



**REGULAR MEETING OF THE
BARTLESVILLE CITY COUNCIL
Tuesday, September 5, 2023
5:30 p.m.**

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

**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 Pastor Stephen Carl, First Presbyterian Church.**
- 4. Citizens to be heard.**
- 5. City Council Announcements and Proclamations.**
 - Recognition and presentation of the Nationally Recognized Founders Award from the Sons of Union Veterans of the Civil War to Debbie Neece. Presented by Brian Pierson, National Commander and Cline Anderson, Oklahoma Commander.
 - Recognition and presentation of Silver Lifesaving Awards to Firefighter Bo Formby and Firefighter Chance Nissen; Meritorious Service Award to Firefighter Justin Butterfield; and Lifesaving Award to Police Corporal Brandon Meyer. Presented by Fire Chief David Topping
 - Constitution Week Proclamation September 17-23, 2023. Presented by Councilmember Billie Roane.
- 6. Authorities, Boards, Commissions and Committee Openings**
 - One opening on the Ambulance Commission
 - One opening on the Bartlesville Library Trust Authority
 - Two openings on the Community Center Trust Authority
 - 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 August 7, 2023.
 - b. Approval or Ratification of Appointments to Authorities, Boards, Commissions, and Committees.**
 - i. Appointments of Mr. Amos Radlinger and Mr. Jonathan McCormick, Jr. to the Board of Adjustment for three-year terms each at the recommendation of Mayor Copeland.
 - c. Approval of Resolutions**
 - i. Amending the budget of the City of Bartlesville for FY 2023-2024 appropriating grant funds from the Cherokee Nation for the Restricted Revenue Fund.

- ii. Adopting the City of Bartlesville Section 3 Plan for the FY 2021 Community Development Block Grant-Coronavirus Relief Grant (Contract #18111 CDBG CR 20).

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

- i. Contract between the City of Bartlesville/Public Library Literacy Services and the Oklahoma Department of Libraries to receive grant monies to pay the salary for the Literacy Assistant Position in the amount of \$9,600.00.
- ii. Citizenship Grant Contract between the City of Bartlesville/Public Library to received funds for the salary of the Immigration/Citizenship Literacy Assistant in the amount of \$14,000.00.
- iii. Service Agreement for FY 2023-2024 between Bartlesville Independent Schools District #30 and the City of Bartlesville providing for ten (10) School Resource Officers to be assigned to the school district throughout the school year.
- iv. Service Agreement for FY 2023-2024 between Tri County Tech and the City of Bartlesville providing for one (1) School Resource Officer to be assigned to Tri County Tech throughout the school year.
- v. Lease Agreement for FY 2023-2024 between Tri County Technology Center and the City of Bartlesville to lease office space for the satellite office for the Eastside Substation of the Bartlesville Police Department.
- vi. Amendment #1 to the Professional Service Agreement between Tetra Tech, Inc. and the City of Bartlesville for engineering services for the Wastewater Treatment Plant Expansion and the Limestone to Chickasaw Transport Corridor Improvements.
- vii. Agreement between Patricia Wilson and the City of Bartlesville for the voluntary demolition of dilapidated structures on property addressed as 407 SW Cheyenne Ave., Bartlesville, Oklahoma.
- viii. Agreement between Michael Postrach and the City of Bartlesville for the voluntary demolition of dilapidated structures on property addressed as 1307 SW Hickory Ave., Bartlesville, OK.

e. Bartlesville NEXT Report

- i. Bartlesville NEXT Progress Report – September 2023.

f. Receipt of Financials

- i. Interim Financials for one month ending July 31, 2023.

g. Receipt of Bids

- i. Bid No. 2023-2024-004 for Concrete
- ii. Bid No. 2023-2024-005 for Asphaltic Concrete & Aggregate Base
- iii. Bid No. 2023-2024-006 Custom Top Mount Pumper Fire Apparatus
- iv. Bid No. 2023-2024-007 for Concrete Pavement Rehabilitation Crestland Dr. and Baylor Place.
- v. Bid No. 2023-2024-008 Gravity Belt Polymer Feed System
- vi. Bid No. 2023-2024-009 for One (1) New Production Day Cab Truck Tractor

8. Discuss and take possible action to award Bid No. 2023-2024-004 for Concrete. Presented by Mayor Copeland.

9. Discuss and take possible action to award Bid No. 2023-2024-005 for Asphaltic Concrete and Aggregate Base. Presented by Mayor Copeland.

10. Discuss and take possible action to award Bid No. 2023-2024-006 for Custom Top Mount Pumper Fire Apparatus. Presented by Mayor Copeland.

11. Discuss and take possible action to award Bid No. 2023-2024-007 for Concrete Pavement Rehabilitation Crestland Dr. and Baylor Pl. Presented by Mr. Dorsey.
12. Public hearing on, consideration of and possible action on a request by Bill Roberts to close a portion of a 15' utility easement lying along the south side of Lot 6, Block 1, Park Hill 3rd Addition, Phase 2, Bartlesville, Washington County, Oklahoma. Presented by Micah Siemers, P.E., Director of Engineering.
13. Review and take possible action to approve a term sheet between Buffalo Roam, the City of Bartlesville, and the Bartlesville Redevelopment Trust Authority setting out the terms of the future development agreement. Presented by Mike Bailey, City Manager.
14. Discuss and take possible action to approve a lease agreement with purchase option between the City of Bartlesville and First Christian Church relating to the First Christian Church building located at 520 SE Osage, Bartlesville, Oklahoma. Presented by Jess Kane, City Attorney.
15. Discuss and take possible action on an application from Joel Harrison, on behalf of the Delaware Tribe of Indians, for Final Plat approval of The Lenape 2nd Addition, a 7-lot development on 11.89-acres located north and west of the northwest corner of Madison Boulevard and Tuxedo Boulevard, legally described as a Part of Section 4, Township 26 North, Range 13 East, Washington County, Oklahoma and a re-plat of a portion of the Lenape Addition to the City of Bartlesville. Presented by Larry R. Curtis, Director of Community Development.
16. Discuss and take possible action to accept the 2023 Sidewalk Survey Report. Presented by Larry R. Curtis, Director of Community Development.
17. Receive a report on water supply and the Bartlesville Water Resource Committee meeting, and consider suspending water restrictions pending recommendations from the Bartlesville Water Resource Committee. Presented by Terry Lauritsen, Director of Water Utilities.
18. New Business.
19. City Manager and Staff Reports.
20. City Council Comments and Inquiries.
21. Adjournment.

The Agenda was received and filed in the Office of the City Clerk and posted in prominent public view at City Hall at 5:00 p.m. on Thursday, August 31, 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.

Clint Allen Anderson

Department Commander

Department of Oklahoma

918-407-8548

Steelrep4jc@gmail.com

16th June 2023

Commander-In-Chief Bruce D. Frail,

It is with great pleasure that I write you today to nominate Debbie Neece and the Bartlesville Area History Museum for the Founder's Award. I believe that Mrs. Neece is a fine choice for the Founder's Award due to her effort to preserve GAR records that were abandoned in a building of downtown Bartlesville, Oklahoma. Because of her efforts we have the complete list of Charter members of the GAR Post in Oklahoma, Indian Territory in 1893, and their complete ledger of "Minutes of Meetings" for over fourteen years.

Mrs. Neece has published multiple articles about the Kansas Post #494, Indian Territory Post #18, Oklahoma Post #7 to finally Post #37. All four Posts being the same Bartlesville Post, just changing due to the Department jurisdiction.

I have included within this pdf a copy of the GAR paperwork, a snap shot of her article published on the GAR and a prize seventy-two-inch photo from a Department of Oklahoma Encampment panoramic from around 1920ish that a copy hangs on my office wall.

Thank you for your consideration to honor this outstanding citizen that shares our passion to keep the memories alive of our ancestors.

Fraternity, Charity & Loyalty,

**Clint A. Anderson, PCC
Commander, Department of Oklahoma
Chaplain, Indian Nations Camp #3
National Honor Guard
Lifetime Member #969
Sons of Union Veterans of the Civil War
Cell 918.407.8548**



Comrades in Arms...

Each with a Story, Each with a Pain, Each Seeking Comfort in Story



by Debbie Neece, Bartlesville Area History Museum

At the close of the Civil War, there was a time of healing and reconciliation across the Nation. A war that had split families and separated states found soldiers returning to establish a new normal life. For some men, that meant moving to a new location with haunting memories that did not stay behind. These men stood side-by-side in battle, fighting for self-survival and that of their comrades. Now, they faced an emptiness that only sharing their battlefield experiences could heal.

Over 28,000 Civil War veterans lived in Kansas after 1865 and an overwhelming number of these men were Union veterans. According to the Sons of Union Veterans of the Civil War website, "Throughout the history of the Department of Kansas, there were some 500+ Grand Army of the Republic Posts located in Kansas and Indian Territory."

As one of the last posts formed under the Department of Kansas, **G.A.R. Post #494** was formed at Bartlesville, I.T. on April 9, 1891 with 23 Charter Members. The Indian Territory G.A.R. detached from Kansas and April 17, 1893, Post #494 dissolved allowing **Indian Territory G.A.R. Post #18** to form at Bartlesville with 95 Charter Members; six members had served in various companies of the Sixth Kansas Cavalry. Then, April 1896, Commander T.H. Gibbs posted a notice in the Bartlesville Magnet of a repost to **G.A.R. Post #7**.

On November 16, 1907, Oklahoma became a state. G.A.R. records at the Bartlesville Area History Museum indicate the history of Post #18 from

April 17, 1893 to the last entry for Post #7 on December 2, 1907. According to Dean Enderlin, National G.A.R. Records Officer, Sons of Union Veterans of the Civil War:

*"The Department of Indian Territory merged with the Department of Oklahoma G.A.R. in May 1908. The G.A.R. Post in Stillwater was also assigned the number 7. The Stillwater Post had seniority, so Bartlesville had to request another number and became **G.A.R. Post #37.**"*



Jake Bartles during the Civil War.

Civil War comrades took every opportunity to gather in order to recount stories of service, celebrate heroism and memorialize fallen comrades. Almost immediately after the Civil War ended, Union reunions began at the national level. At each reunion, the next reunion location was selected and plans began. Reunions were also held by individual regiments. Jacob Bartles hosted the Twelfth Annual Reunion of the Sixth Kansas Cavalry September 21-22-23, 1896 at Bartles Park, on the north side of the Caney River horseshoe bend. Bartles meant business and wanted the "Old Soldiers" to remember his entertaining abilities. He spared no expense, erecting tents as lodging and dining halls to feed the travelers for free...evenings brought tales told and music played around a large camp fire.

While the Nation mended, so did the hostilities between the Union and Confederates. The Sons of Union Veterans have documented National

Blue and Gray Encampments began October 18, 1882 and continued annually.

Edward North Requa enlisted as a Private in the Confederate Army during the Civil War. Shortly thereafter, he was promoted to the rank of Captain and his regiment battled the men of the Sixth Kansas Cavalry at several points. At the end of the war, he returned to his home in Missouri and, in 1885, moved to Indian Territory. Later, he purchased the Bartles farm, two miles northwest of Dewey, and established a farming operation. While Bartles and Requa served from opposing sides during the war, Requa often joined meetings of the G.A.R. to share war experience stories.

In June 1899, as a joint effort of celebration in the 123rd anniversary of the "Independence of the United States of America," the G.A.R. Picnic and Barbecue Reunion, scheduled at Pryor Creek, became the first annual encampment of the Grand Army of the Republic and Confederate Veteran's Association of Indian Territory. In addition, veterans of the Spanish-American War were invited to join the festivities with band contests, speeches and much food.

Bartles was well known for this elaborate 4th of July celebrations; so, that following month Republicans, Democrats, Blue and Gray sat on the same benches, broke bread and shared experiences with differences set aside. The days were filled with eloquent speeches themed towards healing and unity; and, the Bartlesville Cornet Band played patriotic tunes as they partied in harmony, peace and patriotism.

Just like the reunions of the Sixth Kansas, local meetings of the Blue and Gray Reunions continued in an effort of reconciliation with neighbors. One such event happened in Bartlesville's Johnstone Park on September 8-9-10, 1903. That year, William Little of Ramona won a roping contest and Caney River boating was a highlight.

Bartles knew he was losing his battle with Bright's disease, so while attending the 1907 Sixth Kansas Cavalry Reunion in Parker, Kansas, he made plans to host the reunion one more time. The Bartlesville Interurban reached Dewey in 1908. Couple this transportation opportunity with the convenience of railway travel and Dewey was set for an explosion of visitors during the three-day twenty-fourth reunion of the Sixth Kansas Cavalry.



True to form, Jake advertised he would pay all expenses for his comrade visitors. He borrowed a host of small tents from the Army and set them up in rows at Dewey's City Park, across the street from the Dewey Hotel. An old regimental brass cannon was placed in the middle of the tents. It has been recorded Dewey was "dressed in gala attire, with flags, bunting, pennants and streamers flying from every available pole and building around the square." Although Jake was too ill to participate in the festivities, his son, Joe, arranged a cowboy roping contest as entertainment. Jake and Nannie Bartles were able to pose with the Civil War comrades in the only known photo taken at that event.



Jacob Bartles worked hard, played hard and enjoyed a prosperous life. He was a generous man of honor and integrity who lost his health battle October 18, 1908. In his absence, his son, Joseph Bartles carried forward a forty-one year tradition - The Dewey Roundup!



Did You Know?

In 1948, the final G.A.R. national encampment was commemorated with the issuance of a postage stamp. In 1956, the G.A.R. was dissolved upon the death of the last-known surviving member of the Union Army; Albert Woolson of Duluth, Minnesota once served the G.A.R. as Senior Vice Commander in Chief. In addition, the Grand Army of the Republic Highway, known as U.S. Route 6, running from California to Massachusetts, is the second longest U.S. highway.



Now You Know*



Cartersville Post No 18 G.A.R.

April 17, 1899

List of Officers

Jalet O Mack	Commander
Ben F Cram	S. V. C.
Lewis Keefer	S. V. C.
J. C. Brooks	Quartermaster
Wm Martin	Officer of the Day
T. H. Gibbs	Chaplain
Chester Stewart	Officer of the Guard
N. F. Carr	Adj't
Wm Nelson	Serjeant Major
Solomon Mooney	Quartermaster Serjeant
W. H. Shaler	Surgeon

Officers Elected Nov 1894

Jalet O Mack	Commander
J. W. Bartle	Sr V "
B. F. Cram	Jr V "
J. C. Brooks	Quartermaster
Lewis Keefer	Surgeon
T. Gibbs	Chaplain
Presley Parks	Officer of the Day
S. Mooney	" " " " Guard
N. F. Carr	Appointed Adjutant
W. A. Williams	Serjeant Major
Newton Davis	Quartermaster Serjeant

9.13

ated Members Bartlesville Post G.A.R.

Age	Birthplace	Residence	Occupation	ENTRY INTO THE SERVICE				FINAL DISCHARGE			
				Date	Rank	Co.	Regiment	Date	Rank	Co.	Regiment
52	New Jersey	Cherokee Nat	Merchant	1861	2nd Lt.	A	6 Kan	1864	2nd Lt.	A	6 Kan
52	Ohio	"	Farmer	Oct 22	Private	G	66 Ohio	July 22	Sergeant	G	66 Ohio
52	Bartlesville	"	Farmer	Sept 4	Private	M	12 N. Y.	June 23	Private	M	12 N. Y.
49	Cherokee Nation	Bartles	Farmer		Private	M	6 Kan		Private	M	6 Kan
48	Springfield Ill	Cherokee Nat	Farmer	1861	Private	J	41 Ills	1864	Private	J	41 Ills
48	Wilton N. Y.	Cherokee Nat	Farmer	1861	Private	B	6 Kan	1862	Private	B	6 Kan
48	Hancock Co	Cherokee Nat	Farmer	1861	Private	L	4 Kansas	1865	Private	L	4 Kansas
52	Ohio	"	"	1861	"	C	1st Ohio	1865	"	C	1st Ohio
48	France	Cherokee Nat	Farmer	1861	Private	D	3 Wis	1865	Private	D	3 Wis
57	Bellfontain Ohio	Bartlesville	Farmer			G	4 Mo		Private	G	4 Mo
64	Utah	Cherokee Nat	Farmer	1863	Sergeant	L	15th Kan	1865	Sergeant	L	15 Kan
58	Indigine	Cherokee Nat	Farmer		Private	E	111 Ills		Private	E	111 Ills
48	Danville	Cherokee Nat	Farmer	1862	Private	B	12 Kan	1865	Private	B	12 Kan
52	Virginia	Cherokee Nat	Farmer	1861	Private	G	3rd Kan	1865	Sergeant	G	3rd Kan

1861 1862 1863 1864 1865

Age	Birthplace	Residence	Occupation	ENTRY INTO THE SERVICE				FINAL DISCHARGE			
				Date	Rank	Co.	Regiment	Date	Rank	Co.	Regiment
5	Canada	Chucke Wain	Photographer	1863 July	Private	G	22 Mass	1865 June	Private	G	22 Mass
4	Ills	"	Farmer	1861 Dec	"	K	15 Iowa	1864 Dec	"	K	15 Iowa
8	Ills	"	Stone cutter	1862 September	"	A	8 Ills	1865 10 of May	"	A	8 Ills
5	Mo	"	Boatman	1862 Aug 7	"	G	First Ark	1865 23 Aug	"	G	First Ark
0	Ohio	"	Farmer	1861 July 4	"	H	25 Mo	1864 19 Oct	"	H	25 Mo
6	Kentucky	"	Farmer	1861 Oct 8	Corporal	D	16 Kentucky	1864 Jan 7	Serjeant	D	16 Kent
7	Illinois	"	Farmer	1863 spring	Private	F	10 Ills	1866 6 day Jan	Private	F	10 Ills
7	Mo	"	Farmer	1863 April	Private	B	14 Kan	1865 Oct	"	B	14 Kan
5	Ills	"	"	1864 July 29	"	K	60 Ills	1865 July 29	"	K	60 Ills
4	Ills	"	"	1865 July 6	"	D	150 "	1864 16 Jan	"	D	150 "
8	Mo	"	"	1862 Apr	"	"	"	"	"	"	"
57	Virginia	"	"	1862 April	"	E	23 Iowa	1865 September	"	E	23 Iowa
6	Penn	"	Book Keeper	1861 April	"	G	43 Penn	1864 10 July	Serjeant	G	4 Penn
	Virginia	"	Farmer	1862 Dec 23	"	D	1 Mass	1865 Sept 30	Serjt	H	1st Mass
59	Kentucky	"	Tradesman	1861 Aug 12	"	D	3rd Ills	1865 April 16	Private	D	3rd Ills
2	"	"	"	1862 Sept	Private	B	40 Iowa	1863 Oct	"	B	40 Iowa
9	Ills	"	Miner	1862 Aug 9	Private	A	124 Ills	1865 Aug 5	"	A	124 Ills
7	Ills	"	Farmer	1864 September	"	K	8 Penn	1865	"	K	8 Penn

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

*Recognition and presentation of silver lifesaving awards and meritorious service award
For members of the Bartlesville Fire Department
Recognition and presentation of lifesaving award for non-Fire Department member*

Attachments:

Silver lifesaving award to Firefighter Bo Formby Bartlesville Fire Department
Silver lifesaving award to Firefighter Chance Nissen Bartlesville Fire Department
Meritorious service award to Firefighter Justin Butterfield Bartlesville Fire Department
Lifesaving award to Corporal Brandon Meyer Bartlesville Police Department

II. STAFF COMMENTS AND ANALYSIS

Emails are attached listing actions performed

III. RECOMMENDED ACTION

Recognition and presentation of awards

David R. Topping

From: Brandon L. Meyer
Sent: Saturday, August 5, 2023 4:17 PM
To: David R. Topping
Subject: Chance Nissen

Chief,

Sir, I would like to brag on one of your firefighters. Chance last night provided life saving chest compressions to a gentleman at a cornhole tournament in Ramona. This guy appeared to have a sudden cardiac arrest episode while playing cornhole, probably one of the least likely places to have something like that happen. I understand this event didn't happen in the city limits of Bartlesville but that fact that he did everything he could for a stranger in another community when he absolutely didn't have to speaks volumes of his character and professionalism. Chance was gassed and needed a break because he had been doing chest compressions for nearly 10-15 minutes. I just happen to show up at the right time to be able to assist him. You should be proud of the firefighters you have working for you and he should be recognized for all he did with close to 100 people standing around watching him, looking for him to do something extraordinary. He was awesome in every sense of the word. (By the way it sounds as though this guy is gonna make a full recovery based on posts from his family on social media).

Respectfully,
Brandon Meyer
Sent from my iPhone

David R. Topping

From: Eric W. Bevins
Sent: Sunday, July 30, 2023 10:25 PM
To: David R. Topping
Cc: Jerry Berry
Subject: commendation for Fire Fighter Formby

On July 1st Fire fighter Bo Formby while on days off with his family at Hominy Lake, Witnessed an automobile roll several times and came to rest on its side, partially submerged in the water. Bo without hesitation raced to the scene and was one of the first to arrive. without a second thought climbed onto the vehicle to assess patients. he found one female and one male. The female was alert and still in shock, the male was unconscious. shortly after the Hominy fire chief that was also at the lake with his family arrived. Bo started to assess the female and that is when he discovered the female had amputated her foot in the crash. at this point a Hominy Police officer had arrived. Bo used the Officer's trauma kit and placed a tourniquet to stop the bleeding , he then helped remove the female pt from the vehicle, after removing her, Hominy Fire and Hominy EMS arrived. Bo then turned PT care and extrication of the male still inside over to Hominy Fire. Fire fighter Formby continued with PT care with Hominy EMS of both patients until life flight Arrived. Fire Fighter Formby then walked the scene of the accident, located and collected the missing limb to be transported with the patient. which was sadly unable to reattach do to its significant damage. The Hominy Fire Chief stated if it was not for Bo's selfless act the outcome for both patients would've been a much worse.

David R. Topping

From: Eric W. Bevins
Sent: Monday, July 31, 2023 7:13 AM
To: David R. Topping
Cc: Jerry Berry
Subject: Recommendation for commendation

On July 26 probationary Fire Fighter J. Butterfield was returning home from his 24 hr. shift noticed smoke coming from an apartment complex in Dewey. He stopped to see if he could assist. On his arrival found that Dewey had not arrived. He immediately started assisting residents with evacuations, after helped with getting everyone out, he then used a dry chem fire extinguisher to slow the growth of the fire until Dewey Fire arrived.

David R. Topping

From: Madison M. Sanford
Sent: Monday, August 7, 2023 2:49 PM
To: David R. Topping
Subject: RE: Life Saving

Hey David ,

On this the wife and her husband would like to be present for this. She is glad that we are trying to recognize them because she was going to reach out to someone to do this.

Thank You!

Madison Sanford

Administrative Clerk-Community Development

Office-(918)-338-4238

Email-mmsanford@cityofbartlesville.org



From: Madison M. Sanford
Sent: Monday, August 7, 2023 10:06 AM
To: David R. Topping <drtopping@cityofbartlesville.org>
Subject: Life Saving
Importance: High

Hey David,

I know we talked to this morning but I just wanted to email you also.

On Friday 4th, 2023

Myself and boyfriend (Brandon Meyer) were going to Ramona to watch our friends play cornhole. When we arrived we seen firetrucks and a lot of people standing outside of the building. We were walking up to the building when Brandon noticed Chance Nissen doing CPR on a guy that goes by "KP". Brandon throws everything down and run to Chance to give him a break. Chance was sweating horrible and you could tell he had been doing CPR for a while so Brandon asked Chance if he needed a break, so Chance looked up to make sure he knew who it was and then Brandon began CPR on "KP" till the ambulance arrived. When the ambulance got there they did have "KP" with labored breathing. I think these two need to be recognized for doing life savings measures on this guy. If it wasn't for them then KP probably would not be here today.

He is still in the hospital with a surgery scheduled for tomorrow to have a defibrillator placed and a swallow study done.

Let me know if I can help out in any way to get these two recognized.

Thank You!



Official Proclamation

Constitution Week September 17-23, 2023

Whereas, The Constitution of the United States of American, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

Whereas, September 17, 2023 marks the 236th anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

Whereas, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebration which will commemorate the occasion; and

Whereas, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

Now therefore, I, Billie Roane, Bartlesville City Councilmember, do hereby proclaim the week of September 17 through 23 as Constitution Week and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Bartlesville to be affixed this 5th day of September in the year of our Lord, Two Thousand Twenty-Three.

Billie Roane, City Council, Ward 4



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

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

City staff present were Mike Bailey, City Manager; Tracy Roles, Assistant City Manager; Jess Kane, City Attorney; Jason Muninger, City Clerk/CFO; Micah Siemers, Director of Engineering; Laura Sanders, Director of Human Resources, Kelli Williams, Chief Communications Officer; Larry Curtis, Director of Community Development; Fire Chief David Topping; Police Chief Kevin Ickleberry; Steve Roper, Engineering; Captain Jay Hastings, Security; and Elaine Banes, Executive Assistant.

- 1. The business meeting of the Bartlesville City Council was called to order at 5:30 p.m. by Mayor Copeland.**
- 2. Roll Call was held and a quorum established.**
- 3. The invocation will be provided by Jason Elmore, Pastor Friday Nite Church/President Bartlesville Ministerial Association**
- 4. Citizens to be heard.**

Twelve citizens spoke in support of the City Council specifically but not limited to Mayor Copeland, Vice Mayor Curd, and Loren Roszel, and City Attorney Jess Kane. They were: Quinn Schipper, Deborah Mueggenborg, Jerry Wells, Angela Box, John Howk, John Mihm, Joe Beffer, John Ford, Chris Cooper, Sherri Wilt, Mary Lynn Mihm, and Alexander Johnson. Two citizens, Don Baldwin and Shelle Griffith, each read a resolution entitled, "Resolution Condemning the City Council's Agreement with OKEQ-Bartlesville" from the Washington County Republican Party County Committee.

Mayor Copeland thanked everyone for staying within the time constraints.

- 5. City Council Announcements and Proclamations.**

There were no announcements or 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

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

7. Consent Docket

a. Approval of Minutes

- The Regular Meeting Minutes of July 3, 2023.
- The Special Meeting Minutes of ~~June~~ July 24, 2023.

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

- Appointment of Ms. Jennifer Galvin to a three-year term on the Park Board at the recommendation of Vice Mayor Curd.
- Appointment of Mr. Mark Cough to a three-year term on the Bartlesville Library Trust Authority at the recommendation of Councilman Roszel.
- 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

- 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

- 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.
- Magazine/Newspaper Subscription Service Proposal between Rivistas Subscription Service and the Bartlesville Public Library/City of Bartlesville for Fiscal Year 2023-2024.
- 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.
- 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.
- 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

- Bartlesville NEXT Progress Report – August 2023.

f. Receipt of Financials

- 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

Mayor Copeland read the consent docket in its entirety.

Ms. Roane moved to approve the consent docket as presented, seconded by Mr. Dorsey.

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

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.

Ms. Roane moved to award Bid No. 2023-2024-003 to Brent Bell construction, Nowata, OK, in the amount of \$676,407.52, seconded by Vice Mayor Curd.

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

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.

Mr. Kane reported that the staff reached an agreement with the IAFF, which will last through June 30, 2024. Major negotiated revisions to the proposed contract were updated pay scale reflecting a 7% increase for battalion chiefs and a 6% increase for all other ranks; and updates to emergency and minimum-manning call-back provision which satisfies long standing IAFF concerns. He concluded that except for these, the contract contains largely the same provisions as the 2022-2023 and previous contracts.

Vice Mayor Curd moved to approve the Collective Bargaining Agreement between the IAFF and City of Bartlesville as presented, seconded by Ms. Roane.

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

Mayor Copeland expressed his appreciation of the IAFF and City staff working together to get the agreement accomplished.

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.

Mr. Curtis reported that it is essential for the community to have an official name for the soccer area at Robinwood Park to facilitate recognition and navigation for residents and visitors alike. Upon conducting research in the historical naming of the soccer field, but there was no documentation located specifically referencing the naming of the soccer area. The Park Board is recommending that the soccer fields be named in honor of Joe Bares, a prominent local soccer coach and advocate. Mr. Bares 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 residents. He provided the details of the sign that will follow along with the appropriate graphics and imagery that reflect the City sign standard.

A brief discussion covered if any research uncovered the area being named for Larry Benbrook, to which Mr. Curtis responded none was found. He added that the City's historical archivist, Debbie Neece, was very helpful in the research.

Vice Mayor Curd moved to approve naming the soccer fields at Robinwood Park to "Joe Bares Soccer Complex", as presented, seconded by Mr. Dorsey.

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

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.

Mr. Curtis reported the City Planning Commission 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. He stated that 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. He concluded by listing the objectives of the committee.

A brief discussion covered that Ms. Roane and Mr. Dorsey would like to volunteer to sit on the committee, and that Mr. Dorsey recommended Mr. Cody Meade as the citizen representative.

Vice Mayor Curd moved to appoint Billie Roane and Trevor Dorsey as City Council representatives; Cody Meade as the citizen representative; and Quinn Schipper and Sarah Freeman as City Planning Commission representatives, seconded by Ms. Roane.

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

12. New Business.

There was no new business to address.

13. City Manager and Staff Reports.

Mr. Bailey thanked everyone for attending and speaking during the Citizens to be Heard portion of the meeting. He added his appreciation of the work, effort and care that the current City Council provides caring the City and its citizens, and he is grateful for all that they do. He added his respect and appreciation for City Attorney Kane as well.

Mr. Bailey reported that:

The cover over Civitan Park has been removed to be repaired and the Park has re-opened. Once the cover is repaired, the park will close temporarily again to re-install it.

Frontier Pool is now closed. He thanked the City Council, YMCA and staff for getting the pool up and running over the past two weeks.

The City's payment system will be offline August 14 and 15 while upgrades are being conducted. In-person payment of any kind cannot be processed, although utility bills and municipal court payments may still be made online. Permits will not be issued, there will be no disconnects, no late payment fees, and no warrants issued for these two days. There will be no Municipal Court held on the 15th.

He encouraged citizens to access the sidewalk survey link on the City's website and submit their opinions.

There will be a street closure on Fifth Street just east of Bucy Avenue for storm drain repairs from August 8-11.

He concluded with a water supply report. Over all water supply is at 74.6%.

14. City Council Comments and Inquiries.

Vice Mayor Curd expressed his appreciation of the citizens who spoke tonight in favor of himself and the other City Council members, as well as the two citizens who read the resolution. He added that he was very proud to work alongside his fellow Councilmembers.

Mayor Copeland stated that he was glad to be back after missing two meetings. He encouraged citizens to sign up for City Bea to stay up to date on City issues. He also reported that he spoken with the City's U.S. Senators who continue to assist with water storage issues.

Ms. Roane stated her appreciation of citizens who did a great job conserving water through a critical time. She added that she hoped everyone would continue to be good stewards of water resources.

15. There being no further business to address, Mayor Copeland adjourned the meeting at 6:47 p.m.

Dale W. Copeland, Mayor

Jason Muninger, CFO/City Clerk

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action on a request to appoint Amos Radlinger to the Board of Adjustment.

Attachments:

Application – Amos Radlinger

II. STAFF COMMENTS AND ANALYSIS

Staff is making a recommendation to appoint Amos Radlinger to the Board of Adjustment, replacing Laura Jensen, who has completed her second full term on the board. This appointment comes after careful consideration of Mr. Radlinger's qualifications and dedication to community service.

Background:

The Board of Adjustment is an appointed administrative body with quasi-judicial powers derived from Oklahoma State Statutes. The Board of Adjustment hears requests for variances, special zoning permits, appeals, and alleged errors in law regarding an order, requirement, decision, or determination made by an administrative official in the enforcement of the zoning regulations. It is an essential component of planning and zoning.

Appointment of Amos Radlinger:

After an extensive review of potential candidates, Amos Radlinger emerged as an excellent nominee to join the Board of Adjustment. Mr. Radlinger has served on the Hops for Hope Committee supporting Ray of Hope, as well as the Run the Ville Race Committee, for the last several years. He is a local realtor and has also served on the Bartlesville Park Board since 2017. He is also a Leadership Bartlesville alumnus. Mr. Radlinger's interest in serving on the Board of Adjustment stems from a desire to see each board and committee work for the betterment of Bartlesville.

III. RECOMMENDED ACTION

Appointment of Amos Radlinger to the Board of Adjustment.

From: no-reply@bitbrilliant.com <no-reply@bitbrilliant.com>

Sent: Monday, July 24, 2023 4:58 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:
<ul style="list-style-type: none">• Bartlesville Convention & Visitors Bureau• Bartlesville Development Authority• Bartlesville Redevelopment Trust Authority• City Board of Adjustment• City Planning Commission
Name
Amos Radlinger
Address
3433 Hawthorne Ct. Bartlesville, OK 74006 Map It
Cell Phone
(918) 766-2361
Email
amosottis@hotmail.com
Ward Number
Ward 2
What in your background qualifies you for service on the committees chosen (volunteer work, education, employment)?
I have spent that last 5.5 years on the Park Board. I am also a local Realtor. I stay fairly active in our community. I do have some background in hospitality and tourism.
Tell us about your previous community involvement and the duration of your involvement.
I have been on the Park Board for the last 5.5 years. I serve on the Hops for Hope Committee supporting Ray of Hope for 6 years now. I have served on Run the Ville Race Committee for about 4 years. I am an alumni of Leadership Bartlesville.
What would you like to see this board, commission, committee or authority accomplish?
I would like to see each board and committee work for the betterment of Bartlesville. We need to continue to strengthen and grow out beautiful community.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action on a request to appoint Jonathan McCormick Jr. to the Board of Adjustment.

Attachments:

Application - Jonathan McCormick

II. STAFF COMMENTS AND ANALYSIS

Staff is making a recommendation to appoint Jonathan McCormick to the Board of Adjustment, replacing Brady Haffner, who has completed his second full term on the board. This appointment comes after careful consideration of Mr. McCormick's qualifications and dedication to community service.

Background:

The Board of Adjustment is an appointed administrative body with quasi-judicial powers derived from Oklahoma State Statutes. The Board of Adjustment hears requests for variances, special zoning permits, appeals, and alleged errors in law regarding an order, requirement, decision, or determination made by an administrative official in the enforcement of the zoning regulations. It is an essential component of planning and zoning.

Appointment of Jonathan McCormick Jr.:

After an extensive review of potential candidates, Jonathan McCormick Jr. emerged as an excellent nominee to join the Board of Adjustment. Mr. McCormick is an Eagle Scout and has participated in numerous community service projects in earning this distinction. He has served as a Precinct Clerk/Precinct Judge for the Washington County Election Board since 2022. He views planning and zoning as important contributing factors that enable Bartlesville to continue to thrive as a place to live and work. His analytical approach aligns well with the role of the Board of Adjustment.

III. RECOMMENDED ACTION

Appointment of Jonathan McCormick Jr. to the Board of Adjustment.

Elaine Banes

From: ian@bitbrilliant.com
Sent: Saturday, June 10, 2023 3:46 PM *Reed*
To: Elaine Banes
Subject: New submission from Application for City Boards, Commissions, Committees & Trust Authorities

*cc: Larry Curtis
Billie Roane*

CAUTION: External Source. THINK BEFORE YOU CLICK!

Please check the ones you wish to serve on:

- City Board of Adjustment
- City Planning Commission

Name

Jonathan McCormick Jr.

Address

623 Palmetto, RM M
Bartlesville, OK 74003
[Map It](#)

Cell Phone

(918) 886-0202

Email

mccormick9@protonmail.com

Ward Number

4

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

I am a skilled researcher and an independent thinker.
I live and work in Bartlesville.
I recognize the importance of smart planning and smart rules. Planning (in governmental, entrepreneurial, and personal contexts) helps us to create spaces that our community finds fulfilling for a diverse range of needs.
In 2019, I graduated high school with highest honors, and received the President's Award for Educational Excellence.
I am continuing my education in a self-directed manner through studying books, online resources, etc.

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

I currently work as a Technical Support Analyst for a local employer.
I became an Eagle Scout in 2016 in BSA Troop 2000. While in Scouts, I participated in numerous community service projects, and performed many hours of in-uniform service cleaning litter from the streets of Oak Park (which contributed to me eventually earning the 2015 Arrowman Service Award). My leadership roles in Scouting included, but were not limited to Patrol Leader, Den Chief, Assistant Patrol Leader, Patrol Scribe, & Troop Historian.
I served as a Page in the Oklahoma State Senate in 2018.
I served as a Precinct Clerk/Precinct Judge for the Washington County Election Board from 2022-present.
From September 2022-present, I started attending Bartlesville City Council meetings and speaking during multiple "Citizens to be Heard" times.

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

I would like to see Bartlesville continue to thrive as a place to live and work. Planning, zoning, and such can have a significant impact on those things, since they can control what property owners and developers are and are not allowed to build or do on

each property. As of this writing, I don't really have any firm agenda. But what I do have is two ears, a brain, and a mouth. I can listen. I can think. And I can express what actions I think are best based on the available evidence.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A resolution amending the budget of the City of Bartlesville for fiscal year 2023-24 appropriating Grant Funds from the Cherokee Nation for the Restricted Revenue Fund.

Attachments:

A resolution amending the Budget for the City of Bartlesville for fiscal year 2023-2024. Appropriating Cherokee Nation Grant Revenue for the Restricted Revenue Fund

II. STAFF COMMENTS AND ANALYSIS

The City of Bartlesville's Fire Department applied for and received a \$50,000 grant from the Cherokee Nation for public Safety. These funds are restricted for use for this purpose and therefore will be recorded in the Restricted Revenue Fund. These funds must be appropriated prior to their expense.

III. BUDGET IMPACT

Budgetary impact nets zero, \$50,000 increase in revenue and \$50,000 increase in expenditure.

IV. RECOMMENDED ACTION

Staff Recommends approval of resolution to appropriate funds.

RESOLUTION _____

A RESOLUTION AMENDING THE BUDGET OF THE CITY OF BARTLESVILLE, OKLAHOMA FOR FISCAL YEAR 2023–2024, APPROPRIATING UNBUDGETED REVENUE FOR THE RESTRICTED REVENUE FUND.

WHEREAS, THE City of Bartlesville has received a grant from the Cherokee Nation in the amount of \$50,000; and

WHEREAS, the City of Bartlesville needs to appropriate \$50,000 of these revenues prior to their expenditure;

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

The Fire Dept (150) of the Special Revenue Fund (243) shall be increased as follows:

General Supplies (53310)	\$ 50,000
--------------------------	-----------

APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 5th DAY OF SEPTEMBER, 2023.

Mayor

Attest:

City Clerk

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action to approve a Resolution adopting the City of Bartlesville Section 3 Plan for the FY 2021 Community Development Block Grant –Coronavirus Relief Grant (Contract #18111 CDBG CR 20).

Attachments:

- Resolution
- Section 3 Plan

II. STAFF COMMENTS AND ANALYSIS

The requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, apply to HUD-assisted public construction projects when the total amount of assistance to the project exceeds \$200,000 and the assistance is committed on or after July 1, 2021.

The City of Bartlesville was awarded a HUD grant of \$936,189.33 through the FY 2021 Community Development Block Grant – Coronavirus Relief Grant for rent, utility, and mental health assistance to residents. A modification to the grant was approved for \$485,378.34 of that grant to be used for the rehabilitation public facilities to improve indoor air quality and ventilation to prevent the spread of Coronavirus and other airborne illness or disease. With this modification, therefore, the requirements of Section 3 now shall apply to this project.

In proceeding with the release of funds for this grant, the Council must adopt a Section 3 Plan that assures, to the greatest extent feasible, that opportunities for employment, training, and contracts are provided to Section 3 workers and businesses who reside in/are located in the City of Bartlesville.

III. RECOMMENDED ACTION

Staff recommends approval of the Resolution adopting the City of Bartlesville Section 3 Plan for the FY 2021 Community Development Block Grant.

RESOLUTION _____

A RESOLUTION ADOPTING THE CITY OF BARTLESVILLE SECTION 3 PLAN FOR THE FY 2021 COMMUNITY DEVELOPMENT BLOCK GRANT – CORONAVIRUS RELIEF GRANT (CONTRACT #18111 CDBG CR 20).

WHEREAS, the City of Bartlesville has been awarded contract number 18111 CDBG CR 20 from the Oklahoma Department of Commerce, FY 2021 Community Development Block Grant Program; and

WHEREAS, the City of Bartlesville is required by the Oklahoma Department of Commerce and Section 3 of the Housing and Urban Development Act of 1968 to adopt a Section 3 Plan; and

WHEREAS, the Section 3 Plan is intended to ensure, to the greatest extent feasible, that training and employment opportunities generated by the U.S. Department of Housing and Urban Development projects be given to low income residents of the Section 3 project area and that contracts for work in connection with this project be awarded to qualified Section 3 Business Concerns; and

WHEREAS, if awarded, it is the intention of the City of Bartlesville to implement its FY 2021 CDBG project activities in accordance with all program regulations including the said Section 3 requirements; and

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

The City Council of the City of Bartlesville does hereby adopt the FY 2021 CDBG Section 3 Plan, which is attached hereto as “Attachment A” and made a part hereof.

APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 5TH DAY OF SEPTEMBER, 2023.

Mayor Dale Copeland

ATTEST:

City Clerk



SECTION 3 PLAN

City of Bartlesville FY 2021 CDBG-CORONAVIRUS RELIEF GRANT

The City of Bartlesville agrees to implement the following affirmative steps to comply with the Section 3 requirements set forth at 24 CFR 75 directed at increasing the utilization of lower income residents and businesses within project site.

- A. To implement Section 3 requirements by seeking the assistance of local officials in determining the exact boundaries of the applicable project area.
- B. To attempt to recruit from within the City the necessary number of lower income residents through local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this Section 3 plan in all bid documents, and to require all bidders to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To ensure that all appropriate project area business concerns are notified of pending sub contractual opportunities.
- F. To maintain records, including copies of correspondence, memoranda, etc., which document that all the above affirmative action steps have been taken.
- G. To appoint or recruit an executive official as Equal Opportunity Officer (EOO) to coordinate the implementation of this Section 3 plan.
- H. To list all permanent workforce for this project by job title.
- I. To list all projected workforce needs for this project by job classification and time frame for potential hire.

As officer and representative of the City of Bartlesville, I, the undersigned, have read and fully agree to the above and become a party to the full implementation of this program.

Mayor Dale Copeland

Date

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and approve a contract between the City of Bartlesville/Bartlesville Public Library Literacy Services and the Oklahoma Department of Libraries.

Attachments: Community Literacy Grant Contract No: F-24-09

II. STAFF COMMENTS AND ANALYSIS

The Bartlesville Public Library is grateful to receive this grant again this year. These grant monies pay the salary for the Literacy Assistant Position. We are pleased this year's amount is \$9,600.00. The amount will fund the position for 20 hours per week at \$12.10 per hour for the majority of this fiscal year.

The Literacy Assistant position is vital to the success of the department. Working with students and tutors, providing statistical information to the Oklahoma Department of Libraries, administrating the *Casas* assessment tests to students, and working with the Coordinator on all programs, events, and classes sponsored by the Literacy Department.

III. RECOMMENDED ACTION

Staff recommends City Council approval of this contract.

CONTRACT
BETWEEN THE OKLAHOMA DEPARTMENT OF LIBRARIES
AND CITY OF BARTLESVILLE / BARTLESVILLE PUBLIC LIBRARY LITERACY PROGRAM

I. CONTRACTING PARTIES

The contracting parties are the Oklahoma Department of Libraries, a state agency (Department), and City of Bartlesville / Bartlesville Public Library Literacy Program (Contractor), collectively known as the Parties.

II. TERM OF THE CONTRACT

This Contract shall begin on August 1, 2023, and shall terminate on June 30, 2024.

- a. In the event the Contractor fails to comply with the terms and conditions of this Contract, the Department may, upon written notice of such non-compliance, cancel the Contract effective upon receipt of notice. Such cancellation shall be in addition to any other rights and remedies provided for by law.
- b. The Parties of this Contract understand and acknowledge any future contracts or renewals are not automatic nor implied.

III. OBLIGATIONS OF THE CONTRACTOR

The Contractor shall render diligently and competently the services as indicated and in the manner set forth herein which shall be binding on the Parties of this Contract.

The Contractor shall:

- a. Provide one-to-one or small group instruction to adults.
- b. Track student and personnel hours using an ODL approved tracking system. Update information in the system on a monthly basis or as requested by the Department.
- c. Maintain security measures for confidentiality of all student records by using secure computer passwords and storing all paper records in locked file cabinets when not in use.
- d. Conduct student assessments and reassessments with the Comprehensive Adult Student Assessment System (CASAS) or approved alternative.
- e. Submit the final report to the Department by July 10, 2024. The report will include a Narrative, Expenditure Report, and Programs and Statistics Report.

IV. OBLIGATIONS OF THE DEPARTMENT

The Department shall:

- a. Process grant payment to Contractor upon receipt of notarized claim form.
- b. Maintain regular communication and provide technical assistance as needed.

- c. Review and approve the final report.

V. PROJECT FUNDING

In accordance with the terms of this Contract, the Department approves **Nine Thousand Six Hundred Dollars (\$9,600)** for the provision of instructional services for adult learners.

- a. Funds will be distributed in one payment upon receipt of a signed claim form. Payment claim should be filed with the Department a minimum of fourteen working days prior to the date of expected receipt of payment. Final reports for any previous departmental literacy grants must be satisfactorily completed and approved before new claims will be processed.
- b. Contracts may be amended in the event of state budget shortfall.
- c. The contractor must use travel forms and time sheets to document travel reimbursements and salaries. Copies of completed forms must be kept on file with the Contractor.
- d. Expenditures must conform to the approved budget and to applicable State laws and regulations and are subject to all conditions of this Contract. Any deviation from the approved budget must be approved by the Department.
- e. Funds may not be used for depreciation of equipment, insurance, food, medical treatment, or childcare.
- f. Payments will be made via electronic deposit within two weeks of receipt of completed and approved claim form and support documents.
- g. Expenditures under this contract shall be included in the next financial review or audit.

VI. GENERAL PROVISIONS

- a. Notices

Any notices to be given herein are deemed to be given when deposited with the United States Postal Service, certified or registered mail, return receipt requested, with sufficient postage prepaid, addressed as specified below. Either party may at any time designate any other address by giving written notice to the other party.

As to the Department:

Oklahoma Department of Libraries
Attn: Leslie Gelders
200 NE 18 Street
Oklahoma City, OK 73105-3205

As to the Contractor:

Bartlesville Public Library Literacy
Program
Attn: Karen Kerr-McGraw
600 South Johnstone
Bartlesville, OK 74003

- b. Grant of Authority

Nothing herein shall be construed as conferring upon Contractor the authority to assume or incur any liability or obligation of any kind, expressed or implied, in the name of or on behalf of the Department. The Contractor agrees not to assume or incur any such liability without the prior written consent of the Department.

c. Performance Suspension

Performance may be suspended by either party for any act of God, war, riots, fire, explosion, strike, injunction, inability to obtain fuel, power, labor, or transportation, accident, national defense requirements, or any cause beyond the control of such party, which prevents the performance of such party. An alleged breach of this Contract by either party shall be grounds for immediate suspension of performance.

d. Liability

The Department shall not be liable for any injuries or damages to persons or property resulting from the acts or omissions of the Contractor, its officers, employees, agents, or trustees, in carrying out the activities of this Contract.

e. Accident or Illness

The Contractor agrees that any accident or illness during the performance of the Contract will not be the responsibility of the Department and will in no way hold the Department liable for such accident or illness.

f. Understanding of Terms

The Parties hereto have read and fully understand the terms of this Contract and agree to be bound by the same.

VII. RECORDS MAINTENANCE AND ACCESS REQUIREMENTS

The Contractor agrees to keep and maintain separate records reflecting the services performed and costs and expenses incurred in connection with its performance of the services, including accounting procedures, practices or any other relevant items for a period of five (5) years from the ending date of this Contract. Upon reasonable notice, the Department, the State Auditor's Office, the State Purchasing Director, or their representatives, shall be entitled to any books, records, and other documents and items directly pertaining to charges to the Department thereunder for purpose of audit and examination, at Contractor's premises during normal business hours. The Contractor further agrees to provide appropriate access by the aforementioned parties to any subcontractor's associated records. In the event any audit, litigation, or other action involving these pertinent records is started before the end of the five (5) year period, the Contractor agrees

to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later.

VIII. ADDITIONAL REQUIREMENT

It is expressly agreed that the Contractor under this contract is an independent Contractor and under no circumstances shall its owners, officers, employees or volunteers of the Contractor be considered employees of the Department or the State of Oklahoma. The Contractor is responsible for all types of claims due its volunteers, employees, or any third parties. The Contractor will indemnify and hold harmless the Department and the State of Oklahoma from and against any and all claims arising out of the Contractor's, or any of the Contractor's employees' or volunteers' performance, including but not limited to the use of automobiles or other transportation.

- a. The Contractor shall not discriminate against any person because of race, color, religion, ancestry, gender, age, national origin or physical handicap.
- b. In the event the Contractor does not comply with the terms of this Contract, including the timetable, budget, and objectives, the Contractor will be given written notification of such noncompliance by the Department. The Contractor may appeal for reconsideration by giving written evidence of compliance within twenty (20) days following receipt of such notification. Should noncompliance be confirmed, the Department may take possession of items purchased under this Contract for reassignment to other programs and projects.
- c. Evidence of failure to comply with the above policies shall result in a hold being placed on pending payments for all future contracts until compliance can be assured.
- d. It is expressly agreed that any solicitation for, or receipt of, funds of any type by the Contractor is for the sole benefit of the Contractor and is not a solicitation for, or receipt of, funds for the Department.
- e. In the event the Contractor purchases equipment and materials, and the program or project for which the purchases were made is abandoned, the Department reserves the right to reclaim all items purchased under this contract.
- f. The Contractor will comply with regulations under the Open Meetings Act and the Open Records Act.

VIII. PROJECT TIMETABLE

- a. The terms of this Contract shall be from August 1, 2023 to June 30, 2024. The contract period may be renewed at the discretion of the Department.

- b. The final report is due July 10.
- c. If this Contract is not signed by both parties within forty-five days of the beginning date, it shall become null and void.

IX. AMENDMENTS

Any alterations, additions, or deletions to the terms of this Contract shall be in writing and executed by all Parties.

X. ENTIRE CONTRACT

This instrument consisting of six (6) pages constitutes the entire contract between the Parties. All oral or written agreements between the Parties relating to the subject matter of this Contract have been reduced to writing and are contained herein.

XI. EXECUTION OF CONTRACT

The Contractor affirms that all information, documentation, and representations submitted in securing this Contract are true and correct to the best of their knowledge.

The Contractor certifies that neither the Contractor, nor anyone subject to the Contractor's direction or control, has paid, given, or donated, or agreed to pay, give, or donate to any officer or employee of the Department or the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this Contract.

Each signatory to this Contract declares that he/she has legal authority for obligating the entity he/she represents for the benefits and/or liabilities resulting under said contract and accepts liability for any misrepresentation of such authority.

IN WITNESS WHEREOF, the Contractor and the Department have each caused this Contract to be executed in their behalf.

SIGNATURES

Karen Kerr-McGraw
Karen Kerr-McGraw (Aug 7, 2023 12:05 CDT)

Karen Kerr-McGraw, Program Director
Bartlesville Public Library Literacy
Program
Date Aug 7, 2023

Natalie Currie, Director
Oklahoma Department of Libraries
Date

~~JS Muninger, CFO/City Clerk~~ Dale Copeland, Mayor
City of Bartlesville

Date

FOR USE BY THE OKLAHOMA DEPARTMENT of LIBRARIES
Assurances: Fund 19401 is encumbered for this Contract

Lead Officer approval: JMcLeod Date Aug 7, 2023
Business Mgr. approval: Leslie Goldens Date Aug 7, 2023

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and approve the Citizenship Grant Contract between the Oklahoma Department of Libraries and the City of Bartlesville/Bartlesville Public Library

Attachment: Citizenship Grant, # F-24-45

II. STAFF COMMENTS AND ANALYSIS

The annual Citizenship Grant funds the salary of the Immigration/Citizenship Literacy Assistant. She promotes citizenship by providing the resources, information, and training to area residents. She hosts five classes each week: two Citizenship Classes, a Spanish Conversation Class, and two ELL (English Language Learners) Classes.

III. RECOMMENDED ACTION

Staff recommends City Council approval of the Citizenship Grant, # F-24-45.

LSTA Terms and Conditions Agreement
Bartlesville Public Library Literacy Services

It is understood that participation in this grant involves an agreement to accept and adhere to the following regulations and conditions:

The sub-recipient will fulfill the grant described in the contract. In fulfilling this grant, the sub-recipient shall follow all state and local laws, rules, regulations, standards, and procedures required subject to Federal statutes, and regulations including, but not limited to, those enumerated in these Terms and Conditions.

Nondiscrimination Statutes

The sub-recipient must have a nondiscrimination policy in place that prohibits discrimination on the basis of disability, sex, age, race, color, or national origin. Sub-recipient's policies must comply with federal statutes and regulations for programs or activities funded in whole or in part by the Institute of Museum and Library Services.

Drug-free Workplace

Maintenance of a drug free workplace is the responsibility of the sub-recipient. All sub-recipients are prohibited from unlawfully manufacturing, distributing, dispensing, possessing, or using a controlled substance in or on workplace facilities or property. Additionally, this applies to all individuals or entities under contract using grant funds.

Debarment and Suspension

The sub-recipient's Director certifies to the best of his/her knowledge that neither the applicant nor any of its principals or contractors are presently excluded or disqualified or have been convicted within the preceding three years of any offenses listed in 2 C.F.R. or have been criminally or civilly charged by a government entity.

Limited English Proficiency

Federal regulations require that sub-recipients take reasonable steps to ensure meaningful access to the information, program, and services they provide to people with limited English proficiency (LEP). Any future possible sub grants and programs should consider language assistance services, if appropriate, when designing projects and requesting funds.

Conflict of Interest

The sub-recipient must maintain written standards of conduct covering conflicts of interest and governing the performance of their employees engaged in the selection, award, and administration of sub-awards and contracts. Employees may not participate in the selection, award, or administration of a sub-award or contract paid with Federal award funds if they have a real or apparent conflict of interest. A conflict of interest would arise when the employee, any member of their immediate family, a partner, or an organization has a financial or other interest or a tangible personal benefit from an organization considered for a sub-award or contract.

Grant Funds Expenditures

Federal funds for the purchase of materials as part of a grant must be used specifically for instituting new services or to supplement present services as required by the project.

Lobbying

The cost of certain influencing activities associated with obtaining grants, contracts, cooperative agreements, or loans is unallowable. Costs of membership in organizations engaged in lobbying are unallowable. 2 CFR 200.450

Trafficking in Persons

The sub-recipient must comply with Federal law pertaining to trafficking in persons. The Federal agency (IMLS) may terminate the grant or take other authorized actions if the recipient or sub-recipient engages in or uses labor recruiters, brokers or other agents who engage in trafficking in persons, the procurement of a commercial sex act, the use of forced labor, or acts that directly support or advance the trafficking in persons during the time the award is in effect.

Indirect Costs

When acting as a pass-through entity, the State Library Administration Agency (SLAA) is required to honor a sub-recipient's federally negotiated indirect cost rate if one already exists. If no such rate exists, the SLAA must honor either a rate negotiated between the SLAA and the sub-recipient (in compliance with federal guidelines) or the minimum rate of 10 percent of the sub-recipient's modified total direct costs (MTDC). Sub-recipients may elect not to claim any indirect costs. See 2 CFR 200.331

Certification of Indirect Costs must be provided if sub-recipient claims a negotiated indirect cost rate. If an indirect cost rate of up to 10 percent is claimed, charges must directly relate to the project and an itemized budget must be provided.

Grant Amount Payment

The Federal share of expenditures under this grant may not exceed the amount granted unless such expenditures have been approved by the Lead Officer.

Accounting and Record Keeping

The sub-recipient will account separately for all funds expended for the project. All records and final expenditures and grant information must be kept readily available for five years. Accounting records shall be supported by source documentation such as canceled checks, paid bills, contracts, etc. A copy of all invoices paid shall be kept in the file. The invoices must be marked with the check number for identification.

Federal or State Monitoring

The Federal grantor agency, the Comptroller General of the U.S. or other duly authorized representative, the Governor and the State Auditor or their designees shall have the right at reasonable notice to examine the books, records, and other compilations of data of the sub-recipient which pertain to the performance of the provisions and requirements of this Agreement per 45 CFR 1183.36 and Executive Order 195 of April 27, 1981.

Oklahoma Department of Libraries Monitoring

The Oklahoma Department of Libraries (ODL) may conduct on-site or off-site monitoring reviews of the project during the term of this agreement and up to ninety (90) days after it expires or is otherwise terminated. The sub-recipient shall extend its full cooperation and give full access to the project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among

other things:

- a. whether project activities are consistent with those set forth in the grant contract and the grant application;
- b. that actual expenditure of state, local and/or private funds expended to date on the project is in conformity with the amounts for each budget line item and that unpaid costs have been properly accrued;
- c. that sub-recipient is making timely progress with the project, and that its project management, financial management, control systems, and procurement requirements are fully and accurately reflected in project reports submitted to ODL; and/or
- d. that sub-recipient is retaining copies of all informational materials, surveys, videos, and advertising in an organized fashion for a period of five years.

Acknowledgments

Any publication or presentation resulting from this grant must contain the following acknowledgment:

"This project was supported in whole or in part by the Institute of Museum and Library Services. Opinions expressed in this publication or presentation do not necessarily reflect the position or policy of the Oklahoma Department of Libraries or IMLS and no official endorsement by those entities should be inferred."

The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for Federal government purposes, the copyright of any work developed as a part of this grant.

Advertisements

The sub-recipient will acknowledge, according to regulations, Federal funding in all printed materials, newspaper coverage and interviews, program notes, catalogs, annual reports, and other publicity pertaining to the project. In all cases, the following phrase must be used:

"This project is funded through the Oklahoma Department of Libraries with a federal grant from the Institute of Museum and Library Services through the Library Services and Technology Act."

Note: You may add "in part" if there are multiple funding partners.

Record Retention

The sub-recipient will retain for five years a minimum of one copy of all publications, informational materials, surveys, videotapes, films, union list, or other such materials produced as a result of this LSTA project.

Future Eligibility

To maintain eligibility for future grants, the sub-recipient must submit a final narrative and financial report as required by the Oklahoma Department of Libraries. The sub-recipient will retain copies of all reports for a period of five years.

Grant Close-out

Close-out of the grant does not affect regulations concerning retention of all programmatic and financial records (45 CFR 1183.42), recovery of disallowed expenditures resulting from an audit, and equipment responsibilities.

