



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

**REGULAR MEETING OF THE
BARTLESVILLE CITY COUNCIL
Monday, August 7, 2023
5:30 p.m.**

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

AGENDA

- 1. Call to order the business meeting of the Bartlesville City Council by Mayor Copeland.**
- 2. Roll call and establishment of a quorum.**
- 3. The invocation will be provided by Jason Elmore, Pastor Friday Nite Church/President Bartlesville Ministerial Association**
- 4. Citizens to be heard.**
- 5. City Council Announcements and Proclamations.**
- 6. Authorities, Boards, Commissions and Committee Openings**
 - One opening on the Ambulance Commission
 - One opening on the Bartlesville Library Trust Authority
 - Two upcoming openings on the Board of Adjustment
 - One upcoming opening 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 July 3, 2023.
 - ii. The Special Meeting Minutes of June 24, 2023.
 - b. Approval or Ratification of Appointments to Authorities, Boards, Commissions, and Committees.**
 - i. Appointment of Ms. Jennifer Galvin to a three-year term on the Park Board at the recommendation of Vice Mayor Curd.
 - ii. Appointment of Mr. Mark Cough to a three-year term on the Bartlesville Library Trust Authority at the recommendation of Councilman Roszel.
 - iii. Appointment of Ms. Donna Keffer as the Price Tower Representative to a three-year term on the Community Center Trust Authority's Tower Center at Unity Square Management Committee at the recommendation of Vice Mayor Curd.
 - c. Approval of Resolutions**
 - i. Amending the budget for the City of Bartlesville, Oklahoma for Fiscal Year 2022-23, appropriating unanticipated revenue for the Health Insurance Fund.

- d. Approval of Agreements, Contracts, Engagement Letters and Change Orders**
 - i. Airport Hangar Lease Agreement for the Bartlesville Municipal Airport between the City of Bartlesville and Dennis Devries in the amount of \$250.00 per month.
 - ii. Magazine/Newspaper Subscription Service Proposal between Rivistas Subscription Service and the Bartlesville Public Library/City of Bartlesville for Fiscal Year 2023-2024.
 - iii. Agreement with Indian Nation Council of Governments (INCOG) for mapping and GIS support, Community Development Grant Writing Assistance, INCOG Events, and other benefits and outcomes, in the amount of \$18,500.00.
 - iv. Amended Development Agreement between The Voice of the Martyrs, Inc. and the City of Bartlesville relating to future development and the Final Plat of Voice of the Martyrs, an addition to the City of Bartlesville, being a part of Section 22, Township 26 North, Range 13 East, Washington County, Oklahoma.
 - v. Janitorial Contracts between the City of Bartlesville and Oklahoma's Best Cleaning Service LLC for cleaning services provided to the Bartlesville Public Library and City Hall in the amount of \$2475.00 per month, per facility.
- e. Bartlesville NEXT Report**
 - i. Bartlesville NEXT Progress Report – August 2023.
- f. Receipt of Financials**
 - i. Interim Financials for the twelve months ending June 30, 2023.
- g. Receipt of Bids**
 - i. Bid No. 2023-2024-003 for Asphalt Rehabilitation Delaware Avenue and Clear Creek Loop
- 8. Discuss and take possible action to award Bid No. 2023-2024-003 for Asphalt Rehabilitation Delaware Avenue and Clear Creek Loop. Presented by Councilmember Roane.**
- 9. Discuss and take possible action to approve the Collective Bargaining Agreement between the City of Bartlesville and International Association of Firefighters Local 200 (the "IAFF") for Fiscal Year 2023-2024. Presented by Jess Kane, City Attorney.**
- 10. Discuss and take possible action on a request from the Washington County Soccer Club to name the soccer fields at Robinwood Park: "Joe Bares Soccer Complex". Presented by Larry R. Curtis, Director, Community Development.**
- 11. Discuss and take possible action on a request from the Bartlesville Planning Commission to appoint two City Council members and a citizen to the Planning Commission Comprehensive Plan Committee. Presented by Larry R. Curtis, Director, Community Development.**
- 12. New Business.**
- 13. City Manager and Staff Reports.**
- 14. City Council Comments and Inquiries.**

15. 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, August 3, 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, July 3, 2023
5:30 p.m.**

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

MINUTES

(The Notice of Meeting was posted December 15, 2022
and the Agenda was posted June 29, 2023 at 5:00 p.m.)

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

City staff present were Mike Bailey, City Manager; Jess Kane, City Attorney (via phone); Jason Muninger, City Clerk/CFO; Terry Lauritsen, Director of Water Utilities; Micah Siemers, Director of Engineering; Laura Sanders, Director of Human Resources, Chief Communications Officer; Larry Curtis, Director of Community Development; Fire Chief David Topping; Police Chief Kevin Ickleberry, Security; and Elaine Banes, Executive Assistant.

- 1. The business meeting of the Bartlesville City Council was called to order at 5:33 p.m. by Vice Mayor Curd.**
- 2. Roll Call was held and a quorum established.**
- 3. The Invocation will be provided by Pastor Pam Crawford, Good Shepherd Presbyterian Church.**
- 4. Citizens to be heard.**

There were no 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

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

7. Consent Docket

a. Approval of Minutes

- i. The Regular Meeting Minutes of 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

Vice Mayor Curd read the consent docket in its entirety. Ms. Roane pulled Items 7.bi., 7.d.ii. and 7.d.iii. for further discussion. Mr. Roszel pulled Item 7.d.iv. for further discussion.

Ms. Roane moved to approve the consent docket as presented, with the exception of Items 7.b.i, 7.d.ii, iii and iv, seconded by Mr. Roszel.

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

Voting Nay: None

Motion: Passed

7.b.i. 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.

Ms. Roane stated her appreciation of Ms. Washington for volunteering, and encouraged others to apply to serve on the City's committees.

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

- ii. Lease Agreement between Friends of the Kiddie Park and the City of Bartlesville for expansion of Kiddie Park.

Ms. Roane provided the history of the Kiddie Park and appreciated all that the Park and its staff do for the community. Discussion covered City funds provided last year for improvements; how the lease agreement expands the property in order to provide additional rides, and utilities that may need to be considered in the expansion.

- 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.

Ms. Roane shared her appreciation of the Cherokee Nation, as did Mr. Roszel and Vice Mayor Curd.

- iv. Design Contract with Heckenkemper Golf Course Design for master planning services for Adams Municipal Golf Course in the amount of \$39,500.00.

Mr. Roszel inquired and staff discussed the timing of obtaining the design now in order for work to begin next year; how the \$39,500 is specifically for the design; how a master plan is obtained for all City's facilities when developing or when renovating; and how most construction works from a master plan. Mr. Roszel added that he recognized a lot of work is needed on the facility. Mr. Bailey added that the last golf course masterplan the City used was dated back to 1999. Vice Mayor Curd added that the golf course brings a lot of money into Bartlesville and for not-for-profit fundraisers.

Mr. Roszel moved to approve Items 7.b.i, 7.d.ii., iii. and iv. as presented, seconded by Ms. Roane.

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

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.**

Mr. Bailey opened reporting that the projects included in the proposed ordinance was selected by the City Council in previous meetings, and was then provided to Mr. Nate Ellis, attorney with The Public Finance Law, LLC to prepare the official documents for approval. Mr. Ellis reviewed the Ordinance and Proclamation of Special Election and Notice.

A brief discussion was held on the four propositions that citizens will be asked to vote on at the October 10, 2023 election; the meaning behind declaring an emergency which essentially allows the Ordinance to become effective immediately instead of one day after publication in the local newspaper; how the emergency declaration allows the processing of the documents immediately with the Election Board; terms of the bonds and how they are determined; and that this election will not impose additional taxes by keeping the mil levy at 15. Vice Mayor Curd stated his appreciation to the citizens who have supported GO Bond elections over the years.

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

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

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.**

See discussion above for the need for the emergency clause.

Mr. Roszel moved to declare an emergency to immediately enact the adopted Ordinance in Item 8. as presented, seconded by Ms. Roane.

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

- 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.**

Mr. Batchelder opened with first thanking Ken Johnson for everything he is doing to improve the Kiddie Park.

Using a PowerPoint, Mr. Batchelder reported that 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 opened 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 as follows:

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

A brief discussion followed covering the requirements for certificate of occupancy; the recent incentivization for Neals Furniture and how both companies will provide more options to the citizens; and how incentives are available to local companies as well as outside companies/chains.

Mr. Dorsey moved to approve the recommendation by the Bartlesville Development Authority for development assistance of \$40,800 to Bob Loftis Furniture as presented, seconded by Mr. Roszel.

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

- 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.**

Mr. Batchelder, using a PowerPoint, reported that the WrightSteak Steakhouse will be part of a complete reimaging of the Price Tower. It will be a high-end, high-ticket steakhouse on the 15th and 16th floors, that will be a draw to the community as well as a destination event location for locals and visitors. He provided the projected sales numbers provided from the previous restaurant tenants, as well as industry sales climate, annualized pro-forma that provides for incentive calculation as follow:

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

A brief discussion followed covering how the \$1.5 million in annual sales was determined (received from an industry expert, Anthem Blanchard); how this steakhouse will be unique to our community and will be high-end food and service; how the incentive amount is comfortable; how the Blanchard's and Mr. French (who were in attendance) have provided a proforma which is a good predictor of sales.

Ms. Roane moved to approve the recommendation by the Bartlesville Development Authority for development assistance of \$53,366 to WrightSteak Steakhouse as presented, seconded by Mr. Dorsey.

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

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.

Using a PowerPoint, Mr. Batchelder reported the Love 66 Café Restaurant will be located on the 1st floor of the Price Tower. It is currently being re-envisioned and will be a daily, lunch-type concept. The Route 66/diner décor will be used, and will be a great addition to our community. It will be operated as a separate business from WrightSteak Steakhouse, therefore the incentives are set apart separately.

Discussion covered that both incentives were for two different companies; and how exciting both will be as an addition to the Price Tower.

Mr. Dorsey moved to approve the recommendation by the Bartlesville Development Authority for development assistance of \$34,729 to LOVE66 Cafe Restaurant of Bartlesville as presented, seconded by Ms. Roane.

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

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.

Mr. Roszel and Mr. Dorsey each expressed how they would be honored to be appointed to the Bartlesville Convention & Visitors Bureau Board of Directors.

Vice Mayor Curd moved to appoint Councilmembers Dorsey and Roszel to serve as ex-officio members of the Bartlesville Convention & Visitors Bureau as presented, seconded by Ms. Roane.

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

14. New Business.

There was no new business.

15. City Manager and Staff Reports.

Mr. Bailey provided information on trash service changes due to the July 4th holiday. Tuesday trash service will be conducted on Wednesday, July 5.

Business licenses need to be renewed throughout the month of July. After July 1st, a late penalty will be required.

Mr. Bailey asked Mr. Lauritsen to provide a water supply update. Mr. Lauritsen, using a PowerPoint, provided drought information currently being experienced in Kansas and parts of Oklahoma. Where Bartlesville's watershed is located near Sedan and Cedar Vale Kansas, there is a designation of an exceptional drought. At this time the combined water supply is at 57%. He provided Mesonet Data on precipitation, which is 10" short of what is normally received. He then reviewed a Projected Water Supply Chart showing that Stage 4 may occur sometime during August using these projections. He also provided a chart of monthly consumption which is averaging below 5 million gallons a day when normally during this time of the year, 6 to 7 million gallons are used. Capturing rain water or water runoff to use for plants and yards is encouraged, and rain barrels are not illegal. If storing water becomes a mosquito issue, contact the City for treatment options.

Discussion covered that the Caney River is being used as the primary water source at this time; the amount of water being released from Hulah and Copan lakes by the Corp daily; how emergency measures are being considered and researched, such as waste water reuse that could produce 4 million gallons per day; and how conversations have already begun with legislators to get waste water reuse permitting approved expeditiously. Other resources include researching an aquifer in Osage County, water access from Skiatook and Birch lakes, and possibly Tulsa, in the event of extreme water supply shortage. Mr. Bailey expressed that no one will go without water; how there will be water through next summer at the current rate of supply and demand; and how waste water reuse could extend water

supply past next summer. He added that the City has a plan and research has already begun on all options. The Water Resource Committee will be reinstated to assist with all of this information, and getting a working plan in place. Staff feels that diversifying the City's water supply is necessary, which was also encouraged by the Corps. Public discussion has not been held until now due to all options being researched. Recommendations by the Water Resource Committee will be brought before the City Council for approval. Mr. Bailey continued reporting that loans are available through the Oklahoma Water Resources Board, as well as grants in order to purchase options for additional supply. The City is also continuing to work with the Army Corps to obtain Copan water rights. Vice Mayor Curd commented on how well the citizens are conserving, and how important it is to conserve now to extend the water supply as long as possible. The Corps releases only the state mandated amount each day which maintains water quality.

Vice Mayor Curd encouraged everyone to subscribe to City Beat where up-to-date information on the drought, water supply and other pertinent information is available. Mr. Roszel stated his support and respect of Mr. Lauritsen who has taken much heat on the water situation, how he continues to consistently provide current information and to look for additional water supply options.

16. City Council Comments and Inquiries.

There were no City Council comments or inquiries.

17. There being no further business to address, Vice Mayor Curd adjourned the meeting at 7:07 p.m.

Vice Mayor, Jim Curd, Jr.

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**

**Monday, July 24, 2023
5:30 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 Vice Mayor Jim Curd, Jr. and Councilmembers Trevor Dorsey (arriving at 5:41 p.m.), Billie Roane and Loren Roszel. Absent was Mayor Dale Copeland.

City staff present were Mike Bailey, City Manager; Tracy Roles, Assistant City Manager; Jess Kane, City Attorney(via phone); Jason Muninger, CFO/City Clerk; Terry Lauritsen, Director of Water Utilities; and Police Chief Kevin Ickleberry.

1. **The business meeting of the Bartlesville City Council was called to order by Vice Mayor Curd at 5:30 p.m.**
2. **Roll Call was conducted and a quorum established.**
3. **The invocation was provided by Quinn Schipper.**
4. **Citizens to be heard.**

There were no citizens to be heard.

5. **Discuss and take possible action to award Bid No. 2023-2024-001 for water and wastewater line repair materials. Presented by Councilmember Roszel.**

Mr. Roszel moved to award Bid No. 2023-2024-001 to the vendor who submitted the low bid meeting specifications which are highlighted in the attached bid tabulations, seconded by Ms. Roane.

Ayes:	Mr. Roszel, Ms. Roane, Vice Mayor Curd
Nays:	None
Motion:	Passed

6. **Discuss and take possible action to award Bid No. 2023-2024-002 for water treatment chemicals. Presented by Councilmember Roszel.**

Mr. Roszel moved to award Bid No. 2023-2024-002 to the vendor who submitted the low bid meeting specifications which are highlighted in the attached bid tabulations, seconded by Ms. Roane.

Ayes: Ms. Roane, Mr. Roszel, Vice Mayor Curd
Nays: None
Motion: Passed

7. Update on the City of Bartlesville Water Supply. Presented by Terry Lauritsen, Director of Water Utilities. (Councilmember Dorsey arrived during the presentation of this item.)

Mr. Lauritsen reported that the watershed and surrounding area received beneficial rainfall over a week ago. Using a PowerPoint, he reported on the Bartlesville water service area; raw water supply and locations; overall water supply that is currently at 76%; watershed locations; the Kansas Mesonet showing drought conditions; how Copan is still low due to lack of rain runoff to it; and water supply projection since supply is still considered low. Mr. Muninger reported on the effect of the emergency rates on revenue. He stated that the total additional amount collected was \$32,795, with commercial accounts bringing in \$25,696, and residential customers \$7,099. Comparisons from last year show a \$150,000 reduction in revenue due to conservation. A brief discussion covered the average increase on commercial and residential meters; how citizens stepped up conservation; and how monitoring will continue.

8. Discuss and take possible action to approve a Resolution repealing Emergency Water Rates established by Resolution 3670. Presented by Terry Lauritsen, Director of Water Utilities.

Mr. Lauritsen reported that on April 3, 2023, Council approved amendments to the Water Shortage Ordinance (3569) and a Resolution implementing the Stage 2 Emergency Water Rates (3669). Water supply levels continued to decline in April and fell below 60% the week of April 17, which triggered the Stage 3 restrictions. The Stage 3 Emergency Water Rates (3670) were approved by Council on May 15, 2023. Water supply hovered between 56% and 58% in May, June and early July. Rains on July 14 & 15 had a significant impact on the water supply. Prior to the rain on July 14, water supply was 57.1%. After the rains, water supply rose to 66.2% on July 15, 72.1% on July 17 and as of July 19, water supply is 73.5% with inflow still coming into Hulah Lake. Per the Water Shortage Ordinance, there are no restrictions or emergency water rates when water supply is between 70% to 79%, only advisories and voluntary conservation. Thus, staff is requesting that Council repeal Resolution 3670, which enacted the Stage 3 emergency water rate adjustment, and return to the normal volumetric rates. If approved, the repeal of the emergency water rates will be retroactive to July 17.

Ms. Roane moved to approve the Resolution repealing Emergency Water Rates established by Resolution 3670 which will be retroactive to July 17, 2023, seconded by Mr. Roszel.

Mr. Roszel stated his appreciation to City Staff and the YMCA for getting Frontier Pool and the splash pads open.

Ayes: Mr. Dorsey, Mr. Roszel, Ms. Roane, Vice Mayor Curd
Nays: None
Motion: Passed

9. Discuss and take possible action re-establishing the Bartlesville Water Resources Committee; setting terms of office for committee members' declaring the process for selection and appointment of Committee members; setting responsibilities of the Committee; and appointing Initial Committee Members. Presented by Mike Bailey, City Manager.

Mr. Bailey reported that prior to and during the recent drought, he had been in discussion with his staff analyzing different options to strengthen Bartlesville's water supply options. Staff felt that re-establishing the Bartlesville Water Resources Committee was the best place to begin researching and investigating options. Due to the recent rainfall, the situation is not as urgent, although continues to be extremely important. The Committee has not met in many years and due to many of the former members no longer able to serve due to a variety of reasons, a new roster was developed with a few changes from the original. Mr. Bailey read who the Committee will consist of and that term limits will be unlimited three-year terms. The Committee will be tasked with studying and identifying a supplemental water source sufficient to address the City's immediate needs during the current water shortage; review the City's current drought plan and make recommendations for changes; study and identify supplemental water sources sufficient to ensure water security to meet the City's long-term needs; and to make recommendations to the City Council related to all previous tasks. Mr. Bailey read the proposed appointees as follows: Dale Copeland, Mayor; Billie Roane, City Councilmember; Mike Bailey, City Manager, George Halkiades, Ward 1 Representative; Bill Dausses, Ward 2 Representative; Tom Gorman, Ward 3 Representative; Quinn Schipper, Ward 4 Representative; Harvey Little, Ward 5 Representative, Kevin Trease, Dewey Resident; Mike Dunlap, Washington County Commissioner; David Wood, Bartlesville Development Authority; Sherri Wilt, Bartlesville Regional Chamber of Commerce; Mack Savala, Senator Lankford's office (ex officio); Crystal Campbell, Senator Mullin's office (ex officio); Derrick Sisney, Representative Brecheen's office (ex officio); Julie Daniels, Legislative Liaison (ex officio) and Terry Lauritsen, Water Utilities Director (ex officio). This Resolution will repeal conflicting resolutions including Resolutions 2872, 3009, 3012 and 3173. Mayor Copeland, Tom Gorman, David Wood and Julie Daniels also served on the original committee.

A brief discussion covered a suggestion that the Resolution be amended in the membership portion from "A resident of Washington County" to "A Washington County Commissioner"; how Commissioner Dunlap expressed his desire to represent Washington County when approached about the Committee; and how each person was chosen either from a recommendation from a Councilmember, from City staff, or a head of the various organizations. Vice Mayor Curd affirmed each appointment saying each proposed appointment are well qualified to serve on this committee.

Mr. Roszel moved to approve the Resolution re-establishing the Bartlesville Water Resources Committee including each appointment, and the Washington County Commissioner modification, seconded by Ms. Roane.

Mr. Bailey added that the original committee held a position for an Osage County Representative because a possible water supply in the early 2000's was located in Osage County. That is no longer an option, therefore an Osage County Representative is not necessary.

Ayes: Mr. Roszel, Ms. Roane, Mr. Dorsey, Vice Mayor Curd
Nays: Passed
Motion: Passed

10. City Manager and Staff Reports.

Mr. Bailey encouraged citizens to participate in completing the Sidewalk Survey which can be found on the City's website.

He also reported that Frontier Pool is now open to the public. Mr. Bailey expressed his appreciation to YMCA and the City staff to getting the pool in short-time. City Ride had already provided and will continue to provide shuttle rides to Osage Hill State Park Swimming Pool on Tuesdays and Thursdays. The cost for both pools are the same. Ms. Roane encouraged citizens to sign up for City Beat as it contains information covering pool information, as well as other City related issues. Children under 12 must be accompanied by a guardian to use the shuttle. Mr. Bailey also stated his appreciation of City Ride who stepped up and did not require any charge from citizens or the City for the shuttle to Osage Hills.

11. City Council Comments and Inquiries.

Mr. Roszel stated how the citizens did a great job during the water shortage, and on how the community came together during this time. Vice Mayor concurred. Ms. Roane appreciated the local media also.

12. There being no further business to address, Vice Mayor Curd adjourned the meeting at 6:24 p.m.

Jim Curd, Jr., Vice Mayor

Jason Muninger, CFO/City Clerk

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action on a request to appoint Jennifer Galvin to the Park Board.

Attachments:

Application - Jennifer Galvin

II. STAFF COMMENTS AND ANALYSIS

Staff is making the appointment of Jennifer Galvin to the Park Board, replacing Debbie Haskell, who has completed her full term on the board. This appointment comes after careful consideration of Ms. Galvin's qualifications, dedication to community service, and her commitment to enhancing our city's parks and recreational facilities.

Background:

The Park Board plays a vital role in overseeing the development, maintenance, and enhancement of our city's parks, green spaces, and recreational amenities. Their efforts contribute significantly to the well-being and quality of life for our residents. Debbie Haskell has served diligently on the Park Board for the past six years, and her dedication and valuable contributions are sincerely appreciated.

Appointment of Jennifer Galvin:

After an extensive review of potential candidates, Jennifer Galvin emerged as an excellent nominee to join the Park Board. Ms. Galvin has been an active member of our community for several years, actively participating in various volunteer initiatives and community events. Her passion for promoting outdoor activities, green initiatives, and creating family-friendly spaces aligns perfectly with the mission and goals of the Park Board.

III. RECOMMENDED ACTION

Appointment of Jennifer Gavin to the Park Board.

Please check the ones you wish to serve on:

- Park Board

Name

Jennifer Galvin

Address

24356 N 3967 RD
Bartlesville, Ok 74006
[Map It](#)

Home Phone

(918) 914-0904

Cell Phone

(918) 914-0904

Email

Jengalvin@sbcglobal.net

Ward Number

I 0.25 mi south of 2400 RD

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

I have worked with the city on planting milkweed at the Jo Allyn Lowe park. I have been trained as a Washington Co. Master Garden. I have also been involved with planting wildlife habitat at the Research and Development center.

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

I was on the Library Board for almost 2 years in the '90's. Unfortunately, I had to leave the Board early as my work travel increased. In 1992 I was involved in the Westside Lead/Cadmium cleanup for two years.

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

I would like to see the parks be used for education of our youngsters, tourists, and others through use of diverse and native plants and programs that draw people to these natural sites.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

City Council consideration for the appointment of Mark Cough to the Library Trust Authority.

Attachment: Mark Cough application

II. STAFF COMMENTS AND ANALYSIS

I would like to recommend the appointment of Mr. Cough to the Library Trust Authority. This appointment will be replacing George Halkiades, whose final term ended in April 2023. Mr. Cough has an MBA in finance and currently serves as CFO at Truity Credit Union. His expertise and experience is perfect for this board.

He is also a community volunteer, serving on the boards of Westside Community Center and Youth and Family Services.

III. BUDGET IMPACT

There are no budget considerations with this request.

IV. RECOMMENDED ACTION

I recommend the appointment of Mark Cough to the Bartlesville Library Trust Authority.

Cindy A. Yell

From: Shellie R. McGill
Sent: Tuesday, July 18, 2023 8:47 AM
To: Denise C. Goff; Cindy A. Yell
Subject: FW: New submission from Application for City Boards, Commissions, Committees & Trust Authorities

Please prepare a memo to appoint Mr. Cough to the Library Trust Authority.

Thank you

From: Elaine Banes <rebanes@cityofbartlesville.org>
Sent: Monday, July 17, 2023 3:44 PM
To: Shellie R. McGill <mrmcgill@cityofbartlesville.org>; Denise C. Goff <dcgoff@cityofbartlesville.org>
Subject: FW: New submission from Application for City Boards, Commissions, Committees & Trust Authorities

Hello!

Please see the application below for your consideration!

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



From: no-reply@bitbrilliant.com <no-reply@bitbrilliant.com>
Sent: Monday, July 17, 2023 3:31 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:

- Bartlesville Library Trust Authority

Name

Mark Cough

Address

5887 Ohio Ct
Bartlesville, OK 74006
[Map It](#)

Home Phone

(214) 477-1140

Email

markcough@yahoo.com

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

I am the CFO at Truity and I have an MBA in Finance.

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

I am currently on the board for Westside Community Center and Youth and Family Services. I have been on both boards for almost 3 years.

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

I would like this Authority to be good stewards of the dollars that we are entrusted with.

Elaine Banes

From: Val Callaghan <vcallaghan@bartlesvillecommunitycenter.com>
Sent: Thursday, July 20, 2023 3:15 PM
To: Elaine Banes
Cc: Jim Curd
Subject: Tower Center at Unity Square Management Committee representative nomination

CAUTION: External Source. THINK BEFORE YOU CLICK!

Hello Elaine,

Following yesterday's BCC TA Tower Center at Unity Square Management Committee meeting, the committee would like to take Mike Bailey and Cynthia Blanchard suggestion to recommend Donna Keffer as Price Tower representative following Scott Sabine's move out of town.

Jim asked me to request that an agenda item in this regard be placed on the next City Council agenda.


Thank you!

Val Callaghan
Managing Director
The Center | Unity Square
918.337.2787

www.bartlesvillecenter.com | www.unitysquarebvl.com



Elaine Banes

From: no-reply@bitbrilliant.com
Sent: Monday, July 24, 2023 11:27 AM 
To: Elaine Banes
Subject: New submission from Application for City Boards, Commissions, Committees & Trust Authorities

CAUTION: External Source. THINK BEFORE YOU CLICK!

Please check the ones you wish to serve on:

- Community Center Trust Authority - *Val Callaghan, Dale Copeland, Jim Cuts*

Name

Donna Keffer

Address

1608 S. Cherokee Hills Drive
Bartlesville, OK 74006
[Map It](#)

Work Phone

(918) 336-1000

Cell Phone

(918) 409-7006

Email

dkeffer@thepricetower.org

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

I am the ED of Price Tower and currently serve as a non-voting member of this committee as the Price Tower representative. With the departure of Scott Sabine, PTAC Board member, I will be moving into that spot as a voting member of the committee.

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

I have been the Executive Director of Price Tower for a year. I am also the VP, Director of Business Development for Ambler Architects. I am the Vice Chair for the BPS, Education Foundation, the Chair of the Visit Bartlesville Board and regularly volunteer around town.

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

I would like to see this continue to function as the Operator of the Green Space at Unity Square that represents all Bartians and community events.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A resolution amending the budget for the City of Bartlesville, Oklahoma for Fiscal Year 2022-23, appropriating unanticipated revenue for the Health Insurance Fund.

Attachments:

Health Insurance Fund Unanticipated Revenue Resolution

II. STAFF COMMENTS AND ANALYSIS

The City received \$499,608 more revenue than was budgeted. This was comprised of several sources, Interest, stop-loss reimbursements, dept contributions, etc. The City needs to appropriate \$372,452 of these revenues to cover unexpected specialty drug costs. Due to HIPPA laws we can not go into great detail detail of these expenses.

III. RECOMMENDED ACTION

Staff Recommends approval of resolution to appropriate these un-budgeted funds.

RESOLUTION _____

A RESOLUTION AMENDING THE BUDGET OF THE CITY OF BARTLESVILLE, OKLAHOMA FOR FISCAL YEAR 2022–2023, APPROPRIATING UNBUDGETED REVENUE FOR THE HEALTH INSURANCE FUND.

WHEREAS, THE City of Bartlesville has unbudgeted Fund Balance in excess of \$499,608; and

WHEREAS, the City of Bartlesville needs to appropriate \$372,452 of these revenues prior to their expenditure;

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

The General Services Dept (170) of the Health Insurance Fund (661) shall be increased as follows:

Other Improvements (51140)	\$ 372,452
----------------------------	------------

APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 7th DAY OF AUGUST, 2023.

Mayor

Attest:

City Clerk

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Dennis Devries to Lease approx. 900sq.ft.in Hangar 8 for one Piper Apache Aircraft at the Bartlesville Municipal Airport for the purpose of conducting aeronautical activities.

Attachments:

Dennis Devries- Hangar 8 Space Lease agreement.

II. STAFF COMMENTS AND ANALYSIS

Lease rate will be \$250 monthly

III. BUDGET IMPACT

Lease will provide additional \$3000 in annual revenue for the Bartlesville Airport.

IV. RECOMMENDED ACTION

Staff recommends entering into a lease with Dennis Devries for aircraft storage space in Hangar 8.

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

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

RECITALS:

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

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

WITNESSETH:

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

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

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

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

2. Permitted Use. All property leased and utilized by Lessee shall be used exclusively for aeronautical activities and such other permissible activities under City of Bartlesville Resolution 2668.

3. Term. This Agreement shall be effective for an initial term of one (1) month Commencing the 11th day of July, 2023, and ending on the 31st day of July, 2023, and shall continue in effect from month to month thereafter unless and until terminated by notice given to either Party by the other at least thirty (30) days in advance of said termination. Neither Lessor nor Lessee shall have any liability to each other for any such termination.

4. Rent. Lessee, in consideration of the mutual promises and covenants contained in this Agreement, does covenant and agree with the City of Bartlesville to pay its rent for said leased property in the sum of Two Hundred Fifty and NO/100 Dollars (\$250.00) per calendar month. All such payments shall be made to Lessor, at the following address:

City of Bartlesville
401 S Johnstone
Bartlesville, OK 74003

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

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

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

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

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

OTHERWISE) OF THE INDEMNIFIED PARTIES, EXCEPT TO THE EXTENT CAUSED BY THE INDEMNIFIED PARTIES' WILLFUL MISCONDUCT.

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

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

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

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

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

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

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

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

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

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

19. Utilities. Lessee understands utilities are provided to the Leased Premises, the cost of utilities is included in the rent. Any supplemental heat will only be utilized while lessee is present on the leased premises.

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

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

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

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

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

Lessee: Dennis Devries
14346 N. 106th E. Avenue
Collinsville, OK 74021

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

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

Date: _____

ATTEST:

City Clerk
APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

Dennis Devries

By: Dennis J. Devries
Print Name: DENNIS J. DEVRIES
Title: MGR DEVRIES AVIATION LLC

Date: 16 J-ly 23

Exhibit "A"
(Description of Leased Premises)

Approx 900 sq. ft. within Hangar 8 located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to approve the Magazine/Newspaper Subscription Service Proposal between Rivistas Subscription Service and the Bartlesville Public Library/City of Bartlesville for Fiscal 2023-2024.

Attachments:

Rivistas Subscription Service Proposal-Fiscal Year 2024

II. STAFF COMMENTS AND ANALYSIS

Each year the Bartlesville Public Library seeks written quotes for Magazine/Newspaper Subscriptions. Vendors supply discounts for purchases during the contracted period. This year the Library received three quotes. Each of these are reputable companies, which we have worked with in previous years. After careful review of each quote, we submit the following analysis as the most cost effective path to purchase library magazines and newspapers for the next year.

Each vendor provided their best discount on all subscriptions per our request.

The Library was seeking a vendor that provided electronic check-in for all supplied subscriptions plus subscriptions the Library receives as a donation.

III. RECOMMENDED ACTION

The Bartlesville Public Library received three written quotes for the 2023-2024 subscriptions. EBSCO had the lowest, but does not provide all the services we require. Cox is currently providing this service to the Library and had the highest bid. Revistas offers all the services we require and will not raise the price mid-year like Cox. The Library would like switch to Revistas for the 2023-2024 fiscal year.

Quote



8682

SHIP TO:
 Bartlesville Public Library
 600 S Johnstone
 Bartlesville OK 74003

BILL TO:
 Bartlesville Public Library
 Attn Accounts Payable
 600 S Johnstone
 Bartlesville Public Library OK
 74003

2824 Columbia Ave
 Wilmington, NC 28403
 1-800-277-5750

5689
Date
07/18/2023

Title				Rate	Qty	Total
Better Homes & Gardens				\$ 22.00	1	\$ 22.00
	01/01/2024 1yr	12 Issues	print			
Car & Driver				\$ 22.00	1	\$ 22.00
	01/01/2024 1yr	10 Issues	print			
Consumer Reports				\$ 30.00	1	\$ 30.00
	<i>Consumer Reports Auto Ratings & Buying Guide Consumer Reports Buying Guide Consumer Reports Used Car Buying Guide-Digital</i>					
	01/01/2024 1yr	12 Issues	print			
Country Living				\$ 24.00	1	\$ 24.00
	01/01/2024 1yr	10 Issues	print			
Food Network Magazine				\$ 28.00	1	\$ 28.00
	01/01/2024 1yr	8 Issues	print			
HGTV				\$ 28.00	1	\$ 28.00
	01/01/2024 1yr	8 Issues	print			
House Beautiful				\$ 24.00	1	\$ 24.00
	01/01/2024 1yr	6 Issues	print			
Library Journal - Print				* \$ 157.99	1	\$ 157.99
	01/01/2024 1yr	12 Issues	print			
Magnolia Journal				\$ 25.00	1	\$ 25.00
	01/01/2024 1yr	4 Issues	print			
National Geographic Magazine				\$ 39.00	1	\$ 39.00
	<i>National Geographic Society Membership</i>					
	01/01/2024 1yr	12 Issues	print			

Title				Rate	Qty	Total
National Review				\$ 59.00	1	\$ 59.00
	01/01/2024 1yr	12 Issues	print			
Oklahoman - 7 Day Mail				* \$ 421.00	1	\$ 421.00
	01/01/2024 1yr	365 Issues	print			
People				\$ 118.26	1	\$ 118.26
	01/01/2024 1yr	54 Issues	print			
Pioneer Woman, The				\$ 18.00	1	\$ 18.00
	01/01/2024 1yr	4 Issues	print			
Popular Mechanics				\$ 22.00	1	\$ 22.00
	01/01/2024 1yr	6 Issues	print			
Practical Home Schooling				\$ 30.00	1	\$ 30.00
	01/01/2024 1yr	4 Issues	print			
Prevention				\$ 48.00	1	\$ 48.00
	01/01/2024 1yr	12 Issues	print			
Reader's Digest				\$ 24.98	1	\$ 24.98
	01/01/2024 1yr	9 Issues	print + online			
School Library Journal - Print				* \$ 136.99	1	\$ 136.99
	Series Made Simple					
	01/01/2024 1yr	12 Issues	print			
Southern Living				\$ 19.95	1	\$ 19.95
	01/01/2024 1yr	13 Issues	print			
Sports Illustrated				\$ 88.95	1	\$ 88.95
	01/01/2024 1yr	16 Issues	print			
Time Magazine				\$ 76.13	1	\$ 76.13
	01/01/2024 1yr	48 Issues	print			
Wall Street Journal - Mon-Sat				* \$ 599.88	1	\$ 599.88
	WSJ Weekend WSJ Magazine					
	01/01/2024 1yr	305 Issues	print + online			

Total Subs	23
Total List	\$ 2,063.13
Discount	\$ 112.09
Total Quote	\$ 1,951.04

Discount **15.00 %**

* Indicates title is not eligible for discount

Order Form

8682

SHIP TO:
Bartlesville Public Library

600 S Johnstone
Bartlesville OK 74003

BILL TO:
Bartlesville Public Library
Attn Accounts Payable
600 S Johnstone
Bartlesville Public Library OK
74003

2824 Columbia Ave
Wilmington, NC 28403
1-800-277-5750

5689
Date
07/18/2023

Total Subs: 23

Total Quote \$ 1,951.04

- I have checked my ship-to address for accuracy
- I have checked my start dates for accuracy
- I accept the proposal as is, please place my order
- Changes Have Been Made and are Attached

PO # (If Applicable) : _____

Print Name : _____

Signature : _____

I accept this agreement and have made the needed changes to my quote. By returning this signed sheet, I give authorization to Rivistas Subscription Services to process my order.

Please sign this form and return it along with any needed changes to the Rivistas Order Department

email (service@rivistas.com)

Title	Qty	Start Date	W.T. Cox Price	Rivistas Price	Ebsco Price				
Better Homes & Gardens	1	12-01-2023	21.25	22.00	22.00				
Car & Driver	1	12-01-2023	21.25	22.00	22.00				
Consumer Reports With Buying Guide	1	12-01-2023	28.98	30.00	30.00				
Country Living	1	05-01-2024	23.18	24.00	25.92				
Food Network Magazine	1	12-01-2023	27.305	28.00	30.00				
HGTV	1	11-01-2023	27.05	28.00	28.00				
House Beautiful	1	04-02-2024	23.18	24.00	25.92				
Library Journal	1	01-01-2024	152.62	157.99	170.63				
Magnolia Journal	1	09-01-2023	23.92	25.00	-0-				
National Geographic	1	12-01-2023	37.67	39.00	49.00				
National Review	1	03-06-2024	56.99	59.00	63.72				
Oklahoman Daily & Sunday*	1	02-10-2024	460.60	421.00	380.04				
People Weekly	1	12-29-2023	114.24	118.26	118.26				
Pioneer Woman	1	01-01-2024	17.39	18.00	19.44				
Popular Mechanics	1	12-01-2023	21.25	22.00	24.00				
Practical Homeschooling	1	01-01-2024	26.57	30.00	44.70				
Prevention	1	02-01-2024	46.37	48.00	51.84				
Reader's Digest	1	12-01-2023	24.13	24.98	19.98				
School Library Journal	1	10-01-2023	132.33	136.99	136.99				
Southern Living	1	04-01-2024	19.27	19.95	21.55				
Sports Illustrated	1	08-01-2024	85.93	88.95	70.20				
Time Magazine	1	12-09-2023	73.54	76.13	76.13				
Wall Street Journal*	1	10-01-2023	544.52	599.88	443.88				
Sub Total			2,184.02	2,063.13	1,874.20				
Discount			174.74	112.09					
Total			2,009.28	1,951.04	1,874.20				

*Cox-Publisher changes may result in earlier expiration date

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action on a request to enter into an agreement with Indian Nation Council of Governments (INCOG) for services.

Attachments:

INCOG Agreement

II. STAFF COMMENTS AND ANALYSIS

Staff presents the Indian Nation Council of Governments (INCOG) Services Agreement for the City of Bartlesville for Fiscal Year 2024. INCOG is a valuable partner in providing essential services to our city, and this agreement outlines the services they will be delivering to support our community's growth and development.

INCOG is a regional planning and intergovernmental agency that offers a wide range of services to cities and communities within its jurisdiction.

