



**REGULAR MEETING OF THE  
BARTLESVILLE CITY COUNCIL  
Monday, October 2, 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 Kristy Rogers, First Presbyterian Church.**
- 4. Citizens to be heard.**
- 5. City Council Announcements and Proclamations.**
  - Recognition and presentation of Meritorious Service Award to Firefighter Cody Nissen. Presented by Fire Chief David Topping.
  - National Fire Prevention Safety Week-October 8-14, 2023
  - National Colonial Heritage Month-October 2023.
  - Domestic Violence Awareness Month-October 2023
  - Mental Illness Awareness Week-October 1-7, 2023
  - Manufacturing Month – October 2023
  - National American Indian Heritage Month – November 2023.
- 6. Authorities, Boards, Commissions and Committee Openings**
  - One opening on the Ambulance Commission
  - One opening on the Bartlesville Library Trust Authority
  - One opening on the Library Board
  - One upcoming opening on the Park Board
- 7. Consent Docket**
  - a. Approval of Minutes**
    - i. The Regular Meeting Minutes of September 5, 2023.
    - ii. The Special Joint Meeting of the City Council and the Bartlesville Development Authority on September 19, 2023.
  - b. Approval or Ratification of Appointments to Authorities, Boards, Commissions, and Committees.**
    - i. Reappointment of Mr. Graeme Biggs to his first full-term of three years on the Bartlesville Community Center Trust Authority at the recommendation of Mayor Copeland.
    - ii. Reappointment of Mr. Jon Lindblom, DDS to his first full-term of three years on the Park Board at the recommendation of Vice Mayor Curd.
    - iii. Appointment of Mr. Richard Keim and Mr. Harry Deathe to three year terms each on the Community Center Trust Authority at the recommendation of Mayor Copeland.
    - iv. Appointment of Mr. Bill Weintz to fill an unexpired term on the Street and Traffic Committee at the recommendation of Mr. Roszel.

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

- i. Lease Agreement between Custom Molding Services Inc., the Bartlesville Police Department and the City of Bartlesville for use of their building to provide a satellite office with 24 hour access for special operations in the amount of \$300 per month.
- ii. Contract between the City of Bartlesville/Bartlesville Public Library and Polaris Integrated Library System that will provide training for three library employees to learn about cataloging and acquisitions modules in Polaris, the software used to manage the library's collections in the amount of \$1,050.00.
- iii. Lease Agreement between the City of Bartlesville and Intuitech for equipment to conduct a pilot study for the Wastewater Treatment Plant Expansion Improvements in the amount of \$112,982.
- iv. Service Agreement between the City of Bartlesville and OKWIN LMR with the State of Oklahoma to allow the City to connect to and communicate on the State's system and allow the expansion of the 800MHz system to the NE corner of Oklahoma, the area currently lacking in coverage.
- v. Three-year Business Services Agreement between the City of Bartlesville and BTC to complete connection with a dedicated circuit that is required from the City to the State's central location in the amount of \$700 installation fee and a \$1,000 monthly fee.
- vi. Encroachment Agreement and Release of Liability with First Presbyterian Church for playground equipment that encroaches upon a portion of Dewey Avenue Right-of-Way.
- vii. Amendment No. 1 to the Design Contract with Heckenkemper Golf Course Design for design of the greens rebuild for Adams Municipal Golf Course.
- viii. Development Agreement between Arcadian Housing, LLC/LW Development, LLC and the City of Bartlesville relating to the development of the Arcadian Housing project located in Oak Wood Addition, Bartlesville, Washington County.
- ix. Agreement for Professional Planning and Landscape Architecture Services with Half Associates, Inc. for a Comprehensive Plan for the City of Bartlesville.
- x. Approve the Engagement Letter for audit services with Arledge and Associates P.C.
- xi. Contract between the City of Bartlesville/Bartlesville Public Library Literacy Services and the Oklahoma Department of Libraries for funds to schedule and coordinate a variety of health and wellness programs for the Bartlesville community.

**d. Approval of Resolutions**

- i. Amending the budget for the City of Bartlesville, Oklahoma for Fiscal Year 2023-24 appropriating unanticipated donation revenue for the Golf course Memorial Fund.

**e. Acceptance of Audit**

- i. Acceptance of the City of Bartlesville 2022 Financial Audit Report.

**f. Bartlesville NEXT Report**

- i. Bartlesville NEXT Progress Report – October 2023

**g. Receipt of Financials**

- i. Interim Financials for two months ending August 31, 2023.

8. **Discuss and take possible action to award Bid No. 2023-2024-008 for a Gravity Belt Polymer Feed System. Presented by Mr. Dorsey.**
9. **Discuss and take possible action to award Bid No. 2023-2024-009 for a Day Cab Truck Tractor for the Wastewater Treatment Plan. Presented by Mr. Dorsey.**

10. Public hearing, consideration, and possible action on a request by Josh and Kimberly Davis to close two (2) feet of the portion of the utility easement that runs north and south on the west side of the property in Lot 1, Block 4, Prairie Ridge Addition, Bartlesville, Washington County, Oklahoma. Presented by Micah Siemers, Director of Engineering.
11. Public hearing, consideration, and possible action on a request to rezone 1.85 acres from IP (Industrial Park)/PUD (Planned Unit Development) to C-5 (General Commercial)/PUD, and for approval of a PUD Site Development Plan on property located at 219 N Virginia Ave., from Keith and Christy McPhail of B the Light Mission Foundation. Presented by Larry R. Curtis, Director, Community Development.
12. Discuss and take possible action to adopt an Ordinance amending Ordinance 3277 pertaining to Bartlesville Municipal Code Section 7-17 Flood Prevention and Control. Presented by Micah Siemers, P.E. Director of Engineering.
13. Discuss and take possible action to adopt an Ordinance amending Chapter 17, Streets, Sidewalks, and Other Public Places, Article IV, Sidewalks, of the Bartlesville, Municipal Code concerning the Construction of Sidewalks. Presented by Larry R. Curtis, Director, Community Development.
14. Discuss and take possible action to adopt an Ordinance amending Chapter 12, article XI of the Bartlesville Municipal Code pertaining to Equal Access to Housing, Sections 12-179 and 12-185. Presented by Larry R. Curtis, Director, Community Development.
15. Discuss and take possible action on proposed amendments to Chapter 20, Division 7 of the Bartlesville Municipal Code pertaining to Water Shortages. Presented by Mike Bailey, City Manager.
16. New Business.
17. City Manager and Staff Reports.
18. City Council Comments and Inquiries.
19. Adjournment.

The Agenda was received and filed in the Office of the City Clerk and posted in prominent public view at City Hall at 5:30 p.m. on Thursday, September 28, 2023.

*Jason Muninger*

Jason Muninger, City Clerk/CFO

*/s/ Elaine Banes*

by Elaine Banes, Deputy City Clerk

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

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

Sparklight: Channel 56

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

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

*Recognition and presentation of Meritorious service award*

Attachments:

Meritorious Service award presented to Firefighter Cody Nissen

**II. STAFF COMMENTS AND ANALYSIS**

*Emails are attached listing action performed*

**III. RECOMMENDED ACTION**

*Recognition and presentation of awards*

## David R. Topping

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**From:** Barry L. Campbell  
**Sent:** Sunday, September 10, 2023 8:43 AM  
**To:** David R. Topping  
**Cc:** Jerry Berry; Tracy D. Roles  
**Subject:** Off duty actions

To whom it may concern,

I would like to bring to your attention the actions of one of your off duty firefighters. On the morning of September 8, 2023 at 9:30 am Cody Nissen was on his way home from the gym when he passed a unattended grass fire spreading towards a house, a newer SUV, and a classic Trans Am. Cody ran up to the house and started knocking on the door and checking for occupants. When he determined the house was empty he grabbed a rack and started knocking down the fire along the leading edge. Cody was doing all this while in shorts, crocs, and no shirt. I happened to pull up and see what was going on and ran into Ochelata to get a brush truck and have the department paged out. When I arrived back on scene with the truck Cody had single handedly kept the fire off the house and vehicles with nothing more than a rake.

In my professional opinion if it wasn't for the actions of off duty Bartlesville Firefighter Cody Nissen, a family would have lost at minimum two vehicles and possibly their home. One of the vehicles being a irreplaceable late model Trans Am that has been handed down through the family. Cody acted when he did not have the duty to do so. Because of his swift and selfless actions a family is not suffering from great loss.

Thank you for your time,

Ochelata Assistant Fire Chief  
Barry Campbell



## **Official Proclamation**

### **National Fire Prevention Safety Week October 8-14, 2023**

**WHEREAS**, the Bartlesville Fire Department has as part of their mission, to protect life, property and the environment, and their passion, the education of the public regarding fire prevention; and

**WHEREAS**, Fire Prevention Safety Week was started by the National Fire Protection Association (NFPA) in 1922 to commemorate the Great Chicago Fire of 1871; and

**WHEREAS**, Fire Prevention Safety Week teaches children and adults how to stay safe in the event of a fire; and

**WHEREAS**, the Bartlesville City Government shares the desire of the Bartlesville Fire Department, to convey to the citizens the importance of Fire Prevention and the proper use of smoke alarms; and

**WHEREAS**, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire.

**NOW THEREFORE**, I, Dale Copeland, Mayor, City of Bartlesville do hereby officially proclaim the week of October 8, 2023 as "National Fire Prevention Safety Week".

**IN WITNESS WHEREOF**, I hereunto set my hands and cause the Official Seal of the City of Bartlesville, Oklahoma, to be affixed this 2nd day of October, in the year of our Lord two thousand and twenty-three.

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Dale W. Copeland, Mayor

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

*Recognition and acknowledgement of October as Fire Prevention Month 2023  
October 8<sup>th</sup> – 14<sup>th</sup> 2023 is fire prevention week.*

Attachments:

Fire Prevention Campaign for 2023 is Cooking Safety Starts with You.

**II. STAFF COMMENTS AND ANALYSIS**

*General background info and detailed analysis*

**About Fire Prevention Week**

Since 1922, the NFPA has sponsored the public observance of Fire Prevention Week. In 1925, President Calvin Coolidge proclaimed Fire Prevention Week a national observance, making it the longest-running public health observance in our country. During Fire Prevention Week, children, adults, and teachers learn how to stay safe in case of a fire. Firefighters provide lifesaving public education in an effort to drastically decrease casualties caused by fires.

Fire Prevention Week is observed each year during the week of October 9th in commemoration of the Great Chicago Fire, which began on October 8, 1871, and caused devastating damage. This horrific conflagration killed more than 250 people, left 100,000 homeless, destroyed more than 17,400 structures, and burned more than 2,000 acres of land.

Bartlesville Fire Department will be providing fire safety talks and exercises with BPS students throughout the month of October.

**III. RECOMMENDED ACTION**

*Provide info on action requested by Council, if any*



## ***Official Proclamation***

### ***National Colonial Heritage Month October 2023***

**WHEREAS**, the John Plumb Chapter of the National Society Colonial Dames XVII Century of Tulsa is locally sponsoring National Colonial Heritage Month during the month of October 2023; and

**WHEREAS**, National Colonial Heritage Month brings to mind the first courageous settlers who arrived in America and who determined the direction for the formation of our country; and

**WHEREAS**, the members of this Society, by virtue of their lineal descent from those early arrivals, feel an obligation to work for the preservation of the priceless legacy that these early arrivals left to all American citizens; and

**WHEREAS**, they continue to convey the true meaning of the inheritance by reminding us that our privilege to live in a free country has stemmed from “loving our country, obeying its laws, respecting its flag and defending it against all enemies.”

**NOW THEREFORE**, I, Dale Copeland, Mayor of the City of Bartlesville, do hereby officially proclaim October, 2023 as “National Colonial Heritage Month” and encourage all citizens of the City of Bartlesville to observe this month as a means of reinforcing the priceless legacy that we inherit with our citizenship in order to help preserve our rich culture and heritage with deep respect for the principles upon which our great country was founded.

**IN WITNESS WHEREOF**, I hereunto set my hand and caused the Official Seal of the City of Bartlesville, Oklahoma, to be affixed this 2nd day of October, in the year of our Lord two thousand and twenty-three.

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Dale W. Copeland, Mayor





**Official Proclamation**  
*Domestic Violence Awareness Month*  
*October 2023*

**WHEREAS**, Domestic Violence is a serious crime that affects people of all races, ages, gender identities, socio-economic levels, religions, backgrounds, beliefs, and abilities, but often has a devastating effect on communities and groups impacted; and

**WHEREAS**, Oklahoma was recently ranked as having the highest occurrence of domestic violence in the nation. With about 49% of Oklahoma women and 41% of Oklahoma men experiencing some form of domestic violence in their lifetimes; and

**WHEREAS**, the impact of domestic violence is felt not only by individuals and families but also by communities and a nation as a whole; and

**WHEREAS**, the crimes of domestic and sexual violence violate an individual's privacy, dignity, security, and humanity due to the systematic use of physical, emotional, sexual, psychological, and economic control and/or abuse;

**WHEREAS**, victims should have help to find the compassion, comfort, and healing they need, and abusers should be punished to the full extent of the law;

**WHEREAS**, victims of violence should have access to medical and legal services, counseling, emergency and transitional housing, and other supportive services so that they can safely escape the cycle of abuse;

**WHEREAS**, we encourage domestic and sexual violence victims and their families to seek assistance from appropriate victim's services organizations;

**WHEREAS**, Domestic Violence Awareness Month provides an excellent platform to show support for the critical work being done by domestic violence advocates, victim service organizations, the prosecutors who hold offenders accountable, and law enforcement officers who continue to help keep our community safe; and

**WHEREAS**, Bartlesville joins with Ray of Hope Advocacy Center and other organizations across Oklahoma and nationwide in supporting domestic violence victims and survivors, the advocates and organizations who serve them, and holding offenders accountable in our great City of Bartlesville.

**NOW, THEREFORE**, I, Dale Copeland, Mayor of the City of Bartlesville, Oklahoma, hereby proclaim October 2023 as Domestic Violence Awareness Month.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Official Seal of the City of Bartlesville, Oklahoma, to be affixed this 2<sup>nd</sup> day of October in the year of our Lord, Two Thousand Twenty-Three.

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Dale W. Copeland, Mayor



## ***Official Proclamation***

### **MENTAL ILLNESS AWARENESS WEEK OCTOBER 1-7, 2023**

**WHEREAS**, one in four adults experience mental illness every year and approximately half of chronic mental illness begins by the age of 14 and three-quarters by age 24; and

**WHEREAS**, mental illness includes major depression, bipolar disorder, schizophrenia, anxiety disorders, posttraumatic stress disorder (PTSD), attention-deficit hyperactivity disorder (ADHA) and borderline personality disorder; and

**WHEREAS**, mental illness is a highly treatable medical illness affecting the brain and requiring the same concern as cancer, heart disease, diabetes and other illnesses; and

**WHEREAS**, scientific research is constantly working toward breakthroughs in the understanding of mental illness, resulting in more effective treatments to allow people to reclaim full and productive lives; and

**WHEREAS**, misunderstandings exist about many mental illnesses and our social culture often wrongly imposes stigma on mental illness that discourages people from seeking help when they need it; and

**WHEREAS**, every citizen and community can make a difference in helping to improve the lives of individuals and families affected by mental illness.

**NOW THEREFORE**, I, Mayor Dale Copeland, do hereby officially proclaim October 1 through October 7, 2023 as "Mental Illness Awareness Week", and to announce and invite the public to a special event on Saturday, October 7<sup>th</sup> starting at 5pm with silent auction and chili supper at 5:30 p.m. at the Redeemer Lutheran Church.

**IN WITNESS WHEREOF**, I hereunto set my hands and caused the Official Seal of the City of Bartlesville, Oklahoma, to be affixed this 2<sup>nd</sup> day of October, in the year of our Lord Two Thousand and Twenty-three.

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Dale Copeland, Mayor



## ***Official Proclamation*** **Manufacturing Month – October 2023**

**WHEREAS**, October is celebrated as Manufacturing Month in an effort to recognize the economic impact of our area manufacturers; and

**WHEREAS**, Manufacturing Month was developed to increase the exposure of manufacturing careers within the local area to students, educators, business owners, media and politicians to bridge the gap in the skilled labor shortage and create viable career pathways for students and adults; and

**WHEREAS**, a diverse range of manufacturers provide over 400 jobs for the Bartlesville Region and 131,000 jobs for the State of Oklahoma; and

**WHEREAS**, manufacturers help to drive the Oklahoma economy, with \$5.71 billion in manufactured goods exports in 2021; and

**WHEREAS**, manufacturers, economic development authorities, and educational systems such as the Bartlesville Development Authority, Bartlesville Public Schools, Tri County Technology Center, and the Oklahoma Manufacturing Alliance work together to promote careers within the manufacturing field; and

**WHEREAS**, over the next decade nationally, 4 million manufacturing jobs will likely be needed, and 2.1 million are expected go unfilled if more people are not inspired to pursue modern manufacturing careers; and

**WHEREAS**, the City of Bartlesville, Oklahoma appreciates its vibrant local manufacturers and joins in this national and state effort to help America's manufacturing industry continue to meet the global demand for American made products.

**NOW THEREFORE**, I, Dale Copeland, Mayor of the City of Bartlesville do hereby officially proclaim the month of October 2023 as "Manufacturing Month".

***IN WITNESS WHEREOF***, we hereunto set our hands and caused the Official Seal of the City of Bartlesville, Oklahoma, to be affixed this 2nd day of October, in the year of our Lord two thousand and twenty-three.