Internet Safety

Children’s Internet Protection Act (CIPA) compliance is required when using federal funds to pay for internet access or to purchase any device that provides access to the internet, which includes laptops, tablets, and hotspots. Your library must have:

1. An Internet safety policy
2. A technology protection measure, such as a filter
3. A hearing or meeting about the Internet safety policy and technology protection measure, as advertised through a public notice (prior to enacting the policy)

Suspension or Termination

This agreement may be suspended or terminated upon the recommendation of the Federal Programs Officer and the approval of the Director of the Oklahoma Department of Libraries if there is failure to comply with the terms of the contract or Terms and Conditions Agreement. Should the project be suspended or terminated, no additional ODL grants will be awarded unless specifically authorized by the ODL Director.

Authority

Each signatory to this document declares that he/she has legal authority for obligating the entity he/she represents for the benefits and/or liabilities resulting under said agreement and accepts liability for any misrepresentation of such authority.

Bartlesville Public Library Literacy Services

Name of Organization

Signature of Authorized Official

J.S. Muninger

Print Name

CFO/City Clerk

Title

Date

CONTRACT
BETWEEN THE OKLAHOMA DEPARTMENT OF LIBRARIES
AND THE CITY OF BARTLESVILLE

I. CONTRACTING PARTIES

The contracting parties are the Oklahoma Department of Libraries, a state agency (Department), and the City of Bartlesville, a municipal government (Contractor), collectively known as the Parties.

II. TERM OF THE CONTRACT

This Contract shall begin on the date of execution and shall terminate on August 30, 2024.

- a. In the event the Contractor fails to comply with the terms and conditions of this Contract, the Department may, upon written notice of such non-compliance to the Contractor, cancel the Contract effective upon receipt of notice. Such cancellation shall be in addition to any other rights and remedies provided for by law.
- b. The Parties of this Contract understand and acknowledge any future contracts or renewals are not automatic nor implied by this Contract.

III. OBLIGATIONS OF THE CONTRACTOR

The Contractor shall render diligently and competently the services as indicated and in the manner set forth herein which shall be binding on the Parties of this Contract.

The Contractor shall:

- a. Use grant funds to provide resources, information, and training to promote citizenship information in the community as described in the approved Immigration and Citizenship Grant proposal.
- b. Collaborate with a minimum of two community partners.
- c. Agree to and sign the *LSTA Terms and Conditions Agreement*.
- d. Publicize receipt of LSTA grant and project activities in at least three formats (newspaper, social media, website, presenter, etc.).
- e. Reference, in all publicity, the Institute of Museum and Library Services (IMLS) and ODL.
- f. Maintain signed contracts for all presenters and instructors paid with grant funds.
- g. Follow conflict of interest policy when selecting presenters, instructors, and vendors.
- h. Participate in citizenship networking calls, meetings, and training provided by the Department.
- i. Collect required statistics and maintain copies of all related print information.

- j. Spend or encumber grant funds by June 15, 2024. Any funding not spent or encumbered must be returned to the Department no later than August 1, 2024.
- k. Project activities must end on or before July 31, 2024.
- l. Submit the Final Report to the Department by August 15, 2024. The report will include a Narrative, Expenditure Report, and Programs and Statistics Report.

IV. OBLIGATIONS OF THE DEPARTMENT

The Department shall carry out the subsequent administrative responsibilities:

- a. Approve proposal, and provide a contract, *LSTA Terms and Conditions Agreement*, and claim form to the Contractor.
- b. Process grant payment to the Contractor upon receipt of notarized claim form.
- c. Provide professional development opportunities for citizenship literacy grantees.
- d. Provide technical assistance and resources as needed.
- e. Provide a means for citizenship literacy grantees to network and exchange information.
- f. Review and approve the Final Report.

V. PROJECT FUNDING

In accordance with the terms of this Contract, the Department will grant **Fourteen Thousand Dollars (\$14,000.00)** to provide citizenship literacy services.

- a. Expenditures for this project must conform to the approved budget and to applicable local, state, and federal laws and regulations, and are subject to all conditions of this Contract. Any deviations from the approved budget must be approved by the Department.
- b. Grant funds may not be used for medical treatment, medication, refreshments, or giveaways.
- c. Payment will be made via electronic deposit within 30 days of receipt of the notarized claim form.
- d. The Contractor assures that expenditures under this Contract will be included in its next regular audit.

VI. GENERAL PROVISIONS

- a. Notices

Any notices to be given herein are deemed to be given when deposited with the United States Postal Service, certified or registered mail, return receipt requested, with sufficient

postage prepaid, addressed as specified below. Either party may at any time designate any other address by giving written notice to the other party.

As to the Department:

Oklahoma Department of Libraries
Attn: Leslie Gelders
200 NE 18th Street
Oklahoma City, OK 73105-3205

As to the Contractor:

Bartlesville Public Library Literary Services
Attn: Karen Kerr-McGraw
600 South Johnstone
Bartlesville, OK 74003

b. No Grant of Authority

Nothing herein shall be construed as conferring upon Contractor the authority to assume or incur any liability or obligation of any kind, expressed or implied, in the name of or on behalf of the Department. The Contractor agrees not to assume or incur any such liability without the prior written consent of the Department.

c. Performance Suspension

Performance may be suspended by either party for any act of God, war, riots, fire, explosion, strike, injunction, inability to obtain fuel, power, labor, or transportation, accident, national defense requirements, or any cause beyond the control of such party, which prevents the performance of such party. An alleged breach of this Contract by either party shall be grounds for immediate suspension of performance.

d. Liability

The Department shall not be liable for any injuries or damages to persons or property resulting from acts or omissions of the Contractor, its officers, employees, agents, or trustees, in carrying out the activities of this Contract.

e. Accident or Illness

The Contractor agrees that any accident or illness during the performance of this Contract will not be the responsibility of the Department and in no way holds the Department liable for such accident or illness.

f. Understanding of Terms

The Parties hereto have read and fully understand the terms of this Contract and the *LSTA Terms and Conditions Agreement* and agree to be bound by the same.

VII. RECORDS MAINTENANCE AND ACCESS REQUIREMENTS

The Contractor agrees to keep and maintain appropriate books and records reflecting the services performed and costs and expenses incurred in connection with its performance of the services, including accounting procedures, practices or any other items relevant to this Contract, for a period of seven (7) years from the ending date of this Contract. Upon reasonable notice, the Department, Office of the Attorney General (OAG), the State Auditor's Office, the State Purchasing Director, or their representatives, shall be entitled to any books, records, and other documents and items for purpose of audit and examination at Contractor's premises during normal business hours. The Contractor further agrees to provide appropriate access by the aforementioned parties to any subcontractor's associated records. In the event any audit, litigation, or other action involving these pertinent records is started before the end of the seven (7) year period, the Contractor agrees to retain these records until all issues arising out of the action are resolved or until the end of the seven (7) year period, whichever is later.

VIII. VENUES AND APPLICABLE LAW

If any legal action is taken to enforce the terms of this contract, the Parties agree that the venue for all legal action is Oklahoma City, Oklahoma. This contract shall be governed by and construed in accordance with the laws of the State of Oklahoma.

IX. ADDITIONAL REQUIRMENTS

- a. It is expressly agreed that the Contractor under this contract is an independent Contractor and under no circumstances shall any owners, officers, employees or volunteers of the Contractor be considered employees of the Department or the State of Oklahoma. The Contractor is responsible for all types of claims due its volunteers, employees, or any third parties. The Contractor will indemnify and hold harmless the Department and the State of Oklahoma from and against any and all claims arising out of the Contractor's, or any of the Contractor's employees' or volunteers' performance, including but not limited to the use of automobiles or other transportation.
- b. Include the following acknowledgment on any publication or presentation resulting from Contractor's participation in this grant: "This activity is supported by the Institute of Museum and Library Services (IMLS) and the Oklahoma Department of Libraries. The opinions and content of activities and materials do not necessarily reflect the position or policy of the Oklahoma Department of Libraries or IMLS, and no official endorsement should be inferred."
- c. In the event the Contractor does not comply with the terms of this contract, including the timetable, budget, and objectives, the Contractor will be given written notification of such

noncompliance by the Department. The Contractor may appeal for reconsideration by giving written evidence of compliance within twenty (20) days following receipt of such notification. Should noncompliance be confirmed, the Department may take possession of items purchased under this contract for reassignment to other programs and projects.

- d. Evidence of failure to comply with the above policies shall result in a hold being placed on pending payments for all future grants until compliance can be assured.
- e. It is expressly agreed that any solicitation for, or receipt of, funds of any type by the Contractor is for the sole benefit of the Contractor and is not a solicitation for, or receipt of, funds for the Department.
- f. The Contractor will comply with regulations under the Open Meetings Act and the Open Records Act.

X. AMENDMENTS

Any alterations, additions, or deletions to the terms of this Contract shall be in writing and executed by all Parties.

XI. ENTIRE CONTRACT

This instrument, consisting of six pages, constitutes the entire Contract between the Parties. All oral or written agreements between the Parties relating to the subject matter of this Contract have been reduced to writing and are contained herein.

XII. EXECUTION OF CONTRACT

The Contractor affirms that all information, documentation, and representations submitted in securing this Contract are true and correct to the best of their knowledge.

The Contractor certifies that neither the Contractor, nor anyone subject to the Contractor's direction or control, has paid, given, or donated, or agreed to pay, give, or donate to any officer or employee of the Department or the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this Contract.

Each signatory to this Contract declares that he/she has legal authority for obligating the entity he/she represents for the benefits and/or liabilities resulting under said Contract and accepts liability for any misrepresentation of such authority.

IN WITNESS WHEREOF, the Contractor and the Department have each caused this Contract to be executed in their behalf.

SIGNATURES

On behalf of the Contractor

On behalf of the Department

Karen Kerr-McGraw, Literacy Coordinator

Natalie Currie, Director

Typed name and title of signor

Signature

Signature

Date

Date

Shellie McGill, Library Director

Typed name and title of signor

Signature

Date

J.S. Muninger

Typing name of Authorizing Official

CFO/City Clerk

Title

Signature

Date

FOR USE BY THE OKLAHOMA DEPARTMENT of LIBRARIES
Assurances: CITIMM 400-23 is encumbered for this Contract

Lead Officer: Leslie Golders

Date Aug 17, 2023

FPO/Business Manager: JM Cleod

Date Aug 18, 2023

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to approve a “Service Agreement for 2023-2024 between the Bartlesville Independent Schools District #30 and the City of Bartlesville.” The agreement would provide for ten (10) School Resource Officer’s to be assigned to the school district throughout the school year.

Attachments: Service Agreement for 2023-2024 between the Bartlesville Independent Schools District #30 and the City of Bartlesville.”

II. STAFF COMMENTS AND ANALYSIS

This “Service Agreement” updates the past “Service Agreement”, from nine (9) SRO’s to ten (10) SRO’s. The SRO Program start with one (1) SRO in the winter of 2012 and has grown to the current number of ten (10). This provides for a SRO to be assigned at every Bartlesville Public School, with two (2) assigned at the Bartlesville High School. This Service Agreement attempts to address the needs of the community, and the BPD Mission Statement...”to enhance the quality of life in our community by working cooperatively with the public and within the framework of the United States Constitution to enforce the laws, preserve the peace, reduce fear and provide a safe environment for all our citizens.”

III. BUDGET IMPACT

Bartlesville Independent Schools District #30 Board of Education has agreed to fund 75% of the salaries of nine (9) of the SRO’s and the City will provide the tenth (10th) SRO at no additional cost. This item has already been budgeted for by both the BPS and BPD.

IV. RECOMMENDED ACTION

The BPS Board of Education has already approved the Service Agreement as written and it is Staff recommendation the City Council approve the Service Agreement, at the next City Council Meeting.

SERVICE AGREEMENT

2023-2024

BARTLESVILLE INDEPENDENT SCHOOLS DISTRICT #30 and CITY OF BARTLESVILLE

This AGREEMENT, by and between the Bartlesville Independent Schools District #30 (hereinafter "BPS") and the CITY OF BARTLESVILLE, OKLAHOMA, a municipal corporation, (hereinafter "City")

WHEREAS, BPD is a school district agreeing to share the cost of policing services specifically addressing law enforcement and community oriented policing services on BPS property, and

WHEREAS, BPS is desirous of contracting with the City to provide policing services in the interest of public and school safety through promotion of positive influences and mentorship of the youth in an educational environment.

WHEREAS, BPS and the City are desirous of having ten (10) uniformed police officers (hereinafter referred to as School Resource Officers, or SRO's) assigned to the described policing duties on BPS school property during those days/times when school is in session and/or any other days/times agreed upon through BPS and City.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the parties agree as follow:

Section I SERVICE AND RESPONSIBILITIES

A. The City shall:

1. Provide ten (10) uniformed officers to work as their primary assignment /duties in SRO capacity on BPS property during date/times that school is in session (not including non-school and/or summer school days) unless the SRO is absent due to illness, or other leave time deemed unavailable without prior notice.
2. Provide other routine policing services to BPS as needed in the absence of, or during dates/times an SRO is unavailable, or as required for policing assistance to the SRO's.
 - a. SRO's will make every effort to schedule vacation/holiday time off in conjunction with those dates/times that school is not in session. However, if such time off is granted by the City to an SRO every effort will be made to give advanced notification to BPS.
 - b. During dates/times of illness and/or other unavailable leave time the City, through the Bartlesville Police Department Patrol Division will assume any routine policing services in the absence of the SRO. During such dates/times a uniformed police officers will not be specifically assigned to the SRO position unless otherwise-deemed necessary by the police department administration.
3. The City shall equip the ten (10) SROs appropriately as deemed necessary by the City for policing duties to include police vehicle, weapons, uniforms, police badge, other required police credentials, etc.
4. The City reserves the right to recall SROs in cases of emergency, natural disaster, or other manpower shortage and make available for assignment elsewhere as deemed appropriate and at the discretion of the Bartlesville Police Department administration.

SERVICE AGREEMENT

2023-2024

BARTLESVILLE INDEPENDENT SCHOOLS DISTRICT #30 and CITY OF BARTLESVILLE

- a. The City will resume SRO duties as described herein once the emergency, natural disaster, or other manpower shortage has been resolved and/or ended.
 5. The City reserves the right to end this contractual agreement with BPS at anytime with at least 90 days advanced notice.
- B. BPS shall:
1. BPS will provide office space/equipment as deemed necessary for nine SROs and at the discretion of BPS.
 2. BPS Shall give at least 90 days advanced notice of intent to end this contractual agreement with the City.

Section II TERM OF AGREEMENT

This Agreement shall be in effect as of July 1, 2023 and shall remain in full force and effect until June 30, 2024.

This Agreement shall automatically renew upon the same terms and conditions set out herein unless either party notifies the other in writing on or before ninety days prior to the expiration date that it intends to terminate this agreement, or that amendment of the same if desired.

Section III FEES

In payment for providing ten (10) School Resource Officers (SROs) by the City pursuant to section I of this agreement, BPS agrees:

- A. To pay the City the sum of 75 % of the nine (9) SROs salary, annually for providing ten (10) School Resource Officers, one (1) SRO will be provided annually at no cost to BPS.
 1. BPS will pay the City monthly or 1/12 of the annual sum each month for SRO services provided unless either party desires to end the contractual agreement as set forth herein.
 2. Monthly payments will begin using the City fiscal year every July through the following June.
 3. It is understood by both BPS and City that all ten (10) SRO positions cannot be filled at the beginning of this agreement, however; as SROs become available, they will be added until there are ten (10) total SROs assigned to BPS, with the goal of having nine (9) SRO's assigned to BPS by August 2023, when school begins.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to approve a “Service Agreement for 2023-2024 between Tri County Tech and the City of Bartlesville.” The agreement would provide for one (1) School Resource Officer to be assigned to Tri County Tech throughout the school year.

Attachments: Service Agreement for 2023-2024 between Tri County Tech and the City of Bartlesville.”

II. STAFF COMMENTS AND ANALYSIS

This “Service Agreement” is a new “Service Agreement”. This provides for an SRO to be assigned at TCT. In addition, the BPD will occupy the TCT Strategy Center building as the new Eastside Substation, providing additional training space and office space to further the BPD Training Division and assisting with collaboration between TCT and the BPD in bringing a Basic Peace Officers Course (BPOC) to Bartlesville. This Service Agreement attempts to address the needs of the community, and the BPD Mission Statement...”to enhance the quality of life in our community by working cooperatively with the public and within the framework of the United States Constitution to enforce the laws, preserve the peace, reduce fear and provide a safe environment for all our citizens.”

III. BUDGET IMPACT

The BPD has agreed to pay \$10.00 per month for lease of the Strategy Building and provide an SRO to TCT. By hosting a BPOC at TCT it will provide another avenue to provide local training for our recruits to become CLEET Certified. It will also provide additional private space for the BPD to operate in. As well as have an impact on out-of-town training cost.

IV. RECOMMENDED ACTION

Recommendation to approve the Service Agreement as written at the next City Council Meeting.

SERVICE AGREEMENT
2023-2024
Tri County Tech and CITY OF BARTLESVILLE

This AGREEMENT, by and between the Tri County Tech (hereinafter "TCT") and the CITY OF BARTLESVILLE, OKLAHOMA, a municipal corporation, (hereinafter "City")

WHEREAS, TCT is a technology center agreeing to share the cost of policing services specifically addressing law enforcement and community oriented policing services on TCT property, and

WHEREAS, TCT is desirous of contracting with the City to provide policing services in the interest of public and school safety through promotion of positive influences and mentorship of the youth in an educational environment.

WHEREAS, TCT and the City are desirous of having one (1) uniformed police officer (hereinafter referred to as School Resource Officer, or SRO) assigned to the described policing duties on TCT property during those days/times when TCT is in session and/or any other days/times agreed upon through TCT and City.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the parties agree as follow:

Section I SERVICE AND RESPONSIBILITIES

A. The City shall:

1. Provide one uniformed officer to work as their primary assignment /duties in SRO capacity on TCT property during date/times that TCT is in session (year-round) unless the SRO is absent due to illness, or other leave time deemed unavailable without prior notice.
2. Provide other routine policing services to TCT as needed in the absence of, or during dates/times an SRO is unavailable, or as required for policing assistance to the SRO's.
 - a. SRO will make every effort to schedule vacation/holiday time off in conjunction with those dates/times that school is not in session. However, if such time off is granted by the City to an SRO every effort will be made to give advanced notification to TCT.
 - b. During dates/times of illness and/or other unavailable leave time the City, through the Bartlesville Police Department Patrol Division will assume any routine policing services in the absence of the SRO. During such dates/times a uniformed police officers will not be specifically assigned to the SRO position unless otherwise-deemed necessary by the police department administration.
3. The City shall equip the one SRO appropriately as deemed necessary by the City for policing duties to include police vehicle, weapons, uniforms, police badge, other required police credentials, etc.
4. The City reserves the right to recall the SRO in cases of emergency, natural disaster, or other manpower shortage and make available for assignment elsewhere as deemed appropriate and at the discretion of the Bartlesville Police Department administration.
 - a. The City will resume SRO duties as described herein once the emergency, natural disaster, or other manpower shortage has been resolved and/or ended.

SERVICE AGREEMENT
2023-2024
Tri County Tech and CITY OF BARTLESVILLE

- 5. The City reserves the right to end this contractual agreement with TCT at anytime with at least 90 days advanced notice.
- B. TCT shall:
 - 1. TCT will provide office space/equipment as deemed necessary for one SRO and at the discretion of TCT.
 - 2. TCT Shall give at least 90 advanced notice of intent to end this contractual agreement with the City.

Section II TERM OF AGREEMENT

This Agreement shall be in effect as of July 1, 2023 and shall remain in full force and effect until June 30, 2024.

This Agreement shall automatically renew upon the same terms and conditions set out herein unless either party notifies the other in writing on or before ninety days prior to the expiration date that it intends to terminate this agreement, or that amendment of the same if desired.

Section III FEES

In payment for providing one School Resource Officer (SRO) by the City pursuant to section I of this agreement, TCT agrees:

- A. Lease the Strategy Center Building to the City the sum of \$120.00, annually (\$10.00 per month) and providing one (1) School Resource Officer annually at no cost to TCT.
 - 1. BPD will pay TCT annually the sum due for the lease agreement and one (1) SRO services provided unless either party desires to end the contractual agreement as set forth herein.
 - 2. Annual payment will be made using the City fiscal year every July through the following June.
 - 3. It is understood by both TCT and City that the SRO position will be filled at the beginning of this agreement.

Entered into this _____ day of _____, 2023

Tri County Technology Center:

Secretary Date

Authorized Signature Date

Attest, City of Bartlesville

City Clerk Signature

City Seal

Mayor Signature

Date

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to approve a “Lease Agreement for 2023-2024 between Tri County Tech and the City of Bartlesville.” The agreement would provide for one (1) School Resource Officer to be assigned to Tri County Tech throughout the school year and lease payment of \$120.00 annually for the use of the Tri County Tec Strategy Center for the Eastside Substation of the Bartlesville Police department.

Attachments: Lease Agreement for 2023-2024 between Tri County Tech and the City of Bartlesville.”

II. STAFF COMMENTS AND ANALYSIS

This “Lease Agreement” is a new “Lease Agreement”. This provides for an SRO to be assigned at TCT. In addition, the BPD will occupy the TCT Strategy Center building as the new Eastside Substation, providing additional training space and office space to further the BPD Training Division and assisting with collaboration between TCT and the BPD in bringing a Basic Peace Officers Course (BPOC) to Bartlesville. This Service Agreement attempts to address the needs of the community, and the BPD Mission Statement...”to enhance the quality of life in our community by working cooperatively with the public and within the framework of the United States Constitution to enforce the laws, preserve the peace, reduce fear and provide a safe environment for all our citizens.”

III. BUDGET IMPACT

The BPD has agreed to pay \$10.00 per month for lease of the Strategy Building and provide an SRO to TCT. By hosting a BPOC at TCT it will provide another avenue to provide local training for our recruits to become CLEET Certified. It will also provide additional private space for the BPD to operate in. As well as have an impact on out-of-town training cost.

IV. RECOMMENDED ACTION

Recommendation to approve the Lease Agreement as written at the next City Council Meeting.

LEASE AGREEMENT

This **LEASE AGREEMENT** ("Agreement") is made this 8th day of June, 2023, by and between **TRI COUNTY TECHNOLOGY CENTER** ("Landlord") and the **CITY OF BARTLESVILLE, OKLAHOMA** ("Tenant").

RECITALS :

A. Landlord is the owner of the Tri County Technology Center Bartlesville Campus located at 6101 Nowata Road, Bartlesville, Oklahoma ("Campus"). Tenant desires to lease office space on the Campus from the Landlord for the purpose of providing a satellite office to the Bartlesville Police Department. The total space to be leased shall consist of 8 offices, one storage room, 2 classrooms, and access to the building's common areas and parking lots (the "Leased Premises"). The Leased Premises are further described and depicted on the floor plan attached hereto as Exhibit "A".

B. Upon the terms and conditions herein stated, Landlord desires to lease existing office space to Tenant and Tenant desires to lease the office space from Landlord.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and intending to be legally bound, the parties hereto agree as follows:

1. **Lease.** Upon the terms and conditions hereinafter stated, Landlord hereby leases the Leased Premises described above to Tenant and Tenant hereby leases the Leased Premises from the Landlord. The Landlord reserves the right to relocate the Leased Premises to comparable space on the Campus, provided the Landlord pays any expenses associated with relocation.

2. **Term and Renewal.** The term of this Agreement begins on the date of execution and ends on June 30, 2024, unless terminated at an earlier date as provided herein. Upon the termination of this Agreement, by lapse of time or otherwise, Tenant agrees to surrender possession of the Leased Premises to Landlord in good condition and repair, subject to ordinary wear and tear and subject to damage caused by fire or other casualties. This Agreement may be renewed for additional one (1) year periods (running from July 1 to June 30) by mutual ratification of renewal by the governing boards of Landlord and Tenant.

3. **Rental.** For the use and possession of the Leased Premises, Tenant agrees to pay Landlord rent in the amount \$10 per month. The rental amount is subject to change upon mutual agreement for any renewal period. The Landlord will invoice the Tenant for the rent on a semi-annual basis at the end of each six-month period and Tenant agrees to pay such invoice promptly upon receipt. Invoicing and payment schedule may be changed by mutual agreement between the parties. As additional consideration for the lease of the Leased Premises, Tenant agrees to provide a regular police presence on the Campus and to park its marked police cars on the Campus' East and Bartlesville Development Center parking lots.

4. **Use.** The space will be used by Tenant for the purpose of providing office and meeting space for Tenant's police officers and for no other purpose. Tenant specifically agrees that it will not use the Leased Premises for the detention of prisoners or for the storage of weapons and ammunition. Tenant agrees that its operations in the office space will be in full and strict compliance with the requirements of applicable state, municipal, and federal laws, rules, and regulations. In the event that Landlord reasonably determines that Tenant is not complying with the provisions of this Agreement concerning the nature and character of the operation, Landlord shall give Tenant written notice. If Tenant fails to correct deficiencies in the operation within fifteen (15) days after receipt of Landlord's notice, Landlord shall have the right to terminate this Agreement; provided, however, if the deficiency is of a nature which cannot be reasonably expected to be cured within fifteen (15) days, Tenant shall commence appropriate curative action within such fifteen (15) day period and carry such curative action forward diligently until completing such curing, and in the event of such curing, in accordance with the provisions of this sentence, Landlord shall not have the right to terminate except as otherwise provided in this Agreement.

5. **Alterations, Additions or Improvements.** Landlord agrees to provide reasonable office furniture for the Leased Premises. Landlord shall have no other obligation to provide equipment or to perform other work of any nature to make the Leased Premises ready for Tenant's use at any time during the Term of this Agreement. Tenant has inspected the Leased Premises with these considerations in mind and accepts the same in its present condition.

No alterations, additions, or improvements to the office space may be made by Tenant without the written consent of the Landlord. Tenant must submit a written proposal to the Landlord and receive written approval from the Landlord before beginning any alteration, addition, or improvement.

6. **Utilities and Custodial Services.** Landlord shall provide, at Landlord's expense, normal utility services, including water, heating and air conditioning, sewer, refuse disposal, and electricity. Routine custodial services will be provided by Landlord, at Landlord's expense, for the Leased Premises on a daily basis after normal operation hours.

7. **Liability Insurance.** Tenant shall furnish Landlord with a certificate of public liability insurance providing at least One Million Dollars (\$1,000,000) of combined single limit coverage. Tenant's insurance will be primary over any liability insurance of Landlord. The certificate shall provide for at least ten (10) days' written notice to Landlord before cancellation of the policy or reduction of the coverage for any reason, including nonpayment of the premium. Tenant agrees to maintain the above insurance coverage in force and effect during the entire term of this Agreement. All property of Tenant at the office space shall be there at Tenant's sole risk and Landlord will not be liable for any loss, theft, damage, destruction of, vandalism to, or disappearance of Tenant's property at the office space from any cause or event.

8. **Indemnification.** Tenant shall, to the extent permitted by law, indemnify and hold the Landlord harmless from and against all liabilities, obligations, damages, claims or actions, and from all associated costs, including reasonable attorneys' fees, arising from or related to the Tenant's use and occupancy of the Leased Premises, whether or not created by the Tenant. If any such action or proceeding is brought against the Landlord, the Tenant, upon written notice from the Landlord, shall at Tenant's sole cost and expense, resist or defend the same through counsel satisfactory to Landlord. This indemnity is supplemental to, and not in lieu of, the insurance required of Tenant. The parties acknowledge that each are subject to the provisions of the Government Tort Claims Act (Okla. Stat. tit. 51, Sec 151 et. seq.).

9. **Damage by Fire or Other Casualty.** If the Leased Premises are destroyed or substantially damaged by fire or other casualty, either Tenant or Landlord can terminate this Lease. The office space shall be deemed to be "substantially damaged" if Tenant's use and occupancy is adversely affected and if, by the exercise of reasonable diligence on the part of the contractor or contractors involved, such damage could not be reasonably expected to be repaired within one (1) month after the occurrence of such damage.

10. **Notices.** Any notices required or contemplated under this Agreement shall be addressed to the parties as follows:

If to the District: Tammie Strobel, Superintendent
Tri County Tech
6101 Nowata Road
Bartlesville, OK

If to the Tenant: Jason Muninger, City Clerk
City of Bartlesville
401 S. Johnstone
Bartlesville, OK 74003

All notices shall be sent certified mail, return receipt requested. Notices mailed in accordance with the foregoing shall be deemed to have been delivered five (5) days after deposit in the U.S. Mail.

11. **Tenant's Default.** Tenant's failure to perform any obligation to Landlord arising under this Agreement within thirty (30) days after notice from Landlord, specifying with particularity the obligation in which Landlord claims that Tenant is in default. Upon the occurrence of an uncorrected event of default, after notice and opportunity to cure aforesaid, Landlord shall have the right to terminate this Agreement and Tenant's rights hereunder, including the right to occupy the office space. Tenant may terminate this Agreement for any reason upon thirty (30) days' written notice to Landlord.

12. **Non-Discrimination.** Tenant agrees that it will not discriminate on the basis of race, color, religion, age, national origin, genetic information, gender, sexual orientation, or handicapped condition in the conduct of Tenant's programs conducted on the Landlord's property and in the office space.

13. **Risk of Loss.** Landlord shall have no responsibility for any loss of, damage to, or destruction or disappearance of any of Tenant's property, whether on Landlord premises or in the Leased Premises, and Tenant assumes the risk of any and all such loss. Tenant understands that Landlord does not and will not maintain any insurance covering Tenant's property. Tenant waives any right of subrogation on behalf of its insurance carrier against Landlord for any loss of, damage to, or destruction or disappearance of Tenant's property, whether occurring on Landlord's premises or in the Leased Premises.

14. **Venue / Governing Law.** The laws of the State of Oklahoma shall govern this Agreement. Any dispute between the parties arising out of this Agreement shall be brought in the Landlord Court of Washington County, Oklahoma or the United States District Court for the Northern District of Oklahoma, if federal court jurisdiction exists.

15. **Approvals and Consents.** In all instances in this Agreement in which any matter is subject to the agreement of both parties or to the approval or consent of either party, both parties agree that such approval or consent will not be unreasonably withheld, conditioned, or delayed.

16. **Miscellaneous.** This instrument represents the entire understanding between the parties hereto concerning the subject matter hereof and may be modified only by the mutual written agreement of the parties. This Agreement shall be binding upon the parties and their respective successors and assigns. Time is the essence of the obligations of the parties herein. Tenant shall not advertise or represent that Tenant is sponsored by or affiliated with Landlord.

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

TRI COUNTY TECHNOLOGY CENTER CITY OF BARTLESVILLE, OKLAHOMA

By President, Board of Education

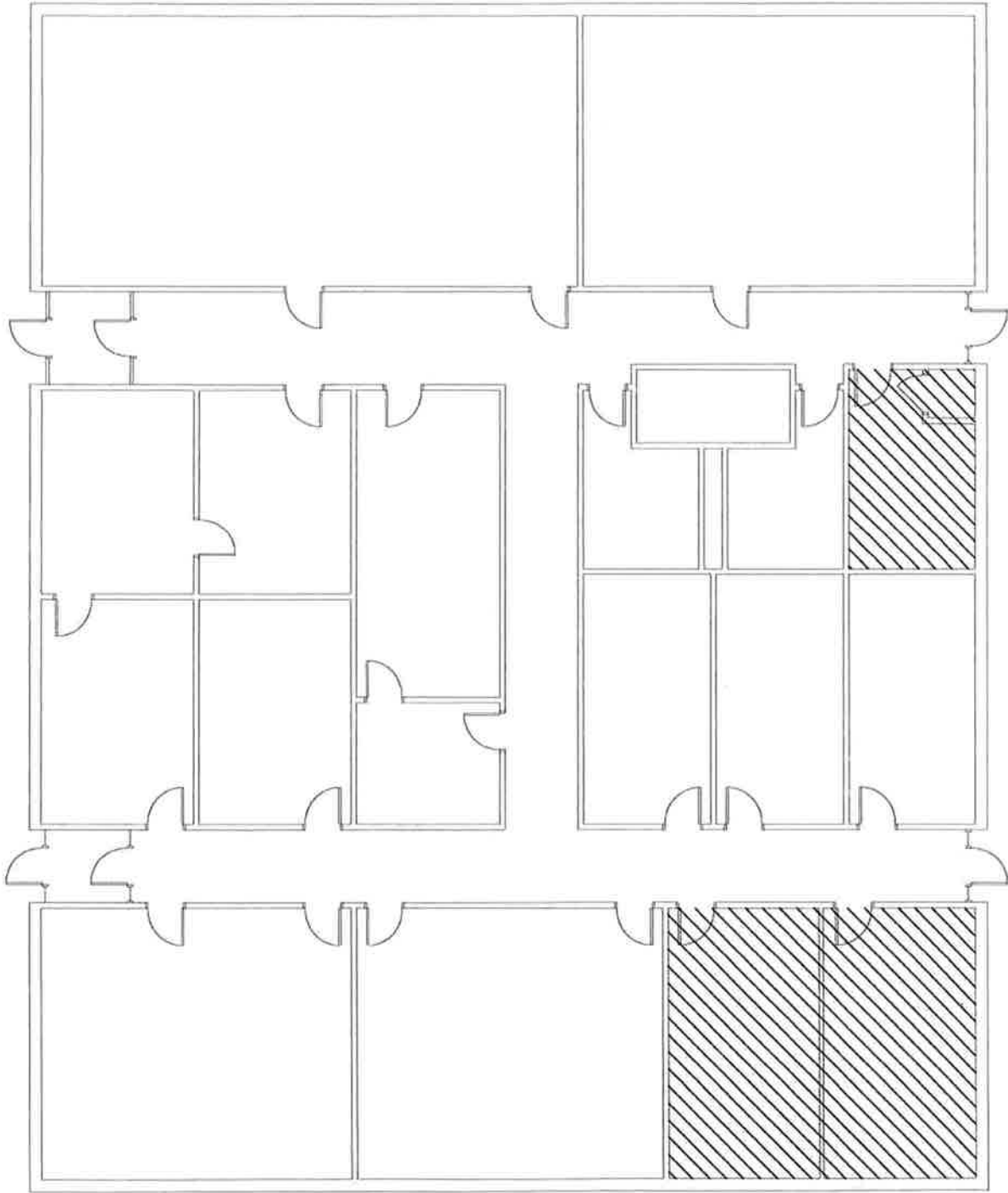


By Mayor, "Landlord", "Tenant",

Attest _____

Clerk

Exhibit 'A'



Note: Shaded areas
not in lease

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approval of Amendment #1 to the professional service agreement with Tetra Tech, Inc. for engineering services for the Wastewater Treatment Plant Expansion and the Limestone to Chickasaw Transport Corridor Improvements.

Attachments:

Amendment #1 - Tetra Tech Professional Service Agreement

II. STAFF COMMENTS AND ANALYSIS

In September 2020, the City contracted with Tetra Tech for the first phase of design services, which is to prepare engineering reports for the Wastewater Treatment Plant Expansion and the Limestone to Chickasaw Transport Corridor Improvements. The engineering report evaluates various improvement options, providing a 35% level of engineering design, as well as the environmental review and estimated construction costs. While the engineering report has been completed for the Limestone to Chickasaw Transport Corridor Improvements, the engineering report for the Wastewater Treatment Plant expansion is going to require additional work to complete.

The concept for the treatment plant expansion is to upgrade equipment and expand treatment units to increase the capacity of the plant from 7.0 million gallons per day to 8.2 million gallons per day. Also included in the expansion project will be the additional treatment needed for water reuse. The Oklahoma Department of Environmental Quality (ODEQ) regulations on water reuse have numerous components and requirements, one of which is to conduct a pilot study of the proposed treatment to confirm performance. While the ODEQ has acknowledged the adequacy of the reuse concept through the City's previous studies and evaluations, which resulted in permitting the new reuse discharge location as well the construction of the pipeline and pump station to move reuse water to the new discharge location, the ODEQ did not approve the variance request for the pilot study. Thus, the City needs to perform this study and include the results as part of the engineering report.

The pilot study requires the submission of the study protocol, which outlines the approach, treatment units and testing that will be utilized along with the chemicals, including dosages, that will be evaluated. Once this protocol is approved by the ODEQ, the City commences with the study. The proposed amendment covers the preparation and submission of the protocol. Once the ODEQ approves this protocol, another amendment will be needed with Tetra Tech to assist with the pilot study. The cost of the professional services to prepare the pilot study protocol is \$70,380 and will be completed by early October 2023. Exhibits showing the transport corridor

and plant expansion conceptual improvements along with estimated costs are shown on the follow pages.

III. BUDGET IMPACT

Funding for the design services will be through the Wastewater Capital Reserve Fund. \$3,000,000 has been budgeted for the professional services portion of the project. The proposed amendment (\$70,380) is within the available budget for this phase of the project.

IV. RECOMMENDED ACTION

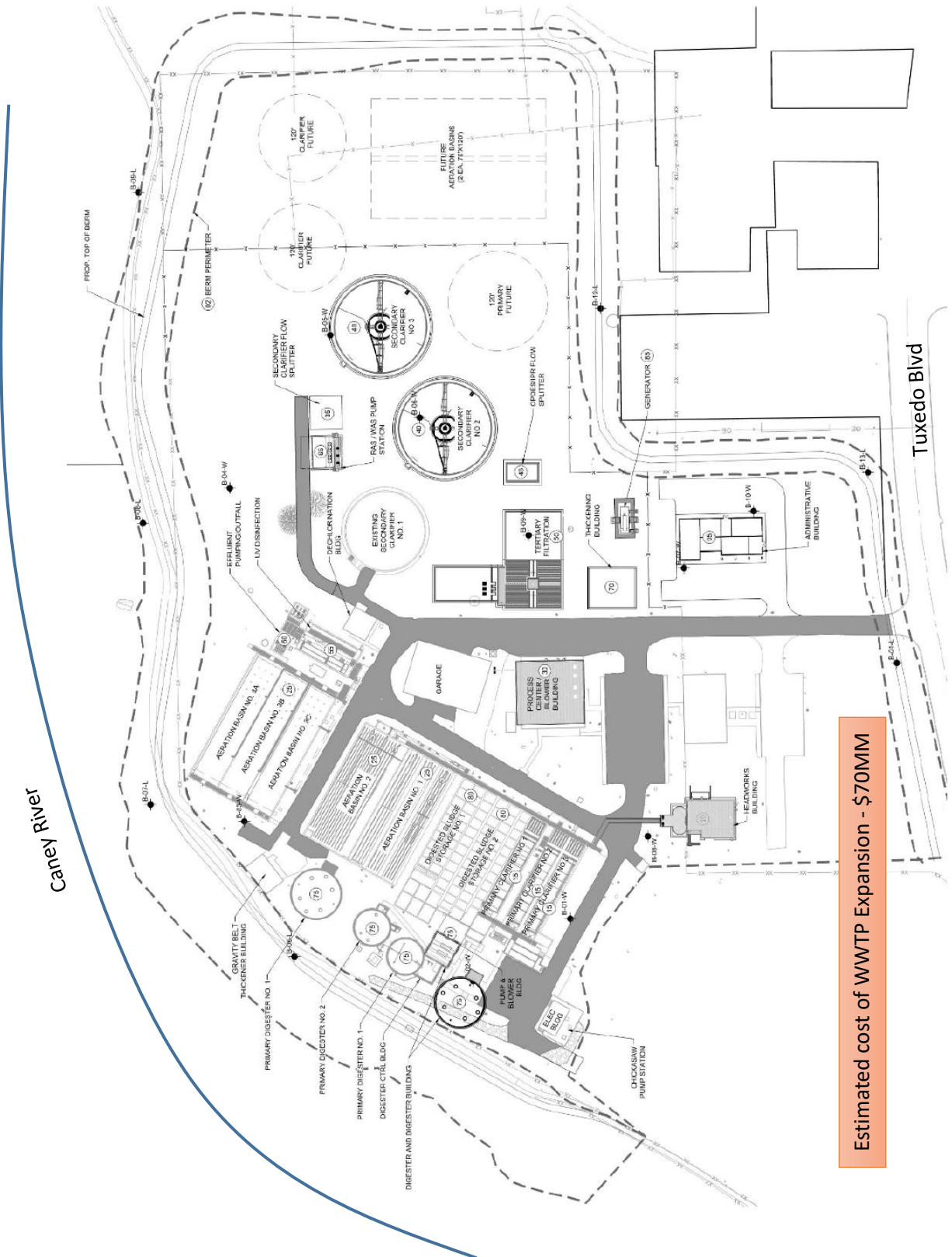
Staff recommends approval of Amendment #1 to the professional service contract with Tetra Tech, Inc. for \$70,380.

Upgrade and Expand Existing Chickasaw WWTP (8.2 MGD)



Estimated cost of corridor improvements - \$30MM

WWTP Expansion Layout



Estimated cost of WWTP Expansion - \$70MM

Tetra Tech, Inc.
Amendment No. 1
Professional Services Agreement for Engineering Services

This is an amendment to the Agreement made on the 3rd day of September 2020 between **City of Bartlesville** (Client) and **Tetra Tech, Inc.** (Consultant), a Delaware corporation, made on this 11th day of August 2023.

Client and Consultant agree to specific changes to the referenced Agreement for the **WWTP Expansion and Collection Corridor Improvements** as described in Attachment A. Consultant agrees to perform the services in consideration of the compensation described in Attachment A and in accordance with the terms of the Agreement.

This Amendment consists of this document together with Attachment A – Amended Project Requirements and the Agreement. Except as set forth in this Amendment, the Agreement between the Client and Consultant is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

In executing this Amendment, the undersigned also acknowledge their authority to bind the parties to all terms and conditions.

In witness whereof, the parties hereto have made and executed this Amendment as of the day and year first written.

City of Bartlesville
401 South Johnstone Avenue
Bartlesville, Oklahoma 74003

Tetra Tech, Inc.
7645 East 63rd Street, Suite 301
Tulsa, Oklahoma 74133
918.249.3909

By _____
Client's Authorized Signature

Printed Name

Title

Email

By **Leslie Turner** _____
Consultant's Authorized Signature

Digitally signed by Leslie Turner
DN: C=US, E=leslie.turner@tetrattech.com,
O=Tetra Tech, OU=IEW, CN=Leslie Turner
Date: 2023.08.14 14:24:18-05'00'

Leslie A. Turner, P.E., BCEE, PMP
Operations Manager
leslie.turner@tetrattech.com

Professional Services Agreement
Amendment No. 1

Attachment A – Amended Project Requirements

Client: City of Bartlesville

Project Description

WWTP Expansion and Collection Corridor Improvements

Amendments to Scope of Services

The following summarizes the scope of work to be provided by Tetra Tech/S2E:

A. Interim Clarifier Effluent Sampling.

DEQ denied Bartlesville's request for variance from OAC 252:628-9-5 that requires the engineering report to include the results of the pilot study. As an interim measure, Bartlesville has initiated weekly sampling of the existing circular clarifier effluent to assess the current water quality benchmark achieved with the existing secondary process. Bartlesville's goal in this effort is to present the findings to DEQ and solicit their review on the need and scope of the pilot study.

Bartlesville is using the plant operator (Veolia) for sampling efforts and an outside laboratory (Pace Lab) for analytical testing. Bartlesville will provide test results and other plant operational data during the sampling period to Tetra Tech/S2E.

S2E will review, analyze, and tabulate the laboratory and plant operational data to document the results and prepare a Technical Memorandum (TM) summarizing the testing and analytical results and develop conclusions from the findings. Tetra Tech will review the laboratory and plant operation data analysis and technical memorandum for technical accuracy and quality control.

S2E will provide an electronic copy of the draft Technical Memorandum for Client review. S2E will incorporate review comments and submit a final TM to Tetra Tech for submission to DEQ for their review. Tetra Tech will submit the Technical Memorandum to ODEQ via the link provided by ODEQ.

S2E and Tetra Tech will assist and participate in follow-up review to respond to DEQ comments. Tetra Tech will participate in a meeting with ODEQ to review the findings if needed.

B. Develop Pilot Testing Protocol:

S2E will assist Tetra Tech in the development of the Pilot Testing Protocol as required by DEQ in their Notice of Deficiency (NOD) letter dated June 29, 2023. S2E will take the lead role for this effort.

The Pilot Testing Protocol will include the following:

Pre-Work Planning/Site Visit. S2E will perform a site visit and will meet with the Client and the plant operator to strategize the location, logistics, and approach to the pilot plant study. Tetra Tech will participate in the site visit.

Unit Rentals and Vendor Coordination. S2E will coordinate with commercial vendors and rentals to identify and secure the proper pilot testing mobile units for the proposed pilot plant study. S2E will gather the necessary information for completing the protocol document.

Pilot Plan Protocol Document Preparation. S2E will assist and take the lead role in the preparation of the document to include the following sections:

- Introduction-Purpose-Objectives
- Pilot testing Approach
- Pilot Units Description & Testing Methods and QA/QC
 - Base Case- Secondary Effluent

- Coagulation/Flocculation/Filtration
- Direct Filtration
- Filtration w/ Dual Media versus GAC
- Disinfection
- Schematics and Field layout of the pilot units will be included in the report.
- Description of Pilot Runs
 - Base-No Chemical Addition
 - Chemical addition-Filtration
 - Coagulation/Flocculation/Filtration
 - Filtration with Dual Media and with GAC
- Draft Pilot Study Protocol report. S2E will prepare the draft report for the Client and attend a review session for input and comments. Tetra Tech will provide technical support as necessary and will provide technical and quality control reviews.
- Final Draft. S2E will prepare the final report incorporating comments from the review and submit a final copy to Tetra Tech for ODEQ submission. Tetra Tech will submit the Pilot Study Protocol to ODEQ via the link provided by ODEQ.
- DEQ Review. S2E and Tetra Tech will participate in the follow up DEQ review and respond to DEQ review comments on Client's behalf. Once approved by the DEQ, the approved report will serve as the guidance tool for the actual in-field pilot study.

Pilot Study. The scope and fee for the actual in-the-field-pilot study are not included in this Amendment but will be added as mutually agreed to by the Client and Tetra Tech/ S2E.

Special Assumptions

Amendments to Project Schedule

Task	Date
Lump Sum Fee	\$1,726,846.00
Amendment No. 1	<u>\$70,380.00</u>
TOTAL AUTHORIZED FEE	\$1,797,226.00

Supplemental Terms and Conditions

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Agreement between Patricia Wilson and the City of Bartlesville, for the voluntary demolition of dilapidated structures on property addressed as 407 SW Cheyenne Ave.

- Attachments:
- (1) Exhibits A and B: Aerial Image and Zoning Map
 - (2) Exhibit C: Photos of Dilapidated Residence
 - (3) Exhibit D: Notice of Dilapidation and Lien
 - (4) Exhibit E: Agreement

The house and accessory building at 407 SW Cheyenne Avenue were found to be dilapidated and a public nuisance by the City Neighborhood Services Staff and the Administrative Hearing Officer of the City of Bartlesville at a hearing on April 13, 2023. The City filed a Notice of Dilapidation and Lien on the property at the Washington County Clerk’s office on April 14, 2023 (**Exhibit D**), giving the owner 30 days to demolish and remove the structures, or else the City would do so after that time, and bill the owner for the cost. The other owner of record on the lien, John Wilson, is deceased, and the surviving co-owner/joint tenant, Patricia Wilson, filed an Affidavit of Surviving Joint Tenant at the County Clerk’s office. Ms. Wilson acknowledges the structures are dilapidated.

II. STAFF COMMENTS AND ANALYSIS

The owner requested assistance under the City’s Voluntary Demolition Program. The City obtained a quote from a demolition contractor for \$11,590 to demolish and remove the house and accessory structure. The owner pays \$1.00 per square foot up to \$1,000, plus any remaining cost exceeding the City’s maximum contribution of \$3,000. The owner also pays the City a \$100 administration fee. The allocation of the cost is as follows:

City contractor bid:	Owner pays:	\$ 1,000
	City contribution:	\$ 3,000
	Owner pays remaining cost:	\$ <u>7,950</u>
	Total Demolition Cost:	\$ <u>11,950</u>
Owner’s Cost Summary:	Owner’s share of demolition cost:	\$ 8,950
	Administration fee:	\$ <u>100</u>
	Owner’s Total Cost:	\$ <u>9,050</u>

The owner has agreed to enter into an agreement with the City (**Exhibit E**) under the terms of that program.

III. RECOMMENDED ACTION

Staff recommends approval of this agreement between Patricia Wilson and the City of Bartlesville for the voluntary demolition of dilapidated structures on property addressed as 407 SW Cheyenne Ave.

EXHIBIT A—Aerial Image



EXHIBIT B—Zoning

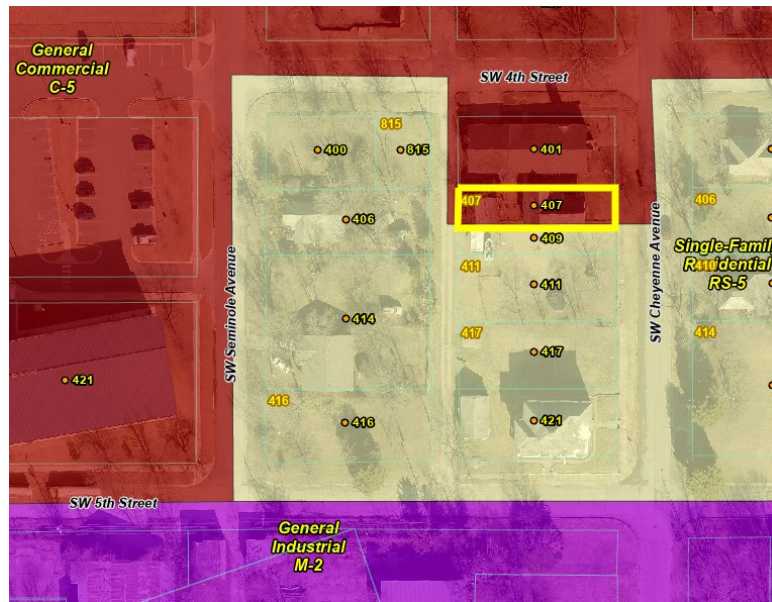


EXHIBIT C—Photos of Property





Exhibit D



NOTICE OF DILAPIDATION
AND LIEN CLAIM
City of Bartlesville, Oklahoma
City Clerk's Office

**PUBLIC NOTICE OF DILAPIDATION: STRUCTURE UNFIT FOR OCCUPANCY
ORDER TO DEMOLISH AND REMOVE; CITY LIEN CLAIM**

TO THE COUNTY CLERK OF WASHINGTON COUNTY, OKLAHOMA

CASE NO: DS-0323-0164
Owner of Record: WILSON, JOHN EDWARDS & PATRICIA KAY
401 SW CHEYENNE AVE
BARTLESVILLE, OK 74003
Property Location: 407 SW CHEYENNE AVE
Legal Description: N 31 LOT 2 BLK 3 OVERLEES 1ST, Bartlesville, Washington County, Oklahoma
Hearing Date: 04/13/2023

A Public Nuisance Administrative Hearing was held in accordance with Title 11 O S. Section 22-112, on 04/13/2023 concerning the existence of one or more dilapidated structures (hereinafter referred to as "dilapidated structure") on the property as identified above, which has been declared a public nuisance in accordance with the Code of Ordinances of the City of Bartlesville, Oklahoma

At said hearing, determination was made that written notice had been properly served upon the property owner as shown by the records of the County Treasurer of Washington County, Oklahoma, and in accordance with the Code of Ordinances of the City of Bartlesville, Oklahoma and Oklahoma State Law. At said hearing, the owner failed to show cause why said nuisance should not be abated by the City and the expense thereof charged against the property as authorized by Oklahoma State Law.

As a result of this hearing, the Hearing Officer found that through neglect or injury, one or more structures located on the property is dilapidated as defined by Oklahoma State Law, and that said dilapidated structure has become detrimental to the health, safety or welfare of the general public and the community, or creates a fire hazard which is dangerous to other property. As such, the Hearing Officer found that the property would be benefited by the removal of said dilapidated structure and has ordered such dilapidated structure to be torn down and removed from the property.

On 04/13/2023, the Hearing Officer ordered the property owner as identified above to tear down and remove the dilapidated structure and set reasonable dates as identified below for the commencement and completion of this work. A demolition permit must be obtained from the City of Bartlesville Chief Building Official or his designee before the demolition can be commenced

Commencement Date: 4/15/23 **Completion Date:** 5/17/23

If the property owner fails to complete this work by the completion date identified above, the Hearing Officer has ordered that authorized officers of the City of Bartlesville, Oklahoma, or designated agents thereof, to take corrective action to dismantle and remove said dilapidated structure existing upon the property by any legal procedure necessary and to report the cost thereof to the Hearing Officer. **The demolition and removal of said dilapidated structure by the City will begin after the above identified completion date if an inspection of the property confirms that the dilapidated structure still exists on the property.** This document shall serve as constructive notice to subsequent property owners, purchasers, mortgagees, encumbrancers, or creditors from the time it is filed with the Washington County Clerk's Office

A bill for all actual costs and expenses associated with the abatement of this public nuisance shall be prepared by the City Clerk and mailed to the property owner shown above. Should said bill not be paid in full within the time period identified therein, said actual costs and expenses shall be certified to the County Treasurer of Washington County, Oklahoma and shall be placed on the tax rolls for said property, and thereby become a lien against the property. The City of Bartlesville claims a lien on this property for the actual costs and expenses of dismantling and removing said dilapidated structure, and such costs are the personal obligation of the property owner, their successors, and assigns from and after date of filing this Notice of Dilapidation and Lien Claim. The actual amount of said lien will be filed once the dismantling and removal is completed by the City

Date of Lien Notice:



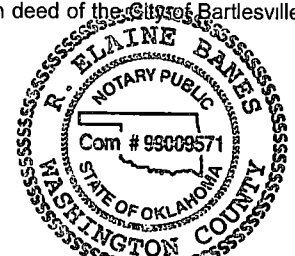
Jason Muninger
Jason Muninger, City Clerk
City of Bartlesville

STATE OF OKLAHOMA)
COUNTY OF WASHINGTON) ss

Before me, the undersigned Notary Public in and for said County and State, on this 14th day of April, 2023 personally appeared Jason Muninger, to me known to be the identical person who executed this instrument on behalf of the City of Bartlesville as the City Clerk, and acknowledged to me that he executed same as his free and voluntary act and deed, and as the free and voluntary act and deed of the City of Bartlesville, for the uses and purposes herein set forth

Given under my hand and seal the day and year last above written
My Commission Expires July 8, 2023

R. Elaine Banes
Notary Public



NOT AN OFFICIAL COPY

VIEW ADDITIONAL LAND RECORDS AT OKLAHOMA COUNTY RECORDS.COM

Exhibit E

PROPERTY OWNER CONSENT DEMOLITION PROGRAM
City of Bartlesville, Oklahoma
RELEASE AND AGREEMENT
VOLUNTARY DILAPIDATED STRUCTURE REMOVAL
3RD Party Contract
[Case No. DS-0323-0164]

This Release and Agreement is hereby made and entered into this 5th day of September, 2023, by and between the City of Bartlesville, Oklahoma, a municipal corporation, hereinafter referred to as City, and PATRICIA KAY WILSON, hereinafter referred to as Owner.

Whereas, PATRICIA KAY WILSON is the Owner, free and clear of any outstanding liens, mortgages, and encumbrances of the real property located at and described in the following legal description: NORTH 31 FEET OF LOT TWO (2), BLOCK THREE (3), OVERLEES ADDITION, CITY OF BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA addressed as 407 SW Cheyenne Ave; and,

Whereas, Owner owns a vacant, substandard, deteriorated, or dilapidated building located on the above-described property; and,

Whereas, Owner desires to have the building removed from the property and acknowledges that its removal is for the betterment of the public's health, safety, and welfare; and,

Whereas, City is willing to remove the building by demolition to be conducted by a contractor chosen by the City of Bartlesville; and,

Whereas, Owner is agreeable to allowing the City to demolish the building, remove all demolition debris and grade the site at the above location; and,

Whereas, for and in consideration of the City of Bartlesville providing services in the form of removing a building owned by and with consent by Owner, that a fee shall apply.

Now, therefore, Owner and City agree as follows:

1. This Release and Agreement is entered into voluntarily and is intended to release the City of Bartlesville, its officers and employees, and agents thereof, for any and all claims that may occur as a result of services performed.
2. City shall remove the building described above by demolition with voluntary consent of Owner. Owner acknowledges the vacant structure is in a substandard, deteriorated, or dilapidated condition, and that its removal benefits the public's health, safety, and welfare.
3. For and in consideration of the City providing services in the form of removing a building owned by and with consent by Owner, for demolition of the structure, removal of demolition debris and site grading, City will be paid by the Owner an administrative fee of \$100, plus a fee in the amount of \$1.00 per square foot up to 1,000 square feet, and additional fees that exceed the City's maximum participation of \$3,000.00, that is \$9,050.00 to be paid in full by the Owner to the City upon the parties signing/accepting the terms of this agreement. In the event the check or financial instrument fails to clear, this contract/agreement shall become null and void. Upon the Owner's check or financial instrument clearing the financial institution, the City then shall pay \$8,950 to the designated

contractor, and the actual work may proceed. The remaining cost to the contractor is \$3,000 and will be paid by the City upon completion of the work.

4. Owner certifies that no liens, mortgages or other ownership(s) exist concerning said property. Furthermore, any and all insurance policies covering the building, and/or any personal contents contained therein, have been cancelled and removed, and are, therefore, no longer in force and effect.
5. Owner shall indemnify and hold City harmless of and from any and all claims, suits, actions, or judgments, including all expenses, attorney fees, witness fees, cost of defending any such action or claim, or appeals, therefrom, arising out of the City of Bartlesville's demolition of the building.
6. Owner certifies that there are no hazardous materials located, stored, kept, maintained or possessed on or about the above-described property.

APPROVED BY OWNER:

APPROVED BY CITY:

Patricia Kay Wilson

Dale Copeland, Mayor

Date

Date

SUBSCRIBED AND SWORN to before me this
____ day of _____, 2023.

ATTEST:

NOTARY PUBLIC

City Clerk

My Commission Expires: _____

(City Seal)

Commission Number: _____

VOLUNTARY DILAPIDATED STRUCTURE REMOVAL
3RD Party Contract

THE PROPERTY IN QUESTION IS LOCATED WITHIN THE ZINC OVERLAY DISTRICT. IF REQUIRED, THE CITY WILL COLLECT THE SOIL SAMPLES AND HAVE THEM TESTED AT OWNER'S EXPENSE. SHOULD THE SOIL TEST POSITIVE FOR CONTAMINATION AND REQUIRE REMEDIATION, THIS WILL BE THE PROPERTY OWNERS' RESPONSIBILITY, IN THE EVENT THAT THE CONCRETE SLABS ARE REMOVED.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Agreement between Michael Postrach and the City of Bartlesville, for the voluntary demolition of dilapidated structures on property addressed as 1306 SW Hickory Ave.

- Attachments:
- (1) Exhibits A and B: Aerial Image and Zoning Map
 - (2) Exhibit C: Photos of Dilapidated Residence
 - (3) Exhibit D: Notices of Dilapidation and Lien
 - (4) Exhibit E: Agreement

The house and accessory building at 1306 SW Hickory Avenue were found to be dilapidated and a public nuisance by the City Neighborhood Services Staff and the Administrative Hearing Officer of the City of Bartlesville at a hearing on May 25, 2023. The City filed Notices of Dilapidation and Lien on the property at the Washington County Clerk’s office on May 30, 2023 (**Exhibit D**), giving the owner 30 days to demolish and remove the structures, or else the City would do so after that time, and bill the owner for the cost. The owner acknowledges the structures are dilapidated.