Services to be Provided in Fiscal Year 2024:

The following services will be provided by INCOG to the City of Bartlesville during Fiscal Year 2024:

Mapping and GIS Support:

INCOG will continue to provide mapping and Geographic Information System (GIS) support to our city. This service has been instrumental in enhancing our ability to make data-driven decisions, analyze spatial data, and efficiently manage resources. The accurate and up-to-date GIS data provided by INCOG has improved the effectiveness of our planning and development processes.

Community Development Grant Writing Assistance:

INCOG will offer grant writing assistance for community development projects within the City of Bartlesville. Their expertise in securing funding for various programs and initiatives has been invaluable in supporting critical community development projects. With their assistance, we can pursue additional funding opportunities and address key priorities in a more financially sustainable manner.

INCOG Events:

The City of Bartlesville will have access to participate in various events organized by INCOG throughout the fiscal year. These events offer excellent networking opportunities, sharing of best practices, and collaboration with neighboring communities. The events cover a wide range of topics relevant to municipal governance and regional development, enabling us to stay informed and engaged in regional issues.

Financial Implications:

The total cost for these services during Fiscal Year 2024 is outlined in the attached budget. The funding for the INCOG Services Agreement will be allocated from the appropriate city budget lines designated from Community Development Department. Fixed fee to be \$18,500.00.

Benefits and Outcomes:

The INCOG Services Agreement has proven to be highly beneficial to the City of Bartlesville in the past, and we anticipate continued positive outcomes during Fiscal Year 2024. The services provided will help us achieve the following:

Improved data-driven decision-making through enhanced mapping and GIS support.

Increased success in securing grants for community development projects, leading to further progress in our city's growth. Engaged participation in INCOG events, leading to valuable partnerships and collaboration with neighboring communities.

III. RECOMMENDED ACTION

Approve Agreement.

**INCOG SERVICES FOR
THE CITY OF BARTLESVILLE
FY 2024**

The City of Bartlesville has requested and INCOG has agreed to provide the following services from July 1, 2023 through June 30, 2024.

1. Mapping and GIS Support

- A. Prepare case maps for zoning and development applications for the City, Planning Commission and Board of Adjustment.
- B. Update the City of Bartlesville zoning base map.
- C. Update Bartlesville corporate limits maps to reflect any boundary changes.
- D. Provide other generalized mapping services for the City of Bartlesville.
- E. Bartlesville will provide INCOG existing GIS layers for subdivisions, zoning, PUDs, corporate limits, land use, streets, lots and blocks and governments lots.

2. Community Development and Management Assistance

- A. Provide programmatic, technical, and strategic guidance to Community Development staff regarding HUD Community Development Block Grant (CDBG) and CDBG-CV programs.
- B. Invite the Bartlesville City Manager (or designee) to monthly city manager meetings and luncheons at INCOG for peer exchange and discussion among area city managers of current issues of concern.

3. State and Federal Grant Opportunities

- A. Keep abreast of a wide array of state and federal grant programs and identify timely and promising grant opportunities for the City of Bartlesville.
- B. Provide strategic guidance on grant applications for federal discretionary grant programs in response to Notifications of Funding Opportunity.

- C. Schedule bi-monthly virtual or in-person meetings to discuss state and federal programs and local, regional, and state policy issues.

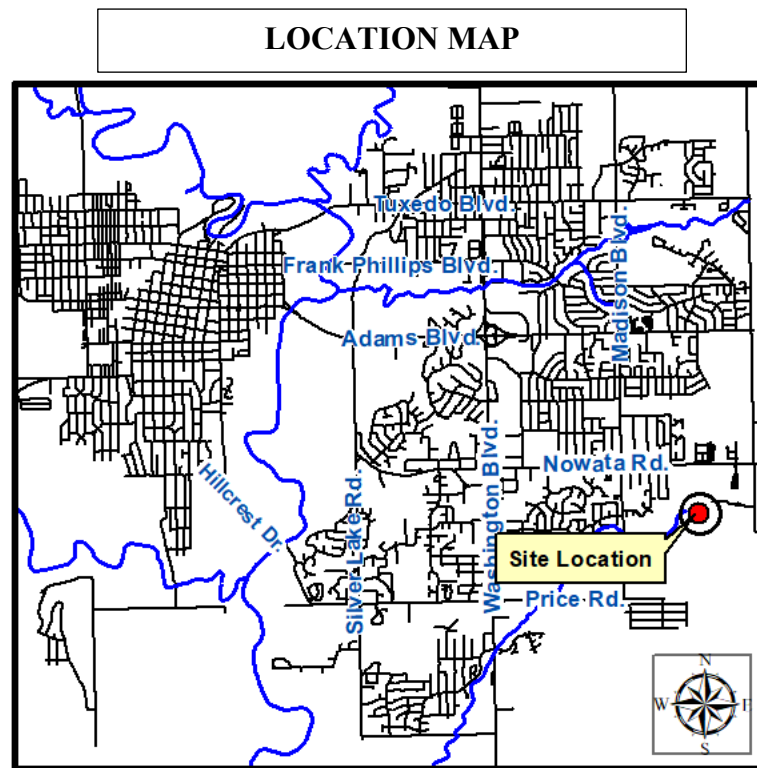
4. INCOG Events

- A. Invite Bartlesville policy officials to INCOG's annual legislative reception.
- B. Invite Bartlesville officials to INCOG General Assembly dinner meeting with public officials from the Tulsa metro area. The General Assembly meeting usually features a major state official (i.e. Executive Branch member, cabinet Secretary etc.) to provide a policy update on issues of timely issues of regional interest and importance.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Amended Development Agreement between The Voice of the Martyrs, Inc. and the City of Bartlesville relating to future development and the Final Plat of Voice of the Martyrs, an addition to the City of Bartlesville, being a part of Section 22, Township 26 North, Range 13 East, Washington County, Oklahoma.

Attachments: (1) Amended Development Agreement 2023
(2) Development Agreement 2004



Background. The Voice of the Martyrs, Inc. (VOM) is a nonprofit, interdenominational missions organization headquartered in Bartlesville that serves persecuted Christians around the world. They have offices, warehouses and trucks for receiving and shipping supplies worldwide, and some volunteer housing on their campus. They have developed their property over time but it was never platted.

VOM applied for a plat in connection with its recent construction of a warehouse addition and a south wing addition to its existing administration building. City Council approved the Final Plat of Voice of the Martyrs addition on March 6, 2023, with Staff's recommended condition that VOM enter into an Amended Development Agreement with the City.

The existing 2004 Development Agreement was executed when VOM rezoned the property from Residential Agriculture (RA) to General Commercial (C-5), Limited Light Industrial (M-1), and Multi-Family Residential (RM-3) / Planned Unit Development (PUD) (Case No. PC-03-17-RZ/PUD). It required VOM and the City to improve Bison Road prior to issuance of a building permit for a “Phase V” of development that was projected to occur in 2023.

However, since that time, VOM has reduced its future planned building area, and has projected it further into the future than originally planned. The traffic trigger of six (6) trucks per day that was originally projected in 2004 to occur in 2023-2028 is now projected to occur 10 years later, in 2033-2038. (Current truck traffic is estimated to be 1-3 trucks per day). A comparison of the old Phase V plan for development, and VOM’s current plan is shown below.

	Old “Phase V” Plan 2003-04	Current Plan 2023
Expected Completion Timeframe:	2023-2028	2033-2038
Warehouse Shipping / Receiving / Sub-Assembly Area:	270,000 s.f.	138,500 s.f. Consisting of: 80,000 sf existing + 16,750 sf (2023) + <u>41,750 sf (2033-2038)</u>
Total Building Area	424,000 s.f.	309,328 s.f. Consisting of: 159,628 sf existing campus + 45,000 sf South Wing Annex (2023-24) + 16,750 sf Warehouse Addition (2023) + 35,000 sf Auditorium (2024-2028) + <u>11,200 sf South Wing Annex (2033-38)</u> + <u>41,750 sf Warehouse Expansion (2033-38)</u>
Truck Traffic	6 -9 trucks / day	6 -12 trucks / day
Car Traffic	900-1,100 cars / day	300-350 cars / day

II. STAFF COMMENTS AND ANALYSIS

The use of the term, “Phase V”, in the 2004 Agreement as a timing trigger for improving Bison Road is no longer useful given VOM’s change in long term plans. The Amended Development Agreement updates and clarifies the trigger for improvement of Bison Road, reflecting VOM’s current plans.

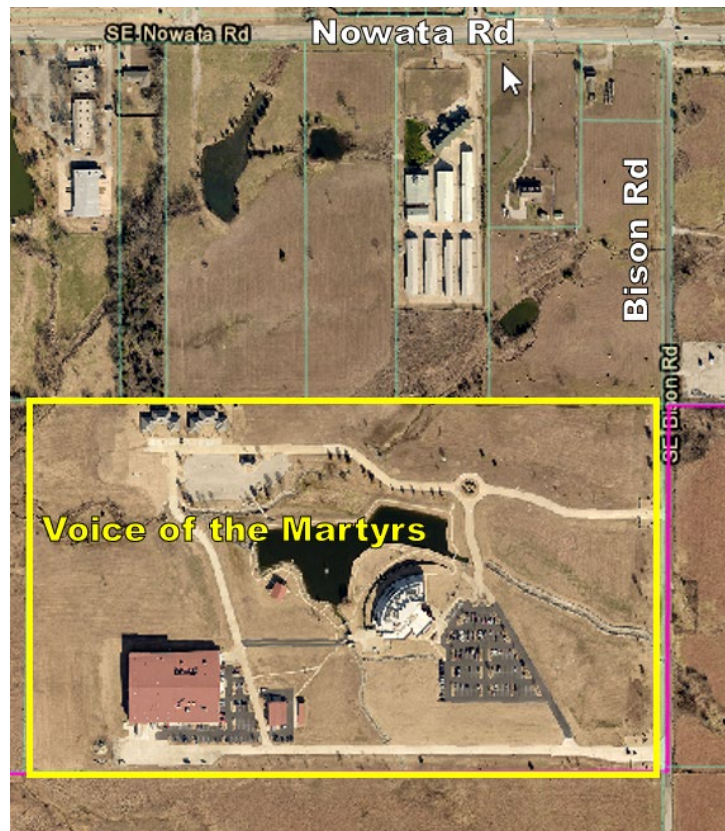
The main components of the Amended Development Agreement are:

- Bison Road improvement is required by VOM and the City when EITHER
 - (A) a South Wing Annex or Warehouse Center Expansion are built (currently planned for 2033-2038), OR,
 - (B) when truck traffic reaches 6 trucks per day, or motor vehicle traffic reaches 300 vehicles per day on Bison Road, as determined by the City. (Current traffic is estimated to be 1-3 trucks per day and 150-200 cars/vehicles per day).

- VOM's share of the road improvement cost is 75% of the surface course improvement and 50% of the curb and gutter improvement.

The other provisions of the 2004 Development Agreement not affected by this Amended Development Agreement remain in place. The major remaining provision in the 2004 agreement is the requirement for VOM to contribute a proportionate share of the City's share of expense in installing a traffic signal at Nowata Road and Bison Road, when such signal is warranted in the future (2004 Development Agreement, Paragraph 3E).

VOM has reviewed, approved and signed the Amended Development Agreement.



III. RECOMMENDATION ACTION

Staff recommends approval of the Amended Development Agreement at the City Council Regular Meeting on August 7, 2023.

Attachment 1

AMENDED DEVELOPMENT AGREEMENT

THE VOICE OF THE MARTYRS, INC. 1801 SE BISON ROAD

THIS AMENDED DEVELOPMENT AGREEMENT made this ____ day of _____, 2023, by and between The Voice of the Martyrs, Inc., an Oklahoma corporation, 1815 SE Bison Road, Bartlesville, Oklahoma, 74006, and their successors in interest and assigns, hereinafter referred to as “the Developer,” being the record owner of approximately 70 acres more or less of property described below, and the City of Bartlesville, Oklahoma, a Municipal Corporation, 401 S. Johnstone Avenue, Bartlesville, Oklahoma 74003, hereinafter referred to as “the City”; and

WHEREAS, the Developer and the City entered into the terms of that certain Development Agreement dated January 23, 2004, recorded on February 3, 2004 in Book 1013, Pages 2959-2965 of the records of the County Clerk of Washington County, Oklahoma (“the Development Agreement”), with respect to the development of property located in the city, such property more particularly described as:

THE EAST 990 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW/4 NE/4) AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE/4 NE/4) OF SECTION 22, TOWNSHIP 26 NORTH, RANGE 13 EAST, WASHINGTON COUNTY, OKLAHOMA

and hereinafter referred to as “the Property”; and,

WHEREAS, the Development Agreement required improvements to Bison Road prior to issuance of a building permit for a Phase V of the original Planned Unit Development (“PUD”) site development plan; and,

WHEREAS, in that original PUD site development plan, the developer projected a Phase 5 construction of a warehouse addition in the years 2023-2028 that would increase the square footage of the warehouse/shipping/receiving/sub-assembly area to a total of 270,000 square feet, and a total building area of the Property to be 424,000 square feet, and the developer projected that truck traffic attributable to The Voice of the Martyrs would be six (6) to nine (9) trucks per day, and car traffic would be 900 to 1,100 vehicles per day; and,

WHEREAS, the actual build out of the warehouse/shipping/receiving/sub-assembly area to date is approximately only 80,000 square feet and is projected at the end of 2024 to be 96,750 square feet, and traffic is estimated currently and is projected at the end of 2024 to be, three (3) to five (5) trucks per day and 200-300 vehicles per day; and,

WHEREAS, an approved minor amended PUD site development plan projects truck traffic attributable to The Voice of the Martyrs to reach six (6) trucks per day, and car traffic to reach over 300 vehicles per day, after a South Wing Annex of approximately 11,200 square feet and a Warehouse Addition of approximately 41,750 square feet are constructed in the 2033-2038 timeframe; and,

WHEREAS, the Developer acknowledges obligations to perform certain required

improvements as a condition for acceptance and recordation of the plat of the Property as Voice of the Martyrs addition to the City of Bartlesville; and,

NOW, THEREFORE, in consideration of the conditions and provisions hereinafter set forth, the above stated parties to this agreement hereby state as follows:

1. This Amended Development Agreement amends the original Development Agreement. Provisions of the original Development Agreement not affected by this Amended Development Agreement remain in force.
2. The City's Subdivision Regulations, Ordinances, Resolutions, and other Policies of the City are hereby incorporated by reference in this Amended Agreement as if herein fully set forth and shall in all respects be binding upon the Developer, except as may be modified by this Amended Development Agreement and the original Development Agreement.
3. Upon execution of this Amended Development Agreement, provisions of the Subdivision Regulations, Ordinances, Resolutions, and other Policies of the City shall be implemented as set forth herein.
4. The requirement to improve Bison Road as described in Paragraph 3 D of the Development Agreement is amended as follows:
 - A. The road improvement shall be required prior to the issuance of a building permit for construction of a South Wing Annex or Warehouse Center Expansion, currently planned for the 2033-2038 time frame under the amended PUD Site Development Plan, OR, when truck traffic on Bison Road reaches six (6) trucks per day or motor vehicle traffic reaches more than 300 vehicles per day, as determined by the City. "Truck" is defined to mean tractor-trailers or a truck for which a Commercial Driver's License (CDL) is required to drive.
 - B. The road shall be improved to current applicable public standards.
 - C. The Developer's Share of the surface course improvement shall be 75%.
 - D. The road improvement shall include installation of curb and gutter stormwater drainage along both sides of Bison Road right-of-way. The Developer's Share of this improvement shall be 50% of the cost.
5. The subdivision regulation requirement of the developer to improve Bison Road prior to approval of the Voice of the Martyrs Final Plat, and the requirement for the developer to obtain a performance bond or other financial guarantee for construction of said improvement are waived, subject to the terms of Paragraph 4 and other terms of this Amended Development Agreement.
6. The Developer shall be responsible to record this Amended Development Agreement with the County Clerk's Office of Washington County and to furnish the City a copy of the Amended Development Agreement as recorded.

7. The Owners acknowledge that in the event they breach any provision of this Amended Development Agreement, the City may withhold approval of any or all building permit applications, certificates of occupancy, or other development permit or land use application.
8. The parties to this Amended Development Agreement acknowledge that the terms hereof are contractual and not a mere recital. Furthermore, the parties also acknowledge that this Amended Development Agreement shall be filed of record with the Washington County Clerk's Office, and that it shall run with the Property, and shall bind the parties, their successors in interest, and all assigns.

IN WITNESS WHEREOF, the parties have set their hands to this Agreement this 24 day of July, 2023, in Bartlesville, Oklahoma.

THE VOICE OF THE MARTYRS, INC.:
by

[Signature]
Name: Corey Odden
Title: Asst. Secretary/Treasurer

07/24/2023
Date

STATE OF OKLAHOMA)
) ss
County of Washington)

Before me, the undersigned, a Notary Public, in and for said County and State. on this 24 day of July, 2023, personally appeared Corey Odden [Name] as Asst. Secretary/Treasurer [Title] of THE VOICE OF THE MARTYRS, INC. the corporation which executed the forgoing instrument, and acknowledged that he did sign said instrument as such officer 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.

My commission expires:

Brenda K. Matlock
Notary Public



CITY:

Dale Copeland, Mayor

Date

ATTEST:

City Clerk

(City Seal)

Attachment 2

DEVELOPMENT AGREEMENT

THE VOICE OF THE MARTYRS 1801 SE BISON ROAD

THIS AGREEMENT, made this 23rd day of January, 2004, by and between The Voice of The Martyrs, a Oklahoma Corporation 200 SE Frank Phillips Boulevard, Bartlesville, Oklahoma, 74003, the record owner of the herein described property, hereinafter referred to as "the Developer" and the City of Bartlesville, Oklahoma, a Municipal Corporation, 401 S. Johnstone, Bartlesville, Oklahoma, 74003, hereinafter referred to as "the City"; and

WHEREAS, the Developer desires to obtain approval from the City for a rezoning of property and approval of a Planned Unit Development Site Development Plan to permit the multi-phased development of an office/warehouse/multi-family residential complex for use by The Voice of The Martyrs Inc., hereinafter referred to as "the Development", located in the City and more particularly described in Attachment A attached hereto and incorporated herein, and hereinafter referred to as "the Property"; and

WHEREAS, the Development Regulations of the City require certain improvements to be made or a performance bond posted for the making of certain required improvements before the development may be approved by the City; and

WHEREAS, the Developer acknowledges his obligation to perform the required improvements as a condition for approval of the Development by the City.

COVENANTS

NOW, THEREFORE, in consideration of the performance of the agreements, premises and covenants herein set forth, the parties to this Development Agreement hereby agree that:

1. The City's Development Regulations, Ordinances, Resolutions, and other Policies of the City, to include but not limited to the Zoning and Subdivision Regulations, are hereby incorporated by reference in this Development Agreement as if herein fully set forth and shall in all respects be binding upon the Developer, except as may be modified by this Development Agreement.
2. Upon approval of the Development and execution of this Agreement by the City and the Developer, provisions of the Zoning and Subdivision Regulations, Ordinances, Resolutions, and Policies of the City shall be implemented as set forth herein.
3. The Developer shall be responsible for all public improvements within the boundaries of the Property as may be required pursuant to the Development Regulations of the City, and in accordance with this Development Agreement, including, but not limited to, streets, curbs and gutters, storm drainage facilities, sanitary sewers, water, and sidewalks. The Developer shall design and construct all required improvements in accordance with the Bartlesville Development Regulations and all other applicable regulations, standards, and specifications for the City of Bartlesville enacted prior to the execution of this Agreement. Required improvements shall be made in accordance with the timetable provided within this agreement subject to the following:

- A. Prior to the issuance of a building permit for Phase I construction of the Development, the Developer shall dedicate by separate document an additional 40-foot of right-of-way on Bison Road as its abuts the east boundary of the Property to facilitate future road improvements to Bison Road.
- B. Prior to the issuance of a building permit for Phase I construction of the Development, negotiations with Washington County Rural Water District #2 (hereinafter referred to as RWD #2) shall be completed and a transfer agreement shall be executed between the City of Bartlesville and RWD #2 which will permit the City of Bartlesville to provide water service to this development. Water Utilities Director Mike Hall shall be the City contact in working with the Developer to complete this responsibility. The Developer shall be responsible to pay for any costs assessed by RWD #2 to the City of Bartlesville that may be required by the transfer agreement.
- C. Prior to the issuance of a certificate of occupancy for any building constructed in Phase I construction of the Development, the Developer shall have constructed at his expense, and the City and/or State of Oklahoma shall have accepted, a right-turn lane on Nowata Road west of Bison Road to facilitate south bound traffic onto Bison Road to the Development.
- D. Due to the construction of the Development on the Property, a significant increase in traffic will be experienced on Bison Road south of Highway 60. Though the existing roadway can accommodate some increases in traffic and loading without major reconstruction, if traffic increases according to the approved PUD Site Development Plan, then major reconstruction of the roadway (to widen and increase the roadway section) will be needed. The necessary reconstruction shall consist of one 12-foot drive lane and a 6-foot shoulder for each direction with a pavement section of an aggregate subbase (minimum of 8-inches in thickness), an asphalt base course (4 to 7 inch thickness), and an asphalt surface course (minimum 2-inch thickness). For these roadway improvements, the Developer shall be responsible for 100% of the cost of 1.5-inches of the 2-inch asphalt surface course, resulting in approximately 800 tons of asphalt, hereinafter referred to as Developer's Share. Prior to the issuance of a building permit for Phase V construction of the Development, the Developer shall pay to the City 100% of the entire cost of the Developer's Share of the costs of asphalt as identified above. Notwithstanding any other language of this subsection D apparently to the contrary, the Developer shall not be responsible for any costs of roadway improvements south of Developer's southernmost entrance or exit on Bison Road or north of the intersection of Bison Road and U.S. Highway 60. Nor shall Developer be responsible for any costs of improvements not resulting specifically from traffic flow from the Development to the intersection of U.S. Highway 60 or from said intersection to the Development.

While the existing pavement on Bison Road will accommodate traffic for the Phases I through IV of the approved PUD Site Development Plan, the pavement will likely experience significant deterioration from the construction traffic during these phases. Before issuance of a building permit for Phase I construction, the City will establish a load limit for Bison Road. In the event the load limit is exceeded and the road is damaged by traffic associated with the construction of Phases I through IV, the repair of these damages shall be at the sole expense of the Developer. As such, the issuance of a certificate of occupancy or any further permits shall be withheld until the repair of said damages is completed by the Developer and approved by the City.

- E. If in the future, a traffic signal at Nowata Road and Bison Road is warranted (as per the Manual Uniform Traffic Control Devices) and approved by the City of Bartlesville and the State of

Oklahoma, the Developer shall contribute his proportionate share in paying for the City's share of the expense of constructing such a traffic signal. Said proportionate share shall be determined by a traffic impact study of the intersection completed at the time such a traffic signal is approved, with specific emphasis placed upon a traffic origin and destination analyses by site. The Developer shall share equally with the City in the cost of performing this traffic impact study. The most that Developer shall be required to pay toward the construction of the traffic light is an amount equal to the ratio which (a) the number of automobiles traveling through the intersection directly to or from the Development per week, bears to (b) the total number of automobiles traveling through the intersection to or from all directions per week.

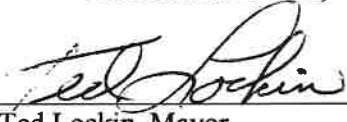
- F. A residential protection screen shall be constructed by the Developer as phased construction occurs on the Property as identified in the approved PUD Site Development Plan where the Property is within 150-feet of any lot within a RS (single-family residential) or RE (Residential Estate) zoning district (hereinafter referred to as a Protected Lot) and where such RS or RE lot has residential structures constructed upon it. Where the Property is within 150-feet of any RS or RE zoned lot that are without existing residential structures, the Developer's construction of the required residential protection screen may be delayed until such time as construction of a residential structure begins on any such Protected Lot. Said residential protection screen shall meet the current requirements as set forth in the Zoning Regulations at the time of construction.
- G. Prior to the issuance of a Certificate of Occupancy for any structure constructed within the Development, all required improvements serving said structure shall be constructed and installed in compliance with approved construction plans for this development, and those required improvements that are to be owned and maintained by the City shall be formally accepted by the City, along with the necessary documents for the dedication to the City of rights-of-way and/or easements for such public improvements. In addition, prior to the acceptance of such public improvements by the City, the Developer shall post a surety maintenance bond in an amount equal to fifteen percent (15%) of the entire cost of materials and labor for all water and sewer lines, paving, grading and drainage improvements. The duration of the maintenance bond shall be two (2) years from the date of acceptance of said improvements by the City and shall cover only the defects in workmanship and materials.
- H. The Developer acknowledges that a sanitary sewer expansion fee shall be imposed upon the construction of all buildings or substantial additions to buildings within this Development that are to be served by the City sanitary sewer facilities. This fee shall be collected by the City at the time each building or building addition is connected to the City's sanitary sewer system. This fee shall be a liability running with the Property until paid. This fee shall be additional and supplemental to, and not in substitution of, any other water or sewer tap fees or other requirements imposed by the City on the development of land or the issuance of building permits. Any meter used exclusively for the operation of an approved fire protection system or landscape irrigation system shall be exempt from this fee.
- I. All lights within this development shall be owned and maintained by the Developer. Further, the City shall not be responsible for the repair, maintenance, or replacement of said lights and shall incur no cost whatsoever in repairing or maintaining these private street lights or in the future replacement of this private street light system with a public street light system.
- J. The Developer shall install standard street signs for this development at the Development's main entrances onto Bison Road by and through the City Street Department. This requirement shall be coordinated with the City Engineer and shall be complete prior to issuance of a certificate of

occupancy for any structure within this development. If the Developer elects to install non-standard street signs for this Development, they shall be owned and maintained by the Developer. In the event the City must replace or maintain any non-standard street signs, such replacement or maintenance will be done with standard City street signs.

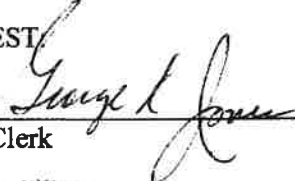
4. The Developer acknowledges that in the event it breaches any provision of this Development Agreement, the City may withhold approval of any or all building permits or Certificates of Occupancy applied for in connection with development of the Property, and may continue to withhold such approval until such breach has been cured by the Developer.
5. The parties to this Development Agreement acknowledge that the terms hereof are contractual and not a mere recital. Furthermore, the parties also acknowledge that this Agreement shall be filed of record with the County Clerk's office of Washington County, and that its covenants shall run with the land described in Attachment "A" and shall bind the parties, their successors in interest and all assigns.
6. In consideration of Developer's compliance with the material terms of this Agreement, the City covenants and agrees that it shall not impose any additional material prerequisites to the issuance to Developer of building permits for the construction of the Development and/or to the approval of the Development.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate as of the day and year first above written.

CITY OF BARTLESVILLE, OKLAHOMA


by Ted Lockin, Mayor

ATTEST

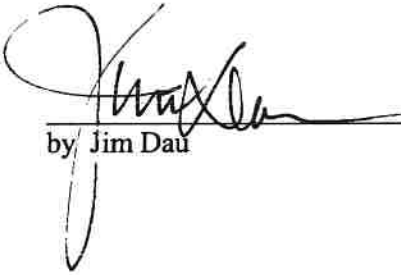

City Clerk

(City Seal)



DEVELOPER

The Voice of The Martyrs


by Jim Dau

Development Agreement.doc

01/28/04

Page 4 of 5

BR 1013 PG 2962

STATE OF OKLAHOMA)
COUNTY OF WASHINGTON)

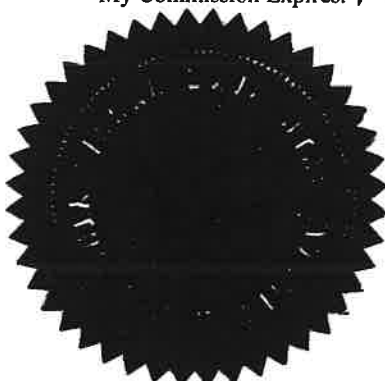
) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 29th day of JANUARY, 2004, personally appeared [Signature], Representatives of The Voice of The Martyrs to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that he(they) executed the same as his(their) free and voluntary act and deed for the uses and purposes therein set forth.

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

[Signature] 01018646
Notary Public CATHERINE HARRIS

My Commission Expires: NOVEMBER 17, 2005



Doc # 2004042841
Bk 1013
Pg 2959-2965
DATE 02/03/04 14:12:23
Filing Fee \$25.00
Documentary Tax \$0.00
State of Oklahoma
County of WASHINGTON
WASHINGTON County Clerk
M. PARRISH, [Signature]

BK 1013 PG 2963

AN ORDINANCE AMENDING THE LAND USE AND ZONING MAP OF THE BARTLESVILLE METROPOLITAN AREA, AND AMENDING THE ZONING MAP ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF BARTLESVILLE BY CHANGING THE BOUNDARY OF THE USE DISTRICT SO THAT CERTAIN AREAS HEREIN DESCRIBED AND LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF BARTLESVILLE, OKLAHOMA SHALL BE CHANGED FROM RA TO C-5/PUD, M-1/PUD, and RM-3/PUD, AND ACKNOWLEDGING THE APPROVAL OF A SUPPLEMENTAL DESIGNATION PLANNED UNIT DEVELOPMENT AND SITE DEVELOPMENT PLAN (CASE NO. PC-03-17-RZ/PUD).

WHEREAS, petitions were heretofore filed with the Metropolitan Area Planning Commission of the City of Bartlesville requesting that the real estate hereinafter described, located in the City of Bartlesville, be rezoned from RA to C-5/PUD, M-1/PUD, and RM-3/PUD, and materials were submitted relative to a certain Supplemental Designation Planned Unit Development and Site Development Plan relative to all of the real property hereinafter described; and

WHEREAS, the Metropolitan Area Planning Commission considered said request at a public hearing on November 25, 2003, and following public input and discussion, submitted its report to the City Council with a recommendation for approval of the requested zoning, supplemental designation planned unit development, and site development plan; and

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

WHEREAS, on January 5, 2004, said hearing was duly held by the City Council; and

WHEREAS, on January 5, 2004, said City Council approved said requested rezoning, supplemental designation planned unit development and site development plan.

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

Section 1. That the land use and zoning map of the Bartlesville Metropolitan Area approved by the City Council on December 19, 1966, on file in the office of the City Clerk of the City of Bartlesville, Oklahoma, be and the same is hereby amended by re-establishing the boundary of the use districts so that the following described real estate located in the County of Washington, Oklahoma be rezoned from RA to C-5/PUD, M-1/PUD, and RM-3/PUD:

The East 900-feet of the SW/4 of the NE/4 and all of the SE/4 of the NE/4 of Section 22, T26N, R13E, Bartlesville, Washington County, Oklahoma, containing 70 acres, more or less.

Section 2. That the Site Development Plan attached hereto as Exhibit A pertaining to Case No. PC-03-17-RZ/PUD relative to all of the real property heretofore described is hereby approved.

Section 3. That the materials submitted in connection with the case are hereby approved and

BK 1013PG2964

adopted and are incorporated herein by reference.

PASSED by the City Council and APPROVED by the Mayor of the City of Bartlesville, Oklahoma this 5th day of January, 2004.



Ted Lockin, Mayor

ATTEST:

City Clerk

(SEAL)



VOTE:

MR. MILLER	<input checked="" type="radio"/> aye	<input type="radio"/> no
MR. DUNLAP	<input checked="" type="radio"/> aye	<input type="radio"/> no
MRS. DANIELS	<input checked="" type="radio"/> aye	<input type="radio"/> no
VICE-MAYOR HICKS	<input checked="" type="radio"/> aye	<input type="radio"/> no
MAYOR LOCKIN	<input checked="" type="radio"/> aye	<input type="radio"/> no

**CITY OF BARTLESVILLE
401 S. JOHNSTONE
BARTLESVILLE, OK 74003-6619**

BK 1013 PG 2965

7. The Owners acknowledge that in the event they breach any provision of this Amended Development Agreement, the City may withhold approval of any or all building permit applications, certificates of occupancy, or other development permit or land use application.
8. The parties to this Amended Development Agreement acknowledge that the terms hereof are contractual and not a mere recital. Furthermore, the parties also acknowledge that this Amended Development Agreement shall be filed of record with the Washington County Clerk's Office, and that it shall run with the Property, and shall bind the parties, their successors in interest, and all assigns.

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

THE VOICE OF THE MARTYRS, INC.:
by

_____ Date
 Name:
 Title:

STATE OF OKLAHOMA)
) ss
 County of Washington)

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 2023, personally appeared _____ [Name], as _____ [Title] of THE VOICE OF

THE MARTYRS, INC. the corporation which executed the forgoing instrument, and acknowledged that he did sign said instrument as such officer 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.

My commission expires:

 Notary Public

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Agreement between the City of Bartlesville and Oklahoma's Best Cleaning Service LLC for providing cleaning service for City Hall and the Bartlesville Public Library.

Attachments:

Contract for City Hall from Oklahoma's Best Cleaning Service LLC

Contract for Bartlesville Public Library from Oklahoma's Best Cleaning Service LLC

II. STAFF COMMENTS AND ANALYSIS

Oklahoma's Best Cleaning Service LLC will provide all cleaning services and supplies as defined in the attached contracts for City Hall at 401 S Johnstone Ave. and Bartlesville Public Library at 600 South Johnstone Ave.

IV. RECOMMENDED ACTION

Recommend the approval for contract from Oklahoma's Best Cleaning Service LLC for the City Hall and Bartlesville Public Library.

JANITORIAL CONTRACT

This contract for Janitorial Services is made effective as of August 8th, 2023, by and between the City of Bartlesville (City Hall) of 401 S. Johnstone Ave., Bartlesville, Oklahoma 74003 and Oklahoma’s Best Cleaning Service LLC of 1709 Crescent Drive, Bartlesville, Oklahoma 74006.

DESCRIPTION OF SERVICES. Beginning on August 8th, 2023 Oklahoma’s Best Cleaning Service LLC will provide to the City Hall janitorial services described in the attached Exhibit (collectively, the “Services”).

All services included in this Contract will be completed at 401 S. Johnstone Ave., Bartlesville OK 74003.

MATERIALS AND SUPPLIES. Oklahoma’s Best Cleaning Service LLC shall furnish all materials and equipment necessary to perform the Services described in this Contract with the exception of hand soap, towels, toilet tissue, and any other consumables which are to be supplied by City Hall, who shall maintain an adequate supply of these supplies in the janitorial room of the building.

SUPERVISION. Periodic inspections shall be conducted by the Building Maintenance Supervisor and staff to ensure that all Services are properly performed. To make certain that any problems that may arise will be promptly resolved, The Building Maintenance Supervisor will promptly relay any complaints to Oklahoma’s Best Cleaning Service LLC by phone number 918-863-4648 or email belysolis7@gmail.com.

PAYMENT. Payment shall be made by the City of Bartlesville to the Contractor once per month within 30 days after an invoice is received. The invoices will be due on the first day of each month. During a month where services are completed for part of the month, the monthly fee shall be prorated based on the number of days services were performed during the month. (If 25 cleaning days were possible during the month service would be prorated at \$99 per day for each day cleaning occurred (\$2475/25). The monthly fee for a full month of service is \$2,475.

TERM. This Contract may be terminated by either party upon 30 days’ prior written notice to the other party.

INSURANCE. The Contractor is responsible for providing workers’ compensation insurance for their employees.

ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of the Contract. This Contract supersedes any prior written or oral agreements between the parties.

SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

City of Bartlesville _____
Dale Copeland, Mayor

Date

Oklahoma’s Best Cleaning Service LLC Bernardina Solis
Bernardina Solis

08-03-23
Date

EXHIBIT

Bartlesville City Hall

JANITORIAL CLEANING SCHEDULE

Services are required five days per week, Monday – Friday.

DAILY DUTIES:

Clean all restrooms all Floors, fill toilet paper, paper towels, and had soap

Sweep/vacuum all common areas on all floors

Mop All of First floor, all bathrooms and small kitchen areas that are tile

Empty big trash cans in the common areas (not in office's)

Clean front and back entry windows and doors

Clean all customer service windows and counters

Clean and sanitize all drinking fountains on All floors

DUTIES 3 TIMES A WEEK:

Sweep both stairways (Main and Back)

Clean and vacuum elevators.

Clean and vacuum second floor conference room

Clean and vacuum first floor meeting room and court room

DUTIES ONCE A WEEK

Vacuum basement carpet

JANITORIAL CONTRACT

This contract for Janitorial Services is made effective as of August 8th, 2023, by and between the City of Bartlesville/Bartlesville Public Library. ("Library") of 401 S. Johnstone Ave., Bartlesville, Oklahoma 74003 and Oklahoma's Best Cleaning Service LLC of 1709 Crescent Drive, Bartlesville, Oklahoma 74006.

DESCRIPTION OF SERVICES. Beginning on August 8th, 2023 Oklahoma's Best Cleaning Service LLC will provide to the Library janitorial services described in the attached Exhibit (collectively, the "Services").

All services included in this Contract will be completed at 600 S. Johnstone Ave., Bartlesville OK 74003.

MATERIALS AND SUPPLIES. Oklahoma's Best Cleaning Service LLC shall furnish all materials and equipment necessary to perform the Services described in this Contract with the exception of hand soap, towels, toilet tissue, and any other consumables which are to be supplied by the Library, who shall maintain an adequate supply of these supplies in the janitorial room of the building.

SUPERVISION. Periodic inspections shall be conducted by the Building Maintenance Supervisor and staff to ensure that all Services are properly performed. To make certain that any problems that may arise will be promptly resolved, Library will promptly relay any complaints to Oklahoma's Best Cleaning Service LLC by phone number 918-863-4648 or email belysolis7@gmail.com.

PAYMENT. Payment shall be made by the City of Bartlesville to the Contractor once per month within 30 days after an invoice is received. The invoices will be due on the first day of each month. During a month where services are completed for part of the month, the monthly fee shall be prorated based on the number of days services were performed during the month. (If 25 cleaning days were possible during the month service would be prorated at \$99 per day for each day cleaning occurred (\$2475/25). The monthly fee for a full month of service is \$2,475.

TERM. This Contract may be terminated by either party upon 30 days' prior written notice to the other party.

INSURANCE. The Contractor is responsible for providing workers' compensation insurance for their employees.

ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of the Contract. This Contract supersedes any prior written or oral agreements between the parties.

SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

City of Bartlesville

Dale Copeland, Mayor

Date

Oklahoma's Best Cleaning Service LLC

Bernardina Solis
Bernardina Solis

08-03-23
Date

EXHIBIT

BARTLESVILLE PUBLIC LIBRARY JANITORIAL CLEANING SCHEDULE

Services are required five days per week, Monday – Friday.

DAILY DUTIES:

Clean all restrooms (main and second floor – this includes the staff restrooms on second floor and the one in the Director's Office area.

Sweep/vacuum first floor – major traffic ways and between stacks.

Mop vestibule – this area includes front entry, exhibit area, and the tiled area around the circulation desk. This includes the children's storytime area; swept or mopped as needed.

Empty all trash on the interior of the library.

Clean front windows and doors – this also includes the interior double doors separating the exhibit area from the main entry.

Clean and sanitize all drinking fountains on both floors.

Clean windows and glass dividers – this includes office areas, exhibit cases and the lookout windows on either end of the bridge on the second floor. Office windows may not need to be cleaned but once a week.