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Dale W. Copeland, Mayor



## ***Official Proclamation***

### ***National American Indian Heritage Month November 2023***

***WHEREAS***, the history and culture of our great nation have been significantly influenced by American Indians and indigenous peoples; and

***WHEREAS***, the contributions of American Indians have enhanced the freedom, prosperity, and greatness of American today; and

***WHEREAS***, their customs and traditions are respected and celebrated as part of a rich legacy throughout the United States; and

***WHEREAS***, Native American Awareness Week began in 1976 and recognition was expanded by Congress and approved by President George Bush in August 1990, designating the month of November, as National American Indian Heritage Month; and

***WHEREAS***, in honor of National American Indian Heritage Month, community celebrations as well as numerous cultural, artistic, educational, and historical activities have been planned.

***NOW THEREFORE***, I, Mayor Dale Copeland, Mayor, City of Bartlesville, do hereby officially proclaim the month of November, 2023 as “National American Indian Heritage Month” and encourage all citizens of the City of Bartlesville to observe this month with appropriate programs, ceremonies and activities.

***IN WITNESS WHEREOF***, we hereunto set our hands and caused the Official Seal of the City of Bartlesville, Oklahoma, to be affixed this 2<sup>nd</sup> day of October, in the year of our Lord two thousand and twenty-three.

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Dale W. Copeland, Mayor



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

**MINUTES OF THE  
REGULAR MEETING OF THE  
BARTLESVILLE CITY COUNCIL  
Tuesday, September 5, 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 August 31, 2023 at 5:00 p.m.)

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

City staff present were Mike Bailey, City Manager; Tracy Roles, Assistant City Manager; Jess Kane, City Attorney; Jason Muninger, City Clerk/CFO; Micah Siemers, Director of Engineering; Terry Lauritsen, Director of Water Utilities; Kelli Williams, Chief Communications Officer; Larry Curtis, Director of Community Development; Fire Chief David Topping; Police Chief Kevin Ickleberry; Steve Roper, Engineering; and Elaine Banes, Executive Assistant.

- 1. The business meeting of the Bartlesville City Council was called to order at 5:30 p.m. by Mayor Copeland.**
- 2. Roll Call was held and a quorum established.**
- 3. The invocation was provided by Pastor Stephen Carl, First Presbyterian Church.**
- 4. Citizens to be heard.**

Jimmy Williams and Jim Quillen provided information about the use of minibikes on residential streets in Oak Park, and the danger this imposes on those who live in Oak Park.
- 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. In addition, prior to this presentation, Assistant City Manager paid tribute to Retired Police Officer Jim Meyer who passed away the week prior to the meeting.
  - Constitution Week Proclamation September 17-23, 2023. Presented by Councilmember Billie Roane. Ms. Roane encouraged citizens to take time to read the Constitution.
- 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

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

## **7. Consent Docket**

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

- The Regular Meeting Minutes of August 7, 2023.

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

- 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**

- Amending the budget of the City of Bartlesville for FY 2023-2024 appropriating grant funds from the Cherokee Nation for the Restricted Revenue Fund.
- 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**

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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**

- 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

Mayor Copeland read the consent docket in its entirety. Ms. Roane pulled Item 7.b.i. for further discussion.

Mr. Dorsey moved to approve the consent docket as presented except for Item 7.b.i., seconded by Vice Mayor Curd.

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

**7.b.i. 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.

Ms. Roane acknowledged each appointee and their attributes regarding their interest in serving their community and serving on the Board of Adjustment.

Ms. Roane moved to approve Item 7.b.i. as presented, seconded by Mr. Roszel.

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

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

Mayor Copeland moved to award bid 2023-2024-004 to Bartlesville Redi-Mix, and on certain occasions when the awarded bidder cannot provide materials in a timely manner, the City reserves the right to use an alternate supplier, as presented, seconded by Ms. Roane.

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

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

Mayor Copeland moved to award bid 2023-2024-005, Part I and II to Bison Materials LLC of Bartlesville, Oklahoma, as presented, seconded by Vice Mayor Curd.

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

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

Mayor Copeland moved to award Bid 2023-2024-006 to Conrad Fire Equipment in the amount of \$724,844.88 with the remainder of the budget, \$174,155.12, to be used to purchase all tools and equipment required to put this apparatus in service. as presented, seconded by Mr. Dorsey.

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

**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.**

Mr. Dorsey moved to award Bid 2023-2024-007 to J. Graham Construction, Inc, Coffeyville, Kansas, in the amount of \$441,122.00 as presented, seconded by Ms. Roane.

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

**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 3<sup>rd</sup> Addition, Phase 2, Bartlesville, Washington County, Oklahoma. Presented by Micah Siemers, P.E., Director of Engineering.**

Mr. Siemers reported that 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 four feet from the property line and that ATT had a pedestal approximately four 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. PSO and AT&T both stated that they agree with vacation of the north 7.5 feet as proposed. This will still provide enough room for them work on existing facilities while removing the encroachment.

The Mayor opened the public hearing at 6:46 p.m. There being no one appear to speak, the Mayor closed the public hearing at 6:46 p.m.

A brief discussion covered how citizens need to check setbacks and easements before proceeding with additions in order to minimize these types of occurrences. Calling the City or use of the GIS system is highly encouraged and recommended.

Mr. Roszel moved to adopt the ordinance to close the utility easement as presented, seconded by Mr. Dorsey.



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

**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.**

Mr. Bailey reported that on December 10, 2021, the City entered into an MOU with First Christian Church (FCC) 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. Six proposals were received, but the one favored by the review committee was Buffalo Roam. Buffalo Roam 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 Buffalo Roam. The term sheet memorializes these negotiations, with major terms summarized as follows:

**City responsibility:**

- Provide \$2M in funding via the Economic Development Fund and BRTA TIF #1
  - o Funds will be placed in escrow. Disbursements will require approval of new Bartlesville Film Authority
  - o Buffalo Roam 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 Buffalo Roam
- Provide early access via lease to Buffalo Roam

**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

Mr. Bailey continued that Buffalo Roam would like to move quickly in order to have the facility ready for the film institute by the middle of next year. As such, all parties 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

Mr. Bailey added that the roof is in of immediate repair and that within these terms, Buffalo Roam will be allowed early access to begin construction. The company will have access to \$280,000 of the \$2 million property allowance during the early access period to repair the roof. Also, part of the agreed upon terms is that all funding will be approved from a yet to be formed Bartlesville Film Authority (BFA). He stated that he hoped to have the BFA information available for approval by the Council at their October 2, 2023 Regular Meeting. Until its formation, the City can act as interim approval authority.

A brief discussion covered that no funds will be expended until all documents are signed and delivered; that the Bartlesville Development Authority is not included in the documents since it is a recommending authority, whereas the Bartlesville Redevelopment Authority is the managing TIF 1 authority; that Mr. Roszel would like to add additional people to the Bartlesville Film Authority; that Mr. Bailey will amend the term sheet to reflect “at least five trustees” to serve on the BFA; and that the BFA will act as an Advisory Board to the Council.

Vice Mayor Curd moved to approve the term sheet, as amended, seconded by Ms. Roane.

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

**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.**

Mr. Kane reported that in order to ensure that the City is in a position to transfer the First Christian Church property to Buffalo Roam upon closing, the City needs to have an option that clearly defines its rights to the property. The proposed lease agreement with purchase option ensures that the City will be in a position to accept and subsequently transfer the property. The proposed lease agreement also includes that Buffalo Roam will keep and provide access to the columbaria in the church for five years. At that time if the Board of First Christian Church has not found a location for it, the City will make arrangements at White Rose Cemetery. The agreement also states that the stained glass windows are preserved and that the name “First Christian Church” remains on the building. Also included is the right to early access for Buffalo Roam to begin repairing the roof.

A brief discussion covered how if the deal with Buffalo Roam does not work out, the City is only committed to a year lease with First Christian Church; that there are termination provisions included in the agreement; and the Mayor commending all parties on working well together.

Vice Mayor Curd moved to approve the Lease Agreement as presented, seconded by Mr. Dorsey.

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

**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 2<sup>nd</sup> 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.**

Mr. Curtis reported that the subject tract is zoned RS-7/PUD, Single-Family Residential/Planned Unit Development. 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, and in accordance with the Subdivision Regulations which 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. Platting is also required for any land which has been rezoned upon application of a private party. The preliminary plat for The Delaware Tribe Community Improvement Project 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 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.

Continuing, Mr. Curtis reported that the applicant also submitted a final plat 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 seven 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.

In conclusion, Mr. Curtis stated that 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 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.

Ms. Roane moved to approve the Final Plat with conditions as presented, seconded by Mr. Dorsey.

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

**16. Discuss and take possible action to accept the 2023 Sidewalk Survey Report. Presented by Larry R. Curtis, Director of Community Development.**

Mr. Curtis, using a PowerPoint, provided a thorough report of the survey results. The response was deemed good with 677 responses which is roughly about 3% of the population. A copy of the report can be obtained in the City Manager's Office or from Mr. Curtis in the Community Development Office, both located on the 2<sup>nd</sup> floor of City Hall.

Specific points covered in the meeting are highlighted below:

**What is the status of our sidewalk polity?**

The current sidewalk policy is under review to better align with the needs and expectations of the Bartlesville community. While the existing policy does cover some important aspects like Critical Sidewalk Areas and Fee-in-Lieu options, there is room for improvement in terms of transparency, community involvement and maintenance responsibilities.

**Why did we need a survey?**

We needed a survey to gather community feedback and understand the practical challenges and expectations residents have concerning sidewalk infrastructure in Bartlesville. Without direct input from those who use and experience these amenities daily, policymaking would be less targeted and potentially less effective.

**What was the survey intended to accomplish?**

The survey aimed to provide an in-depth understanding of several aspects related to Bartlesville's pedestrian infrastructure. It was designed to gather data on daily usage patterns, feelings of safety, unique challenges, and preferred areas for improvement. This information would then inform policy amendments and targeted infrastructure investments.

**What were the major findings?**

- High demand for sidewalks in specific residential areas lacking them.
- Eliminating of Orphaned Sidewalks through connectivity.
- Concerns over the safety of existing sidewalks, especially in high-traffic areas.
- A preference for better connectivity, specifically between residential and commercial zones.
- A call for better maintenance of existing sidewalks.

**How will these findings influence how the City moves forward on this issue?**

The findings will guide a more community-centric revision of the existing sidewalk policy. Key areas of focus will include:

- Prioritizing new sidewalk installations in areas identified as high-need by the community.
- Allocating funds for the repair and maintenance of existing sidewalks that have been flagged as unsafe.

- Ensuring transparency and continued community involvement through annual reports and possible consultations.
- Potentially revising fee-in-lieu options and related policies to reflect community sentiment and needs better.

**What Is the next step?**

Acceptance of the study and moving forward with the five goals with objectives that have been identified by the City Council. Those goals are to:

- Enhance Sidewalk Infrastructure and Maintenance.
- Expand and Connect Orphaned Sidewalks.
- Revise Existing Ordinances to Align with Survey Insights.
- Improve Amenities Among Sidewalks for Enhanced Pedestrian Experience.
- Encourage Community Investment in Sidewalk Infrastructure.

Discussion followed the presentation that covered how the development of sidewalks are approved and improved per development; that there are no survey comparisons at this time since this was the first survey of its type in Bartlesville; and on educating citizens that sidewalks are the responsibility of homeowners per City Ordinance and State Statute.

Mr. Roszel moved to receive the 2023 Sidewalk Survey Report as presented, seconded by Mr. Dorsey.

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

**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.**

Mr. Lauritsen reported that on August 30, 2023, the Bartlesville Water Resources Committee (BWRC) met in an open meeting in the first-floor conference room of City Hall. The Committee reviewed the PowerPoint, included in Council’s packet and had lengthy discussions about next steps to secure our long-term water future. During these discussions, Staff proposed to recommend to the City 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 now officially asking the Council to place a temporary hold on the water restrictions identified in our ordinance. The timing of this is crucial, since water supply has dropped to 68% which triggers Stage 2 of the water restrictions at this time. Without Council action to place a hold on these restrictions, Staff will begin enforcing the Stage 2 restrictions following the Council meeting which includes limiting outdoor watering to twice a week, closing splash pads, and limiting the organization of the City water usage, with the exception of raising water rates. Mr. Lauritsen reviewed the PowerPoint of information in detail.

Discussion ensued regarding how water supply continues to be an urgent issue; the average water usage in September; the need for the BWRC to develop a current drought oriented policy; the discharge amounts from Hulah and Copan lakes; and that citizens need to continue to conserve water.

Vice Mayor Curd stated that he did not agree to the temporary hold on Stage 2 restrictions until the BWRC could meet again and provide recommendations. It is his opinion that the

Stage 2 restrictions should go into effect immediately. Mr. Bailey added that if that is how the Council voted, then Stage 2 would be enacted, except for the raising of the rates which would have to have separate action through Resolution. He also stated that if the BWRC did not have a recommendation by the October 2 City Council meeting, and if no action was taken at tonight's meeting to enact Stage 2, then the City Council could vote to enact Stage 2 restrictions on October 2.

Vice Mayor Curd moved to place a temporary hold on the enforcement of the Water Restriction Ordinance pending a review of the drought contingency plan by the Bartlesville Water Resource Committee, or until the next City Council meeting, seconded by Mr. Dorsey.

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

#### **18. New Business.**

There was no new business to address.

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

Mr. Bailey reported that due to the Labor Day Holiday yesterday, Monday trash service will be picked up tomorrow, Wednesday, 9/6/23.

Mr. Siemers provided an update on the Civitan Park cover.

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

Mayor Copeland encouraged citizens to continue conserving water.

He also announced that due to a computer glitch, the streaming service for the meeting tonight was not working the first hour of the meeting.

Ms. Roane announced the Back to Bartlesville Fly-In that is scheduled for September 22-23 at the Bartlesville Municipal Airport. She encouraged citizens to attend. Tickets per car are \$10 for the day's activities.

#### **21. There being no further business to address, Mayor Copeland adjourned the meeting at 9:08 p.m.**

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Dale W. Copeland, Mayor

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Jason Muninger, CFO/City Clerk



**MINUTES OF THE SPECIAL MEETING  
OF THE BARTLESVILLE CITY COUNCIL AND  
BARTLESVILLE DEVELOPMENT AUTHORITY**

**Tuesday, September 19, 2023  
12:00 p.m.**

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

**Dale W. Copeland: 918-338-4282**

## **MINUTES**

(Notice of Meeting and Agenda were filed September 15, 2023 at 10:00 a.m.)

1. Mayor Copeland called the meeting of the Bartlesville City Council and Bartlesville Development Authority to order at 12:00 p.m.
2. Roll call was conducted and a quorum established.

**Present:** BDA Chair Gayle Lester, BDA Trustees Dr. Jamie Bennett, Diana Adams, Drew Ihrig and Chase Allcott.

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

**Also Present:** Mike Bailey, City Manager, Jess Kane, City Attorney, Jason Muninger, CFO/City Clerk, Laura Sanders, H.R. Director, Kelli Williams, Chief Communications Director; Micah Snyder, Senior Planner, Captain Jay Hastings, David Wood, BDA President, Chris Batchelder, Jared Patton and Laura Clark, Bartlesville Development Authority, David King, BDA Attorney; David Fauvre, Co-Founder and Chief Strategy Officer, Blue Whale Materials, and Brian Scupbach, Vice President for Engineering and Technology, Blue Whale Materials. Additionally, Jered Davidson, Public Finance Law Group, Dwayne Flynn and Ryan Shaffer, BDA's brokers at CBRE.

3. Citizens to be heard.

LaShelle Griffith voiced concerns regarding the recycling of lithium.

4. Presentation of business recruitment opportunity: Blue Whale Materials, a lithium-ion battery recycling operation in two vacant facilities in the Bartlesville Industrial Park.

*Presented by David Wood, Bartlesville Development Authority.*

Mr. Wood reported that in March the Bartlesville Development Authority (BDA) received an RFP from PSO's economic development office followed by contact from the Oklahoma Department of Commerce on behalf of Project Isotope searching for a location for the first lithium recycling facility in the United States. Blue Whale Materials, aka Isotope, selected Bartlesville for their facility. Keeco had vacated the 100,000 square foot facility as well as the BDA owned 50,000 square foot warehouse creating the potential to attract a higher value entity to Bartlesville, such as Blue Whale. He explained the high volume for lithium batteries for a variety of uses, and the subsequent need for lithium recycling. Blue Whale Materials have created a responsible process, separating the

materials with the highest value, and reselling them back into the marketplace. Their process also addresses the supply and waste issues of those materials not usable for resale. The BDA met with the Blue Whale Materials team and the City of Bartlesville team resulting in all parties being assured that all City codes would be followed.

Mr. Wood continued reviewing the deal points which is set out in the action items below. He reviewed the tenant improvements, and the properties that will be leased. The lease terms are \$344,813 per year, 3% escalator, three five year renewals; initial ramp up of 50 jobs at \$15,000 incentive which results in \$750,000 rent credits; Dec. 31, 2026 there will be an employee headcount with \$15,000 in incentives per job up to a maximum of 40 additional jobs over the 50 jobs baseline, potentially earning \$600,000 max in rent credit. This is done on actual headcount so it may vary. Blue Whale Materials will be making a substantial cap investment on the project of up to \$45,000,000 and has requested that the BDA serve as a conduit in issuance of the bonds. The City nor the BDA carry any credit risk associated with the bonds.