II. STAFF COMMENTS AND ANALYSIS

The owner requested assistance under the City’s Voluntary Demolition Program. The City obtained a quote from a demolition contractor for \$5,950 to demolish and remove the house and accessory structure. The owner pays \$1.00 per square foot up to \$1,000, plus any remaining cost exceeding the City’s maximum contribution of \$3,000. The owner also pays the City a \$100 administration fee. The allocation of the cost is as follows:

	Owner pays:	\$ 1,000
	City contribution:	\$ 3,000
	Owner pays remaining cost:	\$ <u>1,950</u>
City contractor bid:	Total Demolition Cost:	\$ <u>5,950</u>
<u>\$5,950</u>		
Owner’s Cost	Owner’s share of demolition cost:	\$ 2,950
Summary:	Administration fee:	\$ <u>100</u>
	Owner’s Total Cost:	\$ <u>3,050</u>

The owner has agreed to enter into an agreement with the City (**Exhibit E**) under the terms of that program.

III. RECOMMENDED ACTION

Staff recommends approval of this agreement between Michael Postrach and the City of Bartlesville for the voluntary demolition of dilapidated structures on property addressed as 1306 SW Hickory Ave.

EXHIBIT A—Aerial Image

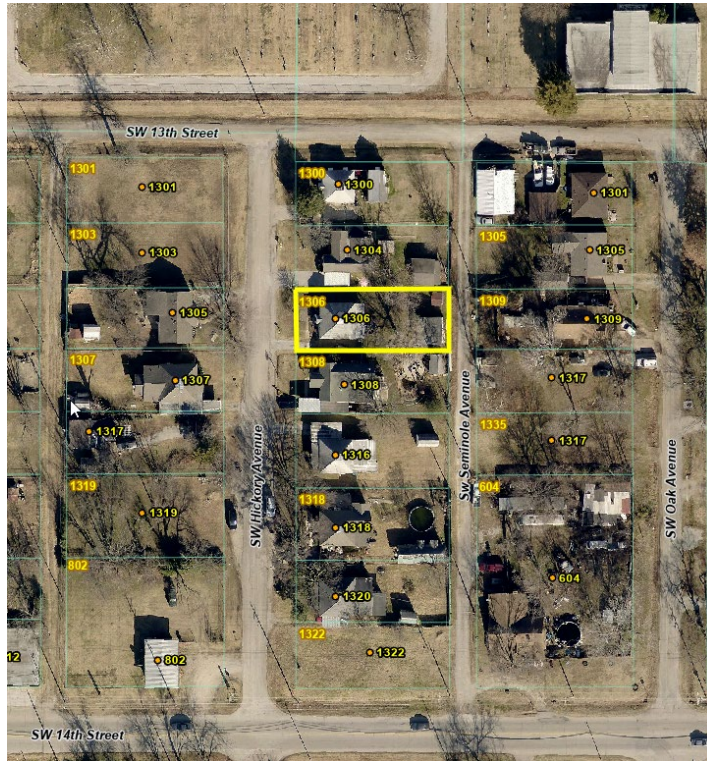


EXHIBIT B—Zoning

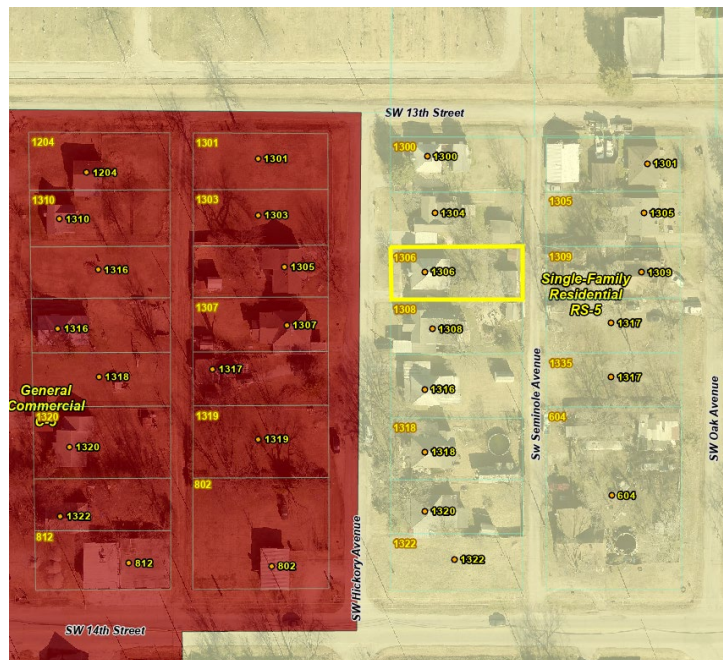


EXHIBIT C—Photo of Property





NOTICE OF DILAPIDATION
AND LIEN CLAIM
City of Bartlesville, Oklahoma
City Clerk's Office

**PUBLIC NOTICE OF DILAPIDATION: STRUCTURE UNFIT FOR OCCUPANCY
ORDER TO DEMOLISH AND REMOVE; CITY LIEN CLAIM**

TO THE COUNTY CLERK OF WASHINGTON COUNTY, OKLAHOMA

CASE NO: DS-0523-0178
Owner of Record: POSTRACH MICHAEL L
1308 SW HICKORY AVE
BARTLESVILLE, OK 74003-0000
Property Location: 1306 SW HICKORY
Legal Description: LOT 17 BLK 6 MC CALEBS, Bartlesville, Washington County, Oklahoma
Hearing Date: 05/25/2023

A Public Nuisance Administrative Hearing was held in accordance with Title 11 O S Section 22-112, on 05/25/2023 concerning the existence of one or more dilapidated structures (hereinafter referred to as "dilapidated structure") on the property as identified above, which has been declared a public nuisance in accordance with the Code of Ordinances of the City of Bartlesville, Oklahoma

At said hearing, determination was made that written notice had been properly served upon the property owner as shown by the records of the County Treasurer of Washington County, Oklahoma, and in accordance with the Code of Ordinances of the City of Bartlesville, Oklahoma and Oklahoma State Law. At said hearing, the owner failed to show cause why said nuisance should not be abated by the City and the expense thereof charged against the property as authorized by Oklahoma State Law

As a result of this hearing, the Hearing Officer found that through neglect or injury, one or more structures located on the property is dilapidated as defined by Oklahoma State Law, and that said dilapidated structure has become detrimental to the health, safety or welfare of the general public and the community, or creates a fire hazard which is dangerous to other property. As such, the Hearing Officer found that the property would be benefited by the removal of said dilapidated structure and has ordered such dilapidated structure to be torn down and removed from the property

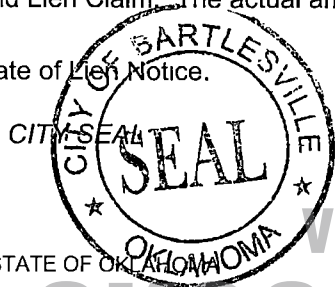
On 05/25/2023, the Hearing Officer ordered the property owner as identified above to tear down and remove the dilapidated structure and set reasonable dates as identified below for the commencement and completion of this work. A demolition permit must be obtained from the City of Bartlesville Chief Building Official or his designee before the demolition can be commenced

Commencement Date: 5/27/23 **Completion Date:** 6/26/23

If the property owner fails to complete this work by the completion date identified above, the Hearing Officer has ordered that authorized officers of the City of Bartlesville, Oklahoma, or designated agents thereof, to take corrective action to dismantle and remove said dilapidated structure existing upon the property by any legal procedure necessary and to report the cost thereof to the Hearing Officer. The demolition and removal of said dilapidated structure by the City will begin after the above identified completion date if an inspection of the property confirms that the dilapidated structure still exists on the property. This document shall serve as constructive notice to subsequent property owners, purchasers, mortgagees, encumbrancers, or creditors from the time it is filed with the Washington County Clerk's Office.

A bill for all actual costs and expenses associated with the abatement of this public nuisance shall be prepared by the City Clerk and mailed to the property owner shown above. Should said bill not be paid in full within the time period identified therein, said actual costs and expenses shall be certified to the County Treasurer of Washington County, Oklahoma and shall be placed on the tax rolls for said property, and thereby become a lien against the property. The City of Bartlesville claims a lien on this property for the actual costs and expenses of dismantling and removing said dilapidated structure, and such costs are the personal obligation of the property owner, their successors, and assigns from and after date of filing this Notice of Dilapidation and Lien Claim. The actual amount of said lien will be filed once the dismantling and removal is completed by the City

Date of Lien Notice.



Jason Muninger

Jason Muninger, City Clerk
City of Bartlesville

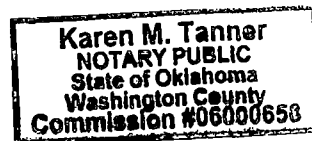
STATE OF OKLAHOMA)
COUNTY OF WASHINGTON) ss

Before me, the undersigned Notary Public in and for said County and State, on this 30th day of May, 2023, personally appeared Jason Muninger, to me known to be the identical person who executed this instrument on behalf of the City of Bartlesville as the City Clerk, and acknowledged to me that he executed same as his free and voluntary act and deed, and as the free and voluntary act and deed of the City of Bartlesville, for the uses and purposes herein set forth

Given under my hand and seal the day and year last above written
My Commission Expires Jan. 17, 2026

Karen M. Tanner

Notary Public



VIEW ADDITIONAL LAND RECORDS AT
OKCOUNTYRECORDS.COM



NOTICE OF DILAPIDATION
AND LIEN CLAIM
City of Bartlesville, Oklahoma
City Clerk's Office

**PUBLIC NOTICE OF DILAPIDATION: STRUCTURE UNFIT FOR OCCUPANCY
ORDER TO DEMOLISH AND REMOVE; CITY LIEN CLAIM**

TO THE COUNTY CLERK OF WASHINGTON COUNTY, OKLAHOMA

CASE NO: DS-0523-0179
Owner of Record: POSTRACH MICHAEL L
1308 SW HICKORY AVE
BARTLESVILLE, OK 74003-0000
Property Location: 1306 SW HICKORY
Legal Description: LOT 17 BLK 6 MC CALEBS, Bartlesville, Washington County, Oklahoma
Hearing Date: 05/25/2023

A Public Nuisance Administrative Hearing was held in accordance with Title 11 O S Section 22-112, on 05/25/2023 concerning the existence of one or more dilapidated structures (hereinafter referred to as "dilapidated structure") on the property as identified above, which has been declared a public nuisance in accordance with the Code of Ordinances of the City of Bartlesville, Oklahoma.

At said hearing, determination was made that written notice had been properly served upon the property owner as shown by the records of the County Treasurer of Washington County, Oklahoma, and in accordance with the Code of Ordinances of the City of Bartlesville, Oklahoma and Oklahoma State Law. At said hearing, the owner failed to show cause why said nuisance should not be abated by the City and the expense thereof charged against the property as authorized by Oklahoma State Law

As a result of this hearing, the Hearing Officer found that through neglect or injury, one or more structures located on the property is dilapidated as defined by Oklahoma State Law, and that said dilapidated structure has become detrimental to the health, safety or welfare of the general public and the community, or creates a fire hazard which is dangerous to other property. As such, the Hearing Officer found that the property would be benefited by the removal of said dilapidated structure and has ordered such dilapidated structure to be torn down and removed from the property

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If the property owner fails to complete this work by the completion date identified above, the Hearing Officer has ordered that authorized officers of the City of Bartlesville, Oklahoma, or designated agents thereof, to take corrective action to dismantle and remove said dilapidated structure existing upon the property by any legal procedure necessary and to report the cost thereof to the Hearing Officer. The demolition and removal of said dilapidated structure by the City will begin after the above identified completion date if an inspection of the property confirms that the dilapidated structure still exists on the property. This document shall serve as constructive notice to subsequent property owners, purchasers, mortgagees, encumbrancers, or creditors from the time it is filed with the Washington County Clerk's Office.

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Date of Lien Notice: 5/30/23
CITY SEAL
STATE OF OKLAHOMA)
COUNTY OF WASHINGTON) ss

Jason Muninger, City Clerk
City of Bartlesville

Before me, the undersigned Notary Public in and for said County and State, on this 30th day of MAY, 2023, personally appeared Jason Muninger, to me known to be the identical person who executed this instrument on behalf of the City of Bartlesville as the City Clerk, and acknowledged to me that he executed same as his free and voluntary act and deed, and as the free and voluntary act and deed of the City of Bartlesville, for the uses and purposes herein set forth

Given under my hand and seal the day and year last above written
My Commission Expires JAN. 17, 2024

Notary Public

Karen M. Tanner
NOTARY PUBLIC
State of Oklahoma
Washington County
Commission #05000658

Exhibit E

PROPERTY OWNER CONSENT DEMOLITION PROGRAM
City of Bartlesville, Oklahoma
RELEASE AND AGREEMENT
VOLUNTARY DILAPIDATED STRUCTURE REMOVAL
3RD Party Contract
[Case No. DS-0523-0178 & DS-0523-0179]

This Release and Agreement is hereby made and entered into this 5th day of September, 2023, by and between the City of Bartlesville, Oklahoma, a municipal corporation, hereinafter referred to as City, and MICHAEL L. POSTRACH, hereinafter referred to as Owner.

Whereas, MICHAEL L. POSTRACH is the Owner, free and clear of any outstanding liens, mortgages, and encumbrances of the real property located at and described in the following legal description: LOT SEVENTEEN (17) IN BLOCK SIX (6) MCCALED ADDITION TO THE CITY OF BARTLESVILLE, OKLAHOMA addressed as 1306 SW Hickory Ave; and,

Whereas, Owner owns a vacant substandard, deteriorated, or dilapidated building located on the above-described property; and,

Whereas, Owner desires to have the building removed from the property and acknowledges that its removal is for the betterment of the public's health, safety, and welfare; and,

Whereas, City is willing to remove the building by demolition to be conducted by a contractor chosen by the City of Bartlesville; and,

Whereas, Owner is agreeable to allowing the City to demolish the building, remove all demolition debris and grade the site at the above location; and,

Whereas, for and in consideration of the City of Bartlesville providing services in the form of removing a building owned by and with consent by Owner, that a fee shall apply.

Now, therefore, Owner and City agree as follows:

1. This Release and Agreement is entered into voluntarily and is intended to release the City of Bartlesville, its officers and employees, and agents thereof, for any and all claims that may occur as a result of services performed.
2. City shall remove the building described above by demolition with voluntary consent of Owner. Owner acknowledges the vacant structure is in a substandard, deteriorated, or dilapidated condition, and that its removal benefits the public's health, safety, and welfare.
3. For and in consideration of the City providing services in the form of removing a building owned by and with consent by Owner, for demolition of the structure, removal of demolition debris and site grading, City will be paid by the Owner an administrative fee of \$100, plus a fee in the amount of \$1.00 per square foot up to 1,000 square feet, and additional fees that exceed the City's maximum participation of \$3,000.00, that is \$3,050.00 to be paid in full by the Owner to the City upon the parties signing/accepting the terms of this agreement. In the event the check or financial instrument fails to clear, this contract/agreement shall become null and void. Upon the Owner's check or financial instrument clearing the financial institution, the City then shall pay \$2,950.00 to the designated contractor, and the actual work may proceed. The remaining cost to the contractor is \$3,000.00 and will be paid by the City upon completion of the work.

4. Owner certifies that no liens, mortgages or other ownership(s) exist concerning said property. Furthermore, any and all insurance policies covering the building, and/or any personal contents contained therein, have been cancelled and removed, and are, therefore, no longer in force and effect.
5. Owner shall indemnify and hold City harmless of and from any and all claims, suits, actions, or judgments, including all expenses, attorney fees, witness fees, cost of defending any such action or claim, or appeals, therefrom, arising out of the City of Bartlesville's demolition of the building.
6. Owner certifies that there are no hazardous materials located, stored, kept, maintained or possessed on or about the above-described property.

APPROVED BY OWNER:

APPROVED BY CITY:

Michael L. Postrach

Dale Copeland, Mayor

Date

Date

SUBSCRIBED AND SWORN to before me this
____ day of _____, 2023.

ATTEST:

NOTARY PUBLIC

City Clerk

My Commission Expires: _____

(City Seal)

Commission Number: _____

VOLUNTARY DILAPIDATED STRUCTURE REMOVAL
3RD Party Contract

THE PROPERTY IN QUESTION IS LOCATED WITHIN THE ZINC OVERLAY DISTRICT. IF REQUIRED, THE CITY WILL COLLECT THE SOIL SAMPLES AND HAVE THEM TESTED AT OWNER'S EXPENSE. SHOULD THE SOIL TEST POSITIVE FOR CONTAMINATION AND REQUIRE REMEDIATION, THIS WILL BE THE PROPERTY OWNERS' RESPONSIBILITY, IN THE EVENT THAT THE CONCRETE SLABS ARE REMOVED.

BARTLESVILLE NEXT PROGRESS REPORT - September 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	100%	
2		Within six months of adoption of Strategic plan, investigate potential vacation buyback program.	HR	10/23	25%	
3		Implement a job swap program for employees.	HR	10/23	100%	
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	90%	Adjusted City Hall hours and will issue policy for all other departments this month.
Improve and modernize our workplace including seeking accreditations for operational excellence, developing a performance and reward-based evaluation process,						
1		Develop a committee to research best practices and accreditation programs.	Admin	10/23	75%	Committee has met and is gathering data.
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	100%	
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	20%	
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%	Changed the date to match up with our fiscal year. Original completion date was 4/24.
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	100%	
4		Develop feedback cards for golf course, library and other City services as appropriate.	Admin	10/23	75%	All ideas for feedback cards have been submitted and are being reviewed.
5		Continue to enhance, improve, and promote City Beat and grow subscription base by 10%.	CCO	04/24	100%	
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	90%	This will be discussed at our Oct workshop.

BARTLESVILLE NEXT PROGRESS REPORT - September 2023

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	65%	This will be discussed at our Oct workshop.
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%	This will be discussed at our Oct workshop.
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	10%	
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	85%	This will be discussed at our Oct workshop.
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	25%	
ii	Signs and signals	Eng	10/25	50%	
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%	
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	50%	

BARTLESVILLE NEXT PROGRESS REPORT - September 2023

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	100%	
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	40%	
	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%	
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	15%	Tied to the comprehensive plan.
2		Create a Trails/Multi-model plan that incorporates existing assets and plans such as bicycle plan.	CD/S&T		0%	Tied to the comprehensive plan.
	a	Review, evaluate, and update the Bicycle Plan	CD/S&T	04/24	0%	Tied to the comprehensive plan.
Ensure and maintain clean, bright, vibrant community spaces.						

BARTLESVILLE NEXT PROGRESS REPORT - September 2023

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	25%	Installation has been delayed by availability of locks. To mitigate, we ordered all locks needed for the entire project.
	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	75%	Staff is investigating the possibility of a beautification council.
	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	90%	
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						
1		Child Care:	Admin			
	a	Collaborate with local groups to help find solutions to the local child care shortage.	Admin	04/24	60%	
	b	Help advocate for reform of child care regulations that act as barriers to new facilities.	Admin		60%	
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	50%	
3		Homelessness:	PD			
	a	Collaborate with local groups seeking to reduce homelessness including "United Way" and "B the Light".	Admin/CD	04/24	40%	
	b	Review existing laws and enforcement policies and retrain police officers to better handle crimes committed by the homeless.	Admin/PD	04/24	50%	
	c	Utilize the mental health team data from PD to better understand our homeless population, how many homeless are in Bartlesville, and why they are here.	Admin/PD	04/24	75%	

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Receipt of Interim Financials for the one month ending July 31, 2023.

Attachments:

Interim Financials for July 31, 2023

II. STAFF COMMENTS AND ANALYSIS

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



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

For The One Month Ended July 31, 2023

CITY COUNCIL

Ward 1 - Dale Copeland, Mayor

Ward 2 - Loren Roszel

Ward 3 - Jim Curd, Vice Mayor

Ward 4 - Billie Roane

Ward 5 - Trevor Dorsey

City Manager
Mike Bailey

Prepared by:

Jason Muninger
Finance Director

Alicia Shelton
Accountant

TABLE OF CONTENTS

HIGHLIGHTS

MAJOR FUNDS:

GENERAL FUND

WASTEWATER OPERATING/BMA WASTEWATER FUNDS

WATER OPERATING/BMA WATER FUNDS

SANITATION

OTHER FUNDS:

REVENUE BUDGET STATUS

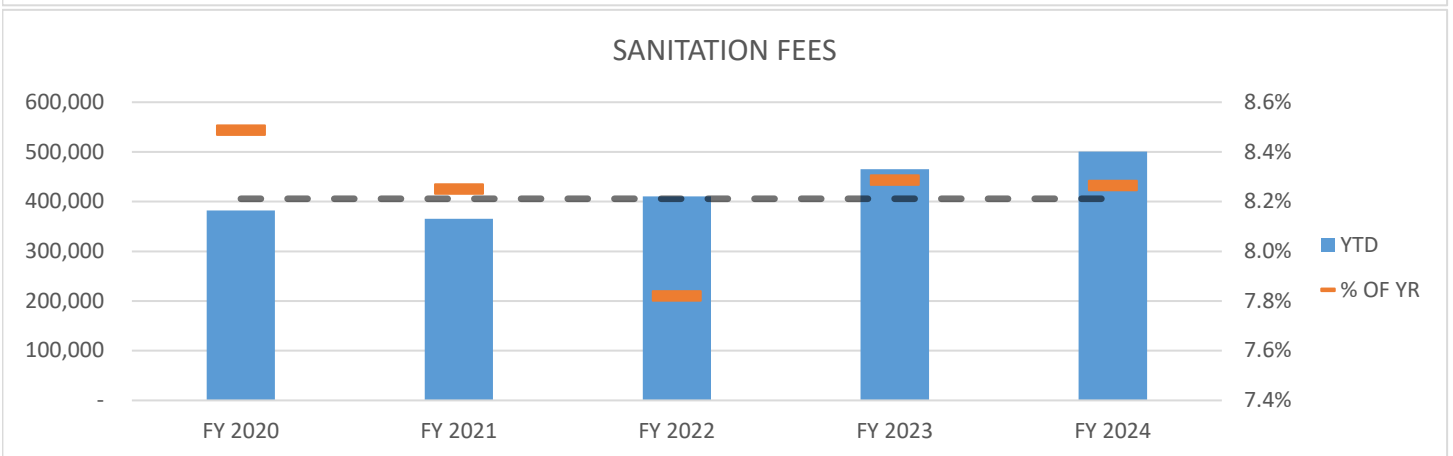
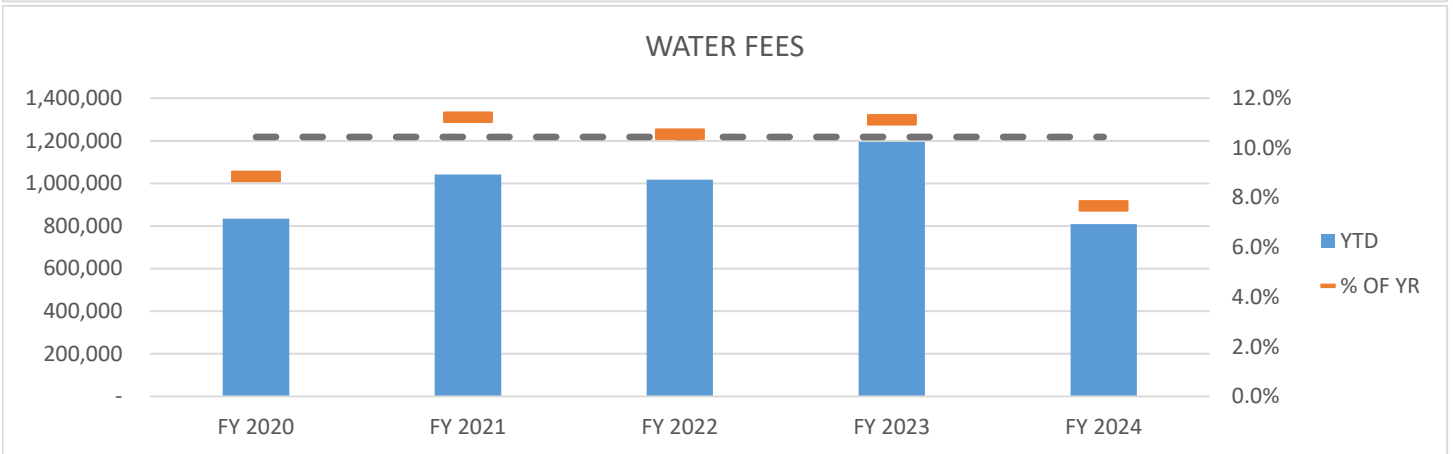
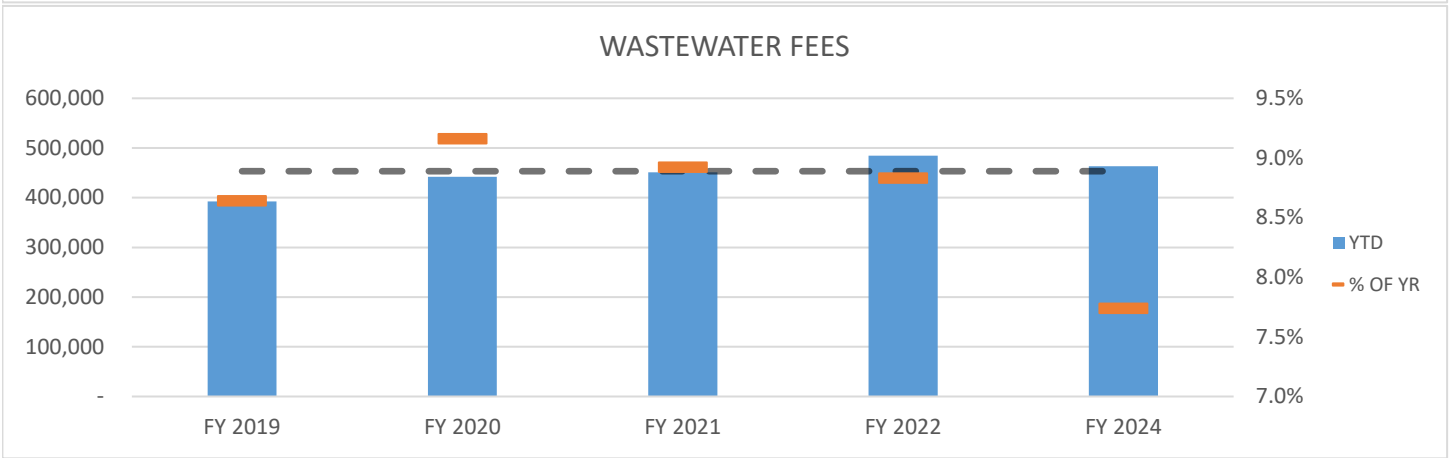
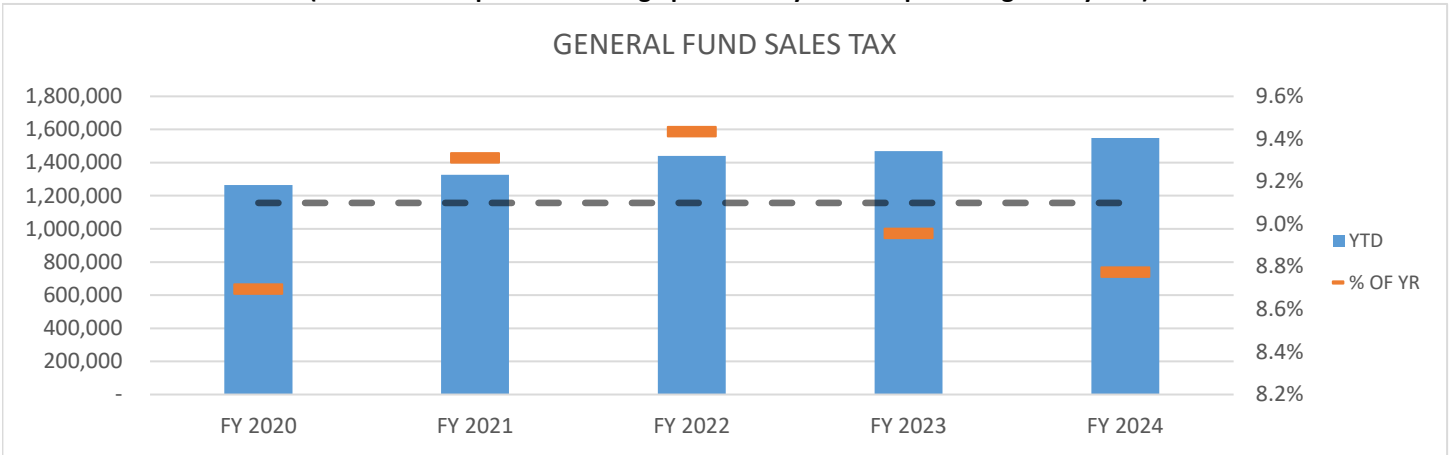
EXPENDITURE BUDGET STATUS

CHANGE IN FUND BALANCE

EXPLANATORY MEMO

FINANCIAL STATEMENT REVENUE HIGHLIGHTS

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



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

8% of Year Lapsed

	<u>2023-24 Fiscal Year</u>					% of Budget	<u>2022-23 Fiscal Year</u>	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total		YTD Total	% Total Year
Revenue:								
Sales Tax	\$ 17,643,955	\$ 1,470,330	\$ 1,548,349	\$ -	\$ 1,548,349	8.8%	\$ 1,469,597	8.1%
Use Tax	2,500,000	208,333	368,121	-	368,121	14.7%	-	0.0%
Gross Receipt Tax	1,582,000	131,833	81,087	-	81,087	5.1%	84,462	5.2%
Licenses and Permits	256,700	21,392	98,723	-	98,723	38.5%	89,746	34.9%
Intergovernmental	700,400	58,367	57,824	-	57,824	8.3%	102,318	14.4%
Charges for Services	478,800	39,900	75,709	-	75,709	15.8%	45,668	7.6%
Court Costs	160,000	13,333	14,182	-	14,182	8.9%	21,821	11.5%
Police/Traffic Fines	460,000	38,333	31,195	-	31,195	6.8%	43,900	10.8%
Parking Fines	68,200	5,683	2,910	-	2,910	4.3%	4,630	9.7%
Other Fines	80,400	6,700	5,494	-	5,494	6.8%	7,698	11.0%
Investment Income	150,000	12,500	219,120	-	219,120	146.1%	8,333	0.9%
Miscellaneous Income	875,700	72,975	33,820	-	33,820	3.9%	21,983	2.9%
Transfers In	<u>6,561,228</u>	<u>546,769</u>	<u>546,780</u>	<u>-</u>	<u>546,780</u>	8.3%	<u>764,245</u>	8.3%
Total	<u>\$ 31,517,383</u>	<u>\$ 2,626,448</u>	<u>\$ 3,083,314</u>	<u>\$ -</u>	<u>\$ 3,083,314</u>	9.8%	<u>\$ 2,664,400</u>	7.7%
Expenditures:								
General Government	\$ 8,965,657	\$ 747,138	\$ 721,835	\$ 243,237	\$ 965,072	10.8%	\$ 1,286,168	15.7%
Public Safety	16,604,031	1,383,669	1,361,396	269,559	1,630,955	9.8%	1,822,374	11.8%
Street	2,051,398	170,950	149,970	1,403	151,373	7.4%	176,907	9.8%
Culture and Recreation	3,666,412	305,534	281,625	36,921	318,546	8.7%	366,367	11.2%
Transfers Out	4,189,369	349,114	349,142	-	349,142	8.3%	334,302	8.3%
Reserves	<u>1,194,800</u>	<u>99,567</u>	<u>-</u>	<u>-</u>	<u>-</u>	0.0%	<u>-</u>	N.A.
Total	<u>\$ 36,671,667</u>	<u>\$ 3,055,972</u>	<u>\$ 2,863,968</u>	<u>\$ 551,120</u>	<u>\$ 3,415,088</u>	9.3%	<u>\$ 3,986,118</u>	12.2%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 6,559,526					
Net Revenue (Expense)			<u>219,346</u>					
Ending Fund Balance			<u>\$ 6,778,872</u>					

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

8% of Year Lapsed

	<u>2022-23 Fiscal Year</u>						<u>2021-22 Fiscal Year</u>	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total	% of Budget	YTD Total	% Total Year
Revenue:								
Wastewater Fees	\$ 6,007,344	\$ 500,612	\$ 463,682	\$ -	\$ 463,682	7.7%	\$ 484,695	9.7%
Investment Income	-	-	-	-	-	N.A.	-	0.0%
Debt Proceeds	-	-	-	-	-	N.A.	-	N.A.
Miscellaneous	<u>30,000</u>	<u>2,500</u>	<u>243</u>	<u>-</u>	<u>243</u>	0.8%	<u>75</u>	0.4%
Total	<u>\$ 6,037,344</u>	<u>\$ 503,112</u>	<u>\$ 463,925</u>	<u>\$ -</u>	<u>\$ 463,925</u>	7.7%	<u>\$ 484,770</u>	9.7%
Expenditures:								
Wastewater Plant	\$ 2,965,385	\$ 247,115	\$ 24,345	\$ 2,926,788	\$ 2,951,133	99.5%	\$ 2,668,372	100.0%
Wastewater Maint	861,009	71,751	58,524	3,595	62,119	7.2%	64,217	9.8%
BMA Expenses	27,735	2,311	-	-	-	0.0%	-	N.A.
Transfers Out	1,646,975	137,248	137,258	-	137,258	8.3%	136,894	9.5%
Reserves	<u>88,790</u>	<u>7,399</u>	<u>-</u>	<u>-</u>	<u>-</u>	0.0%	<u>-</u>	N.A.
Total	<u>\$ 5,589,894</u>	<u>\$ 465,824</u>	<u>\$ 220,127</u>	<u>\$ 2,930,383</u>	<u>\$ 3,150,510</u>	56.4%	<u>\$ 2,869,483</u>	60.3%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 2,904,457					
Net Revenue (Expense)			<u>243,798</u>					
Ending Fund Balance			<u>\$ 3,148,255</u>					

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

8% 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	\$ 11,091,140	\$ 924,262	\$ 852,593	\$ -	\$ 852,593	7.7%	\$ 1,237,169	11.8%
Investment Income	-	-	-	-	-	N.A.	-	0.0%
Debt Proceeds	-	-	-	-	-	N.A.	-	N.A.
Miscellaneous	-	-	-	-	-	N.A.	-	0.0%
Total	<u>\$ 11,091,140</u>	<u>\$ 924,262</u>	<u>\$ 852,593</u>	<u>\$ -</u>	<u>\$ 852,593</u>	7.7%	<u>\$ 1,237,169</u>	11.8%
Expenditures:								
Water Plant	\$ 3,930,908	\$ 327,576	\$ 321,791	\$ 36,804	\$ 358,595	9.1%	\$ 658,082	23.7%
Water Administration	403,611	33,634	29,928	11,148	41,076	10.2%	61,794	18.3%
Water Distribution	2,251,525	187,627	119,648	19,139	138,787	6.2%	215,804	16.0%
BMA Expenses	3,826,024	318,835	156,780	(156,780)	-	0.0%	1,000	0.0%
Transfers Out	2,585,280	215,440	215,451	-	215,451	8.3%	214,128	9.6%
Reserves	294,520	24,543	-	-	-	0.0%	-	N.A.
Total	<u>\$ 13,291,868</u>	<u>\$ 1,107,655</u>	<u>\$ 843,598</u>	<u>\$ (89,689)</u>	<u>\$ 753,909</u>	5.7%	<u>\$ 1,150,808</u>	11.9%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 7,243,671					
Net Revenue (Expense)			<u>8,995</u>					
Ending Fund Balance			<u>\$ 7,252,666</u>					

SANITATION FUND

Statement of Revenue, Expenditures, and Changes in Fund Balances

8% of Year Lapsed

	2023-24 Fiscal Year					% of Budget	2022-23 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total		YTD Total	% Total Year
Revenue:								
Collection Fees	\$ 6,055,185	\$ 504,599	\$ 492,745	\$ -	\$ 492,745	8.1%	\$ 458,100	7.9%
Investment Income	-	-	-	-	-	N.A.	-	N.A.
Miscellaneous	173,239	45,669	11,627	-	11,627	6.7%	10,850	6.5%
Transfers In	-	-	-	-	-	N.A.	-	N.A.
Total	\$ 6,228,424	\$ 550,268	\$ 504,372	\$ -	\$ 504,372	8.1%	\$ 468,950	7.9%
Expenditures:								
Sanitation	\$ 3,564,131	\$ 297,011	\$ 250,965	\$ 325,002	\$ 575,967	16.2%	\$ 249,037	7.6%
Transfers Out	2,649,730	220,811	220,820	-	220,820	8.3%	220,626	8.3%
Reserves	134,997	11,250	-	-	-	0.0%	-	N.A.
Total	\$ 6,348,858	\$ 529,072	\$ 471,785	\$ 325,002	\$ 796,787	12.6%	\$ 469,663	7.9%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 322,482					
Net Revenue (Expense)			<u>32,587</u>					
Ending Fund Balance			<u>\$ 355,069</u>					

ALL OTHER FUNDS

Revenue Budget Report - Budget Basis

8% of Year Lapsed

	<u>Budget</u>	<u>Actuals</u>	<u>Percent of Budget</u>
Special Revenue Funds:			
Economic Development Fund	1,902,083	169,664	9%
E-911 Fund	1,095,403	98,094	9%
Special Library Fund	88,000	7,789	9%
Special Museum Fund	-	25,000	N/A
Municipal Airport Fund	-	-	N/A
Harshfield Library Donation Fund	-	-	N/A
Restricted Revenue Fund	-	-	N/A
Golf Course Memorial Fund	-	-	N/A
CDBG-COVID	-	-	N/A
ARPA	-	-	N/A
Justice Assistance Grant Fund	-	-	N/A
Neighborhood Park Fund	-	-	N/A
Cemetery Care Fund	2,600	185	7%
Debt Service Fund	4,818,069	41,431	1%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	3,330,030	292,228	9%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	-	4,000	N/A
Wastewater Regulatory Capital Fund	-	-	N/A
City Hall Capital Improvement Fund	47,880	47,880	100%
Storm Drainage Capital Improvement Fund	-	-	N/A
Community Development Block Grant Fund	-	-	N/A
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	663,654	84,917	13%
Sooner Pool Operating Fund	72,245	6,025	8%
Frontier Pool Operating Fund	94,205	7,855	8%
Municipal Airport Operating	585,975	67,124	11%
Internal Service Funds:			
Worker's Compensation Fund	93,460	15,455	17%
Health Insurance Fund	3,757,814	529,244	14%
Auto Collision Insurance Fund	75,000	6,261	8%
Stabilization Reserve Fund	1,291,774	107,668	8%
Capital Improvement Reserve Fund	6,998,023	600,519	9%
Mausoleum Trust Fund	-	-	N/A

ALL OTHER FUNDS

Expenditure Budget Report - Budget Basis

8% of Year Lapsed

	<u>Budget</u>	<u>Actuals</u>	<u>Percent of Budget</u>
Special Revenue Funds:			
Economic Development Fund	5,416,131	1,375,632	25%
E-911 Fund	1,226,020	83,053	7%
Special Library Fund	185,000	4,844	3%
Special Museum Fund	51,500	1,924	4%
Municipal Airport Fund	28,508	-	0%
Harshfield Library Donation Fund	382,568	-	0%
Restricted Revenue Fund	295,441	720	0%
Golf Course Memorial Fund	40,940	20,000	49%
CDBG-COVID	-	-	N/A
ARPA	1,000,000	83,337	8%
Justice Assistance Grant Fund	7,619	-	0%
Neighborhood Park Fund	29,599	-	0%
Cemetery Care Fund	12,303	-	0%
Debt Service Fund	4,820,069	-	0%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	5,891,206	444,679	8%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	27,542	125	0%
Wastewater Regulatory Capital Fund	554,842	8	0%
City Hall Capital Improvement Fund	170,362	-	0%
Storm Drainage Capital Improvement Fund	55,577	7,447	13%
Community Development Block Grant Fund	-	-	N/A
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	3,885	-	0%
2015 G.O. Bond Fund	-	-	N/A
2017 G.O. Bond Fund	-	-	N/A
2018A G.O. Bond Fund	-	-	N/A
2018B G.O. Bond Fund	28,659	-	0%
2018C G.O. Bond Fund	-	-	N/A
2019A G.O. Bond Fund	326,564	-	0%
2019B G.O. Bond Fund	341,460	-	0%
2021A G.O. Bond Fund	521,244	-	0%
2022 G.O. Bond Fund	4,880,960	-	0%
Proprietary Funds:			
Adams Golf Course Operating Fund	665,922	161,263	24%
Sooner Pool Operating Fund	79,562	7,172	9%
Frontier Pool Operating Fund	94,230	7,097	8%
Municipal Airport Operating	670,036	70,623	11%
Internal Service Funds:			
Worker's Compensation Fund	430,000	29,091	7%
Health Insurance Fund	4,079,068	475,128	12%
Auto Collision Insurance Fund	443,559	-	0%
Stabilization Reserve Fund	11,933,651	-	0%
Capital Improvement Reserve Fund	12,390,050	155,348	1%
Mausoleum Trust Fund	7,791	-	0%

ALL OTHER FUNDS

Fund Balance Report - Modified Cash Basis

8% of Year Lapsed

	<u>Beginning of Year</u>	<u>Change</u>	<u>Current</u>
Special Revenue Funds:			
Economic Development Fund	3,705,288	(201,176)	3,504,112
E-911 Fund	214,997	17,314	232,311
Special Library Fund	290,970	(5,430)	285,540
Special Museum Fund	139,059	23,076	162,135
Municipal Airport Fund	80,702	-	80,702
Harshfield Library Donation Fund	463,144	-	463,144
Restricted Revenue Fund	409,319	(720)	408,599
Golf Course Memorial Fund	45,891	(400)	45,491
CDBG-COVID	-	-	-
ARPA	1,762,952	(83,337)	1,679,615
Justice Assistance Grant Fund	7,619	-	7,619
Neighborhood Park Fund	60,222	-	60,222
Cemetery Care Fund	10,055	185	10,240
Debt Service Fund	3,726,110	41,431	3,767,541
Capital Project Funds:			
Sales Tax Capital Improvement Fund	3,737,112	37,161	3,774,273
Park Capital Improvement Fund	-	-	-
Wastewater Capital Improvement Fund	162,540	(10,405)	152,135
Wastewater Regulatory Capital Fund	840,690	(931)	839,759
City Hall Capital Improvement Fund	125,618	47,880	173,498
Storm Drainage Capital Improvement Fund	57,026	(7,447)	49,579
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	-	-	-
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	56,485	-	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	-	-	-
2019A G.O. Bond Fund	327,431	-	327,431
2019B G.O. Bond Fund	397,717	(20,325)	377,392
2021A G.O. Bond Fund	526,494	-	526,494
2022A G.O. Bond Fund	6,765,084	(25,215)	6,739,869
Proprietary Funds:			
Adams Golf Course Operating Fund	19,376	16,793	36,169
Sooner Pool Operating Fund	21,830	(1,147)	20,683
Frontier Pool Operating Fund	23,562	(2,311)	21,251
Municipal Airport Operating	309,066	25,991	335,057
Internal Service Funds:			
Worker's Compensation Fund	196,884	6,734	203,618
Health Insurance Fund	45,564	145,015	190,579
Auto Collision Insurance Fund	509,867	6,261	516,128
Stabilization Reserve Fund	11,933,651	107,668	12,041,319
Capital Improvement Reserve Fund	17,068,585	531,989	17,600,574
Mausoleum Trust Fund	8,164	-	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 the Examiner Enterprise

July 19, 21, & 22, 2023

NOTICE TO BIDDERS

The City of Bartlesville will accept sealed bids for the purchase of the following described items at the office of the City Clerk, 401 S Johnstone Ave, Bartlesville, Oklahoma until the hour of 2:00 p.m. on Tuesday, August 15, 2023.

2023-2024-004 Concrete

For complete Bid Specs please visit our website at www.cityofbartlesville.org under Bid Applications

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

NAME AND ADDRESS OF BIDDER
BID NUMBER

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

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

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

Dated this 12th Day of July, 2023

Jason Muninger
City Clerk /CFO

Published in the Examiner Enterprise

July 19, 21 & 22, 2023

NOTICE TO BIDDERS

The City of Bartlesville will accept sealed bids for the purchase of the following described items at the office of the City Clerk, 401 S Johnstone Ave, Bartlesville, Oklahoma until the hour of 2:00 p.m. on Tuesday, August 15, 2023.

2023-2024-005 Asphaltic Concrete & Aggregate Base

For complete Bid Specs please visit our website at www.cityofbartlesville.org under Bid Applications

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

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BID NUMBER

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

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

Dated this 12th Day of July, 2023

Jason Muninger
City Clerk /CFO

Published in the Examiner Enterprise

August 2, 5, & 9, 2023

NOTICE TO BIDDERS

The City of Bartlesville will accept sealed bids for the purchase of the following described items at the office of the City Clerk, 401 S Johnstone Ave, Bartlesville, Oklahoma until the hour of 2:00 p.m. on Tuesday, August 22, 2023.

2023-2024-006

Custom Top Mount Pumper Fire Apparatus

For complete Bid Specs please visit our website at www.cityofbartlesville.org under Bid Applications

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

NAME AND ADDRESS OF BIDDER
BID NUMBER

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

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

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

Dated this 19th Day of July 2023.

Jason Muninger
Finance Director

(Published in Bartlesville, OK Examiner-Enterprise 7/29/2023, 8/2/2023, & 8/5/2023)

INVITATION FOR BIDS

**City of Bartlesville
Concrete Pavement Rehabilitation Crestland Dr and Baylor Pl
Bid No. 2023-2024-007**

Notice is hereby given that the City of Bartlesville will receive sealed bids at the office of the City Clerk until **2:00 p.m.** on the 21st day of August, 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 August 8th, 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:

3,062	SY	FULL DEPTH P.C.C PATCH (FULL PANEL)
759	LF	COMBINED CURB AND GUTTER
184	SY	FULL DEPTH P.C.C. PATCH (PARTIAL PANEL)
154	LF	CONCRETE SIDEWALK

Proposals shall be submitted in sealed envelopes and marked, "City Clerk, City Hall, 401 S. Johnstone, Bartlesville, Oklahoma 74003, **Concrete Pavement Rehabilitation Crestland Dr and Baylor Pl, Bid No. 2023-2024-007**". Proposals shall be accompanied by a five percent (5%) bid guarantee.

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

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

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

DATED this 25th day of JULY, 2023.

Jason Muninger
City Clerk
By: *Kim Toulouse*
Deputy Clerk

Published in the Examiner Enterprise

August 12th, 16th & 19th 2023

NOTICE TO BIDDERS

The City of Bartlesville will accept sealed bids for the purchase of the following described items at the office of the City Clerk, 401 S. Johnstone Ave, Bartlesville, Oklahoma until the hour of 2:00 p.m. on Tuesday, September 5, 2023.

2023-2024-008 Gravity Belt Polymer Feed System

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

NAME AND ADDRESS OF BIDDER
BID NUMBER

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

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

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

Dated this 9th day of August 2023.

Terry L. Lauritsen

Terry L. Lauritsen
Director of Water Utilities

**Published in the Examiner Enterprise
August 12th, 16th & 19th, 2023**

NOTICE TO BIDDERS

The City of Bartlesville will accept sealed bids for the purchase of the following described items at the office of the City Clerk, 401 S Johnstone Ave, Bartlesville, Oklahoma until the hour of 2:00 p.m. on Tuesday, September 5, 2023.

2023-2024-009 One (1) New Production Day Cab Truck Tractor

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

NAME AND ADDRESS OF BIDDER
BID NUMBER

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

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

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

Dated this 9th day of August, 2023.

Jason Muninger
City Clerk

By Jerry Fauster

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Bid Review Recommendation for Concrete (Bid #2023-2024-004)

Attachments:

Bid Review Recommendation for Concrete Bid #2023-2024-004

Bid Sheet (Bid #2023-2024-004)

II. STAFF COMMENTS AND ANALYSIS

Bids for concrete are taken on an annual basis. One bid was received and met all specified requirements.

The bid amount is provided on the attached form.

Sufficient funding is available in the line item #53610 for each department.

III. RECOMMENDED ACTION

Recommend award of bid for all bid items to Bartlesville Redi-Mix. On certain occasions when the awarded bidder cannot provide materials in a timely manner, the City reserved the right to use an alternate supplier.

BID REVIEW RECOMMENDATION

DATE: August 22, 2023

PROJECT: N/A

BID NO: 2023-2024-004

DESCRIPTION: Concrete

DEPARTMENT: Street, Park, Water & Wastewater

BID AMOUNT: As provided on the attached form

BUDGET AMOUNT: Sufficient funding is available in line item #53610 for each department.

COMMENTS: Bids for concrete are taken on an annual basis. One bid was received, and met all specified requirements.

RECOMMENDATION: Recommend award of bid for all bid items (see attached) to Bartlesville Redi-Mix. On certain occasions when the awarded bidder cannot provide materials in a timely manner, the City reserves the right to use an alternate supplier.



Council Member or Staff Member

8-23-23 RH

Date

**CITY OF BARTLESVILLE, OKLAHOMA
 BID SPECIFICATIONS FOR
 CONCRETE
 BID NUMBER 2023-2024-004**

Concrete:	Price per Cubic Yard:
4 sack Class C (2,000 psi min):	<u>N/A</u>
4½ sack Class C (25000 psi min):	<u>\$ 129</u>
5 sack Class B (3,000 psi min):	<u>\$ 133</u>
5 ½ sack Class B (3,500 psi min):	<u>\$ 137</u>
6 sack Class A (4,000 psi min):	<u>\$ 141</u>
7 sack Class AA:	<u>\$ 145</u>
High Early	<u>\$ 145</u>

Flowable Fill:

Flowable Fill Quick Set concrete shall contain
 Rapid set cement 100#, fly ash 0#, Sand 2970#,
 water 55 gal., air 0%:

\$ 110

Flowable Fill Regular Set concrete shall contain
 Type 1 cement 60#, Fly ash 290#, sand 2750#,
 water 55 gal., air 0%

\$ 100

Sand used in Flowable fill shall have 100% passing
 the ¾" inch sieve and 0%-20% passing the No. 200 sieve

Flyash Grout: (1827 Flyash, 1220 Cement, 75 Gals Water)

N/A

Air Entraining: 4-6%

N/A

Calcium Chloride: 1%

\$ 3

Calcium Chloride: 2%

\$ 6

Fiber mesh

\$ 6

Hot Water (140 degree min)

\$ 4

Black Pigment: Frank Davis #807 @ 6.25 lb./cy. Or equal

N/A

Minimum Order Amount: 1yd - 2 Drop max (i.e. .5 yards. etc)

\$50 per drop over 2.

If there is a price break for quantity please list

No

(*) Fuel surcharge \$48⁰⁰ per Truck

COMPANY: Bartlesville Redi-mix

ADDRESS: 1500 Tuxedo Blvd

Company Name Bartlesville Redi-mix

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

*Bid Review Recommendation for Asphaltic Concrete & Aggregate Base (Part I & II)
Bid #2023-2024-005*

Attachments:

*Bid Review Recommendation for Asphaltic Concrete & Aggregate Base (Part I & II)
Bid #2023-2024-005
Bid Sheet (Part I & II) - Bid #2023-2024-005*

II. STAFF COMMENTS AND ANALYSIS

Bids for Asphaltic Concrete (Part I) are taken on an annual basis. Bids were received from two vendors. Bison Materials LLC was determined to be the best bid due to being low bid on the primary products (Type C) and their close proximity to Bartlesville. When not applicable, the other vendors may be used.

Bids for Aggregate Base (Part II) are taken on an annual basis. Bids were received from two vendors. Bison Materials LLC met required specifications and were the best bid.

The bid amounts are provided on the attached forms.

Sufficient funding is available in annual department budgets.

III. RECOMMENDED ACTION

Recommended award of bid for Asphaltic Concrete & Aggregate Base (Part I & II) to Bison Materials LLC, of Bartlesville, OK.

BID REVIEW RECOMMENDATION

DATE: August 22, 2023

PROJECT: N/A

BID NO: 2023-2024-005 - Part I

DESCRIPTION: Asphaltic Concrete

DEPARTMENT: Street, Park, Water & Wastewater

BID AMOUNT: As provided on the attached form.

BUDGET AMOUNT: Sufficient funding is available in annual department budgets.

COMMENTS: Bids for asphaltic concrete are taken on an annual basis. Bids were received from two vendors. Bison Materials LLC was determined to be the best bid due to being low bid on the primary products (Type C) and their close proximity to Bartlesville. When not applicable, other vendors may be used.

RECOMMENDATION: Recommend award of bid for asphaltic concrete to Bison Materials LLC, of Bartlesville, Oklahoma.



Council Member or Staff Member

8-23-23 KH

Date

BID REVIEW RECOMMENDATION

DATE: August 22, 2023

PROJECT: N/A

BID NO: 2023-2024-005 - Part II

DESCRIPTION: Aggregate Base

DEPARTMENT: Street, Park, Water & Wastewater

BID AMOUNT: As provided on the attached form.

BUDGET AMOUNT: Sufficient funding is available in annual department budgets.

COMMENTS: Bids for aggregate base are taken on an annual basis. Bids were received from two vendors. Bison Materials LLC met required specifications, and were the best bid on primary products and are in close proximity to Bartlesville.

RECOMMENDATION: Recommend award of bid for aggregate base to Bison Materials LLC, of Bartlesville, Oklahoma.



Council Member or Staff Member

8-23-23 K11

Date

**CITY OF BARTLESVILLE, OKLAHOMA
BIDS FOR -
PLANT MIX BITUMINOUS BASES AND SURFACES
ASPHALTIC CONCRETE & AGGREGATE BASE
BID # 2023-2024-005**

**AGGREGATE BASE
PART II**

ITEM	COST PER TON @ PLANT	TRAILER DELIVERY	BOBTAIL DELIVERY
1 1/2" CLASS A	10.00		
2" CLASS A	—		
3" CLASS A	10.00		
CRUSHER RUN (ALL SIZES)	8.00		
1/2" CHIPS	12.50		
3/8" CHIPS	12.50		
5/8" CHIPS	—		
3/4" CHIPS	—		
3" BEDDING	—		
SHOT ROCK	8.00		
RIP RAP	17.00		
NEW SCREENINGS	6.00		
ASPAHLT SCREENINGS	—		
TYPE A	—		
TYPE B	—		
PUGGED BASE TYPE A & TYPE B	9.50		
MANUFACTURED SAND	12.00		

Company Name Bison Materials LLC (Hogshooter)

**CITY OF BARTLESVILLE, OKLAHOMA
BIDS FOR -
PLANT MIX BITUMINOUS BASES AND SURFACES
ASPHALTIC CONCRETE & AGGREGATE BASE
BID # 2023-2024-005**

**AGGREGATE BASE
PART II**

ITEM	COST PER TON @ PLANT	TRAILER DELIVERY	BOBTAIL DELIVERY
1 1/2" CLASS A	10.50		
2" CLASS A	—		
3" CLASS A	10.50		
CRUSHER RUN (ALL SIZES)	8.50		
1/2" CHIPS	13.00		
3/8" CHIPS	13.00		
5/8" CHIPS	—		
3/4" CHIPS	—		
3" BEDDING	12.50		
SHOT ROCK	8.50		
RIP RAP	17.50		
NEW SCREENINGS	6.50		
ASPAHLT SCREENINGS	6.50		
TYPE A	—		
TYPE B	—		
PUGGED BASE TYPE A & TYPE B	10.00		
MANUFACTURED SAND	12.50		

Company Name Bison Materials LLC

**CITY OF BARTLESVILLE, OKLAHOMA
BIDS FOR -
PLANT MIX BITUMINOUS BASES AND SURFACES
ASPHALTIC CONCRETE & AGGREGATE BASE
BID # 2023-2024-005**

**ASPHALTIC CONCRETE
PART I**

<u>DESCRIPTION</u>	<u>UNIT/TON</u>
1. Type A (S-3)	\$ <u>74</u>
2. Type B (S-4)	\$ <u>75</u>
3. Type C (S-5)	\$ <u>76</u>

Highway miles from your plant to the City of Bartlesville, OK _____

COMPANY NAME Bison Materials LLC

ADDRESS 3590 E Durham

CITY, STATE, ZIP Bartlesville, OK 74006

CONTACT Aemi Collier PHONE 918 534 9992

FAX 918 534 9952 E-MAIL aemi@bisonmaterials.com

MAIL THE BID FORM(S) ALONG WITH THE NON-COLLUSION AFFIDAVIT TO:

CITY OF BARTLESVILLE
CITY CLERKS OFFICE
401 S. JOHNSTONE AVE
BARTLESVILLE, OK 74003

BIDS MUST BE RECEIVED BY 2:00 PM ON TUESDAY AUGUST 15, 2023.

PLEASE INDICATE BID NUMBER ON THE OUTSIDE OF THE MAILING ENVELOPE.
IF BID NUMBER IS NOT ON THE ENVELOPE, YOUR BID WILL BE DISQUALIFIED.

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

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

Company Name Bison Materials LLC

Bid Review Recommendation

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to award Bid No. 2023-2024-006 for a Pierce Saber Pumper Fire Apparatus for the Bartlesville Fire Department

Attachments:

Bid amount is \$725,844.88

Budget amount is \$900,000.00 from Capital Reserve Fund/ Department 250

II. STAFF COMMENTS AND ANALYSIS

This fire apparatus is a 1500 gpm top-mount pumper with a 1000 gal. tank. This will replace a 2006 pumper moving the older pumper to reserve status. This is not the lowest bid submitted the other bids were \$813,234.00 with a delivery of 545 days. Two bids from the same company \$613,972.00 and \$695,677.00 respectively. The two lower bids had a delivery of 510 –720 days. The selection was based on reputation, Availability, and sourcing of replacement parts. this information was obtained through our apparatus committee. Pierce has a delivery of 5 months for this pumper. Bids were placed in the local news paper and sent electronically to 4 suppliers.

III. RECOMMENDED ACTION

Staff recommends bid be awarded to Conrad Fire Equipment (Pierce Dealer) for \$725,844.88 the remainder of the budget \$174,155.12 will be used to purchase all tools and equipment required to put this apparatus in service.


Approved by City Council Member


David Topping, Fire Chief

BID REVIEW RECOMMENDATION

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A. SUBJECT:

Discuss and take action to award Bid No. 2023-2024-007 for the Concrete Pavement Rehabilitation: Crestland Dr and Baylor Pl Project.