DUTIES 3 TIMES A WEEK:

Sweep all stairways – a total of 3.

Sweep all workrooms – this includes circulation, history, as well as the large staff workroom behind reference.

Clean elevators.

Clean teen area. Wipe tables down. Sweep and mop as needed.

Vacuum second floor – including area outside administrative services and staff lounge.

Clean and vacuum upstairs meeting room-including kitchen area.

Clean and vacuum downstairs meeting room.

DUTIES ONCE A WEEK:

Clean bridge and stairwell walls – including the railing.

Clean counters and walls in study carrels.

As needed Wax & Buff staff workrooms (behind reference, circ, history workroom, staff lounge, and stairways).

Clean all sinks – janitorial closets, staff lounge, coffee bar in Administrative Offices, circulation workroom, and history workroom.

BARTLESVILLE NEXT PROGRESS REPORT - August 2023

FINANCIAL STRENGTH AND OPERATIONAL EXCELLENCE					
Focus on staff recruitment, retention, development, department collaborations, and safety programs to improve workplace culture and morale.					
1		Investigate programs to recruit non-traditional employees and within schools.	HR	10/23	20%
2		Within six months of adoption of Strategic plan, investigate potential vacation buyback program.	HR	10/23	10%
3		Implement a job swap program for employees.	HR	10/23	90%
4		Hold employee appreciation luncheons twice yearly.	HR	07/24	20%
5		Investigate ways to implement a flex-hours or work from home program for applicable employees.	HR	04/24	75%
Improve and modernize our workplace including seeking accreditations for operational excellence, developing a performance and reward-based evaluation process, and furthering integration of IT systems into our operating departments.					
1		Develop a committee to research best practices and accreditation programs.	Admin	10/23	75%
2		Develop and implement a performance and reward-based evaluation process for general employees by July 1, 2023 with intent to negotiate this process for uniformed groups in the future.	HR	07/23	99%
3		Re-evaluate 311 and Enterprise Asset Management (E.A.M.) to determine how we can integrate these systems into our operating departments.	IT	04/24	10%
4		Revise and update our website using newest technologies and integrations to improve citizen satisfaction and e-gov capabilities.	CCO	10/24	15%
Develop annual communications and feedback systems to include a standard report to citizens, community survey, and employee survey.					
1		Create and publish annual digital report on overall City and departmental achievements, progress, and goals. Summary of report to be circulated in utility bill.	Admin	09/24	5%
2		Create and distribute an annual survey to obtain citizen feedback and requests for all City departments. Individual departments may also be surveyed individually as part of a larger survey plan.	Admin	04/24	5%
3		Create and distribute survey for employees to rate their department and the City as an overall employer by July 1, 2023.	HR	07/23	99%
4		Develop feedback cards for golf course, library and other City services as appropriate.	Admin	10/23	40%
5		Continue to enhance, improve, and promote City Beat and grow subscription base by 10%.	CCO	04/24	100%

BARTLESVILLE NEXT PROGRESS REPORT - August 2023

Adopt governance best practices relating to debt, financial targets, multi-year plans, and a comprehensive Council handbook.					
1		Develop and adopt formal policies pertaining to:			
	a	Formal debt policy based on GFOA authoritative guidance.	A&F	10/23	75%
	b	Formal policy requiring that utility rate studies be conducted at least every 5 years and requiring Council to utilize periodic rate studies to adopt multiyear rate plans.	A&F	10/23	50%
	c	Formal capital planning policy requiring that a 5-year Capital Improvement Plan (CIP) be prepared by Staff and adopted by the City Council concurrently with the budget every year.	A&F	10/23	0%
2		Future budgets should include 5-year projections of revenue and expenditures for major operating funds to assist the Council and Staff in better planning for the future.	A&F	07/24	0%
3		City Council will adopt a City Council Handbook that will help to guide current and future City Councils. City Manager will work with Mayor to schedule a Council workshop to discuss this item within one year of adoption of Strategic Plan.	Admin	04/24	50%
EFFECTIVE INFRASTRUCTURE NETWORK					
Develop Asset Management Program for infrastructure.					
1		The intent of the asset management program is to compile age, material, condition, and service life of the City's infrastructure (facilities, airport, streets, storm drain, wastewater, water, signals, signs, etc.) into ESRI's GIS software to aid in planning improvement priority and capital needs.	Eng		
	a	Staff will determine what items need to be tracked, what data exists, and what data needs to be collected	Eng	10/23	40%
	b	Select consultant to collect and populate data into ESRI.	Eng		
	i	Facilities, streets, storm drains, wastewater and water	Eng	10/24	0%
	ii	Signs and signals	Eng	10/25	10%
Improve road conditions as captured by Pavement Condition Index (PCI).					
1		Improve road conditions as captured by Pavement Condition Index (PCI).	Eng		
	a	Complete PCI update currently under contract.	Eng	04/23	100%
	b	Once complete, develop several PCI score scenarios (maintain existing, desired PCI in 5 years and desired PCI in 10 years) with capital investment requirements – 6 months.	Eng	06/23	100%

BARTLESVILLE NEXT PROGRESS REPORT - August 2023

ECONOMIC VITALITY				
Reevaluate our development regulatory policies to ensure all rules, regulations, and processes align with best practices and reflect the character of our community.				
1		Update the city's comprehensive plan and other long-range plans utilizing accepted best practices (i.e. transportation, storm drainage, utilities, etc.).	Comm Dev	
	a	Staff will develop an RFP to select a consultant.	Comm Dev	06/23 100%
	b	Present recommendations to the Council	Comm Dev	06/24 20%
2		Update zoning, subdivision, and other ordinances and codes which regulate private development and land use following the updated comprehensive land use plan.	Comm Dev	06/25 0%
Collaborate with economic development partners and experts to optimize development.				
1		Identify economic development partners and assign City employee to act as economic development liaison. Liaison shall act as conduit between economic development partners, developer, and City departments.	Admin	06/23 100%
2		Convene a meeting with all economic development partners to determine how best to support their efforts and to define the expectations for all parties.	Admin	12/23 100%
3		Ongoing coordination between liaison and economic development partners.	Admin	50%
Develop and implement strategies to retain and attract young professionals and families to Bartlesville.				
1		Identify community partners who employ and recruit young professionals.	Admin	09/23 10%
2		Engage with community partners to learn how the City can attract young professionals and families	Admin	01/24 0%
3		Examine ways to make the community more enticing for businesses and restaurants that attract young professionals and families	Admin	01/24 0%
4		Work closely with BDA and Visit Bartlesville to promote their efforts and accomplishments	Admin	01/24 0%
COMMUNITY CHARACTER				
Explore opportunities to embrace the unique cultures of our community.				
1		Coordinate a multi-cultural group to highlight the diverse cultures in our community.	Library	01/24 30%
	a	Use this group to support/identify cultural needs that are unmet.		
	b	Partner/support this group for an annual event.		
2		Allocate city resources for support group (such as facilities, properties, venues, etc.)	Library	01/25 0%

BARTLESVILLE NEXT PROGRESS REPORT - August 2023

Develop and maintain healthy lifestyle options as a segment of our parks, recreation and transportation systems.					
1		As part of the update to the City's comprehensive and other plans identified in Economic Vitality, update the Parks Masterplan to ensure that lifestyle options and parks and recreation systems are meeting the needs of the public.	Comm Dev	06/24	10%
2		Create a Trails/Multi-modal plan that incorporates existing assets and plans such as bicycle plan.	CD/S&T		0%
	a	Review, evaluate, and update the Bicycle Plan	CD/S&T	04/24	0%
Ensure and maintain clean, bright, vibrant community spaces.					
1		Address vandalism and criminal activities in our community spaces, including destruction or defacement of public restrooms, violations of park curfews, etc.	PW/PD		
	a	Improve security measures at public restrooms using automatic locks combined with motion and smoke detectors	Pub Works	04/24	20%
	b	Police to respond to all calls at public restrooms generated by new systems	PD	04/24	25%
	i	Offenders, especially repeat offenders, will be prosecuted for vandalism, arson, trespassing, etc.	PD	04/24	0%
2		Coordinate citizen volunteer efforts to supplement our maintenance efforts and to improve the appearance of our City. These could include periodic clean up days, adopt a mile programs, adopt a path programs, etc.	CD/PW	07/23	40%
	a	Staff to list and prioritize possible programs.	CD/PW	01/24	0%
	b	Adopt formal policy for selected program(s).	CD/PW	04/24	0%
	c	Advertise, promote, operate, and publicly report on the success of this program.	CD/PW	10/24	0%
3		Establish Neighborhood Watch and Sentinel Program	PD	10/23	10%
4		Finalize implementation of and launch Software 311 and City App	Comm Dev	04/24	10%
5		Create a list of minimum maintenance intervals for our parks and rights-of-way.	Pub Works	07/23	80%

BARTLESVILLE NEXT PROGRESS REPORT - August 2023

EMERGING ISSUES				
Partner with community groups to discuss, evaluate and report on existing needs and potential solution that address: Child Care, Housing, Homelessness, and Others to be Determined.				
1		Child Care:	Admin	
	a	Collaborate with local groups to help find solutions to the local child care shortage.	Admin	04/24 50%
	b	Help advocate for reform of child care regulations that act as barriers to new facilities.	Admin	50%
2		Housing:	Comm Dev	
	a	Evaluate local housing supply and demand to determine gaps in local housing stock by price level.	Comm Dev	04/24 40%
3		Homelessness:	PD	
	a	Collaborate with local groups seeking to reduce homelessness including “United Way” and “B the Light”.	Admin/CD	04/24 25%
	b	Review existing laws and enforcement policies and retrain police officers to better handle crimes committed by the homeless.	Admin/PD	04/24 0%
	c	Utilize the mental health team data from PD to understand homeless more, how many homeless are in Bartlesville and how they got here.	Admin/PD	04/24 50%

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Receipt of Interim Financials for the twelve months ending June 30, 2023.

Attachments:

Interim Financials for June 30, 2023

II. STAFF COMMENTS AND ANALYSIS

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



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

For The Twelve Months Ended June 30, 2023

CITY COUNCIL

Ward 1 - Dale Copeland, Mayor

Ward 2 - Loren Roszel

Ward 3 - Jim Curd, Vice Mayor

Ward 4 - Billie Roane

Ward 5 - Trevor Dorsey

City Manager

Mike Bailey

Prepared by:

Jason Muninger
Finance Director

Alicia Shelton
Accountant

TABLE OF CONTENTS

HIGHLIGHTS

MAJOR FUNDS:

GENERAL FUND

WASTEWATER OPERATING/BMA WASTEWATER FUNDS

WATER OPERATING/BMA WATER FUNDS

SANITATION

OTHER FUNDS:

REVENUE BUDGET STATUS

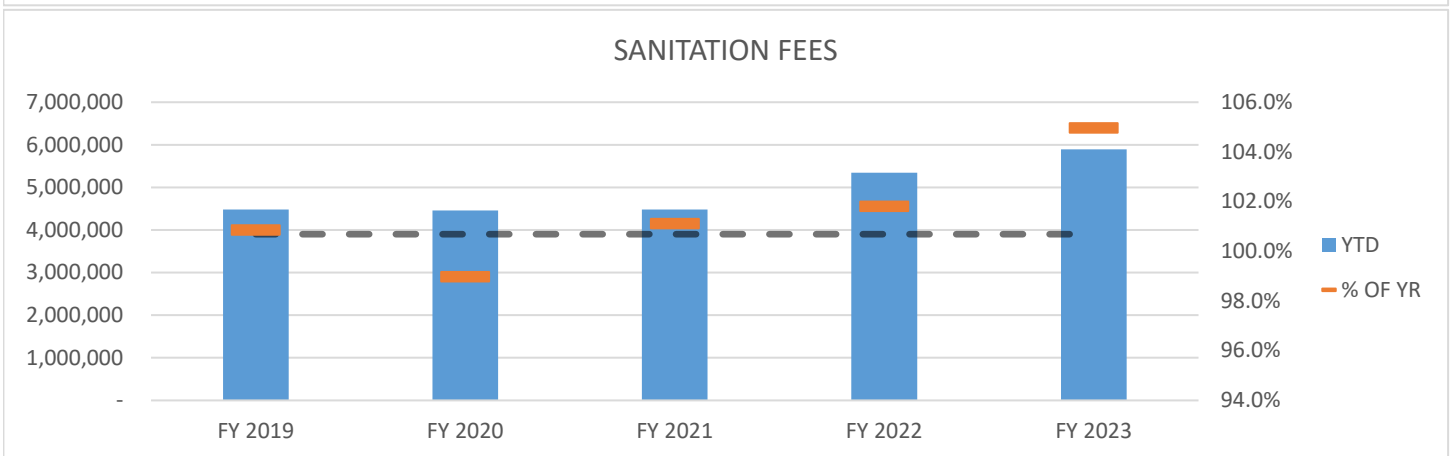
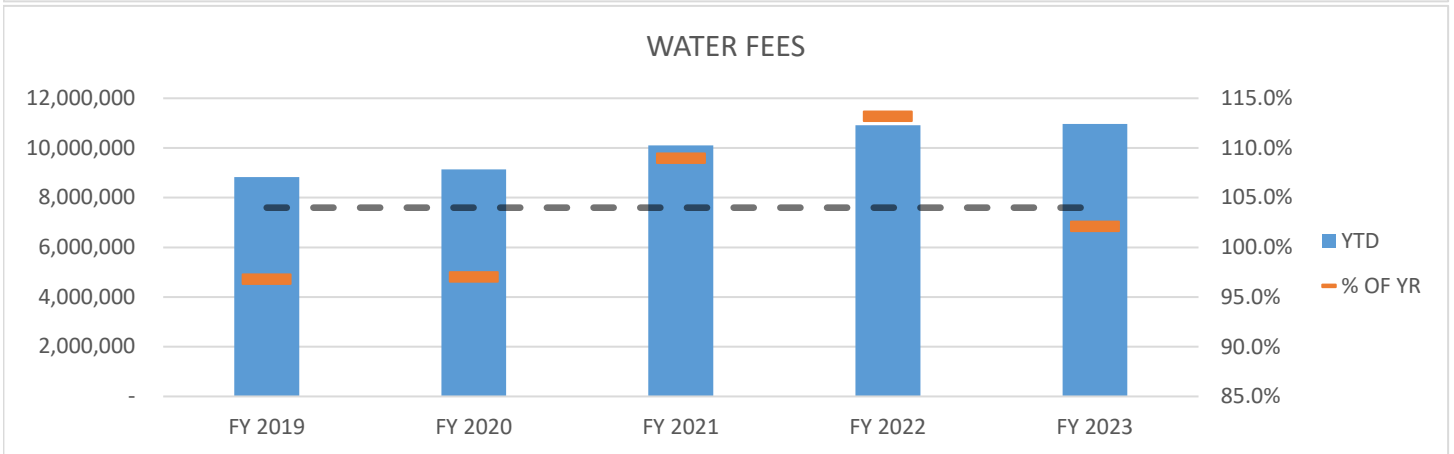
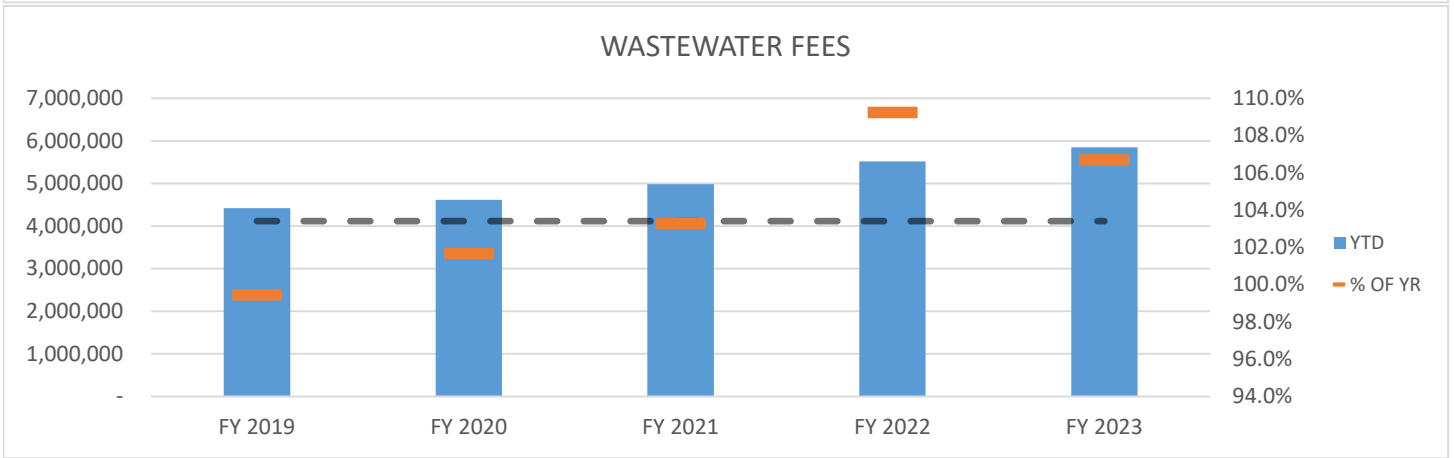
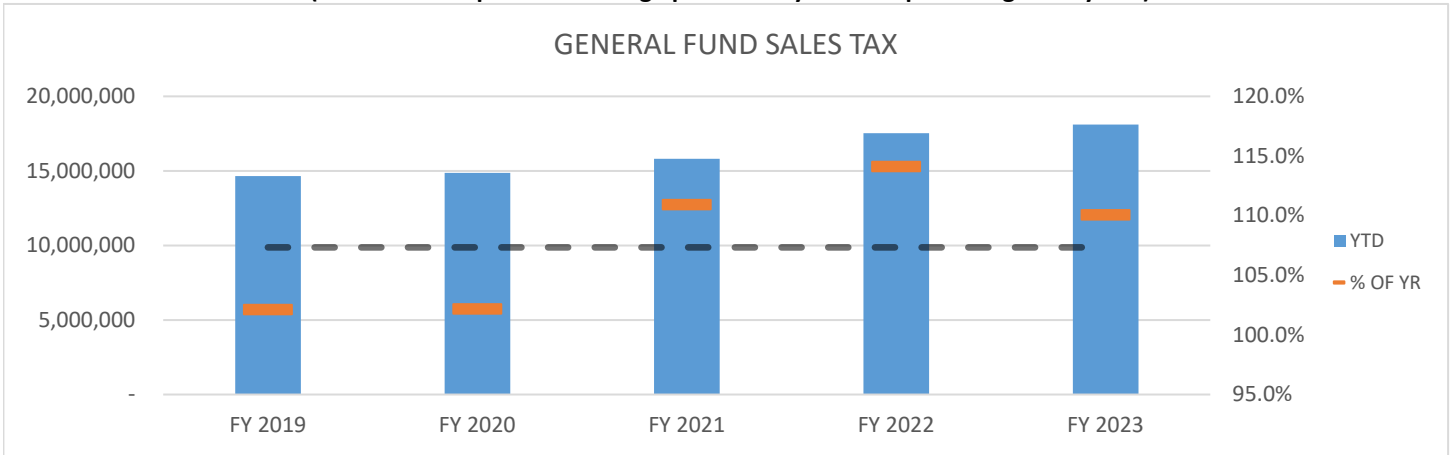
EXPENDITURE BUDGET STATUS

CHANGE IN FUND BALANCE

EXPLANATORY MEMO

FINANCIAL STATEMENT REVENUE HIGHLIGHTS

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



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

100% of Year Lapsed

	<u>2022-23 Fiscal Year</u>					% of Budget	<u>2021-22 Fiscal Year</u>	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total		YTD Total	% Total Year
Revenue:								
Sales Tax	\$ 16,457,122	\$ 16,457,122	\$ 18,114,705	\$ -	\$ 18,114,705	110.1%	\$ 17,520,916	110.8%
Use Tax	400,000	400,000	1,550,537	-	1,550,537	387.6%	-	N.A.
Gross Receipt Tax	1,451,300	1,451,300	1,626,755	-	1,626,755	112.1%	1,495,904	120.6%
Licenses and Permits	266,700	266,700	257,340	-	257,340	96.5%	278,241	122.3%
Intergovernmental	739,100	739,100	712,602	-	712,602	96.4%	729,563	21.0%
Charges for Services	521,300	521,300	598,178	-	598,178	114.7%	519,479	102.3%
Court Costs	139,800	139,800	190,255	-	190,255	136.1%	159,035	125.8%
Police/Traffic Fines	525,000	525,000	405,378	-	405,378	77.2%	425,822	83.0%
Parking Fines	54,800	54,800	47,915	-	47,915	87.4%	50,455	80.4%
Other Fines	67,000	67,000	70,251	-	70,251	104.9%	70,740	107.2%
Investment Income	100,000	100,000	958,765	-	958,765	958.8%	(63,409)	-38.1%
Miscellaneous Income	396,400	396,400	753,387	-	753,387	190.1%	1,055,525	170.0%
Transfers In	9,170,941	9,170,941	9,170,941	-	9,170,941	100.0%	6,146,590	126.2%
Total	<u>\$ 30,289,463</u>	<u>\$ 30,289,463</u>	<u>\$ 34,457,009</u>	<u>\$ -</u>	<u>\$ 34,457,009</u>	113.8%	<u>\$ 28,388,860</u>	102.5%
Expenditures:								
General Government	\$ 8,546,967	\$ 8,546,967	\$ 7,816,094	\$ 387,699	\$ 8,203,793	96.0%	\$ 7,572,966	106.5%
Public Safety	15,805,931	15,805,931	15,369,204	79,270	15,448,474	97.7%	13,558,806	107.6%
Street	1,911,026	1,911,026	1,769,672	28,808	1,798,480	94.1%	1,677,741	111.9%
Culture and Recreation	3,525,900	3,525,900	3,193,066	65,091	3,258,157	92.4%	2,989,011	108.2%
Transfers Out	4,011,107	4,011,107	4,011,107	-	4,011,107	100.0%	3,338,528	109.1%
Reserves	910,925	910,925	-	-	-	0.0%	-	N.A.
Total	<u>\$ 34,711,856</u>	<u>\$ 34,711,856</u>	<u>\$ 32,159,143</u>	<u>\$ 560,868</u>	<u>\$ 32,720,011</u>	94.3%	<u>\$ 29,137,052</u>	107.8%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 4,261,660					
Net Revenue (Expense)			<u>2,297,866</u>					
Ending Fund Balance			<u>\$ 6,559,526</u>					

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

100% of Year Lapsed

	2022-23 Fiscal Year					% of Budget	2021-22 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total		YTD Total	% Total Year
Revenue:								
Wastewater Fees	\$ 5,499,094	\$ 5,499,094	\$ 5,857,374	\$ -	\$ 5,857,374	106.5%	\$ 5,528,610	110.9%
Investment Income	-	-	61,147	-	61,147	N.A.	-	0.0%
Debt Proceeds	45,000,000	45,000,000	-	-	-	0.0%	-	N.A.
Miscellaneous	<u>30,800</u>	<u>30,800</u>	<u>176,333</u>	<u>-</u>	<u>176,333</u>	572.5%	<u>99,479</u>	488.7%
Total	<u>\$ 50,529,894</u>	<u>\$ 50,529,894</u>	<u>\$ 6,094,854</u>	<u>\$ -</u>	<u>\$ 6,094,854</u>	12.1%	<u>\$ 5,628,089</u>	112.4%
Expenditures:								
Wastewater Plant	\$ 2,704,296	\$ 2,704,296	\$ 2,677,905	\$ 16,251	\$ 2,694,156	99.6%	\$ 2,396,250	97.3%
Wastewater Maint	910,135	910,135	701,491	11,717	713,208	78.4%	741,784	113.5%
BMA Expenses	28,400	28,400	27,870	-	27,870	98.1%	13,986	N.A.
Transfers Out	1,642,574	1,642,574	1,642,574	-	1,642,574	100.0%	1,526,012	106.0%
Reserves	<u>83,049</u>	<u>83,049</u>	<u>-</u>	<u>-</u>	<u>-</u>	0.0%	<u>-</u>	N.A.
Total	<u>\$ 5,368,454</u>	<u>\$ 5,368,454</u>	<u>\$ 5,049,840</u>	<u>\$ 27,968</u>	<u>\$ 5,077,808</u>	94.6%	<u>\$ 4,678,032</u>	102.7%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 1,859,443					
Net Revenue (Expense)			<u>1,045,014</u>					
Ending Fund Balance			<u>\$ 2,904,457</u>					

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

100% 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	\$ 11,339,739	\$ 11,528,445	\$ -	\$ 11,528,445	101.7%	\$ 11,467,014	109.1%
Investment Income	-	-	81,323	-	81,323	N.A.	(8,366)	-149.9%
Debt Proceeds	7,500,000	7,500,000	-	-	-	0.0%	-	N.A.
Miscellaneous	-	-	7,343	-	7,343	N.A.	10,647	1054.1%
Total	<u>\$ 18,839,739</u>	<u>\$ 18,839,739</u>	<u>\$ 11,617,111</u>	<u>\$ -</u>	<u>\$ 11,617,111</u>	61.7%	<u>\$ 11,469,295</u>	109.0%
Expenditures:								
Water Plant	\$ 3,590,859	\$ 3,590,859	\$ 3,445,061	\$ 37,882	\$ 3,482,943	97.0%	\$ 3,089,716	111.1%
Water Administration	403,207	403,207	369,593	18,383	387,976	96.2%	352,266	104.3%
Water Distribution	1,941,232	1,941,232	1,682,658	78,755	1,761,413	90.7%	1,524,666	113.0%
BMA Expenses	10,447,970	10,447,970	6,178,606	499,490	6,678,096	63.9%	1,471,015	49.3%
Transfers Out	2,569,382	2,569,382	2,569,382	-	2,569,382	100.0%	2,380,530	106.3%
Reserves	174,039	174,039	-	-	-	0.0%	-	N.A.
Total	<u>\$ 19,126,689</u>	<u>\$ 19,126,689</u>	<u>\$ 14,245,300</u>	<u>\$ 634,510</u>	<u>\$ 14,879,810</u>	77.8%	<u>\$ 8,818,193</u>	91.0%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 9,871,860					
Net Revenue (Expense)			<u>(2,628,189)</u>					
Ending Fund Balance			<u>\$ 7,243,671</u>					

SANITATION FUND

Statement of Revenue, Expenditures, and Changes in Fund Balances

100% 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	\$ 5,614,957	\$ 5,781,146	\$ -	\$ 5,781,146	103.0%	\$ 5,238,230	119.2%
Investment Income	-	-	-	-	-	N.A.	-	N.A.
Miscellaneous	181,103	45,669	166,394	-	166,394	91.9%	170,596	122.3%
Transfers In	-	-	-	-	-	N.A.	-	0.0%
Total	\$ 5,796,060	\$ 5,660,626	\$ 5,947,540	\$ -	\$ 5,947,540	102.6%	\$ 5,408,826	118.7%
Expenditures:								
Sanitation	\$ 3,458,313	\$ 3,458,313	\$ 3,248,713	\$ 16,296	\$ 3,265,009	94.4%	\$ 3,077,216	104.6%
Transfers Out	2,647,446	2,647,446	2,647,446	-	2,647,446	100.0%	2,259,180	128.3%
Reserves	118,724	118,724	-	-	-	0.0%	-	N.A.
Total	\$ 6,224,483	\$ 6,224,483	\$ 5,896,159	\$ 16,296	\$ 5,912,455	95.0%	\$ 5,336,396	113.5%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 271,101					
Net Revenue (Expense)			51,381					
Ending Fund Balance			\$ 322,482					

ALL OTHER FUNDS
Revenue Budget Report - Budget Basis

100% of Year Lapsed

	<u>Budget</u>	<u>Actuals</u>	<u>Percent of Budget</u>
Special Revenue Funds:			
Economic Development Fund	1,830,242	2,107,405	115%
E-911 Fund	1,207,233	1,276,075	106%
Special Library Fund	88,000	152,300	173%
Special Museum Fund	-	39,589	N/A
Municipal Airport Fund	504,038	460,959	91%
Harshfield Library Donation Fund	-	20,477	N/A
Restricted Revenue Fund	106,006	86,198	81%
Golf Course Memorial Fund	-	45,558	N/A
CDBG-COVID	-	88,007	N/A
ARPA	3,186,219	3,186,294	100%
Justice Assistance Grant Fund	-	-	N/A
Neighborhood Park Fund	-	32,500	N/A
Cemetery Care Fund	3,000	3,155	105%
Debt Service Fund	4,156,550	4,319,963	104%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	3,095,683	3,770,810	122%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	-	57,502	N/A
Wastewater Regulatory Capital Fund	-	35,103	N/A
City Hall Capital Improvement Fund	11,400	53,389	468%
Storm Drainage Capital Improvement Fund	-	4,045	N/A
Community Development Block Grant Fund	196,000	227,068	116%
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	556,721	102%
Sooner Pool Operating Fund	49,871	50,084	100%
Frontier Pool Operating Fund	60,921	61,130	100%
Municipal Airport Operating	391,172	668,573	171%
Internal Service Funds:			
Worker's Compensation Fund	100,287	120,568	120%
Health Insurance Fund	3,781,152	4,280,760	113%
Auto Collision Insurance Fund	75,000	82,936	111%
Stabilization Reserve Fund	1,722,643	1,722,643	100%
Capital Improvement Reserve Fund	7,296,227	7,424,209	102%
Mausoleum Trust Fund	-	351	N/A

ALL OTHER FUNDS

Expenditure Budget Report - Budget Basis

100% 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	1,103,214	90%
Special Library Fund	238,968	175,765	74%
Special Museum Fund	41,500	30,335	73%
Municipal Airport Fund	750,981	691,507	92%
Harshfield Library Donation Fund	583,426	169,238	29%
Restricted Revenue Fund	352,376	50,835	14%
Golf Course Memorial Fund	34,307	34,216	100%
CDBG-COVID	501,706	501,706	100%
ARPA	3,609,713	3,609,713	100%
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	6,074,933	3,952,162	65%
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	32,031	-	0%
2018C G.O. Bond Fund	410,612	157,008	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	552,586	26%
2022 G.O. Bond Fund	9,345,050	4,492,865	48%
Proprietary Funds:			
Adams Golf Course Operating Fund	646,520	638,396	99%
Sooner Pool Operating Fund	73,088	52,380	72%
Frontier Pool Operating Fund	92,260	63,854	69%
Municipal Airport Operating	625,990	612,553	98%
Internal Service Funds:			
Worker's Compensation Fund	430,000	172,025	40%
Health Insurance Fund	4,527,661	4,527,661	100%
Auto Collision Insurance Fund	443,559	97,339	22%
Stabilization Reserve Fund	10,211,008	-	0%
Capital Improvement Reserve Fund	9,439,365	4,224,344	45%
Mausoleum Trust Fund	8,185	-	0%

ALL OTHER FUNDS

Fund Balance Report - Modified Cash Basis

100% of Year Lapsed

	<u>Beginning of Year</u>	<u>Change</u>	<u>Current</u>
Special Revenue Funds:			
Economic Development Fund	2,976,150	729,138	3,705,288
E-911 Fund	42,136	172,861	214,997
Special Library Fund	300,317	(9,347)	290,970
Special Museum Fund	129,805	9,254	139,059
Municipal Airport Fund	258,862	(178,160)	80,702
Harshfield Library Donation Fund	611,905	(148,761)	463,144
Restricted Revenue Fund	371,829	37,490	409,319
Golf Course Memorial Fund	31,449	14,442	45,891
CDBG-COVID	(71,679)	71,679	-
ARPA	2,186,371	(423,419)	1,762,952
Justice Assistance Grant Fund	7,619	-	7,619
Neighborhood Park Fund	27,722	32,500	60,222
Cemetery Care Fund	8,234	1,821	10,055
Debt Service Fund	3,383,622	342,488	3,726,110
Capital Project Funds:			
Sales Tax Capital Improvement Fund	3,179,987	557,125	3,737,112
Park Capital Improvement Fund	-	-	-
Wastewater Capital Improvement Fund	125,314	37,226	162,540
Wastewater Regulatory Capital Fund	805,587	35,103	840,690
City Hall Capital Improvement Fund	74,009	51,609	125,618
Storm Drainage Capital Improvement Fund	52,981	4,045	57,026
Community Development Block Grant Fund	-	-	-
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	(152,711)	-
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	(2,604,941)	6,765,084
Proprietary Funds:			
Adams Golf Course Operating Fund	56,999	(37,623)	19,376
Sooner Pool Operating Fund	23,650	(1,820)	21,830
Frontier Pool Operating Fund	14,708	8,854	23,562
Municipal Airport Operating	246,207	62,859	309,066
Internal Service Funds:			
Worker's Compensation Fund	248,341	(51,457)	196,884
Health Insurance Fund	291,251	(245,687)	45,564
Auto Collision Insurance Fund	477,623	32,244	509,867
Stabilization Reserve Fund	10,211,008	1,722,643	11,933,651
Capital Improvement Reserve Fund	12,762,925	4,305,660	17,068,585
Mausoleum Trust Fund	7,813	351	8,164



FROM: Jason Muninger, CFO/City Clerk

SUBJECT: Financial Statement Explanatory Information

GENERAL INFORMATION

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

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

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

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

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

These analyses are presented in the final manner:

Highlights:

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

Major Operating Funds:

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

Other Funds:

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

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

(Published in Bartlesville, OK Examiner-Enterprise 7/1/2023, 7/5/2023, & 7/8/2023)

INVITATION FOR BIDS

**City of Bartlesville
Asphalt Rehabilitation Delaware Avenue and Clear Creek Loop
Bid No. 2023-2024-003**

Notice is hereby given that the City of Bartlesville will receive sealed bids at the office of the City Clerk until **2:00 p.m.** on the 24th day of July, 2023 at such time bids will be opened and publicly read.

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

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

A mandatory pre-bid conference will be held on July 11th, 2023 at 10:00 a.m. in the City Hall, 3rd Floor Conference Room, 401 S. Johnstone, Bartlesville, Oklahoma.

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

1,984	TON	Superpave Type S4 (PG 64-22 OK)
17,714	SY	2" Mill
804	SY	Full Depth A.C. Patch
37	EA	ADA Ramp "Type D" with Tactile Warning Device


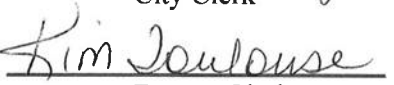
Proposals shall be submitted in sealed envelopes and marked, "City Clerk, City Hall, 401 S. Johnstone, Bartlesville, Oklahoma 74003, **Asphalt Rehabilitation Delaware Avenue and Clear Creek Loop, Bid No. 2023-2024-003**". Proposals shall be accompanied by a five percent (5%) bid guarantee.

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

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

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

DATED this 28th day of June, 2023.


 City Clerk
 By: 
 Deputy Clerk

BID REVIEW RECOMMENDATION

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A. SUBJECT:

Discuss and take action to award Bid No. 2023-2024-003 for the Asphalt Rehabilitation: Delaware Avenue and Clear Creek Loop Project.

B. ATTACHMENTS:

Bid Tabulation
Construction Plans

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

A. PROJECT DESCRIPTION:

This project is a combination of Delaware Avenue Mill/Overlay, a priority project included in the 2022 General Obligation Bond (GO Bond), and Clear Creek Loop, a discretionary project included in the 2022 GO Bond. The project consists of an asphalt rehabilitation of Delaware Avenue from Hillcrest Ave. north to 5th Street and Clear Creek Loop. The project will consist of milling and removing the surface of both streets and laying new 2" thick asphalt overlay. All items of work were included in the Base Bid with no Bid Alternates.

B. COMMENTS:

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

Paragon Contractors, LLC (Tulsa, OK)	\$793,089.48
KSL Dirtworks, LLC (Bartlesville, OK)	\$588,208.32
Brent Bell Construction (Nowata, OK)	\$676,407.52

The bids were evaluated for addendums, bid bonds, line-item prices, and arithmetic. Each bid has all of the necessary components. The low bid submitted was not compliant with bidding requirements and included subcontracting more than the maximum allowable 40% of the contract and is recommended to be rejected. Minor mathematical errors were found in the next lowest bid, but the errors did not change the order of the bids.

C. BUDGET AMOUNT:

\$655,000.00 was originally budgeted for the project in the 2022 GO Bond. The project was designed using City staff, leaving the entire \$655,000.00 for the construction portion of the project. The lowest compliant bid by Brent Bell Construction is \$21, 407.52 over the available GO Bond budget. The project budget will be supplemented with anticipated surplus funds from the Crestland Concrete Rehab, also funded from the 2022 GO Bond.

III. RECOMMENDED ACTION

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

Staff recommends awarding the base bid to Brent Bell Construction in the amount of \$676,407.52.