Jered Davidson, Public Finance Law Group, provided information and his company's history with the City and the BDA. Blue Whale Materials explored the opportunity to take advantage of a particular IRS code provision; Sec 142 which provides that qualified exempt facilities can apply for and receive an allocation of what is called private activity volume cap. This type of solid waste recycling facility qualifies. In order to use this provision, the company has to use a government conduit issuer, which in this case will be the BDA. The credit vetting process is rigorous, and Blue Whale Materials has undergone this vetting and been found to be a viable long term project. This is the first initial step relative to the issuance process with the inducement resolution action that will be taken by the BDA later in this meeting, and the City will then be required to act on the concurrence resolution since the City is the beneficiary of the BDA. The application will be submitted to the Deputy Secretary for Debt Management in the State Treasurer's Office for the allocation of private activity bond volume cap in the amount of \$45,000,000. Once awarded the volume cap, Mr. Davidson will continue to work with Blue Whale Materials to complete the financing portion, then return to the BDA and City for the required final approval. He confirmed with the Mayor that the City does not have any credit risk associated with the bonds.

Mr. Wood provided "housekeeping" items which included the lease termination with Keeco in which they will pay one half of the balance still owed in the amount of \$93,881, payable in three installments due by 12/15/23. Mr. Wood appreciated the firm CBRE for their part in negotiating with Keeco. Mr. Wood explained that once a tract in the Industrial Park becomes active, the City deeds the tract to the BDA, therefore BDA Attorney King prepared a quit claim deed for tracts 10, 11, 12 and 13 which will also be acted on further into the meeting by the City Council. The job created incentives that have been directed toward rent credits will flow from Economic Development Fund and will reimburse BDA for the rent credits.

The Mayor welcomed the Blue Whale team to the podium and asked them to provide additional information about their company. David Fauvre stated his appreciation to the BDA, City Council and media for welcoming them to Bartlesville. He provided information about Blue Whale, including how the business works. Mr. Scupbach, explained the process of recycling and refining of materials, such as the collection of all different types of batteries, the sorting process, the disposition process, and the removal of materials that are not reclaimed. Questions and discussion from the Trustees and Council ensued covering the process of contracts that are already in existence to bring batteries in to the plant as well as contracts to send out black sand to qualified refiners; that Blue Whale Materials is a certified recycler; that the process meets all criteria; that was first plant for this type of recycling was in Japan and used as a model; that batteries will be brought in by truck estimated at 14000 metric tons per year, 700 trucks a year, 40-50 a month; how



black mass is not a hazardous waste; that batteries are universal waste, and there are specific rules about transporting and storing. Additionally discussion covered how ODEQ and other related agencies have been involved in how to handle the process legally and safely; that additional power capability will be added to the facilities; that some water will be used although the facility will have an internal process of water treatment and will be reclaimed, approved by the City water utilities director; that wastewater will only be a small percentage and will be hauled off by companies that handle this externally with no discharge on site; that fire protection is a big consideration and the Blue Whale Materials process is intentionally designed to handle this; that the Tulsa Recycling Center was not set-up for lithium battery recycling therefore it increased the fire danger; that Blue Whale Materials hired a fire protection engineering firm as well as a consulting company who has written code for international fire standards for this type of business, and drills will be held with local first responders. Continued discussion covered how there will be internal and external storage determined by the type of battery; that indoor storage is for low risk items, that outdoor storage is set-up using the standards and codes that the consulting company has written; explanation of storage of black mass; and how Bartlesville is a central location which is very strategic since materials come in from around the world.

## **BDA TRUSTEES**

BDA Chair Lester took the gavel for this portion of the meeting reading each item and calling the vote for each individually.

5. Discuss and possibly take action by BDA approving a ten (10) year lease of BDA-owned 50,000 sqft warehouse at 7323 International Court and Lots 3, 10 & 11 (with first right of refusal for Lots 12 & 13) to Blue Whale Materials for a total base rental of \$3,952,835 to include up to \$1,000,000 in BDA-funded tenant improvements. *Subject to approval of City Council Item 9.*

*Presented by David Wood, Bartlesville Development Authority.*

Mr. Allcott moved to approve the lease as presented, seconded by Mr. Ihrig.

Ayes: Mr. Allcott, Mr. Ihrig, Ms. Adams, Dr. Bennett, Chairman Lester

Nays: None

Motion: Passed

6. Discuss and possibly take action by BDA approving a Development Agreement between the Bartlesville Development Authority and Blue Whale Materials providing \$750,000 in rent credits applicable to the first 25 months, and up to \$600,000 (\$15,000 per FTE above 50) as of January 2026 applicable against monthly rent until exhausted. *Subject to approval of City Council Item 10.*

*Presented by David Wood, Bartlesville Development Authority.*

Mr. Allcott moved to approve the Development Agreement as presented, seconded by Mr. Ihrig.

Ayes: Mr. Allcott, Mr. Ihrig, Ms. Adams, Dr. Bennett, Chairman Lester

Nays: None

Motion: Passed

7. Discuss and possibly take action by BDA approving an agreement with Keeco, LLC terminating the lease

expiring on July 31, 2025 on October 15, 2023 with Keeco paying an early termination fee to BDA of \$93,881 in three equal installments, due no later than the Termination Date, November 15, 2023, and December 15, 2023. *Subject to approval of City Council items 9 & 10.*  
*Presented by David Wood, Bartlesville Development Authority.*

Mr. Allcott moved to approve the Lease Terminating Agreement with Keeco, LLC as presented, seconded by Mr. Ihrig.

Ayes: Mr. Allcott, Mr. Ihrig, Ms. Adams, Dr. Bennett, Chairman Lester  
Nays: None  
Motion: Passed

8. Discuss and possibly take action by BDA with respect to a resolution regarding request of Blue Whale Materials, LLC for the issuance of one or more series of private activity bonds and inducement thereof; authorizing the filing of one or more applications for required designations or allocation of volume cap; and authorizing other actions, requests, approvals, and consents related thereto.

*Presented by Jered Davidson, Public Finance Law Group.*

Mr. Allcott moved to approve the resolution as presented, seconded by Mr. Ihrig.

Ayes: Mr. Allcott, Mr. Ihrig, Ms. Adams, Dr. Bennett, Chairman Lester  
Nays: None  
Motion: Passed

## CITY COUNCIL

Mayor Copeland took the gavel for this portion of the meeting and read each item in its entirety. Roll call was conducted by the Deputy City Clerk.

9. Discuss and possibly take action by the City Council to transfer ownership of Lots 10, 11, 12 & 13 of Section III, Bartlesville Industrial Park, to the Bartlesville Development Authority via Quit Claim Deed.

*Presented by David Wood, Bartlesville Development Authority.*

Vice Mayor Curd moved to approve transfer of ownership via Quit Claim Deed as presented, seconded by Ms. Roane.

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

10. Discuss and possibly take action by the City Council to reimburse BDA via the Economic Development Fund for employment-based rent credits (incentives) provided to BWM by BDA up to \$750,000 through month 25, and up to a maximum of \$600,000 based on FTE headcount greater than 50 on December 31, 2026, as specified in the Development Agreement.

*Presented by David Wood, Bartlesville Development Authority.*

Vice Mayor Curd moved to approve reimbursement to BDA via the Economic Development Fund as presented, seconded by Mr. Dorsey.

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

11. Discussion and possible action by the City Council with respect to a resolution authorizing the Bartlesville Development Authority to issue its not to exceed \$45,000,000 revenue bonds or notes by negotiated sale; and containing other provisions relating thereto.

*Presented by Jered Davidson, Public Finance Law Group.*

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

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

12. There being no further business to address, Mayor Copeland adjourned the meeting at 12:45 p.m.

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Dale W. Copeland, Mayor, City of Bartlesville

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Jason Muninger, CFO/City Clerk

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Gayle Lester, Chairman, BDA

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Dr. Jamie Bennett, BDA Secretary/Treasurer

**Elaine Banes**

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**From:** Dale Copeland, Bartlesville <copeland4bville@aol.com>  
**Sent:** Thursday, August 17, 2023 11:44 AM  
**To:** Elaine Banes  
**Cc:** Val Callaghan  
**Subject:** Recommended reappointment of Community Center Trust Authority member

CAUTION: External Source. THINK BEFORE YOU CLICK!

Elaine,

Today the Community Center Trust Authority (BCCTA) voted to recommend that the City Council consider and approve the appointment of Mr. Graeme Biggs to a first full term on the BCCTA. Mr. Biggs was previously selected to complete the unexpired term of Mike Huff. That term concludes on October 31, 2023.

Please place this item on an appropriate future City Council agenda for consideration and possible approval.

Thanks,  
Dale



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

Consider and take action on a request to reappoint Jon Lindblom, DDS to the Park Board for his first full three-year term.

Attachments: None

**II. STAFF COMMENTS AND ANALYSIS**

Jon Lindblom was appointed in June of 2022 to fill the unexpired term of Stephen Kucera. Said term expires October 2023. Since his appointment, Jon's tenure on the Park Board has been exemplary. His commitment and dedication have made a noticeable impact. He has indicated a desire to continue serving should he be reappointed.

**III. RECOMMENDED ACTION**

Staff is recommending that Jon Lindblom be reappointed for his first full three-year term.

**Elaine Banes**

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**From:** Val Callaghan <vcallaghan@bartlesvillecenter.com>  
**Sent:** Thursday, September 28, 2023 11:10 AM  
**To:** Elaine Banes  
**Cc:** Dale Copeland  
**Subject:** Nominations for BCC TA from Mayor Copeland

CAUTION: External Source. THINK BEFORE YOU CLICK!

Good morning Elaine,

Mayor Copeland asked that I reach out to you to add the following to respective City Council agendas:

- Recommend Richard Keim + Harry Deathe to the City Council to fill the two current open positions at October meeting.
- Recommend Mr. Baffer to replace Tawny Saddoris, whose term expires 11/30/23, at December meeting.

Thank you so much and have a lovely day!

Val Callaghan  
Managing Director  
The Center | Unity Square  
918.337.2787

[www.bartlesvillecenter.com](http://www.bartlesvillecenter.com) | [www.unitysquarebvl.com](http://www.unitysquarebvl.com)



**Elaine Banes**

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**From:** no-reply@bitbrilliant.com  
**Sent:** Tuesday, August 29, 2023 8:34 PM *Read EB*  
**To:** Elaine Banes  
**Subject:** New submission from Application for City Boards, Commissions, Committees & Trust Authorities  
*cc: Val Callaghan  
White Rose Board*

CAUTION: External Source. THINK BEFORE YOU CLICK!

**Please check the ones you wish to serve on:**

- Community Center Trust Authority

**Name**

Richard Keim

**Address**

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

**Home Phone**

(918) 335-3487

**Cell Phone**

(918) 440-5428

**Email**

[richardgeo@aol.com](mailto:richardgeo@aol.com)

**Ward Number**

5

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

I have a Bachelor Degree in Education from Emporia State University. I was a teacher for 37 years, the last 33 years with the Dewey Schools. I was a member of the former Oak Park Lions for eight years. I have been a youth coach at the YMCA, and Washington County Soccer Association.

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

I have served on the Library Board and the Sewer System Improvement Oversight Committee for six years. Currently serving on the White Rose Cemetery Board and the Ambulance Commission

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

The continued support of the Cultural Arts, for the citizens of Bartlesville and surrounding communities.

**Elaine Banes**

---

**From:** no-reply@bitbrilliant.com  
**Sent:** Wednesday, August 30, 2023 4:59 PM *Scott JB*  
**To:** Elaine Banes  
**Subject:** New submission from Application for City Boards, Commissions, Committees & Trust Authorities  
*cc: Val Callaghan  
Hale Copeland*

CAUTION: External Source. THINK BEFORE YOU CLICK!

**Please check the ones you wish to serve on:**

- Community Center Trust Authority

**Name**

HARRY DEATHE

**Address**

916 S CHEROKEE AVE  
BARTLESVILLE, OK 74003-5024  
[Map It](#)

**Home Phone**

(918) 977-0378

**Cell Phone**

(918) 977-0378

**Email**

[hdeathe@gmail.com](mailto:hdeathe@gmail.com)

**Ward Number**

4

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

Accounting degree from the University of Oklahoma  
Retired corporate accountant with CononoPhillips (35 years)

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

1999 graduate of Leadership Ponca City  
Past board member of the Bartlesville Public Schools Foundation (6 years)  
Past treasurer of the Bartlesville Public Schools Foundation (4 years)  
Current tour guide at Price Tower and The Center.

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

Further the maintenance and development of Unity Square and The Center so it continues to meet the needs of the citizens of Bartlesville.





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

**SUBJECT:**

Discuss and take action to appoint Mr. Bill Weintz to fill an unexpired term on the Street/Traffic Committee.

Attachment: Mr. Weintz application.

**II. STAFF COMMENTS AND ANALYSIS**

Matt Roark resigned from the Committee in July, leaving his three-year term open, expiring February, 2024. Mr. Weintz resigned from the Street/Traffic Committee in 2020 when the Covid outbreak was here because of his age. He expressed interest in serving on the Committee again per his application. He has served on the Little League Board of Directors and has volunteered for several charities in the past.

**III. RECOMMENDED ACTION**

Staff recommends to approve the appointment of Mr. Weintz to the Street/Traffic Committee, at the recommendation of Councilman Roszel.

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Council Member or Staff Member

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Date

# Kim D. Toulouse

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**From:** Elaine Banes  
**Sent:** Friday, August 18, 2023 10:51 AM  
**To:** Micah Siemers; Loren Roszel  
**Cc:** Kim D. Toulouse  
**Subject:** FW: New submission from Application for City Boards, Commissions, Committees & Trust Authorities

Good morning,

Please see Mr. Weintz's application below for your consideration.

Thank you,

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



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**From:** no-reply@bitbrilliant.com <no-reply@bitbrilliant.com>  
**Sent:** Thursday, August 17, 2023 4:38 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:**

- Street and Traffic Committee

**Name**

Bill Weintz

**Address**

3105 Wayside Dr.  
Bartlesville, OK 74006  
[Map It](#)

**Home Phone**

(191) 839-7539

**Cell Phone**

(918) 397-5399

**Email**

[billweintz28@gmail.com](mailto:billweintz28@gmail.com)

**Ward Number**

3 ???

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

Served on the board for over a year. Resigned when Covid outbreak was here because of my age and health. I see there is an opening and I would like to serve again. I believe I attended every meeting when I first served and should be able to again. I also have several college degrees which give me a wide range of knowledge.

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

Served on Little League Board of Directors for several years, as well as coaching or being an assistant coach in baseball, flag football and wrestling for my three sons for about eight years. Also served as a volunteer for several charities in the past.

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

Help overlook the maintenance and improvement of Bartlesville's city streets, do what is necessary to keep parking convenient for the citizens as well as do what is possible to make driving safe in Bartlesville.

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

Discuss and take possible action to approve a lease agreement between Custom Molding Services Incorporated, a corporation in the City of Bartlesville (Landlord) and the Bartlesville Police Department (Tenant), a department of The City of Bartlesville, an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution (“City of Bartlesville”).

Attachments:

Lease Agreement

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

The Bartlesville Police Department believes this lease agreement is needed to provide a satellite office with twenty-four-hour access for special operations that would enhance the mission of the department. This lease agreement shall be paid in the sum of \$300.00 per month or \$3600.00 annually.

## **III. RECOMMENDED ACTION**

Staff recommends that Council review and approve the lease agreement between Custom Molding Services Incorporated, a corporation in the City of Bartlesville (Landlord) and the Bartlesville Police Department (Tenant), a department of The City of Bartlesville, an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution (“City of Bartlesville”).

## LEASE AGREEMENT

This **LEASE AGREEMENT** (Agreement") is made this \_\_\_ of \_\_\_\_\_, 2023, by and between Custom Molding Services, Inc ("Landlord") and the City of Bartlesville, Oklahoma ("Tenant").

### RECITALS:

A. Landlord is the owner or authorized representative of Custom Molding Services, Inc. Located at 510 SW Adeline Ave, Bartlesville, OK. Tenant desires to lease an office space from the landlord for the purpose of providing a satellite office to the Bartlesville Police Department. The total space will consist of one office with access to common areas, parking lots, twenty-four-hour access to building with individual alarm codes. The office is located in the south west portion of the southern building of 510 SW Adeline Ave, Bartlesville, OK

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 the Landlord.

**NOW, THEREFORE**, in consideration of 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 the Tenant and Tenant hereby leases the Leased Premises from the Landlord. The Landlord reserves the right to relocate the Leased Premises (Office) to a comparable office on the premises and the Landlord agrees to pay any costs related.

2. **Terms and Renewal.** The term of this agreement begins on the date of execution and ends on September 30, 2024, unless terminated at an earlier date as provided herein. Upon 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 (1) year periods (running from September 1 to August 31 ) by mutual ratification of renewal by governing boards of the Landlord and Tenant.

3. **RENTAL.** The term of this Agreement begins on the date of execution and ends on September 30, 2024 in the amount of \$300.00 per month or \$3600.00 annually. 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 monthly basis due 30 days from date of the invoice and tenant agrees to pay such invoice promptly upon receipt. Invoicing and payment schedule may be changed by mutual agreement between the parties.

**4. Use.** The space will be used by tenant for the purpose of providing office and meeting place for tenant's police officers and no other purpose unless agreed upon by the Landlord. Tenant agrees that its operation in the office space will be in full and strict compliance with the requirements of applicable state, municipal and federal laws 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 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.** Tenant has agreed to provide their own furniture and office equipment 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 the Landlord's expense, normal utility services, including water, heating and air conditioning, sewer, refuse disposal and electricity. Routine custodial services can be provided by the Landlord at the request of the Tenant. Due to the nature and use of the Leased Premise, the Tenant may opt to provide their own custodial services.