B. ATTACHMENTS:

Bid Tabulation
Construction Plans

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

A. PROJECT DESCRIPTION:

This project is a priority project included in the 2022 General Obligation Bond (GO Bond). The project consists of concrete rehabilitation of Crestland Dr from Adams Blvd. to Baylor Dr and Baylor Pl from Baylor Dr to Crestland Dr and Baylor Pl. The project will consist of concrete panel replacements and repairs, partial sidewalk replacements, and replacement of damaged storm inlets. 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, twelve (12) contractors obtained copies of the bid documents and seven (7) contractors attended the mandatory pre-bid meeting. Five (5) contractors submitted a bid. The base bids were as follows:

J. Graham Construction, Inc. (Coffeeville, KS)	\$441,122.00
Crossland Heavy Contractors, Inc. (Tulsa, OK)	\$554,650.00
Triangle Construction & Utility, LLC (Tulsa, OK)	\$626,924.00
Diversified Civil Contractors, LLC (Tulsa, OK)	\$660,727.00
KSL Dirtworks, LLC (Bartlesville, OK)	\$683,127.35

The bids were evaluated for addendums, bid bonds, line-item prices, and arithmetic. Each bid had all of the necessary components and was mathematically correct.

C. BUDGET AMOUNT:

\$760,000.00 was originally budgeted for the project in the 2022 GO Bond. \$21,407.52 of these funds were reallocated to cover overages on the Delaware Ave, and Clear Creek Loop project, also a 2022 GO Bond project. 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 J. Graham Construction, Inc. of \$441,122.00 is within the remaining budgeted amount

III. RECOMMENDED ACTION

J Graham Construction, Inc. is a construction firm specializing in concrete. 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 J Graham Construction in the amount of \$441,122.00.

/s/ Trevor Dorsey

Council Member

August 31, 2023

Date

CONSTRUCTION DRAWINGS FOR
CITY OF BARTLESVILLE
CRESTLAND DRIVE AND BAYLOR PLACE
CONCRETE PAVEMENT REHAB

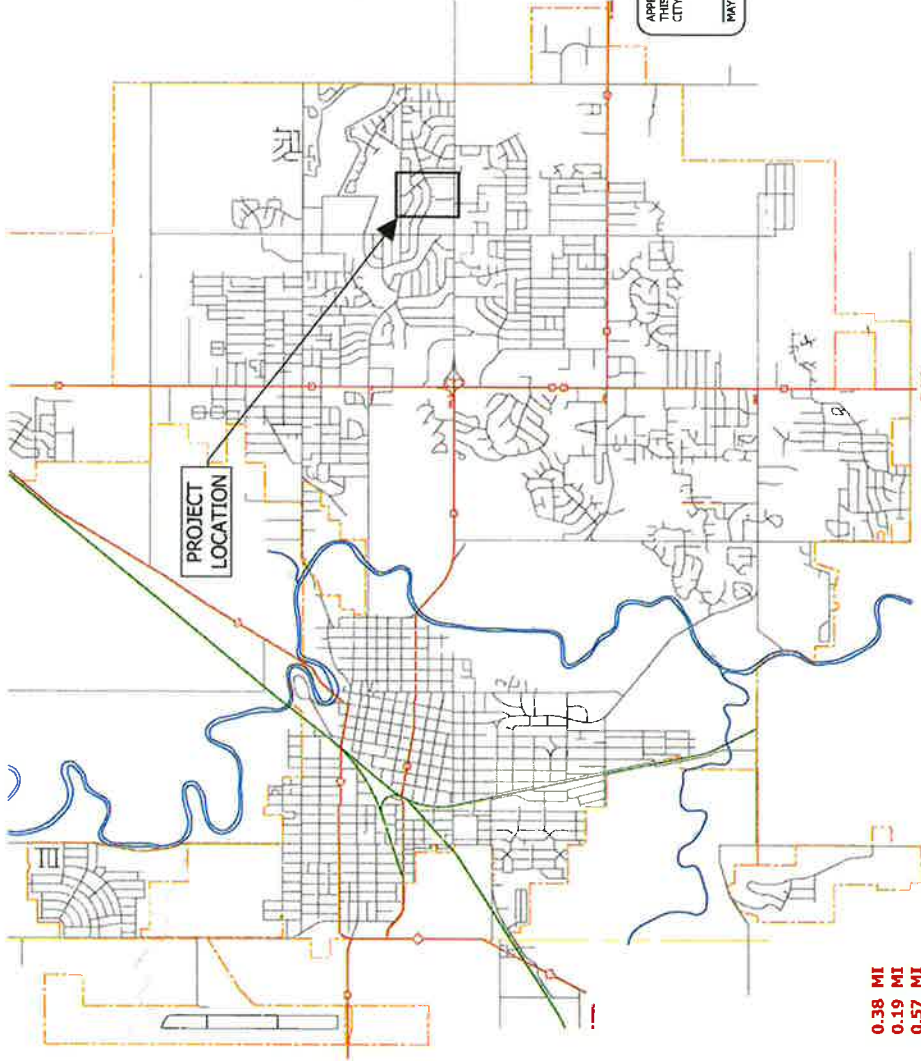
BID NO 2023-2024-007



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	CRESTLAND DRIVE PLAN (1 OF 2)
6	CRESTLAND DRIVE PLAN (2 OF 2)
7	BAYLOR PLACE PLAN (1 OF 2)
8	BAYLOR PLACE PLAN (2 OF 2)
9	PAVING DETAILS
10	STORM DRAIN DETAILS

THE FOLLOWING ODOT STANDARD DRAWINGS SHALL BE REQUIRED FOR THIS PROJECT
ALL OTHER ODOT STANDARDS APPLY AT THE DISCRETION OF THE ENGINEER

- 2019 BAYLOR DRIVE STANDARD DRAWINGS
 R-11 (R-11)
 R-12 (R-12)
 R-13 (R-13)
 R-14 (R-14)
 R-15 (R-15)
 R-16 (R-16)
 R-17 (R-17)
 R-18 (R-18)
 R-19 (R-19)
 R-20 (R-20)
 R-21 (R-21)
 R-22 (R-22)
 R-23 (R-23)
 R-24 (R-24)
 R-25 (R-25)
 R-26 (R-26)
 R-27 (R-27)
 R-28 (R-28)
 R-29 (R-29)
 R-30 (R-30)



- UTILITY COMPANY CONTACT INFORMATION**
- WATER - CITY OF BARTLESVILLE**
119 EAST SIXTH STREET
BARTLESVILLE, OKLAHOMA 74003
CONTACT: TERRY LAURITSEN
(918) 338-4167
- SEWER - CITY OF BARTLESVILLE**
401 S JOHNSTONE AVENUE
BARTLESVILLE, OKLAHOMA 74003
CONTACT: TERRY LAURITSEN
(918) 338-4167
- ELECTRIC - AEP / F&O**
1000 WEST 10TH AVENUE
BARTLESVILLE, OKLAHOMA 74003
CONTACT: JEFF MALINGER
(918) 337-1338
- INTERNET - BLUEPEAK**
CONTACT: JOSHUA NIERMANN
(905) 807-7414
- TELEPHONE - AT&T**
119 EAST SIXTH STREET
BARTLESVILLE, OKLAHOMA 74003
CONTACT: TERRY LAURITSEN
(918) 652-3031
- CABLE - SPANLIGHT**
427 S.E. NOWATA ROAD
BARTLESVILLE, OKLAHOMA 74005
CONTACT: JUSTIN LINDLEY
(336) 352-6321
- GAS - OKLAHOMA NATURAL GAS**
BARTLESVILLE, OKLAHOMA 74005
CONTACT: SARA SPEAR
(918) 335-5727

ROADWAY LENGTH
CRESTLAND DRIVE 1992 FT
BAYLOR PLACE 995 FT
PROJECT LENGTH 2987 FT

0.38 MI
0.19 MI
0.57 MI

APPROVED _____ DAY OF _____ 2023.
 CITY OF BARTLESVILLE
 MAYOR



GENERAL CONSTRUCTION NOTES

- SP 1. PROJECT WILL BE CONSTRUCTED UNDER CURRENT ODOT STANDARD SPECIFICATIONS. ALL WORK 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 ONE 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. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING 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, STORAGE, AND CONSTRUCTION. THE 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 AND ADJACENT TO THE PROJECT AREAS INCLUDING THE PERSONAL SAFETY OF 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, SHALL BE REMOVED FROM THE PROJECT 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 UTILITIES DEPARTMENT. WORK TO BE DISCUSSED WITH THE UTILITIES DEPARTMENT PRIOR TO BEGINNING WORK. 72 HOURS IN ADVANCE OF THE NEED TO COMMENCE SUCH WORK.
- SP 14. CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER BARRICADES, LIGHTING, AND STORAGE WITHIN THE CONSTRUCTION AREA. ALL CONSTRUCTION OF BARRICADES SHALL BE IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THE FEDERAL HIGHWAY ADMINISTRATIONS 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. CUTS 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 MAINTAIN POSITIVE DRAINAGE AND SHALL NOT ALLOW CONSTRUCTION TO REMAIN THAT CAUSES WATER DAMAGE TO ADJACENT PROPERTIES.
- SP 18. 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 AS A RESULT OF PROJECT ACTIVITIES SHALL BE CORRECTED BY THE CONTRACTOR AT NO COST TO THE CITY.
- SP 19. CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND ORDINANCES. COSTS ASSOCIATED WITH COMPLIANCE SHALL BE CONSIDERED INCIDENTAL AND INCLUDED IN THE PRICE BID FOR OTHER ITEMS. THIS INCLUDES, BUT IS NOT LIMITED TO, STORMWATER PROTECTION AND CONCRETE WASHOUT BASINS.



ENGINEERING SERVICES

#	DATE	REVISION

BY:
 DATE:
 CHECKED BY:
 DATE:
 CREDITED BY:
 DATE:

PROJECT: CRESTLAND DRIVE & BAYLOR PLACE PAVEMENT PAVEMENT REHAB

NOTES & PAY QUANTITIES (1 OF 2)

PROJECT NUMBER: 2023056

DATE: 06/2023

SHEET: 2

PAY QUANTITIES TABLE

PAY QUANTITIES					
CONCRETE PAVEMENT REHABILITATION: CRESTLAND DR AND BAYLOR PL					
PAY ITEM	ODOT SPEC	DESCRIPTION	NOTES	UNIT	QUANTITY
1	202(A)	UNCLASSIFIED EXCAVATION	1, 2, 3	CY	50.00
2	202(D)	UNCLASSIFIED BORROW	1	CY	50.00
3	220(A)	SOLID SLAB SODDING	R-6, R-7, 4	SY	209.00
4	410(E)	FULL DEPTH P.C.C. PATCH (FULL PANEL)	5, 6, 7, 22	SY	3,062.00
5	414(E)	FULL DEPTH P.C.C. PATCH (PARTIAL PANEL)	5, 6, 7, 8, 22	SY	184.00
6	414(G)	P.C. CONCRETE FOR PAVEMENT		CY	677.00
7	609(B)	COMBINED CURB AND GUTTER	9	LF	759.00
8	610(A)	CONCRETE SIDEWALK	10	SY	154.00
9	610(B)	CONCRETE DRIVEWAY	11	SY	50.00
10	610(I)	TACTILE WARNING DEVICE		SF	96.00
11	611(G)	INLET WITH SMALL JUNCTION BOX DES. 2(S1D)	18, 21, 23	EA	1.00
12	611(G)	INLET WITH SMALL JUNCTION BOX DES. 2(S1D)	18, 21, 23, 24	EA	2.00
13	612(A)	MANHOLE ADJUST TO GRADE		EA	1.00
14	612(E)	VALVE BOX ADJUST TO GRADE		EA	3.00
15	619(B)	REMOVAL OF CURB AND GUTTER	R-40, 5, 9	LF	984.00
16	619(B)	REMOVAL OF CONCRETE PAVEMENT	R-40, 5, 12	SY	3,225.00
17	641	MOBILIZATION		LSUM	1.00
18	647(B)	CONSTRUCTION STAKING LEVEL II	13	LSUM	1.00
19	856(B)	TRAFFIC STRIPE MULTIPOLYMER MORDIS	14, 15	EA	2.00
20	880(I)	CONSTRUCTION TRAFFIC CONTROL	TC-33, 16	LSUM	1.00
21	SPECIAL	CRACK SEAL	17	LF	155.00
22	SPECIAL	ADA RAMP	19	EA	12.00
23	SPECIAL	ENGINEER'S ALLOWANCE	20	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-40 TO BECOME THE PROPERTY OF AND BE DISPOSED OF BY THE CONTRACTOR IN A MANNER APPROVED BY THE ENGINEER.
- 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. QUANTITY INCLUDES 50 CY TO BE USED AT THE ENGINEER'S DISCRETION.
2. EXCAVATION OF UNSUITABLE SUBGRADE SHALL BE PAID UNDER THIS PAY ITEM. CONTRACTOR SHALL NOT REMOVE SUBGRADE MATERIAL WITHOUT PRIOR APPROVAL OF THE ENGINEER. EXCAVATION SHALL BE DONE WITHOUT APPROVAL OF THE ENGINEER IS DONE AT RISK TO THE CONTRACTOR.
3. THIS PAY ITEM INCLUDES ALL TYPES OF EXCAVATION, INCLUDING MUCK, ROCK, OR STRUCTURAL EXCAVATION, REQUIRED TO COMPLETE THE PROJECT.
4. QUANTITY INCLUDES SODDING THREE FEET WIDE ADJACENT TO ALL SIDEWALK REPLACED ON THE PROJECT AREAS OUTSIDE THESE LIMITS DISTURBED BY THE CONTRACTOR. CONSTRUCTION ACTIVITIES SHALL BE REPAIRED AND SODDED AT THE EXPENSE OF THE CONTRACTOR.
5. THIS PAY ITEM INCLUDES FULL DEPTH SAWCUTTING.
6. THIS PAY ITEM INCLUDES REMOVAL OF ANY AGGREGATE BASE OR SUBGRADE MATERIAL REQUIRED FOR PLACEMENT OF CONCRETE PATCH IN ACCORDANCE WITH PROJECT DETAILS.
7. THIS PAY ITEM INCLUDES SEPARATOR FABRIC, AGGREGATE, BASE, DOMELS, TIE BARS, REINFORCING BARS, AND CONCRETE PLACEMENT, CONCRETE REMOVAL, CONCRETE MATERIAL, AND ASPHALT PAVEMENT SHALL BE PAID UNDER SEPARATE PAY ITEMS.
8. MINIMUM PARTIAL PANEL DIMENSIONS ARE 3' X 3'.
9. QUANTITY INCLUDES 50 LF TO BE USED AT THE ENGINEER'S DISCRETION. SECTION LENGTHS SHALL NOT BE LESS THAN FIVE FEET EACH.
10. CONTRACTOR SHALL BROADCAST BEHIND THE SIDEWALK WITH TOPSOIL. ALL COSTS ASSOCIATED WITH THE TOPSOIL SHALL BE INCLUDED IN THE PRICE BID FOR CONCRETE SIDEWALK.
11. QUANTITY INCLUDES 50 SY TO BE USED AT THE ENGINEER'S DISCRETION.
12. THIS ITEM INCLUDES AREAS ON THE PLANS IDENTIFIED AS "CONCRETE PATCH- CONCRETE PATCH APPROACH, OR OTHER AREAS IDENTIFIED BY THE ENGINEER DURING CONSTRUCTION.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL REQUIRED STAKING FOR THE PROJECT. COSTS TO BE INCLUDED IN CONSTRUCTION STAKING LEVEL II.
14. CONSTRUCTION STAKING AND STRIBING 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 & SPECIFICATIONS.
15. THIS PAY ITEM IS FOR MATERIALS, LABOR, INSTALLATION, AND ANY OTHER COST ASSOCIATED WITH PLACEMENT OF THE WORD "SCHOOL".
16. 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 REMOVAL OF TRAFFIC CONTROL DEVICES, CONSTRUCTION OF TRAFFIC CONTROL DEVICES, TEMPORARY PAVEMENT MARKINGS, AND FLAGGING ACTIVITIES REQUIRED FOR THE COMPLETION OF THE PROJECT.
17. THIS PAY ITEM SHALL BE FULL COMPENSATION FOR PLACEMENT OF CRACK SEAL AND SHALL INCLUDE REMOVAL OF EXISTING SEALANT, REMOVAL OF LOOSE OR CRACKED SEALANT, PREPARATION OF SURFACE, APPLICATION OF SEALANT, CRACK SEALANT, AND ANY OTHER ITEMS REQUIRED FOR THE PLACEMENT AND CLEANUP OF CRACK SEALANT.
18. COST INCLUDES REMOVAL OF EXISTING INLET, PREPARATION OF BASE, NEW INLET, ANY ADDITIONAL DEPTH REQUIRED TO MEET PAVEMENT ELEVATIONS, AND ANY REQUIRED ADJUSTMENT TO GRADE TO MATCH THE SURROUNDING PAVEMENTS.

19. 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.
20. THIS PAY ITEM SHALL COVER ITEMS THAT WERE UNFORESSEEN DURING DESIGN AND MAY ONLY BE USED WITH WRITTEN PERMISSION OF THE CITY ENGINEER.
21. BRICK MASONRY CONSTRUCTION OF THE BOX IS NOT PERMITTED. CONTRACTOR SHALL USE CAST IN PLACE CONSTRUCTION IN ACCORDANCE WITH GENERAL NOTE C ON THE DETAIL SHEET.
22. ALL JOINTS ADJACENT TO NEW CONCRETE CONSTRUCTION SHALL BE SEALED IN ACCORDANCE WITH ODOT SPECIFICATIONS 415 AND 701.08 F AND ODOT STANDARD DETAIL LECTS 3 (R 17). ALL COSTS ASSOCIATED WITH THE SEALANT, INCLUDING SANDWICHES, SHALL BE INCLUDED IN THE PRICE BID FOR THIS ITEM.
23. THIS PAY ITEM INCLUDES ANY PIPE REQUIRED TO CONNECT THE NEW STRUCTURE TO ANY PIPE ORIGINALLY CONNECTED TO THE ORIGINAL STRUCTURE. NEW PIPE SHALL BE OF LIKE MATERIAL TO THE ORIGINAL PIPE AND SHALL MATCH THE ORIGINAL PIPE. ALL JOINTS SHALL BE SEALED. ALL JOINTS SHALL MATCH ASSOCIATED WITH THE PIPE SHALL BE INCLUDED IN THE PRICE BID FOR THE INLET. FITTING HOLES IN THE PIPE ARE NOT ALLOWED UNLESS A PLUGGING METHOD IS SUBMITTED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER.
24. THIS PAY ITEM INCLUDES ALL COSTS ASSOCIATED WITH THE INSTALLATION OF A MANHOLE RING AND COVER. THE RING SHALL INCLUDE THE RING AND GUTTER. THE COVER SHALL COMPLY WITH CITY OF BARTLESVILLE STANDARD SDMH-2021 "STORM MANHOLE LID & RING DETAIL".



PROJECT: CRESTLAND DRIVE & BAYLOR PLACE CONCRETE PAVEMENT REHAB

NOTES & PAY QUANTITIES (2 OF 2)

PROJECT NUMBER	2023056
DATE	06/2023
SHEET	3

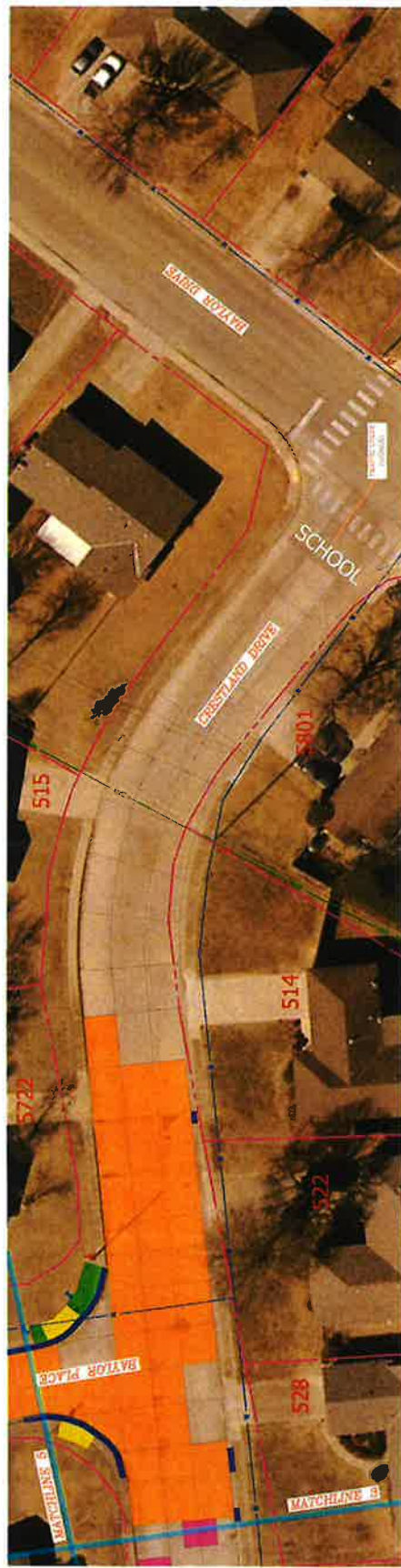
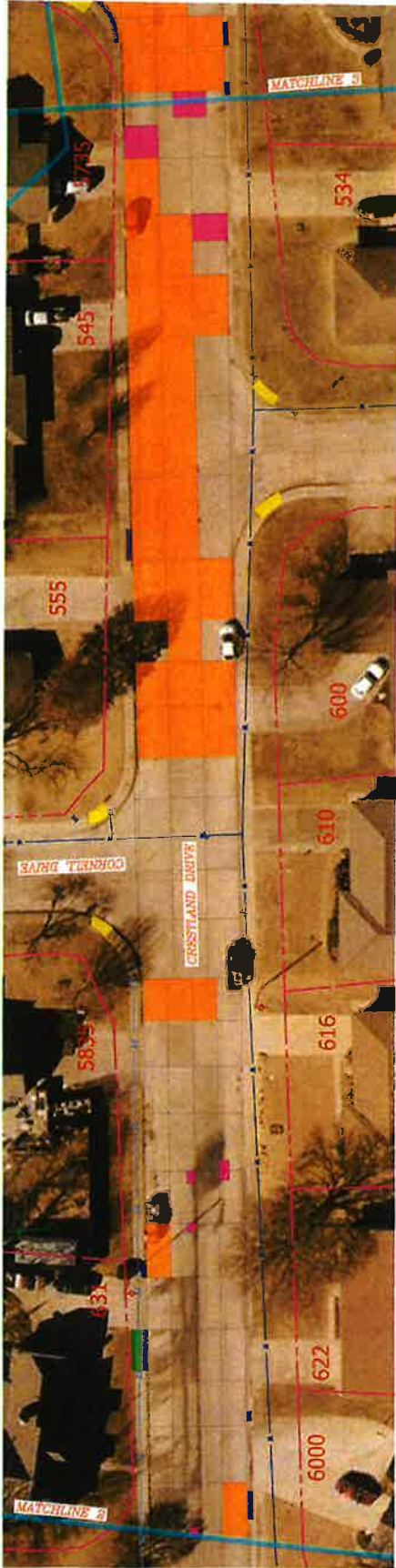


CRESTLAND DRIVE

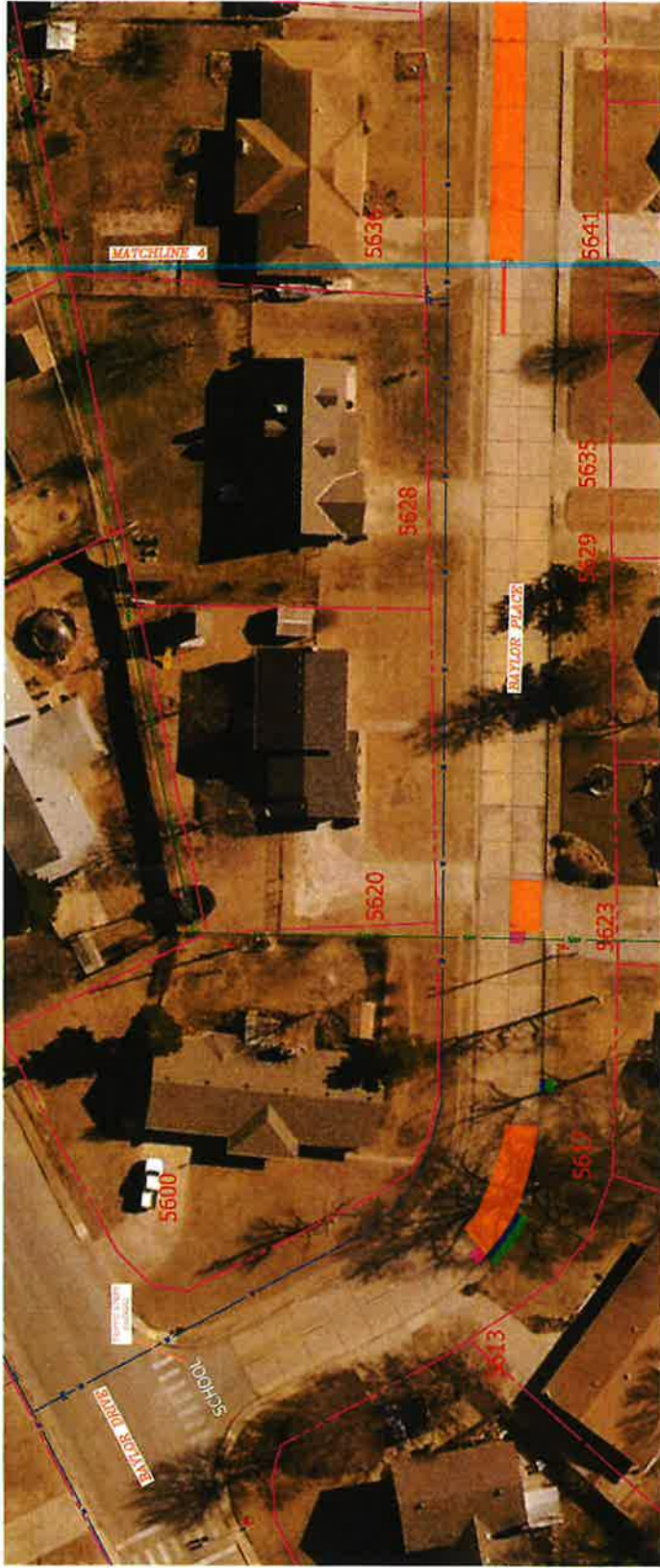


BAYLOR PLACE



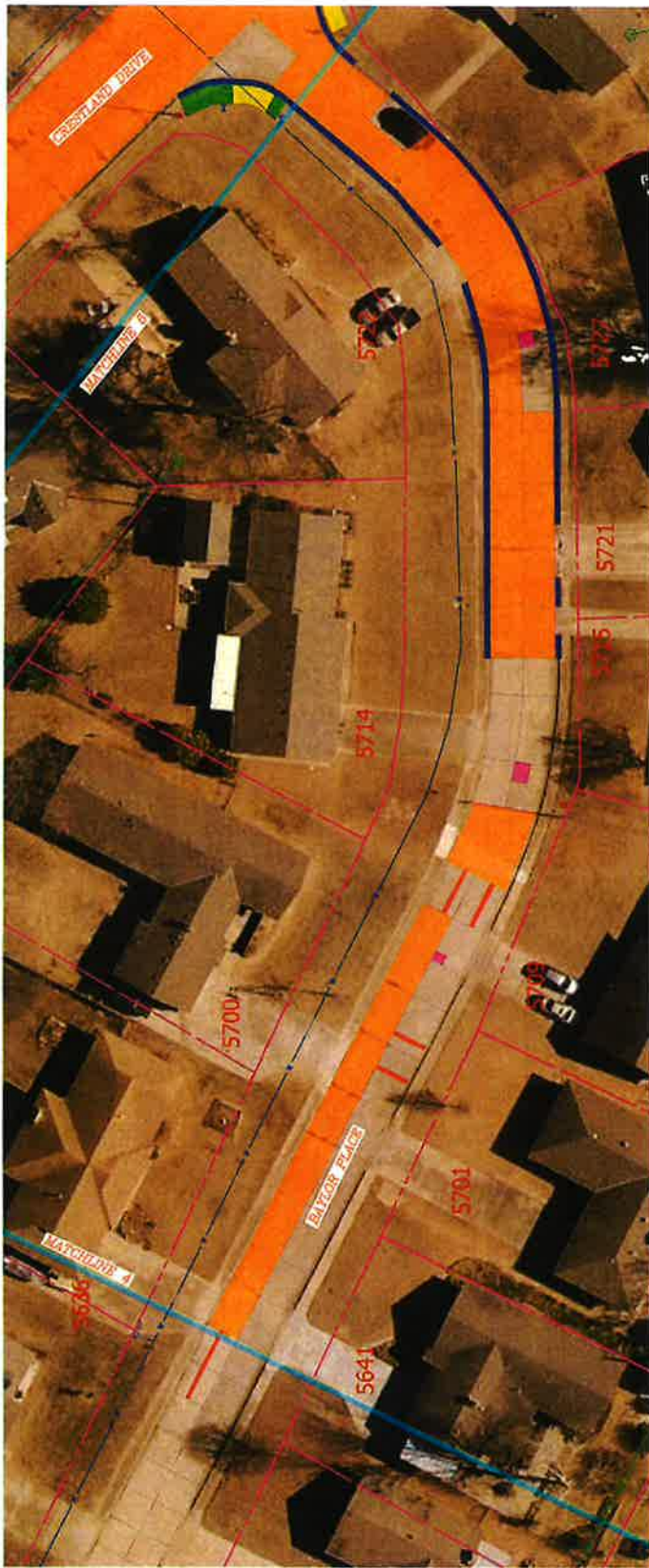


		ENGINEERING SERVICES <small>CONCRETE PAVEMENT REHABILITATION</small>		CRESTLAND PLAN (2 OF 2)		PROJECT NUMBER 2023056	DATE 06/2023	SHEET 6
MATCHLINE PROPERTY LINE EXISTING DRIVE EXISTING SIDEWALK EXISTING CURB EXISTING DRIVE EXISTING SIDEWALK EXISTING CURB	PROPOSED DRIVE PROPOSED SIDEWALK PROPOSED CURB PROPOSED DRIVE PROPOSED SIDEWALK PROPOSED CURB	EXISTING DRIVE EXISTING SIDEWALK EXISTING CURB EXISTING DRIVE EXISTING SIDEWALK EXISTING CURB	PROPOSED DRIVE PROPOSED SIDEWALK PROPOSED CURB PROPOSED DRIVE PROPOSED SIDEWALK PROPOSED CURB	EXISTING DRIVE EXISTING SIDEWALK EXISTING CURB EXISTING DRIVE EXISTING SIDEWALK EXISTING CURB	PROPOSED DRIVE PROPOSED SIDEWALK PROPOSED CURB PROPOSED DRIVE PROPOSED SIDEWALK PROPOSED CURB	PROJECT NUMBER 2023056	DATE 06/2023	SHEET 6



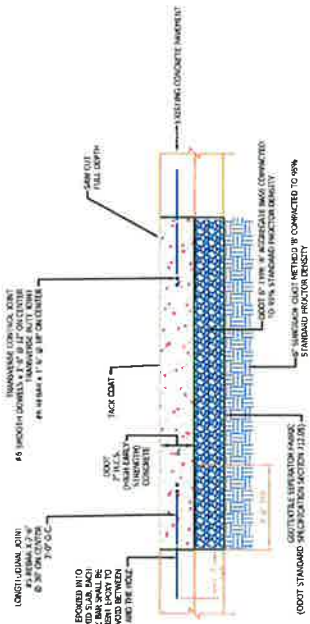
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 ENGINEERING SERVICES <small>CONTRACTOR AT-LARGE / CITY</small>	PROJECT: CRESTLAND DRIVE & BAYLOR PLACE CONCRETE PAVEMENT PLAN	PROJECT NUMBER: 2023056	DATE: 06/2023	SHEET: 7
	SHEET: BAYLOR PLAN (1 OF 2)	DRAWN BY: JSL	CHECKED BY: JSL	DATE: 06/2023

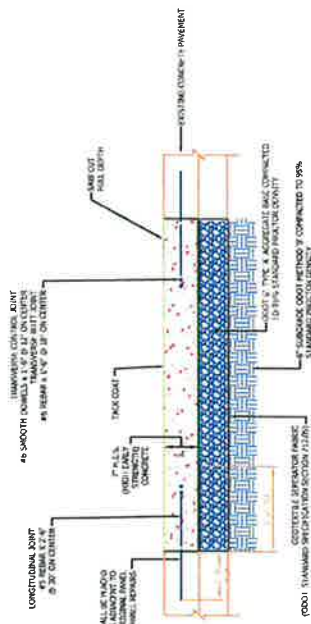


	PROPERTY LINE		EXISTING SIDEWALK		PROPOSED ASPHALT DRIVEWAY		PROPOSED ASPHALT DRIVEWAY
	EXISTING DRIVEWAY		EXISTING SIDEWALK		PROPOSED ASPHALT DRIVEWAY		PROPOSED ASPHALT DRIVEWAY
	EXISTING DRIVEWAY		EXISTING SIDEWALK		PROPOSED ASPHALT DRIVEWAY		PROPOSED ASPHALT DRIVEWAY
	EXISTING DRIVEWAY		EXISTING SIDEWALK		PROPOSED ASPHALT DRIVEWAY		PROPOSED ASPHALT DRIVEWAY

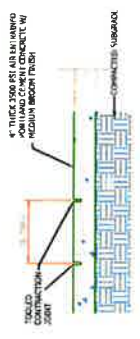
 city of bartlesville <small>CONCRETE PAVEMENT PLAN</small>	ENGINEERING SERVICES	PROJECT: CRESTLAND DRIVE & BAYLOR PLACE CONCRETE PAVEMENT PLAN	PROJECT NUMBER: 2023056	DATE: 06/2023	SHEET: 8
	DATE: _____ OF: _____ DRAWN BY: _____ CHECKED BY: _____ APPROVED BY: _____	SCALE: _____ NORTH: _____	DRAWING NO.: _____ SHEET NO.: _____	PROJECT NO.: _____ DATE: _____	PROJECT NO.: _____ DATE: _____



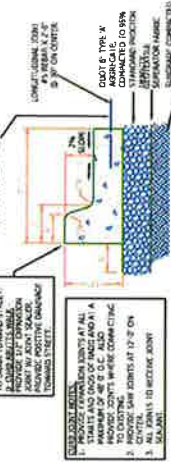
A FULL DEPTH P.C.C. PATCH



D PARTIAL PANEL FULL DEPTH P.C.C. PATCH



C 4" CONCRETE SIDEWALK



B 6" CONCRETE CURB & GUTTER

- REINFORCEMENT:**
1. REINFORCE ALL JOINTS BETWEEN ALL NEW SIDEWALKS AND EXISTING SIDEWALKS, SIDEWALK CURB AND GUTTER, AND ALL CURBS.
 2. 6" SURFACE CONSTRUCTION FORTH: 90% STANDARD PROCTOR DENSITY WITH OPTIMAL MOISTURE (L₁₀ TO +4%).
 3. WALK CROSS SLOPE TO BE 1/4" (1/8" MIN) TOWARD STREET.
 4. HAVE 6 FOOT SPACING BETWEEN TOoled CONSTRUCTION JOINTS OR ISOLATION JOINTS. MINIMUM DEPTH OF TOoled JOINTS IS ONE THIRD OF PAVEMENT THICKNESS.
 5. ISOLATION JOINTS SHALL BE PLACED AT 12' MAXIMUM IN NEW SIDEWALKS AND AT 6' MAXIMUM IN EXISTING SIDEWALKS. ISOLATION JOINTS SHALL BE PLACED AT 12' MAXIMUM IN EXISTING SIDEWALKS AND AT 6' MAXIMUM IN NEW SIDEWALKS. ISOLATION JOINTS SHALL BE PLACED AT 12' MAXIMUM IN EXISTING SIDEWALKS AND AT 6' MAXIMUM IN NEW SIDEWALKS. ISOLATION JOINTS SHALL BE PLACED AT 12' MAXIMUM IN EXISTING SIDEWALKS AND AT 6' MAXIMUM IN NEW SIDEWALKS.

REINFORCEMENT SHALL BE PLACED AT 12' MAXIMUM IN NEW SIDEWALKS AND AT 6' MAXIMUM IN EXISTING SIDEWALKS. ISOLATION JOINTS SHALL BE PLACED AT 12' MAXIMUM IN EXISTING SIDEWALKS AND AT 6' MAXIMUM IN NEW SIDEWALKS.

- CURB JOINT DETAILS:**
1. PROVIDE REINFORCEMENT JOINTS AT ALL JOINTS.
 2. PROVIDE JOINTS WITH 1/2" OF CONCRETE ABOVE JOINT.
 3. PROVIDE JOINTS WITH 1/2" OF CONCRETE BELOW JOINT.
 4. PROVIDE JOINTS WITH 1/2" OF CONCRETE ON BOTH SIDES OF JOINT.
 5. PROVIDE JOINTS WITH 1/2" OF CONCRETE ON BOTH SIDES OF JOINT.

THE REBAR SHALL BE EMBEDDED IN TO DRILLED HOLES AT 1/2" MINIMUM DEPTH. DRILLED HOLES SHALL BE PLACED WITH SUFFICIENT SPACING TO COMPLETELY FILL THE VOID BETWEEN THE REBAR AND THE FILL.

THE REBAR SHALL BE EMBEDDED IN TO DRILLED HOLES AT 1/2" MINIMUM DEPTH. DRILLED HOLES SHALL BE PLACED WITH SUFFICIENT SPACING TO COMPLETELY FILL THE VOID BETWEEN THE REBAR AND THE FILL.

PAY ITEM	ESTIMATED QUANTITY	UNIT	DESCRIPTION OF PAY ITEM	Triangle Construction & Utility, LLC		Derringer Civil Contractors, LLC		J. Graham Construction, Inc		K&L Driveways, LLC		Cresland Heavy Contractors, Inc		Engineer's Estimate	
				UNIT BID PRICE	TOTAL BID AMOUNT	UNIT BID PRICE	TOTAL BID AMOUNT	UNIT BID PRICE	TOTAL BID AMOUNT	UNIT BID PRICE	TOTAL BID AMOUNT	UNIT BID PRICE	TOTAL BID AMOUNT	UNIT BID PRICE	TOTAL BID AMOUNT
Concrete Pavement Rehabilitation - Crestland Dr and Baylor Pl															
1	50	CV	UNCLASSIFIED EXCAVATION	\$ 45.00	\$ 2,250.00	\$ 42.00	\$ 2,100.00	\$ 40.00	\$ 2,000.00	\$ 33.30	\$ 1,665.00	\$ 44.00	\$ 2,200.00	\$ 325.00	\$ 1,625.00
2	50	CV	UNCLASSIFIED BORROW	\$ 50.00	\$ 2,500.00	\$ 55.00	\$ 2,750.00	\$ 50.00	\$ 2,500.00	\$ 43.37	\$ 2,168.50	\$ 85.00	\$ 4,250.00	\$ 50.00	\$ 2,500.00
3	209	5Y	SOLID SHALE SODDING	\$ 6.00	\$ 1,254.00	\$ 11.00	\$ 2,299.00	\$ 20.00	\$ 4,180.00	\$ 9.15	\$ 1,912.35	\$ 12.00	\$ 2,508.00	\$ 10.00	\$ 2,090.00
4	3,062.00	5Y	FULL DEPTH P.C.C. PATCH (FULL PANEL)	\$ 45.00	\$ 137,790.00	\$ 55.00	\$ 168,410.00	\$ 52.00	\$ 159,224.00	\$ 97.45	\$ 300,019.90	\$ 49.00	\$ 150,038.00	\$ 105.00	\$ 321,510.00
5	184	5Y	FULL DEPTH P.C.C. PATCH (PARTIAL PANEL)	\$ 45.00	\$ 8,280.00	\$ 71.00	\$ 13,064.00	\$ 62.00	\$ 11,404.00	\$ 163.51	\$ 30,065.94	\$ 105.00	\$ 19,320.00	\$ 130.00	\$ 23,940.00
6	517	CF	P.C. CONCRETE FOR PAVEMENT	\$ 175.00	\$ 90,475.00	\$ 265.00	\$ 136,805.00	\$ 160.00	\$ 82,720.00	\$ 196.84	\$ 34,672.88	\$ 240.00	\$ 124,800.00	\$ 190.00	\$ 98,070.00
7	124	CF	CONCRETE FOR CURB	\$ 80.00	\$ 9,920.00	\$ 97.00	\$ 12,036.00	\$ 60.00	\$ 7,440.00	\$ 134.01	\$ 16,757.24	\$ 70.00	\$ 8,680.00	\$ 85.00	\$ 10,570.00
8	154	CF	CONCRETE SIDEWALK	\$ 80.00	\$ 12,320.00	\$ 100.00	\$ 15,400.00	\$ 65.00	\$ 10,015.00	\$ 134.01	\$ 20,637.54	\$ 70.00	\$ 10,780.00	\$ 85.00	\$ 13,090.00
9	154	CF	CONCRETE DRIVEWAY	\$ 80.00	\$ 12,320.00	\$ 100.00	\$ 15,400.00	\$ 65.00	\$ 10,015.00	\$ 134.01	\$ 20,637.54	\$ 70.00	\$ 10,780.00	\$ 85.00	\$ 13,090.00
10	96	5Y	TACTILE WARNING DRIVE	\$ 125.00	\$ 12,000.00	\$ 31.00	\$ 2,976.00	\$ 55.00	\$ 5,280.00	\$ 60.00	\$ 5,760.00	\$ 29.13	\$ 2,796.48	\$ 28.00	\$ 2,688.00
11	1	EA	INLET (M&S, 2512D)	\$ 7,500.00	\$ 7,500.00	\$ 6,600.00	\$ 6,600.00	\$ 5,000.00	\$ 5,000.00	\$ 7,432.04	\$ 7,432.04	\$ 7,000.00	\$ 7,000.00	\$ 8,000.00	\$ 8,000.00
12	1	EA	INLET WITH SMALL JUNCTION BOX (M&S, 2512D)	\$ 9,500.00	\$ 9,500.00	\$ 12,000.00	\$ 12,000.00	\$ 6,000.00	\$ 6,000.00	\$ 10,696.43	\$ 10,696.43	\$ 21,392.86	\$ 21,392.86	\$ 17,800.00	\$ 17,800.00
13	1	EA	MANHOLE ADJUST TO GRADE	\$ 800.00	\$ 800.00	\$ 1,400.00	\$ 1,400.00	\$ 200.00	\$ 200.00	\$ 1,205.10	\$ 1,205.10	\$ 1,375.00	\$ 1,375.00	\$ 1,500.00	\$ 1,500.00
14	3	EA	VALVE BOX ADJUST TO GRADE	\$ 300.00	\$ 900.00	\$ 700.00	\$ 2,100.00	\$ 100.00	\$ 300.00	\$ 620.95	\$ 1,862.85	\$ 220.00	\$ 660.00	\$ 800.00	\$ 2,400.00
15	964	UF	REMOVAL OF CURB AND GUTTER	\$ 15.00	\$ 14,460.00	\$ 5.00	\$ 4,820.00	\$ 8.00	\$ 7,712.00	\$ 10.81	\$ 10,403.84	\$ 8.00	\$ 7,712.00	\$ 15.00	\$ 14,460.00
16	3,273.00	UF	REMOVAL OF CONCRETE PAVEMENT	\$ 15.00	\$ 49,095.00	\$ 18.00	\$ 58,914.00	\$ 18.00	\$ 58,914.00	\$ 18.00	\$ 58,914.00	\$ 18.00	\$ 58,914.00	\$ 18.00	\$ 58,914.00
17	1	LSUM	MANHOLE	\$ 50,000.00	\$ 50,000.00	\$ 72,000.00	\$ 72,000.00	\$ 25,000.00	\$ 25,000.00	\$ 12,251.00	\$ 12,251.00	\$ 37,254.00	\$ 37,254.00	\$ 50,000.00	\$ 50,000.00
18	1	LSUM	CONSTRUCTION STAKING LEVEL II	\$ 7,500.00	\$ 7,500.00	\$ 5,500.00	\$ 5,500.00	\$ 1,000.00	\$ 1,000.00	\$ 664.08	\$ 664.08	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
19	2	EA	TRAFFIC STRIP MULTIPLE YEAR WORKON	\$ 800.00	\$ 1,600.00	\$ 2,100.00	\$ 4,200.00	\$ 2,400.00	\$ 4,800.00	\$ 2,169.18	\$ 4,338.36	\$ 1,800.00	\$ 3,600.00	\$ 4,000.00	\$ 8,000.00
20	1	LSUM	CONSTRUCTION TRAFFIC CONTROL	\$ 25,000.00	\$ 25,000.00	\$ 21,000.00	\$ 21,000.00	\$ 7,500.00	\$ 7,500.00	\$ 9,038.25	\$ 9,038.25	\$ 8,000.00	\$ 8,000.00	\$ 25,000.00	\$ 25,000.00
21	155	UF	CRACK SEAL	\$ 40.00	\$ 6,200.00	\$ 10.00	\$ 1,550.00	\$ 10.00	\$ 1,550.00	\$ 12.05	\$ 1,867.75	\$ 19.00	\$ 2,945.00	\$ 50.00	\$ 7,750.00
22	12	EA	ADA RAMP	\$ 3,800.00	\$ 45,600.00	\$ 1,100.00	\$ 13,200.00	\$ 1,250.00	\$ 15,000.00	\$ 671.61	\$ 7,459.32	\$ 1,450.00	\$ 17,400.00	\$ 1,800.00	\$ 21,600.00
23	1	EA	ENGINEER'S ALLOWANCE	\$ 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	\$ 10,000.00	\$ 10,000.00
TOTAL				\$ 626,924.00	\$ 626,924.00	\$ 680,727.00	\$ 680,727.00	\$ 441,122.00	\$ 441,122.00	\$ 684,127.36	\$ 684,127.36	\$ 554,860.00	\$ 554,860.00	\$ 769,122.00	\$ 769,122.00

Written Total (Green indicates match)

Project 1
40%

Total Allowance for Project
Max. Allowable Subcontractor Participation

Bid Packet

Bid Packet

Bid Packet

Bid Packet

Bid Packet

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A public hearing to consider a request by Bill Roberts to close a portion of a 15' utility easement lying along the south side of Lot 6, Block 1, Park Hill 3rd Addition, Phase 2, Bartlesville, Washington County, Oklahoma.

Attachments:

Ordinance
Exhibit A

II. STAFF COMMENTS AND ANALYSIS

Applicant: Bill Roberts

Requested Action: A public hearing to consider a request to close a portion of a 15' utility easement lying along the south side of Lot 6, Block 1, Park Hill 3rd Addition, Phase 2, Bartlesville, Washington County, Oklahoma said portion of right-of-way being more particularly described as follows:

THE NORTH 7.5 FEET OF THE SOUTH 15 FEET OF LOT 6,
BLOCK 1, PARK HILL 3RD ADDITION, PHASE 2.

SPECIAL INFORMATION:

The applicant is requesting the closure to facilitate construction of a 10'x12' storage building. The concrete slab for the building was constructed recently without proper permitting. When the applicant came in for a permit for the actual building, it was realized that the concrete slab had already been poured and encroached upon the 15' utility easement on the back of the lot. Staff suggested that the applicant call in a utility located to verify if any utilities were present before moving forward with an easement closing application. The applicant agreed, and the utility located revealed that PSO had a pedestal in the SE corner of the site approximately 4 feet from the property line and that ATT had a pedestal approximately 4 feet off of the property line and a copper cable running approximately the same distance from the property line through the easement. No utilities were covered by the slab so the applicant chose to move forward with the request. This request has been circulated to utility companies and city staff for review.

1. City Staff: Staff has received no objections from Police, Fire, Planning, Public Works, Water Utilities or Engineering departments. There are no city-owned facilities located within the easement.

2. Utility Companies: Staff has received no objections from ONG or Sparklight as they do not have facilities located within this easement. PSO and AT&T both have facilities located within the easement. Both PSO and AT&T have stated that they agree with vacating the north 7.5 feet of the easement as proposed. This will still provide enough room for them to work on existing facilities while removing the encroachment. An additional 10 feet of easement is also available on the lot to the south.

III. RECOMMENDED ACTION

Staff recommends holding the public hearing and authorizing the mayor to execute the attached ordinance. A public hearing notice has been placed in the *Examiner Enterprise*.

ORDINANCE NO. _____

An Ordinance to close a portion of a utility easement, located on Lot 6, Block 1, Park Hill 3rd Addition, Phase 2, Bartlesville, Washington County, Oklahoma.

WHEREAS, heretofore the City Council of the City of Bartlesville received a request for the closing of a portion of a utility easement hereinafter described; and

WHEREAS, the Council duly set said matter for public hearing and gave proper notice thereof and said matter was duly heard before the Council in an open meeting on September 5, 2023, where all viewpoints were considered; and

WHEREAS, the Council, after consideration, determined it necessary, expedient and desirable that the portion of the utility easement hereinafter to be closed.

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

The following described utility easement, described to wit:

A PORTION OF A UTILITY EASEMENT IN LOT 6, BLOCK 1, PARK HILL 3RD ADDITION, PHASE 2, BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

THE NORTH 7.5 FEET OF THE SOUTH 15 FEET OF LOT 6, BLOCK 1, PARK HILL 3RD ADDITION, PHASE 2, BARTLESVILLE, WASHINGTON COUNTY OKLAHOMA.

Also, as shown as Exhibit A attached hereto and made a part of this ordinance be and the same is hereby closed.

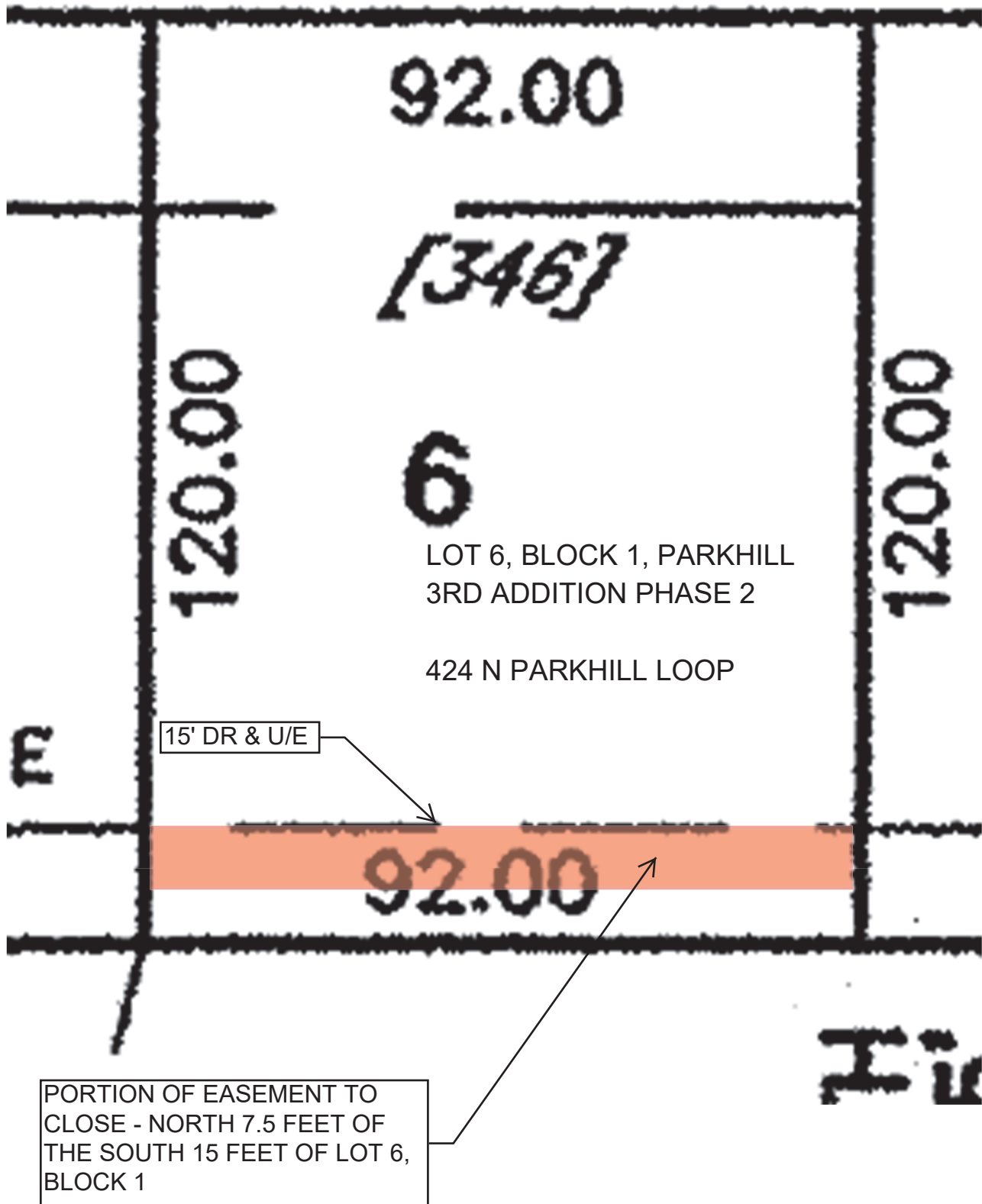
PASSED by the City Council and APPROVED by the Mayor of the City of Bartlesville, Oklahoma this 5th day of September, 2023.

Dale Copeland, Mayor

ATTEST:

City Clerk
(SEAL)

EXHIBIT A



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Review and approve a term sheet between Buffalo Roam, the City of Bartlesville, and the Bartlesville Redevelopment Trust Authority setting out the terms of the future development agreement.

Attachments:

Term Sheet for Buffalo Roam Development

II. STAFF COMMENTS AND ANALYSIS

On December 10, 2021, the City entered into an MOU with First Christian Church which provides for the donation of the FCC building to the City under certain conditions. After the convention center feasibility study indicated that FCC was not economically feasible as a convention center at this time, the City with FCC's blessing issued an RFP to the public.

In this RFP the City asked for the public to submit proposals to convert the FCC building to a productive, private use. We received 6 proposals, but the one favored by the review committee was Buffalo Roam (BR). Buffalo Roam (BR) proposed to convert the FCC building into a film studio and film institute with a minimum private investment of \$2M.

The Council heard the recommendation from the review committee at its May 1, 2023 Council meeting. Since that time, negotiations have been ongoing between the City and BR. The attached term sheet memorializes these negotiations. The major terms are summarized below:

City responsibility:

- Provide \$2M in funding via the Economic Development Fund and BRTA TIF #1
 - Funds will be placed in escrow. Disbursements will require approval of new Bartlesville Film Authority
 - BR may spend and be reimbursed up to \$280k for expenses incurred for improvements made to the FCC during the early access period
- City will transfer ownership of FCC building to BR
- Provide early access via lease to BR

Buffalo Roam's responsibility:

- Will provide at least \$2M in private investment for the project
- Rehab existing FCC building
- Construct new building that will house sound stage

There are various other technical details included in the term sheet, but the above terms are the major components.

BR wants to move quickly in order to have the facility ready for the film institute by the middle of next year. As such, we have agreed to the following time milestones.

- Closing of finance and development agreement – October 31, 2023
- Construction to commence – no later than December 31, 2023
- FCC renovation complete – 14 months after start
- Sound stage complete – no later than 1/1/25

III. RECOMMENDED ACTION

Approve the attached term sheet as presented.

TERM SHEET FOR BUFFALO ROAM DEVELOPMENT

The purpose of this term sheet is to outline the general terms under which the City of Bartlesville (“City”), the Bartlesville Redevelopment Trust Authority (“BRTA”), and Buffalo Roam Studios LLC (“Developer”) intend to enter into a Disposition and Development Agreement and other transaction documents (collectively “Definitive Agreements”), pursuant to which Developer will acquire certain property owned or to be acquired by the City and City and BRTA will contribute \$2 million in assistance in development financing to the Developer in support of Developer’s proposed film studio development (City, BRTA, and Developer, collectively, “Parties,” and individually, “Party”). This term sheet is being produced for negotiating purposes only, and any provisions or obligations described herein will be conditioned and contingent upon execution of the Definitive Agreements memorializing its terms.

Property: The land and facilities currently owned by First Christian Church (“FCC”) and leased by the City located at 520 S. Osage Ave., Bartlesville, OK 74003, and more particularly described as:

LOTS 3-6 BLK 48 ORIG BARTLESVILLE, E 51’ ON N 50’ LOT 6 BLK 48 ORIG BARTLESVILLE, W 89’ OF N 50’ LOT 6 BLK 48 ORIG BARTLESVILLE, N 10’ LOT 5: S 50’ LOT 6 BLK 48 ORIG BARTLESVILLE.

Development: Developer shall develop and operate a film studio and film educational facility on the Property that will be developed as two different components that will involve an aggregate private investment of at least \$2 million dollars. The two components will consist of:

- The rehabilitation of the existing building that previously housed FCC (“Church Rehab”). Developer’s total investment into this component shall total at least \$2 million, and
- The construction of a new building that will host a sound stage meeting appropriate industry standards to enable filming of studio television and motion picture projects on-site (“Sound Stage”).

The development shall comply with all applicable federal, state, and local laws and regulations, including zoning and land use restrictions.

Development

Plan: On or before the date 90 days following the execution of the Disposition and Development Agreement, Developer shall submit a Development Plan for both components of the Development for review and approval by the City, which shall include:

- *Feasibility Study.* An assessment that determines whether the Development is likely to be successful and profitable after accounting for relevant factors such as technical, economic, and legal considerations.
- *Design Documents.* Drawings, site plans, floor plans, elevations, and other documents illustrating the scale of the Development, as well as plans fixing and describing the size and character of the improvements as to structural,

mechanical, and electrical systems, the proposed development phasing, and other such essentials as may be determined by the City.

- *Project Budget.* A budget showing, at a level of detail satisfactory to the City, the full cost of the construction and other project related costs of the Development.
- *Evidence of Financing.* Evidence satisfactory to the City that the Developer has sufficient financing capacity and any commitments necessary to fund the full cost of the construction of the Development.
- *Construction Contract.* A form of construction contract between the Developer and a licensed construction contractor.

The City, in its reasonable discretion, may approve the Development Plan in sufficient detail to permit fast-track construction, and in any event shall issue its approval, rejection, or further requirements to the Developer within 30 days after receipt of the Development Plan.

Commence: The Developer shall commence construction on the Development no later than thirty (30) days from the date of Developer’s acquisition of the Property (as more particularly described below), but in any event not later than December 31, 2023, pursuant to valid permits (“Commencement Date”).

Completion: Developer shall make its best efforts to complete construction of the Development, as evidenced by the receipt of full and final certificates of occupancy for both components of the Development, within twenty-four (24) months following the Commencement Date, but in any event all construction shall be complete and final certificates of occupancy shall be issued no later than January 31, 2025 (“Completion Date”).

Closing: Upon satisfaction of all conditions precedent described in the Definitive Agreements, and in consideration for the purchase price of \$10 plus the development obligations in contained in the Definitive Agreements, the City shall convey to the Developer good and marketable title in fee simple to the Property by special warranty deed, subject to exceptions listed in a written commitment issued by a title insurer to issue a title insurance policy that may be obtained by the Developer.