/s/ Billie Roane

August 3, 2023

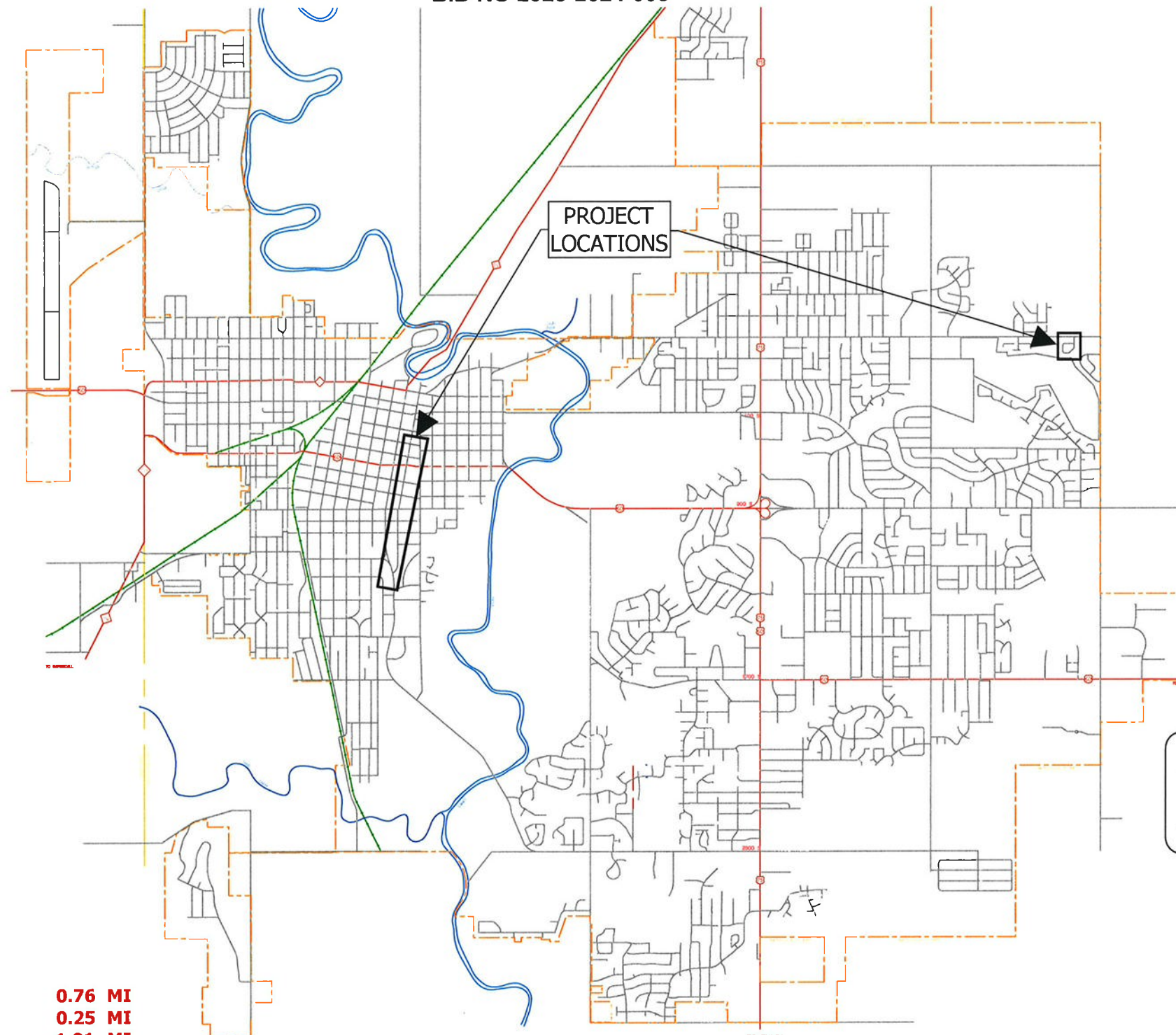
Council Member

Date

ENGINEER'S ESTIMATE															
PAY QUANTITIES															
DELAWARE AVE FROM HILLCREST AVE TO 5TH STREET AND CLEAR CREEK LOOP															
						KSL Dirtworks		Bell Construction		Paragon		Average Bid		ENGINEER'S ESTIMATE	
PAY ITEM	ODOT SPEC	DESCRIPTION	NOTES	UNIT	QUANTITY	UNIT PRICE	ITEM COST	UNIT PRICE	ITEM COST	UNIT PRICE	ITEM COST	UNIT PRICE	ITEM COST	UNIT PRICE	ITEM COST
1	201(B)	SELECTIVE CLEARING	1	LSUM	1.00	\$4,037.60	\$4,037.60	\$2,800.00	\$2,800.00	\$6,988.14	\$6,988.14	\$4,608.58	\$4,608.58	\$5,000.00	\$5,000.00
2	202(A)	UNCLASSIFIED EXCAVATION	2, 3, 4, 27	CY	120.00	\$24.53	\$2,943.60	\$75.00	\$9,000.00	\$73.25	\$8,790.00	\$57.59	\$6,911.20	\$40.00	\$4,800.00
3	202(D)	UNCLASSIFIED BORROW	2	CY	50.00	\$44.69	\$2,234.50	\$70.00	\$3,500.00	\$116.75	\$5,837.50	\$77.15	\$3,857.33	\$15.00	\$750.00
4	230(A)	SOLID SLAB SODDING	R-6, R-7, 5	SY	477.00	\$8.79	\$4,192.83	\$8.00	\$3,816.00	\$7.56	\$3,606.12	\$8.12	\$3,871.65	\$10.00	\$4,770.00
5	411(C)	SUPERPAVE, TYPE S4 (PG64-22OK)	R-24, R-26, 6	TON	1,984.00	\$115.84	\$229,826.56	\$109.00	\$216,256.00	\$112.24	\$222,684.16	\$112.36	\$222,922.24	\$110.00	\$218,240.00
6	412.00	COLD MILLING PAVEMENT	7, 8	SY	17,715.00	\$3.38	\$59,876.70	\$3.00	\$53,145.00	\$3.75	\$66,431.25	\$3.38	\$59,817.65	\$4.00	\$70,860.00
7	414(E)	FULL DEPTH P.C.C. PATCH	9, 10, 11	SY	290.00	\$80.23	\$23,266.70	\$100.00	\$29,000.00	\$132.89	\$38,538.10	\$104.37	\$30,268.27	\$120.00	\$34,800.00
8	414(G)	P.C. CONCRETE FOR PAVEMENT		CY	56.00	\$190.34	\$10,659.04	\$204.00	\$11,424.00	\$398.87	\$22,336.72	\$264.40	\$14,806.59	\$40.00	\$2,240.00
9	609(B)	COMBINED CURB AND GUTTER	12, 28	LF	398.00	\$47.31	\$18,829.38	\$30.60	\$12,178.80	\$43.75	\$17,412.50	\$40.55	\$16,140.23	\$35.00	\$13,930.00
10	610(A)	CONCRETE SIDEWALK		SY	186.00	\$85.00	\$15,810.00	\$102.00	\$18,972.00	\$99.30	\$18,469.80	\$95.43	\$17,750.60	\$85.00	\$15,810.00
11	610(B)	CONCRETE DRIVEWAY		SY	23.00	\$110.22	\$2,535.06	\$137.70	\$3,167.10	\$250.77	\$5,767.71	\$166.23	\$3,823.29	\$125.00	\$2,875.00
12	610(I)	TACTILE WARNING DEVICE		SF	296.00	\$27.92	\$8,264.32	\$17.34	\$5,132.64	\$31.38	\$9,288.48	\$25.55	\$7,561.81	\$35.00	\$10,360.00
13	612(A)	MANHOLE ADJUST TO GRADE		EA	1.00	\$1,153.60	\$1,153.60	\$2,000.00	\$2,000.00	\$1,527.80	\$1,527.80	\$1,560.47	\$1,560.47	\$1,500.00	\$1,500.00
14	612(C)	INLET ADJUST TO GRADE		EA	1.00	\$2,307.20	\$2,307.20	\$3,000.00	\$3,000.00	\$1,527.80	\$1,527.80	\$2,278.33	\$2,278.33	\$2,000.00	\$2,000.00
15	612(E)	VALVE BOX ADJUST TO GRADE		EA	20.00	\$576.80	\$11,536.00	\$400.00	\$8,000.00	\$547.37	\$10,947.40	\$508.06	\$10,161.13	\$600.00	\$12,000.00
16	619(B)	REMOVAL OF ASPHALT PAVEMENT	R-40, 9	SY	902.00	\$9.60	\$8,659.20	\$8.00	\$7,216.00	\$20.56	\$18,545.12	\$12.72	\$11,473.44	\$12.50	\$11,275.00
17	619(B)	REMOVAL OF CURB AND GUTTER	R-40, 9, 12	LF	398.00	\$6.82	\$2,714.36	\$20.40	\$8,119.20	\$24.92	\$9,918.16	\$17.38	\$6,917.24	\$15.00	\$5,970.00
18	619(B)	REMOVAL OF RAILROAD	13, 14, 15, 16	LF	75.00	\$103.06	\$7,729.50	\$150.00	\$11,250.00	\$188.96	\$14,172.00	\$147.34	\$11,050.50	\$100.00	\$7,500.00
19	619(B)	REMOVAL OF CONCRETE PAVEMENT	R-40, 9, 17	SY	582.00	\$9.26	\$5,389.32	\$36.72	\$21,371.04	\$40.84	\$23,768.88	\$28.94	\$16,843.08	\$25.00	\$14,550.00
20	641.00	MOBILIZATION		LSUM	1.00	\$12,920.32	\$12,920.32	\$35,000.00	\$35,000.00	\$68,264.98	\$68,264.98	\$38,728.43	\$38,728.43	\$50,000.00	\$50,000.00
21	642.00	CONSTRUCTION STAKING LEVEL II		LSUM	1.00	\$1,153.60	\$1,153.60	\$5,500.00	\$5,500.00	\$5,235.49	\$5,235.49	\$3,963.03	\$3,963.03	\$5,000.00	\$5,000.00
22	850(A)	STOP SIGN	18	EA	1.00	\$865.20	\$865.20	\$765.00	\$765.00	\$581.72	\$581.72	\$737.31	\$737.31	\$200.00	\$200.00
23	856(A)	TRAFFIC STRIPE MULTI-POLYMER 4-INCH WIDE	TC-17	LF	3,662.00	\$2.89	\$10,583.18	\$2.55	\$9,338.10	\$2.33	\$8,532.46	\$2.59	\$9,484.58	\$2.00	\$7,324.00
24	856(A)	TRAFFIC STRIPE MULTI-POLYMER 24-INCH WIDE	19	LF	30.00	\$23.07	\$692.10	\$20.40	\$612.00	\$29.09	\$872.70	\$24.19	\$725.60	\$45.00	\$1,350.00
25	856(B)	TRAFFIC STRIPE MULTIPOLYMER SYMBOLS	20	EA	3.00	\$547.96	\$1,643.88	\$484.50	\$1,453.50	\$581.72	\$1,745.16	\$538.06	\$1,614.18	\$400.00	\$1,200.00
26	880(J)	CONSTRUCTION TRAFFIC CONTROL	TC-33, 21	LSUM	1.00	\$5,191.20	\$5,191.20	\$8,000.00	\$8,000.00	\$13,379.59	\$13,379.59	\$8,856.93	\$8,856.93	\$25,000.00	\$25,000.00
27	SPECIAL	FULL DEPTH A.C. PATCH	6, 9, 26, 10	SY	804.00	\$79.96	\$64,287.84	\$95.45	\$76,741.80	\$69.69	\$56,030.76	\$81.70	\$65,686.80	\$100.00	\$80,400.00
28	SPECIAL	CONCRETE VALLEY GUTTER	9, 10, 11	SY	395.00	\$85.37	\$33,721.15	\$110.00	\$43,450.00	\$105.31	\$41,597.45	\$100.23	\$39,589.53	\$125.00	\$49,375.00
29	SPECIAL	ADA RAMP	22	EA	37.00	\$396.22	\$14,660.14	\$1,200.00	\$44,400.00	\$1,449.53	\$53,632.61	\$1,015.25	\$37,564.25	\$1,900.00	\$70,300.00
30	SPECIAL	TRENCH DRAIN	24, 25	LF	311.00	\$33.84	\$10,524.24	\$37.94	\$11,799.34	\$85.72	\$26,658.92	\$52.50	\$16,327.50	\$25.00	\$7,775.00
31	SPECIAL	ENGINEER'S ALLOWANCE	23	EA	1.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
ESTIMATED TOTAL PROJECT COST							\$588,208.32	\$676,407.52	\$793,089.48	\$685,901.77	\$747,154.00				

CONSTRUCTION DRAWINGS FOR
CITY OF BARTLESVILLE
ASPHALT MILL & OVERLAY PROJECT
DELAWARE AVENUE (5TH TO HILLCREST) & CLEAR CREEK LOOP

BID NO 2023-2024-003



Sheet No	Sheet Title
1	COVER SHEET
2	NOTES & PAY QUANTITIES (1 OF 2)
3	NOTES & PAY QUANTITIES (2 OF 2)
4	PROJECT LAYOUT MAPS
5	DELAWARE PAVEMENT PLAN (1 OF 5)
6	DELAWARE PAVEMENT PLAN (2 OF 5)
7	DELAWARE PAVEMENT PLAN (3 OF 5)
8	DELAWARE PAVEMENT PLAN (4 OF 5)
9	DELAWARE PAVEMENT PLAN (5 OF 5)
10	CLEAR CREEK PAVEMENT PLAN (1 OF 2)
11	CLEAR CREEK PAVEMENT PLAN (2 OF 2)
12	STRIPING DETAIL
13	PAVING DETAILS (1 OF 2)
14	PAVING DETAILS (2 OF 2)

THE FOLLOWING ODOT STANDARD DRAWINGS SHALL BE REQUIRED FOR THIS PROJECT

ROADWAY		TRAFFIC	
SSS-2	(R-14)	PM 1-1	(T-101)
PED-4	(R-23)	RSD 1-1	(T-114)
WCR-4	(R-25)	SBS 1-1	(T-130)
TWD-2	(R-26)	GMS 1-1	(T-136)
		SSP 1-1	(T-138)
		SSA 1-1	(T-139)
		TCS 1-1	(T-501)



UTILITY COMPANY CONTACT INFORMATION

WATER - CITY OF BARTLESVILLE
401 S JOHNSTONE AVENUE
BARTLESVILLE, OKLAHOMA 74003
CONTACT: TERRY LAURITSEN
(918) 338-4107

TELEPHONE - AT&T
119 EAST SIXTH STREET
BARTLESVILLE, OKLAHOMA 74003
CONTACT: JAY HALFERTY
(918) 662-3033

SEWER - CITY OF BARTLESVILLE
401 S JOHNSTONE AVENUE
BARTLESVILLE, OKLAHOMA 74003
CONTACT: TERRY LAURITSEN
(918) 338-4107

CABLE - SPARKLIGHT
4127 S.E. NOWATA ROAD
BARTLESVILLE, OKLAHOMA 74006
CONTACT: JUSTIN LINDLEY
(918) 335-0332

ELECTRIC - AEP / PSO
310 S. COMANCHE AVE.
BARTLESVILLE, OKLAHOMA 74003
CONTACT: TIEN CHAO
(918) 337-1216

GAS - OKLAHOMA NATURAL GAS
3601 NE INDIANA
BARTLESVILLE, OKLAHOMA 74006
CONTACT: SARA SPEAR
(918) 335-5727

INTERNET - BLUEPEAK
CONTACT: JOSHUA NEUMANN
(405) 827-7414

APPROVED
THIS DATE _____ DAY OF _____ 2023.
CITY OF BARTLESVILLE

MAYOR



ROADWAY LENGTH

DELAWARE AVENUE	3,987 FT	0.76 MI
CLEAR CREEK LOOP	1,325 FT	0.25 MI
PROJECT LENGTH	5,232 FT	1.01 MI

GENERAL CONSTRUCTION NOTES

- SP 1. PROJECT WILL BE CONSTRUCTED UNDER CURRENT ODOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION. PROJECT SHALL BE CONSTRUCTED WITHOUT CLOSING ANY ROADS TO LOCAL OR THROUGH TRAFFIC. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PLACEMENT OF TEMPORARY PAVEMENT MARKINGS.
- SP 2. THE CONTRACTOR SHALL UTILIZE THE CALL OKIE SYSTEM (1-800-522-6543) 48 HOURS IN ADVANCE OF ANY EXCAVATION.
- SP 3. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING WATER AND SEWER SERVICE CONNECTIONS TO HOMES IN WORKING ORDER AT ALL TIMES EXCEPT FOR BRIEF INTERRUPTIONS IN SERVICE. IN NO CASE SHALL SERVICES BE ALLOWED TO REMAIN OUT OF SERVICE OVERNIGHT.
- SP 4. CONTRACTOR SHALL MAKE ALL NECESSARY PROVISIONS DURING CONSTRUCTION FOR THE SUPPORT AND PROTECTION OF ALL UTILITY POLES, GAS MAINS, TELEPHONE CABLES, SANITARY SEWER LINES, ELECTRIC CABLES, DRAINAGE PIPES, UTILITY SERVICE LINES, AND ALL OTHER STRUCTURES BOTH ABOVE AND BELOW GROUND. CONTRACTOR IS LIABLE FOR ALL DAMAGES DONE TO SUCH EXISTING FACILITIES AS A RESULT OF CONTRACTORS OPERATIONS.
- SP 5. CONTRACTOR SHALL SUBMIT A WRITTEN REQUEST TO THE CITY ENGINEER FOR APPROVAL OF ALL AREAS TO BE USED FOR STAGING, MOBILIZATION, EQUIPMENT AND MATERIAL STORAGE, AND GENERAL PROJECT CONSTRUCTION MANAGEMENT. REQUEST SHALL BE SUBMITTED TO THE CITY ENGINEER WITHIN 5 DAYS OF THE NOTICE TO PROCEED.
- SP 6. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING GENERAL SAFETY AT AND ADJACENT TO THE PROJECT AREA, INCLUDING THE PERSONAL SAFETY OF THE CONSTRUCTION CREW AND THE GENERAL PUBLIC AND THE SAFETY OF PUBLIC AND PRIVATE PROPERTY.
- SP 7. CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING STREETS AND SIDEWALKS ADJACENT TO PROJECT FREE OF MUD AND DEBRIS CAUSED BY CONSTRUCTION ACTIVITIES.
- SP 8. NO EQUIPMENT OR MATERIAL SHALL BE DEPOSITED ON PRIVATE PROPERTY WITHOUT WRITTEN PERMISSION. THE CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGES RESULTING FROM SUCH ACTS AND SHALL REMOVE THE MATERIAL AND RESTORE THE PROPERTY AT THE EXPENSE OF THE CONTRACTOR.
- SP 9. THE LOCATIONS OF ALL DRIVEWAYS, SIDEWALKS, CURBS, UTILITIES, AND OTHER ITEMS SHOWN ON PLANS ARE APPROXIMATE. ACCURATE LOCATIONS SHALL BE VERIFIED AT THE TIME OF CONSTRUCTION AFTER CONSULTATION WITH PROPERTY OWNERS AND UTILITY COMPANIES.
- SP 10. CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO THE HOURS OF MONDAY THROUGH FRIDAY, 7:00 AM TO 7:00 PM, EXCLUDING CITY OF BARTLESVILLE HOLIDAYS UNLESS APPROVED OR DIRECTED BY THE ENGINEER.
- SP 11. THE CONTRACTOR PERSONNEL SHALL WEAR IDENTIFYING CLOTHING OR HATS AT ALL TIMES.
- SP 12. CONSTRUCTION DEBRIS SUCH AS BROKEN CONCRETE, EXCESS FILL, BUT EXCLUDING RAILROAD ARTIFACTS, ETC., SHALL BECOME THE PROPERTY OF THE CONTRACTOR. MATERIALS SHALL BE COMPLETELY REMOVED FROM THE SITE PRIOR TO ACCEPTANCE OF THE PROJECT. ALL MATERIALS SHALL BE DISPOSED OF IN A MANNER THAT IS IN COMPLIANCE WITH ALL LOCAL, STATE, & FEDERAL REGULATIONS.
- SP 13. OPERATION OF ALL WATER VALVES SHALL BE PERFORMED BY THE CITY OF BARTLESVILLE WATER UTILITIES DEPARTMENT. WORK TO BE DISCUSSED WITH WATER UTILITIES DIRECTOR, TERRY LAURITSEN, 72 HOURS IN ADVANCE OF THE NEED TO COMMENCE SUCH WORK.
- SP 14. CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER BARRICADES, LIGHTING, AND SIGNAGE WITHIN THE CONSTRUCTION AREA. ALL CONSTRUCTION SIGNAGE SHALL BE IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THE FEDERAL HIGHWAY ADMINISTRATION'S "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", LATEST EDITION.
- SP 15. CONTRACTOR SHALL FULL-DEPTH SAWCUT EXISTING PAVEMENT, DRIVEWAYS, AND SIDEWALKS AT AREAS WHERE EACH IS TO BE REMOVED. COSTS OF SAWCUTS ARE SUBSIDIARY TO OTHER ITEMS OF WORK.
- SP 16. CONTRACTOR SHALL PRESERVE AND PROTECT OR REMOVE AND REPLACE (WITH PRIOR APPROVAL OF LANDOWNER), ALL TREES, SHRUBS, HEDGES, RETAINING WALLS, LANDSCAPING, BUILDINGS, SIDEWALKS, ETC, IN OR NEAR THE PROPOSED CONSTRUCTION AREA. THIS WORK SHALL BE CONSIDERED INCIDENTAL AND NOT A SEPARATE PAY ITEM.
- SP 17. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL REQUIRED STAKING FOR THE PROJECT. COSTS TO BE INCLUDED IN OTHER ITEMS OF WORK.
- SP 18. CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AND SHALL NOT ALLOW OBSTRUCTION TO REMAIN THAT CAUSES WATER DAMAGE TO ADJACENT PROPERTIES.
- SP 19. CONTRACTOR SHALL GIVE NOTICE TO THE ENGINEER ANY AREAS THAT DO NOT DRAIN PRIOR TO BEGINNING CONSTRUCTION. AREAS NOT IDENTIFIED BY THE CONTRACTOR PRIOR TO BEGINNING CONSTRUCTION SHALL HAVE POSITIVE DRAINAGE AT THE COMPLETION OF CONSTRUCTION. ANY AREAS FOUND TO POND WATER OR COLLECT SEDIMENT SHALL BE CORRECTED BY THE CONTRACTOR AT NO COST TO THE CITY.
- SP 20. CONTRACTOR SHALL PROVIDE ADEQUATE TIME BETWEEN MILLING AND OVERLAY FOR OBSERVATION OF THE REMAINING PAVEMENT TO DETERMINE IF ADDITIONAL FULL DEPTH PATCH LOCATIONS ARE REQUIRED.
- SP 21. FULL DEPTH PATCHES SHALL BE COMPLETED BEFORE BEGINNING THE ASPHALT OVERLAY UNLESS APPROVED OR DIRECTED BY THE ENGINEER.
- SP 22. CONTRACTOR SHALL PROTECT INLETS FROM SEDIMENT. COSTS OF PROTECTION TO BE INCLUDED IN OTHER ITEMS OF WORK. ANY SEDIMENT ENTERING THE INLET OR PIPE DUE TO CONTRACTOR NEGLIGENCE SHALL BE REMOVED IN A MANNER APPROVED BY THE ENGINEER AT NO COST TO THE CITY.

Drawing Name: G:\PROJECTS\2022\20221056_Delaware Asphalt Mill and Overlay (5th to Hillcrest) CAD\20221056_Delaware Asphalt_Mill to Hillcrest_Overlay.dwg, Layout Name: Notes and Pay Quantities (1 of 2) Plotted By: ACLEHMAN Plotted on: 6/26/2023 11:28:02 AM

 ENGINEERING SERVICES	#	DATE	DESCRIPTION	BY	DESIGNED BY: <u>SDR</u> DRAWN BY: <u>AKL</u> CHECKED BY: <u>SDR</u>	PROJECT: ASPHALT MILL & OVERLAY DELAWARE AVENUE (5TH TO HILLCREST) & CLEAR CREEK	NOTES & PAY QUANTITIES (1 OF 2)	PROJECT NUMBER	DATE	SHEET
								2021056	06/2023	2

PAY QUANTITIES TABLE

PAY QUANTITIES					
DELAWARE AVE FROM HILLCREST AVE TO 5TH STREET AND CLEAR CREEK LOOP					
PAY ITEM	ODOT SPEC	DESCRIPTION	NOTES	UNIT	QUANTITY
1	201(B)	SELECTIVE CLEARING	1	LSUM	1.00
2	202(A)	UNCLASSIFIED EXCAVATION	2, 3, 4, 27	CY	120.00
3	202(D)	UNCLASSIFIED BORROW	2	CY	50.00
4	230(A)	SOLID SLAB SODDING	R-6, R-7, 5	SY	477.00
5	411(C)	SUPERPAVE, TYPE S4 (PG64-22OK)	R-24, R-26, 6	TON	1,984.00
6	412	COLD MILLING PAVEMENT	7, 8	SY	17,715.00
7	414(F)	FULL DEPTH P.C.C. PATCH	9, 10, 11	SY	290.00
8	414(G)	P.C. CONCRETE FOR PAVEMENT		CY	56.00
9	609(B)	COMBINED CURB AND GUTTER	12, 28	LF	398.00
10	610(A)	CONCRETE SIDEWALK		SY	186.00
11	610(B)	CONCRETE DRIVEWAY		SY	23.00
12	610(I)	TACTILE WARNING DEVICE		SF	296.00
13	612(A)	MANHOLE ADJUST TO GRADE		EA	1.00
14	612(C)	INLET ADJUST TO GRADE		EA	1.00
15	612(E)	VALVE BOX ADJUST TO GRADE		EA	20.00
16	619(B)	REMOVAL OF ASPHALT PAVEMENT	R-40, 9	SY	902.00
17	619(B)	REMOVAL OF CURB AND GUTTER	R-40, 9, 12	LF	398.00
18	619(B)	REMOVAL OF RAILROAD	13, 14, 15, 16	LF	75.00
19	619(B)	REMOVAL OF CONCRETE PAVEMENT	R-40, 9, 17	SY	582.00
20	641	MOBILIZATION		LSUM	1.00
21	642	CONSTRUCTION STAKING LEVEL II		LSUM	1.00
22	850(A)	STOP SIGN	18	EA	1.00
23	856(A)	TRAFFIC STRIPE MULTI-POLYMER 4-INCH WIDE	TC-17	LF	3,662.00
24	856(A)	TRAFFIC STRIPE MULTI-POLYMER 24-INCH WIDE	19	LF	30.00
25	856(B)	TRAFFIC STRIPE MULTIPOLYMER SYMBOLS	20	EA	3.00
26	880(J)	CONSTRUCTION TRAFFIC CONTROL	TC-33, 21	LSUM	1.00
27	SPECIAL	FULL DEPTH A.C. PATCH	6, 9, 26	SY	804.00
28	SPECIAL	CONCRETE VALLEY GUTTER	9, 10, 11	SY	395.00
29	SPECIAL	ADA RAMP	22	EA	37.00
30	SPECIAL	TRENCH DRAIN	24, 25	LF	311.00
31	SPECIAL	ENGINEER'S ALLOWANCE	23	EA	1.00

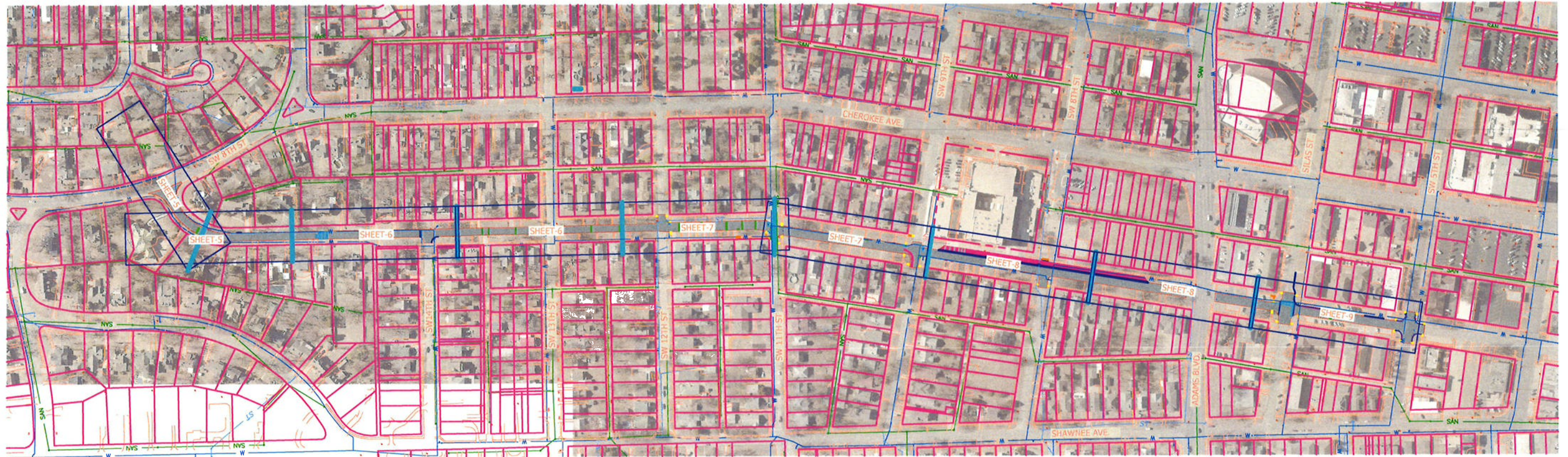
ODOT NOTES

- R-6 PRICE TO BID TO INCLUDE COST OF FERTILIZER.
- R-7 PRICE BID TO INCLUDE COST OF WATERING.
- R-24 PRICE BID TO INCLUDE COST OF TACK COAT, MEETING THE REQUIREMENTS OF SECTION 407 OF THE STANDARD SPECIFICATIONS.
- R-26 ESTIMATED AT 112 LBS. PER SQ. YD. PER 1" THICK.
- R-40 TO BECOME THE PROPERTY OF AND BE DISPOSED OF BY THE CONTRACTOR IN A MANNER APPROVED BY THE ENGINEER.
- TC-17 INCLUDES AN ESTIMATED 3,662.00 L.F. MULTI-POLYMER 4" WIDE WHITE AND 0.0 L.F. MULTI-POLYMER 4" WIDE YELLOW STRIPE.
- TC-33 ALL CONSTRUCTION WORK ZONE SIGNS SHALL HAVE FLUORESCENT SHEETING. THE FLUORESCENT SHEETING SHALL MEET THE REQUIREMENTS OF ASTM D4956 (LATEST REVISION)

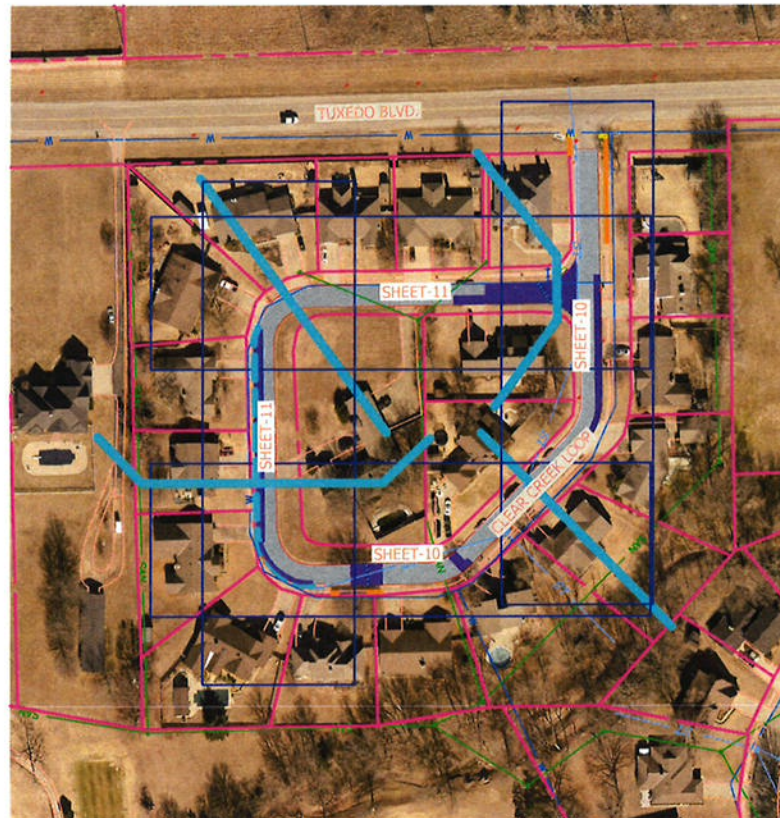
PAY ITEM NOTES

1. THIS PAY ITEM INCLUDES COMPENSATION FOR REMOVAL OF ALL TREES OR PORTIONS OF TREES IN CONFLICT WITH CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL IDENTIFY LIMBS OR TREES IN CONFLICT WITH CONSTRUCTION ACTIVITIES AND PROVIDE A REMOVAL OR TRIMMING PLAN FOR ENGINEER APPROVAL. CONTRACTOR SHALL NOT TRIM OR REMOVE ANY TREE WITHOUT APPROVAL FROM THE ENGINEER.
2. QUANTITY INCLUDES 50 CY TO BE USED AT THE ENGINEER'S DISCRETION.
3. IN AREAS WHERE NEW SIDEWALK IS PLACED, QUANTITY IS 0.1 CY PER LINEAR FOOT OF SIDEWALK PLACED.
4. EXCAVATION OF UNSUITABLE SUBGRADE SHALL BE PAID UNDER THIS PAY ITEM. CONTRACTOR SHALL NOT REMOVE SUBGRADE MATERIAL WITHOUT PRIOR APPROVAL BY THE ENGINEER. ANY QUANTITY REMOVED WITHOUT APPROVAL OF THE ENGINEER IS DONE AT RISK TO THE CONTRACTOR.
5. QUANTITY INCLUDES SODDING THREE FEET WIDE ADJACENT TO ALL SIDEWALK AND CURB AND GUTTER REPLACED ON THE PROJECT. AREAS OUTSIDE THESE LIMITS DISTURBED BY CONSTRUCTION ACTIVITIES SHALL BE REPAIRED AND SODDED AT THE EXPENSE OF THE CONTRACTOR.
6. PAYMENT FOR THIS PAY ITEM INCLUDES APPLICATION OF TACK COAT IN ACCORDANCE WITH ODOT SPECIFICATION 407.
7. AREAS ON THE PLANS SHOWN AS "EXISTING CONCRETE PATCH" SHALL BE PAID THROUGH THIS PAY ITEM. THE CONTRACTOR MAY ELECT TO MILL THROUGH THE TOP OF THE CONCRETE PATCH OR REPLACE THE CONCRETE PATCH IN ACCORDANCE WITH "FULL DEPTH P.C.C. PATCH" AT NO ADDITIONAL COST.
8. MILLINGS SHALL BECOME PROPERTY OF THE CITY OF BARTLESVILLE, TO BE HAULED AND STOCKPILED BY THE CONTRACTOR TO A LOCATION IDENTIFIED BY THE ENGINEER. THE LOCATION SHALL BE WITHIN TEN MILES OF THE PROJECT. MILLINGS SHALL BE FREE FROM SOIL OR FOREIGN MATERIAL AND SHALL CONTAIN NO PIECES GREATER THAN 4" DIAMETER. CARE SHOULD BE TAKEN WHEN STOCKPILING TO NOT INCORPORATE UNDERLYING MATERIAL INTO THE STOCKPILE.
9. THIS PAY ITEM INCLUDES FULL DEPTH SAWCUTTING.
10. THIS PAY ITEM INCLUDES REMOVAL OF ANY AGGREGATE BASE OR SUBGRADE MATERIAL REQUIRED FOR PLACEMENT OF CONCRETE PATCH IN ACCORDANCE WITH PROJECT DETAILS.
11. THIS PAY ITEM INCLUDES SEPARATOR FABRIC, AGGREGATE BASE, DOWELS, TIE BARS, REINFORCING BARS, AND CONCRETE PLACEMENT. CONCRETE REMOVAL, CONCRETE MATERIAL, AND ASPHALT PAVEMENT SHALL BE PAID UNDER SEPARATE PAY ITEMS. AREAS SHOWN ON THE PLANS AS "EXISTING CONCRETE PATCH" SHALL NOT BE PAID UNDER THIS PAY ITEM REGARDLESS OF THE METHOD USED TO COMPLY WITH THE CONTRACT.
12. QUANTITY INCLUDES 100 LF TO BE USED AT THE ENGINEERS DISCRETION. SECTION LENGTHS SHALL NOT BE LESS THAN FIVE FEET EACH.
13. ESTIMATED QUANTITY.
14. QUANTITY SHALL BE MEASURED ALONG CENTERLINE OF TRACK. AND INCLUDES ALL RAILS, TIES, SPIKES, AND ALL OTHER RAILROAD ASSOCIATED ARTIFACTS FOUND IN THE ROADWAY.
15. ALL RAIL, SPIKES, SALVAGEABLE TIES, AND OTHER POTENTIALLY HISTORIC ITEMS SHALL BECOME PROPERTY OF THE CITY OF BARTLESVILLE. ALL ITEMS LISTED ABOVE SHALL BE DELIVERED TO A LOCATION IDENTIFIED BY THE ENGINEER. LOCATION SHALL BE WITHIN TEN MILES OF THE PROJECT.
16. CONTRACTOR SHALL CUT THE SALVAGED RAIL INTO SECTIONS AS DIRECTED BY THE ENGINEER, WITH MINIMUM PIECE SIZE REQUIRED NOT BEING LESS THAN 2 LF EACH.
17. THIS ITEM INCLUDES AREAS ON THE PLANS IDENTIFIED AS "CONCRETE PATCH REMOVAL", CONCRETE DRIVE APPROACH, OR OTHER AREAS IDENTIFIED BY THE ENGINEER DURING CONSTRUCTION. THIS ITEM SPECIFICALLY DOES NOT INCLUDE AREAS ON THE PLANS IDENTIFIED AS EXISTING CONCRETE PATCH.
18. THIS PAY ITEM INCLUDES THE FOOTING, SLEEVE, POST, ALL BRACKETS AND HARDWARE, AND R1-1 SIZE STOP SIGN FOR INSTALLATION OF THE SIGN IN ACCORDANCE WITH ODOT SPECIFICATIONS 804, 850, AND 851.
19. THIS PAY ITEM IS TO BE USED FOR THE MARKING OF PEDESTRIAN CROSSINGS AS SHOWN ON THE PLANS.
20. THIS PAY ITEM IS FOR MATERIALS, LABOR, INSTALLATION, AND ANY OTHER COST ASSOCIATED WITH PLACEMENT OF ADA PARKING SYMBOLS. ADA PARKING SYMBOLS SHALL MEET THE REQUIREMENTS OF THE MUTCD AS DETAILED IN FIGURE 3B-22. THE SYMBOL SHALL INCLUDE THE BLUE BACKGROUND AND WHITE BORDER.
21. CONSTRUCTION SIGNING AND STRIPING SHALL BE INSTALLED IN A MANNER APPROVED BY THE ENGINEER, IN ACCORDANCE WITH CHAPTER VI OF THE MUTCD, CURRENT EDITION, AND ALL APPLICABLE ODOT STANDARD DRAWINGS. CONTRACTOR SHALL PROVIDE A PROPOSED TRAFFIC CONTROL PLAN FOR APPROVAL BY THE CITY ENGINEER PRIOR TO BEGINNING WORK. AMOUNT BID FOR THIS ITEM SHALL BE PAYMENT IN FULL FOR THE INSTALLATION, MAINTENANCE, AND SUBSEQUENT REMOVAL OF ALL NECESSARY CONSTRUCTION TRAFFIC CONTROL DEVICES, PAVEMENT MARKINGS, AND FLAGGING ACTIVITIES REQUIRED FOR THE COMPLETION OF THE PROJECT.
22. THIS ITEM SHALL BE PAID IN ADDITION TO MEASUREMENT OF SIDEWALK, WHICH WILL BE MEASURED THROUGH THE RAMP. THIS ITEM INCLUDES ALL ADDITIONAL MATERIALS, LABOR, EQUIPMENT, AND ANY OTHER COSTS ASSOCIATED WITH THE PLACEMENT OF AND ADA RAMP.
23. THIS PAY ITEM SHALL COVER ITEMS THAT WERE UNFORESEEN DURING DESIGN AND MAY ONLY BE USED WITH WRITTEN PERMISSION OF THE CITY ENGINEER.
24. PRICE BID INCLUDES ALL LABOR, EQUIPMENT, AND MATERIALS NECESSARY TO CONSTRUCT TRENCH DRAIN, INCLUDING BUT NOT LIMITED TO FABRIC, ROCK, FITTINGS, AND CONNECTION TO EXISTING STORM SEWER, INCLUDING ANY PIPE NECESSARY TO MAKE CONNECTION.
25. CONTRACTOR SHALL SUBMIT PLAN FOR CONNECTION TO EXISTING INLET. CONNECTION SHALL PROVIDE A WATER-TIGHT SEAL BETWEEN EXISTING WALL AND PIPE. CONTRACTOR SHALL PROTECT INLET AND CONCRETE APRON SURROUNDING INLET. ANY DAMAGE SHALL BE REPAIRED TO THE ENGINEER'S APPROVAL BY THE CONTRACTOR AT NO COST TO THE CITY. CONTRACTOR SHALL USE NON-PERFORATED PIPE WITHIN FIVE FEET OF THE INLET. A MINIMUM OF 40 LINEAR FEET OF PERFORATED PIPE SHALL EXTEND INTO THE TRENCH DRAIN. THE OUTLET END OF THE PIPE SHALL BE PROTECTED BY A RODENT SCREEN. THE UPSTREAM END OF THE PIPE SHALL BE CAPPED OR PROTECTED SUCH THAT NO AGGREGATE CAN ENTER THE PIPE. REFER TO ODOT STANDARD DRAWING PED-4 (R-23) FOR PIPE AND RODENT SCREEN REQUIREMENTS.
26. THIS PAY ITEM INCLUDES SEPARATOR FABRIC, AGGREGATE BASE, AND THE LOWER SIX INCHES OF ASPHALT. ASPHALT REMOVAL AND THE TOP TWO INCHES OF ASPHALT PAVEMENT SHALL BE PAID UNDER SEPARATE PAY ITEMS.
27. THIS PAY ITEM INCLUDES ALL TYPES OF EXCAVATION, INCLUDING MUCK, ROCK, OR STRUCTURAL EXCAVATION, REQUIRED TO COMPLETE THE PROJECT.
28. CONTRACTOR SHALL BACKFILL BEHIND THE CURB WITH TOPSOIL. ALL COSTS ASSOCIATED WITH THE TOPSOIL SHALL BE INCLUDED IN THE PRICE BID FOR COMBINED CURB AND GUTTER.