**7. Liability Insurance.** Tenant shall furnish Landlord with a certificate of public liability insurance providing at least One Million Dollars (\$1,000,000.00) of combined single limit coverage. Tenant's insurance will be primary over any liability insurance of the Landlord. The certificate shall provide for at least ten (10) days written notice to the 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 against all liabilities, obligations, damages, claims or actions, and from all associated costs, including reasonable attorney's 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, that 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 Acts (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 address to the parties as follows:

If to Custom Molding Services, Inc.:	Tim Miller, Vice President 510 SW Adeline Ave. Bartlesville, OK 74003
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If to the Tenant:	Jason Muninger, City Clerk City of Bartlesville 401 S. Johnstone Bartlesville, OK 74003
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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 particularly the obligation in which Landlord claims that Tenant is in default. Upon the occurrence of an uncorrected event of default, after notice and opportunity 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) day's written notice to Landlord.

**12. Risk of Loss.** Landlord shall have no responsibility for any loss of, damage to, or

destruction 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 of Tenant's property., whether occurring on Landlord's premises or in the Leased Premises.

**13. 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 jurisdiction exists.

**14. Approvals and Consent.** 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, or both parties agree that such approval or consent will not be unreasonably withheld, conditioned, or delayed.

**15. Miscellaneous.** This instrument represents the entire understanding between the parties hereto concerning the subject matter hereof and may be modified only by 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 the Landlord.

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

CUSTOM MOLDING SERVICES INC, AND CITY OF BARTLESVILLE, OKLAHOMA

By Vice-President, Custom Molding Services, Inc. (Landlord)

\_\_\_\_\_

BY Mayor Dale Copeland

\_\_\_\_\_

Attest \_\_\_\_\_  
Clerk



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

Discuss and approve a contract between the City of Bartlesville/Bartlesville Public Library and Innovative Interfaces for three hours of training in the Polaris Integrated Library System.

Attachments: Statement of Work; Pricing Exhibit for Online Training

**II. STAFF COMMENTS AND ANALYSIS**

Training will be offered to three library employees to learn about the Cataloging and Acquisitions modules in Polaris, the software used to manage the library's collections. This training was budgeted for training new employees after the recent retirement of long-term employees. Proper training and use of this software is necessary for accurate record-keeping of the library's materials and expenses.

**III. RECOMMENDED ACTION**

Staff recommends City Council approval of this contract.



## Statement of Work

This Statement of Work (the "SOW") dated September 14, 2023, is entered into pursuant to the Master Professional Services Agreement between Bartlesville Public Library ("Client") and Innovative Interfaces Incorporated ("Innovative") effective as of February 23, 2018 (the "Agreement"). Innovative and Client may each be referred to as "Party" from time to time or collectively as "Parties".

### A. Purpose of this Statement of Work

The SOW provides an overview of the scope of the project and fees to complete the engagement based on Innovative's prior experience with similar projects and preliminary discussions with Client. The Client hereby acknowledges that the SOW is not meant to capture all detailed requirements but documents the high level requirements and implementation approach discussed and that additional detailed requirements discussions will be required to outline the full scope of work between the Parties.

### B. Project Scope of Services

The Scope of the project includes the following set of professional services:

#### 1. *Online Training – Three (3) hours*

Innovative will provide online training on topics as mutually agreed with the Client.

### C. Innovative Services Team

The Services Team will have the following resources available:

1. Trainer/Consultant: Your trainer/consultant is selected based on their knowledge of the specific modules and options that you will be implementing.

### D. Client Implementation Team

1. Librarian Lead – Works closely with Trainer/Consultant to ensure requirements are representative of the needs of the library. The Librarian Lead will coordinate with key members of the team as required.

### E. Implementation Assumptions

1. Timeline for the completion of this project will be established, through joint planning conversations between the client and Innovative during the initial stage of the project.
2. Client will have adequate resources available to ensure timely completion of any library tasks outlined in the project schedule.
3. Client will provide a technical point of contact who is able to provide, or coordinate access to, necessary information and library resources. This includes information related to server access, collecting and providing any prerequisite information required to support installation and configuration of software, and other needs that may arise during the project.




4. If commencement of service delivery is postponed at the customer's request until a date more than 2 (two) months after receipt of the customer's purchase order, the customer will be invoiced the full amount of the purchase order on the date 2 (two) months after the purchase order date, in advance of service delivery.
5. Training must be scheduled within six months of contract signing.

**F. Fees and Payment Terms**

Fees for Services delivered under this SOW will be charged on a fixed price basis as set forth in the attached Pricing Exhibit herewith and are made in good faith based on the activities, approach, and assumptions contained within the SOW. Payment terms for this SOW are as set forth in the Agreement. Any additional Change Requests will be performed at a blended rate of \$200 per hour for all resources. Additionally, Client is responsible for all reasonable out-of-pocket costs and expenses incurred during this SOW. Pricing assumes that deliverables in this Statement of Work are completed within six months or additional Services fees will apply.

IN WITNESS WHEREOF each party has caused this SOW to be executed by its duly authorized representatives.

**AGREED:**

<b>Client</b>	<b>Innovative</b>
<b>Bartlesville Public Library</b>	<b>Innovative Interfaces Incorporated</b>
By:	By: 
Name:	Name: Jeff Anusbigian
Title:	Title: VP, Sales Operations
Date:	Date: September 14, 2023



Part of Clarivate

Innovative Interfaces Incorporated  
789 E. Eisenhower Parkway  
Ann Arbor MI 48108  
United States

## Pricing Exhibit

<b>Date</b>	9/7/2023
<b>Quote #</b>	EST-INC16678
<b>Payment Terms</b>	Net 30
<b>Sales Rep</b>	Danelle Fullmer
<b>Technical Contact</b>	CU4948 Bartlesville Public Library :
<b>Site Code</b>	BART1810
<b>Expires</b>	12/6/2023

**Bill To**  
Bartlesville Public Library  
600 South Johnstone  
Bartlesville OK 74003  
United States

**Ship To**  
Bartlesville Public Library  
600 South Johnstone  
Bartlesville OK 74003  
United States

**Currency**  
US Dollar

Item	Item Category	Qty	Description	Options	Original Rate	Unit Price	Amount
Online Training	Training	3	Online Training - 3-hour training covering Cataloging/Acquisitions		350.00000004	350.00	1,050.00

**Total Fees** US\$1,050.00

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

Approval of Lease Agreement with Intuitech for equipment to conduct a pilot study for the Wastewater Treatment Plant Expansion Improvements.

*Attachments:*

Lease Agreement and exhibit

**II. STAFF COMMENTS AND ANALYSIS**

In September 2023, the City approved Amendment #1 with Tetra Tech to prepare the pilot study protocol for an Oklahoma Department of Environmental Quality (ODEQ) required pilot study on the reuse portion of the wastewater treatment plant expansion. This pilot study will evaluate if filtering is necessary, along with several chemical additions, prior to disinfection to meet required water quality standards established by the ODEQ. The pilot study will also test for numerous contaminants in the wastewater before and after the module as well as 100+ contaminants of emerging concern (CEC), which are trace contaminants (pesticides, pharmaceutical and personal care products, industrial, and hormones) not regulated by the EPA or ODEQ. In the process of finalizing the pilot study protocol, a self-contained rental unit meeting the required specifications for the process units needed for our study was discovered and available to lease in Utah. Since there are not an abundance of these units available, staff requested a price to lease this unit for 17 weeks, which is the anticipated timeframe needed to conduct the required runs and testing to evaluate the various treatment processes.

The attached lease provides a temperature-controlled container housing the chemical addition and filtration modules with all the needed instrumentation and sample ports to facilitate the pilot study. The cost of the unit is \$112,872, which includes transport and onsite assistance, for 17 weeks, with the option to extend the lease beyond the 17 weeks through a weekly extension (\$5,483 per week). The sampling and testing will be through a separate contract.

The lease agreement and exhibit showing the process units within the container are attached.

**III. BUDGET IMPACT**

Funding for the design services will be through the Wastewater Capital Reserve Fund. \$2,929,620 is available for the pilot study, testing and professional services portion of the project. The lease of this unit (\$112,872) is within the available budget.

**IV. RECOMMENDED ACTION**

Staff recommends approval of the lease agreement with Intuitech for the equipment to conduct a pilot study, along with the transport and onsite assistance, for \$112,872.

# Lease Equipment Agreement



This Agreement is effective as of 22 September 2023 by and between Intuitech, Inc., a Utah Corporation located at 2490 South 900 West, Salt Lake City, Utah (Lessor), and City of Bartlesville (Lessee).

- Lease.** The Lessor agrees to lease to the Lessee, and the Lessee agrees to lease and rent from the Lessor, the Equipment described below for the weekly rental rate specified according to the terms and conditions of this Agreement.

1.	GRANULAR MEDIA FILTRATION MODULE F1100	at	\$1,981	per week
2.	DISSOLVED AIR FLOATATION MODULE D1000	at	\$1,717	per week
3.	PILOT MODULE ENCLOSURE B500	at	\$1,785	per week
4.		at	\$0	per week
5.		at	\$0	per week
Weekly Total			\$ 5,483	per week
Duration Total*			\$93,211	Duration

\*does not include applicable sales tax as described in paragraph 12

- Additional Services.** Lessor will provide the following additional services.

1.		at	
2.		at	
3.		at	
4.		at	
5.		at	

- Onsite Assistance.** Lessor will provide 2 day(s) of onsite startup assistance and training to Lessee at a cost, inclusive of all labor, travel, and subsistence costs, not to exceed \$6,894 without prior written authorization from Lessee. The cost of these services will be charged on a time and materials basis.

- Transportation of Equipment.** The Lessor will arrange for transportation of the Equipment. The Lessee will pay the Lessor for the incurred freight costs. The estimated round-trip freight cost is \$12,767. Freight cost will be invoiced with the first and the last invoice. The Lessor will provide documentation confirming the incurred freight cost with the invoice. Lessor will insure the Equipment listed in Article 1 during shipping at its own cost. The Lessor will be responsible for loading and unloading the Equipment at the Lessor's site and will assume all associated risk and cost. The Lessee will be responsible for loading and unloading the Equipment at the Lessee's site and will assume all associated risk and cost. The "ship to" address of the leased equipment will be, Name: Chickasaw Wastewater Treatment Plant, Street: 230 N Chickasaw Ave, City: Bartlesville, State: OK Zip Code: 74003.

- Term & Rent.** The Lease duration will be 17 weeks, commencing 1 February 2024 and continuing until 30 May 2024. The lease duration cannot be shortened and only extended with the written consent of the Lessor and Lessee, which will not be unreasonably withheld. The Lessor will send the first month's invoice upon confirmation of delivery of the Equipment. Subsequent invoices will be sent on the same day of each successive month until the balance of the rent and any additional rent, expenses, and freight costs chargeable to the Lessee under this Lease will have been paid in full. All payments of rent will be made to the Lessor by electronic transfer or by check to the address defined in the Lessor's invoice within 30 days of the invoice date. The Lessee's direct accounts payable contact is, Name: Terry Lauritsen, PE, Director of Water Utilities, Phone Number: 918-338-4107, Email: tlaurit@cityofbartlesville.org. On any amounts not paid within terms, Lessee agrees to pay interest at a rate of 1½% per month (18% per year). The Lessee's obligation to pay such rentals will be absolute and unconditional and is not subject to any abatement set-off, defense or counterclaim for any reason whatsoever, except as set forth in Article 18.

- Care, Use & Location.** The Lessee will maintain the Equipment in good operating condition, repair and appearance, and protect the same from deterioration, other than normal wear and tear, in a covered location sheltered from precipitation, direct sunlight at all hours of the day, and wind; will use the Equipment in the regular course of its business, within its normal operating capacity, without abuse, and will comply with all laws, ordinances, regulations, requirements and rules with respect to the use, maintenance and operation of the Equipment; will use the Equipment solely for business purposes; will not make any modification, alteration or addition to the Equipment without the consent of the Lessor, which will not be unreasonably withheld; will not so affix the Equipment to realty as to change its nature to real property or a fixture, and agrees that the Equipment will remain personal property at all times regardless of how attached or installed; will keep the Equipment at the original shipping destination and will not remove the Equipment without the written consent of the Lessor, which will not be unreasonably withheld.

- Material Compatibility.** Equipment is designed for use on drinking water, municipal wastewater, and reuse applications. As such, the wetted materials include PVC, CPVC, PTFE, PVDF, PP, GFPP, PPS, ABS, LLDPE, EPDM, FKM, NBR, 316SS, and SiC. For other applications with more aggressive waters Lessee is liable for damage to Equipment resulting from material incompatibility.

- Operation.** The Lessee can expect the Equipment to function to the published specifications when installed and operated according to the operations and maintenance manual. In the event of an Equipment failure the Lessor will remedy the failure in a timely manner. The Lessee shall notify the Lessor in writing of the failure immediately by email to [techsupport@intuitech.com](mailto:techsupport@intuitech.com). The Lessor will provide replacement components and will be liable for shipping costs to and from the location of the Equipment. The Lessee shall be responsible for removal of failed components and re-installation of replacement components, and shall be liable for associated labor costs. The Lessee shall return failed components to Lessor or be liable for the cost of the component. If the failure cannot be remedied by replacing components the Lessor will provide a technician onsite to diagnose and correct the failure. If the failure has resulted from improper storage, installation, operation or maintenance of the equipment by the Lessee, the Lessee shall be liable for all costs, including, but not limited to, repair, replacement, shipping, travel expenses, and travel and onsite labor, charged at a rate of \$160 per hour. If the Equipment was inoperable or significantly limited as a result of the failure, and the failure was no fault of the Lessee, the Lessor will extend the lease term one day for every day of downtime at no cost to the Lessee as compensation. Downtime will be calculated as the time the notification of failure was received until the replacement part is delivered to the location of the Equipment, rounded up to the whole day, or until the failure is corrected onsite by the Lessor's technician. Compensation is limited to the failed module **and other modules and enclosures provided as part of the pilot study unit only and does not extend to other modules included in the lease.**

- Consumables.** The weekly rental rate listed in Article 1 does not include consumables. Consumables are defined as components with a short life, or life which duration is directly related to conditions at the Lessee's site. These items include, but not limited to, pump stators, filter elements, ozone diffuser elements, and tubing for peristaltic pumps. The Lessor will ship the equipment with new or reconditioned consumables installed and one set of spares. The Lessee is liable for all consumable items required after delivery of the Equipment.

**10. Redelivery of Equipment.** Upon expiration of this Lease, the Lessee will prepare the Equipment for shipment by disconnecting, removing components necessary for crating, removing all residual liquids and solids, preparing sensitive instrumentation, and placing the Equipment in the crate. If the Lessee does not prepare the Equipment and make it available for return to the Lessor by 2:00 p.m. the following working day, or as otherwise mutually agreed, the Equipment will continue to be held and leased under this Agreement, and this Lease will be extended indefinitely as to term at five times the weekly rental rate.

**11. Title.** The Lessor will at all times retain title to the Equipment. The Lessee will, at its expense, protect and defend the Lessor's title against all persons claiming against or through. The Lessee will, at all times, keep the Equipment free from legal process or encumbrance whatsoever and, will give the Lessor immediate notice of that and will indemnify the Lessor from any loss caused by that.

**12. Net Lease / Taxes.** The Lessee intends the rental payments under this Agreement to be net to the Lessor. For goods and taxable services shipped or provided within the United States the Lessee shall pay all applicable state, county, city, district, and local taxes. The taxing jurisdiction of the leased equipment will be determined by the "ship to" address in Transportation of Equipment Section. If the Lessee is tax exempt in the jurisdiction then the Lessee shall provide appropriate exemption documentation to Lessor at the time this Agreement is signed. For goods and taxable services shipped outside of the United States, the Lessee or their assigned agent/broker is, by definition, the importer of record responsible for payment of all duties, taxes, and fees as a result of the importation.

**13. Indemnity.** To the fullest extent permitted by law, either party will and does agree to indemnify and hold the other party, its agents, servants, successors, and assigns harmless from any and all liability, damages or loss, including reasonable attorney's fees, to the extent arising out of the negligent acts or omissions of the indemnifying party. Regardless of cause, in no event will either party be liable to the other for any indirect, special or consequential damages.

**14. Risk of Loss & Damage.** The Lessee will bear all risks of loss of and damage to the Equipment from any cause while in the Lessee's possession. The occurrence of such loss or damage will not relieve the Lessee of any obligation under this Agreement. In the event of damage, the Lessee will pay to the Lessor the then present value of both the unpaid balance of the aggregate rent reserved under the Lease and the costs to repair the Equipment to restore it to both the functional and visual state at the time the Lessee took possession. In the event of loss, the Lessee, will pay to the Lessor the then present value of both the unpaid balance of the aggregate rent reserved under the Lease and the residual value of the Equipment. In no case will the cost to repair damage exceed the residual value. The Lessee shall insure the equipment while in the Lessee's possession.

**15. Insurance.** The Lessor will maintain the following liability insurance throughout this Agreement. If requested by the Lessee, insurance will be evidenced in signed certificates of insurance.

1. Commercial General Liability - Insurance shall include premises/operations, products/completed operations, blanket contractual liability, and broad-form property damage coverages. The policy limit shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. Automobile Liability - Insurance shall cover owned, non-owned, rented, and leased vehicles. The policy limit shall not be less than \$1,000,000 per accident.
3. Workers' Compensation and Employer's Liability - Insurance as required by applicable state and/or federal law. The employer's liability policy limit shall not be less than \$1,000,000.

**16. Option to Purchase.** The Lessor, at its sole discretion, may allow the Lessee to purchase the Equipment at the expiration of this lease. The purchase price will be the residual value. The Lessee must execute a separate Purchase Agreement sufficiently in advance of the lease expiration to allow the Lessor to construct replacement Equipment. The Equipment is sold "as is" with no warranty.