Conditions

Precedent: The following conditions shall be satisfied prior to Closing:

- Approval of Development Plan. The Developer shall have submitted and the City shall have approved the Development Plan.
- Completion Guaranty Bond. Developer shall provide the City with a Completion Guaranty Bond, in favor of the City, covering the full anticipated costs of the Development as described in the Development Plan.
- Payment and Performance Bonds. Developer shall provide the City with the payment and performance bonds of its general contractor(s), in form, substance and amount acceptable to the City (with dual obligee rider to the performance bond in favor of the City) covering any contractors, subcontractors, and materialmen involved or expected to be involved in the construction of the Development.

- Permits. Developer shall have obtained all permits and approvals necessary to commence construction of Development.
- Insurance. Developer shall provide evidence of insurance secured by the general contractor(s), including: (a) a comprehensive general liability policy in the amount of at least \$1,000,000.00 for any person, \$2,000,000.00 for any occurrence, and \$1,000,000.00 property damage naming the City as an additional insured and loss payee; and (b) property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial contract sum, plus value of subsequent contract modifications, comprising total value for the entire work to be completed under each of the respective construction contracts, on a replacement cost basis.
- Acquisition of the Property. The City shall have acquired good and marketable title in fee simple to the Property from FCC.
- Acceptance of Beneficial Interest In Bartlesville Film Authority. The City shall have accepted the beneficial interest of the Bartlesville Film Authority, a public trust to be created to provide assistance to the film industry in Bartlesville.
- Deposit of Assistance in Development Financing Into Escrow. BDA and BRTA shall have deposited the Assistance in Development Financing amounts into the Escrow Fund, as described below.

Early Entry/

Access:

The City will grant Developer early access to the Property through a sublease or similar arrangement acceptable to the Parties that will provide Developer the ability to begin making critical repairs and construction work for the Church Rehab, including but not limited to roofing repairs; provided, that until Closing, Developer assumes all financial risk and liability for making such repairs.

**Assistance In
Development**

Financing:

Provided all conditions precedent in the Definitive Agreements have been satisfied, City and BRTA agree to provide a cumulative \$2 million toward the Development as Assistance in Development Financing, to be provided as follows:

- City and BRTA will each deposit \$1 million into an escrow account under Developer's name, managed by Developer's bank, and subject to an escrow agreement mutually agreeable to the parties that directs disbursements of the funds in a manner consistent with the conditions and procedures described in this Term Sheet.
- Escrowed funds may be disbursed as the Developer incurs expenditures toward the vertical construction or rehabilitation of the Development in accordance with the Definitive Agreements, to pay for or reimburse actual and reasonable costs for construction of the Development, equipment and personnel to complete the development project as detailed in the Development Plan, as follows:

- An initial disbursement of up to \$280,000 shall be provided at or upon Closing, to reimburse certified expenses incurred during the Early Entry/Access period described above.
- The balance of the escrowed funds, less 10% of the escrowed funds, shall be disbursed on a pro-rata basis with Developer's other sources of financing.
- 10% of the escrowed funds shall be retained in the escrow account until such time as a final certificate of occupancy has been issued for all components of the Development.
- Prior to any disbursement of escrowed funds, the following conditions precedent must be satisfied:
 - Developer shall have submitted, and the Bartlesville Film Authority shall have approved, a certification of costs, in a form and substance as may reasonably be required by the Bartlesville Film Authority, signed by the Developer together with an itemized list of construction and/or other approved Development costs paid for by Developer from equity, construction lending, or permanent lending, and such supporting documentation as the Bartlesville Film Authority may require, that evidences costs paid and expenses incurred.
 - The Bartlesville Film Authority shall have received such evidence as it may reasonably require that shows that the proceeds of the proposed disbursement will be used to reimburse Development expenses incurred or paid in accordance with the approved Development Plan.
 - Developer shall not have materially defaulted on any of its obligations under the Definitive Agreements.
- The Bartlesville Film Authority will review and approve disbursements provided for herein at regularly scheduled monthly meetings.
 - The Developer will provide each certification of costs at least 10 days in advance of the regularly scheduled meeting.

Establishment of Film Trust:

Within 90 days of the execution of the Disposition and Development Agreement, the City will have worked to establish the Bartlesville Film Authority, a public trust having the City as its beneficiary, with sufficiently broad purposes that will enable it to oversee the escrowed funds as provided for herein and to provide other assistance to the film industry within the City. It is anticipated that the trustees of such trust will include five members, including a City Council member, a currently sitting trustee of the BRTA, a currently sitting trustee of the BDA, a member of board of directors of Visit Bartlesville Inc., and the City Manager (or his designee).

Transfers:

For a period of five (5) years following the Completion Date, the Property or any part thereof or interest therein, shall not be transferred to another entity which would give such entity "control" of the Property (excluding ordinary course leasing, development easements, or other routine operational grants), without obtaining the prior written approval of the City. City approval shall not be required for, and any transfer restrictions

described herein shall not apply to, transfers within or among the ownership structure of Developer, between special limited partner or general partners of the Developer, or due to a court order.

Public

Approvals: All such public approvals as are necessary, appropriate or otherwise required by applicable law shall be secured to enter the Definitive Agreements, including without limitation, approvals for the provision of the Assistance in Development Financing in support of the Development, and the conveyance of the Property to the Development. Neither this term sheet nor any oral representations or promises create a binding commitment on the part of either party; a legally binding commitment will result only from the execution of the Definitive Agreements by the Parties.

Please indicate your agreement with the foregoing by executing this Term Sheet where indicated below.

Approved by the Developer this _____ day of _____, 2023.

Developer: Buffalo Roam Studios LLC
an Oklahoma limited liability company

By: _____
Jeff Smith, Managing Member

Approved by the City this _____ day of _____, 2023.

City: City of Bartlesville
an Oklahoma municipal corporation

By: _____
Mayor

Attest: _____
City Clerk

Approved by BRTA this _____ day of _____, 2023.

BRTA:

Bartlesville Redevelopment Trust Authority
an Oklahoma public trust

By: _____
Chair

Attest: _____
Secretary

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and approve a lease agreement with purchase option between the City of Bartlesville and First Christian Church relating to the First Christian Church building located at 520 S. Osage Ave.

Attachments:

Lease Agreement

II. STAFF COMMENTS AND ANALYSIS

On December 10, 2021, the City entered into an MOU with First Christian Church which provides for the donation of the FCC building to the City under certain conditions. After the convention center feasibility study indicated that FCC location was not economically feasible as a convention center at this time, the City, with FCC's blessing, issued an RFP to the public.

In this RFP the City asked for the public to submit proposals to convert the FCC building to a productive, private use. We received 6 proposals, but the one favored by the review committee was Buffalo Roam (BR). Buffalo Roam (BR) proposed to convert the FCC building into a film studio and film institute with a minimum private investment of \$2M.

In a separate item, Council will consider a term sheet defining the responsibilities of the parties. As part of this term sheet, the City is agreeing to accept donation of the building at closing and immediately transfer this property to Buffalo Roam.

In order to ensure that the City is in a position to transfer this property to Buffalo Roam upon closing, the City needs to have an Option that clearly defines our rights to the property. The attached lease agreement with purchase option ensures that the City will be in a position to accept and subsequently transfer the property at closing.

Please schedule this item for the next Council meeting.

III. RECOMMENDED ACTION

Approve the attached lease agreement as presented.

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into as of the ____ day of August, 2023 (the "Effective Date"), by and between FIRST CHRISTIAN CHURCH (DISCIPLES OF CHRIST) OF BARTLESVILLE, INC., ("Lessor"), and THE CITY OF BARTLESVILLE, OKLAHOMA ("Lessee").

R E C I T A L S:

A. Lessor owns certain real property with improvements and facilities thereon, located at 520 S. Osage Ave., Bartlesville, Oklahoma 74003, more specifically described in Exhibit "A" attached hereto and made a part hereof (the "Leased Premises"); and

B. Lessor and Lessee are party to that certain Memorandum of Understanding dated December 10, 2021 (the "MOU") which provides for the donation of the Leased Premises to Lessee under certain conditions; and

C. Following the parties' entry into the MOU, Lessee conducted a feasibility study which study determined that use of the Leased Premises as a conference center was not feasible; and

D. Lessee published a request for proposal ("RFP") and a proposal for use of the Leased Premises which is acceptable to Lessor and Lessee was submitted by Buffalo Roam Studies, LLC (Buffalo Roam) on or about February 27, 2023; and

E. Lessee is currently the tenant of the Leased Premises pursuant to the terms of that certain Lease Agreement dated July 1, 2022 and desires to continue leasing the Property from Lessor and Lessor desires to Lease the same to Lessee with an option for Lessee to purchase the property for the purpose of conveying it to Buffalo Roam.

NOW, THEREFORE, in consideration of the promises, covenants and conditions herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Leased Premises. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor for the Term (hereinafter defined) the Leased Premises, subject to the terms and conditions set forth herein.

2. Term and Termination. The term (the "Term") of this Lease shall commence on the Effective Date, and shall remain in effect from month to month for a period not to exceed (1) year; provided, however, that Lessee

shall have the option to terminate its tenancy by giving Lessor written notice at least ten (10) days prior to the last date of any month during the lease term.

3. Rent. During the Term of this Lease, Lessee shall pay to Lessor annual rental (the "Rent"), in the amount of \$1.00 the receipt and sufficiency of which is hereby acknowledged by Lessor.

4. Net-Net-Net Lease. It is specifically understood and agreed by Lessee that this Lease is what is commonly designated as a "NET-NET-NET LEASE". It is the express intent of Lessor and Lessee that all rentals payable under the terms of this Lease shall be absolutely net to Lessee, and that each and every item of expense of every kind and nature whatsoever by reason of or in any manner connected with or arising from the leasing, operation, management, maintenance, repair, use or occupancy of the Leased Premises or any portion thereof shall be borne by Lessee, including the utilities of Lessee, and Lessor held harmless therefrom. No matter from whatever source arising, if anything shall be ordered or required to be done by lawful authority in, upon or about the Leased Premises, all of the same shall be done and fulfilled at the sole cost, risk and expense of Lessee without any expense, risk, liability or obligation whatsoever to or upon Lessor or its successors or assigns.

5. Maintenance of Leased Premises. Lessee shall keep and maintain in good repair and working order and make all repairs to and perform necessary maintenance upon the Leased Premises. The cost of such maintenance shall be the responsibility of Lessee.

6. Insurance. Lessee shall be responsible for maintaining property, casualty and general public liability insurance on the Leased Premises in amounts and with an insurance company acceptable to Lessor, which such insurance shall name Lessor as an additional insured and a certificate evidencing which shall be provided to Lessor on the Effective Date.

7. Taxes. All real estate taxes on the Leased Premises shall be paid by Lessee. All taxes on the personal property of Lessee and any other taxes on Lessee's business shall be paid by Lessee. Upon request, Lessee shall furnish receipts for payment of all taxes required to be paid hereunder.

8. Columbaria. Two existing Columbaria in the church shall remain on the property and be maintained by Lessee. Lessee will maintain the interfaith chapel within the Leased Premises housing the Columbaria during the Term of this lease.

9. Holding Over. Should Lessee continue to hold the Property after the termination of this Lease or any Renewal Period, whether the termination occurs by lapse of time or otherwise, such holding over shall constitute and be construed as a tenancy at will at a rental equal to two hundred percent (200%) of the amount of the annual Rent payable during the year prior to the termination of this Lease or any Renewal Period, and upon and subject to all of the other terms, provisions, covenants and agreements set forth herein.

10. Indemnification. Lessee shall indemnify and hold Lessor harmless from and against any and all claims, demands, actions, damages, liability and expense, including without limitation, attorneys' fees, in connection with loss of life, personal injury and/or damage to property to the extent such is arising from or out of any occurrence in, upon, or at the Leased Premises, or any part thereof, which injury or damage was occasioned wholly or in part by any act or omission of Lessee, its agents, contractors, employees, servants, lessees, invitees, licensees or concessionaires. In case Lessor shall, without fault on its part, be made a party in any litigation commenced against Lessor, then Lessee shall protect and hold Lessor harmless and shall pay all costs, expenses and attorneys' fees incurred or paid by Lessor in connection with such litigation.

11. Surrender of Possession. Lessee covenants at the expiration or early termination of the Term of this Lease or any Renewal Period to surrender to Lessor the Leased Premises in good condition, reasonable wear and tear excepted.

12. Default and Remedies. It shall be an event of default under this Lease if Lessee (a) does not pay in full when due any and all installments of Rent or any other charges or payments hereunder within five (5) days of written notice from Lessor of non-payment by Lessee, or (b) violates or fails to perform or otherwise breaches any agreement, term, covenant or condition in this Lease and does not cure or commence to cure such default within fifteen (15) days of written notice of default from Lessor. Upon the occurrence of an event of default, Lessor shall have the right to (a) terminate this Lease, in which event Lessee shall immediately surrender the Leased Premises to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which Lessor may have for possession or arrearages in Rent, enter upon and take possession of the Leased Premises and expel or remove Lessee and any other person who may be occupying the Leased Premises or any other part thereof without being liable for prosecution or any claim of damages therefor and Lessee agrees to pay to Lessor on demand all reasonable costs and expenses, necessarily incurred, including attorneys' fees incurred by Lessor in recovering possession of the Leased Premises and the amount of the loss and damage which Lessor suffers by reason of such termination, due to the inability to relet the Leased Premises on

satisfactory terms, and (b) without terminating this Lease, enter upon the Leased Premises and do whatever Lessee is obligated to do under the terms of this Lease, and Lessee agrees to reimburse Lessor immediately on demand for any expenses which Lessor may incur in thus effecting compliance with Lessee's obligations under this Lease.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any Rent due to Lessor hereunder or of any of the damages accruing to Lessor by reason of the violation of any of the terms, provisions and covenants contained in this Lease.

Failure or delay by Lessor to enforce one or more of the remedies herein provided or provided by law upon an event of default shall not be deemed or construed to constitute a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder or be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants contained in this Lease.

13. No Waiver. No waiver of any breach of any covenant, condition or agreement herein contained shall operate as a waiver of the covenant, condition or agreement itself or any subsequent breach thereof.

14. Quiet Enjoyment. Lessor warrants of and further covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all of the terms, covenants, and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Leased Premises without disturbance.

15. Option to Purchase. The purpose of this Lease Agreement is to provide for management of the Leased Premises by Lessee at no cost to Lessor until such time as the Leased Premises may be conveyed by Lessor to Lessee as outlined herein. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor does hereby grant, bargain and sell to Lessee the exclusive right and option to purchase the Leased Premises for the purpose of conveying same to Buffalo Roam to effectuate the proposal submitted by said Buffalo Roam as considered by the Bartlesville City Council in its regular meeting on May 1, 2023. Lessee's option to purchase the Leased Premises shall be exercisable in accordance with the terms and provisions hereinafter contained.

16. Exercise of Option. At any time during the Term of this Lease the option to purchase herein granted may be executed by Lessee by written notice from Lessee to Lessor given in strict accordance with the provisions of paragraph 27 hereinbelow.

17. Agreement to Sell and Purchase. Upon the timely and proper exercise of the option herein granted, Lessor hereby agrees to sell and convey the Property to Lessee; and Lessee hereby agrees to purchase and pay Lessor for the Property.

18. Purchase Price. The Purchase Price to be paid by Lessee to Lessor for the Property shall be the sum of \$10.00 and other good and valuable considerations.

19. Title Documents. Within 10 days from the date of the exercise of the option granted herein, Lessor will furnish or cause to be furnished by delivery to Lessee a base abstract of title, certified to date, showing marketable title to the Property vested in Lessor.

20. Objections to Title. Upon receipt of the abstract, Lessee shall have 10 days within which to submit to Lessor written objections to the status of title as reflected in the abstract. Such objections shall be pursuant to the Title Standards codified under the statutes of the State of Oklahoma. Upon receipt of such objections, Lessor shall have 30 days within which to cure or satisfy Lessee's objections to title. In the event Lessor shall have refused or failed to cure any or all of such objections, Lessee shall be entitled either (i) to waive the objection, in which the event the agreement to sell and purchase shall continue in full force and effect, or (ii) to terminate the agreement to sell and purchase, in which event this Lease shall remain in full force and effect.

21. Purchase of Property "As Is" Condition. The Property being sold by Lessor to Lessee is in its "as is" condition with Lessor making no representation or warranty of any kind as to its condition.

22. Date and Place of Closing. The Closing hereunder shall take place in the office of Musselman Abstract Company, 216 E. 4th St., Bartlesville, Oklahoma 74003, or at such other place as to which Lessor and Lessee may agree in writing. The Closing Date shall be on or before 60 days following Lessor's receipt of Lessee's exercise of the option to purchase.

23. Items to Be Delivered at Closing.

(a) Lessor. At Closing, Lessor shall deliver to Lessee a Warranty Deed, in recordable form, duly executed and acknowledged by Lessor, conveying good, marketable, insurable and indefeasible fee simple title to the Property to Lessee;

(b) Lessee. At Closing Lessee shall deliver to Lessor the balance of the Purchase Price, subject to normal and customary prorations.

24. Costs of Closing. Lessor will pay (1) the cost (including recording fees) of any title curative documents. Lessee will pay (1)the closing fee;

(2) documentary stamps required to be affixed to the Warranty Deed and
(3) the recording fees for recording of the deed. Each party will pay its own costs of legal counsel.

25. No Liens. Lessor shall not and has not created any liens, leases, encumbrances, exceptions, reservations, restrictions, limitations, easements or claims of third parties prior to Closing.

26. Unpaid Bills. There will be at time of Closing no unpaid bills for labor, services or work performed or rendered upon the Property at the direction of Lessor, or for materials or supplies furnished or delivered to the Property at the direction of Lessor, either or all of which could result in the filing of mechanic's, materialmen's or laborer's liens upon the Property.

27. Notices and Demand. All notices required or permitted hereunder shall be deemed to have been given if mailed in any United States Post office by certified or registered mail, postage prepaid, addressed to Lessor or Lessee, respectively, at the following addresses or to such other addresses as the parties may designate in writing from time to time:

If to Lessor:

First Christian Church (Disciples of
Christ) of Bartlesville, Inc.
c/o John Heskett
Heskett &
Heskett
2401 Nowata Place, Ste A
Bartlesville, OK 74006

If to Lessee:

City of Bartlesville,
Oklahoma 401 S.
Johnstone
Bartlesville, Oklahoma 74003

28. Law Governing. This Lease shall be governed by and enforced in accordance with the laws of the State of Oklahoma.

29. Attorneys' Fees. If either party hereto is required to bring an action at law or in equity to protect its rights hereunder, or to enforce some covenant, condition, or provision hereof, the prevailing party in said action shall be entitled to reasonable attorneys' fees incurred by the prevailing party in such action.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed as of the Effective Date.

Lessor:

FIRST CHRISTIAN CHURCH (DISCIPLES OF CHRIST) OF
BARTLESVILLE, INC.

By: _____
Chairman, Board of Trustees

By: _____
Moderator, Administrative Board

By: _____
Vice Moderator, Administrative Board

Lessee:

CITY OF BARTLESVILLE, OKLAHOMA

By: _____
Mayor

Attest: _____
City Clerk

Exhibit "A"

LOTS 3-6 BLK 48 ORIG BARTLESVILLE, E 51' ON N 50' LOT 6 BLK 48
ORIG BARTLESVILLE, W 89' OF N 50' LOT 6 BLK 48 ORIG
BARTLESVILLE, N 10' LOT 5: S 50' LOT 6 BLK 48 ORIG BARTLESVILLE.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

CASE NO. PLAT-0723-0021– Consider and take action on an application from Joel Harrison, on behalf of the Delaware Tribe of Indians, for Final Plat Approval of The Lenape 2nd Addition, a 7-lot development on 11.89-acres located north and west of the northwest corner of Madison Boulevard and Tuxedo Boulevard, legally described as a Part of Section 4, Township 26 North, Range 13 East, Washington County, Oklahoma and a Re-Plat of a Portion of the Lenape Addition to the City of Bartlesville.

Attachments: Preliminary Plat of The Delaware Tribe Community Improvement Project and Proposed Final Plat of The Lenape 2nd Addition

II. STAFF COMMENTS AND ANALYSIS

Applicant	Joel Harrison, on behalf of the Delaware Tribe of Indians	
Requested Action	Approval of the Final Plat of The Lenape 2 nd Addition	
Location	North and west of the northwest corner of Madison Boulevard and Tuxedo Boulevard (Exhibit A and Exhibit B)	
Zoning	RS-7/PUD, (Single Family Residential; Planned Unit Development) (Exhibit C)	
Area of Tract	11.89 Acres	
Proposed Land Use	Residential Duplex and Community Buildings	
Adjacent Zoning and Land Use	North	RS-7/PUD- Delaware Tribe of Indians; Undeveloped
	South	RS-7/PUD- Lenape 1 st Addition; Detention Area
	West	RS-7- Hughes Fisher 1 st and 2 nd Additions
	East	RS-7/PUD- Lenape 1 st Addition; Multi-Family Residential and Tribal Facilities

EXHIBIT A Location

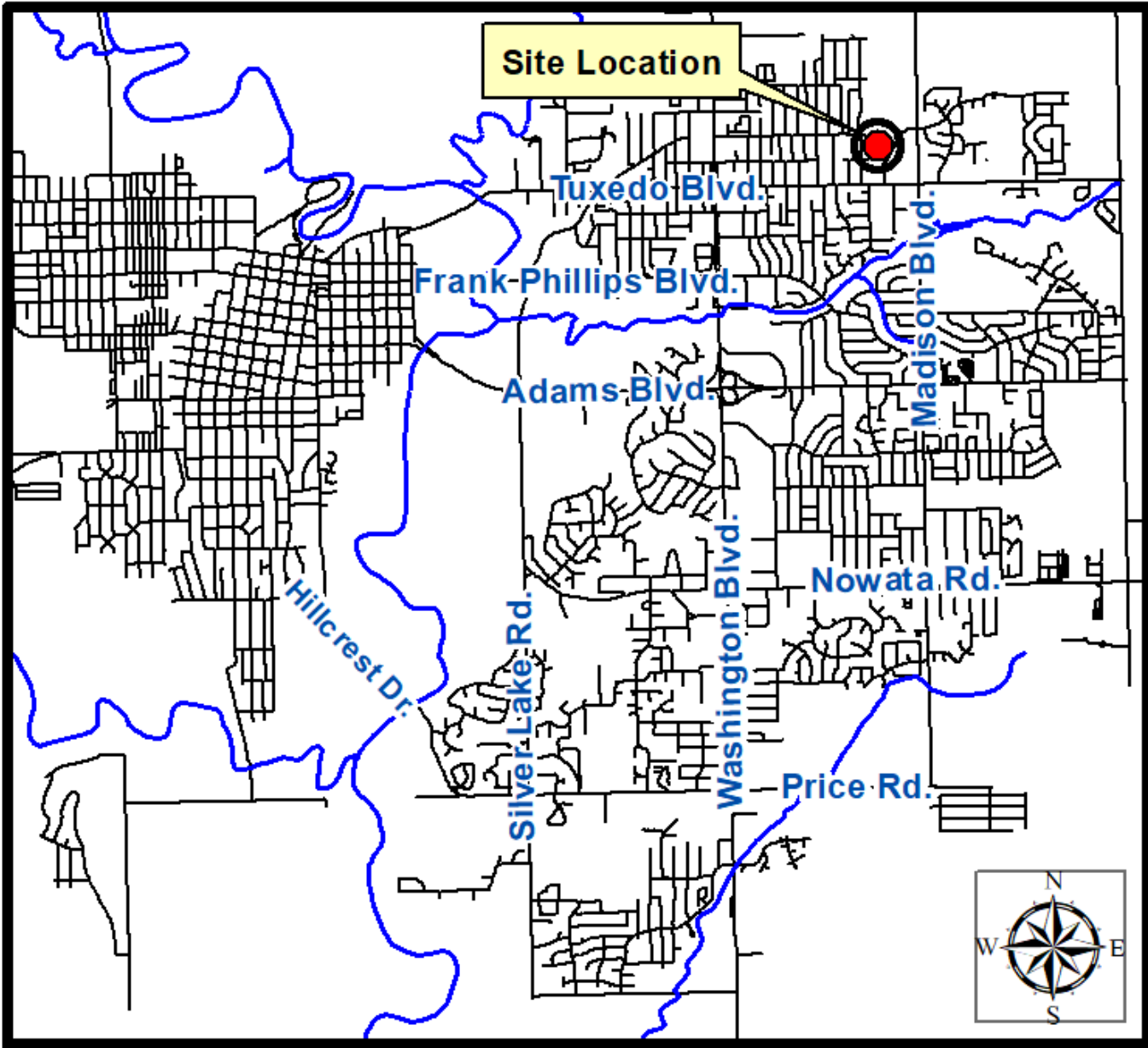
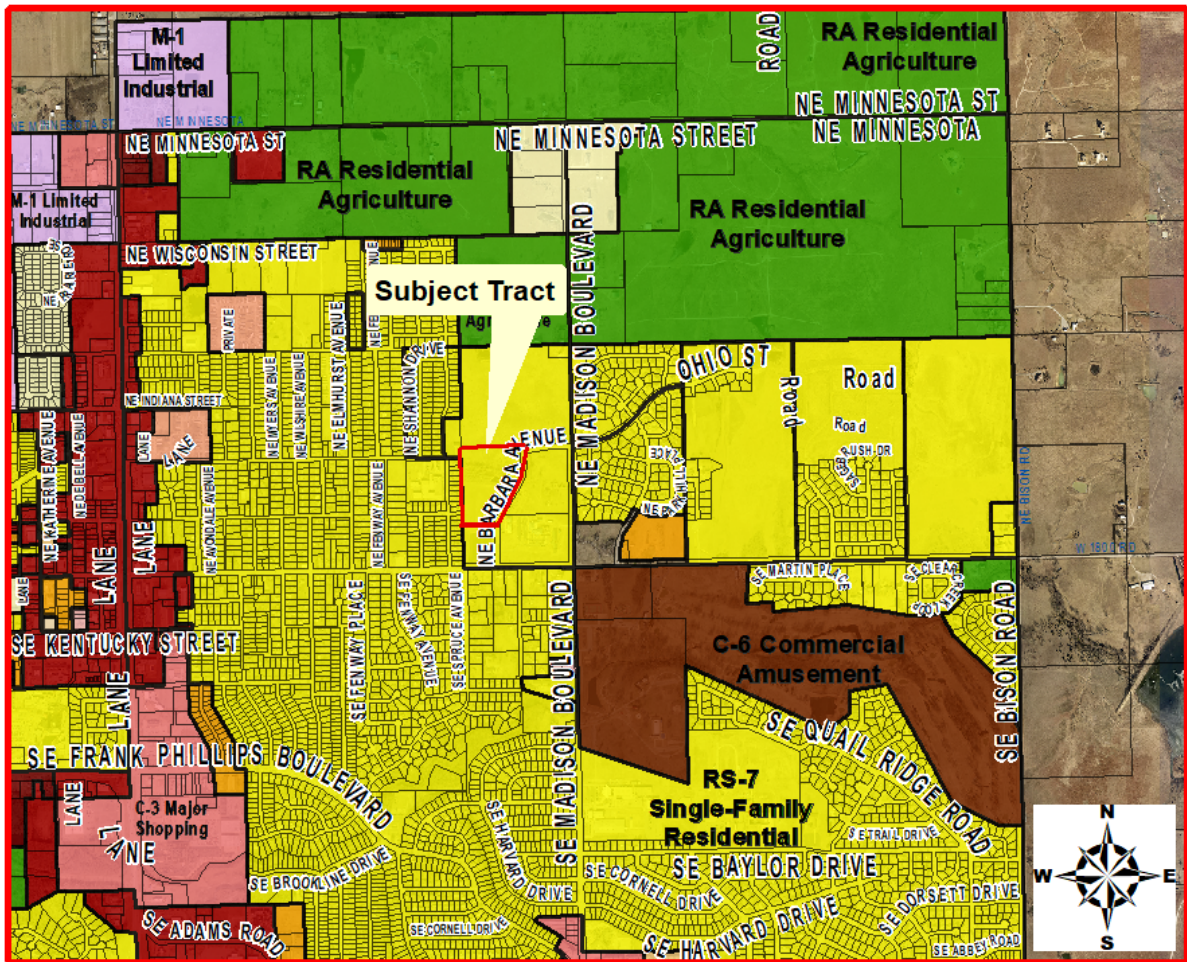


EXHIBIT B Aerial



EXHIBIT C Zoning



The subject tract is zoned RS-7/PUD (Single-Family Residential/Planned Unit Development). Case Nos. PUD-0822-0023/24, a PUD Amendment and Site Development Plan Amendment, were approved by Planning Commission on September 22, 2022. The purpose of these applications was to gain approval for the Delaware Tribe’s desired new uses and improvements. Platting is required before any building permits can be issued.

APPLICABLE REGULATIONS / PLATTING REQUIREMENTS:

Platting in accordance with the Subdivision Regulations is required for any PUD which proposes the division of land into two or more tracts, any one of which contains less than ten acres. It is also required when there is a dedication of any public improvement. (Zoning Regulation Section 7.6.1.5).

Platting is also required for any land which has been rezoned upon application of a private party. (Zoning Section 10.3).

PRELIMINARY AND FINAL PLAT SUBMITTAL:

The preliminary plat for The Delaware Tribe Community Improvement Project, Case No. PLAT-0723-0020, was approved by Planning Commission on August 22, 2023. The preliminary plat has 67 lots, 13 blocks and 4 common areas. The Tribe owns property immediately to the south and southeast, platted as The Lenape Addition in 2003. The Lenape Addition has The Delaware Tribe headquarters, offices, social services offices, wellness center, child learning center, three (3) residential duplexes for tribal elders, storage buildings, a food pantry, and cook arbor. The Delaware Tribe Community Improvement Project will include a total of three general phases, spanning approximately ten years' time and located partially within Lenape 1st Addition.

The applicant also submitted a final plat (Case No. PLAT-0723-0021) as a phase of this preliminary plat. This final plat, The Lenape 2nd Addition, will include 11.89 of the 46.43 acres. Within this 11.89 acres will be 7 Lots within 1 Block. Lots 1-6 are being platted for the construction of 6 duplexes; Lot 7 for a future phase of non-residential development. The Lenape 2nd Addition and all future final plats must match the approved preliminary plat.

The Lenape 2nd Addition final plat notes that restrictions and covenants will be filed separately. For the purpose of assigning maintenance responsibilities for all common areas, staff has suggested that the developers establish a Property Owners' Association (POA) incorporating all properties in The Lenape [1st] Addition, The Lenape 2nd Addition, and all other phases of the Delaware Tribe Community Improvement Project as shown in the preliminary plat and PUD.

Said maintenance responsibilities should then be included with the restrictions and covenants to be filed separately. In the potential absence of a POA and/or defined common area maintenance responsibilities, staff is recommending that an additional note addressing common area maintenance for common areas shown in the Delaware Tribe Community Improvement Project preliminary plat and associated final plats be added as a condition of approval for The Lenape 2nd Addition final plat.

III. RECOMMENDED ACTION

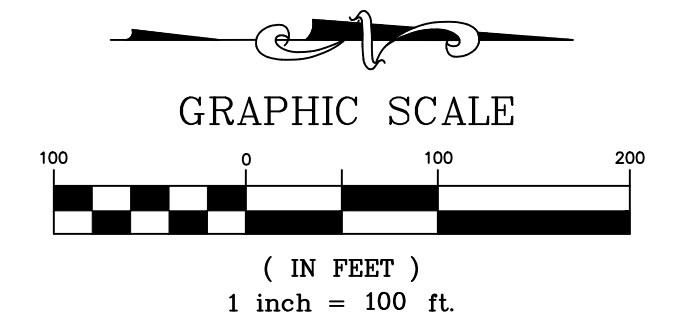
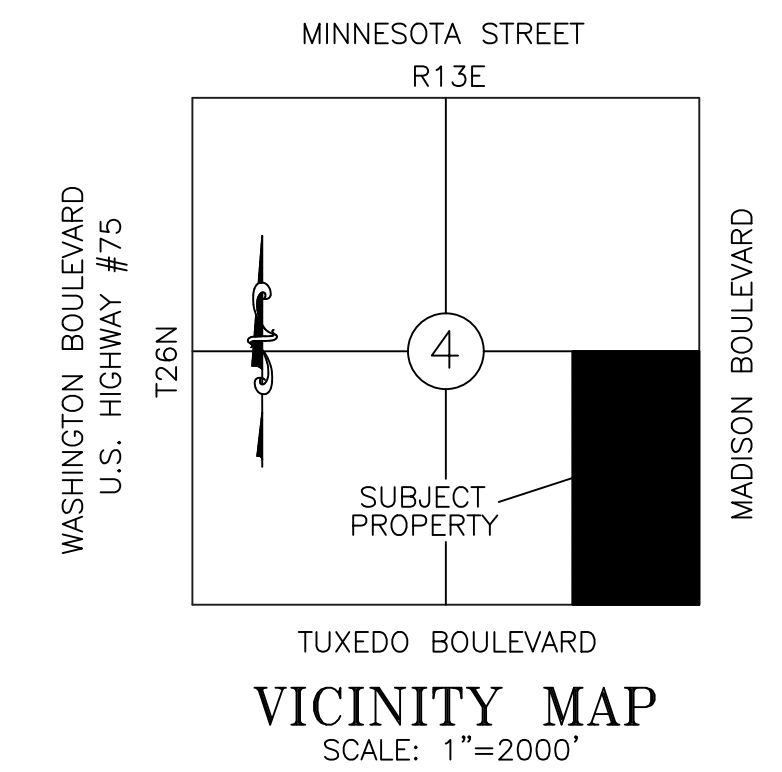
Staff recommends approval of the Final Plat of the Lenape 2nd Addition subject to the following conditions:

- Construction of, or financial guarantee provided for all public improvements required by the Subdivision Regulations.
- Construction of, or financial guarantee provided for the following improvements in accordance with the PUD:
 - Madison Boulevard Improvement (including sidewalk).
 - Ohio Street Extension / Connection (including sidewalk).
 - On site stormwater detention pond in the northwest portion of the property.
- A note added to the Final Plat stating that construction, installation, mowing, and maintenance on all common areas depicted in the Delaware Community Improvement Project Preliminary Plat (Case No. PLAT-0723-0020) and associated final plats shall be the responsibility of the undersigned grantor and the shared responsibility of the lot owners of this subdivision at their cost in accordance with the standards adopted by the City of Bartlesville. In the event the grantor and said lot owners should fail to adequately and properly maintain the property, the City of Bartlesville may enter upon the property and

perform said maintenance, and the cost of performing said maintenance shall be paid by the grantor and said lot owners proportionately on the basis of lot ownership. In the event the grantor and said lot owners fail to pay the cost of said maintenance, or any part thereof, within thirty (30) days after completion of said maintenance, said cost shall be a lien against all lots in the subdivision for which proportionate payment has not been made which lien may be foreclosed by the City of Bartlesville. This responsibility shall bind the undersigned grantor the lot owners, their successors in interest, and all assigns.

Consideration of this request for Final Plat approval has been scheduled before the Bartlesville City Council on Tuesday, September 5, 2023. The Council is requested to take action on the proposed Final Plat of the Lenape 2nd Addition at this time.

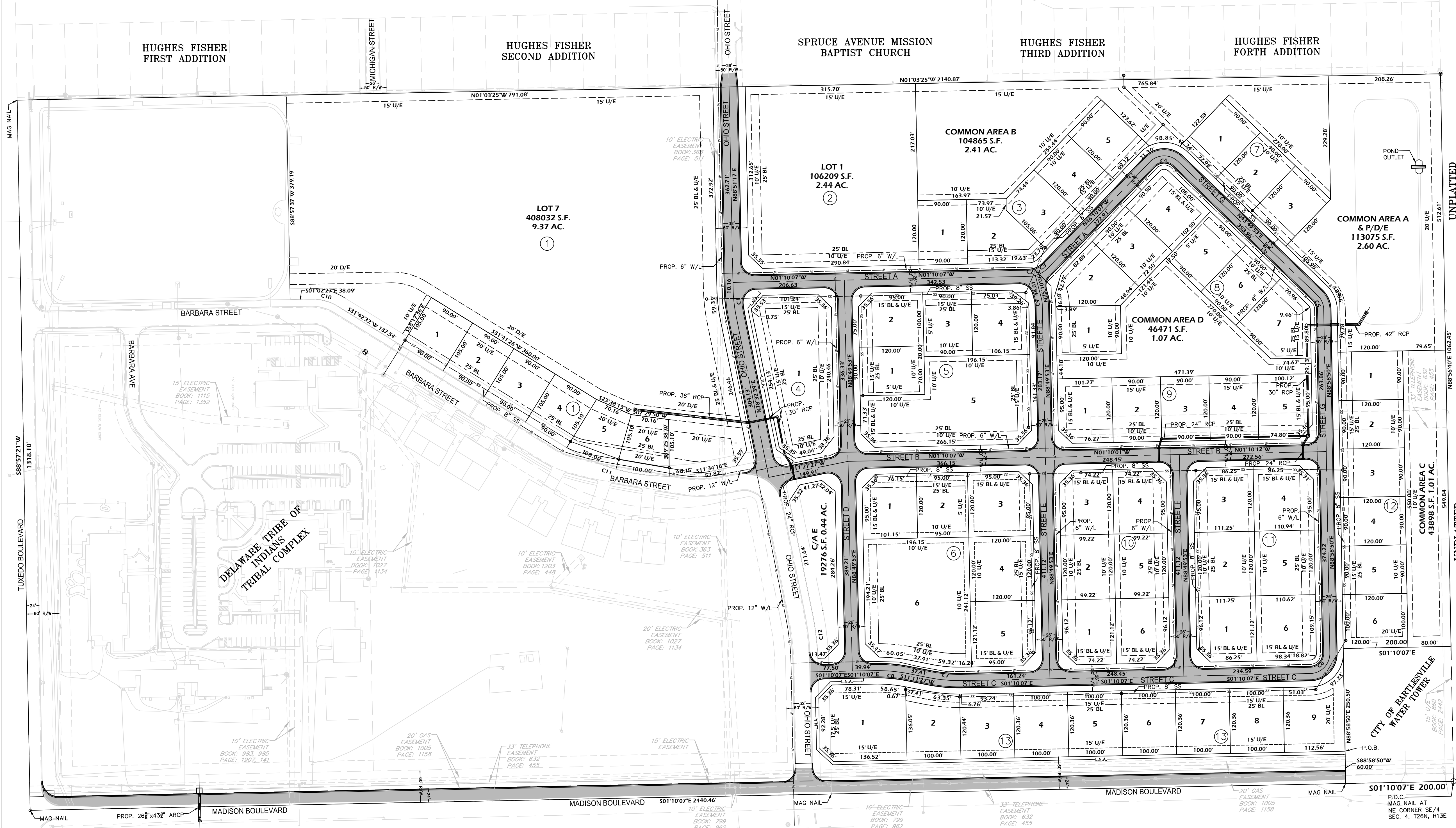
PRELIMINARY PLAT
OF
**DELAWARE TRIBE COMMUNITY
IMPROVEMENT PROJECT**
A PART OF THE SE/4, SECTION 4, T26N, R13E, I.M.
BATLESVILLE, WASHINGTON COUNTY, OKLAHOMA



PROJECT OWNERS:
DELAWARE TRIBE OF INDIANS
5110 TUXEDO BLVD.
NE BARBARA STREET
BATLESVILLE, OK 74006

LEGEND
P.O.B. POINT OF BEGINNING
EX. EXISTING
BL. BUILDING LIMIT LINE
U/E. UTILITY EASEMENT
D/E. DRAINAGE EASEMENT
L.N.A. LIMITS OF NO ACCESS
R/W. RIGHT-OF-WAY
C/A. COMMON AREA
RCP. REINFORCED CONCRETE PIPE
P/D/E. PRIVATE DRAINAGE EASEMENT
SS. SANITARY SEWER
W/L. WATER LINE

LOT COUNT
MULTI-FAMILY RESIDENTIAL 45 LOTS
MULTI-FAMILY RESIDENTIAL 34.51 ACRES
RESIDENTIAL DENSITY 3.77 (DU/ACRE)
COMMERCIAL 11.92 ACRES
ZONING RS-7/PUD



Curve Table

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length	Tangent
C1	53.99'	300.00'	010°18'38"	N83°41'58"E	53.91'	27.07
C2	11.92'	50.00'	013°39'47"	N08°00'01"W	11.90'	5.99
C3	27.35'	50.00'	031°20'13"	N30°30'01"W	27.01'	14.02
C4	58.12'	37.00'	090°00'00"	S01°10'07"E	52.33'	37.00
C5	29.16'	37.00'	045°08'57"	S66°24'22"W	28.41'	15.38
C6	58.02'	37.00'	089°51'03"	N46°05'38"W	52.26'	36.90
C7	64.71'	300.00'	012°21'34"	N05°00'40"E	64.59'	32.48
C8	64.71'	300.00'	012°21'34"	S05°00'40"W	64.59'	32.48
C9	11.92'	50.00'	013°39'47"	S81°59'59"W	11.90'	5.99
C10	54.30'	95.00'	032°44'50"	S15°19'58"W	53.56'	27.91
C11	100.00'	355.00'	016°08'23"	S23°38'13"W	99.67'	50.33
C12	85.74'	530.00'	009°16'07"	N83°03'48"E	85.64'	42.96

LEGAL DESCRIPTION

A tract of land in the east half of the southeast quarter of Section 4, Township 26 North, Range 13 East if the Indian Meridian, in Bartlesville, Washington County, Oklahoma, more particularly described as follows:
NORTH TRACT
COMMENCING at the Northeast corner of the SE/4; Thence S00°01'07"E along the East line of the SE/4 a distance of 200.00 feet thence; S88°58'50"W a distance of 60.00 feet to the POINT OF BEGINNING; thence continuing S01°10'07"E a distance of 949.08 feet; thence S43°49'53"W a distance of 35.36 feet; thence S88°49'53"W a distance of 92.28 feet; thence S88°45'08"W a distance of 75.00 feet to a point on a curve to the left; thence 85.74 feet along the arc of said curve having a radius of 530.00 feet, subtended by a chord of 85.64 feet which bears W83°03'48"W; thence S78°53'44"W a distance of 141.40 feet to a point on a curve to the right; thence 200.00 feet along the arc of said curve having a radius of 355.00 feet, subtended by a chord of 211.64 feet; thence S11°34'16"E a distance of 141.40 feet to a point on a curve to the right; thence 200.00 feet along the arc of said curve having a radius of 355.00 feet, subtended by a chord of 211.64 feet; thence S31°42'24"W a distance of 360.00 feet; thence N58°17'36"W a distance of 95.00 feet; thence N31°42'24"E a distance of 360.00 feet; thence N23°38'13"E a distance of 73.00 feet; thence

N07°29'50"E a distance of 73.00 feet to a point on a curve to the left; thence 68.15 feet along the arc of said curve having a radius of 355.00 feet, subtended by a chord of 68.04 feet which bears N06°04'19"W; thence N11°34'16"E a distance of 57.82 feet; thence N56°30'48"W a distance of 35.39 feet; thence S78°32'39"W a distance of 246.46 feet to a point on a curve to the right; thence 59.39 feet along the arc of said curve having a radius of 330.00 feet, subtended by a chord of 59.31 feet which bears S83°41'58"; thence S88°51'18"W a distance of 372.92 feet; thence N01°03'25"W a distance of 60.00 feet; thence N88°51'18"E a distance of 312.65 feet; thence N43°50'35"E a distance of 35.35 feet; thence N01°03'25"W a distance of 315.70 feet; thence N88°49'53"E a distance of 337.03 feet to the POINT OF BEGINNING.
Said tract contains 1,503,267 Square Feet or 34.51 Acres more or less.
TOGETHER WITH

WEST TRACT
COMMENCING at the Northeast corner of the SE/4; Thence S00°01'07"E along the East line of the SE/4 a distance of 971.34 feet thence; S88°49'53"W a distance of 977.82 feet to the POINT OF BEGINNING; thence continuing S01°10'07"E a distance of 290.84 feet; thence S43°50'35"W a distance of 35.35 feet; thence S88°51'18"W a distance of 312.65 feet; thence N01°03'25"W a distance of 315.70 feet; thence N88°49'53"E a distance of 337.03 feet to the POINT OF BEGINNING.
Said tract contains 106,209 Square Feet or 2.44 Acres more or less.
TOGETHER WITH

SOUTH TRACT
COMMENCING at the Northeast corner of the SE/4; Thence S00°01'07"E along the East line of the SE/4 a distance of 1297.88 feet thence; S88°49'53"W a distance of 641.10 feet to the POINT OF BEGINNING; thence continuing S56°30'48"E for a distance of 35.39 feet; thence S11°34'16"E for a distance of 57.82 feet to a point on a curve to the right; thence 68.15 feet along the arc of said curve having a radius of 355.00 feet, subtended by a chord of 68.04 feet which bears S06°04'19"E; thence S89°25'39"W a distance of 95.00 feet; thence S07°29'50"W a distance of 73.00 feet; thence S23°38'13"W a distance of 73.00 feet; thence S31°42'24"W a distance of 360.00 feet; thence S58°17'36"E a distance of 95.00 feet; thence S31°42'32"W a distance of 137.54 feet to a point on a curve to the left; thence 54.30 feet along the arc of said curve having a radius of 95.00 feet, subtended by a chord of 53.56 feet which bears S15°19'58"W; thence S01°02'27"E a distance of 38.09 feet; thence S88°57'38"W a distance of 379.19 feet; thence N01°03'25"W a distance of 791.00 feet; thence N88°51'18"E for a distance of 372.92 feet to a point on a curve to the left; thence 59.39 feet along the arc of said curve having a radius of 330.00 feet, subtended by a chord of 59.30 feet which bears N83°41'58"; thence N78°32'39"E a distance of 246.46 feet to the POINT OF BEGINNING.
Said tract contains 413,082 Square Feet or 9.48 Acres more or less.
Total Plotted Area 2,022,558 Square Feet or 46.43 Acres more or less.

THE PRELIMINARY PLAT TO SERVE
DELAWARE TRIBE COMMUNITY IMPROVEMENT PROJECT

SHEET NO. 1 OF 1
DATE: 08/16/2023
PROJECT NO: 2304001

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action on a request to accept the 2023 Sidewalk Survey Report.

Attachments:

2023 Sidewalk Survey Report

II. STAFF COMMENTS AND ANALYSIS

Staff is making a recommendation to Accept the 2023 Sidewalk Survey Report.

Background:

The City of Bartlesville, with its rich history and evolving demographics, warrants an infrastructure that resonates with the needs and desires of its community. To address this, the survey was meticulously crafted, encompassing varied dimensions of sidewalk infrastructure – from the frequency of use, conditions, safety perceptions, to more nuanced topics like the existence of 'orphaned' sidewalks and the infrastructure's inclusivity for individuals with disabilities.

A set of thoughtfully designed questions served as the foundation for this survey, each tailored to shed light on specific aspects. The questions ranged from gauging the importance of sidewalks in the community's fabric to understanding the willingness of residents to contribute financially for the betterment of such infrastructure.

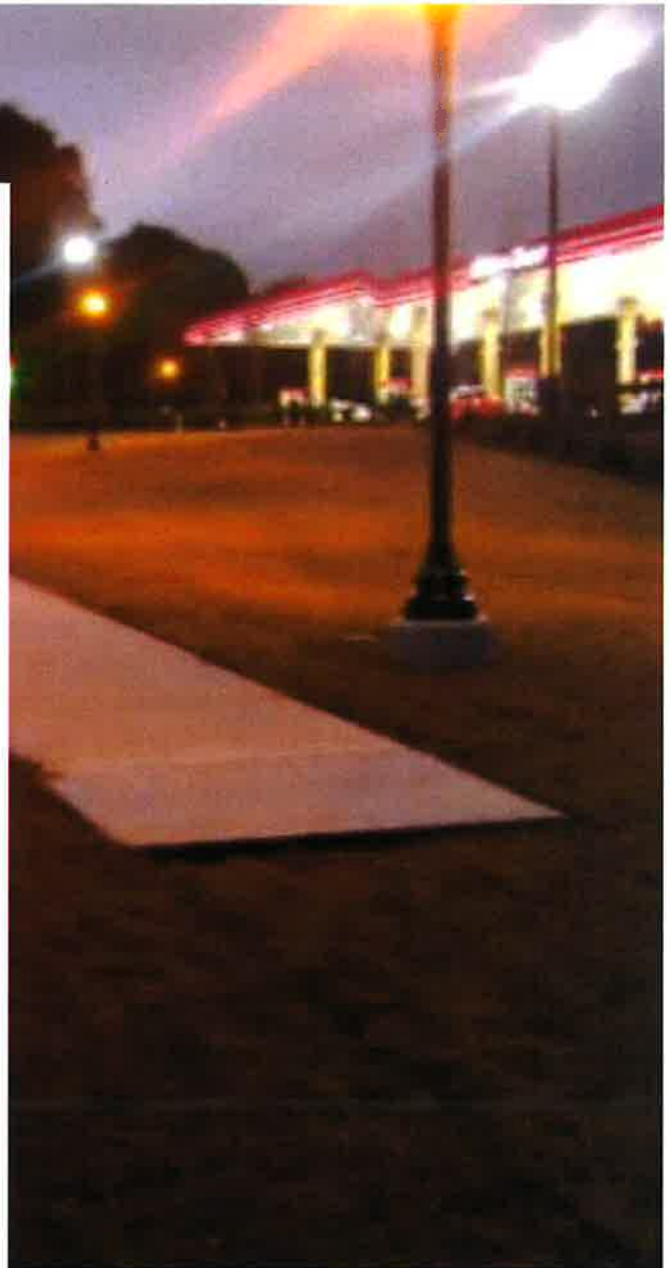
The report reviews and analysis the data that was captured and provides goals and objectives for the city as it moves forward sidewalks. The five main goals that were developed are: Enhance Sidewalk Infrastructure and Maintenance, Expand and Connect Orphaned Sidewalks, Revise Existing Ordinances to Align with Survey Insights, Improve Amenities Along Sidewalks for Enhanced Pedestrian Experience, and Encourage Community Investment in Sidewalk Infrastructure.

III. RECOMMENDED ACTION

Accept the 2023 Sidewalk Survey Report.

Sidewalk Survey Report

2023



SEPTEMBER 2023

COMMUNITY DEVELOPMENT DEPARTMENT



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Sidewalk Survey Report

Introduction

The essence of urban development and community planning lies in its infrastructure, with sidewalks playing a pivotal role in shaping the experience of its residents. Sidewalks, often perceived as merely functional, can profoundly impact the socio-cultural and economic dynamics of a city. They contribute to the overall walkability, ensure pedestrian safety, influence local businesses, and reflect the inclusivity of a community. Recognizing the significance of such infrastructure, the City of Bartlesville commissioned a comprehensive sidewalk survey aimed at understanding the perspectives, experiences, and aspirations of its residents.

The City of Bartlesville, with its rich history and evolving demographics, warrants an infrastructure that resonates with the needs and desires of its community. To address this, the survey was meticulously crafted, encompassing varied dimensions of sidewalk infrastructure – from the frequency of use, conditions, safety perceptions, to more nuanced topics like the existence of 'orphaned' sidewalks and the infrastructure's inclusivity for individuals with disabilities.

A set of thoughtfully designed questions served as the foundation for this survey, each tailored to shed light on specific aspects. The questions ranged from gauging the importance of sidewalks in the community's fabric to understanding the willingness of residents to contribute financially for the betterment of such infrastructure.

The emphasis on 'orphaned sidewalks' – those disconnected sections that often fall between the cracks of urban planning – underscores the commitment to ensuring a holistic and integrated pedestrian network. The consideration given to the needs of individuals with disabilities and the inclusion of amenities underlines the city's dedication to inclusivity and enhanced user experience.

The purpose of this report is to present the findings from the survey, offering insights, highlighting concerns, and ultimately serving as a foundation for future urban development initiatives. By listening to the voice of the residents, the City of Bartlesville aims to ensure that its sidewalks not only facilitate movement but also foster community, culture, and connection.

Delving into the findings, we hope that the data and interpretations aid stakeholders, policymakers, and urban planners in shaping a Bartlesville that is truly reflective of its community's aspirations.

"Sidewalks: Where every step tells a story and every corner fosters community. Here's to shaping Bartlesville, one stride at a time!"

Survey Introduction:

Navigating the realm of urban infrastructure demands a blend of qualitative insights and quantifiable data. The questions presented in our survey were meticulously designed to capture this blend, offering a panoramic view of Bartlesville's sidewalk dynamics. Grounded in the fundamental pillars of urban planning – accessibility, safety, inclusivity, and utility – these questions sought to understand both the tangible aspects of our sidewalks, such as their physical condition and connectivity, as well as the intangible, including residents' feelings of safety and overall experience. From the broad strokes of understanding the significance of sidewalks in our community fabric to the more nuanced areas of 'orphaned' sections and seasonal challenges, our survey endeavors to paint a comprehensive picture. As we delve into each question, view it as a portal into the daily lives, routines, and aspirations of Bartlesville's residents, each providing a unique perspective on what makes our sidewalks more than just pathways, but lifelines of our vibrant community.

Survey Objectives:

Importance of Sidewalks:

Objective: Determine how residents perceive sidewalks' value within the broader context of community infrastructure. This will help prioritize funding and resources.

Frequency of Use:

Objective: Ascertain how integral sidewalks are in daily activities. High usage suggests an immediate need for maintenance or upgrades.

Condition of Sidewalks:

Objective: Gauge the current state of sidewalks, helping in identifying regions or sections needing urgent attention.

Seasonal Maintenance:

Objective: Uncover seasonal challenges, ensuring timely interventions like snow removal in winter or leaf clearing in autumn.

Safety Perception:

Objective: Assess how secure residents feel. This could lead to interventions such as improved lighting or clearer crosswalks.

Disability Accommodation:

Objective: Ensure inclusivity by evaluating how well sidewalks serve people with disabilities.

Pedestrian Needs Serving:

Objective: Determine if sidewalks connect vital areas effectively and if residents can rely on them for primary commuting.

Consistency in Standards:

Objective: Check if there is a preference for uniformity in sidewalk construction and appearance across the city.

Bike Lanes/Shared Paths:

Objective: Understand the community's sentiment towards multi-modal paths, which can optimize space and encourage cycling.

Orphaned Sidewalks Identification:

Objective: Recognize potential gaps in the sidewalk network that may have been overlooked in past planning phases.

Frequency of Encountering Orphaned Sidewalks:

Objective: Determine how often residents come across these gaps, indirectly gauging the scale of the issue.

Integration of Orphaned Sidewalks:

Objective: Understand if there is a community interest in connecting these disjointed paths.

Navigational Challenges:

Objective: Identify the most significant issues faced due to orphaned sidewalks, informing prioritization.

Rehabilitation Support for Orphaned Sidewalks:

Objective: Gauge community backing for investment into the redevelopment of disconnected sidewalk sections.

Amenities Availability:

Objective: Understand how well-equipped the sidewalks are, which can enhance the user experience.

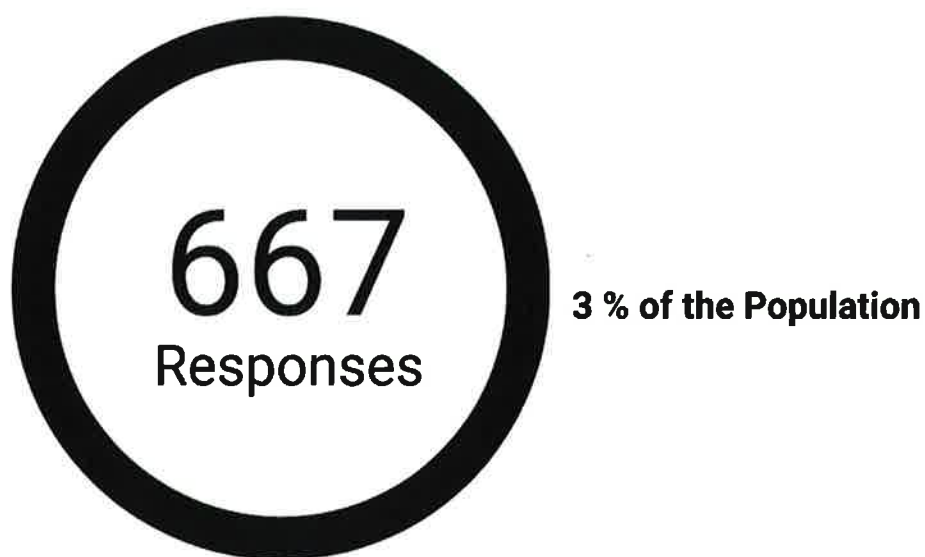
Financial Contribution Willingness:

Objective: Measure the community's readiness to invest in their infrastructure through taxes or other financial means.

The survey questions, in their entirety, present a comprehensive framework to understand various facets of sidewalk infrastructure from the Bartlesville residents' perspective. By canvassing opinions on topics ranging from basic functionality to inclusivity and financial contributions, the survey aims to create a holistic picture of current conditions and future aspirations. Furthermore, the emphasis on orphaned sidewalks highlights a nuanced understanding of infrastructure gaps. The findings from such a survey can be invaluable for city planners, policymakers, and community leaders in making informed and strategic decisions.

Survey Response Overview:

A crucial metric of a survey's efficacy is the extent of its reach and participation. We are pleased to report that our sidewalk survey garnered a robust total of 677 responses from the Bartlesville's residents. This considerable turnout speaks volumes about the community's engagement and vested interest in the evolution of its infrastructure. Such a diverse and substantial pool of respondents ensures that the insights derived are both representative and comprehensive, providing a solid foundation upon which informed decisions and strategies can be built. The number underscores not just the efficacy of the survey's dissemination but also emphasizes the importance of sidewalks in the daily lives and concerns of Bartlesville's inhabitants.

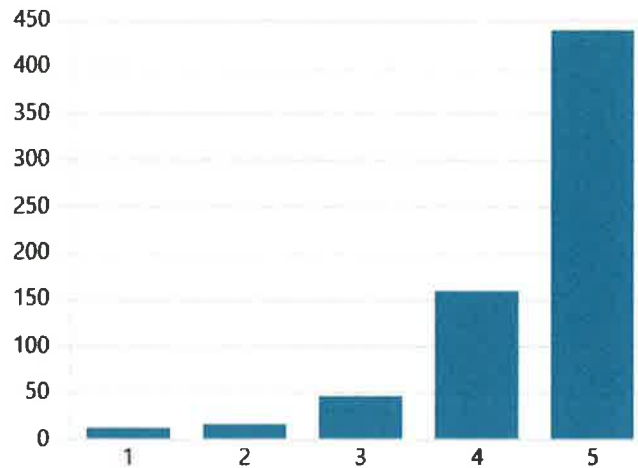


Survey Questions and Response:

Question 1:

On a scale of 1 to 5 with 1 being the lowest and 5 being the highest: How important do you consider sidewalks as an aspect of your communities' infrastructure?