Drawing Name: G:\PROJECTS\12021056 - Delaware Asphalt Mill and Overlay (5th to Hillcrest)\CAD\2022\1056 Delaware Asphalt Mill and Overlay.dwg, Layout Name: Notes and Pay Quantities (2 of 2) Plotted By: AKL/EPW/PLM/Plotted On: 6/20/2023 11:28:20 AM



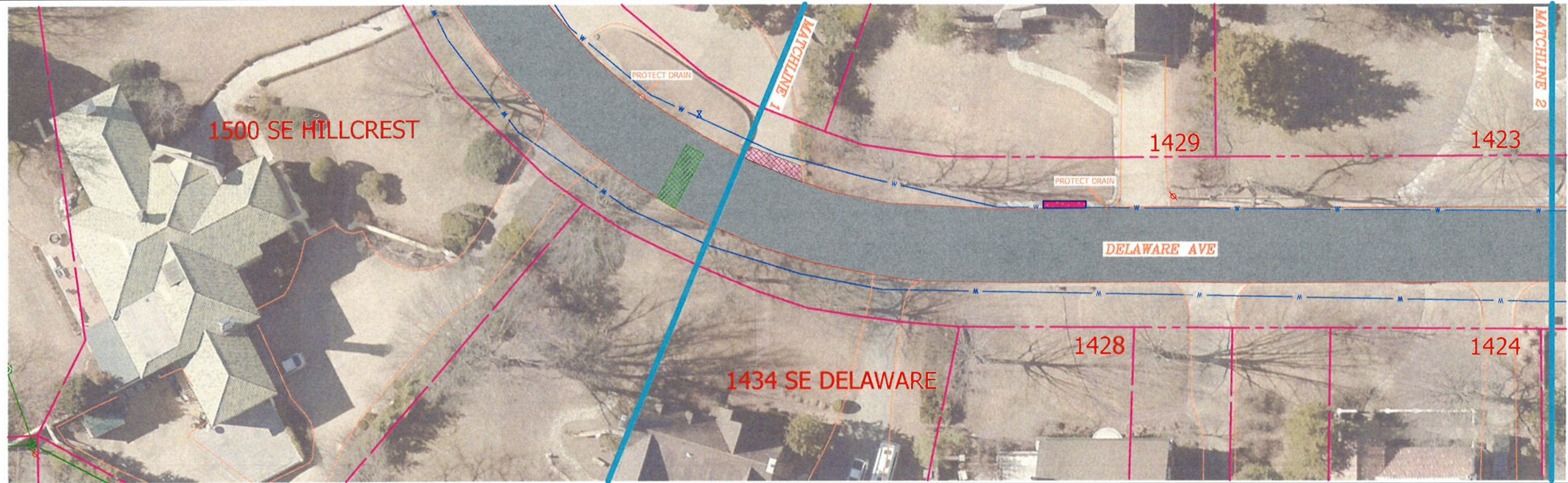
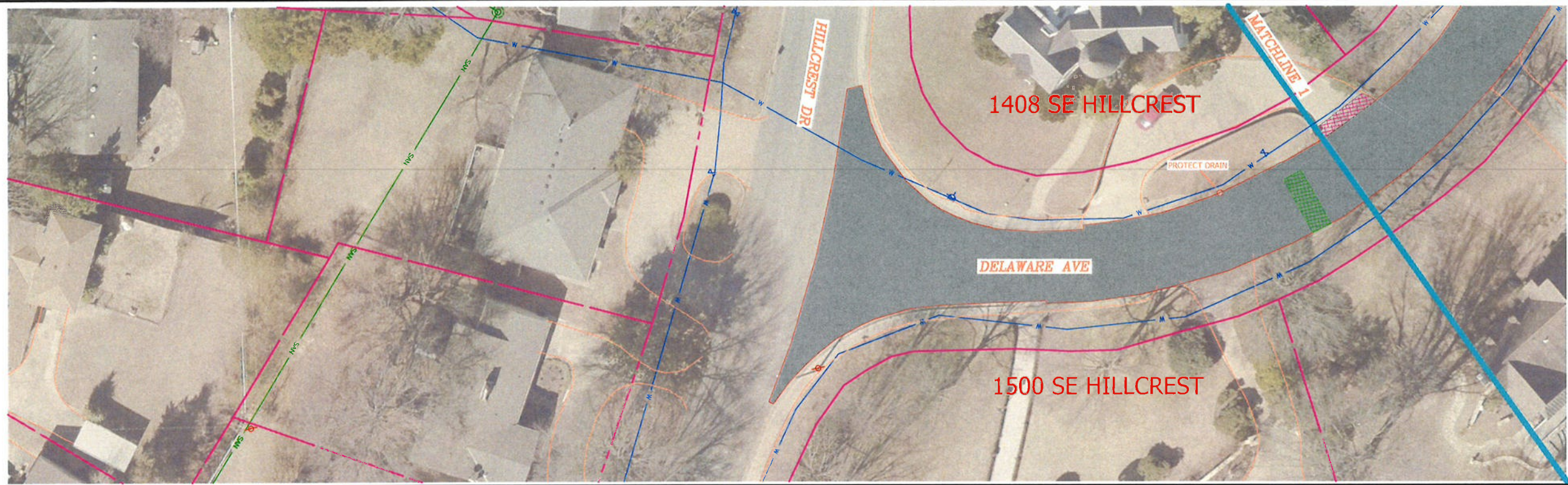
DELAWARE



CLEAR CREEK LOOP

Drawing Name: G:\PROJECTS\2023\056_Delaware Asphalt Mill and Overlay (5th to Hillcrest)\CAD\2023056_Delaware Asphalt Mill and Overlay.dwg, Layout Name: Project Layout Maps, Plotted on: 6/26/2023 1:28:42 PM

	#	DATE	DESCRIPTION	BY	DESIGNED BY: <u>SDR</u>	PROJECT: ASPHALT MILL AND OVERLAY DELAWARE AVENUE (5TH TO HILLCREST) & CLEAR CREEK	PROJECT LAYOUT MAPS	PROJECT NUMBER	DATE	SHEET
					DRAWN BY: <u>AKL</u> CHECKED BY: <u>SDR</u>			2021056	06/2023	4



Drawing Name: C:\PROJECTS\2021056 - Delaware Asphalt Mill and Overlay (5th to Hillcrest)\CAD\2021056 - Delaware Asphalt_Mill to Hillcrest_Layout_Plan (1 of 5).Plotted By: AKL/EVAN Plotted on: 6/26/2023 1:29:12 PM

PROPERTY LINE	STORM JUNCTION BOX	AREA STORM INLET	6" HIGH-EARLY STRENGTH (HES) CONCRETE DRIVE APPROACH	REPLACE CONCRETE CURB AND GUTTER	ADA RAMP	SIDEWALK
STORM DRAIN LINE	FIRE HYDRANT	CURB & GRATE STORM INLET	2" ASPHALT MILL & 2" ASPHALT OVERLAY	NEW TRENCH DRAIN	7" FULL DEPTH CONCRETE PATCH AND RAILROAD REMOVAL	FULL DEPTH ASPHALT PATCH
WATER LINE	WATER VALVE	SIGN	EXISTING CONCRETE PATCH (MILL)	7" FULL DEPTH CONCRETE PATCH	CONCRETE VALLEY GUTTER	TRAFFIC STRIPE (WHITE)
SANITARY SEWER LINE	SANITARY SEWER MANHOLE	WATER METER				



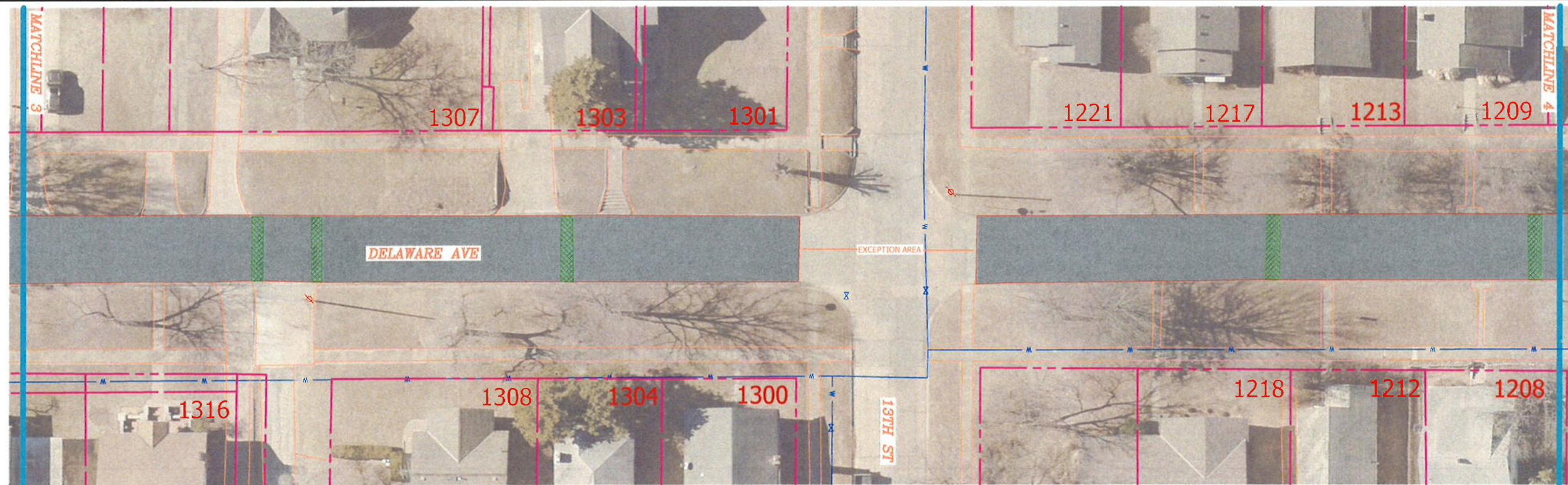
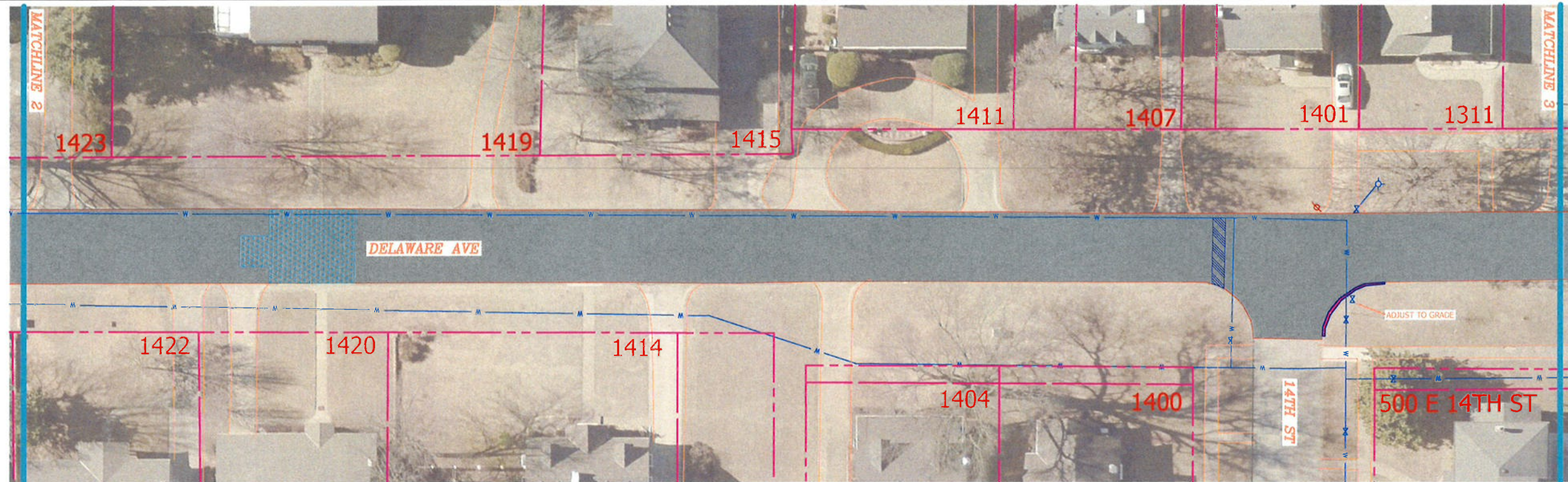
#	DATE	DESCRIPTION	BY

DESIGNED BY: SDR
 DRAWN BY: AKL
 CHECKED BY: SDR

PROJECT:
 ASPHALT MILL & OVERLAY
 DELAWARE AVENUE (5TH TO HILLCREST) & CLEAR CREEK

**DELAWARE AVE PAVEMENT PLAN
 (1 OF 5)**

PROJECT NUMBER	DATE	SHEET
2021056	06/2023	5



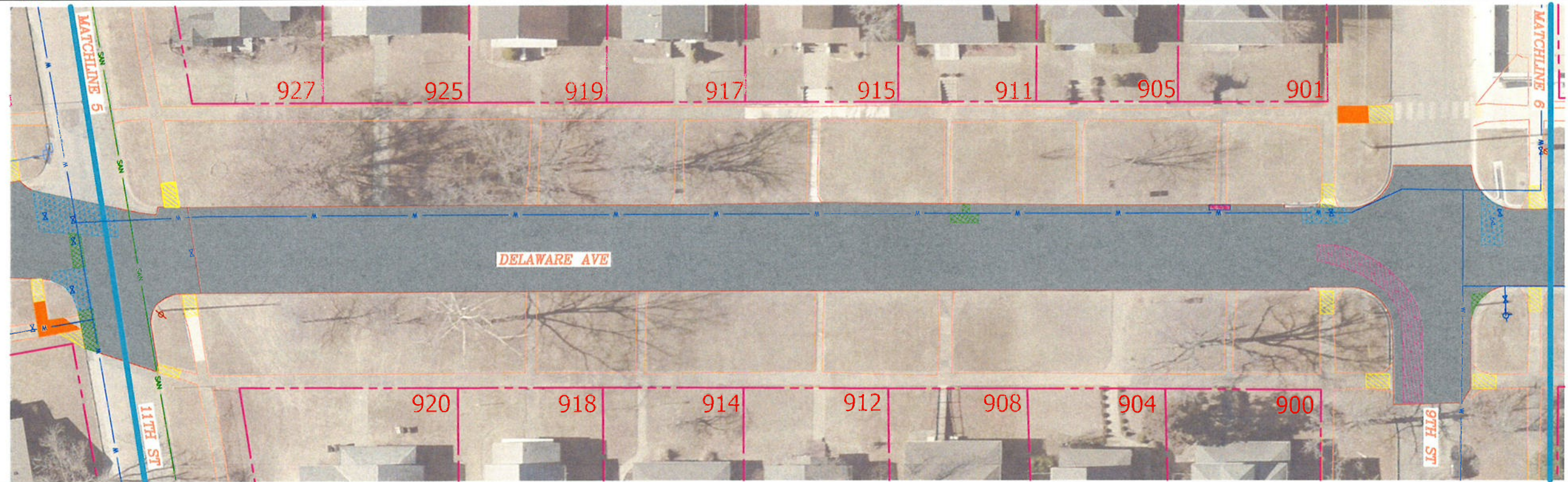
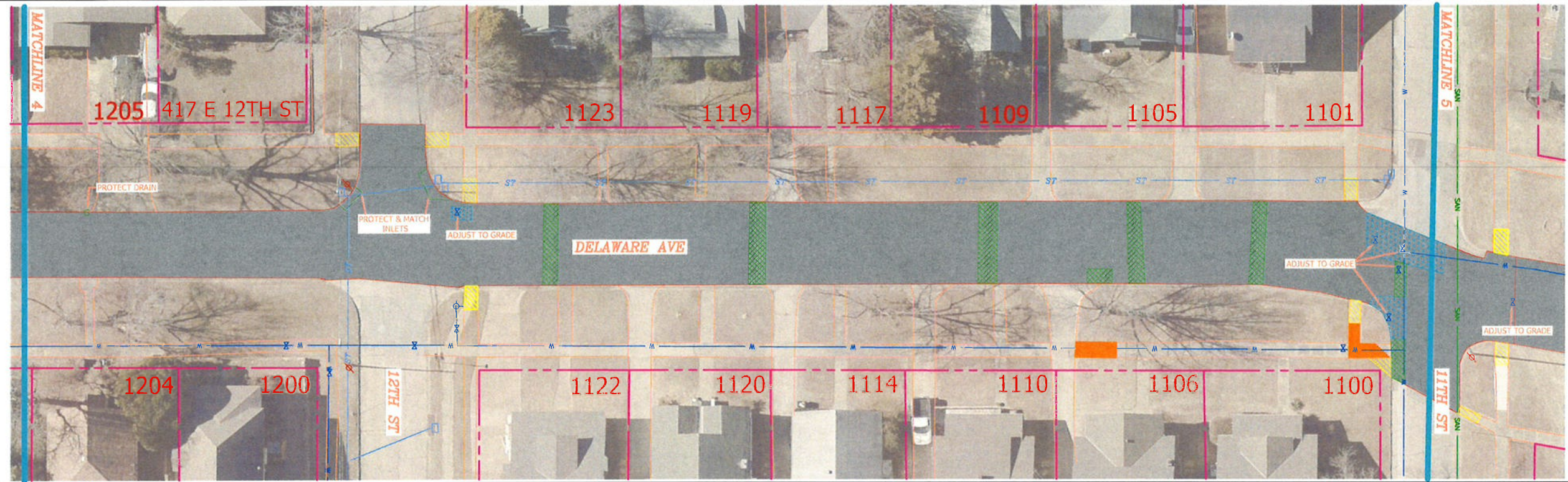
- | | | | | | | |
|---------------------|------------------------|--------------------------|------------------------------------------------------|----------------------------------|---------------------------------------------------|--------------------------|
| PROPERTY LINE | STORM JUNCTION BOX | AREA STORM INLET | 6" HIGH-EARLY STRENGTH (HES) CONCRETE DRIVE APPROACH | REPLACE CONCRETE CURB AND GUTTER | ADA RAMP | SIDEWALK |
| STORM DRAIN LINE | FIRE HYDRANT | CURB & GRATE STORM INLET | 2" ASPHALT MILL & 2" ASPHALT OVERLAY | NEW TRENCH DRAIN | 7" FULL DEPTH CONCRETE PATCH AND RAILROAD REMOVAL | FULL DEPTH ASPHALT PATCH |
| WATER LINE | WATER VALVE | SIGN | EXISTING CONCRETE PATCH (MILL) | 7" FULL DEPTH CONCRETE PATCH | CONCRETE VALLEY GUTTER | TRAFFIC STRIPE (WHITE) |
| SANITARY SEWER LINE | SANITARY SEWER MANHOLE | WATER METER | | | | |



Drawing Name: C:\projects\2021056_Delaware Asphalt Mill and Overlay (2 of 5) - Hillcrest\2021056_Delaware Asphalt Mill and Overlay (2 of 5) - Hillcrest - received.dwg, Layout Name: Delaware Plan (2 of 5) Plotted By: JAC/DP/MLK Plotted on: 6/26/2023 1:29:35 PM

#	DATE	DESCRIPTION	BY
			SDR
			AKL
			SDR

PROJECT NUMBER	DATE	SHEET
2021056	06/2023	6



Drawing Name: C:\PROJECTS\2021056 - Delaware Asphalt Mill and Overlay (5th to Hillcrest)\CAD\2021056 - Delaware Asphalt - 5th to Hillcrest.dwg, Layout Name: Delaware Plan (3 of 5) Plotted By: ARLEIGHMAN Plotted on: 6/16/2023 1:20:28 PM

	PROPERTY LINE		STORM JUNCTION BOX		AREA STORM INLET		6" HIGH-EARLY STRENGTH (HES) CONCRETE DRIVE APPROACH		REPLACE CONCRETE CURB AND GUTTER		ADA RAMP		SIDEWALK
	STORM DRAIN LINE		FIRE HYDRANT		CURB & GRATE STORM INLET		2" ASPHALT MILL & 2" ASPHALT OVERLAY		NEW TRENCH DRAIN		7" FULL DEPTH CONCRETE PATCH AND RAILROAD REMOVAL		FULL DEPTH ASPHALT PATCH
	WATER LINE		WATER VALVE		SIGN		EXISTING CONCRETE PATCH (MILL)		7" FULL DEPTH CONCRETE PATCH		CONCRETE VALLEY GUTTER		TRAFFIC STRIPE (WHITE)
	SANITARY SEWER LINE		SANITARY SEWER MANHOLE		WATER METER								

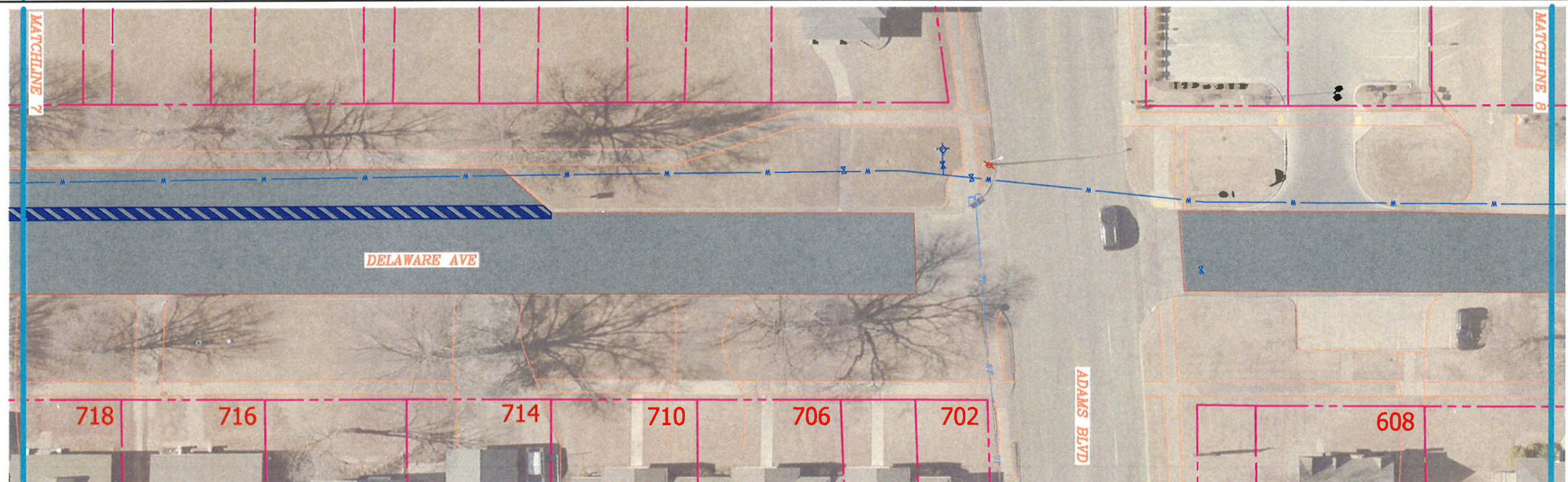


#	DATE	DESCRIPTION	BY

DESIGNED BY: <u>AKL</u>	PROJECT: ASPHALT MILL & OVERLAY
CHECKED BY: <u>SDR</u>	DELAWARE AVENUE (5TH TO HILLCREST) & CLEAR CREEK

DELAWARE PAVEMENT PLAN
(3 OF 5)

PROJECT NUMBER	DATE	SHEET
2021056	06/2023	7



- | | | | | | | |
|---------------------|------------------------|--------------------------|------------------------------------------------------|----------------------------------|---------------------------------------------------|--------------------------|
| PROPERTY LINE | STORM JUNCTION BOX | AREA STORM INLET | 6" HIGH EARLY STRENGTH (HES) CONCRETE DRIVE APPROACH | REPLACE CONCRETE CURB AND GUTTER | ADA RAMP | SIDEWALK |
| STORM DRAIN LINE | FIRE HYDRANT | CURB & GRATE STORM INLET | 2" ASPHALT MILL & 2" ASPHALT OVERLAY | NEW TRENCH DRAIN | 7" FULL DEPTH CONCRETE PATCH AND RAILROAD REMOVAL | FULL DEPTH ASPHALT PATCH |
| WATER LINE | WATER VALVE | SIGN | EXISTING CONCRETE PATCH (MILL) | 7" FULL DEPTH CONCRETE PATCH | CONCRETE VALLEY GUTTER | TRAFFIC STRIPE (WHITE) |
| SANITARY SEWER LINE | SANITARY SEWER MANHOLE | WATER METER | | | | |



Drawing Name: G:\PROJECTS\2021056 - Delaware Asphalt Mill and Overlay (5th to Hillcrest)\CAD\2021056 - Delaware Asphalt_Mill to Hillcrest_recover000.dwg Layout Name: Delaware Plan (4 of 5) Plotted By: ANLETHMAN Plotted on: 6/26/2023 1:20:34 PM

city of bartlesville
ENGINEERING SERVICES

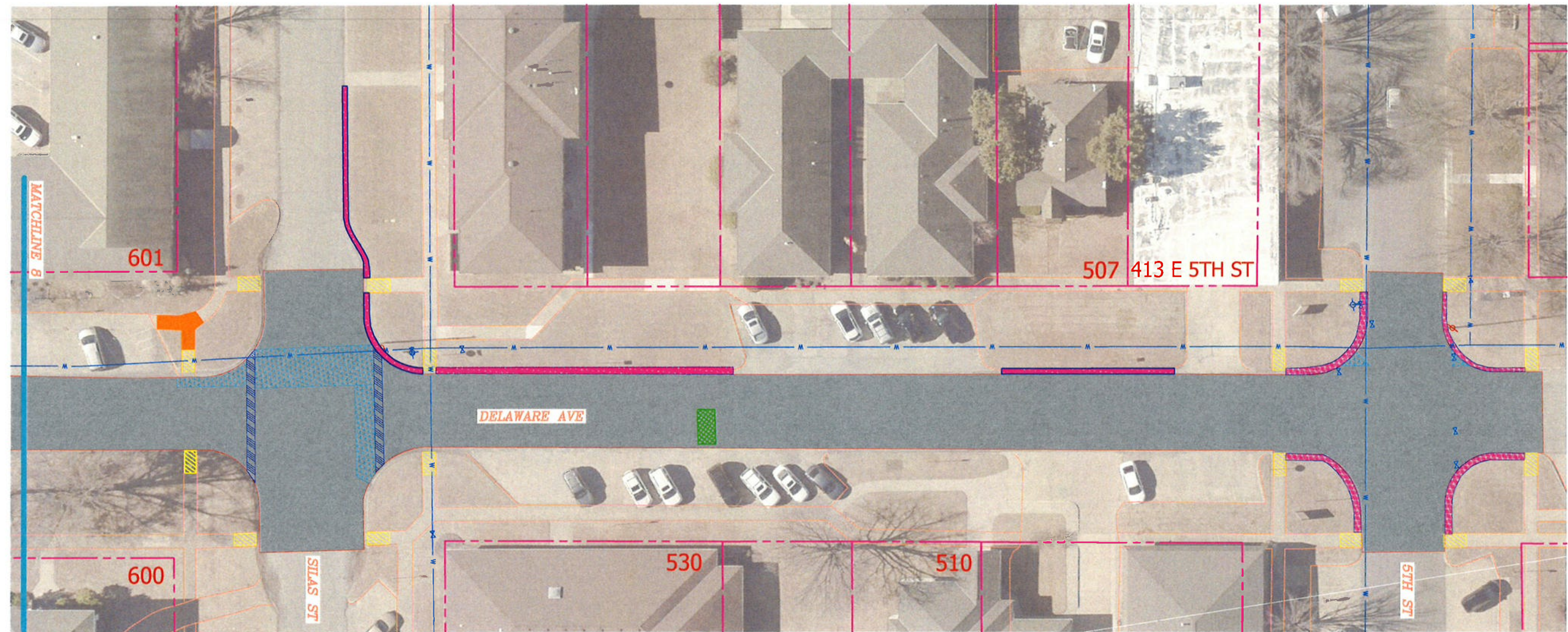
#	DATE	DESCRIPTION	BY

DESIGNED BY: SDR
 DRAWN BY: AKL
 CHECKED BY: SDR

PROJECT:
 ASPHALT MILL & OVERLAY
 DELAWARE AVENUE (5TH TO HILLCREST) & CLEAR CREEK

DELAWARE PAVEMENT PLAN
(4 OF 5)

PROJECT NUMBER	DATE	SHEET
2021056	06/2023	8



Drawing Name: G:\PROJECTS\2021056 - Delaware Asphalt Mill and Overlay (5th to Hillcrest)\CAD\2021056 Delaware Asphalt - 5th to Hillcrest.dwg Layout Name: Delaware Plan (5 of 5) Plotted By: AKL/SDR Plotted on: 6/26/2023 1:31:21 PM

- | | | | | | | |
|---------------------|------------------------|--------------------------|------------------------------------------------------|----------------------------------|---------------------------------------------------|--------------------------|
| PROPERTY LINE | STORM JUNCTION BOX | AREA STORM INLET | 6" HIGH EARLY STRENGTH (HES) CONCRETE DRIVE APPROACH | REPLACE CONCRETE CURB AND GUTTER | ADA RAMP | SIDEWALK |
| STORM DRAIN LINE | FIRE HYDRANT | CURB & GRATE STORM INLET | 2" ASPHALT MILL & 2" ASPHALT OVERLAY | NEW TRENCH DRAIN | 7" FULL DEPTH CONCRETE PATCH AND RAILROAD REMOVAL | FULL DEPTH ASPHALT PATCH |
| WATER LINE | WATER VALVE | SIGN | EXISTING CONCRETE PATCH (MILL) | 7" FULL DEPTH CONCRETE PATCH | CONCRETE VALLEY GUTTER | TRAFFIC STRIPE (WHITE) |
| SANITARY SEWER LINE | SANITARY SEWER MANHOLE | WATER METER | | | | |

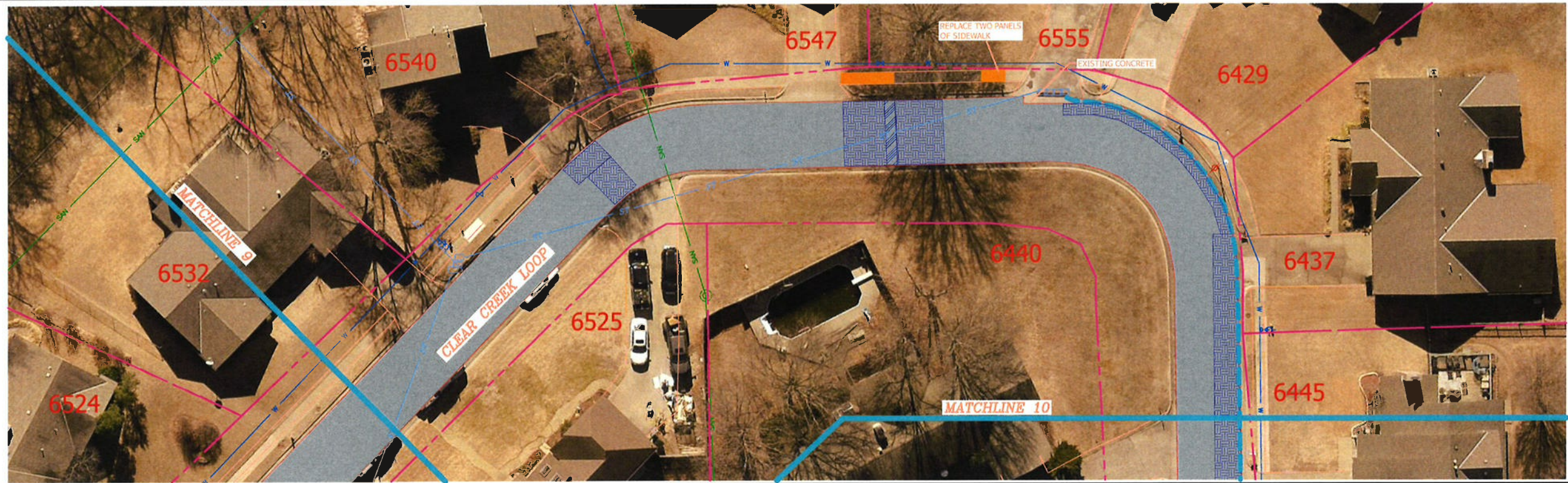
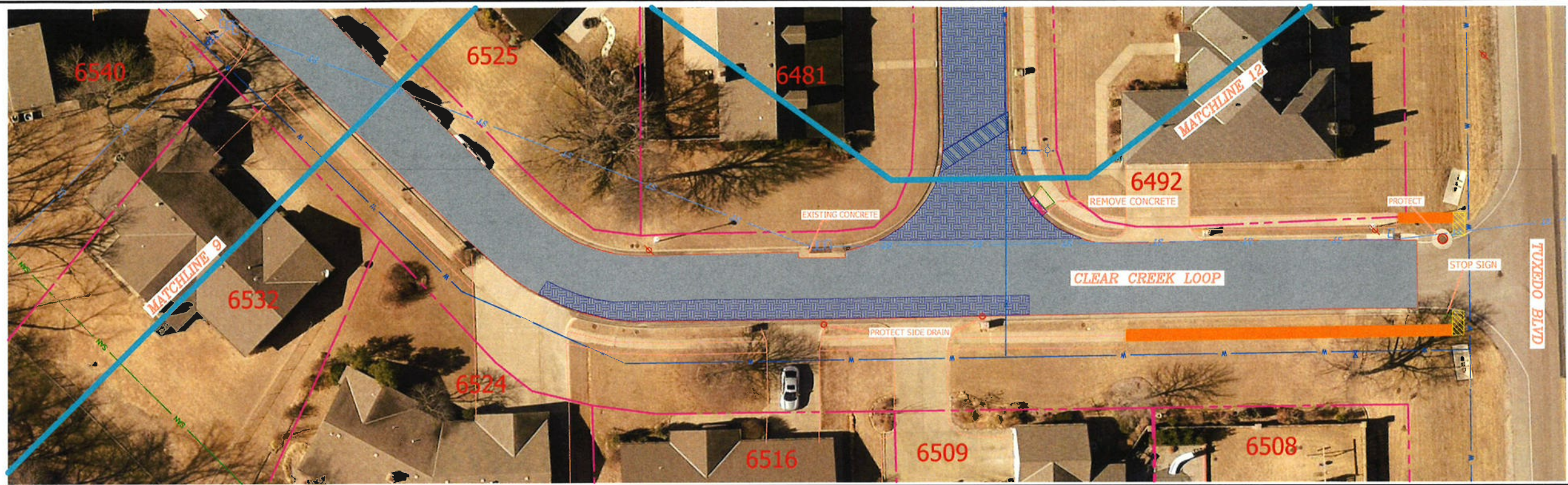


#	DATE	DESCRIPTION	BY

DESIGNED BY: SDR	PROJECT: ASPHALT MILL & OVERLAY DELAWARE AVENUE (5TH TO HILLCREST) & CLEAR CREEK
DRAWN BY: AKL	
CHECKED BY: SDR	

DELAWARE PAVEMENT PLAN
(5 OF 5)

PROJECT NUMBER	DATE	SHEET
2021056	06/2023	9



- | | | | | | | |
|-------------------------|------------------------|--------------------------|------------------------------------------------------|----------------------------------|---------------------------------------------------|--------------------------|
| PROPERTY LINE | STORM JUNCTION BOX | AREA STORM INLET | 6" HIGH EARLY STRENGTH (HES) CONCRETE DRIVE APPROACH | REPLACE CONCRETE CURB AND GUTTER | ADA RAMP | SIDEWALK |
| ST STORM DRAIN LINE | FIRE HYDRANT | CURB & GRATE STORM INLET | 2" ASPHALT MILL & 2" ASPHALT OVERLAY | NEW TRENCH DRAIN | 7" FULL DEPTH CONCRETE PATCH AND RAILROAD REMOVAL | FULL DEPTH ASPHALT PATCH |
| W WATER LINE | WATER VALVE | SIGN | EXISTING CONCRETE PATCH (MILL) | 7" FULL DEPTH CONCRETE PATCH | CONCRETE VALLEY GUTTER | TRAFFIC STRIPE (WHITE) |
| SAN SANITARY SEWER LINE | SANITARY SEWER MANHOLE | WATER METER | | | | |



Drawing Name: G:\PROJECTS\2021056_Delaware Asphalt Mill and Overlay (5th to Hillcrest)\CAD\2021056 Delaware Asphalt Mill and Overlay (5th to Hillcrest)\Layout\Clear Creek Plan (1 of 2).Pctified by AKL/MLN/MLN on 06/28/2023 1:11:46 PM

city of bartlesville CONNECTED / CREATIVE / VIBRANT ENGINEERING SERVICES	#	DATE	DESCRIPTION	BY	DESIGNED BY: <u>SDR</u> DRAWN BY: <u>AKL</u> CHECKED BY: <u>SDR</u>	PROJECT: ASPHALT MILL & OVERLAY DELAWARE AVENUE (5TH TO HILLCREST) & CLEAR CREEK	CLEAR CREEK PAVEMENT PLAN (1 OF 2)	PROJECT NUMBER	DATE	SHEET
								2021056	06/2023	10



	PROPERTY LINE		STORM JUNCTION BOX		AREA STORM INLET		6" HIGH-EARLY STRENGTH (HES) CONCRETE DRIVE APPROACH		REPLACE CONCRETE CURB AND GUTTER		ADA RAMP		SIDEWALK
	STORM DRAIN LINE		FIRE HYDRANT		CURB & GRATE STORM INLET		2" ASPHALT MILL & 2" ASPHALT OVERLAY		NEW TRENCH DRAIN		7" FULL DEPTH CONCRETE PATCH AND RAILROAD REMOVAL		FULL DEPTH ASPHALT PATCH
	WATER LINE		WATER VALVE		SIGN		EXISTING CONCRETE PATCH (MILL)		2" FULL DEPTH CONCRETE PATCH		CONCRETE VALLEY GUTTER		TRAFFIC STRIPE (WHITE)
	SANITARY SEWER LINE		SANITARY SEWER MANHOLE		WATER METER								