**17. Residual Value.** The residual value of the Equipment is set forth as follows.

1.	GRANULAR MEDIA FILTRATION MODULE F1100	at	\$215,000
2.	DISSOLVED AIR FLOATATION MODULE D100	at	\$200,000
3.	PILOT MODULE ENCLOSURE B500	at	\$145,000
4.		at	\$0
5.		at	\$0
Total			\$ 560,000

**18. Force Majeure.** Neither Party will be liable for any failure or delay in the performance of its obligations due to fire, flood, earthquake, elements of nature, acts of God, acts of war, terrorism, riots, civil disorder, rebellions, or other similar cause beyond the reasonable control of the Party affected, provided that such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented, and, provided further, that the Party hindered or delayed immediately notifies the other Party describing the circumstances causing the delay. This provision shall not act to delay or defer the payment of any sums which may be due and owing.

**19. Entire Agreement; Changes.** This Lease contains the entire agreement between the parties and may not be altered, amended, modified, terminated or otherwise changed except in writing and signed by both parties.

**20. Miscellaneous**

20.1 This Lease inures to the benefit of and is binding upon the personal representatives, successors and assigns of the parties to this Agreement.

20.2 The Lessor and the Lessee intend this Lease to be a valid and subsisting legal instrument, and agree that no provision of this Lease that may be deemed unenforceable will in any way invalidate any other provision or provisions of this Lease, all of which will remain in full force and effect.

20.3 This Lease will be binding when accepted in writing by the Lessor and will be governed by the laws of the State of Utah, provided however, in the event this Lease or any provision of this Lease is not enforceable under the laws of that State then the laws of the state where the Equipment is located will govern. The Lessee agrees and consents that the Court of the State of Utah, Salt Lake County or any other Federal District Court having the jurisdiction in said county will have jurisdiction and will be the proper venue for the determination of all controversies and disputes arising under this Agreement. Nothing contained in this Agreement is intended to preclude the Lessor from commencing any action under this Agreement in any court having jurisdiction of this Agreement.

20.4 All monetary values included in this Agreement are in United States dollars.

**LESSOR (Intuitech, Inc.)**

**LESSEE**

PO Number: \_\_\_\_\_

PO Number Not Required for Billing \_\_\_\_\_

Signed  \_\_\_\_\_

Signed \_\_\_\_\_

Name Brock Emerson \_\_\_\_\_

Name \_\_\_\_\_

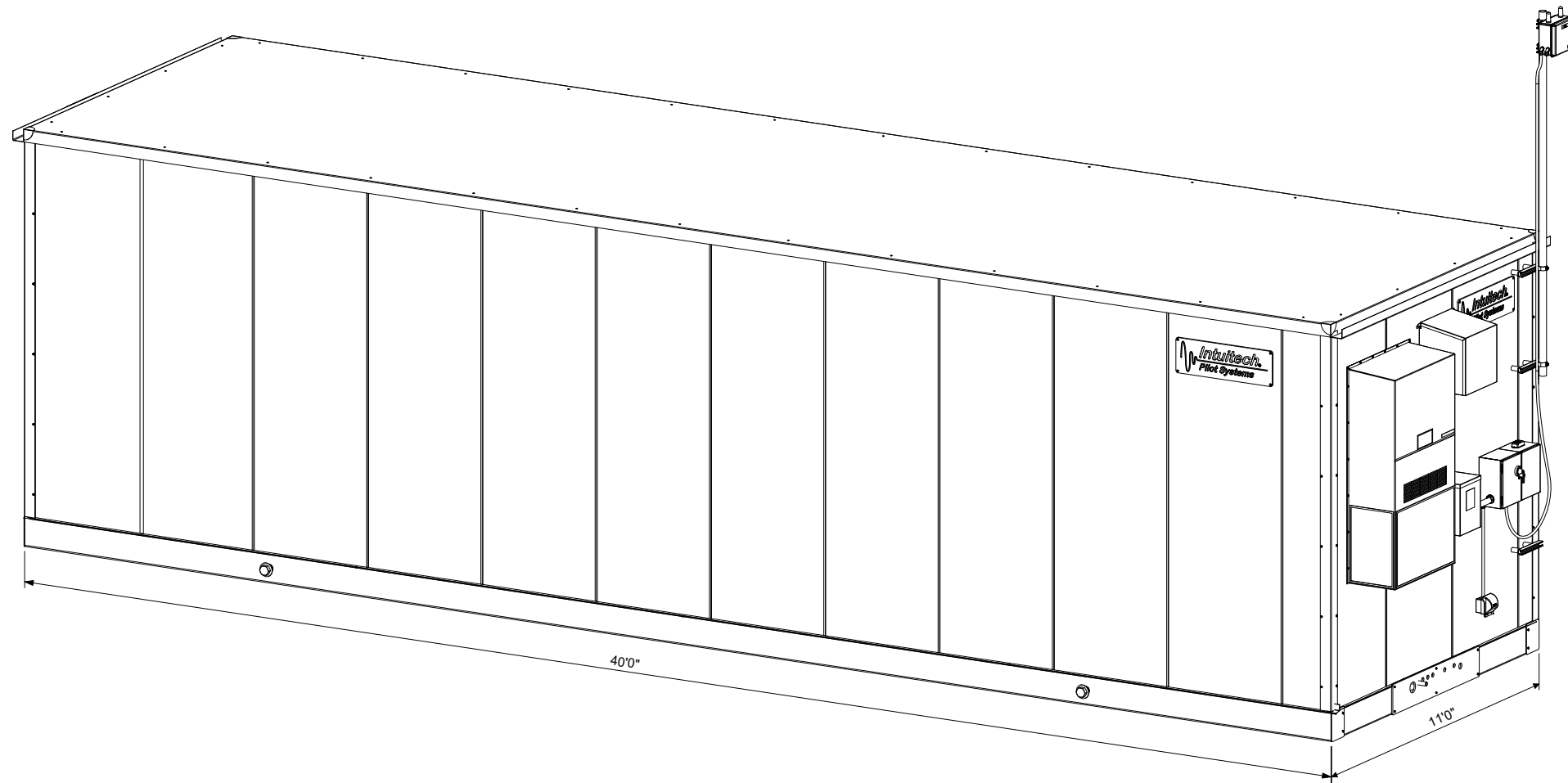
Title Lease Manager \_\_\_\_\_

Title \_\_\_\_\_



Date \_\_\_\_\_

Date \_\_\_\_\_



**NOTES:**

- ESTIMATED DRY WEIGHT: 24,500 LBS

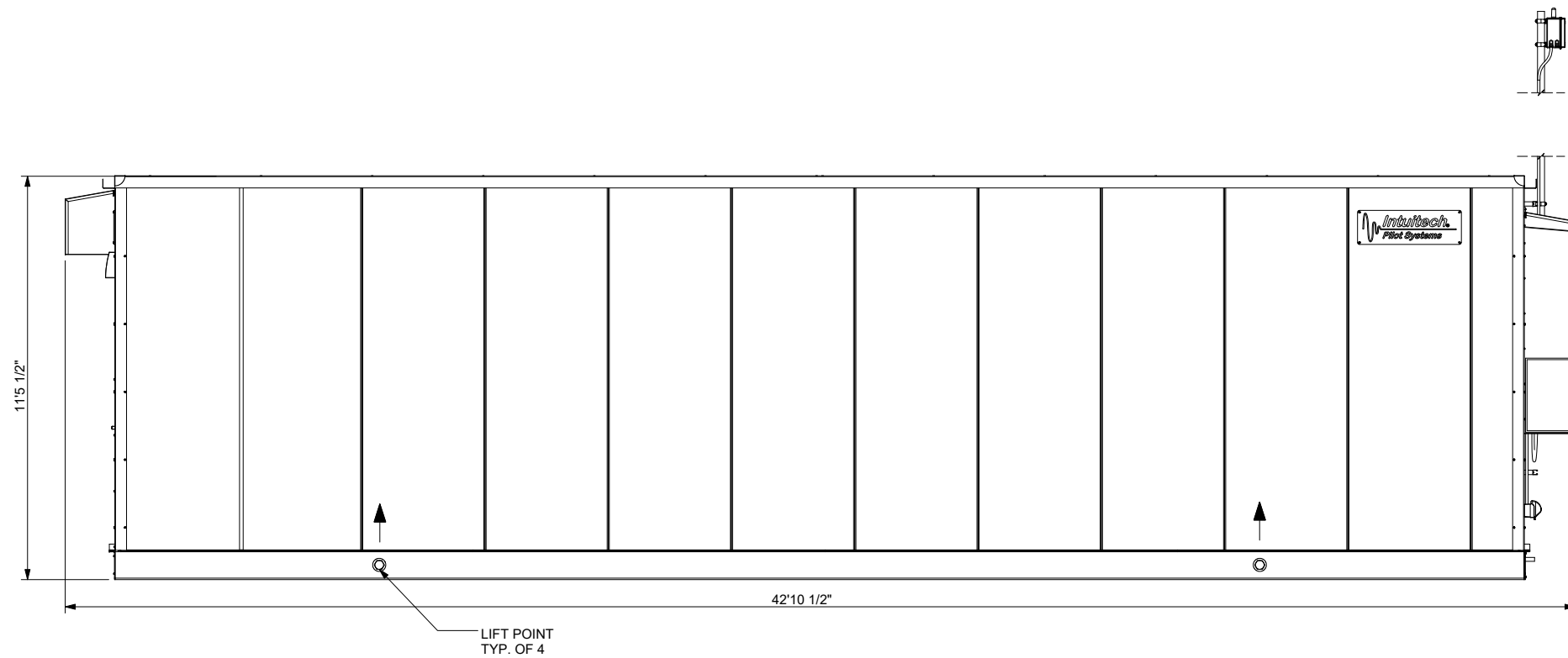
REV	DATE	BY	CHECKED	DESCRIPTION
1	03/09/21	DGW		UPDATED AS PER AS BUILTS
2				
3				
4				

  
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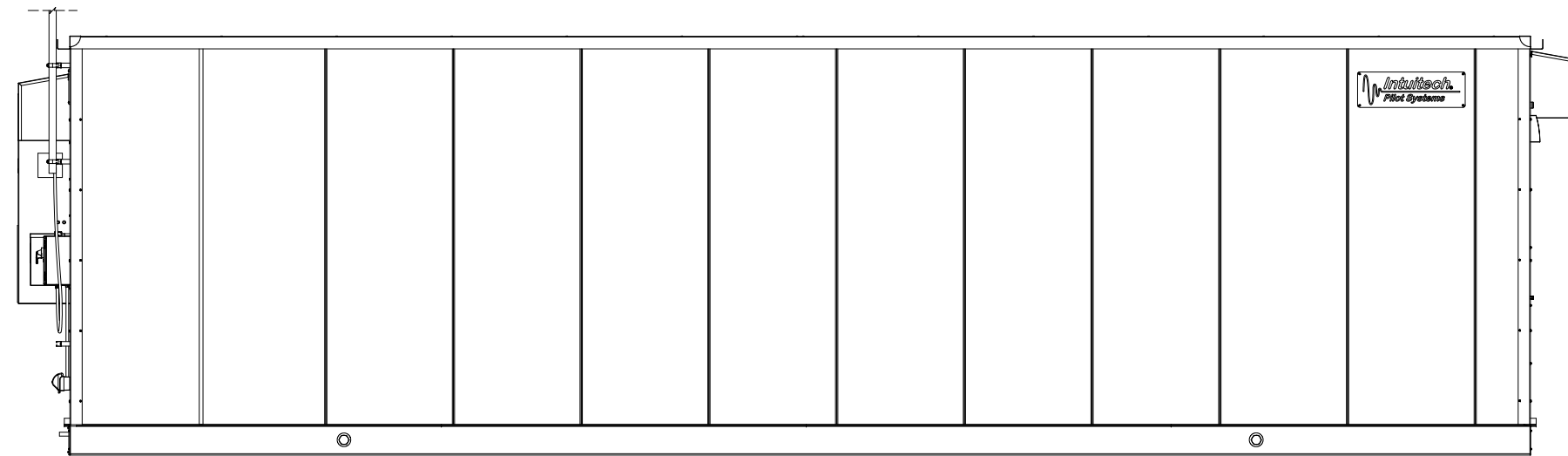
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 PURPOSE ASIDE FROM THE PROJECT SPECIFIED ON THIS DOCUMENT

<b>DIMENSIONAL TOLERANCES ARE AS FOLLOWS UNLESS OTHERWISE SPECIFIED</b>	
FRAC: ±1/16	0.XX: ±0.01
ANGLES: ±1°	0.XXX: ±0.005

<b>TITLE: PILOT MODULE ENCLOSURE B500</b>	
<b>PILOT ENCLOSURE MODULE - GENERAL ARRANGEMENT FRONT DIMETRIC VIEW</b>	
<b>CLIENT: INTUITECH</b>	<b>PROJECT: 1675</b>
<b>DRAWN BY: DGW</b>	<b>DRAWN DATE: 11/18/2020</b>
<b>DRAWING NAME: 1675-X0GA-01</b>	<b>P.O.:</b>
<b>SCALE: NONE</b>	<b>REVISION: 1</b>



FRONT VIEW



BACK VIEW

REV	DATE	BY	CHECKED	DESCRIPTION
1	03/09/21	DGW		UPDATED AS PER AS BUILTS
2				
3				
4				



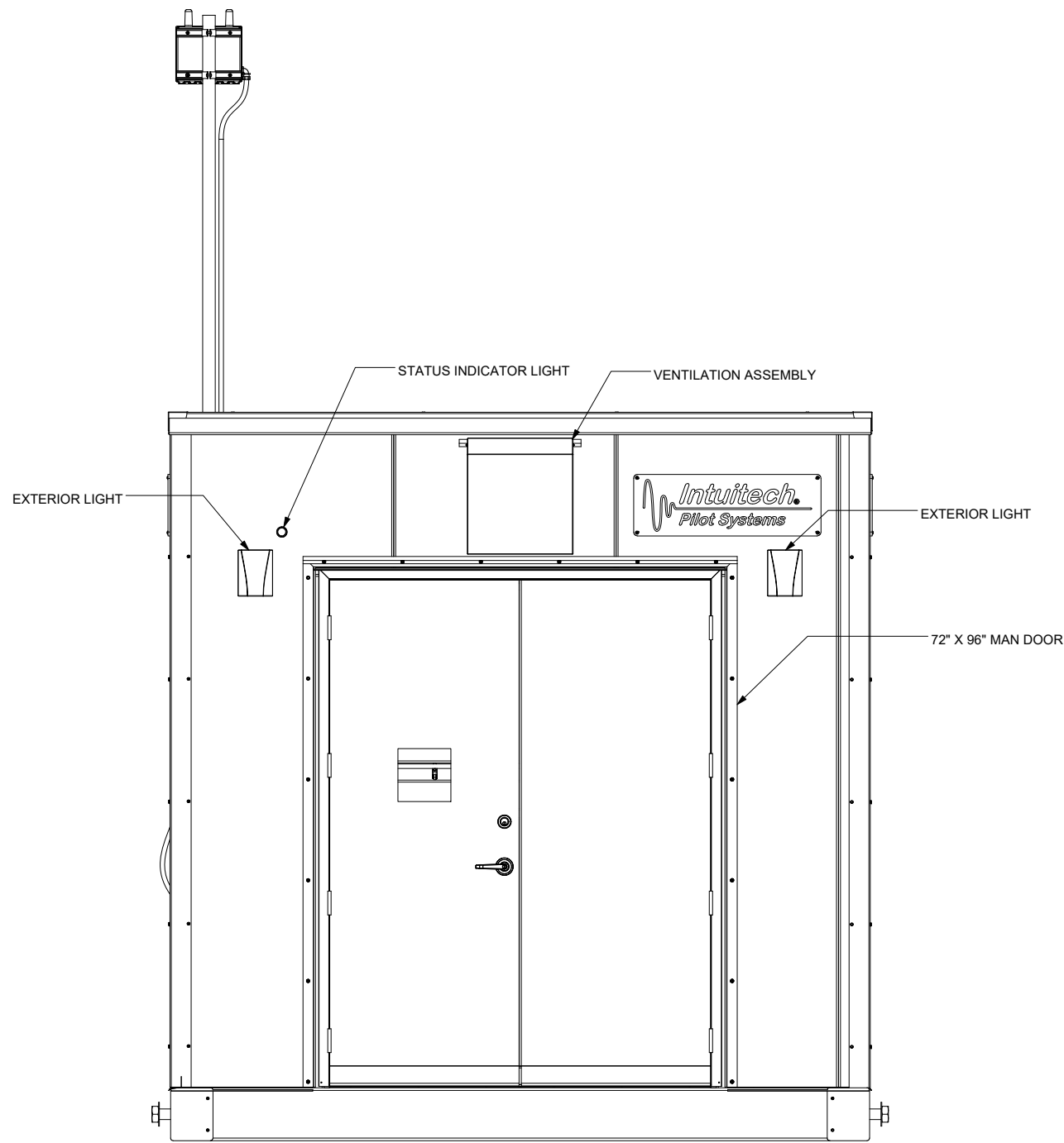
THIS DRAWING IS THE INTELLECTUAL PROPERTY OF INTUITECH AND MAY NOT BE REPRODUCED IN FULL OR IN PART FOR ANY PURPOSE ASIDE FROM THE PROJECT SPECIFIED ON THIS DOCUMENT