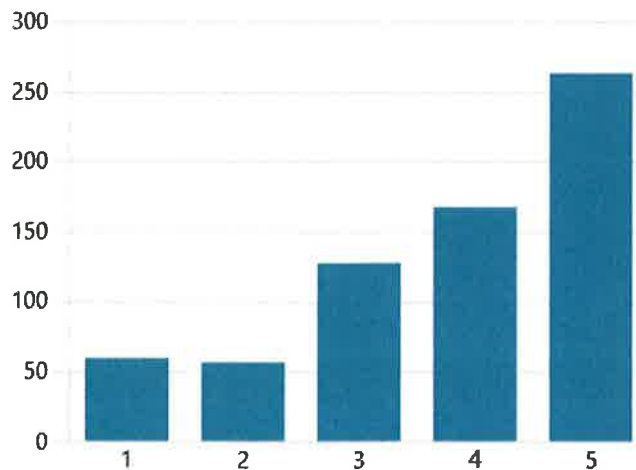
4.47
Average Rating



Questions 2:

On a scale of 1 to 5 with 1 being the lowest and 5 being the highest: How frequently do you use sidewalks in your daily life?

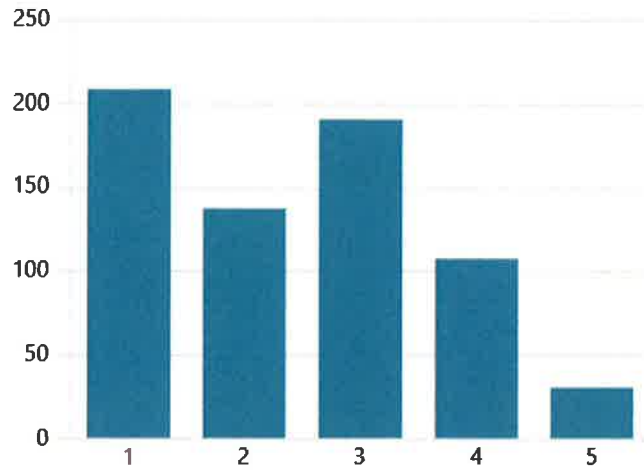
3.77
Average Rating



Question 3:

On a scale of 1 to 5 with 1 being the lowest and 5 being the highest: Please rate the overall condition of sidewalks in your area.

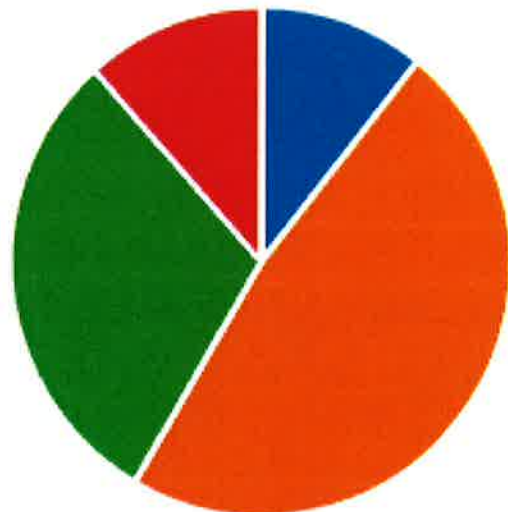
2.43
Average Rating



Question 4:

Are there any particular times or seasons when sidewalks in your area require more attention or maintenance?

● Fall	72
● Winter	323
● Summer	204
● Spring	78

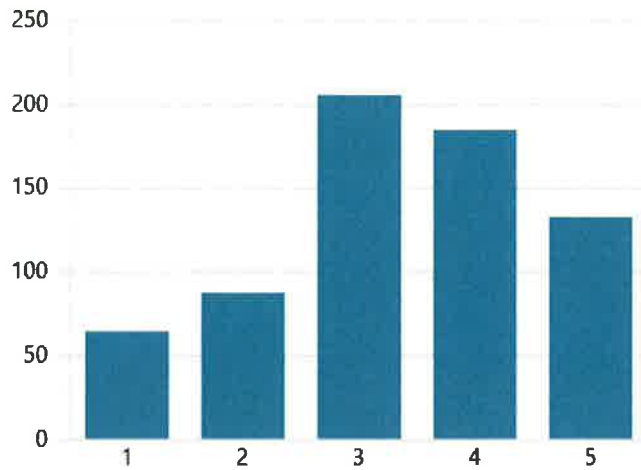


Question 5:

On a scale of 1 to 5 with 1 being the lowest and 5 being the highest: How safe do you feel when walking on sidewalks in your community?

3.34

Average Rating

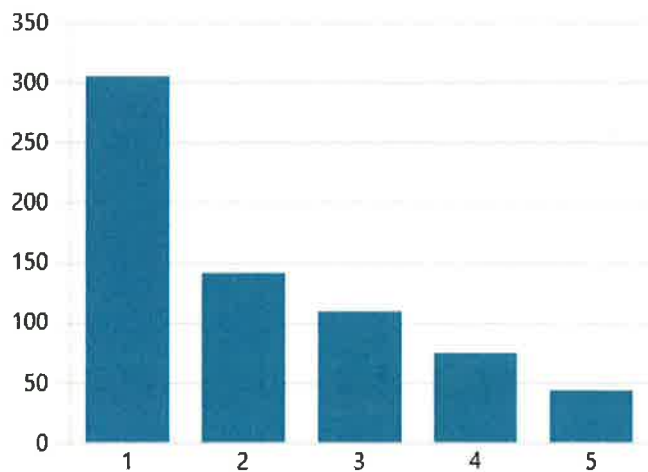


Question 6:

On a scale of 1 to 5 with 1 being the lowest and 5 being the highest: How well do you think sidewalks in your area accommodate individuals with disabilities?

2.13

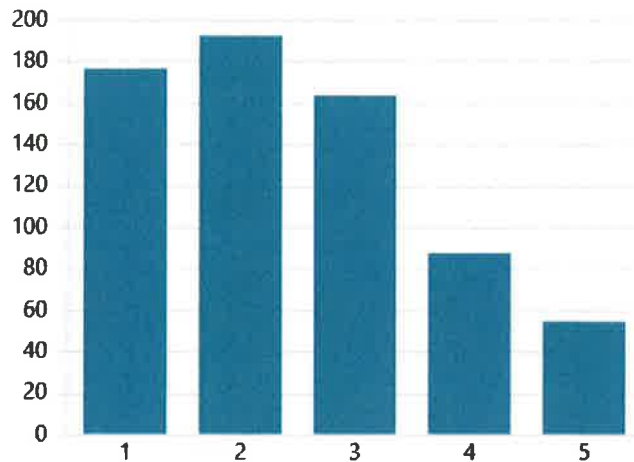
Average Rating



Question 7:

On a scale of 1 to 5 with 1 being the lowest and 5 being the highest: How well do you think the existing sidewalk infrastructure serves the pedestrian needs in your community?

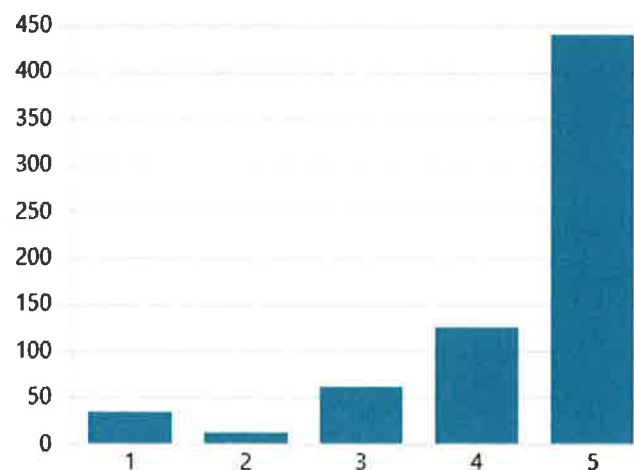
2.48
Average Rating



Question 8:

On a scale of 1 to 5 with 1 being the lowest and 5 being the highest: Do you believe that there should be consistent sidewalk standards or guidelines across your community?

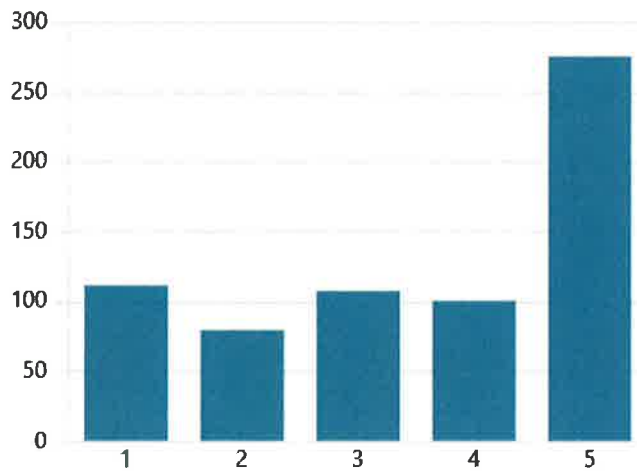
4.37
Average Rating



Question 9:

On a scale of 1 to 5 with 1 being the lowest and 5 being the highest: Should there be designated bike lanes or shared-use paths alongside sidewalks to accommodate cyclists?

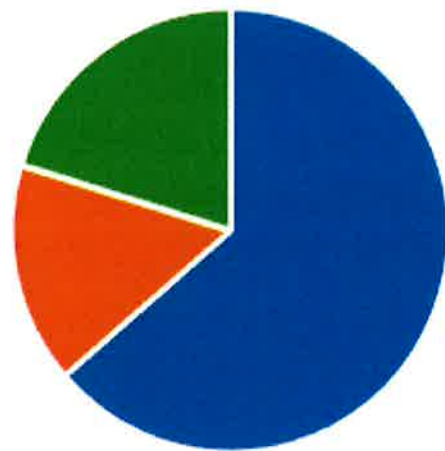
3.52
Average Rating



Question 10:

Are there any orphaned sidewalks in your community, i.e., sidewalks not adjacent to specific properties or disconnected from the main sidewalk network?

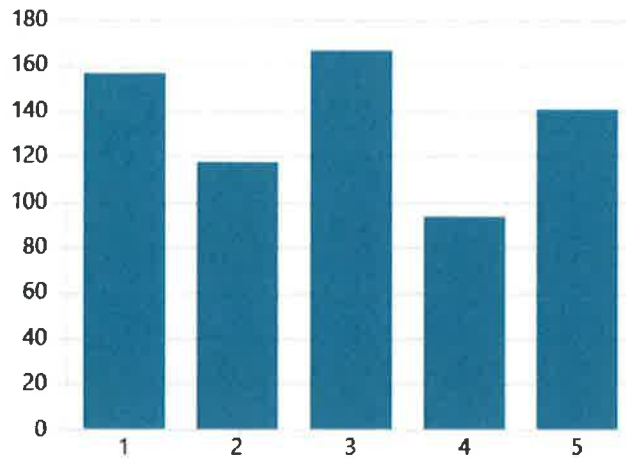
- Yes 431
- No 109
- Maybe 137



Question 11:

On a scale of 1 to 5 with 1 being the lowest and 5 being the highest: How frequently do you encounter orphaned sidewalks in your area during your daily activities?

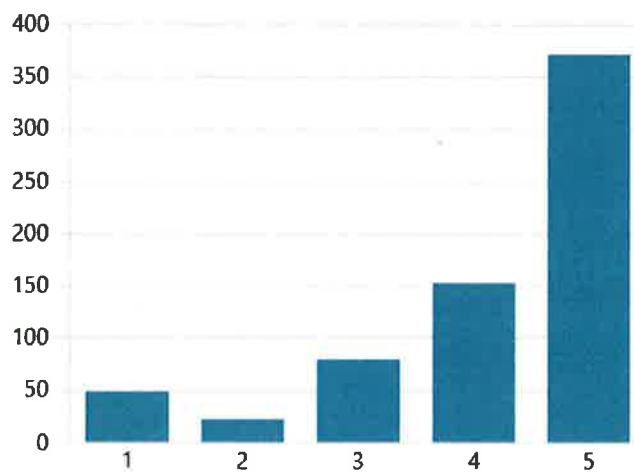
2.92
Average Rating



Question 12:

On a scale of 1 to 5 with 1 being the lowest and 5 being the highest: How important do you think it is to connect and integrate orphaned sidewalks into the existing sidewalk network?

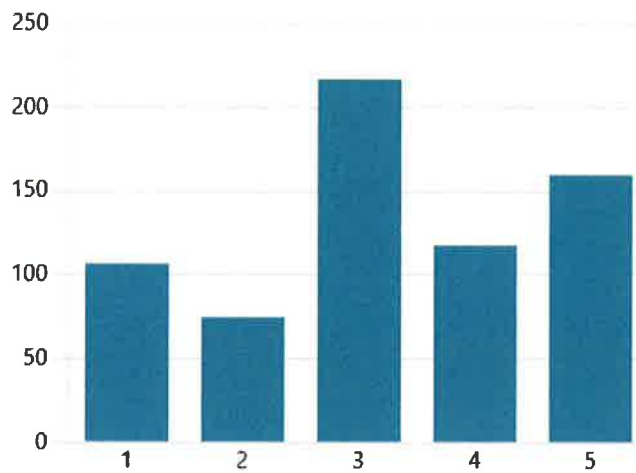
4.15
Average Rating



Question 13:

Have you ever faced challenges or difficulties when navigating areas with orphaned sidewalks? Please rank the nature of these challenges based on their impact. (1 = Least impactful, 5 = Most impactful)

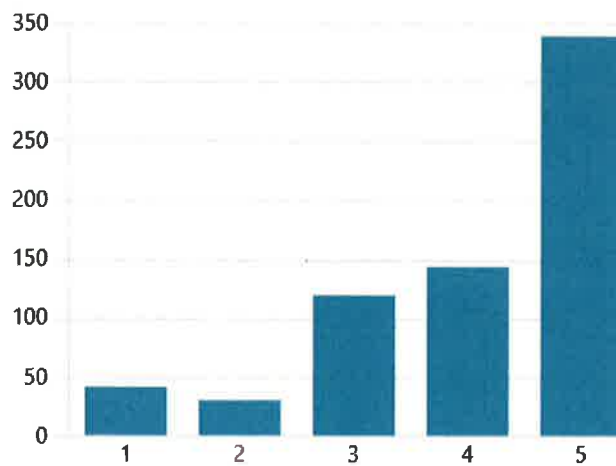
3.22
Average Rating



Question 14:

How strongly do you support initiatives or investments aimed at rehabilitating and connecting orphaned sidewalks in your community? (1 = Strongly disagree, 5 = Strongly agree)

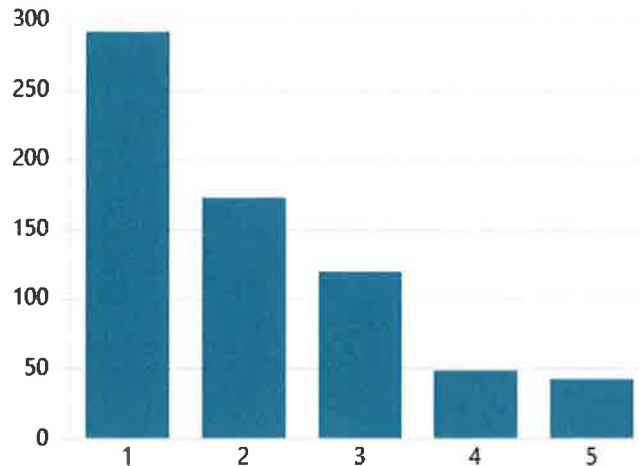
4.05
Average Rating



Question 15:

On a scale of 1 to 5 with 1 being the lowest and 5 being the highest: Please rate the availability of amenities along sidewalks, such as benches, trash cans, or lighting.

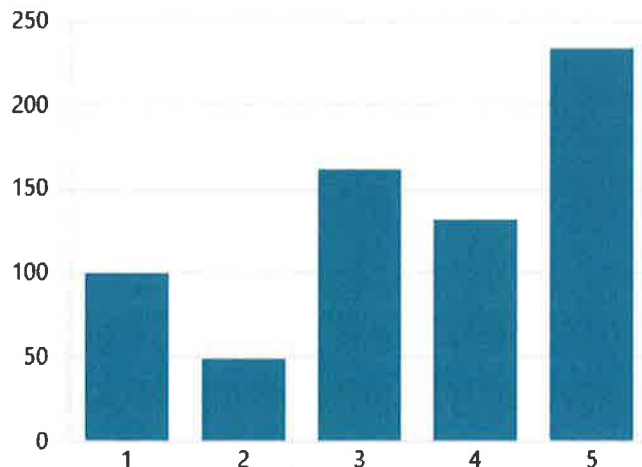
2.08
Average Rating



Question 16:

On a scale of 1 to 5 with 1 being the lowest and 5 being the highest: Would you be willing to contribute financially, through taxes or other means, to improve, maintain sidewalks and amenities in your community?

3.52
Average Rating



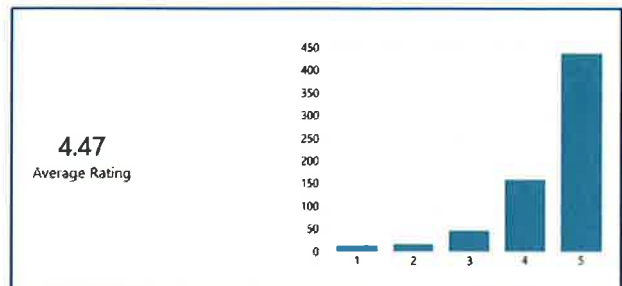
Question Analysis

As we delve into the intricate weave of Bartlesville's sidewalk dynamics, it's imperative to understand each strand's significance in the tapestry. Each question posed in the survey serves as a window into a specific facet of our community's relationship with its sidewalks. Whether it's about the frequency of use, the perception of safety, or the challenges posed by orphaned pathways, each query has been designed to extract nuanced insights from our residents. In the subsequent sections, we will individually analyze the responses to each question. By doing so, we aim to offer a multi-dimensional perspective on the state, challenges, and potential areas of improvement for Bartlesville's sidewalk infrastructure. Every analysis will not only present the data but also explore the stories and sentiments behind the numbers, providing a holistic understanding of the community's aspirations and concerns.

Question 1:

Analysis of Importance of Sidewalks to the Community's Infrastructure

On a scale of 1 to 5 with 1 being the lowest and 5 being the highest: How important do you consider sidewalks as an aspect of your communities' infrastructure?



The response to the question underscores the pronounced significance sidewalks

hold in the community's perception of its infrastructure. An impressive average score of 4.47 out of 5 suggests that residents of Bartlesville not only view sidewalks as functional components but possibly as vital elements contributing to the city's overall aesthetic, safety, and accessibility.

Delving deeper, the fact that a staggering 89% of respondents rated the importance between "4 - 5" reinforces this viewpoint. Such a high percentage within this upper bracket indicates a shared sentiment across the majority of the community. It means that for most respondents, sidewalks aren't a mere afterthought; they're crucial.

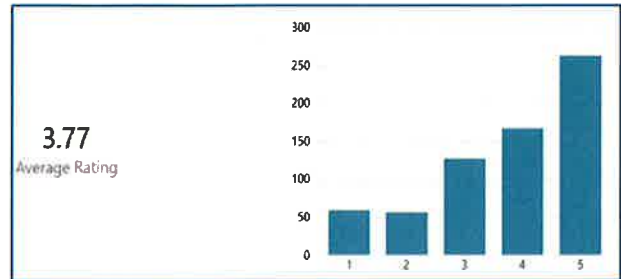
This data offers city planners and policymakers a compelling narrative: when considering infrastructural projects or investments, sidewalks should be front and center. Their importance, as revealed by the survey, demands consistent maintenance, upgrades, and potential expansion.

Furthermore, the strong consensus on the importance of sidewalks might suggest that future community engagement or initiatives focusing on sidewalks – be it enhancement projects or community-led beautification – would likely receive significant public support and interest.

Question 2:

Analysis of Frequency of Sidewalk Usage in Daily Life

On a scale of 1 to 5 with 1 being the lowest and 5 being the highest: How frequently do you use sidewalks in your daily life?



The feedback on the frequency of sidewalk usage offers compelling insights into Bartlesville's pedestrian patterns. An average rating of 3.77 signifies that sidewalks play a consistent role in the day-to-day activities of many residents. The fact that 64% of the respondents selected "High" for this question suggests that a significant majority of the community relies on sidewalks regularly, whether for commuting, recreational walks, or other daily tasks.

Comparing this with the previous question where the majority also rated the importance of sidewalks as "High," we observe a clear correlation. Not only do residents view sidewalks as a critical component of the city's infrastructure, but they also actively use them. This pattern indicates that the appreciation for sidewalks is not just theoretical or aspirational—it is rooted in practical, daily experiences.

Takeaways:

Consistency in Perception and Usage: Given that sidewalks are both highly valued and frequently used, they represent a core component of the city's infrastructure, deserving consistent attention and investment.

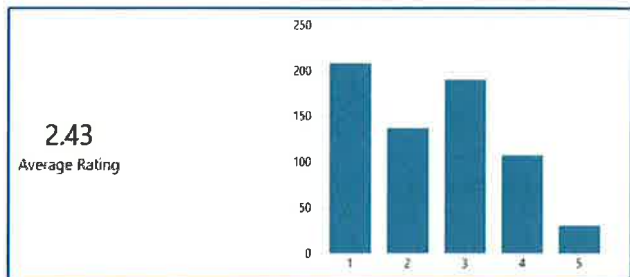
Potential for Further Enhancements: Since a significant portion of residents regularly uses sidewalks, improvements, whether in terms of accessibility, safety, or aesthetic upgrades, can have a direct and positive impact on the daily lives of a large segment of the community.

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Question 3:

Analysis of the Overall Condition of Sidewalks in the Area

On a scale of 1 to 5 with 1 being the lowest and 5 being the highest: Please rate the overall condition of sidewalks in your area.



The responses to this question offer a candid look at residents' perceptions regarding the current state of Bartlesville's sidewalks. An average rating of 2.43, which leans towards the lower end of the scale, suggests that many community members find the condition of the sidewalks to be less than satisfactory.

More striking is the fact that over half, precisely 52%, of respondents rated the condition as "Low." This majority consensus indicates a pressing concern about the quality, maintenance, or possibly even the safety of the sidewalks.

When juxtaposed with the earlier data – where sidewalks were deemed important and frequently used – this feedback underscores a disparity. While residents value and frequently use sidewalks, they are not entirely pleased with their current state.

Takeaways:

Attention: The overall dissatisfaction implies that there might be tangible issues, such as cracks, uneven surfaces, or lack of accessibility features, which need immediate rectification.

Potential Concerns: Given the frequency of sidewalk usage, any deficiencies in their condition might pose risks. The feedback could indicate potential hazards or areas where poor maintenance might make walking, especially during inclement weather, a challenge.

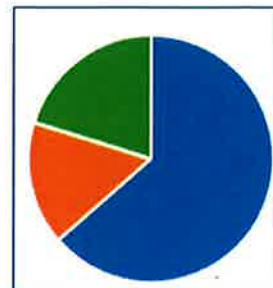
Infrastructure Investment: Since sidewalks are both essential and frequently used, but their current state is seen as lacking, it might be time to prioritize resources and investments in their repair, upgrade, or expansion.

In conclusion, while sidewalks form a central part of Bartlesville's community life, there seems to be a strong call from residents for improvements in their overall condition. Addressing these concerns can enhance the safety, aesthetics, and overall user experience for a significant portion of the community.

Question 4:

Analysis of Seasonal Maintenance Requirements for Sidewalks

Are there any particular times or seasons when sidewalks in your area require more attention or maintenance?



When gauging the seasonal attention and maintenance needs of sidewalks, the feedback provides a clear picture of the periods residents feel sidewalks in Bartlesville are most affected.

Winter (323 Responses): The most significant number of respondents, an overwhelming majority, indicated winter as the season where sidewalks require the most attention. This could be attributed to challenges like ice formation, snow accumulation, and potential damage from freeze-thaw cycles. Such conditions not only deteriorate the sidewalks but also pose significant safety hazards to pedestrians.

Summer (204 Responses): The second-highest number of respondents highlighted summer as a season of concern. Factors might include potential damage from extreme heat, causing the pavement to soften or even warp. Additionally, the growth of weeds through cracks or an increase in pedestrian usage might also play a role in the perceived need for heightened maintenance.

Fall (72 Responses) and Spring (78 Responses): Both these seasons garnered relatively lower, yet almost similar responses. Fall might raise concerns due to leaf accumulation, making sidewalks slippery and potentially hiding other hazards. Meanwhile, spring's challenges might stem from runoff from melting snow or increased rainfall leading to water pooling or erosion issues.

Takeaways:

Winter Preparedness: Given the high response rate for winter, it becomes paramount to have a comprehensive winter response strategy. This might include snow clearing, ice melting, and regular inspections for damage incurred due to cold temperatures.

Summer Maintenance: While winter stands out, summer's notable count suggests that provisions should be made for regular checks during hot months. This could involve ensuring the integrity of the pavement and addressing any heat-induced damage promptly.

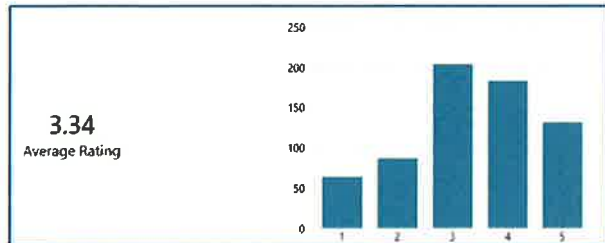
Consistent Monitoring in Fall and Spring: Despite fewer responses for these seasons, they cannot be overlooked. Routine cleaning, especially in the fall, and drainage checks in spring can be effective measures.

While the challenges posed by each season vary, there is a call for consistent, seasonally tailored maintenance of Bartlesville's sidewalks. Addressing these concerns not only prolongs the life of the sidewalks but also ensures safety and accessibility year-round.

Question 5:

Analysis of Perceived Safety on Sidewalks in the Community

On a scale of 1 to 5 with 1 being the lowest and 5 being the highest: How safe do you feel when walking on sidewalks in your community?



The perception of safety is fundamental to the experience and utilization of urban infrastructure, particularly sidewalks, which serve as pathways for daily commutes, leisurely walks, and more. The feedback on this question offers insights into the community's feelings of security and confidence when using Bartlesville's sidewalks.

Average Rating (3.34): The average rating hovering slightly above the midpoint suggests a moderately positive perception of safety. While not overwhelmingly high, the score indicates that many residents feel somewhat safe, though there might be room for improvements or areas of concern that have not reached a critical level of unease.

High Rating (47%): Almost half of the respondents, with 47% rating the safety as "High," showcases that a significant portion of the community feels confident and secure when walking on the sidewalks. This percentage indicates well-maintained areas, good lighting, clear signage, and possibly low crime rates in parts of the community.

Takeaways:

Strengthen Existing Safety Measures: The significant number of respondents feeling safe suggests that existing safety measures and maintenance protocols in certain areas are effective. Identifying these successful strategies and expanding them to other parts of the community might bolster the overall safety rating.

Identify and Address Concerns: While a significant portion feels safe, the average rating's position near the middle indicates there are concerns. These might range from specific spots with poor lighting, uneven surfaces, obstructions, or even areas with a reputation for higher crime rates. Detailed feedback or location-specific surveys could help pinpoint these concerns for targeted improvements.

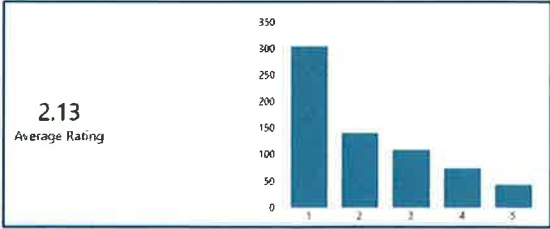
Community Engagement: Engaging the community in safety initiatives, be it through neighborhood watches, feedback forums, or participatory safety audits, can further enhance the perceived and actual safety of sidewalks.

While Bartlesville's sidewalks appear to offer a decent level of safety for many of its residents, the data suggests areas or aspects that could benefit from further attention. Addressing these will not only enhance the actual safety but also bolster residents' confidence in their daily commutes and activities.

Question 6:

Analysis of Sidewalk Accessibility for Individuals with Disabilities

On a scale of 1 to 5 with 1 being the lowest and 5 being the highest: How well do you think sidewalks in your area accommodate individuals with disabilities?



Accessibility is a pivotal aspect of urban planning, emphasizing inclusivity and ensuring that all members of the community, regardless of their physical abilities, can navigate public spaces with ease and dignity. The feedback on this question provides a vital perspective on how Bartlesville's sidewalks measure up in terms of serving people with disabilities.

Average Rating (2.13): The average rating, positioned significantly below the midpoint, suggests notable concerns regarding the accessibility of the city's sidewalks for individuals with disabilities. Such a low average rating indicates that many areas may lack necessary accommodations or are perceived as not being user-friendly for all.

Low Rating (67%): The striking figure here is that two-thirds of respondents feel the sidewalks do not adequately accommodate those with disabilities. This overwhelming majority is a clarion call to city administrators, emphasizing that current infrastructure might be lacking critical features such as ramps, tactile paving, or sufficient width.

Takeaways:

Assessment: With such a high percentage indicating low accessibility, a comprehensive assessment of sidewalks is needed. This assessment should focus on identifying barriers or challenges faced by individuals with disabilities, from missing curb cuts to obstructions and inadequate signage.

Inclusive Planning: Future infrastructure projects should prioritize inclusivity from the onset. Engaging with accessibility experts, advocacy groups, and members of the

disability community can provide invaluable insights into making sidewalks more accommodating.

Awareness and Training: There is a potential that some of the perceived inaccessibility stems from misuse or obstruction of existing accessible features by the general populace. Educating the community on the importance of not blocking ramps, proper parking, and recognizing tactile pavements can also enhance accessibility.

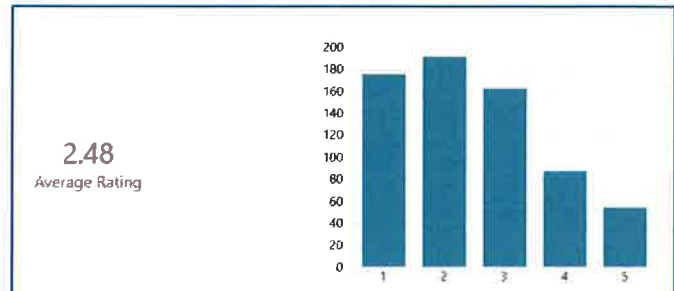
Regular Monitoring: Accessibility is not a one-time endeavor. Regular checks, feedback from the disability community, and updates based on evolving standards and needs are vital.

In conclusion, the data indicates a significant gap in Bartlesville's sidewalk infrastructure when it comes to serving people with disabilities. Addressing this is not just about infrastructure enhancement but about fostering a more inclusive, compassionate, and forward-looking community.

Question 7:

Analysis of Sidewalk Infrastructure Serving Pedestrian Needs

On a scale of 1 to 5 with 1 being the lowest and 5 being the highest: How well do you think the existing sidewalk infrastructure serves the pedestrian needs in your community?



Understanding how well the existing sidewalk infrastructure serves the pedestrian needs is paramount for a city's holistic development. A good sidewalk system not only ensures the safety of the citizens but also enhances the overall walkability, making a city more livable and sustainable. The feedback on this question provides critical insights into the present state of Bartlesville's sidewalk infrastructure.

Average Rating (2.48): Positioned below the midpoint, this average suggests that many residents feel the existing infrastructure is not entirely meeting the needs of pedestrians. An average score in this lower range suggests areas of concern, potential gaps in coverage, or quality issues in certain zones.

Low Rating (55%): Over half of the respondents rating the sidewalk infrastructure as "Low" highlights a widespread sentiment that improvements are needed. This dominant feeling indicates that several sections of the community might be encountering challenges or inconveniences due to the current state of sidewalks.

High Rating (21%): While the majority felt the infrastructure was lacking, it is essential to note that over one-fifth of respondents believe the sidewalks serve pedestrian needs well. This contrast could indicate that some areas or neighborhoods might have superior sidewalk infrastructure compared to others, or some residents might prioritize different features or qualities in sidewalks.

Takeaways:

Area Variations: The significant difference in perceptions – with a substantial majority feeling sidewalks are lacking and yet a notable minority rating them highly – could hint at disparities in sidewalk quality or design across different areas of Bartlesville. An area assessment might be beneficial.

Detailed Feedback: While the aggregated data gives an overview, more granular feedback might be needed to pinpoint specific problems or desired improvements. Are the issues about sidewalk width, surface quality, connectivity, or something else entirely?

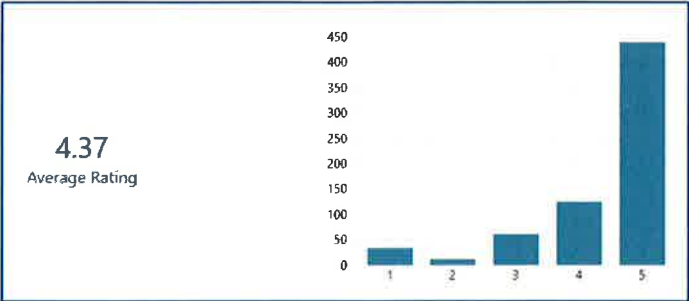
Benchmarking: It would be beneficial to understand what features or standards are present in areas where sidewalks received higher ratings. Identifying and replicating best practices can be a pragmatic approach to improving pedestrian infrastructure.

While a portion of Bartlesville residents are content with the sidewalk infrastructure, the prevailing sentiment leans towards a need for enhancements. Addressing these concerns through assessments, community feedback, and benchmarking will be crucial in creating a more walkable, safe, and cohesive urban environment.

Question 8:

Analysis of Support for Consistent Sidewalk Standards or Guidelines

On a scale of 1 to 5 with 1 being the lowest and 5 being the highest: Do you believe that there should be consistent sidewalk standards or guidelines across your community?



Establishing a consistent set of standards or guidelines for sidewalks is crucial for ensuring uniformity, quality, and accessibility across a community. It can play an instrumental role in shaping a city's character and ensuring that all residents have a uniform experience while using public infrastructure. The feedback on this question from the Bartlesville community is indicative of the importance attached to this issue.

Average Rating (4.37): This high average rating underscores a clear consensus among residents about the importance of consistency in sidewalk standards or guidelines. A score in this upper range suggests a prevailing sentiment that uniform standards can lead to better maintenance, improved aesthetics, and an overall enhanced pedestrian experience.

High Rating (84%): An overwhelming majority of respondents, with 84% falling in the "4 - 5" bracket, reinforces the idea that the community believes in having consistent sidewalk standards. This dominant opinion points to a desire for a seamless and predictable pedestrian experience, regardless of where one might be within Bartlesville.

Takeaways:

Drafting and Implementation: If Bartlesville doesn't already have a consistent set of sidewalk standards, it is a strong signal that the community would support their drafting and implementation. Ensuring that these standards are both robust and flexible enough to adapt to changing needs is crucial.

Community Collaboration: Given the clear interest in this issue, it might be beneficial to involve residents in the drafting or refining of such standards. This collaborative approach can foster community ownership and ensure that the standards address actual needs and concerns.

Educational Campaigns: Once standards are established, an educational campaign can help residents understand the benefits, leading to greater appreciation and better compliance. It can also ensure that any infrastructure changes or improvements made in line with these standards are well-received.

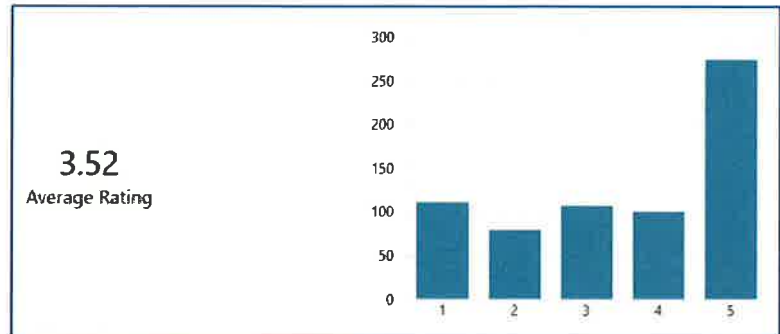
Periodic Review: Standards should not be static. Regular reviews, perhaps every few years, can ensure that the standards evolve with the city's changing landscape and demographics.

The Bartlesville community's feedback underscores the importance they attach to consistent and high-quality pedestrian infrastructure. Embracing this sentiment and translating it into actionable policies can significantly enhance the city's livability and pedestrian experience.

Question 9:

Analysis of Support for Bike Lanes or Shared-Use Paths Alongside Sidewalks

On a scale of 1 to 5 with 1 being the lowest and 5 being the highest: Should there be designated bike lanes or shared-use paths alongside sidewalks to accommodate cyclists?



Urban planning and sustainable development have increasingly recognized the value of multimodal active transportation networks. Such networks, which may include cycling paths, not only promote healthier living and reduce carbon footprints but also alleviate road congestion. With the given feedback, the sentiments of Bartlesville's residents concerning dedicated bike lanes or shared paths alongside sidewalks are illuminated.

Average Rating (3.52): The average rating, slightly above the midpoint, suggests that a notable proportion of the community sees value in establishing bike lanes or shared paths. This indicates an acknowledgment of the benefits of diversified transportation options and a potential desire for a more bike-friendly city.

High Rating (56%): More than half of the respondents lean towards the upper end of the scale, emphasizing their support for dedicated cycling infrastructure. This strong support might be indicative of an existing cycling community in Bartlesville or a general desire for safer and more organized traffic flow for both pedestrians and cyclists.

Takeaways:

Current Infrastructure Assessment: Before implementing any changes, an assessment of current cycling infrastructure and its utilization rates would be beneficial. This will provide a baseline against which future improvements can be measured.

Safety First: If bike lanes or shared paths are introduced, ensuring the safety of both cyclists and pedestrians becomes paramount. This might mean creating clear demarcations between bike lanes and pedestrian paths, installing appropriate signage, and perhaps even conducting safety awareness campaigns.

Connectivity: It's not enough to merely have bike lanes; they need to be interconnected and ideally link major hubs like residential areas, commercial zones, schools, and parks. A piecemeal approach might not be as effective as a well-thought-out, interconnected network.

Community Engagement: Given the significant interest in this topic, engaging with the community in the planning and execution phases can be rewarding. Feedback sessions, pilot projects, and even cycling events can generate enthusiasm and ensure the infrastructure meets actual needs.

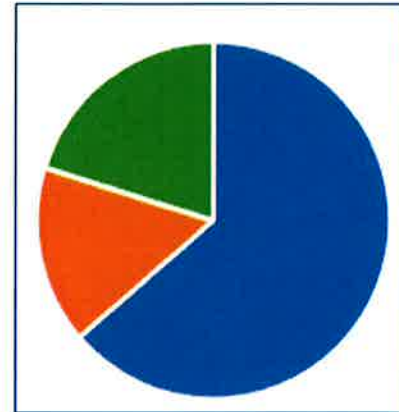
Maintenance: Introducing new infrastructure elements also means ensuring their maintenance. This includes regular checks for obstructions, damage, and wear and tear. Moreover, seasonal challenges (like snow or fallen leaves) will also need consideration.

The feedback from Bartlesville's community highlights an evident inclination towards enhancing cycling infrastructure in the city. By acting on this sentiment and strategically introducing bike lanes or shared paths, the city can cater to its residents' desires while fostering a more sustainable and health-conscious urban environment.

Question 10:

Analysis of the Presence of Orphaned Sidewalks in Bartlesville

Are there any orphaned sidewalks in your community, i.e., sidewalks not adjacent to specific properties or disconnected from the main sidewalk network?



Orphaned sidewalks, which are disconnected from the primary sidewalk network or are not adjacent to specific properties, can be indicative of uneven urban planning or historical changes in a community's infrastructure layout. Such sidewalks can sometimes be a source of confusion or even potential hazards for pedestrians. Let's break down the community's feedback on this matter:

Predominant 'Yes' (431 responses, 64%): The significant majority indicating the presence of orphaned sidewalks implies a noticeable infrastructure issue within Bartlesville. This feedback strongly suggests that many residents have encountered these disconnected pathways in their daily activities, possibly affecting their mobility or overall pedestrian experience.

Smaller Proportion of 'No' (109 responses): Although a smaller segment, this group might represent residents from areas in the city where the sidewalk infrastructure is more integrated or those who might not utilize the sidewalks as frequently and hence may not have noticed these orphaned segments.

Ambiguous 'Maybe' (137 responses): This group possibly consists of residents who are unsure about the definition of orphaned sidewalks or may have seen such sidewalks but are uncertain about their overall prevalence in the city.

Connection with High Importance on Sidewalks (From Question 1): The fact that a majority marked the importance of sidewalks as "High" in Question 1 and also

acknowledged the existence of orphaned sidewalks is significant. It illustrates a potential correlation between the value residents place on sidewalks and their awareness or concern regarding disconnected paths.

Takeaways:

Assessment and Documentation: It would be beneficial for city planners to carry out a comprehensive survey to map and document these orphaned sidewalks. This could provide clarity on their distribution, length, and potential reasons for their existence.

Integration and Rehabilitation: Given the importance the community places on sidewalks, there is a potential demand for integrating these orphaned segments into the primary network. This could involve creating connecting pathways or even redesigning certain sections for better pedestrian flow.

Safety and Accessibility: Orphaned sidewalks might present safety concerns, especially if they lead pedestrians to busy intersections or areas with no defined crossings. Ensuring these areas are safe and accessible should be a priority.

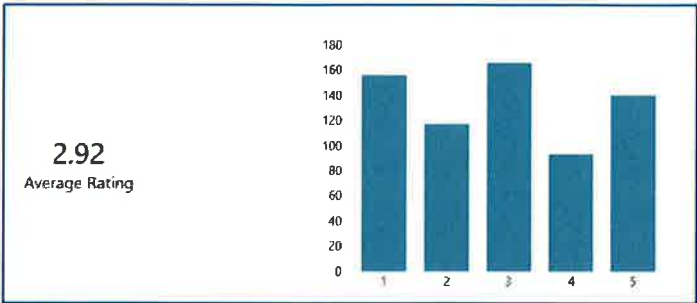
Community Engagement: Engaging with residents, especially those who responded "Yes," could offer valuable insights into specific problem areas or suggestions on how these sidewalks can be utilized or improved.

The presence of orphaned sidewalks in Bartlesville, as indicated by the survey respondents, presents both a challenge and an opportunity. Addressing this issue could lead to a more cohesive, safe, and pedestrian-friendly cityscape.

Question 11:

Analysis of Frequency of Encountering Orphaned Sidewalks in Daily Activities

On a scale of 1 to 5 with 1 being the lowest and 5 being the highest: How frequently do you encounter orphaned sidewalks in your area during your daily activities?



Orphaned sidewalks, being those not adjacent to specific properties or disconnected from the main network, can significantly affect the usability and functionality of a pedestrian infrastructure system. Their frequency of encounter can reveal the extent of this issue in Bartlesville and the impact on residents' daily mobility. Here is a detailed analysis of the feedback:

Average Rating (2.92): The mean response slightly tilting towards the midpoint indicates that while orphaned sidewalks are not a ubiquitous issue for every respondent, they are encountered relatively frequently by a sizable portion of the community. This could signal a need for assessment in specific areas of the city more prone to this phenomenon.

High Frequency Encounters (35%): A significant percentage of respondents rated their encounters with orphaned sidewalks on the higher end of the scale. This segment of the population likely resides in or traverses regions of Bartlesville where disconnected sidewalks are prevalent. Their experiences underscore a direct impact on the utility of the pedestrian infrastructure in their daily lives.

Takeaways:

Targeted Assessment: The presence of a distinct group that frequently encounters these sidewalks suggests there might be specific zones or neighborhoods where this is a pronounced issue. Pinpointing these areas should be a priority for future infrastructure assessments or improvements.

Evaluating Urban Design: If a considerable number of residents are encountering orphaned sidewalks frequently, it might hint at historical urban design decisions that now need reconsideration. It might be worth exploring the reasons for these infrastructural decisions and if they still hold relevance today.

Safety & Navigation: For those encountering these sidewalks often, questions about safety and ease of navigation arise. Do these sidewalks lead to dead-ends? Are they causing pedestrians to venture onto roads or unsafe zones? Addressing these queries can lead to actionable safety improvements.

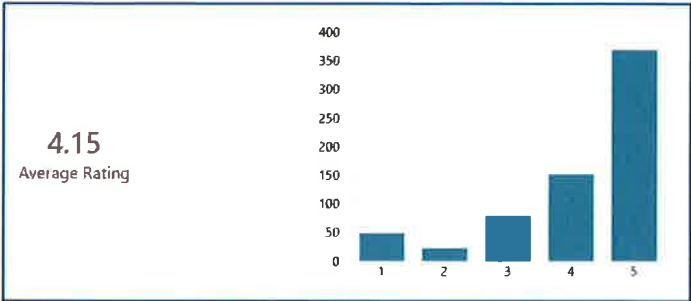
Community Feedback Mechanism: Establishing a platform where residents can report specific locations of orphaned sidewalks can be beneficial. This would allow the city to have real-time data and can aid in prioritizing which areas need immediate attention.

The responses suggest that while orphaned sidewalks are not a universal problem for all residents, they do form a significant part of the pedestrian experience for a considerable group. Addressing this can enhance the usability of the sidewalk network and potentially boost the overall pedestrian experience in Bartlesville.

Question 12:

Analysis of the Importance of Integrating Orphaned Sidewalks into the Existing Network

On a scale of 1 to 5 with 1 being the lowest and 5 being the highest: How important do you think it is to connect and integrate orphaned sidewalks into the existing sidewalk network?



The integration of disconnected or "orphaned" sidewalks into a city's main pedestrian infrastructure can significantly enhance the fluidity and safety of pedestrian movement. The feedback from Bartlesville's residents regarding this integration provides insight into the community's priorities concerning urban planning. Here's a comprehensive breakdown of the results:

High Average Rating (4.15): The average score leans considerably towards the higher end of the scale, indicating a strong consensus among respondents about the importance of connecting these isolated sidewalk sections. Such a sentiment suggests residents not only recognize the issues associated with disjointed pathways but also value a cohesive, connected pedestrian environment.

Dominant High Responses (78%): An overwhelming majority of respondents marked their answers between "4 - 5", reinforcing the significance placed on sidewalk integration. This feedback signals a clear community desire for an interconnected pedestrian system, emphasizing the need for comprehensive urban planning initiatives that focus on this integration.

Takeaways:

Infrastructure Priority: Given the significant inclination towards the importance of integration, city planners and authorities should prioritize the connection of orphaned sidewalks in their infrastructure development plans.

Safety and Efficiency: The high scores could stem from residents' experiences or concerns about safety issues or inefficiencies posed by these disconnected sections. Integrating orphaned sidewalks would not only streamline pedestrian traffic but also potentially reduce instances where pedestrians might venture onto roads or face navigation challenges.

Community Engagement: The strong response indicates an opportunity for community-driven initiatives or feedback mechanisms. Engaging residents in pinpointing specific orphaned sidewalk sections or gathering suggestions for their integration could provide invaluable data for city planners.

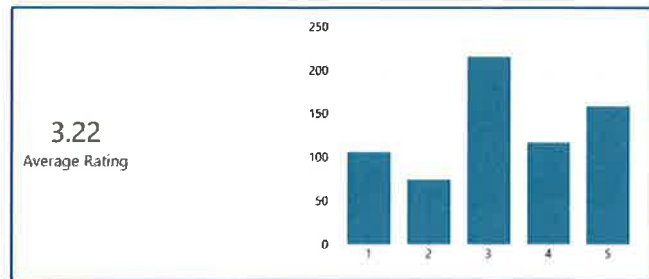
Future Design Considerations: The feedback can also serve as a guiding principle for future infrastructure projects. It's a clear message that residents appreciate and expect a well-connected pedestrian environment, and this should be a cornerstone of any new urban planning or development projects.

The residents of Bartlesville have clearly articulated their preference for a more integrated sidewalk system. The emphasis on the connection of orphaned segments into the main network underscores the community's desire for a safer, more efficient, and unified pedestrian experience. As the city continues to evolve, this feedback should be a foundational element in shaping its pedestrian infrastructure.

Question 13:

Analysis of Challenges Navigating Orphaned Sidewalks

Have you ever faced challenges or difficulties when navigating areas with orphaned sidewalks? Please rank the nature of these challenges based on their impact. (1 = Least impactful, 5 = Most impactful)



The presence of orphaned sidewalks, disconnected from the primary network, poses unique challenges for pedestrians. These pathways can lead to disruptions, safety concerns, or inefficiencies in a pedestrian's route. Bartlesville's residents have provided feedback on the challenges they face while navigating these isolated segments, and their responses warrant detailed analysis:

Moderate Average Rating (3.22): The average response hovers slightly above the midpoint, suggesting that while challenges due to orphaned sidewalks are not extreme for all residents, they are notable enough to be of concern. This indicates that a sizeable portion of the population experiences inconveniences or disruptions in their walking routines because of these disconnected paths.

Significant Impact (41%): The fact that almost half of the respondents rated the impact between "4 - 5" underscores that for a considerable segment of the population, the challenges posed by orphaned sidewalks are profound. These could range from safety concerns to significant detours, making daily navigation problematic.

Takeaways:

Safety Concerns: A high rating could signify safety issues where pedestrians are forced off the orphaned sidewalk, potentially merging with traffic or traversing less safe terrains. This might be particularly concerning during adverse weather conditions or during nighttime when visibility is reduced.

Inefficiency & Detours: A moderate to high rating suggests that these sidewalks might be leading pedestrians to dead ends or forcing them to take longer routes, causing inefficiencies in their journeys.

Potential for Improvement: The feedback emphasizes a clear opportunity for city planners to address and rectify the challenges posed by these orphaned sections. Integration and rehabilitation of these sidewalks can significantly improve the pedestrian experience for those affected.

Inclusion & Accessibility: For those who rated the challenge as significant, it's worth considering if the population includes vulnerable groups like the elderly, children, or individuals with disabilities. These groups might face amplified difficulties navigating disjointed pathways.

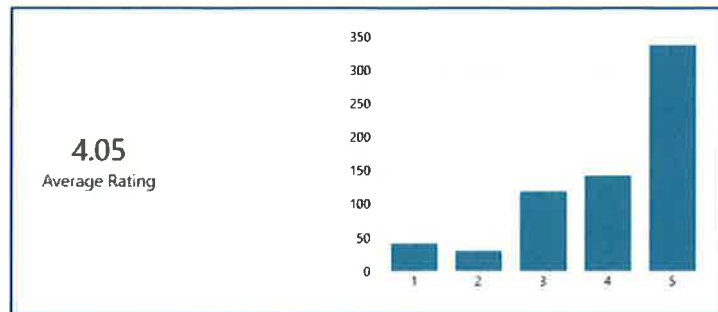
Stakeholder Engagement: The feedback suggests that engaging with the 41% who rated the challenges as substantial can provide more specific insights into the nature of these challenges. This could guide targeted interventions.

While orphaned sidewalks might not pose severe challenges for the entirety of Bartlesville's population, there's a notable segment for whom these isolated paths significantly affect daily navigation. The feedback indicates a need for focused attention on the rehabilitation and integration of these sidewalks to improve safety and efficiency for pedestrians in the city.

Question 14:

Analysis of Support for Initiatives to Rehabilitate Orphaned Sidewalks

How strongly do you support initiatives or investments aimed at rehabilitating and connecting orphaned sidewalks in your community? (1 = Strongly disagree, 5 = Strongly agree)



Addressing and mending infrastructural gaps, especially within a city's pedestrian pathways, often requires both public interest and financial backing. The City of Bartlesville posed a pertinent question to gauge the community's sentiments towards potential rehabilitation projects focused on orphaned sidewalks. Delving deep into the feedback:

High Average Rating (4.05): An average rating leaning heavily towards the higher end of the scale is a robust indication of strong public support for such initiatives. This demonstrates that a majority of the respondents recognize the value of a cohesive sidewalk infrastructure and are in favor of city-led endeavors to improve the current situation.

Overwhelming Agreement (71%): A remarkable 71% of participants marked their responses between "4 - 5". This dominance of high scores unmistakably signals a community that isn't just passively interested but actively supportive of any moves to rehabilitate and connect the isolated sidewalk fragments.

Takeaways:

Clear Mandate: The city has a distinct mandate from its residents to pursue projects focused on orphaned sidewalks. Such a high level of community backing can make the implementation process smoother and more effective.

Potential Funding Support: The strong agreement may also translate into support for financing such initiatives, whether through increased taxes, levies, or community crowdfunding projects, or grant funding.

Safety & Well-being Focus: The emphatic response likely underscores a deeper concern about the safety, efficiency, and overall well-being associated with disconnected pathways. The rehabilitation of these sidewalks may subsequently lead to safer pedestrian routes and more satisfied residents.

Community Engagement: Given the demonstrated support, city planners might find it beneficial to engage the community further in these projects. This could involve getting feedback on specific areas of concern, design suggestions, or even volunteer-driven initiatives to complement the rehabilitation process.

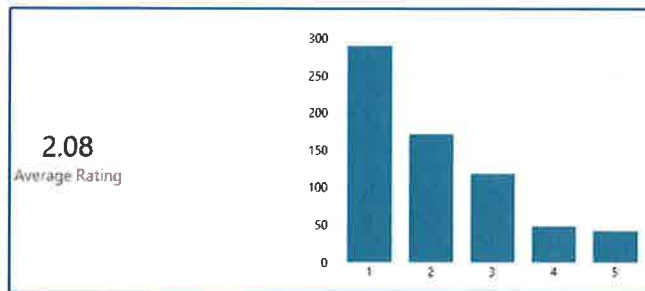
Future Planning Blueprint: This feedback, when coupled with earlier responses on the challenges faced due to orphaned sidewalks, provides a holistic view of the issue and can serve as a blueprint for future urban planning and infrastructure decisions.

Bartlesville's residents have voiced a clear and strong inclination towards improving the existing sidewalk scenario in their city. The overwhelming support for rehabilitation projects not only highlights the issue's significance but also sets a clear direction for city officials and planners. With such community backing, initiatives focused on connecting and enhancing orphaned sidewalks are not just desired but also potentially fruitful in elevating the overall pedestrian experience in Bartlesville.

Question 15:

Analysis of Availability of Amenities Along Sidewalks

*On a scale of 1 to 5 with 1 being the lowest and 5 being the highest:
Please rate the availability of amenities along sidewalks, such as benches, trash cans, or lighting.*



When considering pedestrian infrastructure, the core elements like sidewalks themselves are pivotal. Still, the inclusion of additional amenities such as benches, trash cans, and lighting can significantly elevate the pedestrian experience. The City of Bartlesville sought to understand its residents' sentiments on this aspect, and the feedback provides noteworthy insights:

Low Average Rating (2.08): The average score falling just slightly above the mid-point of the lower half of the scale reveals a prevalent sentiment that the sidewalks lack essential amenities. A score of 2.08 suggests that, in the eyes of many respondents, there's a substantial deficit in this area.

Limited High Ratings (14%): The small fraction of participants who rated the availability of amenities as "4 - 5" further underscores the prevailing sentiment. This low percentage indicates that only a minority feel the current amenity provision is satisfactory or exceptional.

Takeaways:

Prioritize Improvement: With the average rating leaning towards the lower end, there is a clear indication that improving the availability of sidewalk amenities should be prioritized. A focus on this aspect can greatly enhance the overall pedestrian experience.

Diversity of Needs: The amenities mentioned – benches, trash cans, and lighting – serve different needs. Lighting, for instance, is directly tied to safety during nighttime or low-light conditions. Benches cater to comfort, especially for seniors or those with mobility issues, while trash cans promote cleanliness. City planners might need to dissect this feedback further to prioritize which amenities are most desired or lacking.

Potential for Collaboration: Given that the need for better amenities is clear, the city could explore collaborations with local businesses or community groups. Sponsorships for benches, trash cans, or lighting can be a win-win, offering businesses a chance for visibility while helping to beautify and make functional spaces.

Engage Residents Further: The feedback highlights a gap in provision, but it might be beneficial to further engage residents to understand which amenities are most crucial and in which parts of the city they are needed most.

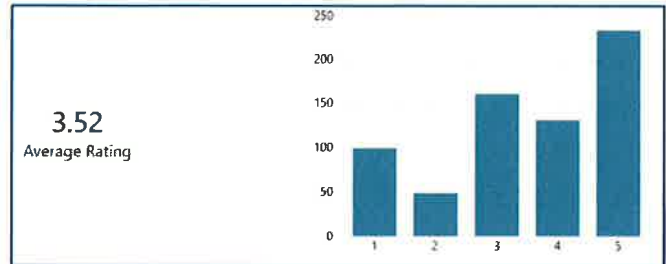
Holistic Development Approach: Combining this data with other aspects of the survey can provide a comprehensive understanding of pedestrian infrastructure needs. For instance, areas with high foot traffic or those frequented by seniors and children might benefit most from additional seating and better lighting.

The residents of Bartlesville have indicated a desire for more and better amenities along their sidewalks. Addressing this need not only contributes to the direct convenience and safety of pedestrians but also promotes a more inviting and community-friendly atmosphere. As city officials plan future development or rehabilitation projects, this feedback will be crucial in ensuring a holistic and people-centric approach.

Question 16:

Analysis of Willingness to Contribute Financially for Sidewalk and Amenity Improvement

*On a scale of 1 to 5 with 1 being the lowest and 5 being the highest:
Would you be willing to contribute financially, through taxes or other means, to improve, maintain sidewalks and amenities in your community?*



The upkeep, improvement, and expansion of city infrastructure, especially pedestrian-centric elements like sidewalks and their accompanying amenities, require financial investments. The City of Bartlesville's inquiry into residents' willingness to contribute financially towards these improvements serves as a testament to their commitment to community-centric planning. Here's a closer examination of the feedback:

Above-Midpoint Average Rating (3.52): An average rating of 3.52 suggests a moderate-to-high willingness among respondents to contribute financially to the enhancement of sidewalks and amenities. This score reveals a level of satisfaction or importance attached to these infrastructural elements and shows that many residents see the direct or indirect benefits of such improvements.

Majority Showing Strong Willingness (54%): The fact that over half of the respondents gave a rating between "4 - 5" further emphasizes the sentiment suggested by the average score. A majority of the city's residents see the intrinsic value in maintaining and improving their pedestrian infrastructure and are willing to contribute towards it.

Takeaways:

Openness to Infrastructure Levies: The City might consider introducing or adjusting taxes or levies specifically for sidewalk and amenity enhancement. Also, to ensure that when development does happen, that new sidewalks are installed or the developer funds other sidewalk projects. The data suggests that a good portion of the community would support such measures, understanding the long-term benefits.

Potential for Collaborative Funding Models: With the evident support from residents, the city can explore innovative financial models like community crowd-funding, public-private partnerships, or neighborhood-based fundraising drives for specific projects.

Engaging Stakeholders in Project Planning: Given that many residents are open to contributing financially, it might be worth including them in the decision-making processes. This could range from public consultations on project priorities to engaging residents in the design phase of new amenities.

Further Research on Willingness Segmentation: While the overall sentiment leans towards positive, there's a segment that may be hesitant or opposes financial contributions. It might be useful to understand their concerns – is it financial hardship, skepticism about project execution, or disagreements on project priorities?