Drawing Name: G:\PROJECTS\2021056 - Delaware Asphalt Mill and Overlay (SD to Hillcrest)\CAD\001056 Delaware Asphalt Mill and Overlay (SD to Hillcrest) (received000.dwg) Layout Name: Clear Creek Plan (2 of 2) Plotted By: ALEKMAN Plotted on: 6/26/2023 1:32:14 PM

city of bartlesville
CONNECTED/CREATIVE/VIBRANT

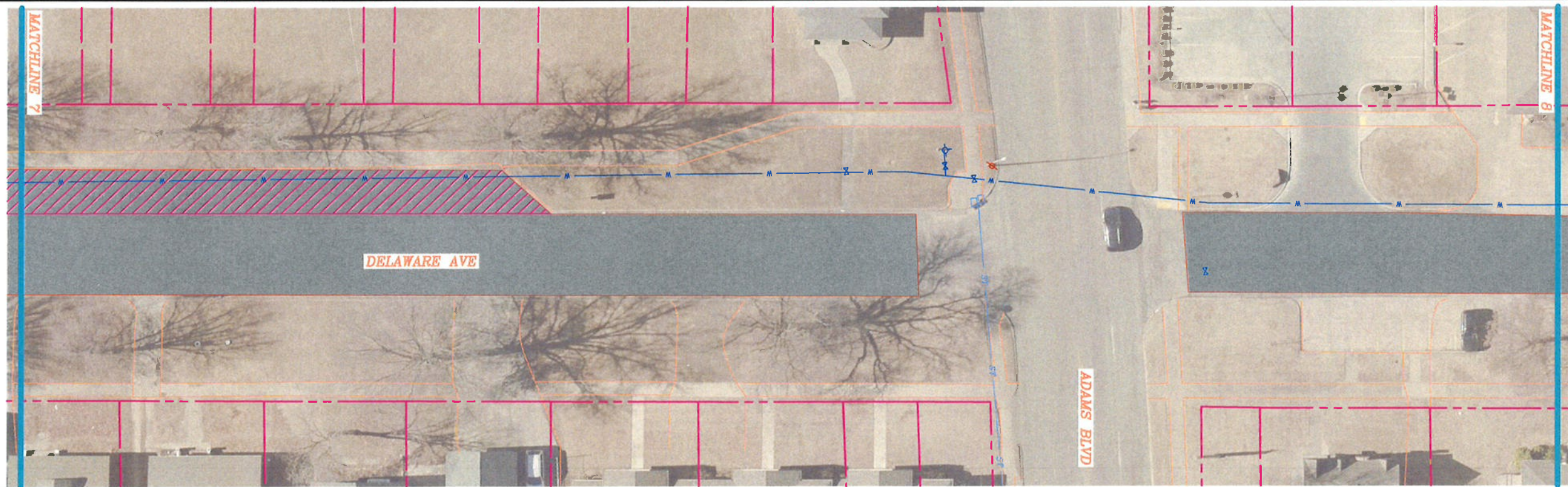
ENGINEERING SERVICES

#	DATE	DESCRIPTION	BY

DESIGNED BY: SDR	PROJECT: ASPHALT MILL & OVERLAY DELAWARE AVENUE (5TH TO HILLCREST) & CLEAR CREEK
DRAWN BY: AKL	
CHECKED BY: SDR	

CLEAR CREEK PAVEMENT PLAN
(2 OF 2)

PROJECT NUMBER	DATE	SHEET
2021056	06/2023	11



- | | | | | | | |
|---------------------|------------------------|--------------------------|------------------------------------------------------|----------------------------------|---------------------------------------------------|--------------------------|
| PROPERTY LINE | STORM JUNCTION BOX | AREA STORM INLET | 6" HIGH-EARLY STRENGTH (HES) CONCRETE DRIVE APPROACH | REPLACE CONCRETE CURB AND GUTTER | ADA RAMP | SIDEWALK |
| STORM DRAIN LINE | FIRE HYDRANT | CURB & GRATE STORM INLET | 2" ASPHALT MILL & 2" ASPHALT OVERLAY | NEW TRENCH DRAIN | 7" FULL DEPTH CONCRETE PATCH AND RAILROAD REMOVAL | FULL DEPTH ASPHALT PATCH |
| WATER LINE | WATER VALVE | SIGN | EXISTING CONCRETE PATCH (MILL) | 7" FULL DEPTH CONCRETE PATCH | CONCRETE VALLEY GUTTER | TRAFFIC STRIPE (WHITE) |
| SANITARY SEWER LINE | SANITARY SEWER MANHOLE | WATER METER | | | | |



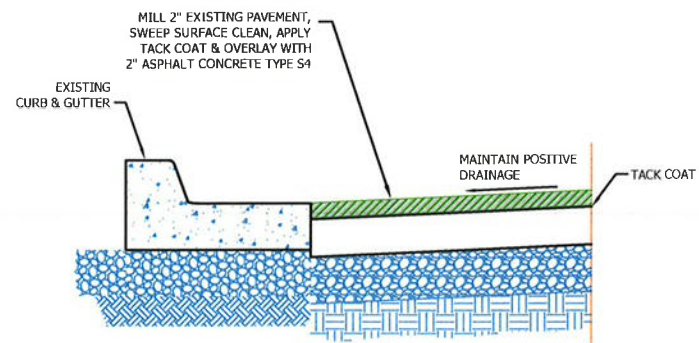
Drawing Name: C:\PROJETS\2023\202306\Delaware Asphalt Mill and Overlay (06) to Hillcrest\20230606 Delaware Asphalt Mill and Overlay.dwg; Layout Name: Striping Detail; User: SDR; Date: 06/23/2023 11:10:42 AM

#	DATE	DESCRIPTION	BY

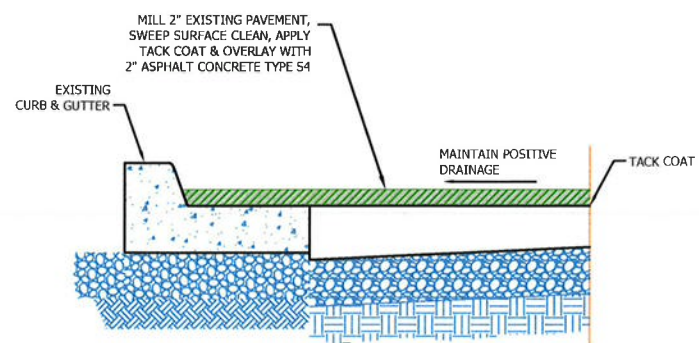
DESIGNED BY: SDR	PROJECT: ASPHALT MILL & OVERLAY
DRAWN BY: AKL	DELAWARE AVENUE (5TH TO HILLCREST) & CLEAR CREEK
CHECKED BY: SDR	

STRIPING DETAIL

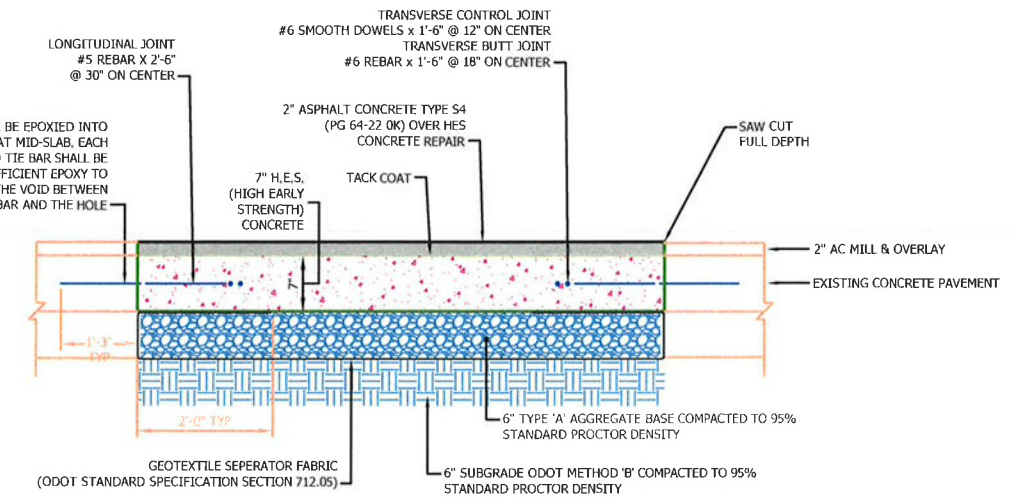
PROJECT NUMBER	DATE	SHEET
2021056	06/2023	12



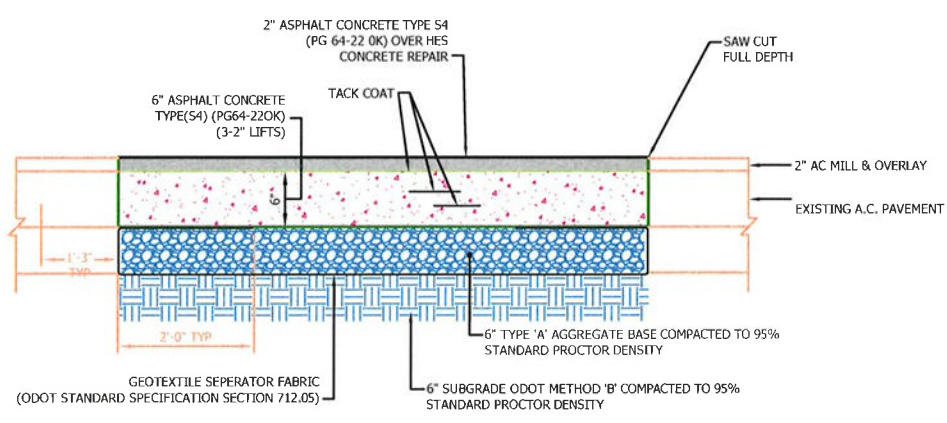
A 2" FULL MILL & OVERLAY DETAIL
NTS (EXISTING CONCRETE AND GUTTER EXPOSED)



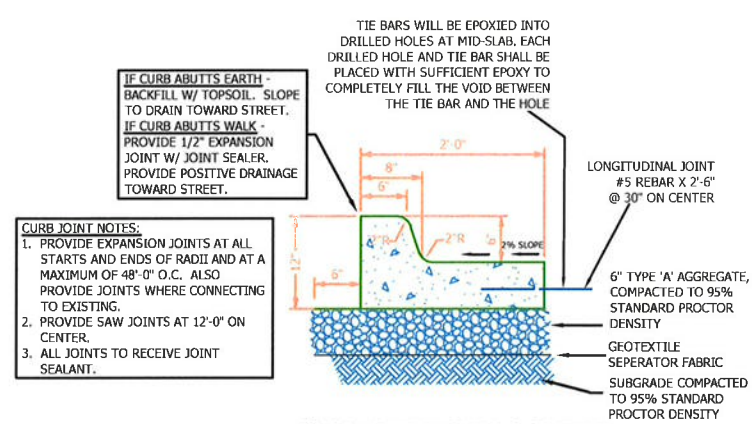
B 2" FULL MILL & OVERLAY DETAIL
NTS (EXISTING AC TO CURB)



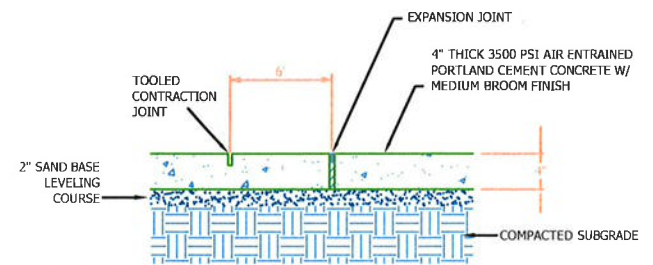
C FULL DEPTH P.C.C. PATCH
NTS



D FULL DEPTH ASPHALT CONCRETE PATCH
NTS

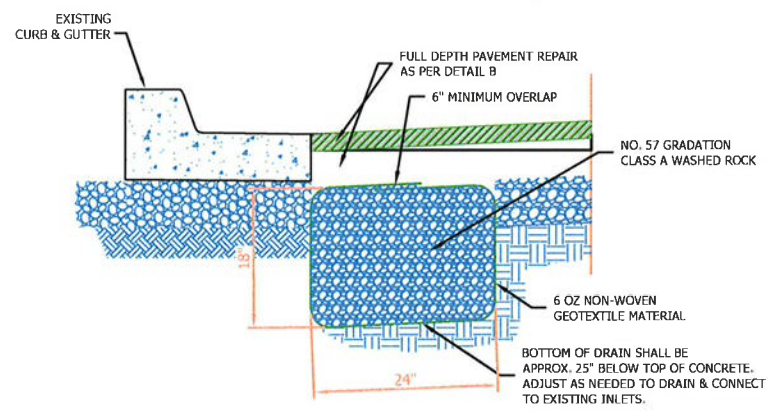


E 6" CONCRETE CURB & GUTTER
NTS



- SIDEWALK NOTES:**
1. PLACE EXPANSION JOINT BETWEEN ALL NEW SIDEWALKS AND EXISTING PAVEMENT, SIDEWALK, CURB AND GUTTER, AND BUILDING FACE. (MAXIMUM SPACING FOR TRANSVERSE EXPANSION JOINTS IS 30 FEET).
 2. 6" SUBGRADE COMPACTION EARTH: 95% STANDARD PROCTOR DENSITY WITH OPTIMAL MOISTURE (+0% TO +4%).
 3. WALK CROSS-SLOPE TO BE 2% (1/4" PER FOOT) TOWARD STREET.
 4. MAX 6' SPACING BETWEEN TOOLED CONTRACTION JOINTS (OR EXPANSION JOINTS) MIN DEPTH OF TOOLED JOIN IS 610.04A(2)
 5. 30' MAX SPACING BETWEEN EXPANSION JOINTS.
 6. EXPANSION JOINTS SHALL BE 1/2" THICK ASPHALT EXPANSION JOINT OR ENGINEER APPROVED EQUAL. TOP OF EXPANSION JOINTS SHALL BE WITHIN 1/4", BUT NO HIGHER THAN, THE SURFACE OF THE CONCRETE.

F 4" CONCRETE SIDEWALK
NTS



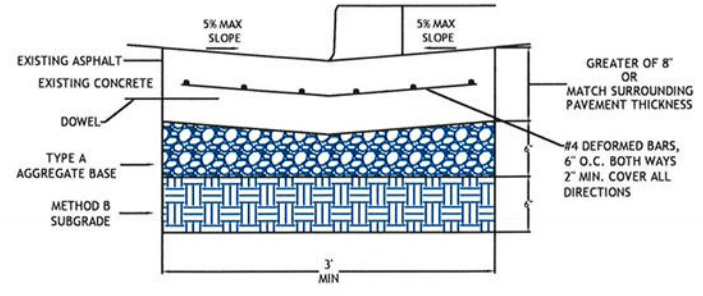
G TRENCH DRAIN DETAIL
NTS

- CURB JOINT NOTES:**
1. PROVIDE EXPANSION JOINTS AT ALL STARTS AND ENDS OF RADI AND AT A MAXIMUM OF 48'-0" O.C. ALSO PROVIDE JOINTS WHERE CONNECTING TO EXISTING.
 2. PROVIDE SAW JOINTS AT 12'-0" ON CENTER.
 3. ALL JOINTS TO RECEIVE JOINT SEALANT.

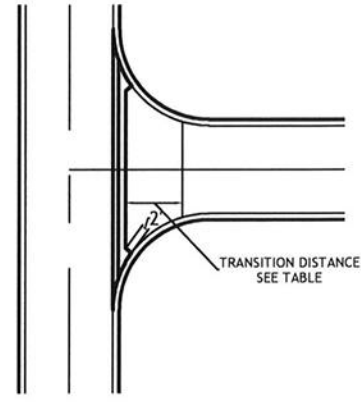
IF CURB ABUTTS EARTH - BACKFILL W/ TOPSOIL. SLOPE TO DRAIN TOWARD STREET.
IF CURB ABUTTS WALK - PROVIDE 1/2" EXPANSION JOINT W/ JOINT SEALER. PROVIDE POSITIVE DRAINAGE TOWARD STREET.

Drawing Name: G:\PROJECTS\2021056_Delaware Asphalt Mill and Overlay (5th to Hillcrest)\CAD\2021056_Delaware Asphalt_Sm to Hillcrest.dwg, Layout Name: Paving Details (1 of 2) Plotted By: AKL/PM/ML Printed on: 06/20/2023 1:33:00 PM

city of bartlesville ENGINEERING SERVICES	#	DATE	DESCRIPTION	BY	DESIGNED BY: SDR	PROJECT: ASPHALT MILL & OVERLAY DELAWARE AVENUE (5TH TO HILLCREST) & CLEAR CREEK	PAVING DETAILS (1 OF 2)	PROJECT NUMBER	DATE	SHEET
					DRAWN BY: AKL CHECKED BY: SDR			2021056	06/2023	13

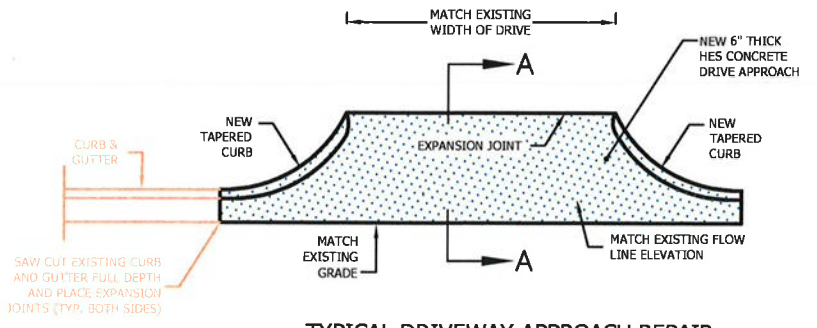


- Notes:
1. CONCRETE SHALL BE 4,000 PSI (ODOT CLASS AA).
 2. EXPANSION JOINTS REQUIRED AT INTERSECTION WITH CURB AND GUTTER. CONCRETE FINISH SHALL MATCH ODOT.
 3. SURFACE OF VALLEY GUTTER SHALL BE 0.125" +/- 0.125" BELOW SURFACE OF ADJACENT PAVEMENTS, EXCLUDING DOWNSTREAM TIE TO CURB AND GUTTER. DOWNSTREAM END OF VALLEY GUTTER SHALL BE 0.125" +/- 0.125" ABOVE SURFACE OF RECEIVING CURB AND GUTTER.
 4. PLACE SMOOTH DOWELS IN ACCORDANCE WITH COT STANDARD 725, TYPE I APC PATCH, NOT-ARTERIAL AND ALLEYS IN AREAS WITH ADJACENT PAVEMENT HAVING PCC WITH 6" MINIMUM THICKNESS.

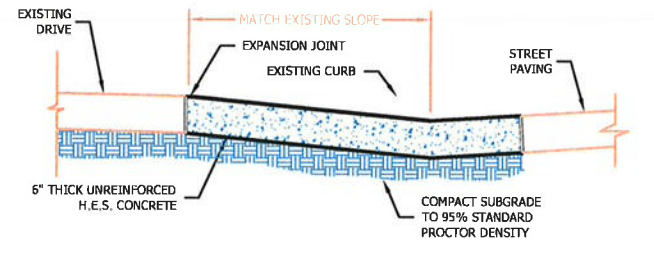


TRANSITION TABLE	
CROWN OF ROADWAY (IN)	TRANSITION DISTANCE (FT)
1	6
2	12
3	18
4	24
5	30
6	36

H VALLEY GUTTER
NTS



I TYPICAL DRIVEWAY APPROACH REPAIR
NTS



J TYPICAL DRIVEWAY APPROACH SECTION A-A
NTS

Drawing Name: G:\PROJECTS\2021056_Delaware Asphalt Mill and Overlay (5th to Hillcrest)\CAD\2021056_Delaware Asphalt_Mill to Hillcrest_received00.dwg, Layout Name: Paving Details (2 of 2) Plotted By: ANLEI\MAN Plotted on: 6/26/2023 1:33:19 PM

#	DATE	DESCRIPTION	BY

DESIGNED BY: 	PROJECT: ASPHALT MILL & OVERLAY DELAWARE AVENUE (5TH TO HILLCREST) & CLEAR CREEK
DRAWN BY: AKL	
CHECKED BY: SDR	

PROJECT NUMBER	DATE	SHEET
2021056	06/2023	14

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to approve the Collective Bargaining Agreement between the City of Bartlesville and International Association of Firefighters Local 200 (the “IAFF”) for Fiscal Year 2023-2024.

Attachments:

IAFF Collective Bargaining Agreement FY23-24

II. STAFF COMMENTS AND ANALYSIS

The staff has reached an agreement with the IAFF, which will last through June 30, 2024. The agreement is subject to Council approval. Major negotiated revisions to the proposed contract are as follows:

- Updated Pay Scale reflects a 7% increase for battalion chiefs and a 6% increase for all other ranks.
- Updates to emergency and minimum-manning call-back provision which satisfies long standing IAFF concerns.

Except as above set forth, the contract contains largely the same provisions as the 2022-2023 and previous contracts. All members of the City staff who were involved in this contract negotiation recommend approval of the above contract.

III. RECOMMENDED ACTION

Staff recommends approval and execution of collective bargaining agreement with the IAFF.

AN AGREEMENT

BETWEEN

THE CITY OF BARTLESVILLE, OKLAHOMA,

A Municipal Corporation

and

BARTLESVILLE PROFESSIONAL FIRE FIGHTERS

Local 200, Bargaining Agent

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

Fiscal Years

2023 – 2024

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE OF AGREEMENT	1
ARTICLE 2 - UNIT COMPOSITION	1
ARTICLE 3 - AUTHORITY AND TERM	1
ARTICLE 4 - PROHIBITION OF STRIKES	2
ARTICLE 5 - MANAGEMENT RIGHTS AND RESPONSIBILITIES	3
ARTICLE 6 - PREVAILING RIGHTS	4
ARTICLE 7 - SUCCESSORS AND ASSIGNS	4
ARTICLE 8 - MUTUAL RESPONSIBILITY TO AVOID DISCRIMINATION	4
ARTICLE 9 - HOURS AND TIME EXCHANGE	5
ARTICLE 10 - AVERAGE DUTY DAY	6
ARTICLE 11 - DRIVER'S LICENSE	6
ARTICLE 12 - DISCIPLINE	7
ARTICLE 13 - GRIEVANCE PROCEDURE	10
ARTICLE 14 - PERSONNEL FILES	13
ARTICLE 15 - JOINT SAFETY AND HEALTH COMMITTEE	14
ARTICLE 16 - SENIORITY	15
ARTICLE 17 - BULLETIN BOARDS	15
ARTICLE 18 - PERSONNEL REDUCTION	16
ARTICLE 19 - UNION BUSINESS	16
ARTICLE 20 - WORKING OUT OF CLASSIFICATION	17
ARTICLE 21 - PROMOTIONS	18
ARTICLE 22 - PROVISIONS	23
ARTICLE 23 - LEAVES	23

ARTICLE 24 - UNIFORMS	28
ARTICLE 25 - INSURANCE	28
ARTICLE 26 - PAYROLL DEDUCTIONS	31
ARTICLE 27 - REGULAR AND SPECIAL MEETINGS	32
ARTICLE 28 - WAGES AND LONGEVITY PAY	32
ARTICLE 29 - EMPLOYEE PERFORMANCE EVALUATIONS	33
ARTICLE 30 - MANAGEMENT - UNION COMMITTEE	34
ARTICLE 31 - JOB ASSIGNMENTS	34
ARTICLE 32 - SUBSTANCE ABUSE POLICY	35
ARTICLE 33 - PREPARATION AND DISTRIBUTION OF CONTRACT	35
ARTICLE 34 - MISCELLANEOUS	36
ARTICLE 35 - REPLACEMENT OF PERSONAL PROPERTY	38
ARTICLE 36 - OKLAHOMA STATE FIREFIGHTERS ASSOCIATION	38
ARTICLE 37 - EDUCATIONAL ASSISTANCE	38
ARTICLE 38 - CATASTROPHIC TIME SHARING	38
ARTICLE 39 - SAVINGS CLAUSE	40
APPENDIX A - PAY SCALE	
APPENDIX B - LONGEVITY SCHEDULE	
APPENDIX C – TRAINING OFFICER	
APPENDIX F – BATTALION CHIEF	
APPENDIX G - FIRE MARSHAL	

ARTICLE 1

PURPOSE OF AGREEMENT

It is the intent and purpose of this Agreement, entered into by and between the CITY OF BARTLESVILLE, OKLAHOMA, hereinafter referred to as City or Employer, and LOCAL 200, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter referred to as Union, to achieve and maintain harmonious relations between the parties hereto and to provide for the equitable and orderly adjustment of grievances which may arise during the term of this Agreement.

ARTICLE 2

UNIT COMPOSITION

Employer recognizes the Union as the exclusive bargaining agent for those employees of the Fire Department defined by law as members of the Union, except:

- (A) Fire Chief.
- (B) One designated administrative assistant.

ARTICLE 3

AUTHORITY AND TERM

Section 1. The Employer and the Union have, by these presents, reduced to writing the Collective Bargaining Agreement resulting from negotiations entered into by Employer and Union.

Section 2. This Agreement shall be effective as of the 1st day of July 2023, and shall remain in full force and effect until the 30th day of June 2024, in accordance with the provisions of the Fire and Police Arbitration Act.

Section 3. Whenever wages, rates of pay or any other matters requiring appropriations of monies by the Employer are included as a matter of collective bargaining, it shall be the obligation of the Union to serve written notice of request for collective bargaining on the Employer at least one hundred twenty (120) days prior to June 30th of each year, the last day on which monies can be appropriated by the Employer to cover an Agreement period which is the subject of the collective bargaining procedure.

Section 4. It shall be the obligation of the Employer and the Union to meet at a reasonable time and confer in good faith with representatives of the Union and the Employer ten (10)

days after receipt of written notice from the Union or the Employer requesting a meeting for purposes of collective bargaining.

Section 5. In the event the Union and the Employer are unable, within thirty (30) days from and including the date of the first meeting, to reach an agreement, any and all unresolved issues, as defined by statute, may be submitted to arbitration on the request of either party.

Section 6. During the term of this Agreement, it shall be the obligation of the Employer and the Union to meet within ten (10) days after notice had been filed by either party, to negotiate any amendments, addendum or changes which do not require the appropriation of monies. It is understood that the arbitration process shall not apply to the lack of agreement to modify the existing contract.

ARTICLE 4

PROHIBITION OF STRIKES

Section 1. During the term of this Agreement, the Union agrees to a prohibition of any job action, i.e., strike, sympathy strike, secondary boycott, work slowdowns, sit-downs, concerted stoppage of work, concerted refusal to perform overtime or emergency overtime or cover minimum manning requirements, mass absenteeism, or any other intentional interruption or disruption of the operations of the Fire Department and the City of Bartlesville. In addition, the Union agrees not to petition its affiliate, AFL - CIO, for legal sanction to strike during the term of this Agreement. The Union shall not be in breach of agreement where the acts or actions heretofore enumerated are not caused or authorized by the union. Union shall not aid or assist any person or parties engaging in the prohibitive conduct, by giving direction or guidance to such activities and conduct.

Section 2. Upon notification confirmed in writing by Employer to Union that certain of its members are engaging in a wildcat strike, Union shall immediately, in writing, order such member(s) to return to work at once and provide the Employer with a copy of such an order, and a responsible official of Union shall publicly order them to return to work. Such characterization of the strike by Employer shall not establish the nature of the strike. Such notification by Union shall not constitute an admission by it that a wildcat strike is in progress or has taken place, or that any particular member is or has engaged in a wildcat strike. The notification shall be made solely on the representations of Employer. In the event that a wildcat strike occurs, Union agrees to take all responsible effective and affirmative action to secure the members' return to work as promptly as possible.

Section 3. The Employer and the Union agree that unfair labor practices as defined in the Firefighters' and Policemen's Arbitration Act shall constitute unfair labor practices for the purpose of this Agreement. It is understood that statutory unfair labor practices are not subject to the contract arbitration procedure.

ARTICLE 5

MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1. Union recognizes the prerogative of Employer to operate and manage its affairs in all respects and in accordance with its responsibilities, and the power or authority which the Employer has not officially abridged, delegated, granted or modified by this Agreement, are retained by the Employer, and all rights, powers and authority the Employer had prior to the signing of this Agreement are retained by the Employer and remain exclusively without limitation within the rights of the Employer.

Section 2. Except as may be limited herein, the Employer retains the rights in accordance with the Constitution, the laws of the State of Oklahoma, and the Charter of the municipality and responsibilities and duties contained in the laws of the State of Oklahoma and the ordinances and regulations promulgated thereunder:

- A. To determine Fire Department Policy including the rights to manage the affairs of the Fire Department in all respects, except as stated above;
- B. To assign working hours, including overtime;
- C. To direct the members of the Fire Department, including the right to terminate, suspend or discipline any fire fighter for just cause; and the right to hire, promote or to transfer any fire fighter within the department;
- D. To determine the table of organization of the Fire Department, including the right to organize and reorganize the Fire Department and the determination of job classifications and ranks based upon duties assigned;
- E. To determine the safety, health and property protection measures for the Fire Department;
- F. To allocate and assign work to fire fighters within the Fire Department;
- G. To be the sole judge of the qualifications of applicants and training of new employees;
- H. To schedule the operations and to determine the number and duration of hours of assigned duty per week;
- I. To establish and enforce Fire Department rules, regulations and orders;
- J. To introduce new, improved or different methods and techniques of operations

- of the Fire Department or change existing methods or techniques;
- K. To determine the amount of supervision necessary;
 - L. To control the departmental budget;
 - M. To take whatever actions may be necessary to carry out the mission of the Employer in situations of emergency.

ARTICLE 6

PREVAILING RIGHTS

All rules, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the operation and administration of the Bartlesville Fire Department currently in effect for and with respect to the members of said Fire Department on the effective date of this Agreement, which are not included in this Agreement, shall remain in full force and effect, unchanged and unaffected in any manner unless and except as modified or changed by the specific terms of this Agreement.

ARTICLE 7

SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the successors and assignees of the parties hereto during the term of this Agreement; and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger or annexation, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership or management of either party hereto, or by any change geographically of place of business of either party hereto.

ARTICLE 8

MUTUAL RESPONSIBILITY TO AVOID DISCRIMINATION

Section 1. Nothing in this Agreement shall be interpreted as diminishing the obligation of both parties to undertake affirmative action to ensure that applicants or employees are treated without regard to race, color, religion, sex, marital status, national origin, ancestry, disability, age, status of Union membership or political affiliation, except where a bona fide occupational qualification exists. Each party is obligated to take positive action in affording equal employment, training and promotional opportunities to all members, as required by Title VII of the Civil Rights Act of 1964, as amended and/or other applicable

laws.

Section 2. In the event that any portion of this Agreement unintentionally conflicts with the Employer's capability to be in compliance with said laws, the Equal Employment Opportunity Commission (EEOC) Guidelines will be overriding to that portion of the Agreement.

ARTICLE 9

HOURS AND TIME EXCHANGE

Section 1. Shift employees shall work a schedule of twenty-four (24) hours on duty and forty-eight (48) hours off duty.

Section 2. Time of shift change will be 0800 for rank of Captain and below and 0730 for Battalion Chiefs and Training Officers.

Section 3. Employees shall have the privilege to exchange time, provided however, prior to the effective time of the exchange, the Battalion Chief of the shift affected will be notified of such change. All time exchange must be documented. Furthermore, the Employer understands that employees may compensate one another for exchange time privileges and this shall be so noted on the time exchange form.

Section 4. The forty (40) hour employees' work week shall be five days, eight (8) hours per day, forty (40) hours per week, Monday through Friday.

Section 5. Shift employees shall be paid time-and-a-half for all hours worked over 106 hours per fourteen (14) day period. In addition, for purposes of calculating overtime for bargaining unit employees, vacation, funeral leave, injury leave, and 72 hours of family sick (not applying to extended Family Leave) time off shall be considered as hours worked. Provided further, if general City employees are subsequently granted the benefit of having personal sick leave hours counted as hours worked for overtime purposes, then and in such event, employees covered by this Agreement shall receive the same benefit. In the case of a Training Officer, compensatory time off will be granted in accordance with general rules and regulations of the City of Bartlesville.

Section 6. All employees will be paid on an hourly basis in the fourteen (14) day pay period.

Section 7. Employees called back to work on an emergency basis shall be paid at a minimum of four (4) hours double time. Any time worked after the first four (4) hours on an emergency basis will be paid double time. This section shall not apply to minimum manning requirements.

Section 8. Employees who are hired back for minimum manning purposes shall be paid double time at their current hourly rate. If an employee is working up in rank, they will be paid double the rate of step 1 of the position being filled.

ARTICLE 10

AVERAGE DUTY DAY

Section 1. Shift exchange shall take place at 0800 hours.

Section 2. From 0800 hours to 1700 hours the following activities will take place:

- A. Station cleaning;
- B. Inspection and maintenance of equipment and station premises;
- C. Training.

Section 3. From 1700 to 0800 hours and all day on holidays shall be normally considered standby time. Provided however, the Fire Chief may require additional duties or training on any day if he, or the Deputy Fire Chief in the Fire Chief's absence, determines that it is appropriate to perform such additional duties or training. Provided further, such additional duties or training shall not be required more than two times per month per shift.

Section 4. No personal vehicles, tools, garden implements, recreational devices or motor craft, implements of husbandry, self-propelled devices of transportation or similar or like devices may be brought to the station and worked on Monday through Friday, 8:00 a.m. to 5:00 p.m.

ARTICLE 11

DRIVER'S LICENSE

Section 1. If an employee's driver's license is suspended, restricted or revoked for any length of time and a valid driver's license is required for the position assigned, the employee must inform his supervisor and the Fire Chief of this situation no later than the employee's next duty shift after notification from the State of Oklahoma Department of Public Safety or other appropriate agency. If an employee fails to do so, he may be subject to disciplinary action.

Section 2. Depending on the length and circumstances of the suspension, restriction or revocation, the employee may be demoted to the next lower position that does not require a valid driver's license. The employee will be placed in the previous position held when the driver's license is reinstated. If such a temporary demotion occurs, the next eligible member shall be temporarily promoted to fill the vacated position until the suspension or

revocation is vacated. The employee will be returned to his previous position with all rights and benefits restored when his driver's license is reinstated. Any employee who is temporarily demoted may still take the test for promotion to the next position above his former position.

Section 3. If an employee drives a City vehicle without a valid driver's license, he will be subject to harsh disciplinary action.

ARTICLE 12

DISCIPLINE

Section 1. This section on employee discipline describes general guidelines concerning discipline and termination decisions. Each case will be evaluated on an individual basis.

Section 2. All employee performance incidents will be documented with facts and dates of counseling sessions and disciplinary actions.

Section 3. Supervisors are required to have employees sign any disciplinary action form to acknowledge that it has been discussed with them. If the employee refuses to sign the form, it should be noted and initialed by the supervisor and a witness in the employee's presence.

Section 4. When it is necessary to discipline an employee, progressive disciplinary steps described below should be used. Following all the steps of progressive discipline is not mandatory when the conduct of the employee warrants more severe initial discipline beyond the normal step progression.

A. Informal Counseling

Most potential employee problems can be best addressed by day-to-day communication and feedback between an employee and his/her supervisor. Many potential problems (job performance, attendance, etc.) can be adequately addressed through proper counseling and guidance by the supervisor regarding reinforcement or explanation of City/Department rules, requirements or standards.

B. Oral Reprimand

Problems or potential problems regarding the employee's performance should be discussed with the employee. An oral reprimand shall be used to correct the problem and not to punish the employee. Specific steps or corrective action should be discussed and proper responsibility assigned to the employee for making the necessary corrections/adjustments in the areas discussed. The end result should be a positive change in the employee's behavior. The oral reprimand should be conducted in privacy and should promptly follow the incident in question. The supervisor should document the oral reprimand, have

the employee sign the documentation as an acknowledgment, and keep a copy of the documentation in the Department file on the employee.

C. Written Reprimand

Written reprimands shall be utilized in situations that merit such action, listing corrective action to be taken by the employee and describing improvement to be expected. A copy of the reprimand should be given to the employee, a copy should be placed in the employee's file in the Fire Department by the Fire Chief and a copy should be forwarded to the Personnel Director to be placed in the employee's personnel file. Each written reprimand shall include a recommendation by the supervisor(s) concerning a possible date for removal of the reprimand from the employee's file if the infraction is minor in nature. Depending on the type and/or frequency of occurrences, documentation involving minor disciplinary actions may be removed from personnel files following the process described in Article 14, Personnel Files, contained in this Agreement.

D. Notification of Disciplinary Action

Prior to suspending without pay, demoting or dismissing an employee, the Fire Chief must discuss the situation with the Personnel Director and/or the City Manager. It is essential that proper procedures be followed for these types of discipline. An employee must be advised of the charges against him/her, given an explanation of the evidence supporting the charges and notice of a hearing date, at which time the employee shall have an opportunity to respond. The employee must also be advised, if a disciplinary action is recommended after such a hearing, and that he/she has the right to appeal the action as provided for through the contract grievance procedure. The Fire Chief and the City Manager may elect to suspend an employee with pay or without pay pending the final outcome of an investigation and hearing. Provided however, if an employee is suspended without pay and if the final disciplinary decision determines that suspension without pay was inappropriate, then the employee shall receive all back pay and benefits that were suspended.

E. Suspension

In those cases where one or more written reprimands have not proven to be effective, or in those cases where the seriousness of the events or conditions warrant it, the Fire Chief may recommend to the City Manager that the employee be suspended with or without pay for such length of time as he/she considers appropriate, not to exceed thirty (30) calendar days. Pending the investigation or trial of any charge against the employee, the Fire Chief may recommend a longer suspension period to the City Manager.

F. Demotion

Demotion is a very severe step in the disciplinary process which may be utilized in

lieu of termination in some instances.

G. Dismissal

Dismissal is the final step in progressive discipline. Dismissal may result when no improvement has been made after previous steps of progressive discipline have been applied or because of the seriousness of the offense.

Section 5. Reasons for initiating appropriate disciplinary actions include, but are not limited to the following, and are subject to a just cause standard:

- a. Insubordination
- b. Discourteous behavior to the public or other employees
- c. Abuse of leaves, excessive absenteeism, or repeated tardiness
- d. Disregard for Departmental or City rules/regulations, including safety regulations
- e. Falsification of records or documents
- f. Willful misconduct
- g. Incompetence, inefficiency, or neglect of duty, including breach of confidentiality
- h. Discriminatory harassment
- i. Fighting at work
- j. Failure to report a suspended driver's license, if a license is required for the job
- k. Loss of or failure to obtain in a timely manner an appropriate license or certificate which is a necessary requirement for the job
- l. Misuse of City property or funds
- m. Unauthorized use, theft, defraud, or intentional destruction of the City's property, another employee's property, or a citizen's property
- n. Using City time/resources for personal gain
- o. Accepting bribes, gifts, or other concessions in return for special consideration
- p. Conviction of a felony or of a misdemeanor involving baseness, vileness or

depravity (moral turpitude)

- q. Absence without proper notice and/or authorization
- r. Use, sale, possession or being under the influence of alcohol or drugs during working hours. "Drugs" shall refer to any substance, legal or illegal, prescribed or non-prescribed which impairs an employee's ability to perform the normal job duties.
- s. Disgraceful conduct that discredits the City.
- t. Activity which has been determined to be incompatible with City employment.

Section 6. Because the City of Bartlesville does not interfere unnecessarily in the private affairs of its employees, care will be taken in citing an employee's off-duty misconduct as a cause of action. As in all disciplinary actions, there must be a nexus between the employee's conduct and the efficiency of the service, before "just cause" can exist.

ARTICLE 13

GRIEVANCE PROCEDURE

Section 1. The Union or any employee covered under this Agreement may file a grievance with the City in accordance with Section 3 hereof within twenty-five (25) calendar days of said occurrence (excluding legal holidays observed by the City), as hereinafter defined, and shall be afforded the full protection of this Agreement.