**DIMENSIONAL TOLERANCES ARE AS FOLLOWS UNLESS OTHERWISE SPECIFIED**

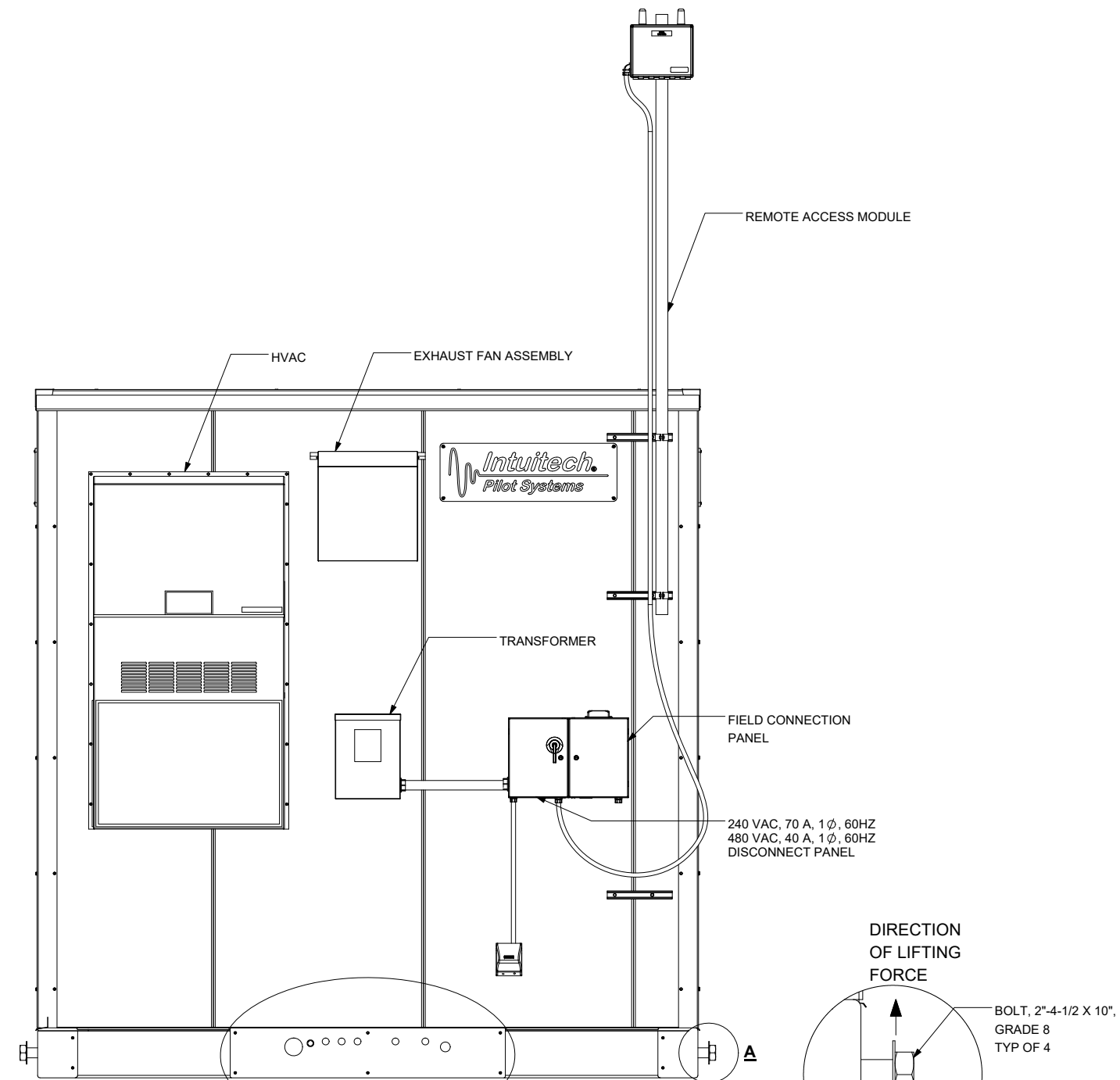
FRAC: ±1/16 0.XX: ±0.01  
 ANGLES: ±1° 0.XXX: ±0.005

**TITLE: PILOT MODULE ENCLOSURE B500  
 PILOT ENCLOSURE MODULE - GENERAL ARRANGEMENT FRONT & BACK VIEWS**

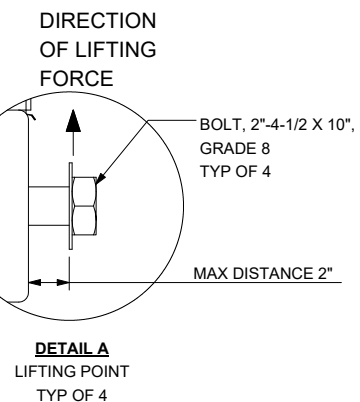
<b>CLIENT: INTUITECH</b>	<b>PROJECT: 1675</b>
<b>DRAWN BY: DGW</b>	<b>DRAWN DATE: 11/18/2020</b>
<b>DRAWING NAME: 1675-X0GA-03</b>	<b>P.O.:</b>
<b>SCALE: NONE</b>	<b>REVISION: 1</b>



LEFT VIEW



RIGHT VIEW



REV	DATE	BY	CHECKED	DESCRIPTION
1	03/09/21	DGW		UPDATED AS PER AS BUILTS
2				
3				
4				



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**DIMENSIONAL TOLERANCES ARE AS FOLLOWS UNLESS OTHERWISE SPECIFIED**

FRAC: ±1/16 0.XX: ±0.01  
 ANGLES: ±1° 0.XXX: ±0.005

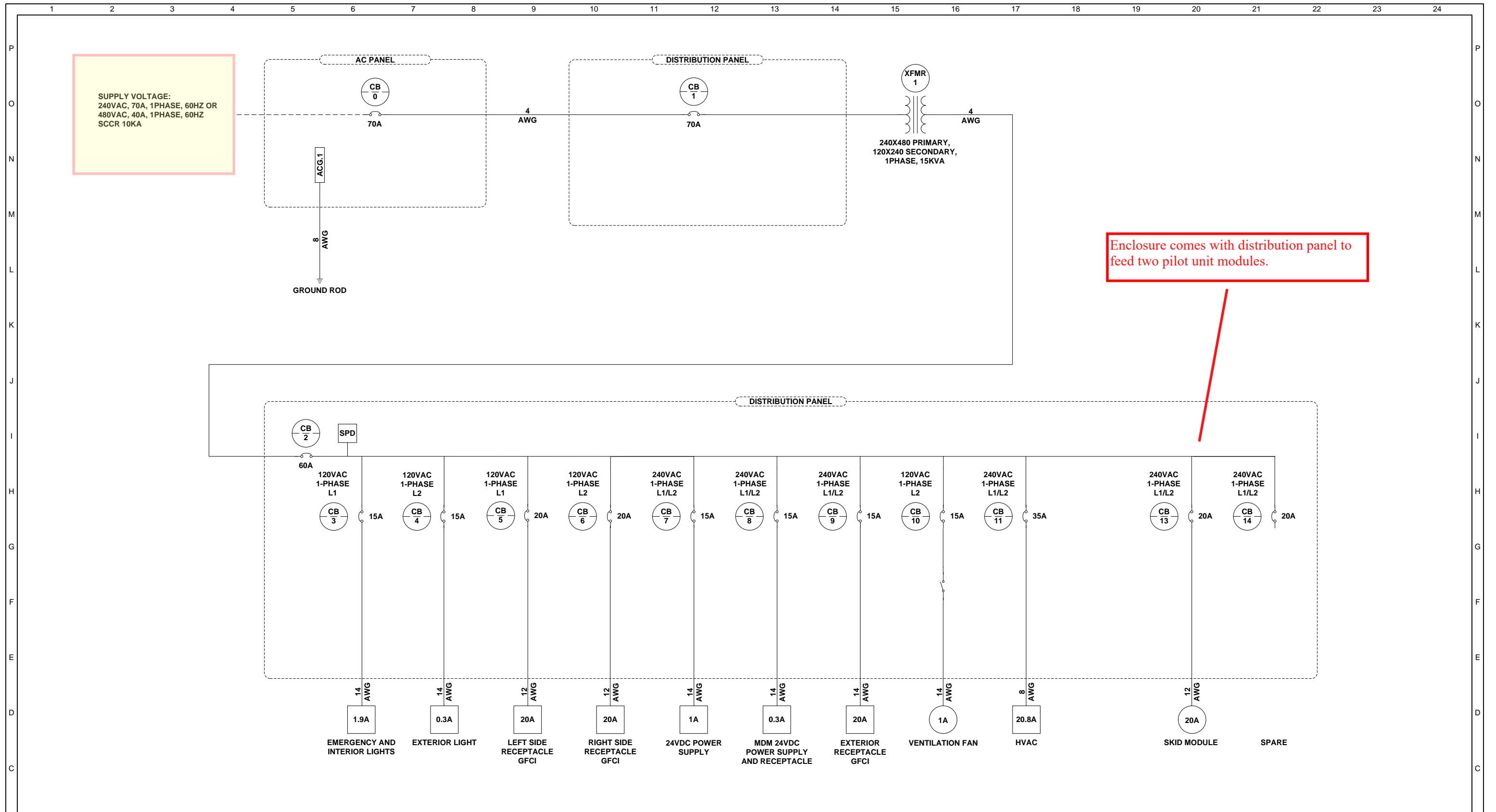
**TITLE: PILOT MODULE ENCLOSURE B500  
 PILOT ENCLOSURE MODULE - GENERAL ARRANGEMENT LEFT & RIGHT VIEWS**

**CLIENT: INTUITECH PROJECT: 1675**

**DRAWN BY: DGW DRAWN DATE: 11/18/2020**

**DRAWING NAME: 1675-X0GA-05 P.O.:**

**SCALE: NONE REVISION: 1**



Enclosure comes with distribution panel to feed two pilot unit modules.

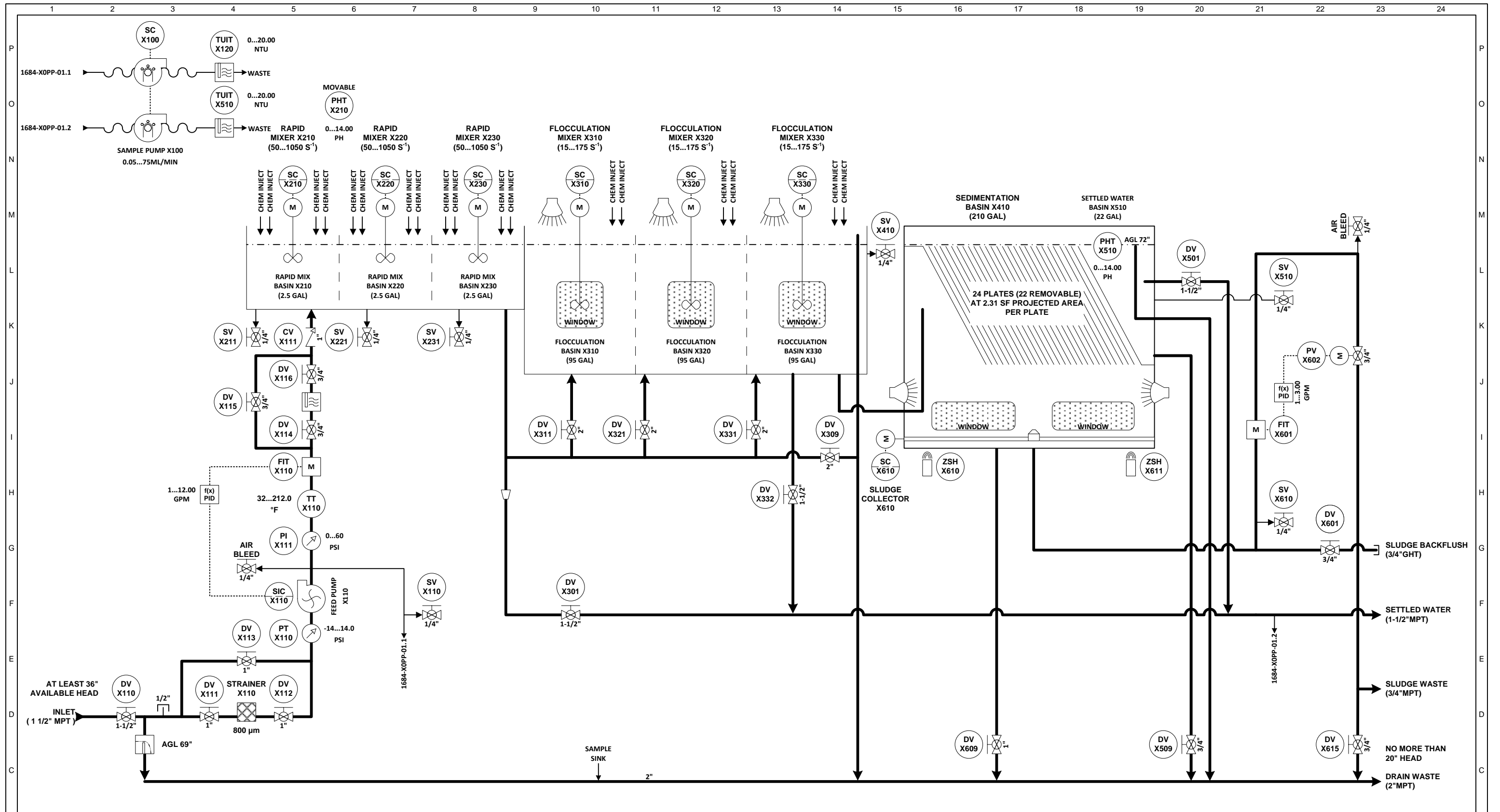
REV	DATE	BY	DESCRIPTION
1	02/05/21	DGW	ADDED EXTERIOR RECEPTACLE
2			
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DIMENSIONAL TOLERANCES ARE AS FOLLOWS, UNLESS OTHERWISE SPECIFIED  
 FRAC: ± 1/16 0.XX: ± 0.01  
 ANGLES: ± 1° 0.XXX: ± 0.005

TITLE: B500 ENCLOSURE ONE LINE DIAGRAM	
CLIENT: INTUITECH	PROJECT: 1675
DRAWN BY: BNL	DRAWN DATE: 11-02-20
DRAWING NAME: 1675-X0LD-01	P.O.:
SCALE: NONE	REVISION: 1



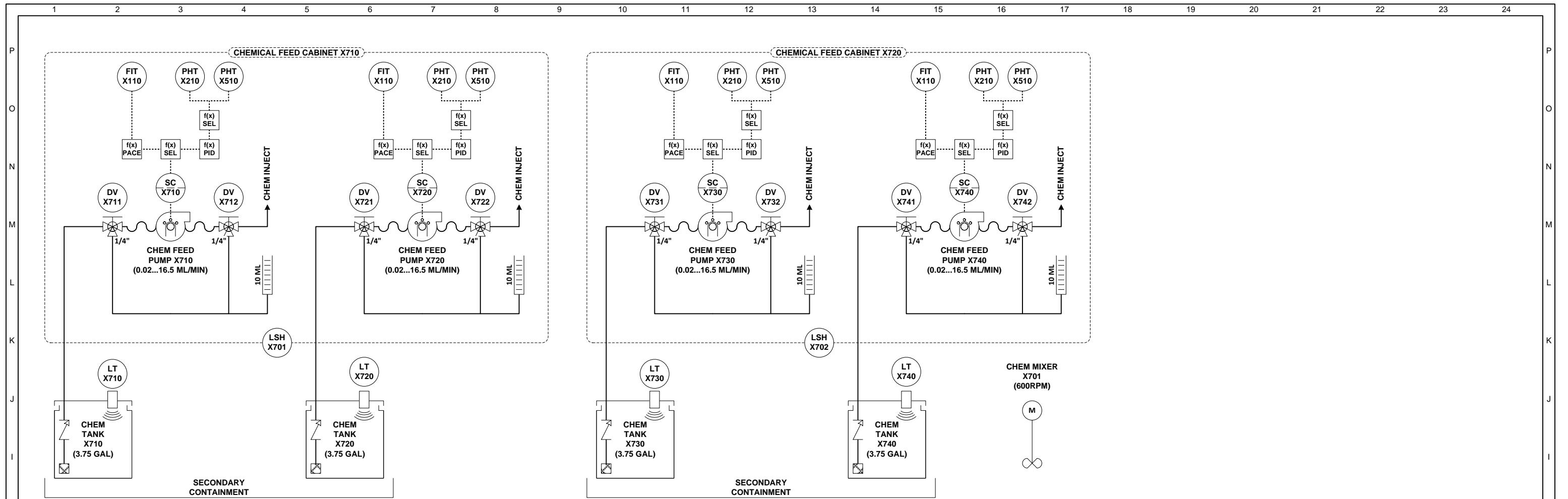
REV	DATE	BY	DESCRIPTION
1	03-15-21	AJB	MODIFIED DEVICE RANGES ON MIXERS & FLOW TRANSMITTERS, ADDED AGL'S
2			
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**DIMENSIONAL TOLERANCES ARE AS FOLLOWS, UNLESS OTHERWISE SPECIFIED**  
 FRAC: ± 1/16    0.XX: ± 0.01  
 ANGLES: ± 1°    0.XXX: ± 0.005

<b>TITLE: FLOCCULATION &amp; SEDIMENTATION MODULE</b>	
<b>PROCESS &amp; INSTRUMENTATION DIAGRAM - PROCESS</b>	
CLIENT: INTUITECH	PROJECT: 1684
DRAWN BY: AJB	DRAWN DATE: 02-09-21
DRAWING NAME: 1684-X0PP-01	P.O.:
SCALE: NONE	REVISION: 1