Effective Communication is Key: If the City decides to leverage this willingness and initiates any financial contribution methods, clear, transparent, and regular communication on how funds are used and the progress of projects will be pivotal to maintaining public trust.

The residents of Bartlesville have demonstrated a commendable community spirit, with many showing a readiness to invest in the city's pedestrian infrastructure. This feedback offers an encouraging backdrop for the city's officials as they look to future projects, with an opportunity to align them closely with the wishes and contributions of the community they serve.

Conclusion: Analysis of Bartlesville's Sidewalk Survey Questions

The City of Bartlesville's comprehensive survey on sidewalks has delivered rich insights that reflect the community's perspectives and priorities concerning pedestrian infrastructure. Here are the key conclusions drawn from the analysis of the 16 survey questions:

High Value on Sidewalk Infrastructure: An overwhelming majority consider sidewalks a pivotal aspect of the community's infrastructure. The data underscores the perceived importance of sidewalks in enhancing the livability and functionality of the city.

Usage vs. Quality Discrepancy: While many respondents frequently utilize sidewalks, there's a shared sentiment that their overall condition is below par. This highlights a pressing need for maintenance and improvements.

Seasonal Maintenance is Key: The survey reveals that winter requires the most attention for sidewalk maintenance, followed by summer. This suggests that weather conditions, such as snow or heat, significantly impact sidewalk usability and safety.

Safety and Accessibility Concerns: While general safety on sidewalks has been rated moderately, the perceived lack of adequate facilities for people with disabilities is an area of concern. Such feedback can guide future upgrades or modifications to make sidewalks more inclusive.

The Challenge of Orphaned Sidewalks: The presence of 'orphaned' sidewalks is both recognized and frequently encountered by the community. Moreover, there's a strong consensus on the importance of integrating these into the broader network, with challenges faced by their disjointed nature being notably impactful.

Community Standards & Amenities: Respondents strongly believe in the need for consistent sidewalk standards across the community, indicating a desire for uniformity and predictability. However, the current availability of amenities like benches, trash cans, or lighting is perceived as lacking.

Support for Cyclists and Infrastructure Expansion: There's a considerable push for designated bike lanes or shared paths, indicating the community's support for a multi-modal active transportation infrastructure.

Willingness to Contribute: A significant segment of respondents is open to contributing financially, through taxes or other means, to enhance the sidewalk infrastructure. This showcases a community's commitment to shared responsibility and investment in public infrastructure.

Opportunities for Improvement: The recurrent themes of maintenance, integration of orphaned sidewalks, and enhancements for safety and accessibility present clear opportunities for the City to focus on. The community's willingness to contribute financially also provides avenues for innovative funding mechanisms.

Drawing from these conclusions, it's evident that while Bartlesville's residents appreciate and value their pedestrian pathways, there's a collective desire for improvements, better amenities, and inclusive infrastructure. As city planners and officials look to the future, this feedback offers a roadmap to create a more walkable, accessible, and vibrant Bartlesville. The community's engagement and investment in these discussions not only underscore the importance of sidewalks in urban life but also reflect a city deeply invested in its growth and evolution.

Goals and Objectives

In any endeavor to improve, revitalize, or transform a community, a clear and strategic foundation of goals and objectives is essential. This chapter serves as the bedrock of our vision for Bartlesville's future, drawn from comprehensive data, community feedback, and expert insights. It lays down the path we hope to tread, defining not only our destination but also the milestones we aim to achieve along the way.

As we delve deeper into this report, it is essential to recognize that our goals are not mere aspirations—they are commitments. The objectives that follow are specific, actionable steps that will guide our progress, ensuring that every initiative aligns with our overarching vision. This cohesive framework is designed to offer stakeholders a clear understanding of the priorities and strategies that will shape Bartlesville's future.

With a forward-looking perspective, this chapter paints a picture of what Bartlesville can achieve, the challenges we might encounter, and the strategies to overcome them. Let it serve as a guiding light, illuminating the pathway towards a vibrant, inclusive, and prosperous community for all residents.

Based on the survey analyses provided, the following are five potential goals derived from the data, with specific objectives to achieve each one:

Goal 1: Enhance Sidewalk Infrastructure and Maintenance

- Objective 1.1: Implement bi-annual inspection of sidewalks to assess their condition.
- Objective 1.2: Prioritize areas with a low sidewalk condition for immediate renovation or repair through code enforcement and funding programs.
- Objective 1.3: Establish a seasonal maintenance schedule, with an emphasis on the winter season, given its high response for requiring attention.
- Objective 1.4: Ensure that any new street development or significant street renovation projects incorporate the installation or updating of accompanying

sidewalks, reinforcing the city's commitment to holistic infrastructure development and pedestrian accessibility.

- Objective 1.5: Enforce Sidewalk Requirements per Ordinances.

Goal 2: Expand and Connect Orphaned Sidewalks

- Objective 2.1: Conduct a comprehensive mapping of all orphaned sidewalks in the city.
- Objective 2.2: Develop a phased integration plan to connect orphaned sidewalks to the main network.
- Objective 2.3: Engage with local communities to determine the best routes and connections for integrating orphaned sidewalks.

Goal 3: Revise Existing Ordinances to Align with Survey Insights

- Objective 3.1: Conduct a comprehensive review of the current ordinance in light of the findings from the survey report, identifying areas of alignment and discrepancy concerning sidewalk maintenance and construction responsibilities.
- Objective 3.2: Compare and benchmark our city's ordinances against those of other similar municipalities to ascertain best practices and effective strategies related to sidewalk maintenance and construction responsibilities.
- Objective 3.3: Draft revisions to the ordinance that clearly define property owner responsibilities for sidewalk construction maintenance, considering both safety and accessibility, and ensuring compliance with the goals and objectives derived from the survey.
- Objective 3.4: Implement an educational campaign post-revision to inform property owners of their responsibilities under the updated ordinance and provide resources or potential incentives to aid in the fulfillment of these duties.

Goal 4: Improve Amenities Along Sidewalks for Enhanced Pedestrian Experience

- Objective 4.1: Identify areas with the highest pedestrian traffic and prioritize them for amenity installation.
- Objective 4.2: Collaborate with local businesses and residents for sponsorships or partnerships in installing benches, trash cans, and other amenities.
- Objective 4.3: Ensure regular maintenance and cleanliness of these amenities.

Goal 5: Encourage Community Investment in Sidewalk Infrastructure

- Objective 5.1: Design a public awareness campaign highlighting the importance of sidewalk infrastructure for community wellbeing.
- Objective 5.2: Explore financial models, such as public-private partnerships or community crowdfunding, to fund sidewalk and amenity improvements.
- Objective 5.3: Organize annual community engagement events, such as "Walk Bartlesville Day," to promote the use and importance of sidewalks.
- Objective 5.4: Investigate the feasibility of allocating a dedicated portion of annual public funds specifically for the elimination of orphaned sidewalks and the continuous maintenance of existing sidewalk infrastructure, ensuring consistent, high-quality pedestrian pathways throughout the city.
- Objective 5.5: Evaluate the viability of sourcing additional funds through the establishment of improvement districts, potential tax adjustments, or alternative financing mechanisms, to bolster the resources dedicated to enhancing and maintaining the city's sidewalk infrastructure.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Receive a report on water supply and the Bartlesville Water Resource Committee and consider suspending water restrictions pending recommendations from the Bartlesville Water Resource Committee.

Attachments:

BWRC Power Point

II. STAFF COMMENTS AND ANALYSIS

On August 30, 2023, the Bartlesville Water Resources Committee met in an open meeting in the first-floor conference room of City Hall. The Committee reviewed the attached power point and had lengthy discussions about next steps to secure our long-term water future.

During these discussions, Staff proposed that we ask Council to place a temporary hold on our water restriction ordinance, so that the Committee may have sufficient time to review it and make recommendations. The Committee expressed support for this idea, so Staff is officially asking the Council to place a temporary hold on the water restrictions identified in our ordinance. The timing of this is crucial, since we expect that we will enter into Stage 2 of the water restrictions by the date of the next Council meeting. Without Council action to place a hold on these restrictions, Staff will begin enforcing the Stage 2 restrictions following the Council meeting.

Please schedule this item for the next Council meeting.

III. RECOMMENDED ACTION

Place a temporary hold on the enforcement of our water restriction ordinance pending a review of our drought contingency plan by the Bartlesville Water Resources Committee.

Water Resource Committee's Task:

- Study and identify a supplemental water source sufficient to address the City's immediate needs during the current shortage.
- Study and identify supplemental water sources sufficient to ensure water security to meet the City's long-term needs.
- Review the City's current drought plan and make recommendations for changes.

BARTLESVILLE SERVICE AREA

Bville Population – 37,000

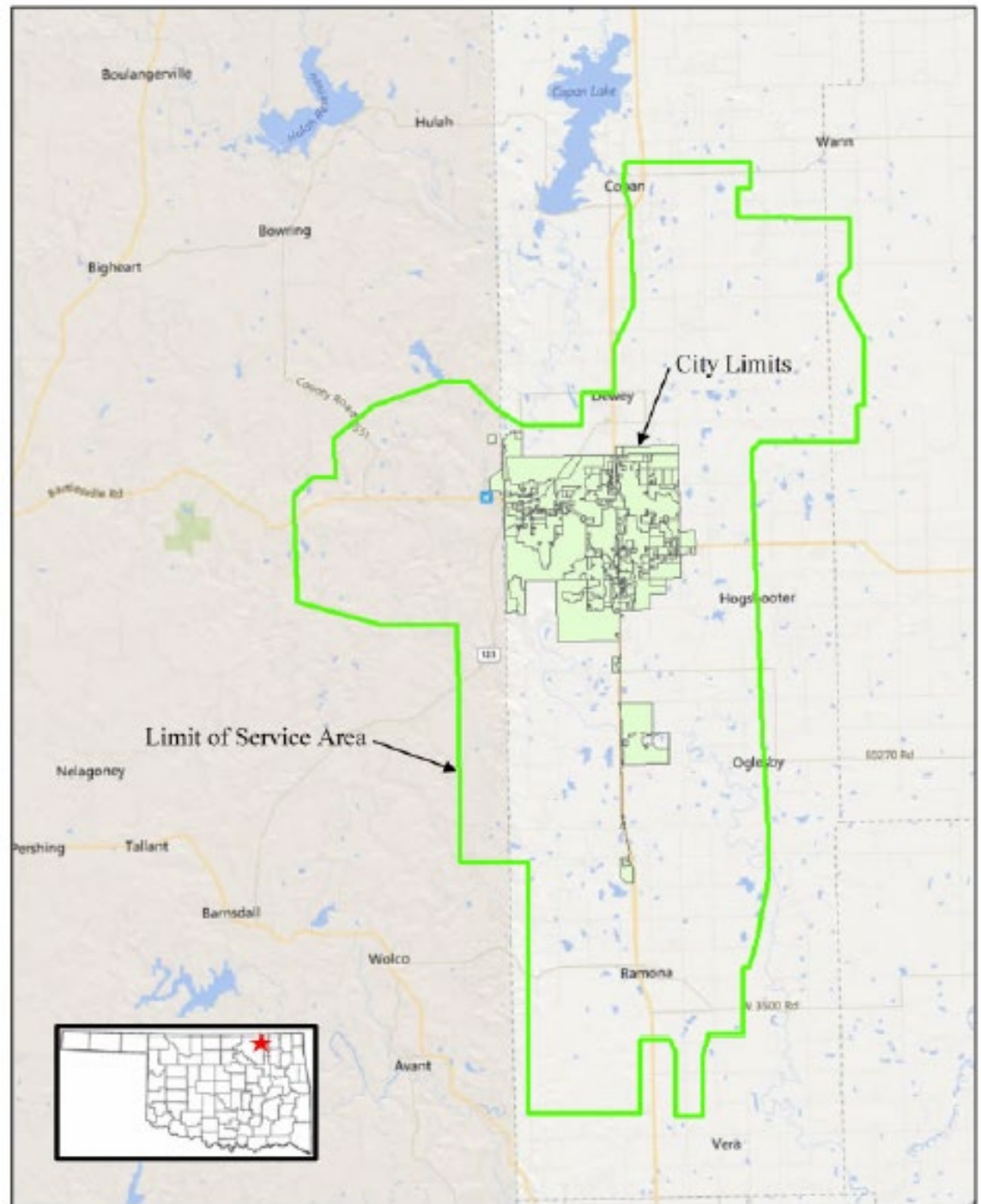
Serve 3 surrounding municipalities and 5 rural water districts

Land area – 573 sq mi

Total Population – 55,000

Avg Daily Use – 5.5 MGD

Max Day – 14 MGD



WATER SUPPLY

Hulah

Copan

Raw water pumped from Hulah Lake to Hudson Lake

**Raw Water Supply
(based on water rights)**
Hulah (12.3 mgd) – 60%
Caney River (5.4 mgd) – 21%
Hudson (2.5 mgd) – 10%
Copan (1 mgd) – 9%

Hudson

Raw water gravity flows from Hudson Lake to WTP

Water Treatment Plant

Dewey

Caney River

Raw water pumped from the Caney River to WTP

Bartlesville Bartlesville

99

10

Wann Rd

W-800-F

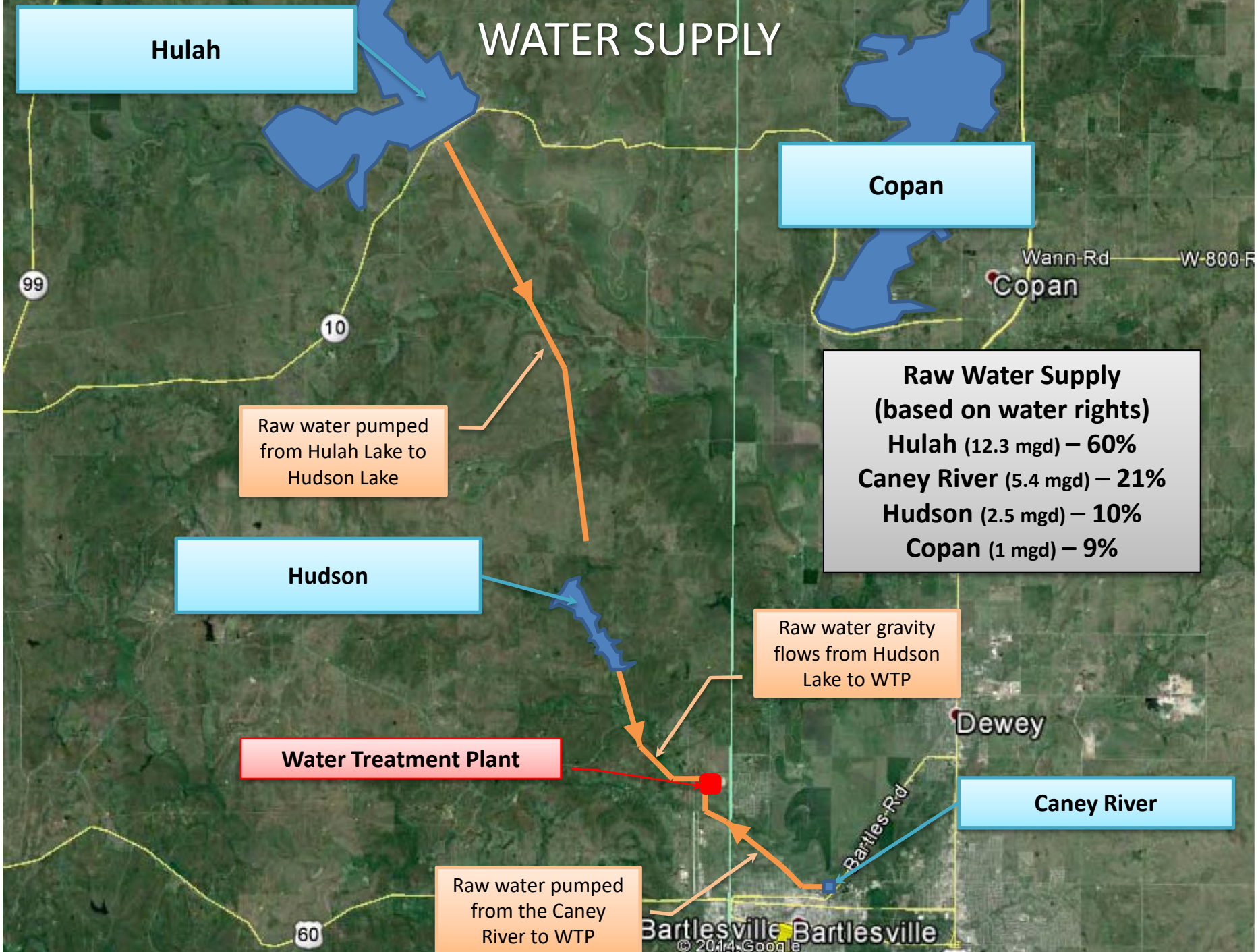
Copan

Bartles Rd

60

© 2014 Google

7E



WATER SUPPLY AS OF AUG. 28

Hulah
106% water remaining

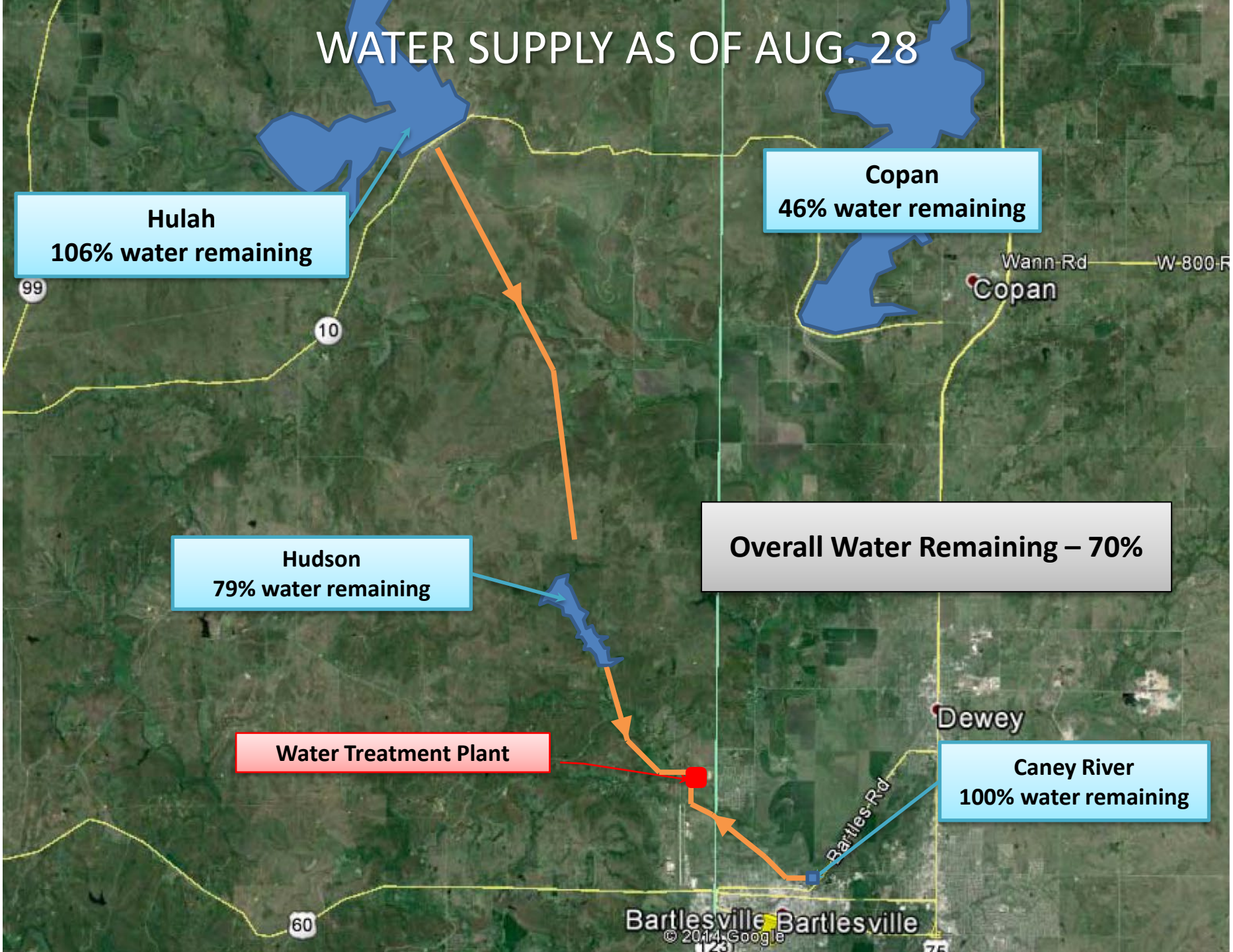
Copan
46% water remaining

Hudson
79% water remaining

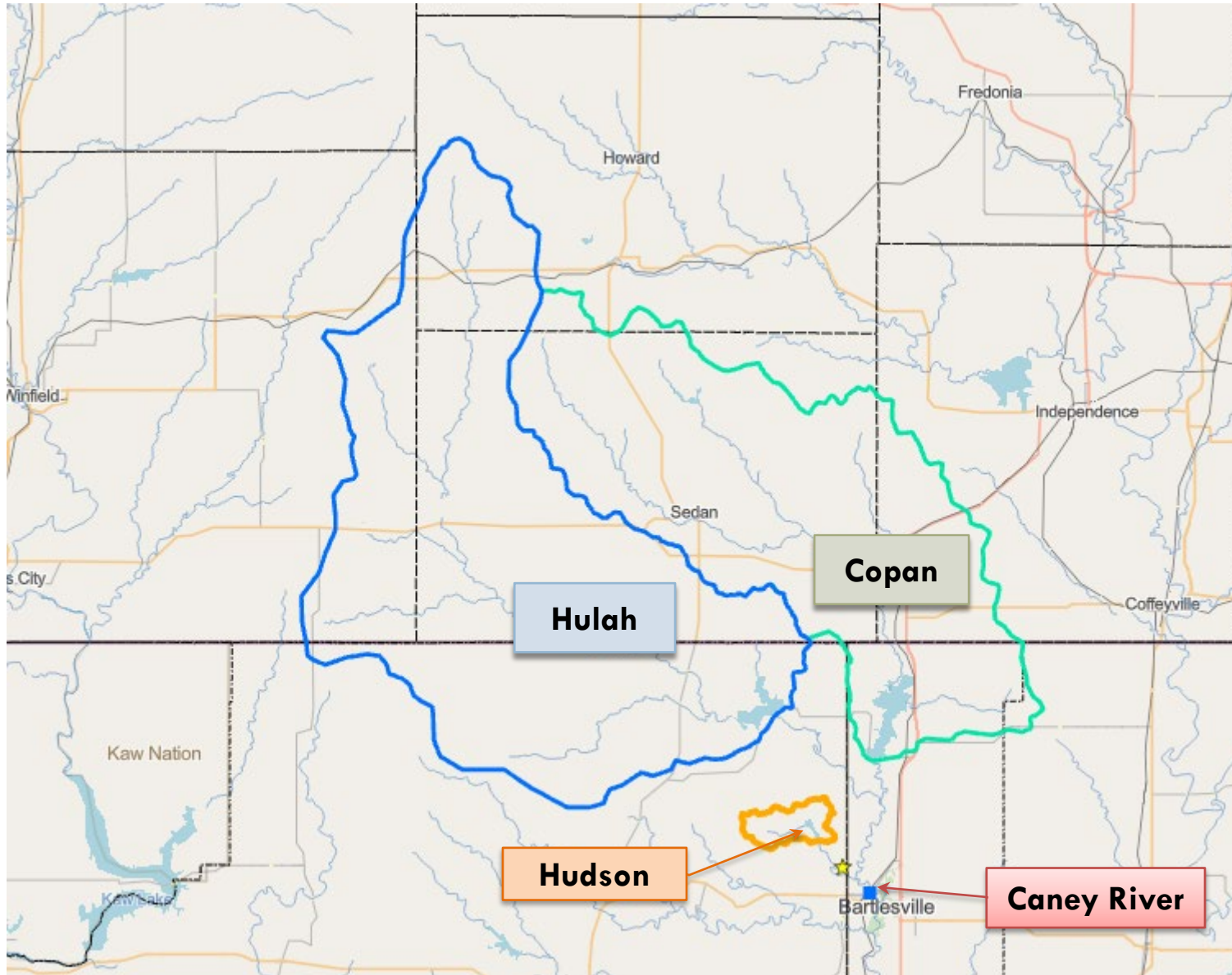
Overall Water Remaining – 70%

Water Treatment Plant

Caney River
100% water remaining



WATER SUPPLY



WATER SUPPLY

HULO2 : Hulah Lake

FLOOD CONTROL STATUS

Hulah Lake

25Aug2023

14:00 CDT


Elevation: 733.5 ft NGVD29

Drainage Area: 732 sq. miles

Ungaged Area: 0 sq. miles

KEY

 Current Pool

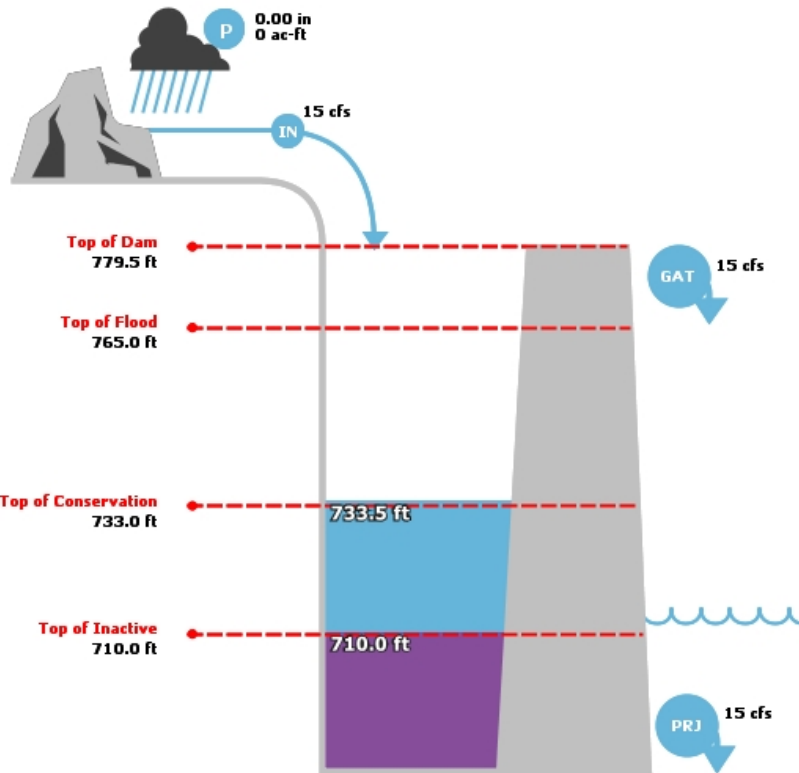
 Inactive Pool

 IN Inflow

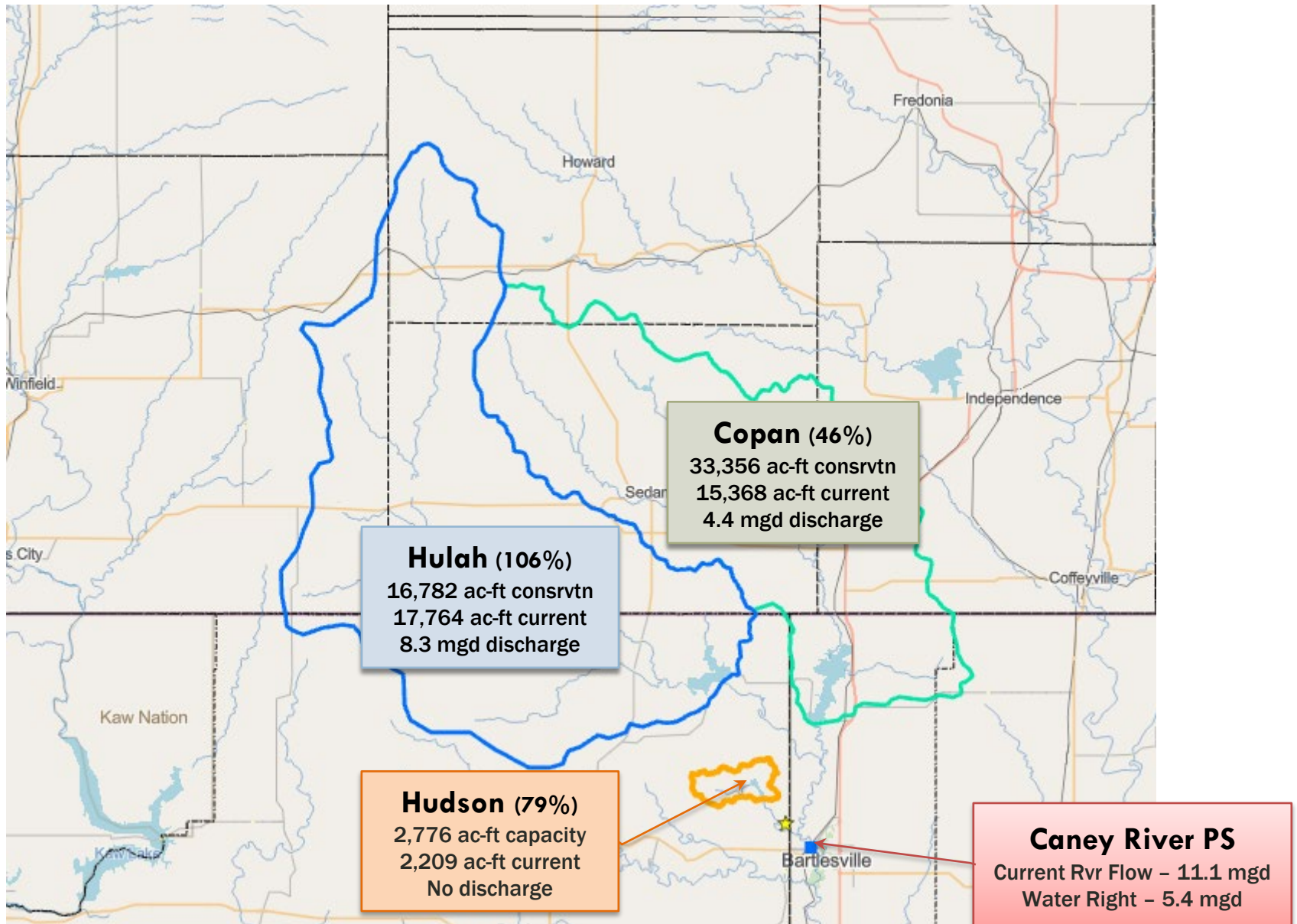
 P Precip

 GAT Gated Total

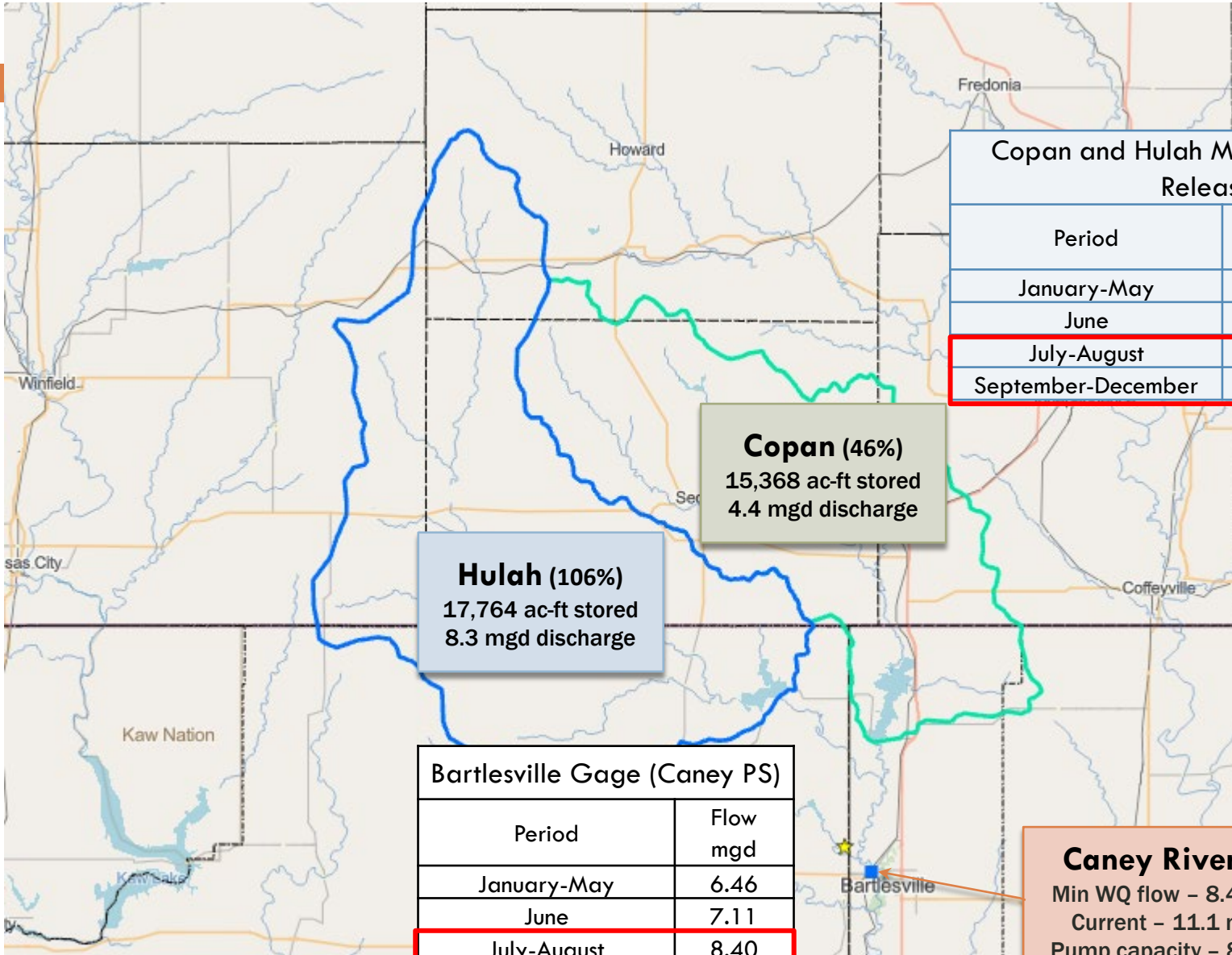
 PRJ Project Total



WATER SUPPLY



HULAH – COPAN – CANEY RIVER



Period	Copan mgd	Hulah mgd
January-May	3.23	1.29
June	5.17	2.59
July-August	3.23	1.29
September-December	3.72	1.62

Copan (46%)
 15,368 ac-ft stored
 4.4 mgd discharge

Hulah (106%)
 17,764 ac-ft stored
 8.3 mgd discharge

Period	Flow mgd
January-May	6.46
June	7.11
July-August	8.40
September-December	6.46

Caney River PS
 Min WQ flow – 8.4 mgd
 Current – 11.1 mgd
 Pump capacity – 8 mgd

WEIGHTED WATER SUPPLY BASED ON WATER RIGHT

Hulah
106% water remaining

Copan
46% water remaining

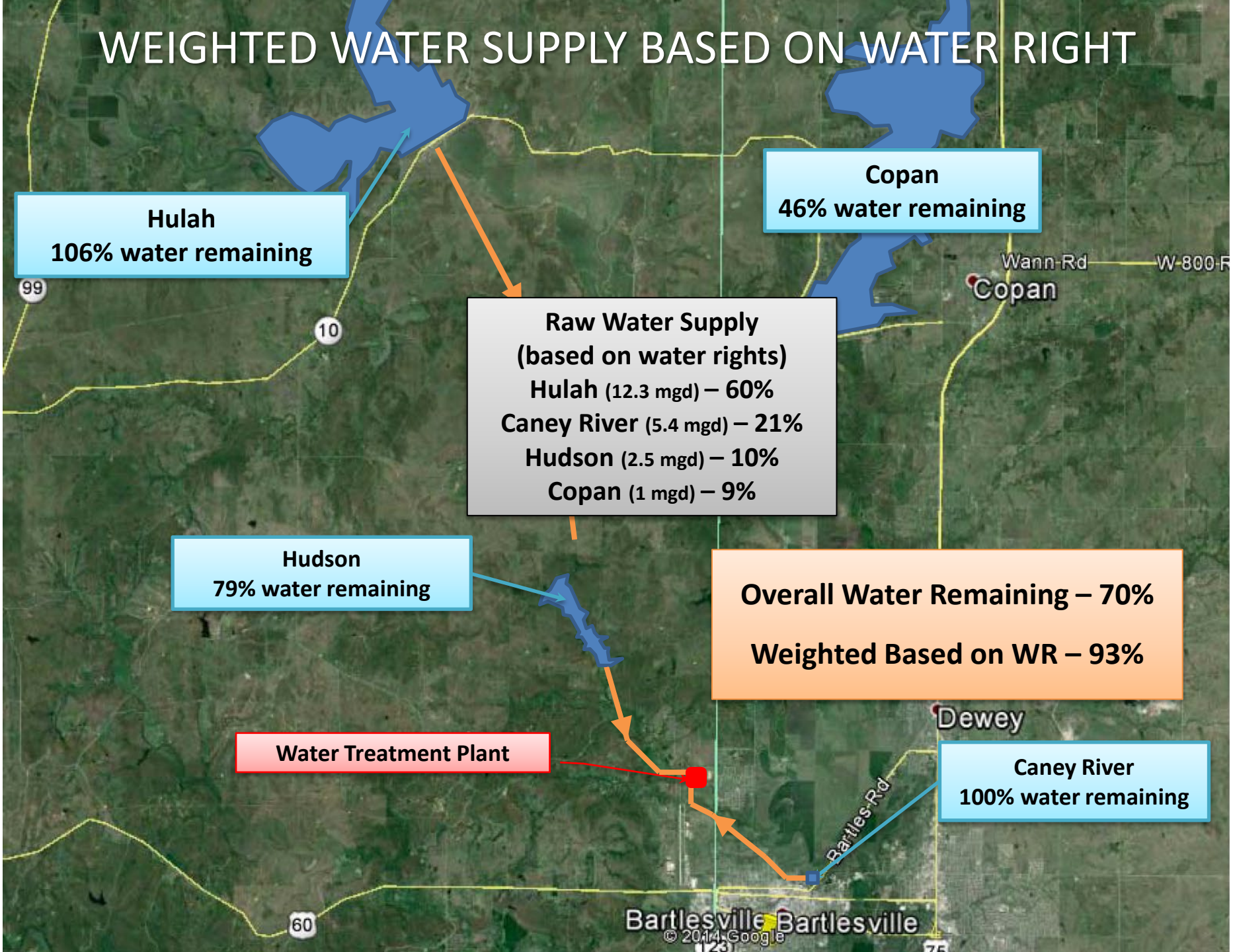
**Raw Water Supply
(based on water rights)**
Hulah (12.3 mgd) – 60%
Caney River (5.4 mgd) – 21%
Hudson (2.5 mgd) – 10%
Copan (1 mgd) – 9%

Hudson
79% water remaining

Overall Water Remaining – 70%
Weighted Based on WR – 93%

Water Treatment Plant

Caney River
100% water remaining

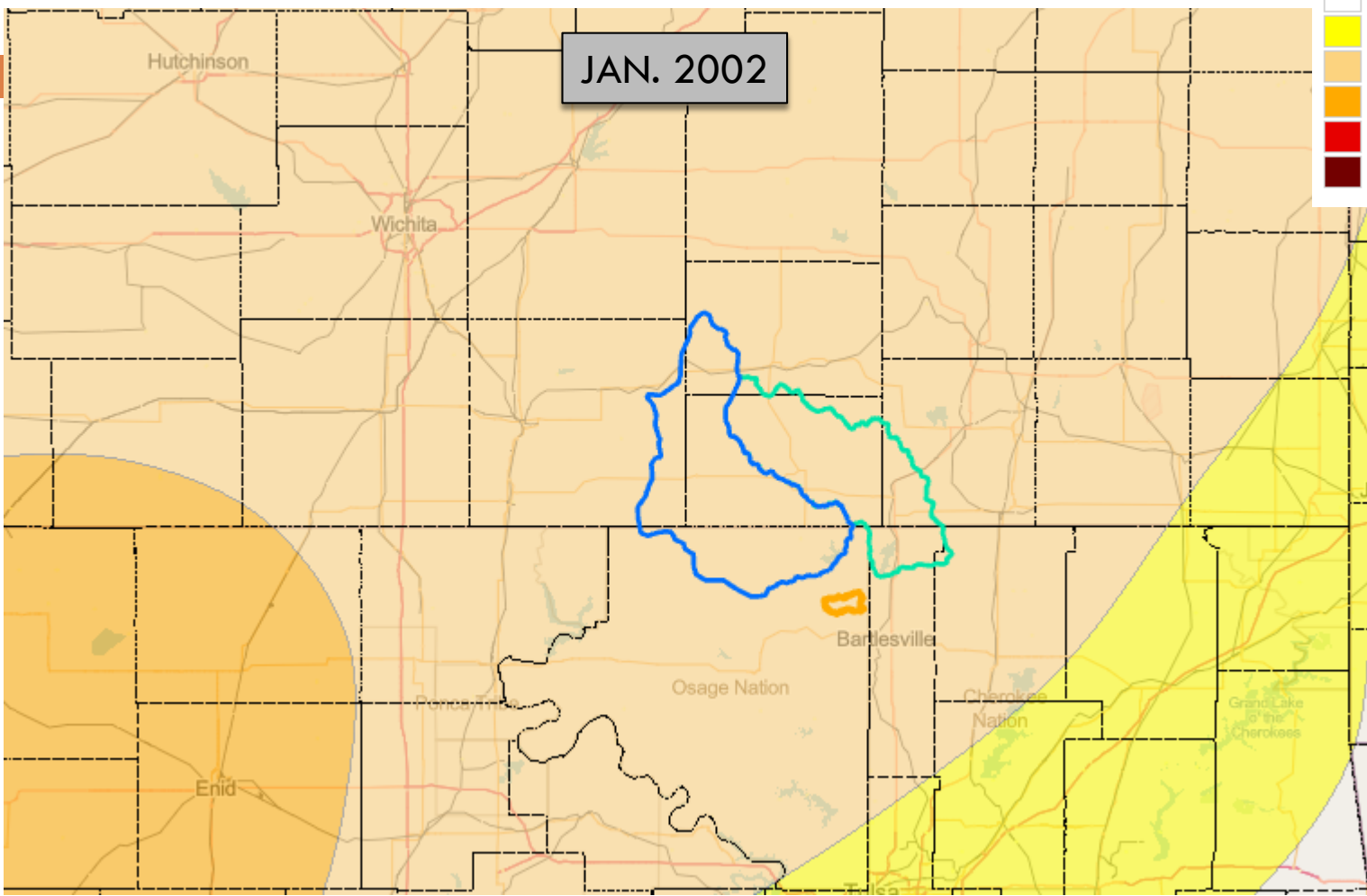


DROUGHTS

JAN. 2002

- None
- D0 (Abnormally Dry)
- D1 (Moderate Drought)
- D2 (Severe Drought)
- D3 (Extreme Drought)
- D4 (Exceptional Drought)

Exceptional and widespread crop and pasture losses, exceptional fire risk, shortages of water in reservoirs, streams and wells causing water emergencies.

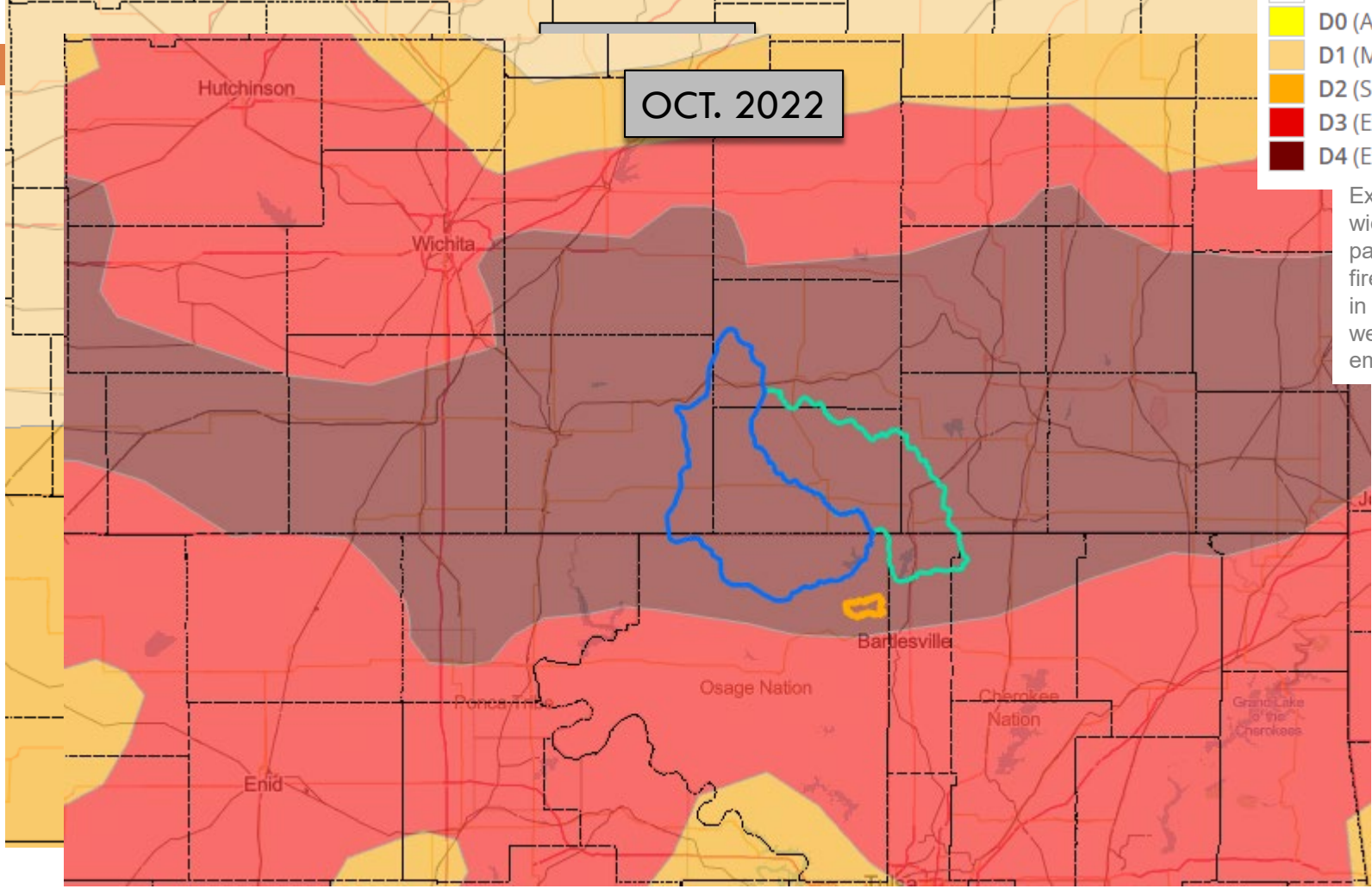


DROUGHTS

OCT. 2022

- None
- D0 (Abnormally Dry)
- D1 (Moderate Drought)
- D2 (Severe Drought)
- D3 (Extreme Drought)
- D4 (Exceptional Drought)

Exceptional and widespread crop and pasture losses, exceptional fire risk, shortages of water in reservoirs, streams and wells causing water emergencies.

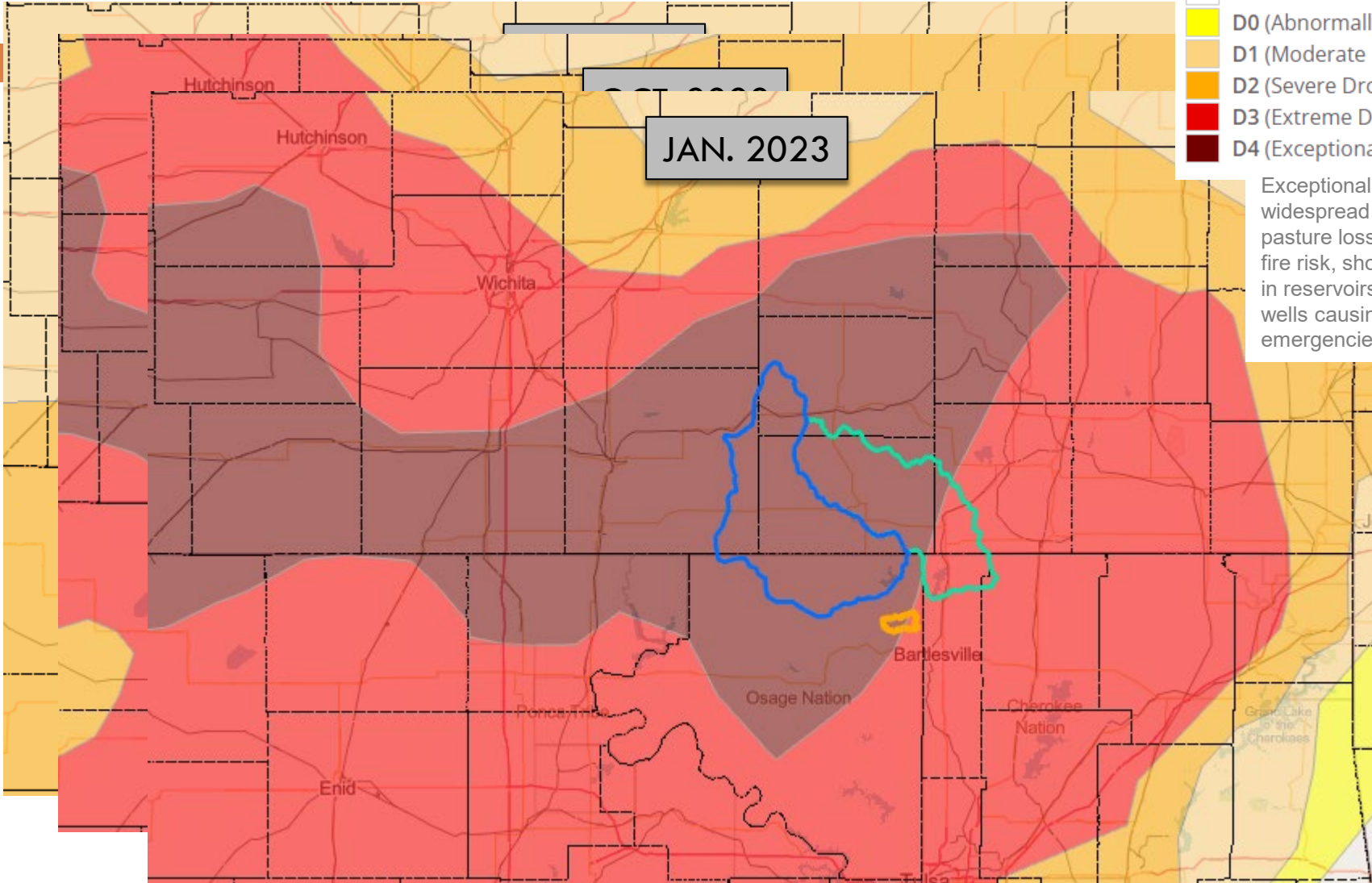


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- D4 (Exceptional Drought)

JAN. 2023

Exceptional and widespread crop and pasture losses, exceptional fire risk, shortages of water in reservoirs, streams and wells causing water emergencies.

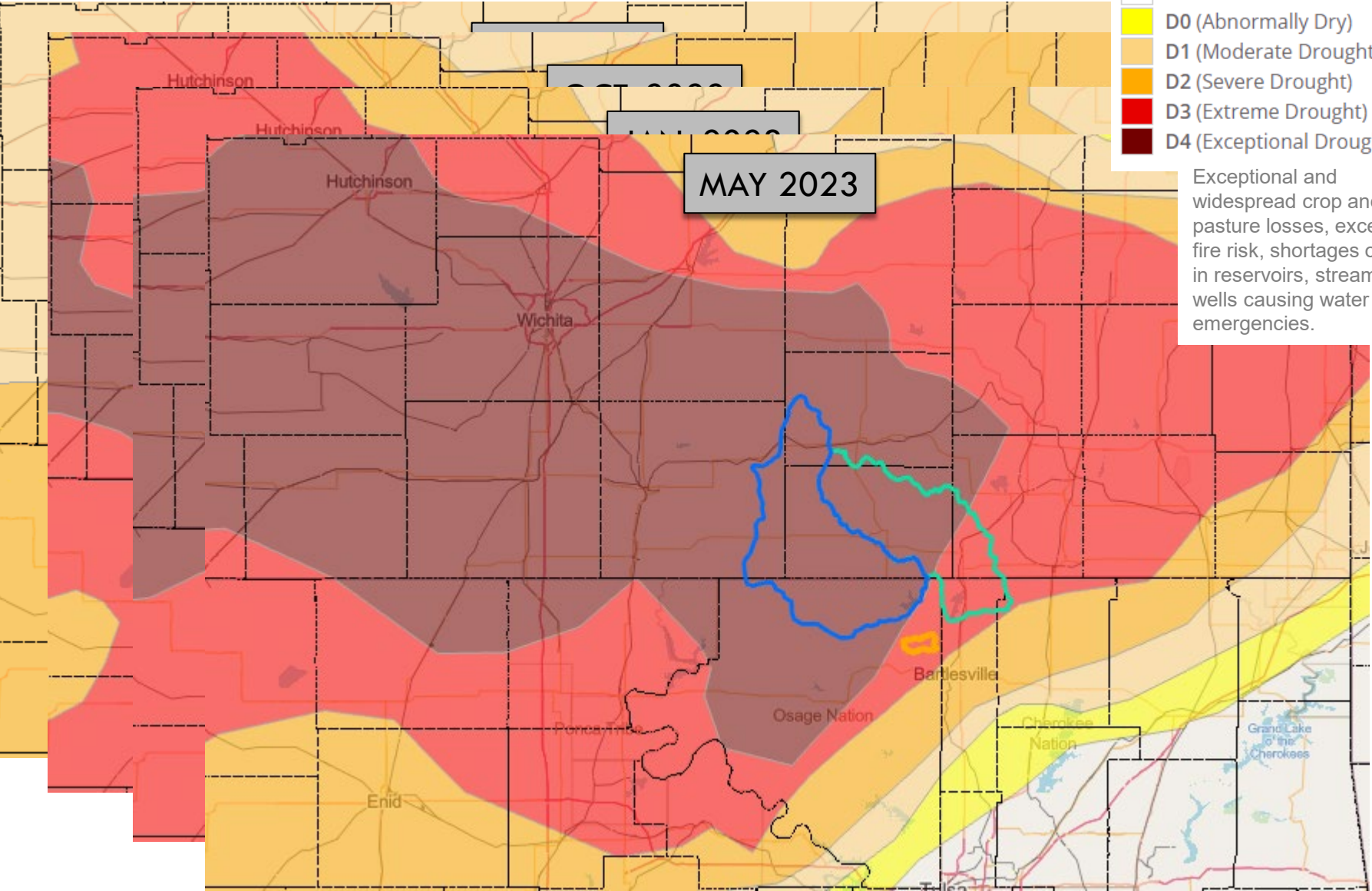


DROUGHTS

- None
- D0 (Abnormally Dry)
- D1 (Moderate Drought)
- D2 (Severe Drought)
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MAY 2023

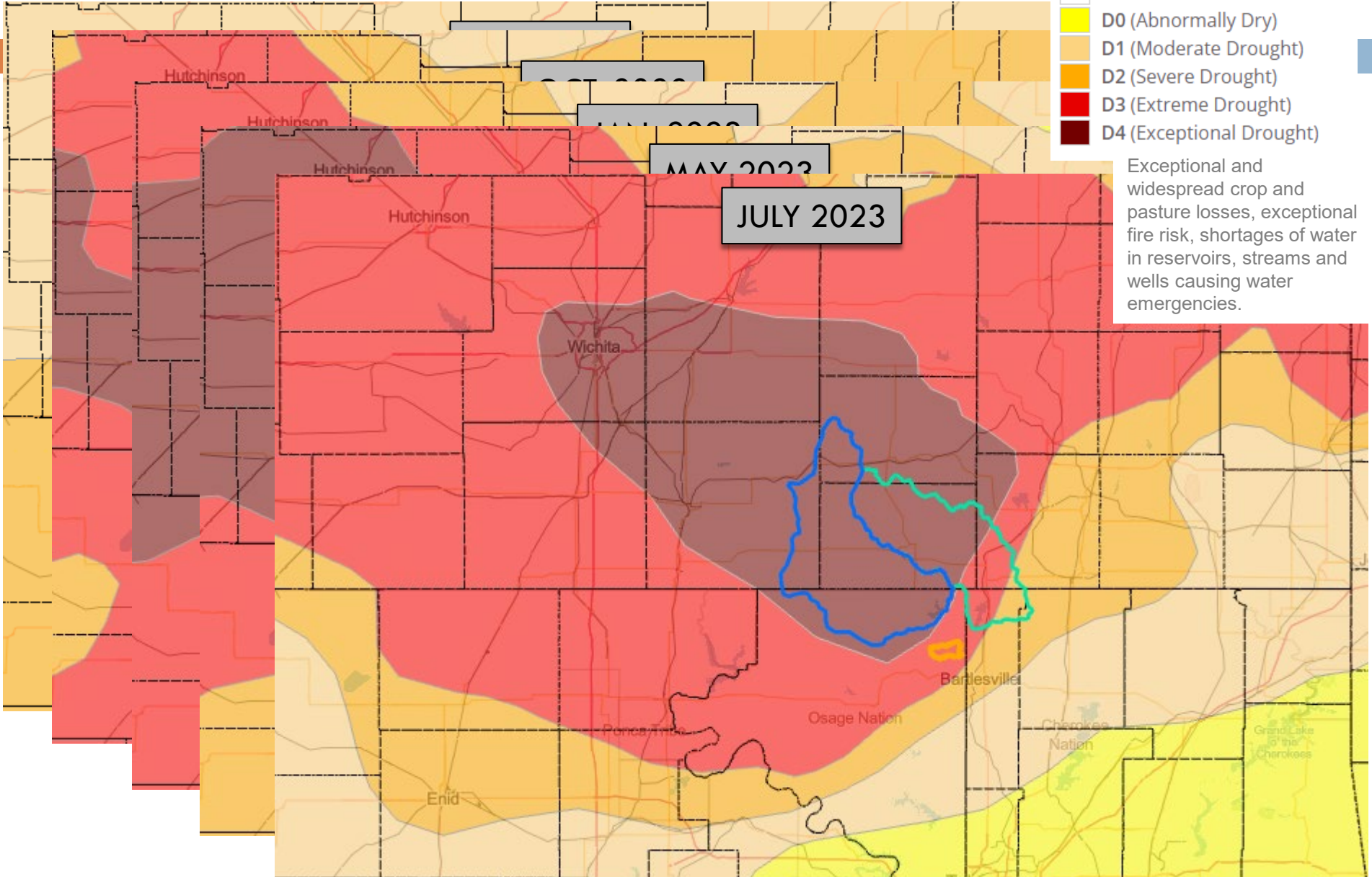
Exceptional and widespread crop and pasture losses, exceptional fire risk, shortages of water in reservoirs, streams and wells causing water emergencies.