Section 2. The Union President, or his authorized representative, may report an impending grievance to the Fire Chief in an effort to forestall its occurrence.

Section 3. Any controversy between the Employer and the Union or any employee concerning the interpretation, enforcement or application of any provisions of this Agreement concerning any of the terms or conditions of employment contained in this Agreement shall be adjusted in the following manner:

A. The grievant shall notify the Union Grievance Committee and the Chief or his designee, of the filing of a grievance. Within ten (10) calendar days (excluding legal holidays observed by the City) the Union Grievance Committee shall determine, in their sole discretion and judgment, whether or not a grievance exists within the terms and conditions of this Agreement.

- (1) If the Union Grievance Committee finds a grievance does not exist, no further proceedings shall be necessary;

(2) If the Union Grievance Committee finds a grievance does exist, the procedure of Section 3.B shall apply;

B. If the Union Grievance Committee finds that a grievance does exist, the Committee shall submit in writing this grievance to the Fire Chief for adjustment. The written grievance must be submitted to the Fire Chief within twenty-five (25) calendar days (excluding legal holidays observed by the City) of the occurrence. In the event the Fire Chief is unavailable, the grievance may be submitted to the Deputy Fire Chief. In the event both the Fire Chief and the Deputy Fire Chief are unavailable, the grievance may be submitted to the Personnel Director for Employer. Upon receipt of the grievance, the Fire Chief, the Deputy Fire Chief or Personnel Director, as appropriate, shall sign a document indicating receipt of the grievance and indicating the time of receipt.

C. The Fire Chief or Deputy Fire Chief shall review the grievance and if he decides to sustain the grievance, he shall notify the Union Grievance Committee within seven (7) calendar days (excluding legal holidays observed by the City) of receipt of the grievance and the matter will be resolved. If the Fire Chief or Deputy Fire Chief denies the grievance, he shall forward it to the City Manager who shall make the final decision and forward his answer to the Union Grievance Committee within fourteen (14) calendar days (excluding legal holidays observed by the City) from the time the Fire Chief or Deputy Fire Chief received the grievance. A member of the Union Grievance Committee shall sign a document indicating the time of receipt of the City Manager's response.

D. The above sequence applies to an individual grievant. However, if the Bargaining Agent wishes to file a grievance on behalf of the Union, he shall go directly to Section 3.B.

E. The City Manager shall submit his answer in writing to the Fire Chief, and two copies to the Union Grievance Committee within fourteen (14) calendar days from the time he receives the grievance from the Fire Chief. If the City Manager's answer does not settle the grievance, then either party may, within sixty (60) days from the date the City Manager's response is delivered to the Union Grievance Committee, ask for arbitration. Any request for arbitration shall be in writing and in the case of a request by the Union for arbitration within said sixty (60) day period, the written request shall be delivered to and acknowledged by either the City Manager or his designee, the City Personnel Director or her designee, or by the City Attorney. In the event the City requests arbitration within said sixty (60) day period, the request for arbitration shall be in writing and shall be delivered to and acknowledged by an Officer of the Union. If arbitration is not requested within said sixty (60) days, then the grievance shall be considered dismissed.

1. Prior to the initiation of arbitration, either party or the parties jointly may notify the Federal Mediation and Conciliation Service to administer

grievance mediation in a good faith effort to resolve the grievance. If the grievance remains unresolved, it may be submitted to a grievance arbitrator for resolution by either party or jointly as the case may be.

2. Either party, or the parties jointly, may request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS).
3. Within seven (7) days from the receipt of such a panel, a representative of the Union and City shall confer and alternately strike names until one arbitrator remains who shall be selected as the impartial arbitrator. The city shall strike the first name from said list on odd number arbitration proceedings and the Union shall strike the first name from said list on even number arbitrations. If the selected impartial arbitrator is unsatisfactory to both parties or is unable or unwilling to serve, the parties shall jointly request a new list of seven (7) arbitrators. The striking of names will be on the same basis and within the same time limits as applied to the first list.
 - (1) If possible, hearings shall be held within twenty-five (25) days of notice to the arbitrator selected. However, the arbitrator shall then fix the time and place for the hearing, notice of which shall be given to the parties at least ten (10) calendar days in advance.
 - (2) There shall be no briefs except when requested by either party in connection with grievances concerning discipline or discharge.
 - (3) If a transcript of the proceedings is requested, the party so requesting it shall pay for it. If a transcript is requested jointly, it shall be paid for equally between the parties.
4. The arbitration hearing shall be informal and the rules of evidence prevailing in judicial proceedings shall not be binding. Any and all documentary evidence and other data deemed relevant by the arbitrator may be received in evidence. The arbitrator shall have the power to administer oaths and require by subpoena the attendance and testimony of witnesses, the production of books and other evidence relative or pertinent to the issues presented to him for determination.
5. Whenever possible, within sixty (60) days after the conclusion of the hearing, the arbitrator shall issue a written opinion containing findings and recommendations with respect to the issues presented. A copy of the opinion shall be mailed or otherwise delivered to the Union and the Employer.

6. The decision, findings and recommendations of the arbitrator shall be final and binding on the parties to this Agreement with respect to the interpretation, enforcement or application of the provisions of this Agreement. It is understood by the parties to this Agreement that the filing of a grievance under this Article, which has as its last step, final and binding arbitration, constitutes an election of remedies and a waiver of any and all rights of both parties, the Union and the Employer, to litigate or otherwise contest the last answer rendered through the grievance procedure in any court or other appeal forum.
7. The cost of the impartial arbitrator shall be shared between the Union and employer including the cost of obtaining the list of arbitrators from the FMCS.

Section 4. All time limits set forth in this Article may be extended by mutual consent, in writing, but if not so extended, must be strictly observed. If either party fails to pursue any grievance within the time limits provided, that party shall have no right to continue the grievance.

ARTICLE 14

PERSONNEL FILES

Section 1. It is agreed that all materials concerning investigations, complaints, reprimands, counseling sessions for violations of any rules, regulations or policies that might be considered detrimental to the employee's position, advancement or future with the Department that are to be placed in the employee's personnel file, that the Employer shall notify said employee of such action and that the employee be given proper opportunity to appeal such action before it becomes a part of his personnel file. Documentation signed by the employee is not subject to the notice requirements.

Section 2. A member shall be allowed to review his personnel file under appropriate supervision at any reasonable time.

Section 3. Personnel files will be reviewed by the Fire Chief with the assistance of the Personnel Director at least once every two (2) years if requested by the employee. Prior to the review, the employee shall be notified when such review is to take place and shall be allowed an opportunity to be present during the review. Depending on the type and/or frequency of occurrences, documentation involving minor disciplinary actions may be removed from personnel files during the review process. Each situation will be evaluated on a case by case basis. The Fire Chief will be the final authority on the decision as to whether or not to remove any such material.

ARTICLE 15

JOINT SAFETY AND HEALTH COMMITTEE

Section 1. The Employer and the Union agree to cooperate to the fullest extent in the promotion of safety and health on the Employer's premises and while carrying out the mission of the Employer. The Employer and the Union agree to establish a joint committee with equal representation, which shall be three (3) persons representing the Union and three (3) persons representing the Employer, with the chairperson alternating on a quarterly basis. The Battalion Chiefs and Training Officer, although represented by the Union, shall be recognized as appointed employer representatives for the purpose of these meetings. The Employer's representatives shall select the first quarterly chairperson and the Union's representatives shall select the second quarterly chairperson for the committee. The committee shall meet quarterly and at other times deemed appropriate by the chairperson of said committee or by a majority request of the committee as a whole. Five members must be present in order to constitute a quorum.

Section 2. The Joint Safety and Health Committee will have the joint authority to conduct on-site inspections of equipment, buildings and other areas related to the occupational environment of the bargaining unit. They shall also have the latitude to make studies of safety equipment and practices and to conduct investigations into health hazards that may be appropriate to protect the Employer's interest as it may relate to Worker's Compensation or other liability inherent to occupational diseases and injury and to protect the member's right to a safe employment environment. Union members of the committee may be excused from duty for the work of the committee, subject to prior approval of the Fire Chief or his designee.

Section 3. The Union and the Employer agree to make every effort to correct safety hazards or unsafe working conditions identified by the safety committee. It is understood that recommendations of the committee are not subject to the grievance procedure for this Agreement.

Section 4. Within thirty (30) calendar days of the conclusion of the Joint Safety and Health Committee meeting, the Fire Chief shall respond in writing to the Committee, informing the committee of the status or of his decision as it relates to the issues discussed. Both the Fire Chief and Union agree to submit to the other, in writing, at least ten (10) days before a meeting of the Joint Safety and Health Committee, a list of the issues to be discussed.

Section 5. The Joint Safety and Health Committee shall meet during the third week of the first month of each calendar quarter.

ARTICLE 16

SENIORITY

Section 1. Seniority shall mean the status attained by length of continuous service in classification, unless otherwise indicated in specific sections of this Agreement. It shall commence from the date on which the employee becomes a regular employee upon satisfactory completion of one (1) year probationary period, at which time seniority will be computed retroactively, according to the aforementioned provisions.

Section 2. Seniority shall be lost upon the occurrence of any of the following:

- A. Discharge, if not reversed;
- B. Resignation, if not reinstated to the previous position within 90 days;
- C. Unexcused failure to return to work upon the expiration of a formal leave of absence;
- D. Retirement;
- E. Laid off for a period in excess of 30 months.

Section 3. The Employer shall maintain a seniority list which shall contain the date of employment, name and job position.

ARTICLE 17

BULLETIN BOARDS

Section 1. The Employer agrees to furnish and maintain space for a suitable bulletin board directed for Union use and posting notices and Union correspondence at all stations.

Section 2. It is understood there shall be no material posted of a derogatory or inflammatory nature toward anyone, and for political endorsements or denouncements. It shall be the responsibility of the Union to maintain the material they post, to ensure prompt removal of outdated material and further ensure the posting of such material is limited only to the bulletin board. The Fire Chief or his designee shall be authorized to remove any material from the bulletin board which does not conform to the intent of this Article. Prior to removal of material by the Fire Chief or his designee, the Union will be notified of the posting of non-conforming material and request made of the Union to remove such material. Only the Fire Chief or his designee may remove material posted by Employer. It shall be the responsibility of the City to maintain the material they post

and insure the prompt removal of outdated material.

ARTICLE 18

PERSONNEL REDUCTION

Section 1. The employees with the least seniority in the Bartlesville Fire Department shall be laid off first, subject to a thirty (30) day notice to each employee of the Fire Department for the purpose of providing the opportunity for incumbent employees to exercise their pension options.

Section 2. Laid off employees will be placed on a recall list for thirty (30) months from the effective date of the layoff. Before hiring other applicants, those employees who were laid off will be contacted first in order of the employee with the most seniority through the employee with the least seniority, to determine if they wish to return to the employ of the Bartlesville Fire Department. Contact will be made by mailing a notice to the employee and the Union President at the address on file in the Personnel Office. It is the employee's responsibility to keep Personnel informed of his current address and telephone number. Each employee contacted will be given a forty-five (45) day period to notify the employer of his intentions. The forty-five (45) day time frame begins from the date of the mailing of the notice. If the employee fails to notify the employer within this forty-five (45) day period, he will relinquish all recall rights. If the employee does notify the employer of his intention to return to work, but fails to report to work on the agreed upon starting date, he will relinquish all recall rights.

Section 3. Leave time will not accrue during the period of layoff. However, previously accrued sick leave and seniority will be reinstated, if the laid off employee is recalled within thirty (30) months after the layoff. Vacation accrual rates and longevity rates will be the same as before the layoff.

ARTICLE 19

UNION BUSINESS

Section 1. Union Business. The Union is granted up to 336 hours off per calendar year with pay for the purposes of conducting Union business, with prior approval of the Fire Chief. The specific Union member who shall be allowed to take said time off with pay shall be determined by the Union Executive Board. Time off for Union business is intended for the benefit of I.A.F.F. Local 200 and cannot be used to assist any other I.A.F.F. local.

Section 2. Written request for Union business leave shall be forwarded to the Fire Chief at least five (5) days in advance for his approval.

Section 3. A Union member who is permitted to take off work for Union business may

sign the vacation roster if an opening is available, and in such event, the Union member shall not be responsible for providing "stand-in" personnel to be utilized in the event minimum manning requirements fall below the required Fire Department manning schedule. If there is no vacancy on the vacation roster, then the Union member who is granted time off with pay for Union business shall be responsible for "stand-in" personnel to be utilized in the event minimum manning requirements fall below the required Fire Department manning schedule.

Section 4. In the event the Union member is required to provide a "stand-in" under this Article and fails to do so, and an employee is required to be hired back on overtime to meet minimum manning requirements, the Union member shall have the time off deducted from his vacation time at the rate paid to the minimum manning employee hired back by the Employer if vacation time is available, and if not, then the amount the Employer is required to pay to the minimum manning employee shall be deducted from the Union member's pay in the current pay period.

Section 5. Stewards. Members of the bargaining unit shall be represented by one Steward and one alternate on each shift. Alternate Stewards shall serve in the absence of the regular Steward. Stewards may investigate any alleged or actual grievances in their assigned work area and may assist in preparation and presentation of grievances.

The Steward may be allowed reasonable time for the purpose of investigation during the normal work hours without loss of pay.

ARTICLE 20

WORKING OUT OF CLASSIFICATION

Section 1. Any member of the bargaining unit assigned to work in a higher classification for a minimum of one (1) hour shall be compensated at the hourly rate of pay shown for the first and lowest step of the higher classification to which the member is assigned, or 2½ % more, whichever is greater. The amount of compensation due shall be calculated from the time the assignment to the higher classification commenced.

Section 2. Firefighters with less than three (3) years' service and Captains and Drivers while still in their probationary period shall not work out of class. Firefighters, Drivers and Captains that have taken and passed their promotion test for the next hire rank shall be given the first opportunity to work out of class. Opportunity to work out of class shall be based on seniority upon those who have passed their respective promotional test. If there are no members on shift that have passed their promotional test for the next higher rank then the filling of that out of class position will be done by seniority.

Section 3. All hours of working out of classification accumulated by an employee on his regular shift, up to a maximum of 1440 hours, shall be applied to the probationary period

of the next rank upon an employee being promoted. This shall become effective the first pay period after July 1, 1996 and shall be calculated and recorded by payroll year.

ARTICLE 21

PROMOTIONS

Section 1. The Promotion System Review Committee shall be established during the period from July 1, 2022 to June 30, 2023, and shall consist of three (3) members of the Union and the Fire Chief and/or his designee(s). The committee shall meet at mutually convenient times and locations throughout the year.

Section 2. The purpose of the Promotion System Review Committee shall be to develop promotional and selection processes pertaining to each classification within the Bartlesville Fire Department with the exceptions of the Fire Chief and the Deputy Fire Chief. The committee shall consider eligibility for promotions, methods of fair and reasonable testing, selection criteria, experience and seniority required, the role of personnel evaluation and work history, the methods and weight given oral interviews, and any other factor considered relevant to the promotional system. The goal of this process is to develop a system which gives every qualified applicant an equal opportunity for any promotional step and to ensure that the best qualified person is selected.

Section 3. The driving record, while on duty, of each employee who is eligible for the promotional test for a position that requires operation of City vehicles will be reviewed. Applicants will not be considered for the position if an evaluation of their driving record, while on duty, reveals repeated moving violations, chargeable accidents, drug or alcohol related driving offenses, and/or other driving offenses deemed to be related to their ability to safely operate City vehicles.

If the records of the Oklahoma Department of Public Safety reveal that the applicant has committed off-duty driving offenses and accumulated five or more points, under the system operated by the Oklahoma Department of Public Safety, the applicant's driving record will be further reviewed jointly by the Fire Chief, Police Chief and Personnel Director, who will then make the decision whether the applicant will be eligible for promotion. Any such decision shall be subject to the grievance procedures set forth in this Agreement.

Section 4. A promotional test for the rank of equipment operator shall be made available to all firefighters upon completion of their second year of service and before the completion of their third year of service and a minimum of yearly thereafter. Firefighters who successfully complete the test shall be placed on a promotional list by seniority. The most senior person on the list when an equipment operator position becomes available shall be promoted. A promotional test for the rank of captain shall be made available to all equipment operators within six months of promotion and a minimum of yearly

thereafter. Equipment operators who successfully complete the test shall be placed on a promotional list by seniority. The most senior person on the list, when a captain position becomes available, shall be promoted. A promotional test for the rank of Battalion Chief shall be made available to all Captains within six (6) months of promotion and a minimum of yearly thereafter. Captains who successfully complete the test shall be placed on the promotional list starting with the high score after seniority points are added. When a Battalion Chief's position becomes available, the six (6) top scores after bonus points for seniority and test scores have been added will be scheduled for an oral interview and scenario test. After totaling the scores, the selection of the Battalion Chief will be chosen from the top 3 scores by the 5 members of the Testing and Selection Board. All such promotions hereunder shall be subject to the provisions of Article 21, Section 5 hereof. Should a firefighter, equipment operator or Captain fail their respective test, a re-test shall be made available in not less than thirty (30) days nor more than forty-five (45) days. In the event all employees on the promotional list are promoted, a new test will be given within ninety (90) days of the vacancy. The employee's salary increase will be effective as of the date of promotion.

Should an employee be unable or unavailable to take the Equipment Operator, Captain, Battalion Chief, Fire Marshal, Assistant Fire Marshal or Training Officer test on the scheduled testing date, due to extenuating circumstances, the employee will be given an alternate time to

participate. The promotion system review committee shall meet and determine whether or not the extenuating circumstance is valid.

Section 5. Any vacancy that occurs in the Fire Department shall be filled from the promotional list as soon as possible. Upon promotion, the person promoted will receive the pay provided at the bottom step of the new rank to which said person is promoted, or a 2½ % pay increase, whichever is greater. The parties shall meet and confer as to whether or not to fill vacancies before promotional exams are scheduled and/or given. However, the decision as to whether or not to fill the vacancy is solely that of the City.
Section 6.

A. Anything herein to the contrary notwithstanding, any vacancy in the positions of Training Officer or Fire Marshal, whether one or more, shall be filled in the following manner: Upon the determination by the City of a future vacancy in the position of Training Officer or Fire Marshal, and upon determination by the City that said position shall be filled, the Fire Chief shall then post a notice of such vacancy and all members of the Fire Department with 10 or more years of service shall be given twenty (20) calendar days from the date of the posting to sign a roster indicating that they would accept the position of Training Officer or Fire Marshal. The roster shall be kept in the office of the Fire Chief and only the person involved can add his name to the roster or remove his name therefrom. At the end of the twenty (20) calendar day sign-up period, the eligible members of the Fire Department who have signed

the roster will be eligible to participate in the promotion process.

B. The promotional process shall consist of 1, 2, and 3 below, with 1 being administered first, 2 second, and 3 third.

1. The written examination will consist of fire service and management questions. The written exam will be selected by the Fire Chief. The Fire Chief will post a bibliography of the materials that the written test will cover for study purposes. This bibliography will be posted for a minimum of ninety (90) calendar days prior to the posting of the sign-up roster referenced above. To qualify to proceed to the oral review board, a candidate must pass the written exam with a passing grade to be determined by the Fire Chief in advance of testing. Each candidate who passes the written test will be given credit for fifty (50) percent of his attained percentage test score.
2. Applicants who pass the written examination will be scheduled for an oral interview. The Fire Chief will develop the questions for the structured interview. Dimensions to be considered in the interview will be limited to, but may not necessarily include: decisiveness, flexibility, leadership, interpersonal skills, judgment, oral communication skill, impact, stress tolerance, problem analysis, improvement orientation, education/training, experience, and initiative/motivation.

The Oral Interview Board will consist of five members, four of whom will be selected by the Fire Chief. The four members selected by the Fire Chief shall consist of fire service professionals at or above the rank of Battalion Chief, personnel professionals, and/or appropriate community representatives. The fifth board member shall be a fire service professional at or above the rank of Battalion Chief selected by Local 200. Each member of the Interview Board shall independently grade each applicant at the conclusion of the interview. The five scores shall be averaged to arrive at the Interview Board score for each applicant. Each candidate who passes the interview will be given credit for fifty (50) percent of the Interview Board average percentage score.

3. To those scores of members of the Fire Department who have passed both the written test and oral interview, there will be added one (1) point for each year of continuous service with the Bartlesville Fire Department. Seniority shall be computed as of the closing date of the filing period.

C. When the testing process is completed, the Fire Chief will select the Training

Officer or Fire Marshal from those members that completed and passed all portions of the test. The Fire Chief may also review the personnel files of the candidates to help make his decision.

Section 7.

The promotional process for Battalion Chief shall consist of 1, 2, and 3 below, with 1 being administered first, 2 second and 3 third.

1. The written examination will consist of fire service and management questions. The written exam will be written by the Fire Chief and/or the Training Officer (T.O.). The Fire Chief will post a bibliography of the materials that the written test will cover for study purposes. This bibliography will be posted for a minimum of ninety (90) calendar days prior to testing. To qualify to proceed to the Testing and Selection Board, a candidate must pass the written exam with a passing score of no less than seventy five percent (75%).

Accumulative Point System:

Seniority counts for 1 point per year of service. Partial years will be 1/12th of a point for each completed month.

Written Exam-75% to pass. The following points will be awarded when the candidate passes the written test.

75%-79%=1pt

80%-84%=2pt

85%-89%=3pt

90%-94%=4pt

95%-100%=5pt

All Captains that have already taken the written test prior to July 1, 2016 will be grandfathered and awarded 2 points. If the Captain chooses to retest to obtain a higher score, the highest score obtained shall be used (but in no case shall he/she receive less than 2 points).

At any point in the promotional process where ties occur and cutoffs for top scores are made, ties shall be broken using the seniority list. For example: If six (6) candidates can advance, candidate 1, 2 and 3 by score will advance and the next 4 candidates are tied, contractually only 3 can advance. The 3 candidates who are the highest on the seniority list will advance.

2. The six (6) top scores after bonus points for seniority and test scores have

been added will be scheduled for an oral interview. This process will take place when a position becomes available. The Fire Chief and/or Training Officer (T.O.) will develop the questions for the structured interview. The dimensions to be measured through the interview will be limited to, but may not necessarily include: decisiveness, leadership, interpersonal skills, judgment, oral communication skill, impact, problem analysis, education/training and experience, and initiative/motivation. The Oral Interview Board shall consist of the Fire Chief or his designee, Deputy Chief, City Manager or his designee, and two (2) Union Designated Members, one of which must be a Battalion Chief. Each member of the Oral Interview Board shall independently grade each applicant at the conclusion of the Interview. The oral interview shall have 25 points possible and a scenario of a major incident shall have 25 points possible. One (1) to five (5) points from each board member. The five (5) scores shall be averaged to arrive at the interview board's score for each applicant. To pass the oral interview or the incident scenario, the candidate shall obtain a score of at least 75%.

3. When the testing process is completed, the Fire Chief will calculate a total score for each candidate. The Fire Chief will inform each candidate of his final score. After totaling the scores, the selection of the Battalion Chief will be chosen from the top 3 scores by the 5 members of the Testing and Selection Board.

Any person hereafter promoted to the position of Battalion Chief shall have either at the time of the promotion or within one (1) year thereafter, certification from Oklahoma State University that they have passed and obtained the following certification or equivalent certification accepted by Oklahoma State University Fire Service Training:

Fire Cause Determination and Investigation

Fire Service Instructor - Level I

In addition, persons holding the position of Battalion Chief must satisfactorily complete other training provided by or accepted through Oklahoma State University as determined by the Fire Chief.

(Seminars or other courses may include: hazardous material, inspection, building construction, sprinkler systems rescue [high angle, trench, water, extrication, and confined space] and other basic training recognized by Oklahoma State University.)

Such persons shall not be required to attend more than ten (10) days of such additional training described in this paragraph per calendar year.

The Fire Chief shall endeavor to make employees aware as far in advance as possible of scheduled training courses and in the event an employee cannot attend a scheduled course without substantial hardship, the Fire Chief may extend the deadlines above set forth to the date of the next available course. One member of the promotion committee from Local 200 may sit in and observe the written exam and the oral interview process.

Section 8.

Attached hereto are the minimum qualifications for Training Officers and job descriptions for Battalion Chiefs and Training Officers. These job descriptions as supplemented by the Training Officers Minimum Qualifications are incorporated herein and shall apply to current and future holders of the Battalion Chief and Training Officer positions.

Section 9. City agrees to provide study books listed as test material thirty (30) days prior to each testing date equal to the number of employees taking the test on a check-out basis. All checked out materials must be checked in prior to the test. Any failure to check in all material previously checked out will make that employee ineligible to take the test.

ARTICLE 22

PROVISIONS

Section 1. Employer shall buy coffee, tea, sugar, salt, pepper, toothpicks, creamer and hot chocolate on a monthly basis. Such purchase of staples shall be within the budget limits as provided in the approved City of Bartlesville budget for appropriate fiscal year, but shall not be less than Five Thousand Dollars (\$5,000) for each year.

ARTICLE 23

LEAVES

Section 1. Members of the bargaining unit shall receive vacation time as follows:

<u>Years of Service</u>	<u>Hours of Vacation Accrued per Year</u>
1 - 4	120
5 - 11	192
12 - 19	264
20 or more years	336

Section 2. Employees shall receive an additional 168 hours per year of vacation in lieu

of holidays starting January 1, 2019. These hours shall be picked in twenty-four (24) hour increments and shall be picked on the basis of continuous years of service with the Department.

Section 3. Vacation time is chosen by continuous years of service with the Department on five (5) separate rosters beginning with the 120 hour roster first, then each additional 72 hour roster in turn, ending with the 168 hour roster in lieu of holidays. The first 120 hour roster shall be picked on five consecutive shifts. All other vacation time may be picked on consecutive shifts or separately. Vacations will be scheduled by the calendar year. The Battalion Chief shall enter the date, time and his initials when the member was notified while on duty to pick his vacation. Once a member has been duly notified by the Battalion Chief, no one shall take more than 72 consecutive hours to choose his/her vacation. Failure to pick within the time period shall result in the individual being bypassed until such time as that individual makes his/her selection. Each roster shall be dated and the time noted as it is filled out. No more than four (4) fire fighters may be scheduled off per 24 hour shift for vacation or holidays except a maximum of five (5) fire fighters may be allowed to take a full shift or partial shift of not less than 4 hours as long as the additional person taking off does not result in a hire back situation and must be applied for between 07:00 and 07:30 of the day involved. If someone has requested a full shift of vacation, it will have first consideration. Partial shift vacations shall not be allowed if the partial shift vacation causes overtime regardless of the number of fire fighters scheduled for vacation. When an employee is placed on administrative leave for purposes of schooling or training and it is anticipated that the person will be on said administrative leave for a period in excess of 10 days, then their name shall not be counted on the vacation and holiday roster for purposing of determining how many additional firefighters may take off on those days.

Members of the Bargaining Unit who are normally scheduled to work a 40 hour work week shall receive vacation and holiday pay at the same rate as civilian city employees receive.

Section 4. Sick leave for Fire Department shift employees shall accumulate at the rate of twelve (12) hours per month, with no limit on accumulation. Employees on a forty (40) hour work week shall accumulate sick leave at the rate of one (1) eight (8) hour day per month. Accrued sick leave can be used for an employee's personal illness, for an employee's medical or dental appointments, or for family leave purposes beyond the annual amount available as described in the next paragraph. Employees must use all available paid leave (sick leave and vacation) before the employee would be eligible for a leave without pay for sick leave purposes. If an employee prefers to take a leave without pay rather than use paid leave time, such request will be reviewed on a case by case basis by the Fire Chief.

Section 5. Fire Department shift employees may be granted up to 72 hours off without loss of pay per year for family leave. Employees on a forty (40) hour work week may be granted up to 32 hours off for family leave per year. When approved by the Fire Chief,

family leave may be used for family members residing with the employee when the circumstances require the personal care and attention of the employee or when a serious illness affects family members outside the employee's residence, or for other situations which are deemed appropriate. A request to use family leave must be given to the Battalion Chief or Captain in case of a Battalion Chief's absence. Such leave will be charged against available family leave hours that are established at the beginning of each calendar year for each employee. If extenuating circumstances exist, the Fire Chief may approve family leave in excess of the maximum stated above which will be charged in the following order: An employee's sick leave accumulation, vacation, and leave without pay.

Section 6. The Fire Chief may require a treating health care provider's written statement at any time the Fire Chief has reason to believe that personal sick leave or family leave is being abused. In such event, the Fire Chief shall put his reasons in writing and shall

deliver a copy to the person involved and the Union President. The Fire Chief shall require a written statement from the treating health care provider before approving sick leave with pay of more than forty-eight (48) consecutive hours per occurrence.

Section 7. Full-time or part-time employees who are regularly scheduled to work at least thirty (30) hours per week are eligible for extended sick leave or family leave as stipulated in the following paragraphs. Each leave request will be evaluated on an individual basis. The City of Bartlesville will comply with all provisions contained in the Family and Medical Leave Act requiring an employer to provide up to twelve (12) weeks of unpaid leave for particular circumstances in each twelve (12) month period. In this regard, the twelve (12) month period referenced in the Act to be used by the City of Bartlesville will be a rolling 12 month period. Employees will be required to substitute appropriate paid leave that is available for unpaid leave time, unless an exception is granted as described in Section 4 above. Where a definition of a term is required, the definition in the Family and Medical Leave Act and the related regulations shall be used. Where this Labor Agreement provides greater benefits for employees, these provisions will supersede those contained in the Family and Medical Leave Act.

- A. Extended sick leave or family leave may be granted when an employee is unable to work due to a serious health condition, extended illness, off-the-job injury or other temporary disability; for the birth of an employee's child and to care for the newborn; for placement with the employee of a child for adoption or foster care; to care for an immediate family member (spouse, child or parent) with a serious health condition; or for other situations which are deemed appropriate. If such leave is approved, employees must use all available paid leave such as sick leave, family leave (whichever is appropriate for the particular situation), vacation and holidays for extended leave purposes before a leave without pay will be

granted, unless an exception is granted as described in Section 4 above.

- B. Extended sick leave or family leave shall not constitute a break in service, but paid leave time will not accrue while on leave without pay.
- C. A written statement from the treating health care provider or other appropriate source may be required by the Fire Chief in support of the initial request for extended sick leave or family leave and as a condition of an employee's continued leave eligibility. A written statement from the treating health care provider releasing an employee to return to work after extended sick leave will be required.
- D. In maternity cases, the expectant mother must provide a written statement from the health care provider indicating the expected delivery date, when her leave is anticipated to begin and her expected return to work date.

It is anticipated that an expectant father will request to take some time off for the birth of his child. This would be an acceptable use of family leave. Requests for time off beyond the annual maximum available per calendar year stated in Section 5 above for family leave purposes that could be charged to the father's available personal sick leave must be accompanied by a written statement from the treating health care provider stating that he is needed to care for his wife and/or child. If such a written statement is not obtained from the treating health care provider, the father may request to use vacation, holiday, or leave without pay in accordance with the applicable provisions in this Labor Agreement or department policies.

A husband and wife who are both employed by the City of Bartlesville will only be permitted to take a maximum of a combined total of twelve (12) weeks of

leave for the birth of a child, regardless of whether the time taken off is charged to any available paid leave time or leave without pay.

- E. An employee who has requested or who is on extended sick leave due to a serious health condition of his own may be required to be examined by a physician designated by the City of Bartlesville, at the City's expense.

The Fire Chief may require an employee on extended sick leave or family leave to report periodically on the employee's status and intent to return to work.

- F. When an extended sick leave or family leave is granted, the duties of the employee's position will be covered by following the out of classification

provisions contained in this Labor Agreement. On return from extended sick leave or family leave, an employee is entitled to be returned to the same position held when leave commenced or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

- G. Any employee who performs work for another employer while on extended sick leave or family leave shall be subject to dismissal. In most cases, this provision also applies to employees who are self-employed and/or perform work in their homes. Exceptions must be reviewed and approved by the Fire Chief and the City Manager.

Section 8. Fire Department shift employees may be granted up to forty-eight (48) hours off for funeral leave per occurrence. Employees on a forty (40) hour work week may be granted up to twenty-four (24) hours off for funeral leave per occurrence. Such leave shall be allowed for an employee to attend the funeral of, make funeral arrangements for or perform other related activities involving an immediate family member, defined as spouse, children, parents, grandparents, grandchildren, brother and sister (all to include step, half, and foster relationships). Funeral leave may also be used by an employee for situations involving his or her spouse's immediate family members as defined above. Such leave must be approved by the Fire Chief and is not charged against any leave accumulation. Funeral leave can be taken in half hour increments. An employee may request to use vacation leave to attend other funerals.

Section 9. Employees who have used not more than thirty (30) hours of personal sick leave during an anniversary year will be entitled to a \$250.00 bonus. Employees who have used not more than sixty (60) hours of personal sick leave during an anniversary year will be entitled to a \$125.00 bonus. The bonus amount will be included in the eligible employee's first paycheck following their anniversary date.

Section 10. An employee who leaves the City employ for any reason other than retirement shall not be compensated for any accumulated sick leave. Upon direct retirement from the City of Bartlesville, an employee will receive compensation for 10% of his/her accumulated sick leave hours up to a maximum of 2880 hours ($2880 \times 10\% = 288$) at the employee's current rate of pay. Provided, however, before an employee qualifies for the above benefit, said employee must have a minimum of 876 hours of accumulated sick leave at the time of retirement.

Section 11. Shift employees are authorized to carry over to the next calendar year up to 120 hours of unused vacation time. Such carryover vacation shall be picked after the normal vacation rosters are completed. Such carryover vacation may be one of the four (4) employees who are allowed off or may be the fifth employee allowed off as long as such does not result in a hire back situation. Employees on a 40-hour work week may

carryover vacation as outlined in the City of Bartlesville Personnel Rules and Regulations Document as of July 1, 2018.

Section 12. Veterans shall receive 24 hours of military leave each year. To be eligible for the military leave, the veteran must furnish to the payroll clerk a copy of their DD214. This military leave for veterans shall not be picked over any vacation that is outlined in the Contract.

ARTICLE 24

UNIFORMS

Section 1. A uniform allowance of Seven Hundred Seventy-Five Dollars (\$775.00) shall be provided by the Employer for each of the fiscal years covered by this Agreement to all uniformed Fire Department personnel, including newly hired uniformed Fire Department personnel, for purchasing and maintenance of shirts, pants, socks, shoes, belts, coat badges, insignia and jackets. All personal safety equipment such as helmets, protective hoods, bunk-out coats, bunk-out pants, suspenders, leather bunk-out boots, leather gloves, wild land firefighting suits and EMS gloves are provided by the Employer. In this connection, it is agreed that all members of the bargaining unit shall purchase uniforms conforming to the dress code that has been agreed to by both parties.

Section 2. Clothing allowance checks shall be issued no later than twenty-five (25) days after the start of the fiscal year. Provided however, if an agreement is not approved by both parties by July 1, then the checks will be issued within twenty-five (25) days of the approval of the new agreement by all parties.

Section 3. The \$775.00 payment set forth in Section 1 accrues at the rate of \$64.58 per month. In the event the employment of an employee ceases during the contract term, said employee shall only be entitled to a pro-rata share of said \$775.00. If the employee has received the full \$775.00 prior to ceasing employment, he must return to Employer the pro-rata share and Employer is authorized to withhold said pro-rata share from said employee's last paycheck. Provided further, said pro-ration of the \$775.00 sum shall not be invoked in the event of a retirement due to disability.

ARTICLE 25

INSURANCE

Section 1. Purpose. It is the responsibility of the Union to provide group health and life insurance benefits to all eligible members of the Bartlesville Fire Department. For

purposes of Article 25 only, "all eligible members of the Bartlesville Fire Department" is interpreted to include all members of the Fire Department including probationary employees, but excluding the Deputy Chief and Chief. It is further understood that any eligible member of the Fire Department who does not enroll in the Union Insurance plan upon becoming eligible, or any member who drops the Union insurance and wishes to re-enroll at a later date, shall be subject to the requirements of the providers of the Union's insurance plan. It is further understood and agreed that although the Union is required to provide group health and life insurance benefits hereunder, that Union does not represent any probationary employees, the Fire Chief, or his designated representative.

Section 2. Employer Contributions to Insurance Fund. The City agrees to contribute to the Union Insurance Fund on a monthly basis for each employee covered by the Union Insurance Fund. Employees have the ability to elect or decline coverage and to select different coverage tiers for dental and medical coverage. The City contribution will be based on the actual coverage elected. The following contributions were effective from January 1, 2023, thru December 31, 2023.

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

New rates will be established effective January 1, 2024, and the contributions by the City will be adjusted to reflect the new rates. The new rates will be calculated in the same manner as the existing rates and will be set forth in a Memorandum of Understanding. If the Employer cancels its medical insurance program for general City employees during the term of this Agreement, Employer agrees to continue paying to the Union Insurance Fund the same amounts it was paying prior to the cancellation.

Section 3. Liability for Benefits. It is distinctly understood and agreed that the City's only obligation is to pay the cost of the group insurance as described in Section 2 and in all matters with respect to coverage, payments or benefits and the amount thereof, shall be reserved to the Union and the insurance provider as to control and policies.

Section 4. Default of Employer Contributions. The Union shall have the right to submit to binding arbitration by giving the City written notice of its intentions to do so not less than forty-eight (48) hours in advance if the City shall fail to make payment of the

contribution due to the Fund for any month on or before the tenth (10th) day of the calendar month for which such contribution shall be payable. Provided, that no such action shall be taken by the Union unless and until the Insurance Committee and/or

Executive Board of the Union shall have certification in writing to the City that the City has so failed to pay such contribution.

Section 5. Selection of Insurance Provider. The selection of the insurance provider shall rest solely with the Union. Union agrees that any policy they provide will meet the following requirements: The Union Insurance plan must provide timely information needed for City and governmental reporting requirements; affirm that the plan being provided is offered to all full-time employees and their dependents, and that the coverage is "affordable" and provides "minimum value" in accordance with the Affordable Care Act ("ACA"). The City and the IAFF commit to make adjustments to the insurance in accordance with the IRS and the ACA insuring that any new regulations and/or guidance from the IRS are followed by both parties.

Section 6. Indemnification. The Union further agrees to indemnify the City against all liabilities in connection with the administration of the group insurance program provided by the Union. Provided, that this section shall not impose any obligation on the Union to indemnify the City against willful misconduct or negligent acts or omissions of the City , its agents or its employees.

Section 7. Employee Authorization. The Union Insurance Committee shall provide to the City, individual group enrollment cards to be supplied by the group insurance carrier. The execution by the eligible individual Fire Department employees shall demonstrate an election by said employees to be covered under the Union's plan.

Section 8. Monthly Statement. The Union Insurance Committee agrees to provide a copy of the monthly billing statement from its insurance provider on a monthly basis.

Section 9. Short Term Disability. City agrees to cooperate with Union in making available short term disability insurance. If Union elects to use the same insurance provider as the City, the appropriate premium amount will be withheld from employee payroll checks and remitted to the insurance provider. If Union chooses a different insurance provider, then the appropriate amounts will be deducted from payroll checks and remitted to Union.