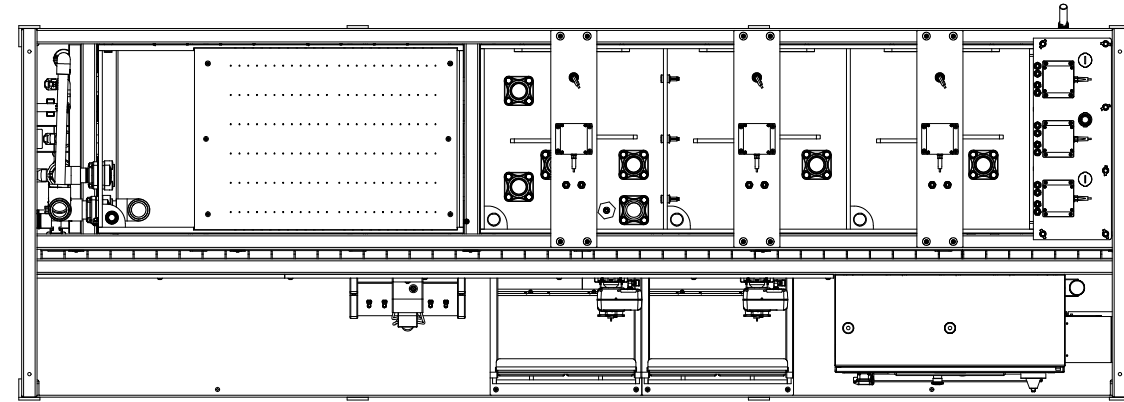
REV	DATE	BY	DESCRIPTION
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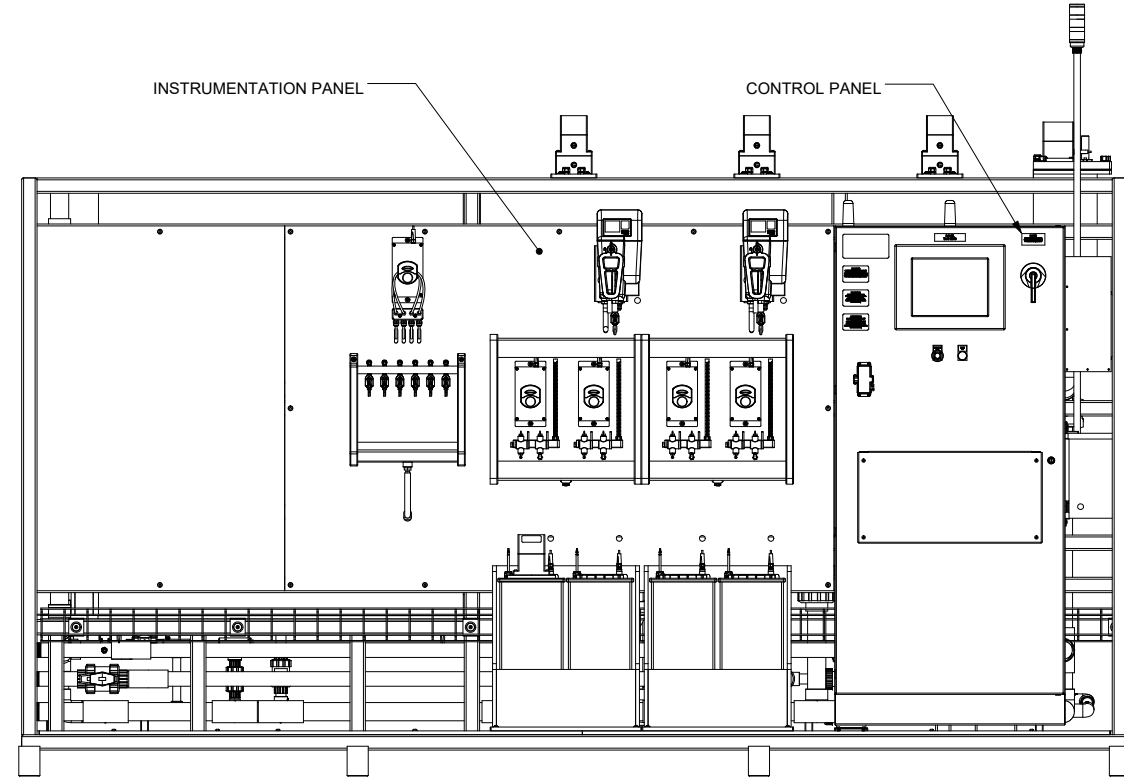
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**DIMENSIONAL TOLERANCES ARE AS FOLLOWS, UNLESS OTHERWISE SPECIFIED**  
 FRAC: ± 1/16    0.XX: ± 0.01  
 ANGLES: ± 1°    0.XXX: ± 0.005

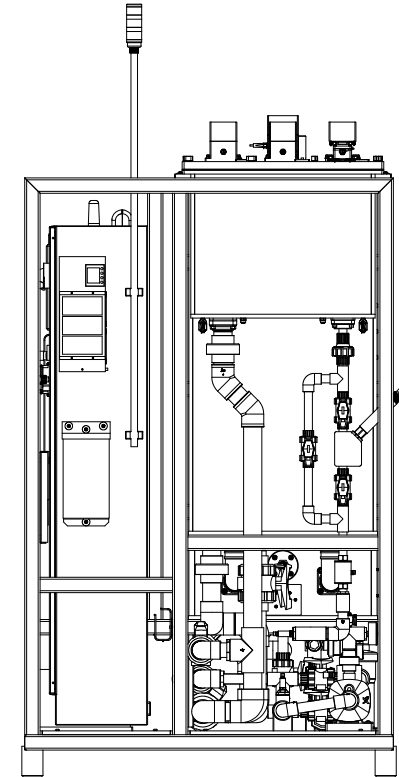
<b>TITLE: FLOCCULATION &amp; SEDIMENTATION MODULE</b>	
<b>PROCESS &amp; INSTRUMENTATION DIAGRAM - CHEMICAL</b>	
CLIENT: INTUITECH	PROJECT: 1684
DRAWN BY: AJB	DRAWN DATE: 02-09-21
DRAWING NAME: 1684-X0PP-02	P.O.:
SCALE: NONE	REVISION: 0



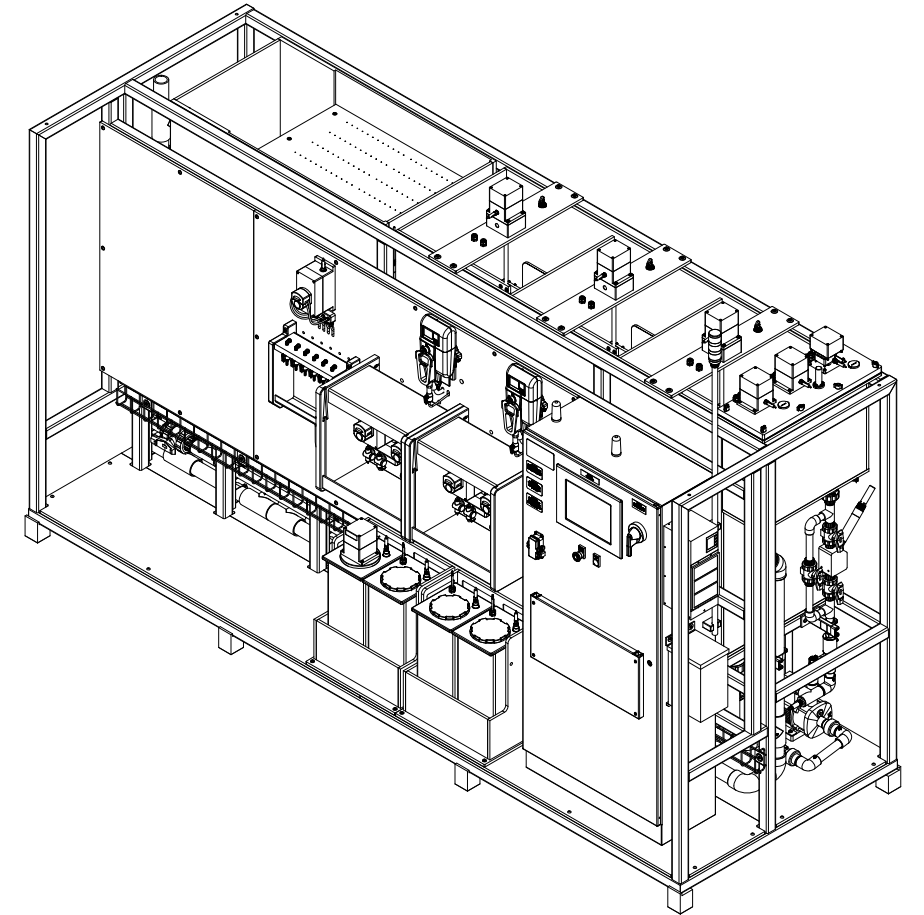
TOP VIEW



BACK VIEW



RIGHT VIEW



REV	DATE	BY	CHECKED	DESCRIPTION
1				
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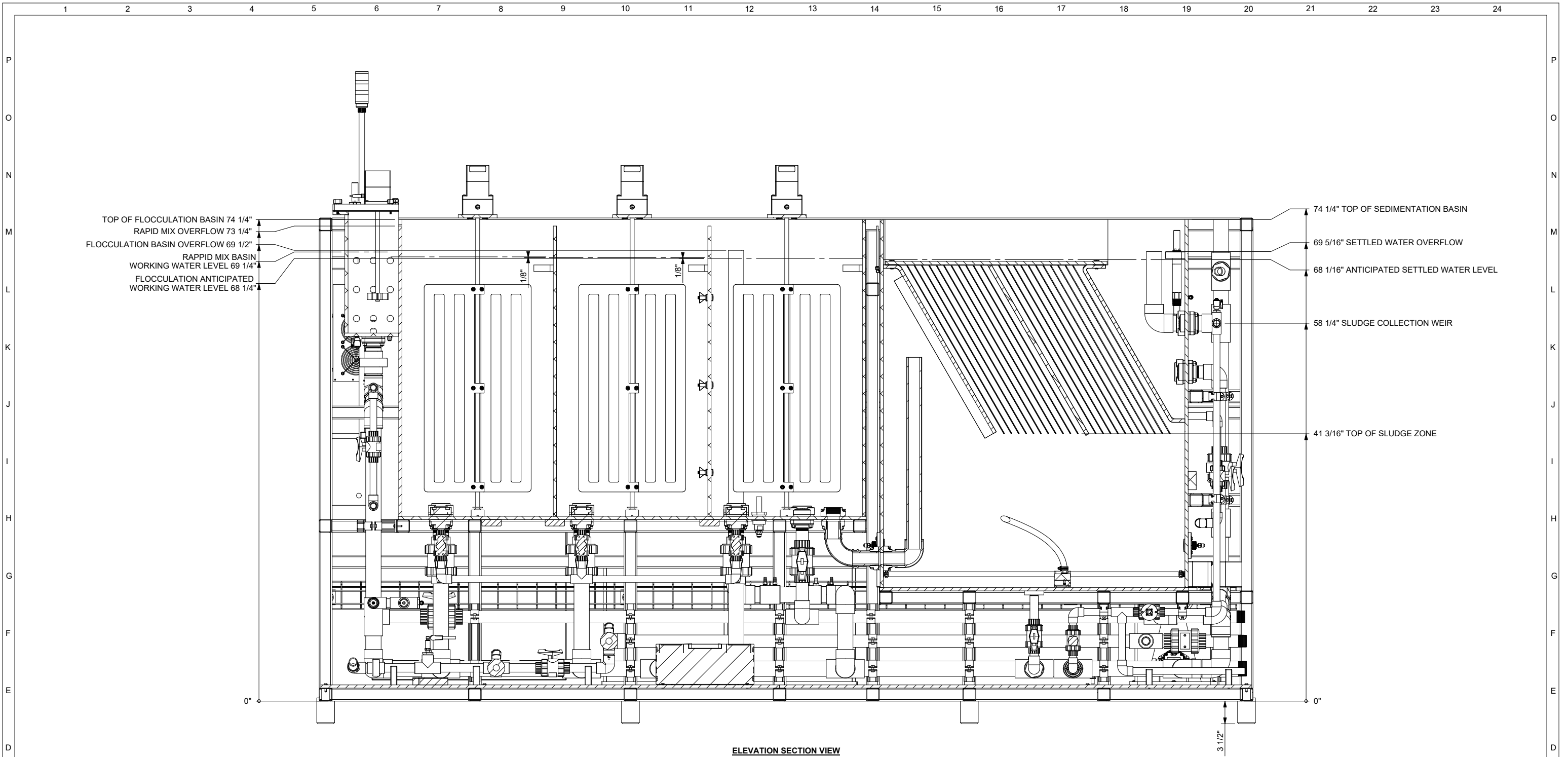
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**DIMENSIONAL TOLERANCES ARE AS FOLLOWS UNLESS OTHERWISE SPECIFIED**

FRAC: ±1/16    0.XX: ±0.01  
 ANGLES: ±1°    0.XXX: ±0.005

<b>TITLE:</b> FLOCCULATION & SEDIMENTATION MODULE - S600	
<b>FLOCCULATION SEDIMENTATION MODULE - GENERAL ARRANGEMENT</b>	
<b>CLIENT:</b> INTUITECH	<b>PROJECT:</b> 1684
<b>DRAWN BY:</b> DGW	<b>DRAWN DATE:</b> 2/3/2021
<b>DRAWING NAME:</b> 1684-X0GA-02	<b>P.O.:</b>
<b>SCALE:</b> NONE	<b>REVISION:</b> 0





ELEVATION SECTION VIEW

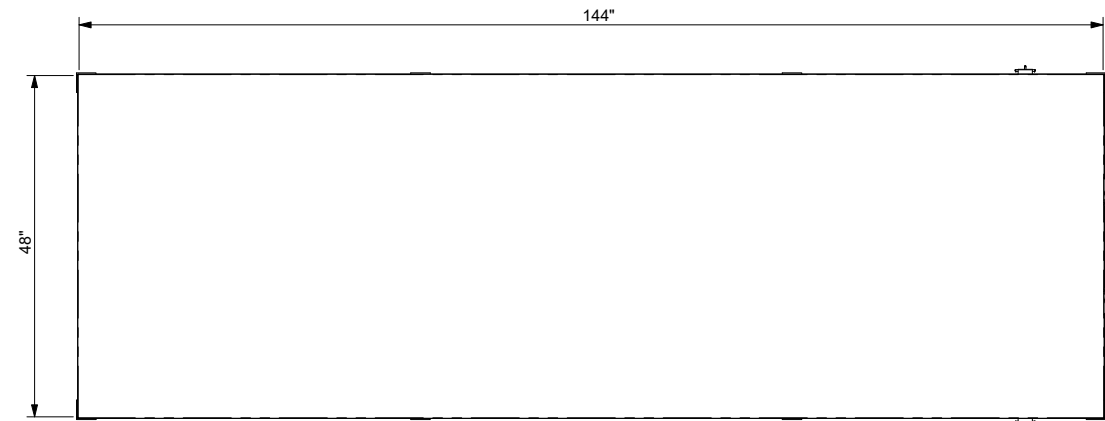
REV	DATE	BY	CHECKED	DESCRIPTION
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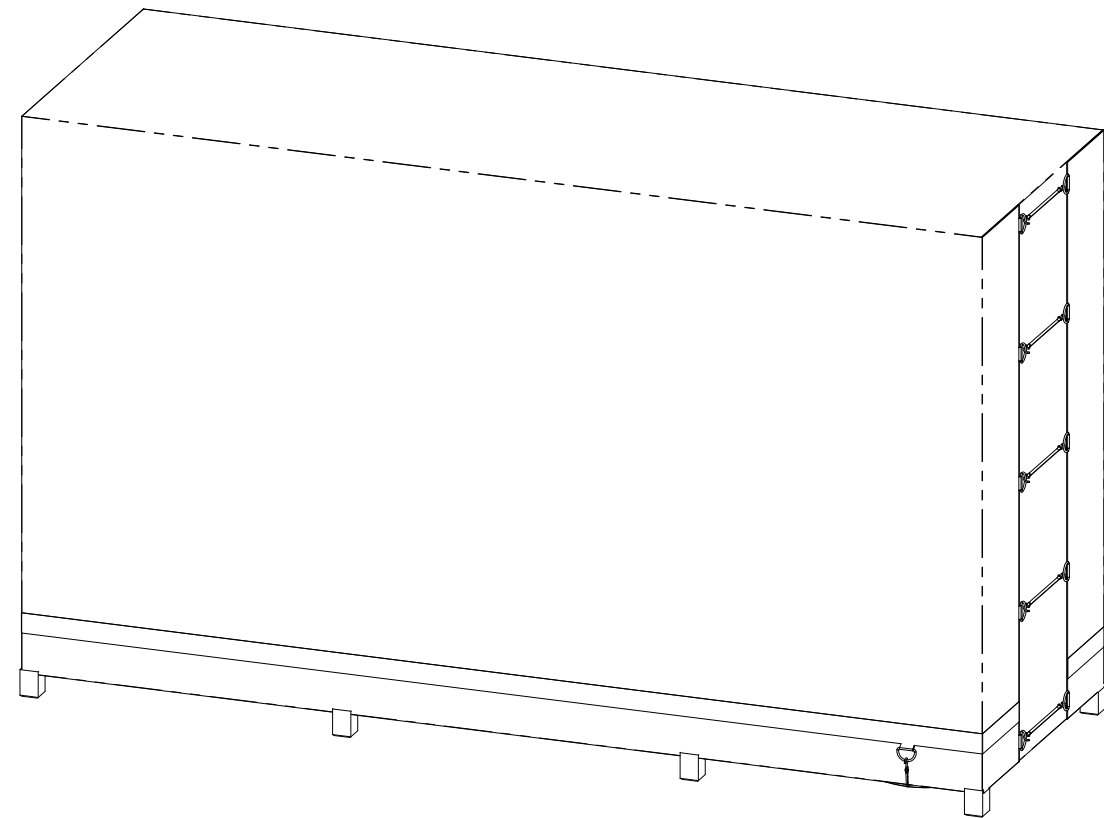
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DIMENSIONAL TOLERANCES ARE AS FOLLOWS UNLESS OTHERWISE SPECIFIED  
 FRAC: ±1/16    0.XX: ±0.01  
 ANGLES: ±1°    0.XXX: ±0.005