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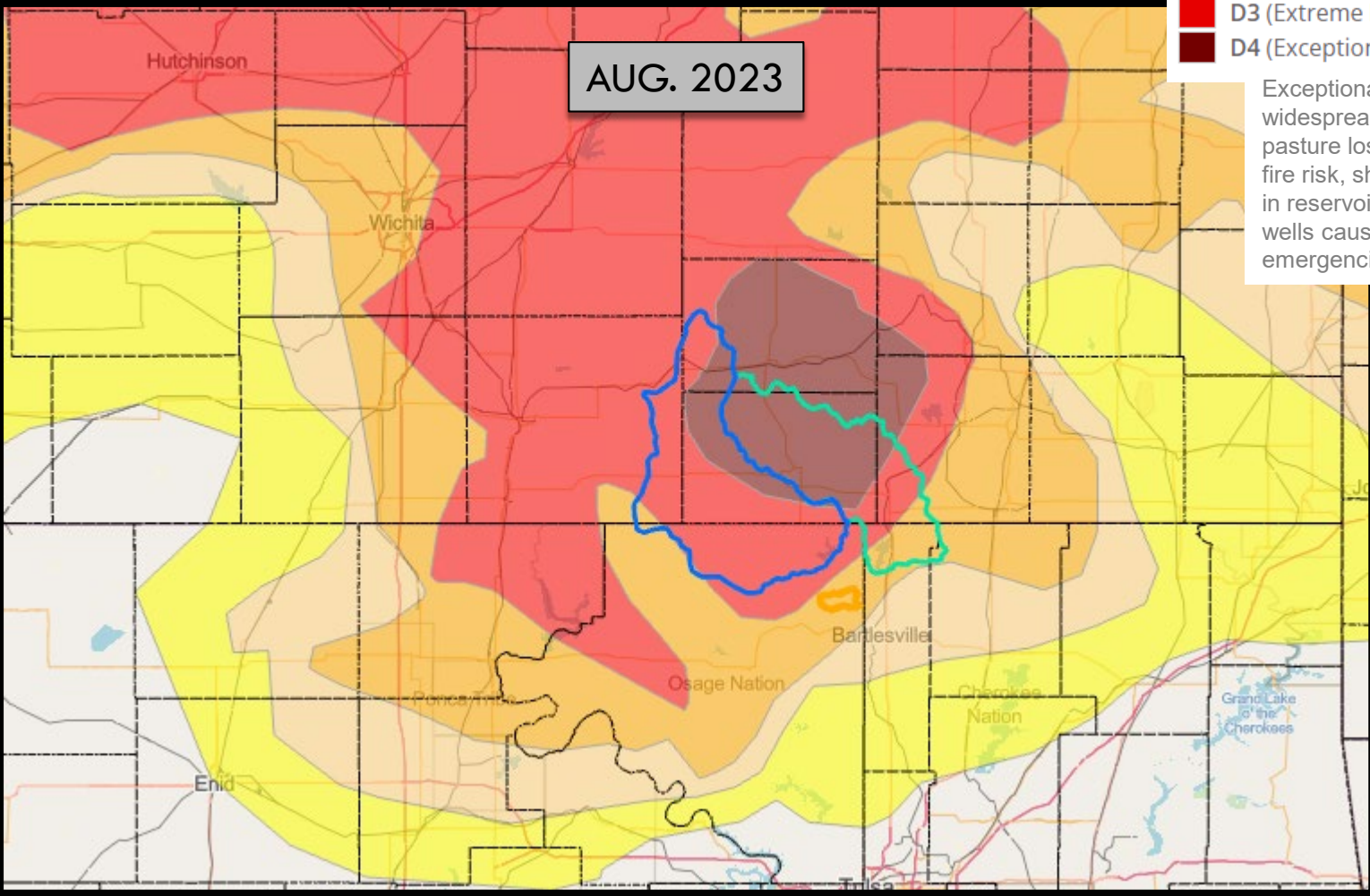


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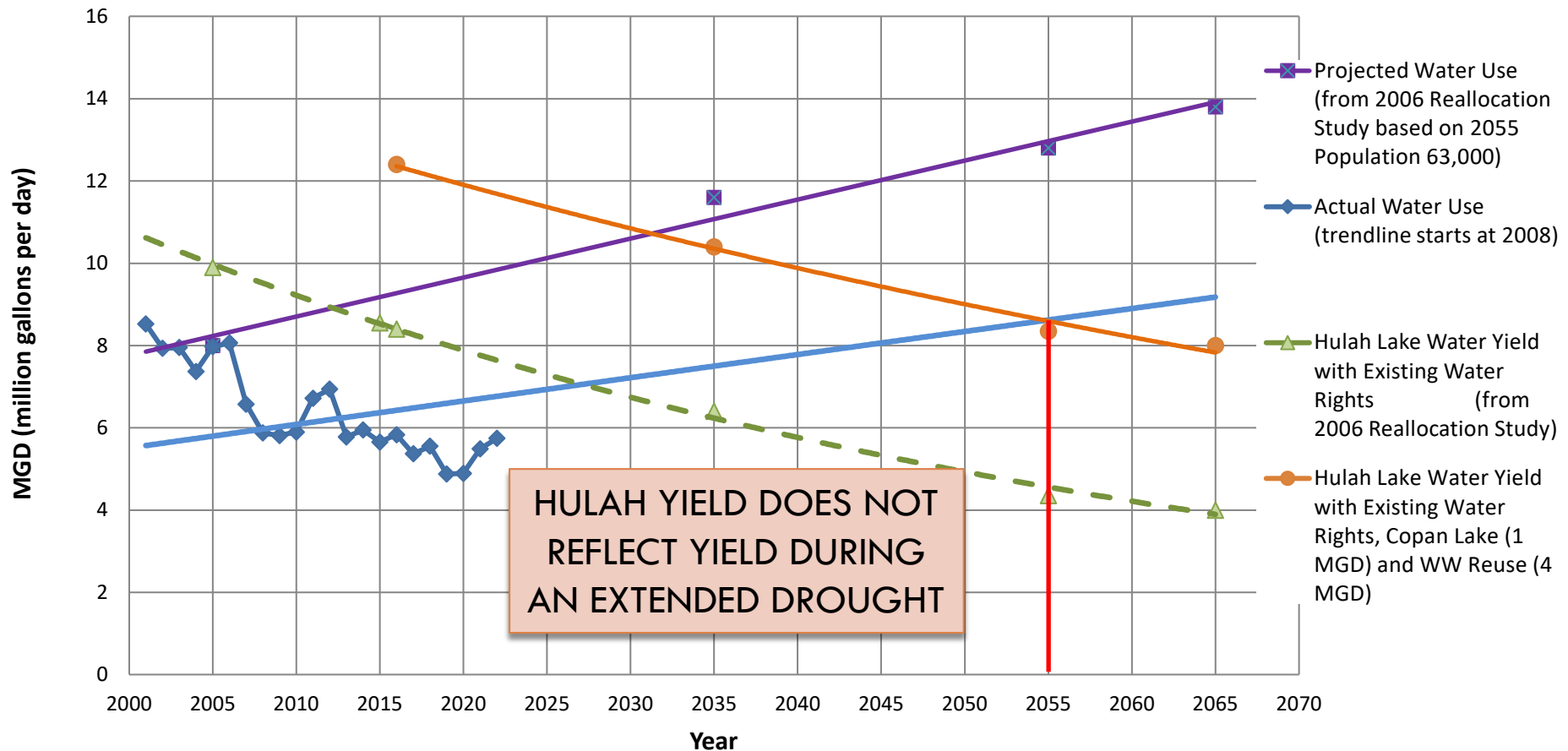
AUG. 2023

Exceptional and widespread crop and pasture losses, exceptional fire risk, shortages of water in reservoirs, streams and wells causing water emergencies.



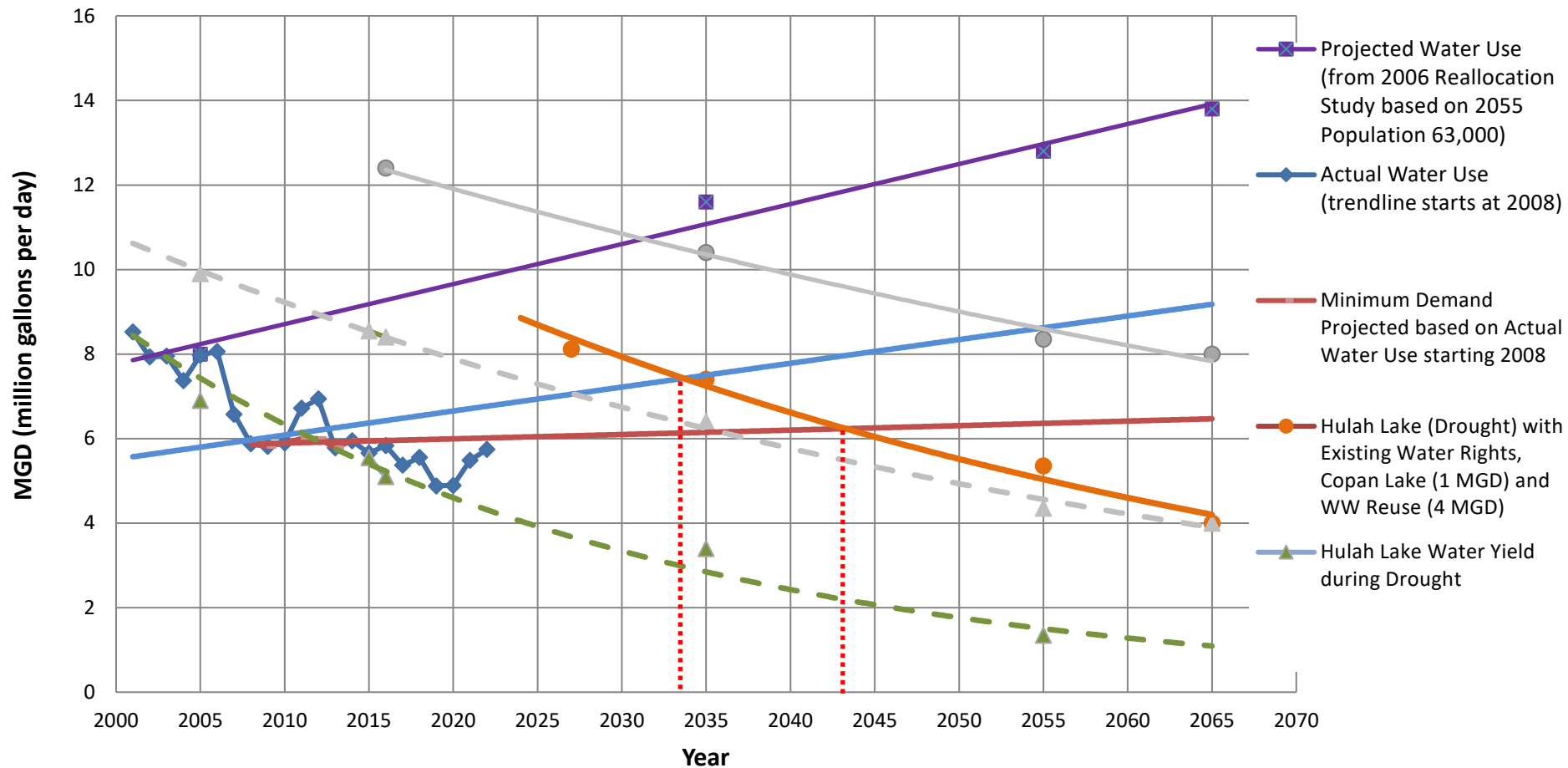
WATER

WATER SUPPLY - HULAH, COPAN AND REUSE



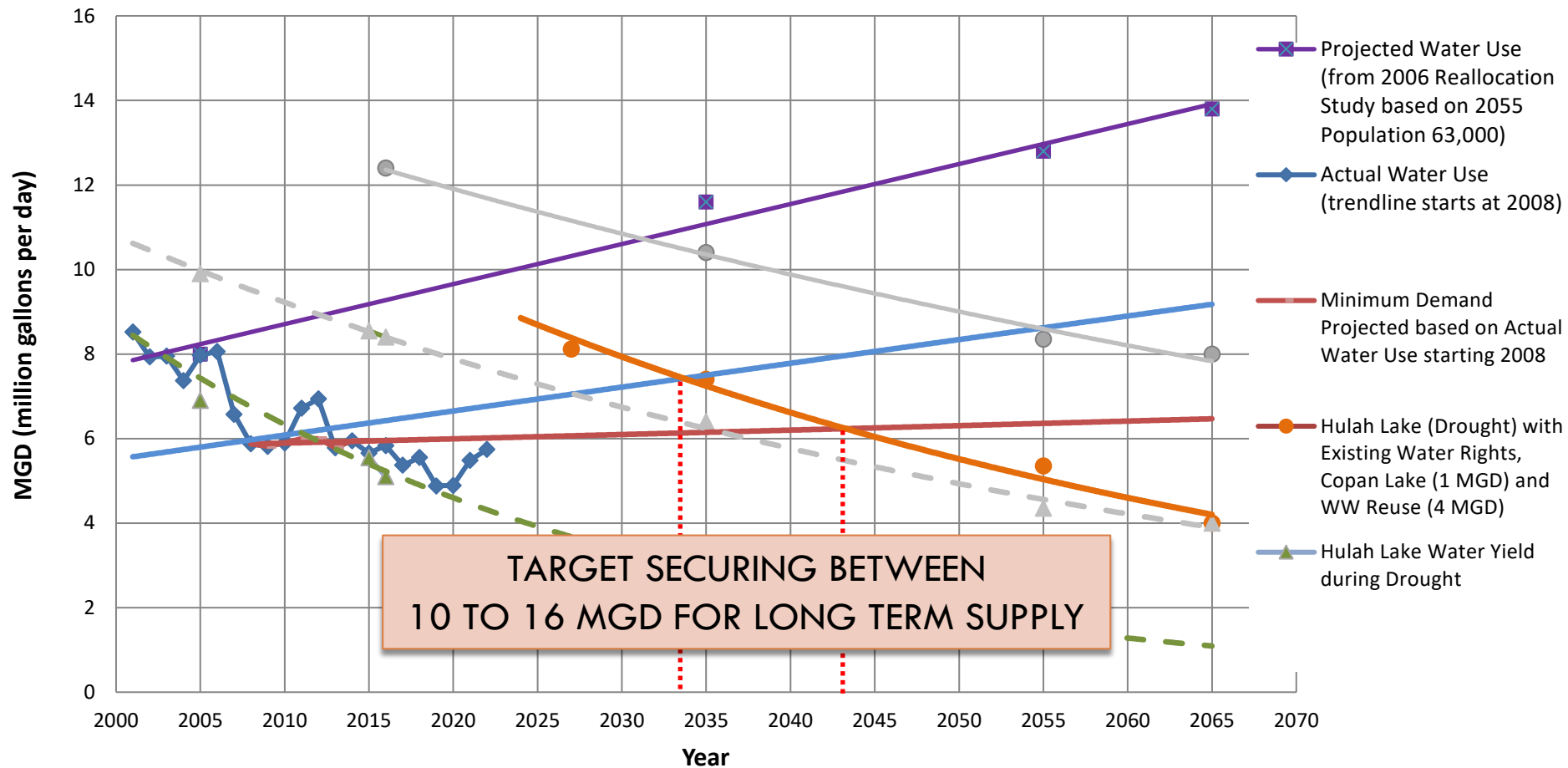
WATER

EXTENDED DROUGHT WATER SUPPLY - HULAH, COPAN AND REUSE

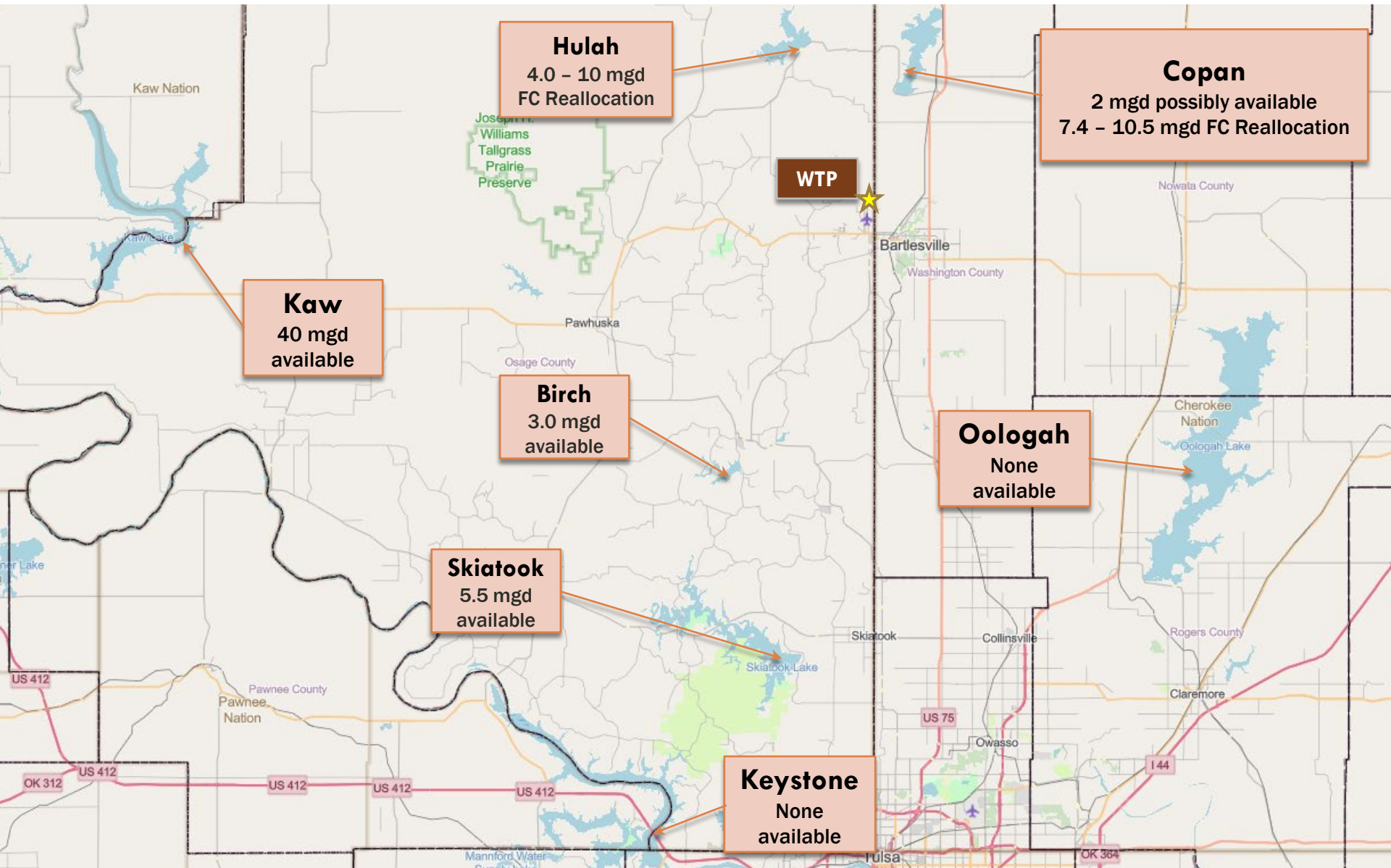


WATER

EXTENDED DROUGHT WATER SUPPLY - HULAH, COPAN AND REUSE



RESERVIOR OPTIONS



GROUND WATER AND POTABLE WATER

Ada-Vamoosa Aquifer

14MM ac-ft rights avail.
Not studied, no idea on yield.
\$100k to determine yield and
water quality.

WTP

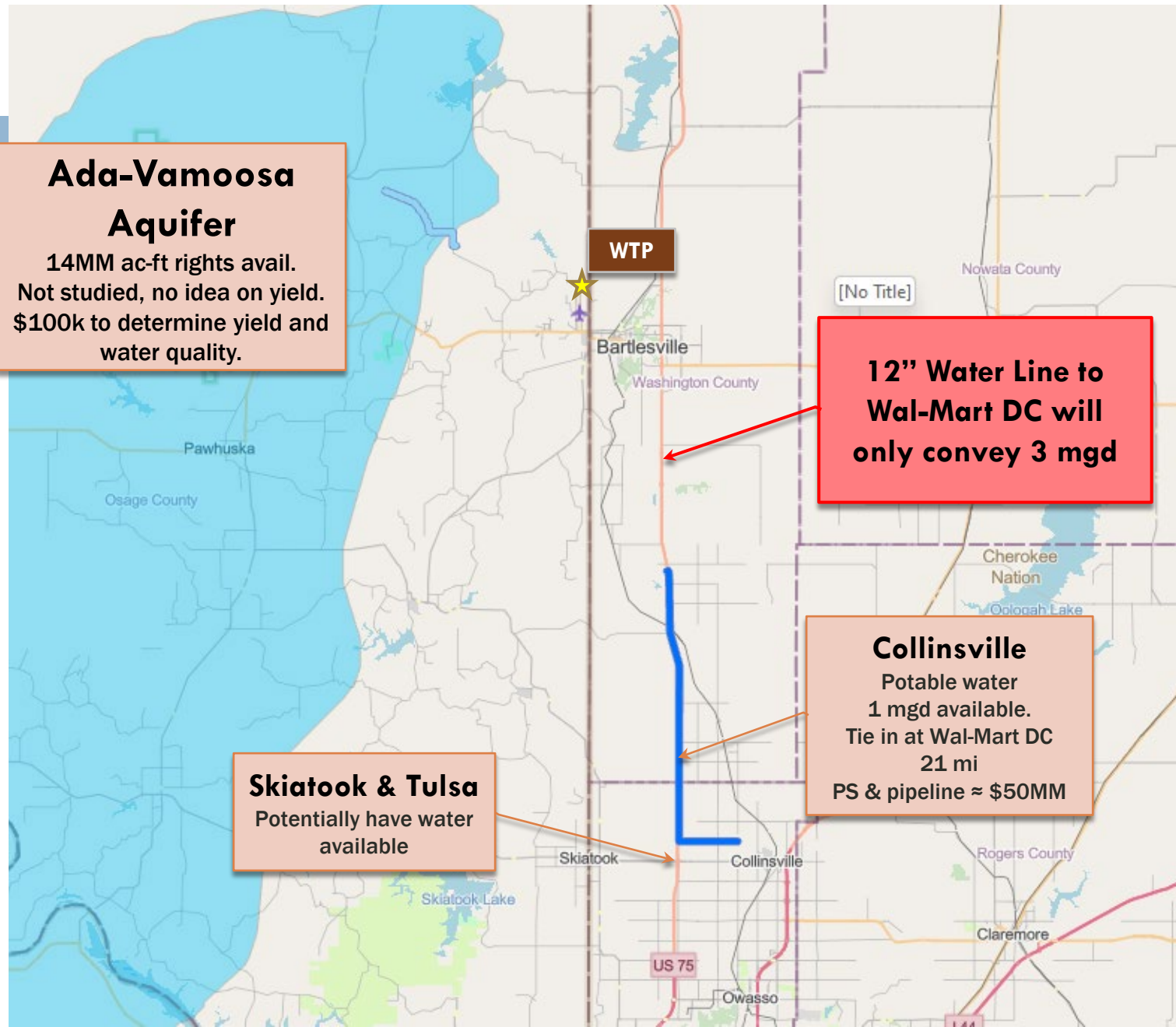
[No Title]

12" Water Line to
Wal-Mart DC will
only convey 3 mgd

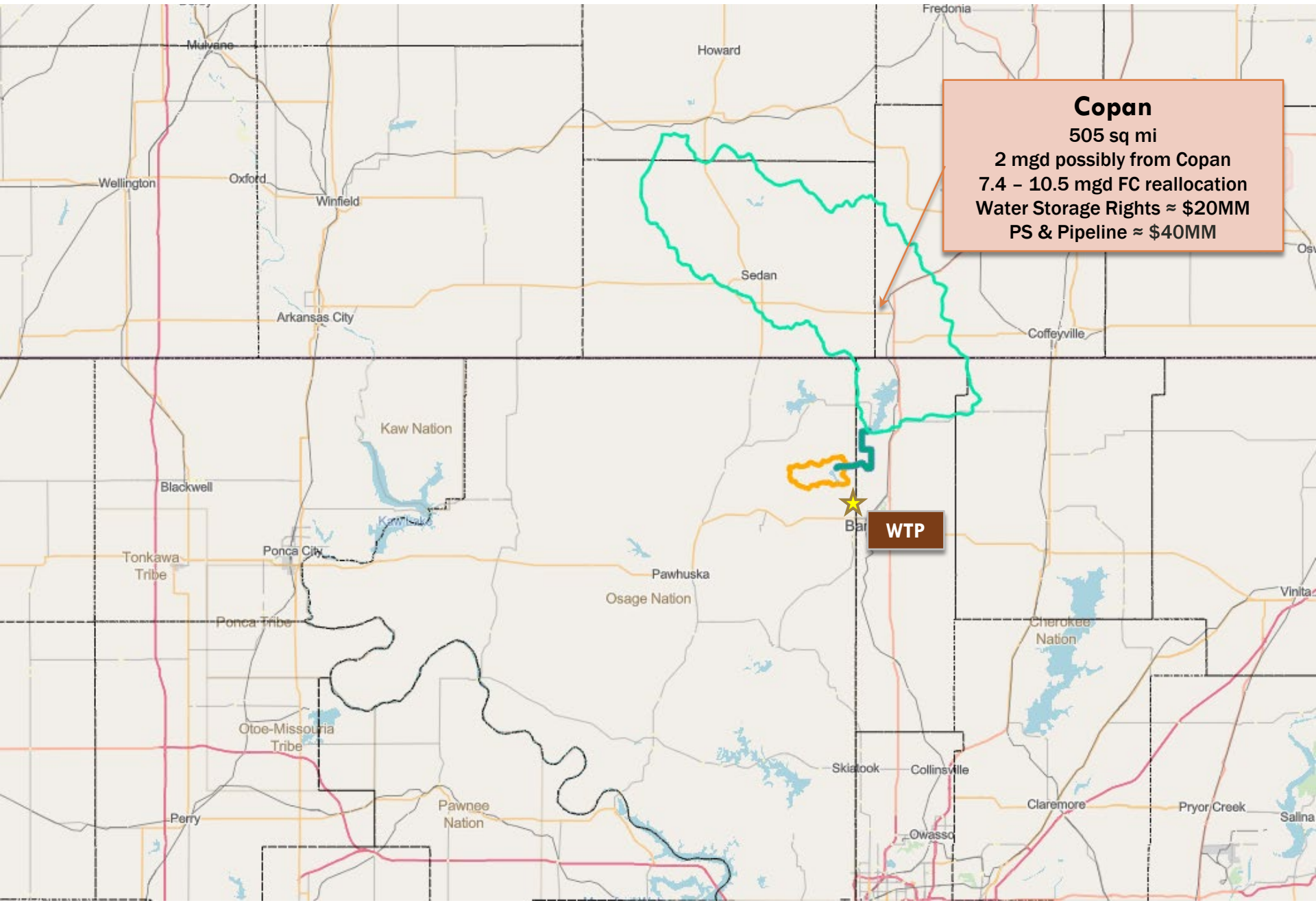
Collinsville

Potable water
1 mgd available.
Tie in at Wal-Mart DC
21 mi
PS & pipeline ≈ \$50MM

Skiatook & Tulsa
Potentially have water
available



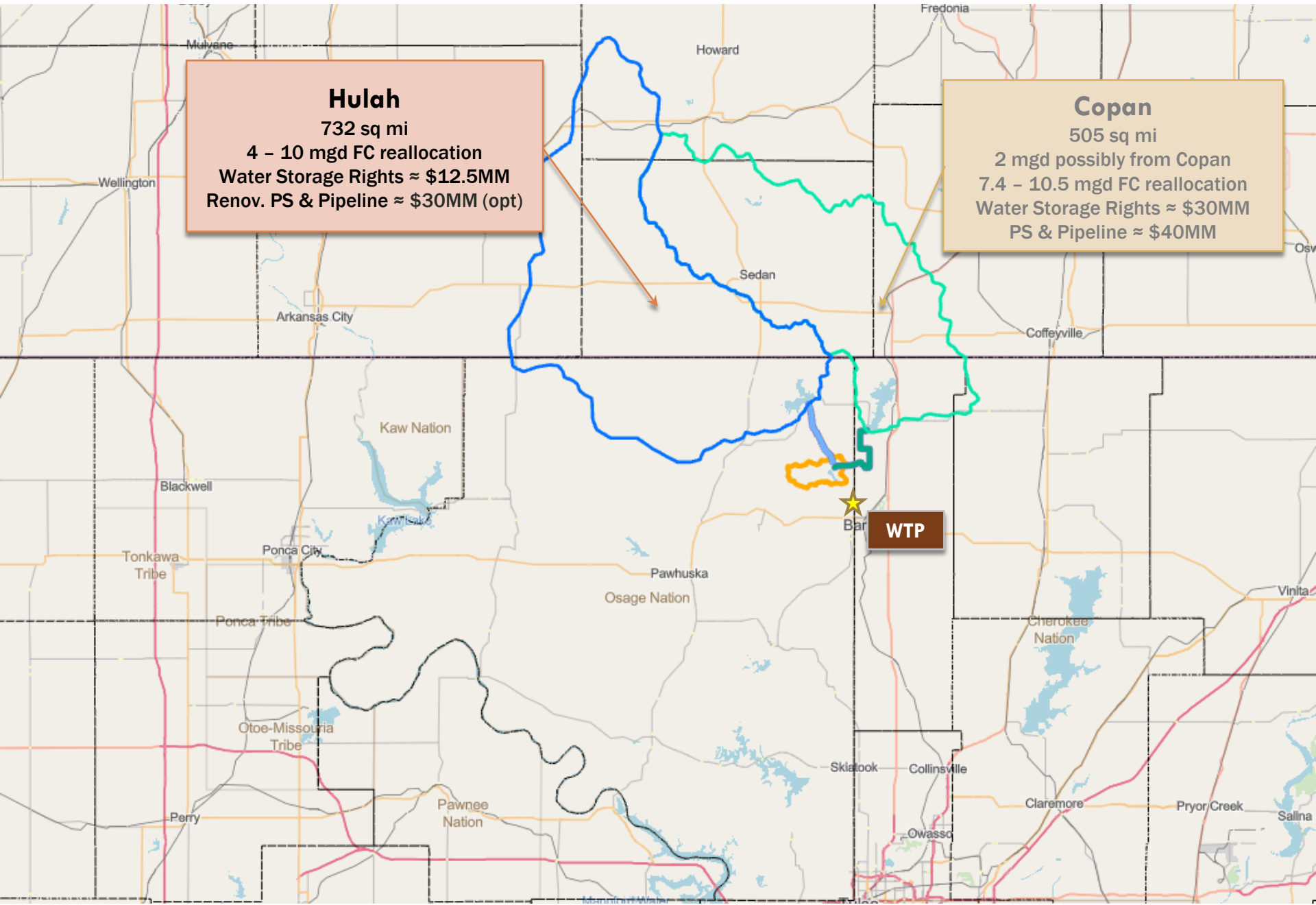
RESERVIOR OPTIONS



Copan
505 sq mi
2 mgd possibly from Copan
7.4 - 10.5 mgd FC reallocation
Water Storage Rights ≈ \$20MM
PS & Pipeline ≈ \$40MM

WTP

RESERVIOR OPTIONS



Hulah
732 sq mi
4 - 10 mgd FC reallocation
Water Storage Rights ≈ \$12.5MM
Renov. PS & Pipeline ≈ \$30MM (opt)

Copan
505 sq mi
2 mgd possibly from Copan
7.4 - 10.5 mgd FC reallocation
Water Storage Rights ≈ \$30MM
PS & Pipeline ≈ \$40MM

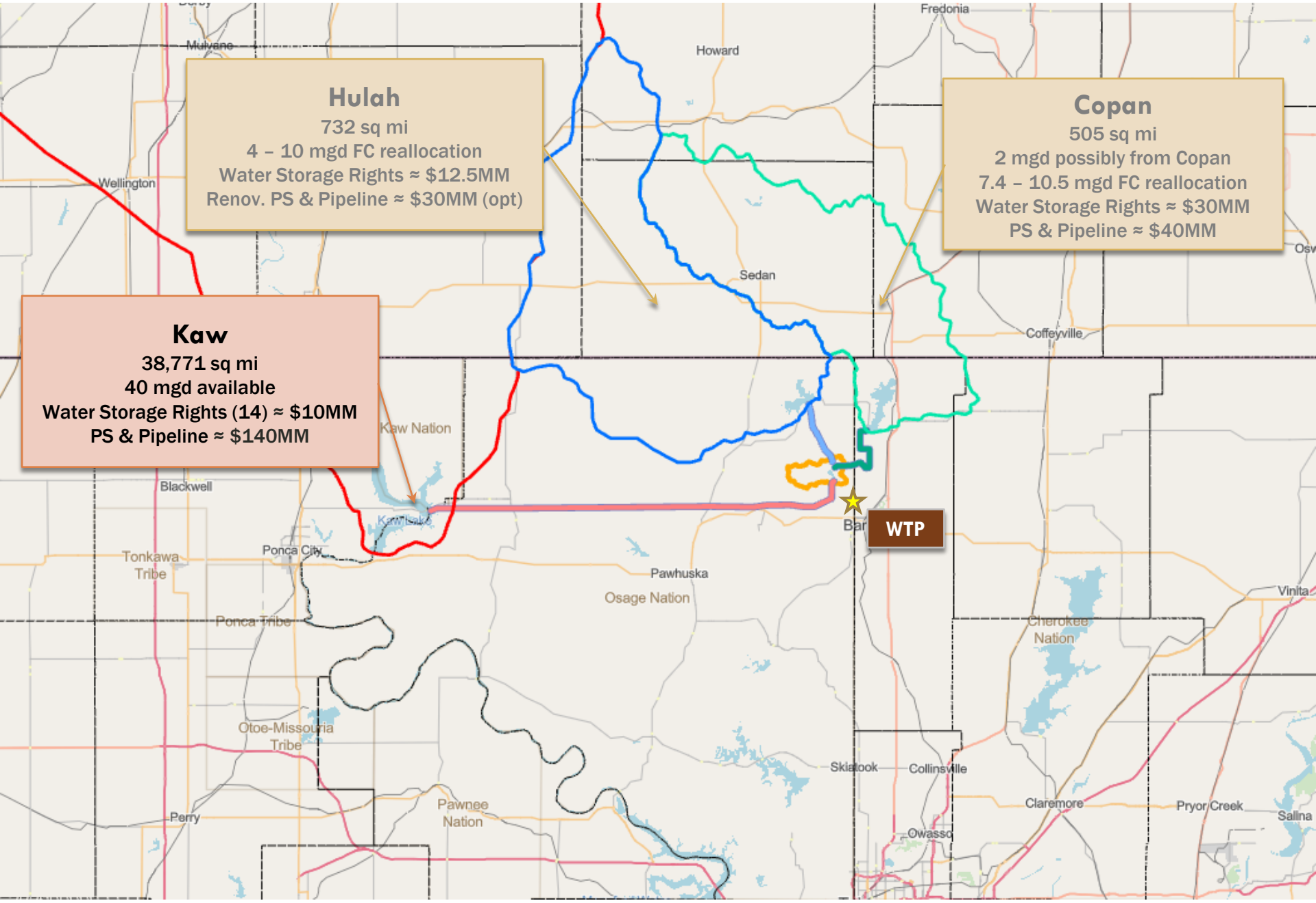
WTP

RESERVIOR OPTIONS

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Water Storage Rights ≈ \$12.5MM
Renov. PS & Pipeline ≈ \$30MM (opt)

Copan
505 sq mi
2 mgd possibly from Copan
7.4 - 10.5 mgd FC reallocation
Water Storage Rights ≈ \$30MM
PS & Pipeline ≈ \$40MM

Kaw
38,771 sq mi
40 mgd available
Water Storage Rights (14) ≈ \$10MM
PS & Pipeline ≈ \$140MM



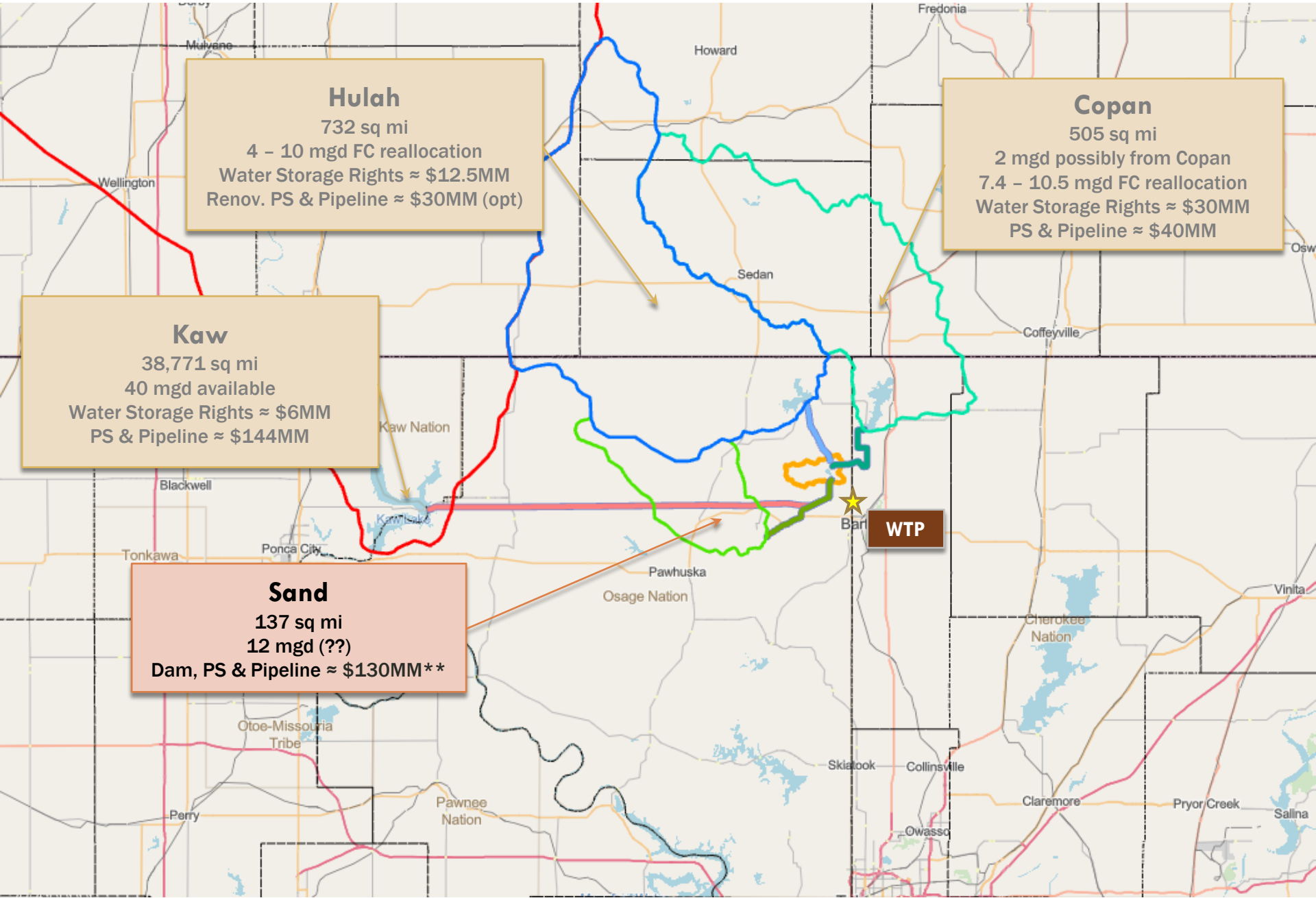
RESERVIOR OPTIONS

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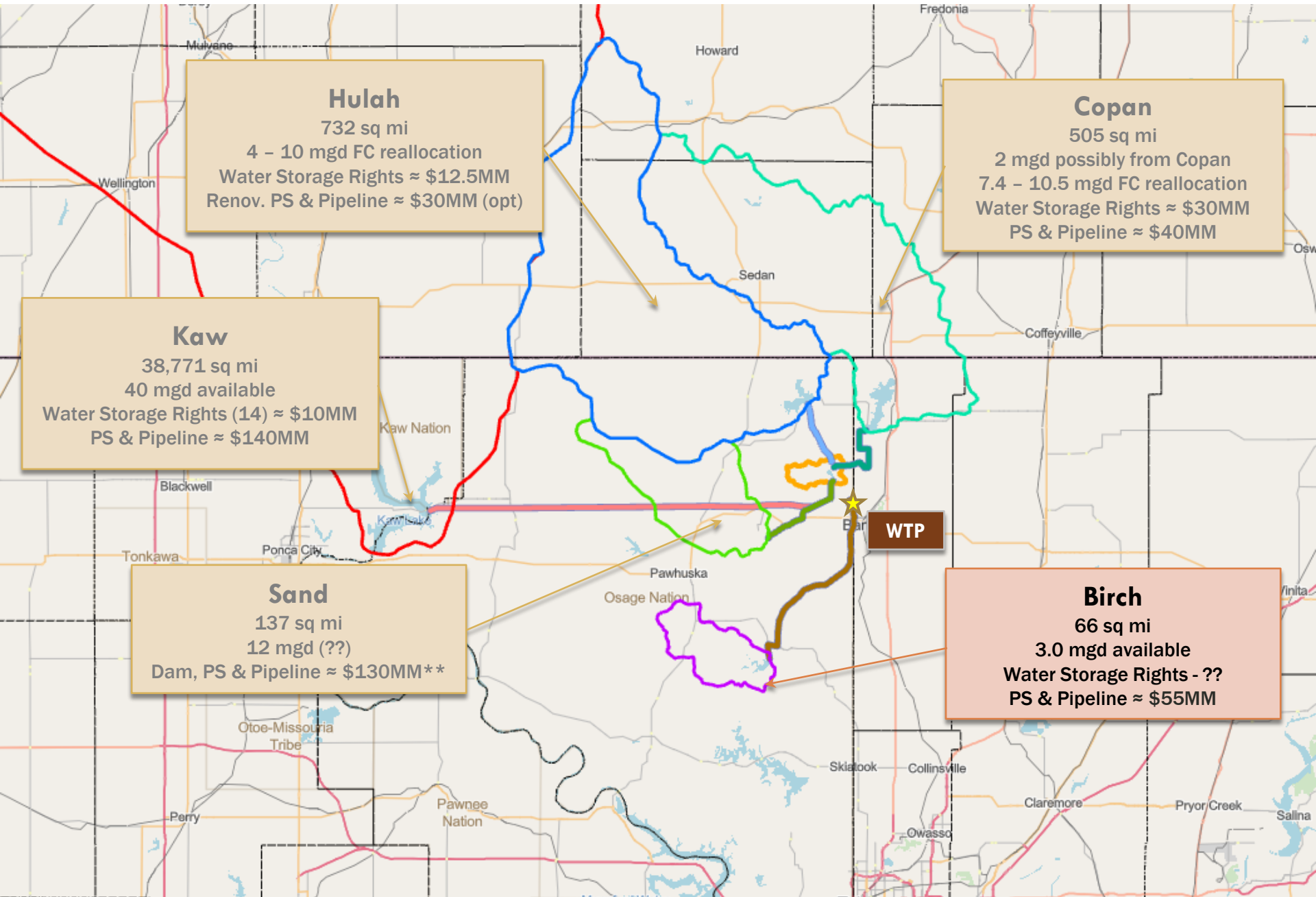
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7.4 - 10.5 mgd FC reallocation
Water Storage Rights ≈ \$30MM
PS & Pipeline ≈ \$40MM

Kaw
38,771 sq mi
40 mgd available
Water Storage Rights ≈ \$6MM
PS & Pipeline ≈ \$144MM

Sand
137 sq mi
12 mgd (??)
Dam, PS & Pipeline ≈ \$130MM**



RESERVIOR OPTIONS



Hulah
732 sq mi
4 - 10 mgd FC reallocation
Water Storage Rights ≈ \$12.5MM
Renov. PS & Pipeline ≈ \$30MM (opt)

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PS & Pipeline ≈ \$140MM

Sand
137 sq mi
12 mgd (??)
Dam, PS & Pipeline ≈ \$130MM**

Birch
66 sq mi
3.0 mgd available
Water Storage Rights - ??
PS & Pipeline ≈ \$55MM

WTP

RESERVIOR OPTIONS

Hulah
732 sq mi
4 - 10 mgd FC reallocation
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Renov. PS & Pipeline ≈ \$30MM (opt)

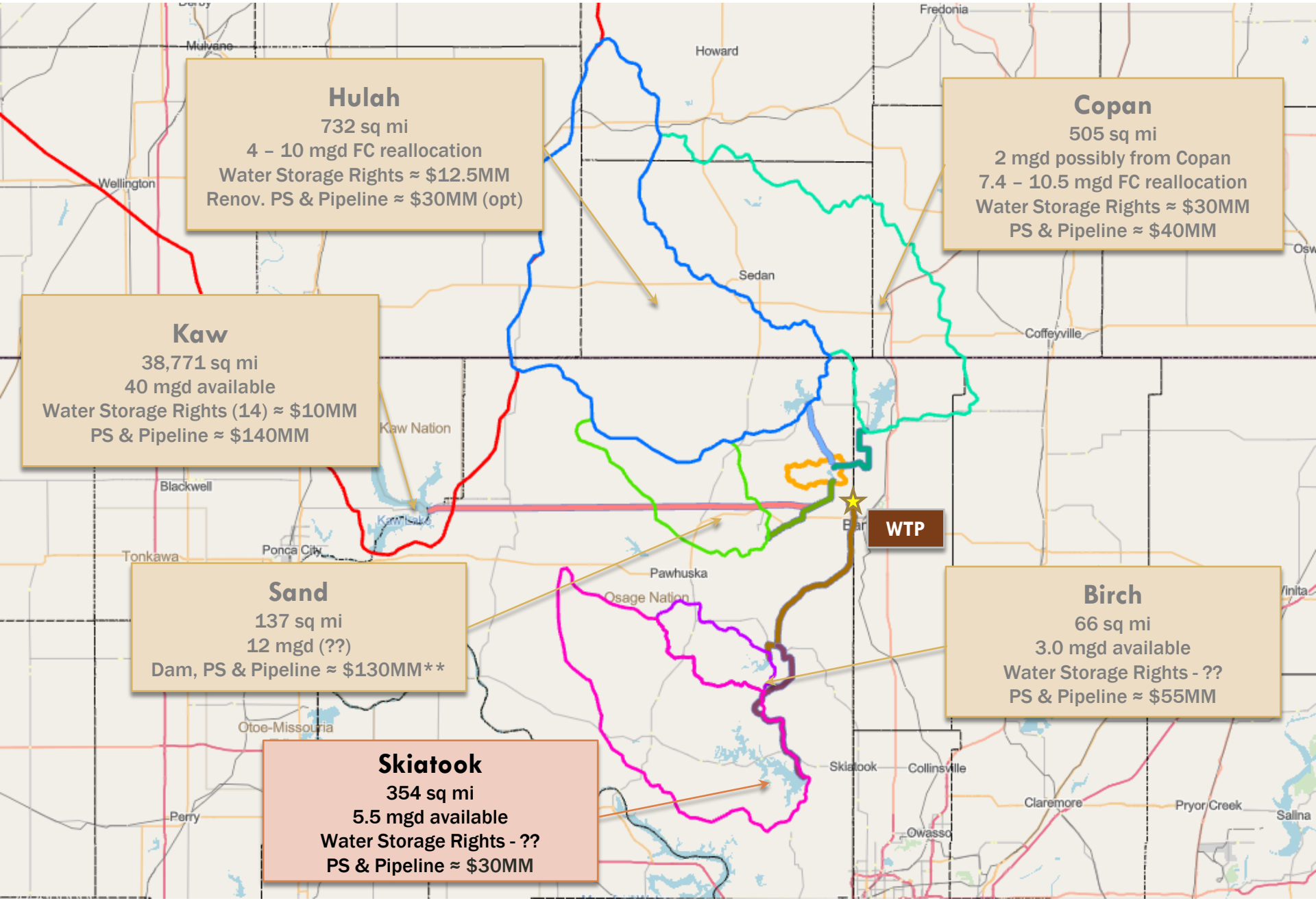
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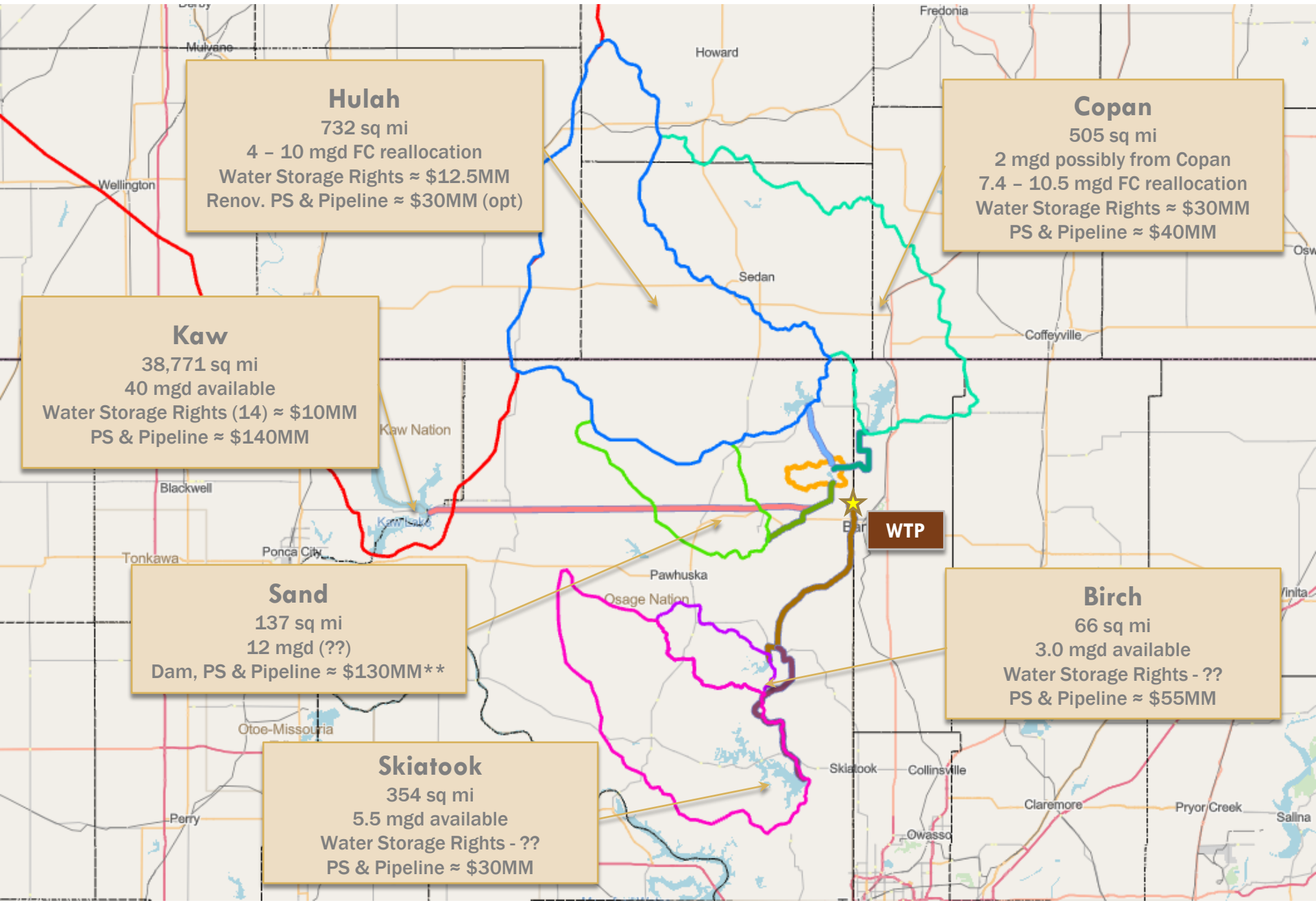
Sand
137 sq mi
12 mgd (??)
Dam, PS & Pipeline ≈ \$130MM**

Birch
66 sq mi
3.0 mgd available
Water Storage Rights - ??
PS & Pipeline ≈ \$55MM

Skiatook
354 sq mi
5.5 mgd available
Water Storage Rights - ??
PS & Pipeline ≈ \$30MM



RESERVIOR OPTIONS



Hulah
732 sq mi
4 - 10 mgd FC reallocation
Water Storage Rights ≈ \$12.5MM
Renov. PS & Pipeline ≈ \$30MM (opt)

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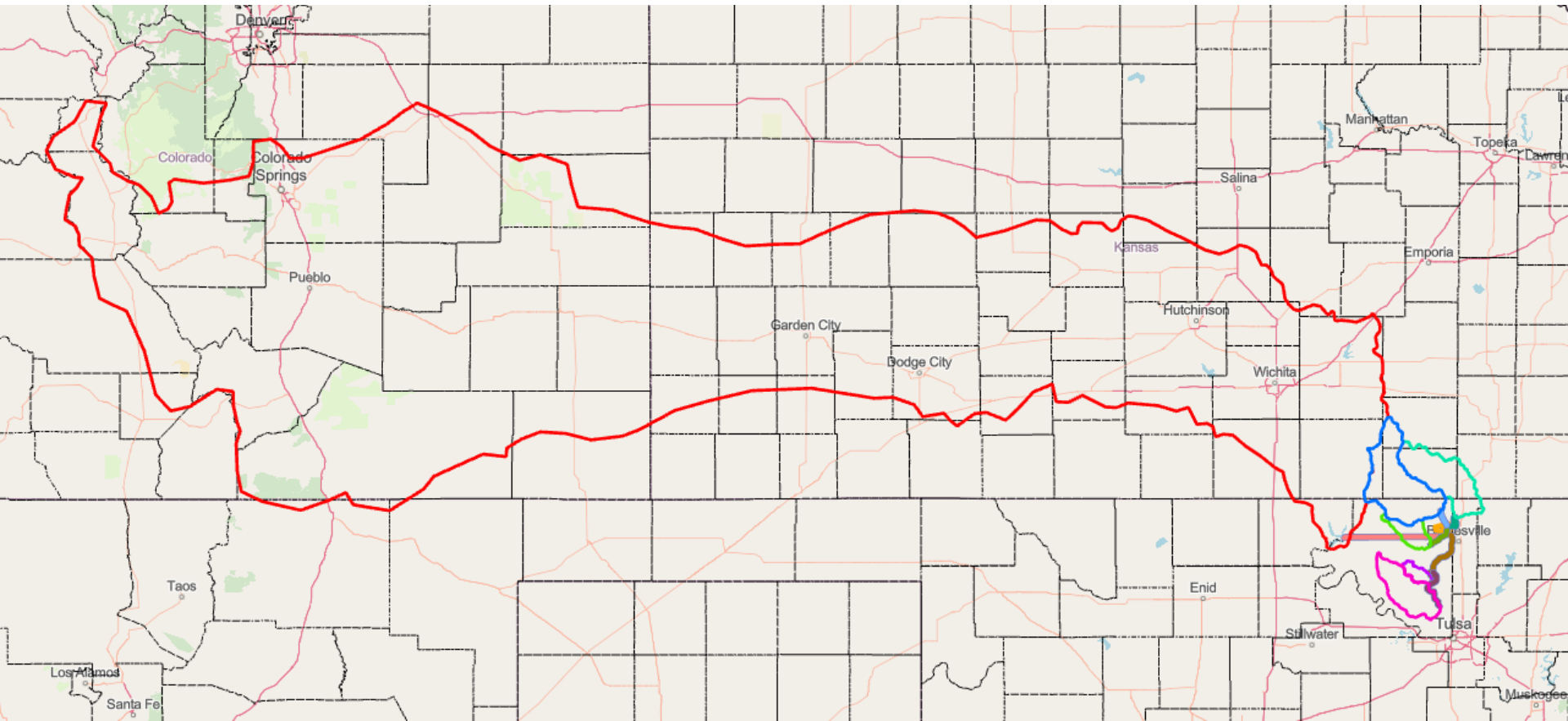
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66 sq mi
3.0 mgd available
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WTP

RESERVIOR OPTIONS



SUPPLEMENTAL WATER SUPPLY OPTIONS

TARGET SECURING BETWEEN
10 TO 16 MGD FOR LONG TERM SUPPLY

SOURCE	WATERSHED SIZE (SQ. MI)	WATER YIELD (mgd)	COST**	COST per MGD	NOTES
HULAH LAKE	732	10	\$ 42,500,000	\$ 4,250,000	REALLOCATE 10 MGD (10%) OF FLOOD CONTROL TO WATER SUPPLY. EXISTING INFRASTRUCTURE FROM HULAH TO HUDSON CAN CONVEY 10 MGD. PIPELINE AND PUMP STATION UPGRADE NOT NEEDED IMMEDIATELY, COST TO SECURE WATER STORAGE RIGHTS WOULD BE APPROX. \$1.25MM/MGD
COPAN LAKE	505	12.5	\$ 70,000,000	\$ 5,600,000	SECURE REMAINING 2 MGD THROUGH PARTNERSHIP WITH THE TOWN OF COPAN, REALLOCATE 10 MGD (10%) OF FLOOD CONTROL TO WATER SUPPLY
KAW LAKE	38,771	14	\$ 150,000,000	\$ 10,714,286	40 MGD IS AVAILABLE AT KAW, INCREASING THE YIELD UP TO 18 MGD WILL LIKELY NOT IMPACT THE PUMP STATION AND PIPELINE COST SIGNIFICANTLY
SKIATOOK LAKE	354	8.5	\$ 85,000,000	\$ 10,000,000	COST DOES NOT INCLUDE PURCHASING STORAGE RIGHTS AT SKIATOOK OR BIRCH, WILL HAVE THIS COST BY SEPT. 11. YIELD FROM SKIATOOK LAKE IS 5.5 MGD, IF GO TO SKIATOOK WOULD PICK UP YIELD FROM BIRCH AS WELL.
SAND LAKE	137	12	\$ 130,000,000	\$ 10,833,333	COST DOES NOT REFLECT MITIGATION FOR MINERAL RIGHTS OR CULTURAL/ARCHAEOLOGICAL IMPACTS
POTABLE WATER FROM COLLINSVILLE/SKIATOOK/TULSA	N/A	3	\$ 50,000,000	\$ 16,666,667	PURCHASE TREATED WATER (1 MGD FROM COLLINSVILLE AND 2 MGD FROM TULSA/SKIATOOK).
BIRCH LAKE	66	3	\$ 55,000,000	\$ 18,333,333	COST DOES NOT INCLUDE PURCHASING STORAGE RIGHTS, WILL HAVE COST BY SEPT. 11
ADA-VAMOOSA AQUIFER	N/A	UNKNOWN	UNKNOWN		TO DETERMINE THE YIELD AND SUITABILITY OF WATER FOR USE, WILL NEED TO SPEND \$100k FOR A WELL STUDY