ARTICLE 26

PAYROLL DEDUCTIONS

Section 1. The Employer agrees to deduct regular Union dues from earned wages of those employees who are in the Union. The deduction shall be made once each pay period from each interested employee's paycheck in an amount certified to be current by the Treasurer of the Union. A check for the total deductions will be picked up by the Treasurer or President of the Union and signed for, no later than fifteen (15) calendar days after the deduction is made. Members of the Union desiring payroll deduction of Union dues shall individually sign an authorization card, provided by the Union and approved by the Employer, authorizing the stated monthly dues deduction be made. The payroll deduction shall be revocable by the employee notifying the Employer in writing. The Union shall be notified of any revocation. The amount of dues deduction will not change more than one time during this contract year.

Section 2. The Employer will deduct only Union dues from the employee's paycheck and will not deduct initiation fees, special assessments, fines or any other deductions except for dues. In the event of an increase or decrease in Union dues, Union will give Employer thirty (30) days notice in order to allow Employer to make the proper changes in its accounting records. No deductions will be made when the salary to be paid an employee is not sufficient to cover the amount to be deducted.

Section 3. The Employer will provide the Union Treasurer with a detailed report showing individual employee's name and deduction amount at time of payment.

Section 4. All deductions will be for the month in which they are taken. All deductions refundable at the time of termination or resignation will be refunded by the Union. The Employer shall not be responsible for errors. In the case an error or improper deduction is made by the Employer, a proper adjustment of the same will be made by the Union with the employee affected.

Section 5. The Union shall indemnify, defend and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of payroll deductions of Union dues.

Section 6. The Employer agrees to provide payroll deductions for Union members who wish to enroll with pre-paid legal services. A check for the total deductions will be picked up by the Treasurer or President of the Union and signed for, no later than fifteen (15) calendar days after the deduction is made. Members of the Union desiring payroll deductions for pre-paid legal services shall individually sign an authorization card, provided by the Union and approved by the Employer, authorizing the stated deduction

to be made once a month. The payroll deduction shall be revocable by the employee notifying the Employer in writing. The Union shall be notified of any revocation. For employees who sign up for pre-paid legal deductions after July, 1994, the Union agrees to pay a one-time fee of \$5.00 for each such additional employee. All sums to be paid hereunder must be paid within thirty (30) days.

Section 7. The Employer agrees to provide payroll deductions for Union members who wish to voluntarily contribute to a separate Union's savings account. A check for the total deductions will be picked up by the Treasurer or President of the Union and signed for, no later than fifteen (15) calendar days after the deduction is made. Members of the Union desiring payroll deductions for the Union's savings account shall individually sign an authorization form, provided by the Union and approved by the Employer, authorizing the stated deductions to be made once a month. The payroll deductions shall be revocable at any time by the employee notifying the Employer in writing. The Union shall be notified of any revocation.

ARTICLE 27

REGULAR AND SPECIAL MEETINGS

Section 1. The Union will be permitted to hold regular and special meetings on the Employer's premises, with the understanding that permission, time and location of such meetings must be approved by the Fire Chief or his designee prior to said meetings.

Section 2. It is understood that the Union and the Employer will cooperate in this Agreement and excessive requests will not be made by the Union and permission to hold meetings shall not be unreasonably denied by the Employer so long as meetings do not impede or interfere with normal operations of the Fire Department.

ARTICLE 28

WAGES AND LONGEVITY PAY

Section 1. All employees covered by this Agreement shall receive the wages as shown on the attached Appendix A for fiscal year 2023-2024, effective July 1, 2023.

Section 2. Employees who are not yet at the maximum of their salary grade and who received an overall satisfactory rating on their evaluation, as set forth in Article 29 hereof, shall receive a step increase as hereinafter set forth. A Personnel Action Form initiating a 2.5% step increase effective as of the established review date shall be attached to the Performance Evaluation and forwarded to the Personnel Office two weeks prior to the established review date. Provided however, in no event shall the wages of an employee

exceed the maximum hourly rate for their classification, as shown in Appendix A. The parties agree that the 2.5% step increase will be granted in all future contracts where the City Council appropriates the funds to satisfy said agreement.

Section 3. Longevity Pay. Effective July 1, 2023, each employee covered by the terms of this Agreement shall receive monthly longevity pay as shown on the attached Appendix B. Longevity pay shall commence upon completion of the employee's fifth year of service with the City.

ARTICLE 29

EMPLOYEE PERFORMANCE EVALUATIONS

Section 1. The purpose of employee performance evaluations is to ensure that employees meet and maintain acceptable levels of competence in completing assigned tasks and to determine eligibility for merit increases. A properly prepared evaluation should provide those completing the evaluation form(s) and the employee an opportunity to discuss the employee's performance. Areas of strength as well as areas where improvement may be needed by the employee should be identified and discussed. Information on the evaluation form(s) is considered confidential.

Section 2. Performance evaluation form(s) shall be completed by two levels (e.g. Captain and Battalion Chief prepare evaluations on each Fire Fighter and Equipment Operator; Battalion Chief and Training Officer prepare evaluations on each Captain; Deputy Fire Chief and the Training Officer prepare evaluations on each Battalion Chief). The Fire Chief and Deputy Fire Chief shall prepare evaluations on the Training Officer. The Fire Chief or Deputy Fire Chief may be involved in each performance evaluation.

Section 3. Employees will be evaluated at the end of their probationary period and annually thereafter. The supervisor will notify an employee of the scheduled date for his performance evaluation. At the scheduled time, the contents of the evaluation form will be reviewed with the employee by the individuals who completed the evaluation form(s). The employee should be given an opportunity to complete the "Employee's Comments" section of the form prior to signing it as an acknowledgment that the completed evaluation has been discussed with him. After the individuals conducting the evaluation and the Fire Chief have signed the form, a copy should be given to the employee.

Section 4. If an employee receives less than a satisfactory review, he/she will be re-evaluated in three months.

If the re-evaluation reflects sufficient improvement in performance, the employee shall be

determined to have had a satisfactory evaluation effective as of the revised review date. This revised review date will become the established review date for the following year.

If the re-evaluation does not reflect improvement in the employee's performance, appropriate disciplinary action may be necessary.

Section 6. The standard Bartlesville Fire Department evaluation form(s) will be used for this purpose except summary focus and goals and objectives will be added to Battalion Chief and Training Officer forms. Training on proper preparation for and conducting of performance evaluations will be provided to all Fire Department members who will be involved in the performance evaluation process.

ARTICLE 30

MANAGEMENT - UNION COMMITTEE

Section 1. The Management-Union Committee shall be comprised of the Fire Chief and one (1) management designee, and the Union President and one (1) Union designee. The Committee shall meet no less than quarterly nor more than monthly at a mutually agreeable time, unless an alternate frequency is agreed to by both parties. The Committee shall meet at a time mutually agreeable to both parties, but meetings may be called by either party.

Section 2. The purpose of the Committee shall be to encourage and facilitate communication between the parties and to discuss matters of mutual concern including, but not limited to, pending and potential grievances; proceedings for avoiding future grievances; review and recommendations of rules and regulations or Management Procedures; programs for improved efficiency, effectiveness and productivity; and other issues which would improve the relationship between the parties.

Section 3. Meetings will be held during regular working hours without loss of pay.

ARTICLE 31

JOB ASSIGNMENTS

Section 1. The Employer shall not require members of the bargaining unit to perform any major maintenance or repairs on any equipment, vehicles or structures owned or leased by the City of Bartlesville, Oklahoma, that is not normal to their job classification, with the exception of possible emergencies that would require such work for the safety of the Community.

Section 2. Any employee released for light duty who was injured on the job shall work his normal 24 hour shift. Firefighters will report to the administrative office each morning for duty assignments for duty from 8:00 a.m. to 5:00 p.m. After 5:00 p.m., the firefighters shall work the balance of the shift at their assigned station or at Central at the direction of the Battalion Chief. In cases where the firefighter works a weekend or holiday shift, the firefighters shall report directly to Central Fire Station and work on assignments as directed by the Battalion Chief or administration unless their restrictions do not allow for stairs and the Battalion Chief shall assign them accordingly.

If an employee is injured off duty and the employee asks to work light duty, the administration has the right to approve or deny the request setting terms and hours. Administration has the ability to require a change to the normal 24 hour shift schedule. In those cases the firefighter will have the ability to take leave time instead of working light duty at their option. Upon authorization by administration and agreement by the firefighter, the employee will report to the administrative office each shift for their job assignments unless directed otherwise. In those cases where a change of schedule is not required, after the employee has completed their duties for the day or after 5:00 p.m., they will report to the Battalion Chief for reassignment as safety officer for the remainder of the shift. On weekends, the employee will report to the Battalion Chief.

Section 3. When an employee on light duty hires someone to work for them, the replacement employee does not get to be on light duty.

Section 4. When a firefighter is on restricted/light duty or unable to work at all, the firefighter shall not work at another job without informing the Fire Chief or the Deputy Fire Chief and the other job must be within the restrictions determined by the authorized treating physician.

ARTICLE 32

SUBSTANCE ABUSE POLICY

The Substance Abuse Policy in effect as of July 1, of each year covered by this Agreement is incorporated as a part of this agreement.

ARTICLE 33

PREPARATION AND DISTRIBUTION OF CONTRACT

Section 1. The City agrees to prepare and deliver to the Local, four (4) copies of the Labor Agreement upon approval by all parties.

ARTICLE 34

MISCELLANEOUS

Section 1. If a member is hurt while helping in an emergency situation within the City limits of Bartlesville when he is normally off duty, he will be considered on the job as far as on duty injury leave or worker's compensation is concerned.

Section 2. In connection with a newly appointed Deputy Chief or Training Officer, it is agreed that if the new Deputy Chief or Training Officer has less than twenty (20) years of service at the time of appointment, whether in the bargaining unit or not, and the Employer determines that he is unable to satisfactorily perform the job within the one (1) year probationary period, he will be returned to the rank from which his replacement is taken, or his former rank, whichever is lower. Such a demotion is not subject to any grievance procedure. Furthermore, should any member of the bargaining unit choose to return to his former rank at any time after a promotion, the Employer shall allow the employee to return to the rank from which his replacement is taken, or his former rank, whichever is lower.

Section 3. In the event the Chief determines that any member has been involved in or witnessed a traumatic event in connection with his duties, the Chief shall advise such member as to the availability of counseling through the Employee Assistance Program. In the event such member desires not to seek counseling through the Employee Assistance Program, then the member shall sign a statement and deliver the same to the Chief advising the Chief that said member has been advised of the counseling services available but has determined not to take advantage of said services at this time. The signing of such a statement by the member shall not preclude the member from taking advantage of such counseling services at a later time in the event the member so decides.

Section 4. Members of the bargaining unit will be required to participate in an organized meal program while on duty. However, if any employee is on a special diet, he will not be required to participate for the time period he is on the special diet. The amount to be contributed for meals will be determined by the members of each duty station on each shift, however, the amount shall not be less than Fifteen Dollars (\$15.00) per shift per member. This section is not subject to the grievance procedure of this Agreement. Further it is agreed that this section of the Agreement will be enforced solely by the bargaining unit.

Section 5. Members of the bargaining unit shall be governed by the same travel policy that governs travel by other non-union City employees. City may make subsequent changes to the travel policy and such changes shall be binding on City and Union.

Section 6. At such time as the City makes a decision to deny injury leave to an employee covered by this Agreement, the City will send a letter to the employee's address on file in

the personnel office so notifying said member. A copy of the letter will also be sent to the President of Local 200.

Section 7. Each member represented by Union who is defibrillator certified shall receive additional compensation of \$10.00 per month. The first payment of \$10.00 shall be on the first paycheck of the next month after the defibrillator units are placed on the vehicles for those who are certified.

Section 8. The employer shall allow members represented by the bargaining unit to use city public facilities at the same rate paid by other city employees. This includes but is not limited to public city-owned and operated swimming pools, golf courses, etcetera.

Section 9. Firefighters shall receive an educational incentive based on degree type. Those degrees which are deemed to be of significant value to the fire service such as Fire Safety, Fire Science, Emergency Management, Fire and Emergency Services, Public Safety Administration, Leadership, IT & Business shall be compensated monthly at the following rates:

Master's Degree (or equivalent from a trade school) \$90
Bachelor's Degree (or equivalent from a trade school) \$75
Associates Degree (or equivalent from a trade school) \$40
60+ hours of college (or equivalent from a trade school) \$25 (following the degree plan for an above named degree)

The City Manager can approve payment at the higher rate for degrees which are not listed above but believed to be of significant value to the firefighter profession. Such decisions shall be considered a management right and shall not be subject to grievance procedures.

Those degrees that are not deemed of significant value shall be compensated monthly at the following rates:

Master's Degree (or equivalent from a trade school) \$45
Bachelor's Degree (or equivalent from a trade school) \$45
Associates Degree (or equivalent from a trade school) \$20

Firefighters employed in the fire department effective 06/30/14 shall be deemed grandfathered and shall be paid at the higher rate, regardless of degree type.

Section 10. Any member of the bargaining unit that is a nationally registered basic EMT, intermediate, or a paramedic shall receive \$5.00 per month for basic EMT, \$10.00 per month for intermediate and \$15.00 per month for a paramedic. The above amounts are not cumulative and an employee shall only receive the payment for the level obtained as specified above.

Section 11. Any member of the bargaining unit who is duly certified by CLEET shall receive additional compensation of \$10.00 per month. Provided however, this payment is limited to a total of the four (4) most senior employees CLEET certified.

ARTICLE 35

REPLACEMENT OF PERSONAL PROPERTY

Section 1. It is the City's intention to repair or replace items of personal property if they become damaged or destroyed while the employee is performing his duties if the damage is not due to the employee's negligence. It is anticipated that a typical request could be replacement of prescription eyeglasses, dentures, etc. that are destroyed while an employee is fighting a fire. Each situation will be evaluated on a case-by-case basis. It should be noted that watches up to a value of \$50.00 will be covered under this Article. It should be further noted that watches to the extent they exceed the value of \$50.00, jewelry, wallets, and items inside a wallet, will not be covered under this Article.

ARTICLE 36

OKLAHOMA STATE FIREFIGHTERS ASSOCIATION

Section 1. The City agrees to furnish a city vehicle, Pike Pass and gasoline credit card for the use of the duly elected delegates to the annual convention of the Oklahoma State Firefighters Association. Members of the bargaining unit who are elected as delegates, up to a maximum of four, will receive time off with pay. In addition, the City will pay the registration fee and hotel room expense for two duly elected delegates. If the bargaining unit sends more than two delegates to the annual convention, it will be responsible for the registration fee and hotel room expenses for both of said delegates.

ARTICLE 37

EDUCATIONAL ASSISTANCE

Section 1. City agrees to provide to Union the same educational assistance programs as it provides to other City employees not represented by Union. Union agrees to follow and abide by the procedure for filing budget requests for educational reimbursement forms and the reimbursement request forms.

ARTICLE 38

CATASTROPHIC TIME SHARING

Section 1. In instances where an employee finds themselves in need of additional time off due to their vacation, comp time, sick leave and family sick leave being insufficient to cover a debilitating or life-threatening situation or family emergency, this policy allows employees to share their time off with fellow employees in need.

Section 2. In order to be considered for catastrophic leave sharing, an employee must make a request for the time either in writing, an e-mail, or via a phone call to Human Services (HR). Once the need is brought to the attention of the City, a committee will be formed within three (3) days composed of the HR Director or their designee, the Fire Chief or his designee, and the Local 200 President or his designee.

Section 3. Once approved by the committee, a notice shall be e-mailed to all City employees and a notice placed on all Union and City Bulletin Boards advising employees of the employee in need. A brief summary of the situation, as approved by the employee, and the applicable restrictions will be included in the notices. Each employee will make their own decision to assist or not. Once enough time has been donated, additional donations will be rejected.

Section 4. The requesting employee will be required to use all but 48 hours available time off prior to receiving and using any donated time. No employee may donate all their time and deplete their accrued vacation and sick time leave banks. Employees will retain a minimum of 40 hours vacation and 240 hours sick time in their leave banks. Employees may contribute to several requests but no employee shall be allowed to share more than five (5) days of sick time, the five (5) days of comp time or vacation time in a fiscal year for catastrophic leave.

Section 5. Any employee receiving share time must use the time within the time limit specified by the Committee, for its donated purpose, and it may not be carried over.

Section 6. Unethical use of catastrophic share time (time requested, received and/or used under false pretenses) shall be subject to discipline and just cause up to and including termination. The minimum discipline imposed shall be a two (2) work day suspension without pay plus repayment of donated time in the order it was received.

ARTICLE 39

SAVINGS CLAUSE

Section 1. If a provision of this Agreement or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this

Agreement are severable.

Section 2. It is understood that the foregoing is a complete understanding of all the terms and conditions of employment to be governed by this Agreement during the contract period and it cannot be altered in any manner, save by the complete written concurrence of the parties subscribing hereto.

Section 3. Any appendices to this Agreement shall become a part of this Agreement as if specifically set forth herein.

Section 4. All time limits set forth in this Labor Agreement may be extended by the written consent of both parties, but if not so extended, shall be strictly observed.

THIS AGREEMENT is executed this _____ Day of _____, 2023, by the City of Bartlesville and on the _____ day of _____, 2023, by the Union, but shall become effective as of July 1, 2023.

CITY OF BARTLESVILLE, OKLAHOMA
A Municipal Corporation

BY: _____
MAYOR

BARTLESVILLE FIRE FIGHTERS,
LOCAL 200, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS

By: *Jim Rowan*
PRESIDENT

APPENDIX A

FIRE DEPARTMENT PAY SCALE													
APPENDIX A													
	1	2	3	4	5	6	7	8	9	10	11	12	13
Firefighter	\$16.59	\$17.00	\$17.43	\$17.87	\$18.31	\$18.77	\$19.24	\$19.72	\$20.21	\$20.72	\$21.24	\$21.77	\$22.31
Equipment Operator	\$22.87	\$23.44	\$24.03	\$24.63	\$25.24	\$25.87	\$26.52	\$27.18					
Captain	\$27.86	\$28.56	\$29.27	\$30.01	\$30.76	\$31.53							
Battalion Chief	\$32.63	\$33.45	\$34.29	\$35.15	\$36.03								
Training Officer	\$40.09	\$41.09	\$42.12	\$43.17	\$44.25	\$45.36	\$46.49	\$47.65	\$48.85				
Fire Marshal	\$42.12	\$43.17	\$44.25	\$45.36	\$46.49	\$47.65	\$48.85	\$50.07	\$51.32				
(40 HR WORK WEEKS)													

APPENDIX B

LONGEVITY SCHEDULE
FISCAL YEAR 2023-2024

<u>Years of Service</u>	<u>Monthly Longevity Pay</u>
5	\$ 62.50
6	62.50
7	62.50
8	62.50
9	62.50
10	125.00
11	125.00
12	125.00
13	125.00
14	125.00
15	208.33
16	208.33
17	208.33
18	208.33
19	208.33
20	291.67
21	291.67
22	291.67
23	291.67
24	291.67
25	291.67
26	291.67
27	291.67
28	291.67
29	291.67
30	375.00
31	375.00
32	375.00
33	375.00
34	375.00
35	375.00
36	375.00

APPENDIX C

TRAINING OFFICER

JOB SUMMARY

Under the supervision of the Fire Chief, designs, develops, coordinates and supervises the Fire Department's training program, and manages the records kept on training performed by all department personnel. This job description should not be interpreted as all inclusive. It is intended to identify the major responsibilities and requirements of this job. The incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this specification.

RESPONSIBILITIES AND DUTIES

Under direction of the Fire Chief, has immediate supervision of and responsibility for the efficient operation of the department's Training Division. Designs and develops training programs to meet the needs of Fire Department. Plans and coordinates an ongoing training program for Fire Department personnel and oversees the maintenance of training records for all departmental personnel including furnishing the subject matter and schedule for the training sessions on an annual basis. Keeps a permanent record of all activities in the Training Division. Conducts and/or supervises a coordinated training program of class room instruction and outside drills throughout the year, designed to meet department goals including but not limited to, at least 20 hours of training per month per member. Schedules and/or conducts classroom training related to fire protection, fire prevention practices, emergency response, new response methods, emergency medical skills, rescue, use of equipment, officer development, and other material covered in IFSTA and other approved training manuals and materials. Ensures that officers and members are instructed in the most approved and up to date methods of firefighting, EMS and other emergency response techniques. In cooperation with the Fire Marshal, ensures that all officers and members are instructed in the most approved and up to date techniques of inspecting facilities, arson detection, and related city codes. Shall be responsible for supervising the work of department personnel assigned as instructors or assistants. Shall be responsible for the operation training equipment, fire service library, buildings, training aids and other facilities. Designs, develops and oversees as an integral part of the training program, a comprehensive program for pre-incident plans of all commercial properties in the City. Responsible for coordinating and conducting entry level testing and assists in promotional examinations when required. Responsible for training of all new firefighters in order to pass the Fire Fighter I examination, First Responder and other first year employment requirements including drills, classroom instruction and testing. Functions as a Safety Officer on fires or other emergencies and may be called upon to supervise personnel at such incidents. Assumes command functions at emergency incidents when so ordered by the Incident Commander, Fire Chief or Assistant Fire Chief. Coordinates with the Fire Chief and Assistant Fire Chief in the preparation of the Training Division budget, assist in budget implementation, as well as the Department's annual budget process. Assists in the establishment and enforcement of safety policies and procedures. Ensures that general polices are reviewed by all members as required through the Department's training program, Responsible for keeping up with advances in firefighting, other emergency response skills, fire prevention practices, and the training actions of other departments, local, state and federal agencies in order to improve the training program for

the department. Maintains continuous relations with other training organizations, fire service groups and departments as required. Coordinate fire suppression, fire evacuation and CPR training with other City departments and divisions. Oversees the scheduling and monthly inspections of fire extinguishing in City buildings. Annually, or more often as appropriate, shall furnish the Fire Chief with a report on the performance of each company in group training sessions as well as individual training results. Performs administrative duties for the Fire Chief or Assistant Fire Chief including special projects and reports. Submits long term (5 year) and short term (1 year) goals to the Fire Chief by the first of every calendar year. Responsible for such other functions as are assigned by the Fire Chief or Assistant Fire Chief and performs other duties as required. In the event that the administrative duties become more time consuming so that the Training Officer is unable to fulfill his actual training obligations, this job description will be changed to eliminate some administrative duties.

MINIMUM QUALIFICATIONS REQUIRED:

Education and Experience: Associate's Degree or equivalent from an accredited two-year college or technical school; and at least 10 years of progressively responsible experience; or any combination of education, training and experience which provides the required knowledge, skills and abilities to perform the essential functions of the job. **Licenses and Certifications:** Valid state driver's license; Certified Fire Fighter I and II; Certified Fire Officer I and II; Certified First Responder; Certified Fire Service Instructor I and II. FF II, OF I and II as well as FSI I desirable, but not required at this time. **Knowledge of:** Principles and practices of modern fire suppression strategies, tactics and procedures. Principles and practices of rescue, emergency medical service, hazardous materials spill, and release mitigation, water rescue, high-angle rescue, confined space rescue, trench rescue and vehicle extrication. Principles and practices of modern management. Operation and maintenance of a variety of fire suppression equipment and apparatus. Department organization, policies, procedures, rules and regulations. Standard business mathematics, including basic algebra. Correct English usage involving spelling, grammar, punctuation and vocabulary. Record keeping, report preparation, filing methods and records management techniques. Principles and practices of fire safety and inspection including codes which pertain to fire prevention and to the construction of and occupancy of buildings as well as methods of eliminating hazardous conditions. Applicable state, federal and local ordinances, laws, rules and regulations. Administration of staff and activities, either directly or through subordinate supervision. Administrative principles and practices, including goal setting and implementation. **Skill in:** Course preparation and delivery of training material utilizing prepared course outlines or preparing such outlines from scratch. Using tact, discretion, initiative and independent judgment within established guidelines. Using a PC and software programs such as Word, Excel, Power Point and Groupwise. Communicating clearly and effectively: preparing clear and concise reports, correspondence and other written materials. Analyzing and resolving administrative situations and problems. Organizing work, setting priorities, meeting critical deadlines, and following up on assignments with a minimum of direction. Assigning and reviewing the work of staff personnel. Applying logical thinking to solve problems or accomplish tasks; to understand, interpret and communicate complicated policies, procedures and protocols.

Mental and Physical Abilities: Ability to analyze situations and to take effective courses of action. Ability to direct effectively the rescue, emergency medical service, firefighting operations, or other types of hazardous situations, with personnel and equipment under adverse conditions. Ability to read and interpret documents such as safety rules, operation and maintenance instructions,

procedure manuals, training manuals and so forth. Ability to speak effectively before groups or employees. Ability to write reports, correspondence, procedure manuals. Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to define problems, collect data, establish facts and draw valid conclusions. Ability to interpret a variety of technical instructions with abstract and/or concrete variables. While performing the essential functions of this job the employee is frequently required to stand, walk, sit, use hands to finger, handle, or feel; reach with hands and arms, climb or balance, stoop, kneel, crouch, or crawl; lift and/or move up to 25 pounds; and speak and hear. While performing the essential functions of this job the employee is occasionally required to lift and/or move more than 100 pounds. **Working conditions:** While performing the essential functions of this position, the employee is frequently exposed to work near moving mechanical parts, fumes or airborne particles, outdoor weather conditions, risk of radiation, electrical shock, toxic or caustic chemicals, work in high precarious places, confined spaces, and work with explosives. Occasional exposure of work time to communicable and infectious diseases. While performing the essential functions of this position, the employee is frequently exposed to working in extremely hazardous, life threatening environments at emergency scenes. The incumbent's working conditions are typically moderately quiet, but may be loud when on an emergency scene. Working time may require irregular hours, shift times and/or on-call status.

APPENDIX F

BATTALION CHIEF

JOB SUMMARY

Under general supervision, performs a supervisory role as Battalion Chief, assuring proper administration and execution of duties, practices and procedures; supervises and performs in the delivery of fire suppression, emergency medical service, all types of rescue public education and other daily activities of a Shift. In addition, the individual in this position will have overall responsibility within the department to oversee one of three particular areas: Operations, Suppression or Medical. Reports directly to the Assistant Fire Chief and meets and confers with the AFC and/or the Fire Chief to report any problems and to ascertain if there are any special projects or duties for the day. Is responsible for the submission of written monthly reports to the AFC and FC on activities of the shift during the previous month; the preparation and submission of an annual budget for the particular area of responsibility to the AFC; the submission of daily and monthly reports to the other Battalion Chiefs for problems or concerns in their area of responsibility. Carries out direct supervisory responsibility in accordance with policies, procedures and applicable laws including planning, assigning and directing work, appraising performance of subordinates, rewarding and disciplining employees; addressing complaints and resolving problems during the shift. Visits all stations during to check on personnel, equipment and to convey any special duties of the day. If repairs are required, coordinates those repairs with the applicable departments. Supervises and directs the field operations and activities of the company officers and members assigned to fire stations; transmits orders and assumes command in emergency situations. Responds to fires and rescue situations, may serve in the capacity of Incident Commander on emergency scene. Evaluates fires and hazardous situations and take immediate action necessary for the preservation and protection of life and property. Participates in training activities as a student or instructor. Performs the essential functions of the Fire Fighter and Fire Captain as required. Interprets and transmits management procedure manual and union contract agreement. Completes daily reports, time sheets, and other required reports and forms. Coordinates personnel vacation schedules to ensure adequate personnel coverage. Performs various code enforcement activities as assigned. Picks up supplies from outside vendors and delivers where needed. Is responsible for the daily maintenance of the vehicle and equipment assigned. Performs other duties as assigned.

MINIMUM QUALIFICATIONS REQUIRED:

Education and Experience: Associates Degree or equivalent from an accredited two-year college or technical school; at least 13 years of progressively responsible experience; or any combination of education, training and experience which provides the required knowledge, skills, and abilities to perform the essential functions of the job. **Licenses and Certifications:** Valid state driver's license; Certified Fire Fighter 1 and Certified First Responder (Certified Fire Fighter II, Certified Fire Officer I and II and Certified Fire Service Instructor are desirable but not mandatory at this time). **Knowledge of:** Principles and practices of modern fire suppression strategies, tactics and procedures. Principles and practices of rescue, emergency medical services, hazardous materials spill, and release mitigation, water rescue, high-angle rescue, confined space rescue, trench rescue and vehicle extrication. Principles and practices of modern management. Operation and

maintenance of a variety of fire suppression equipment and apparatus. Department organization, policies, procedures, rules and regulations. Standard business, mathematics, including basic algebra. Correct English usage involving spelling, grammar, punctuation, and vocabulary. Record keeping, report preparation, filing methods and records management techniques. Principles and practices of fire safety and inspection including building codes which pertain to fire prevention and to the construction of and occupancy of buildings as well as methods of eliminating hazardous conditions. Applicable state, federal and local ordinances, laws, rules and regulations. Administration of staff and activities, either directly or through subordinate supervision. Administrative principles and practices, including goal setting and implementation. **Skill in:** Using tact, discretion, initiative and independent judgment within established guidelines. Using a PC and software programs such as Word, Excel, Power Point and Groupwise. Communicating clearly and effectively. Preparing clear and concise reports, correspondence and other written materials. Analyzing and resolving administrative situations and problems. Organizing work, setting priorities, meeting critical deadlines, and following up on assignments with a minimum of direction. Assigning and reviewing the work of staff personnel. Applying logical thinking to solve problems or accomplish tasks; to understand, interpret and communicate complicated policies, procedures and protocols. **Mental and Physical Abilities:** Ability to analyze situations and to take effective courses of action. Ability to direct effectively the rescue, emergency medical services, firefighting operations, or other types of hazardous situations, with personnel and equipment under adverse conditions. Ability to read and interpret documents such as safety rules, operation and maintenance instructions, procedure manuals training manuals and so forth. Ability to speak effectively before groups or employees. Ability to write reports, correspondence, procedure manuals. Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to define problems, collect data, establish facts and draw valid conclusions. Ability to interpret a variety of technical instructions with abstract and/or concrete variables. While performing the essential functions of this job the employee is frequently required to stand, walk, sit, use hands to finger, handle or feel; reach with hands and arms, climb or balance, stoop, kneel, crouch, or crawl; lift and/or move up to 25 pounds; and speak and hear. While performing the essential functions of this job the employee is occasionally required to lift and/or move more than 100 pounds. **Working Conditions:** While performing the essential functions of this position, the employee is frequently exposed to work near moving mechanical parts, fumes or airborne particles, outdoor weather conditions, risk of radiation, electrical shock, toxic or caustic chemicals, work in high precarious places, confined spaces, and work with explosives. Occasional exposure of work time to communicable and infectious diseases. While performing essential functions of the position the employee is frequently exposed to working in extremely hazardous, life threatening environments at emergency scenes. The incumbent's working conditions are typically moderately quiet but may be loud when on an emergency scene. Working time may require irregular hours, shift times and/or on-call status.

APPENDIX G FIRE MARSHAL

Job Summary

Under the supervision of the Deputy Fire Chief, provides inspections of commercial buildings for code compliance of the current fire codes.

Provides inspections and code compliance of sprinkler systems, fire alarms and inspections of all new businesses for code compliance prior to issue of business license. Work in a team setting in pre-construction and construction meetings providing code analysis and input on all commercial projects within the jurisdiction of the Bartlesville Fire department.

Employee must be proficient in computers and digital technology.

Employee must keep clear and concise digital records of all activities.

Must be motivated in all aspects of the job, scheduling all day to day activities. Works with other City of Bartlesville Departments to insure code compliance of all construction and infrastructure within the jurisdiction.

Complete all construction, sprinkler, and fire alarm plan review to ensure code compliance. Perform code analysis on all plan reviews.

Provides investigation of fire scenes for cause and determination and the possibility of arson. Upon the determination of arson as the fire cause, The employee will provide all aspects of investigation, evidence custody, fact-finding, witness and suspect questioning as well as courtroom testimony.

Work first hand with other law enforcement and the District Attorney to prosecute all cases involving arson.

Job Requirements

See Article 21 of the current CBA.

Within 12 months of promotion to Fire Marshal

- Successfully complete Basic Peace officer Certification Academy (CLEET) is approximately 16 weeks
- Fire Inspector I Certification (OSU or equivalent)
- Fire Cause and Determination (OSU or equivalent)

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action on a request from the Washington County Soccer Club to name the soccer fields at Robinwood Park: "Joe Bares Soccer Complex".

Attachments:

Proposed Sign

II. STAFF COMMENTS AND ANALYSIS

Upon conducting research into the historical naming of the soccer fields at Robinwood Park, we reached out to Debbie Neece, Collections Manager for the Bartlesville Area History Museum. Ms. Neece informed us that although she found evidence of a "Name-That-Park" contest in a newspaper clipping, she could not locate any documentation specifically referencing the naming of the soccer fields within the park.

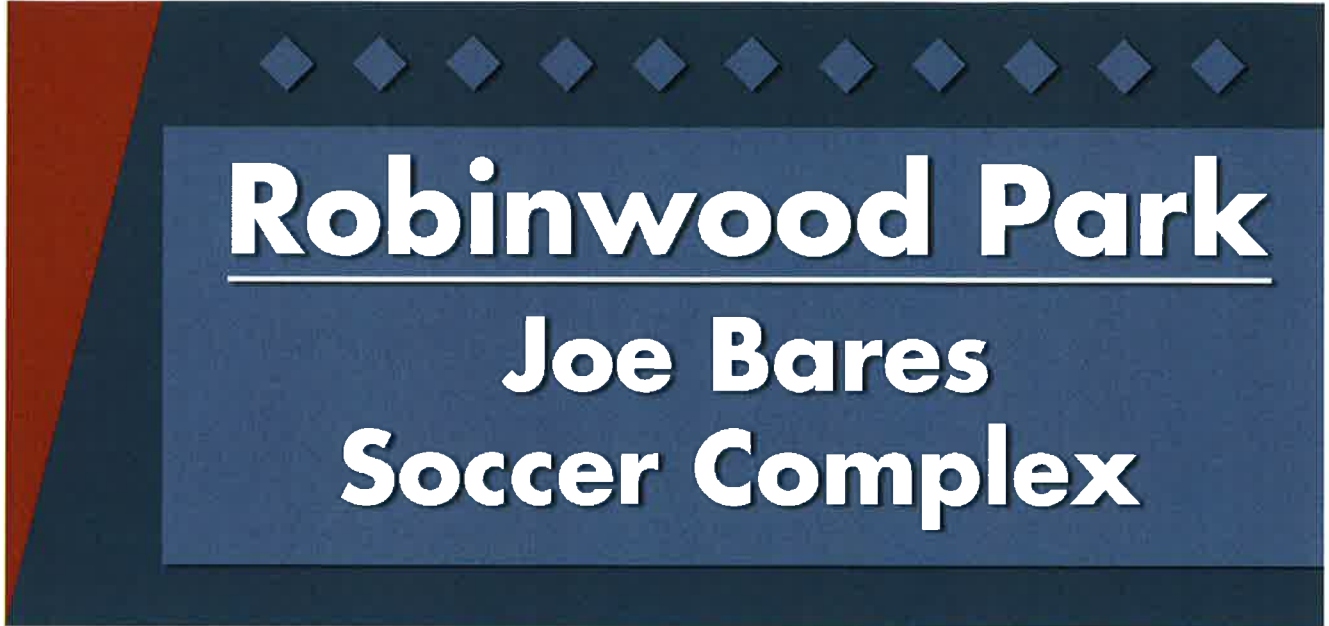
Based on this information, it is apparent that the naming of the soccer complex lacks a clear and documented history. However, it is essential for the community to have an official name for this particular area of Robinwood Park to facilitate recognition and navigation for residents and visitors alike.

Given the absence of a historically recognized name, it is proposed that the complex be officially named the "Joe Bares Soccer Complex" in honor of Joe Bares, a prominent local soccer coach and advocate. According to the Washington County Soccer Club, Mr. Bares has dedicated numerous years to coaching and promoting soccer within our community, making him an ideal candidate for this recognition. Furthermore, this naming will also serve as a testament to the impact of soccer in our city and the importance of providing opportunities for sports and recreation to our residents.

The Park Board has made a recommendation to the City Council on a proposed sign. Staff has developed a proposed sign design for the Robinwood Park Joe Bares Soccer Complex. The sign will prominently display the name "Joe Bares Soccer Complex" along with appropriate graphics and imagery that reflect the city sign standard. The proposed sign design has been attached to this report for your reference. The sign will be made of hard printed vinyl and the exiting wood will be screamed and stained in similar color ad the new park signs at the Washington County Soccer Club's expense.

III. RECOMMENDED ACTION

Approval of the proposed sign at Robinwood Park



The existing wood will be scraped, sanded, and stained similar to the existing wood at the entrance of the park.





Larry Curtis
Community Development Director
City of Bartlesville
401 S. Johnstone Ave.
Bartlesville, 74003

Dear Larry,

In response to the inquiry about potential INCOG services or membership for the City of Bartlesville I have attached a suggested summary of services for INCOG assistance during the upcoming fiscal year based on our discussions. Services are focused on mapping and GIS support, technical assistance and guidance regarding HUD CDBG and CDBG-CV programs, information and strategic guidance regarding state and federal grant opportunities, and invitations to various INCOG events. This is in addition to continuing to serve Bartlesville through participation with the Green County Stormwater Alliance and the Tulsa County HOME Consortium administered by INCOG.

As you know, some of the other services we generally provide to our member governments, including the Rural Economic Action Plan (REAP) Program and the Rural Fire Defense Program are only available for smaller communities. In addition, the designated Area Agency on Aging and the Economic Development District for Washington County and Bartlesville is the Grand Gateway Economic Development District.

The INCOG Articles of Agreement provide that cities and towns with a population of over 3,500 that are located in counties contiguous to member counties may join as participating members, which includes representation on the INCOG Board of Directors. We would welcome Bartlesville as a member but based on our discussions we are anticipating an Associate Member status at this time for a fixed fee of \$18,500.

We appreciate your interest in our services and how INCOG can assist your community. Please let us know if you have any questions or require more information and if Bartlesville would like to move forward on this service package.

Sincerely,

A handwritten signature in black ink that reads "Rich Brierre". The signature is written in a cursive, flowing style.

Rich Brierre
Executive Director

Attachment

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action on a request from the Bartlesville Planning Commission to appoint to City Council members and a citizen to the Planning Commission Comprehensive Plan Committee.

Attachments:

None

II. STAFF COMMENTS AND ANALYSIS

The Planning Commission has recognized the need for a specialized committee to delve deeper into specific matters concerning urban development, zoning regulations, infrastructure planning, and other related projects. As such, they propose the establishment of a five-member committee to facilitate more comprehensive discussions and recommendations.

Committee Composition:

The proposed committee will consist of five members: two Planning Commissioners, two City Council members and one citizen from the community. This balanced composition aims to foster collaboration between elected representatives and the public, ensuring that decisions made align with both the interests of the city and its residents.

Objectives of the Committee:

- To review and analyze current zoning regulations, urban development plans, and infrastructure projects to identify areas for improvement and make suggestions for updates.
- To participate in the selection of a consultant or consulting firm with expertise in urban planning and development to provide valuable insights and guidance to the committee.
- To engage citizens in the planning process, ensuring their concerns and ideas are taken into account during the decision-making and consultant selection process.
- To collaborate with relevant city departments, stakeholders, and the selected consultant to develop comprehensive and innovative solutions for city planning challenges.
- To guide and support the Planning Commission staff in the implementation of the committee's recommendations and the execution of approved projects.
- To present periodic progress reports and updates to the Planning Commission and the City Council, ensuring transparency and accountability in the committee's activities.

III. RECOMMENDED ACTION

Appoint two council members to the committee and to appoint a citizen to the committee.