaid not to exceed \$2,214,000 general obligation bonds shall be expended consist of constructing, expanding, repairing, which may also include improving, renovating, acquiring and equipping parks and recreational facilities, which may also include green spaces, playgrounds, athletic facilities, aquatic facilities, maintenance facilities, recreation facilities, picnic and multi-purpose shelters, restrooms, concessions facilities, landscaping, utilities and utility relocation, technology improvements, lighting, equipment, furniture, furnishings, park materials, fencing, drainage improvements, water features, waterways, park parking, paths, sidewalks, trails, park roadways, traffic control improvements, demolition, park infrastructure, irrigation and park access and accessibility improvements, along with related construction testing, inspection, project implementation and administration, planning, permitting, engineering and design, right of way and real property acquisition, all to be owned exclusively by the City, and may be accomplished through participation with other governmental agencies and others, and may be accomplished in phases. The specific projects for which at least seventy percent (70%) of the proceeds of the aforesaid bonds shall be expended and the dollar amount of each such project shall be as follows:

Adams Golf Course Greens Rebuild – Phase 2	\$1,224,000
Pathfinder Parkway Repaving	\$255,000
Douglas Park Playground Shade Structure	<u>\$72,000</u>
TOTAL: (representing over 70% of \$2,214,000)	\$1,551,000

That only the registered, qualified voters of the City of Bartlesville, Oklahoma, may vote upon the propositions as above set forth.

The polls shall be opened at 7:00 o'clock a.m. and shall remain open continuously until and be closed at 7:00 o'clock p.m.

Such election shall be conducted by those precinct officers designated by the County Election Board of Washington County, Oklahoma, which officers shall also act as counters and certify the results thereof as required by law.

As provided in Title 26, Oklahoma Statutes Section 13-103, the City authorizes the Washington County Election Board to close the precinct polling places for Precinct #570109 located in Osage County, Oklahoma, and Precinct #740079 located in Washington County, Oklahoma, for this election because only a portion of each precinct is located within the municipal boundaries of the City, and the City Council has determined that no one resides within that portion of the respective precincts.

WITNESS my hand as Mayor of the City of Bartlesville, Oklahoma and the Seal of said City affixed hereto on the 3rd day of July, 2023.

(SEAL)

Mayor

ATTEST:

City Clerk

Background:

Loftis Furniture began in Holdenville, OK in 1916. After expansions to McAlester in 1966 and Muskogee in 1968, the Bob Loftis Furniture Bartlesville location began business in 2005. The Bartlesville and Muskogee operations are owned by Bob Loftis Furniture Corporation and operated by Ms. Lynn Loftis, who owns both locations. Other locations in McAlester and Seminole are owned and operated separately by other family members.

From the Bob Loftis Furniture website:

When purchasing a new home, most people refer to the expertise of real estate agents; specialized professionals that have been and will be selling homes for years. Why accept less expertise when you need to fill your new home with Furniture, Mattresses? Stop and think about it. If you really want help -- go to the experts!

We have been in the Furniture, Mattresses business for years. That's what we love, that's what we do, and that's what we know. So if you want to get your money's worth, come shop with us and expect nothing less than expert advice and service.

We are locally owned and operated and have been in the Furniture, Mattresses business for years. It's our business to know everything about the most popular and reliable manufacturers around. We have long standing relationships with the biggest manufacturers and know all of our products inside and out. The result? You get exceptional service for the life of your Furniture, Mattresses.

Come shop where experts can help you choose the right Furniture, Mattresses to match your budget, needs, and style. Come shop where it's easy to protect your new investment with professional installation and extended warranties (if available). Come shop where you can expect exceptional service for the life of your new purchase.

Come shop with us.

Opportunity:

Bob Loftis Furniture is expanding to a new location for their furniture sales in Bartlesville. Sleep and recliner sales will continue to be located at the Highway 75 location between Chili's and Freddy's. The new furniture location will be the old Examiner-Enterprise building located at 4125 Nowata Road. They expect to be open this July. This incentive funding will provide critical financial assistance to fund the purchase of an inventory rack system and lighting for the new location that will help make their opening possible.

Based on sales numbers from both the mattress and recliner business as well as previous full sales numbers at their prior location (less recliner and sleep), an annualized pro-forma was provided for incentive calculation.

Average annual sales: \$1,200,000

80% discount for non-targeted brand: \$240,000

Annual sales tax revenue based on 3.4% tax rate: \$8,160

Total 10-year tax revenue: \$81,600

Max incentive per 50% incentive cap: \$40,800

Background:

From the owner:

A new era dawns upon the magnificent Price Tower. The vibrant pulse of revitalization beats through the halls of this architectural gem as two remarkable restaurants Love 66 Bistro™ and Wright Steak™ prepare to open their doors. With their distinct themes and culinary offerings, these establishments mark the beginning of an exciting chapter in the Price Tower's legacy, attracting locals and visitors alike to experience the fusion of nostalgia, elegance, and fine dining. As these restaurants breathe new life into this treasured landmark, the Price Tower once again becomes a beacon, drawing people from far and wide to indulge in the past, present, and future that intertwine within its walls.

Love 66 Bistro™:

Step back in time to the groovy era of the 1960s with Love 66 Bistro™, a new themed nostalgia restaurant that takes you on a trip down memory lane. Love 66 Bistro™ not only captures the essence of the swinging sixties but also celebrates the spirit of individualism that inspired a generation of innovators in the arts, music, business, and technology. Offering a vibrant and immersive dining experience for all guests, Love 66 Bistro™ transports you to a world of retro decor, iconic music, and the cultural revolution that defined the era.

Embracing the spirit of individualism, Love 66 Bistro™ boasts a carefully curated menu inspired by the culinary trends of the 1960s. Indulge in classic comfort foods like hearty burgers, crispy onion rings, creamy milkshakes, and savory sandwiches with a modern twist. Our talented chefs use fresh, locally sourced ingredients to recreate the flavors that made the '60s unforgettable, paying homage to the era's culinary innovation and adventurous spirit.

The restaurant's ambiance is a delightful blend of vintage memorabilia and iconic pop culture references. Enjoy your meal while surrounded by vintage posters and vinyl records spinning on turntables, immersing yourself in the atmosphere that fostered a generation of artistic expression and creativity. Love 66 Bistro™ goes beyond a culinary experience by featuring live music performances, showcasing the best of '60s hits and paying tribute to the legendary artists who shaped that transformative era.

Whether you're a fan of the 1960s or simply looking for a unique dining experience that embraces the spirit of individualism, Love 66 Bistro™ offers a trip back in time that will leave you feeling nostalgic, groovy, and inspired by the boundless possibilities that the era ignited. By introducing this vibrant establishment within the Price Tower, Bartlesville's most historic icon, Love 66 Bistro™ becomes a catalyst for the revitalization of this cherished landmark, inviting guests to celebrate the past while embracing the future.

Wright Steak™:

Perched atop the iconic Price Tower, Wright Steak™ invites you to indulge in a luxurious dining experience while paying homage to the architectural genius of Frank Lloyd Wright. Located on the 15th and 16th floors, this high-end steakhouse offers breathtaking panoramic views of the city skyline paired with exceptional cuisine and impeccable service. As you step into Wright Steak™, you'll immediately be captivated by the elegant ambiance and sophisticated design. The restaurant seamlessly combines contemporary elements with Wright's signature style, featuring clean lines, organic forms, and natural materials that create an atmosphere of refined elegance.

Wright Steak™ goes beyond being a mere restaurant; it becomes a regional destination for celebrating special occasions such as engagements, graduations, or business milestones. With its extraordinary setting and attention to detail, it provides the perfect backdrop for unforgettable moments and cherished memories. The stunning architectural details within the interior pay tribute to Wright's vision and legacy, enhancing the sense of occasion and creating an experience that is both remarkable and intimate.

The menu at Wright Steak™ is a celebration of prime cuts of beef and fine dining at its best. The skilled culinary team takes pride in sourcing the highest quality steaks from local farms and expertly preparing them to perfection. From tender filet mignon to flavorful ribeye, each dish is meticulously crafted to ensure an unforgettable gastronomic experience that leaves a lasting impression on your taste buds. To complement the exquisite steaks, the menu at Wright Steak™ offers an array of tantalizing appetizers, fresh seafood options, decadent desserts, and a curated selection of wines and cocktails. Every aspect of your dining experience is carefully considered, from the impeccable service to the thoughtful presentation of each dish. Whether you're celebrating a milestone or seeking an elevated dining experience, Wright Steak™ promises to deliver the epitome of culinary excellence and personalized service that exceeds your expectations.

Embrace the legacy of Frank Lloyd Wright while savoring world-class cuisine and basking in the breathtaking views from Wright Steak™, a destination that seamlessly blends architectural marvels and culinary delights. As you create cherished memories and embark on extraordinary dining experiences, Wright Steak™ stands as a testament to the enduring allure of the Price Tower, solidifying its position as an iconic symbol of celebration, sophistication, and refined taste.

Opportunity:

The addition of Love 66 Bistro™ and Wright Steak™ to the city of Bartlesville brings forth numerous benefits that extend beyond the local community. These two exceptional venues will not only cater to the local audience but also tap into a regional audience, specifically targeting the 12 million people within Price Tower's drive market. This strategic marketing approach ensures that Love 66 Bistro™ and Wright Steak™ become regional attractions, drawing visitors from neighboring cities and states.

By attracting visitors to Bartlesville through these enticing dining establishments, the city lays the groundwork for an expanded infrastructure that encourages people to stay longer and spend more. Love 66 Bistro™ and Wright Steak™ serve as the initial building blocks for a flourishing hospitality ecosystem. Visitors who come for a memorable dining experience may also be enticed to attend plays and concerts at "The Center," open-air concerts in Unity Park, and participate in citywide festivals and seasonal events.

The synergy created between these venues fosters a vibrant atmosphere where visitors can enjoy a rich cultural and culinary experience in Bartlesville. The availability of high-quality restaurants such as Love 66 Bistro™ and Wright Steak™ add to the city's overall appeal, encouraging visitors to extend their stay and explore all that Bartlesville has to offer. This, in turn, generates economic growth and stimulates the local economy, as visitors spend their time and resources in hotels, shops, and other restaurants and businesses throughout the city.

Based on projected sales numbers from the previous restaurant tenants as well as industry sales estimates, an annualized pro-forma was provided for incentive calculation.

Wright Steak Steakhouse

Average annual sales: \$1,569,576

80% discount for non-targeted brand: \$313,915

Annual sales tax revenue based on 3.4% tax rate: \$10,673

Total 10-year tax revenue: \$106,731

Max incentive per 50% incentive cap: \$53,366

LOVE66 Cafe

Average annual sales: \$1,021,456

80% discount for non-targeted brand: \$204,291

Annual sales tax revenue based on 3.4% tax rate: \$6,946

Total 10-year tax revenue: \$69,459

Max incentive per 50% incentive cap: \$34,729