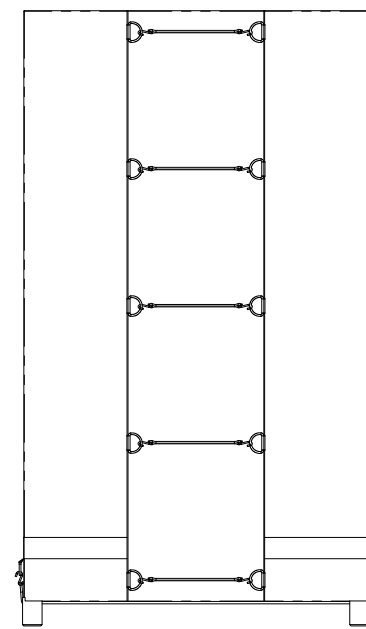
<b>TITLE:</b> FLOCCULATION & SEDIMENTATION MODULE - S600 FLOCCULATION SEDIMENTATION MODULE - ELEVATION	
<b>CLIENT:</b> INTUITECH	<b>PROJECT:</b> 1684
<b>DRAWN BY:</b> DGW	<b>DRAWN DATE:</b> 2/3/2021
<b>DRAWING NAME:</b> 1684-X0GA-03	<b>P.O.:</b>
<b>SCALE:</b> NONE	<b>REVISION:</b> 0



TOP VIEW



FRONT VIEW



RIGHT VIEW

REV	DATE	BY	CHECKED	DESCRIPTION
1				
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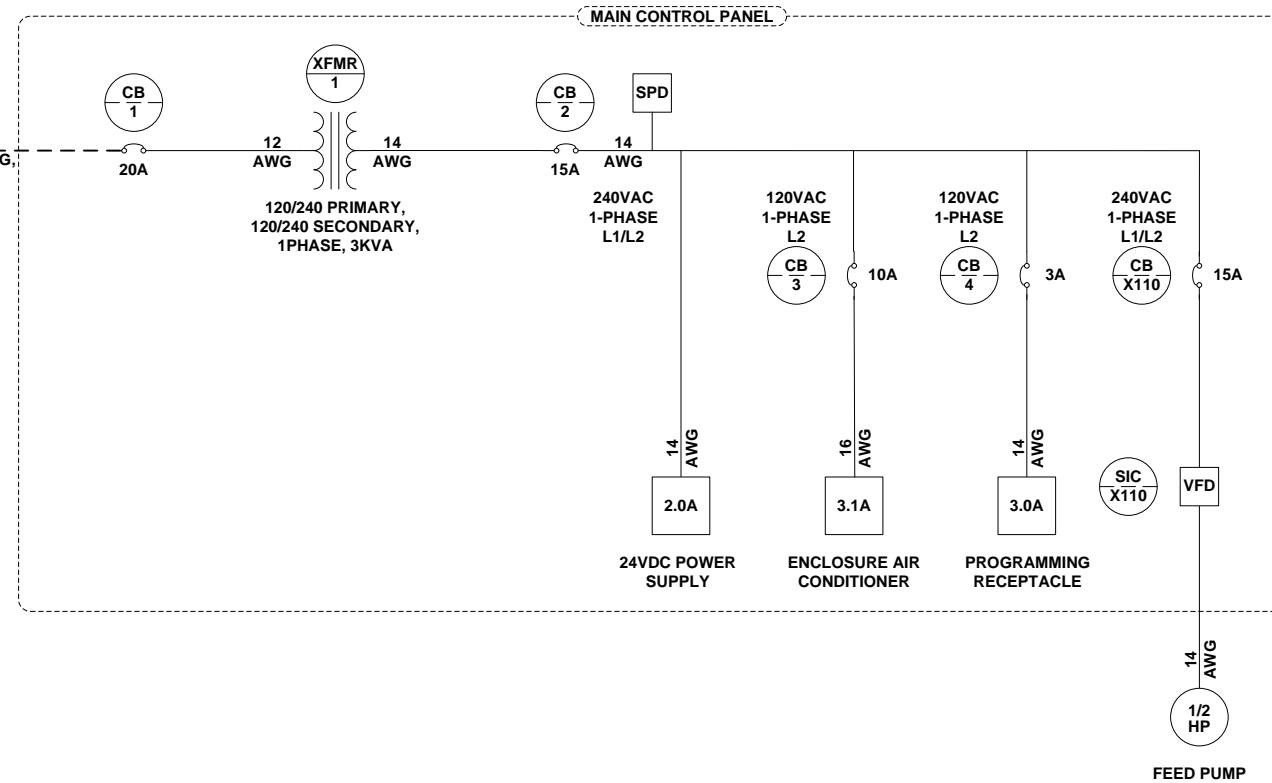
**DIMENSIONAL TOLERANCES ARE AS FOLLOWS UNLESS OTHERWISE SPECIFIED**

FRAC: ±1/16    0.XX: ±0.01  
 ANGLES: ±1°    0.XXX: ±0.005

<b>TITLE:</b> FLOCCULATION & SEDIMENTATION MODULE - S600 FLOCCULATION SEDIMENTATION MODULE - SHIPPING	
<b>CLIENT:</b> INTUITECH	<b>PROJECT:</b> 1684
<b>DRAWN BY:</b> DGW	<b>DRAWN DATE:</b> 2/3/2021
<b>DRAWING NAME:</b> 1684-X0GA-04	<b>P.O.:</b>
<b>SCALE:</b> NONE	<b>REVISION:</b> 0

SUPPLY VOLTAGE:  
 120VAC, 1PHASE, 60HZ, 20A OR  
 240VAC, 1PHASE, 60HZ, 10 FLA  
 SCCR 10KA

POWER CORD 12AWG,  
 25 FT, NOTE 2



**NOTES:**

1. THE AVAILABLE SHORT CIRCUIT CURRENT SUPPLIED TO THIS EQUIPMENT SHALL NOT EXCEED THE MARKED SHORTCIRCUIT CURRENT RATING (SCCR) OF THIS EQUIPMENT
2. NEMA 5-20P (120 VAC) OR NEMA 6-15 (240 VAC)

REV	DATE	BY	DESCRIPTION
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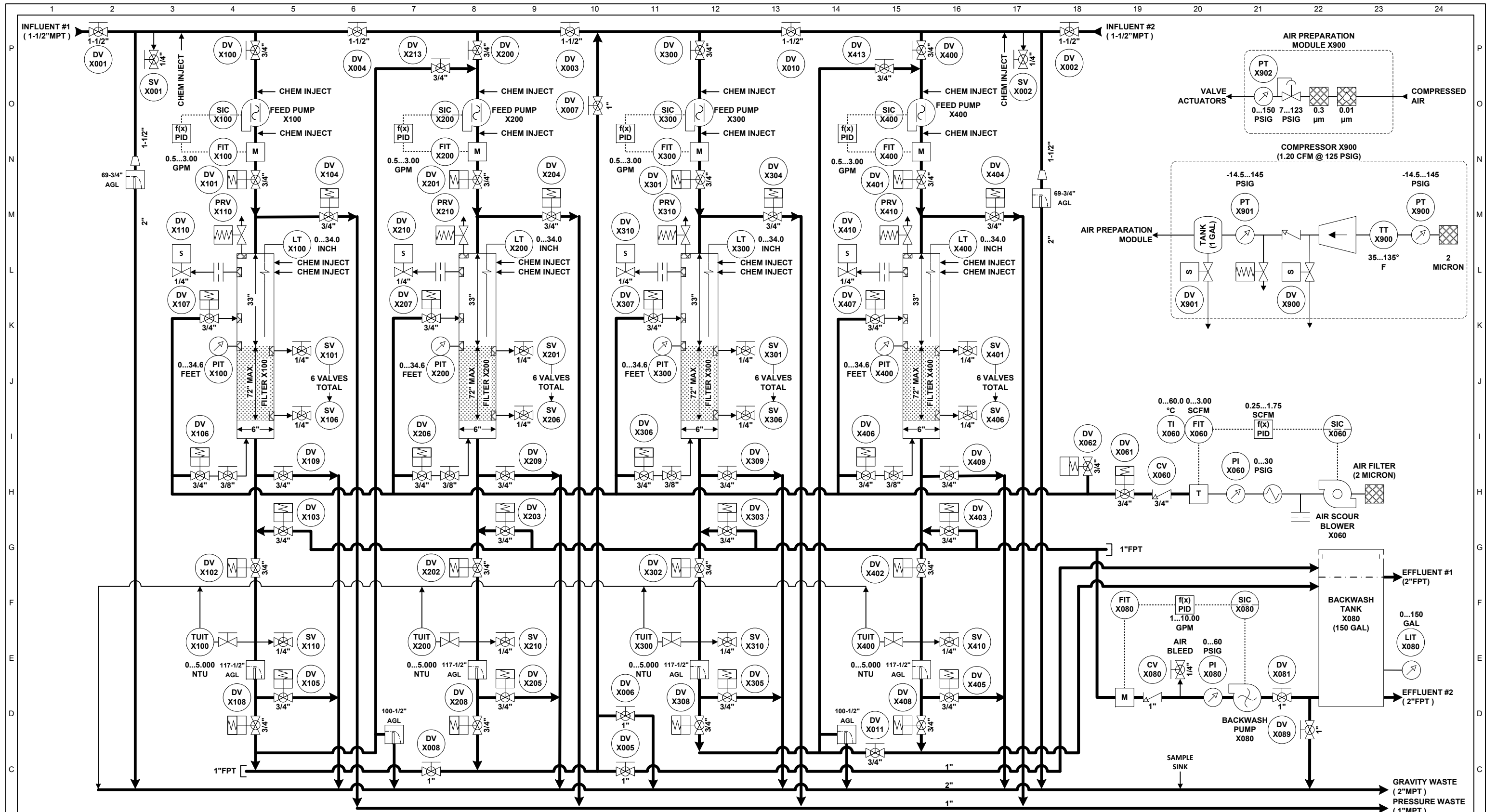


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DIMENSIONAL TOLERANCES ARE AS FOLLOWS, UNLESS OTHERWISE SPECIFIED

FRAC: ± 1/16 0.XX: ± 0.01  
 ANGLES: ± 1° 0.XXX: ± 0.005

TITLE: FLOC/SED MODULE MAIN CONTROL PANEL ONE LINE DIAGRAM	
CLIENT: INTUITECH	PROJECT: 1684
DRAWN BY: BNL	DRAWN DATE: 02-09-21
DRAWING NAME: 1684-X0LD-01	P.O.:
SCALE: NONE	REVISION: 0



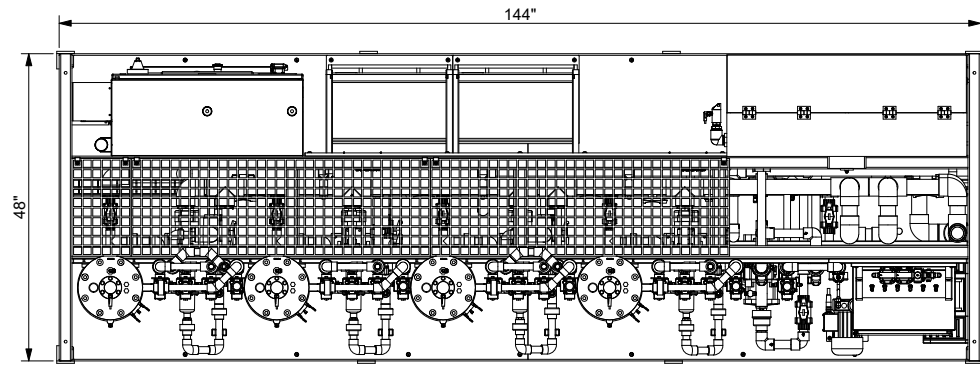
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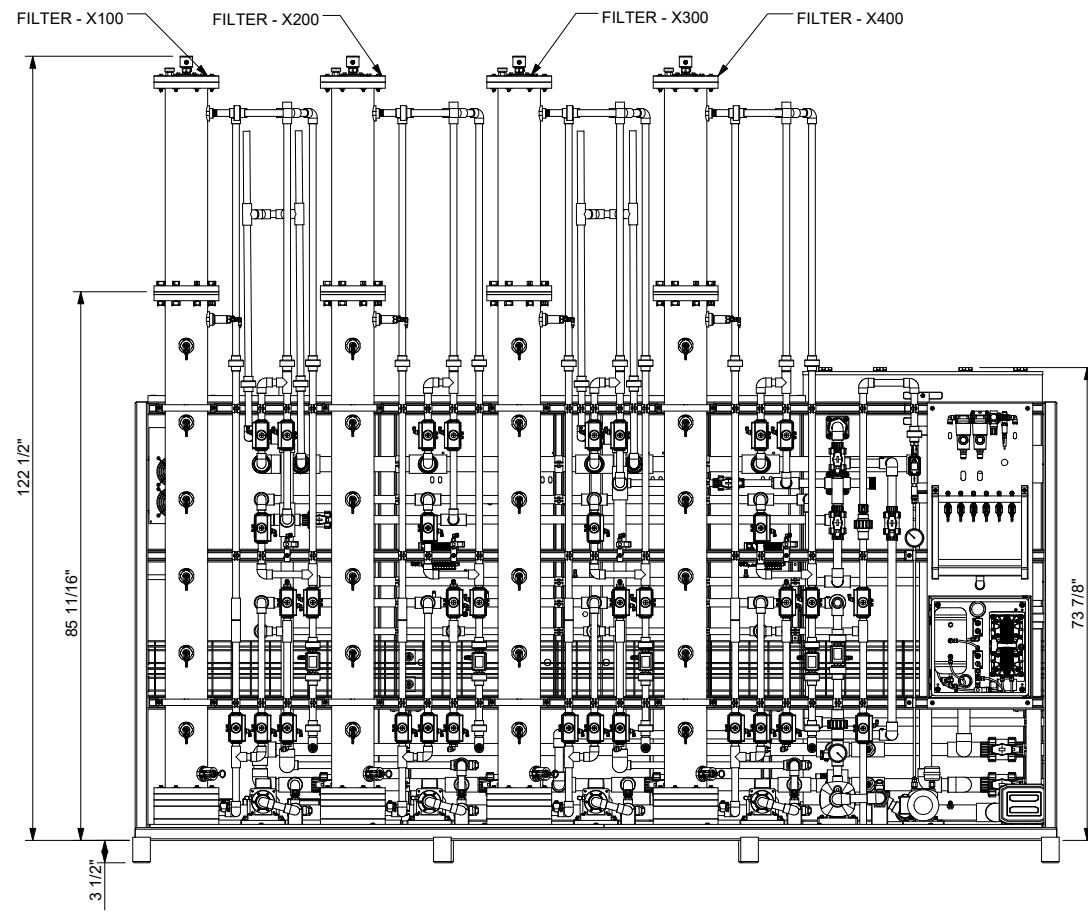
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**DIMENSIONAL TOLERANCES ARE AS FOLLOWS, UNLESS OTHERWISE SPECIFIED**  
 FRAC: ± 1/16    0.XX: ± 0.01  
 ANGLES: ± 1°    0.XXX: ± 0.005

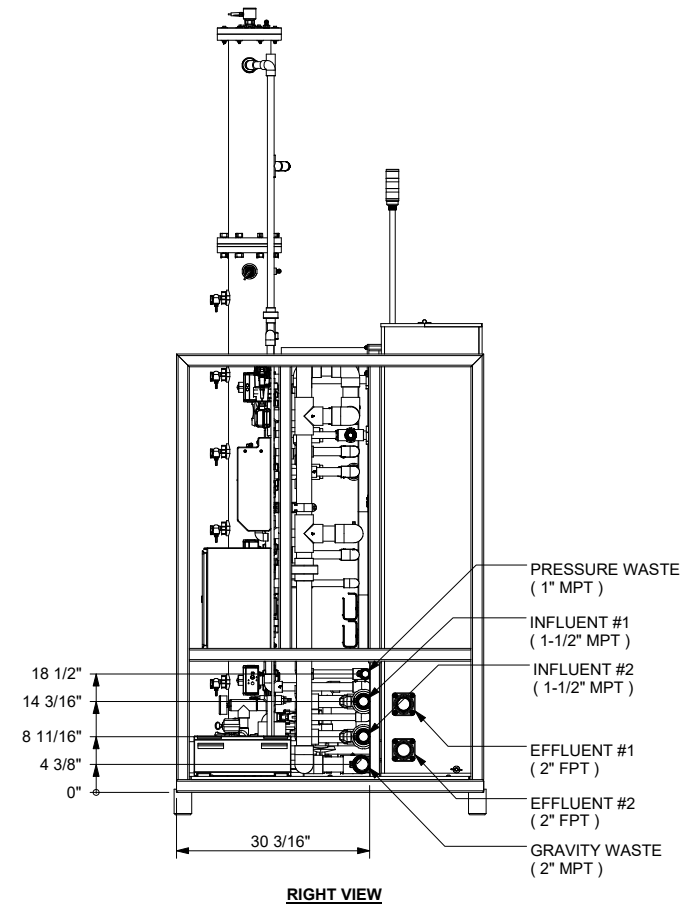
<b>TITLE: GRANULAR MEDIA FILTRATION MODULE</b>	
<b>PROCESS &amp; INSTRUMENTATION DIAGRAM - PROCESS</b>	
CLIENT: INTUITECH	PROJECT: 1688
DRAWN BY: MRM	DRAWN DATE: 12/3/2020
DRAWING NAME: 1688-X0PP-01	P.O.:
SCALE: NONE	REVISION: 0



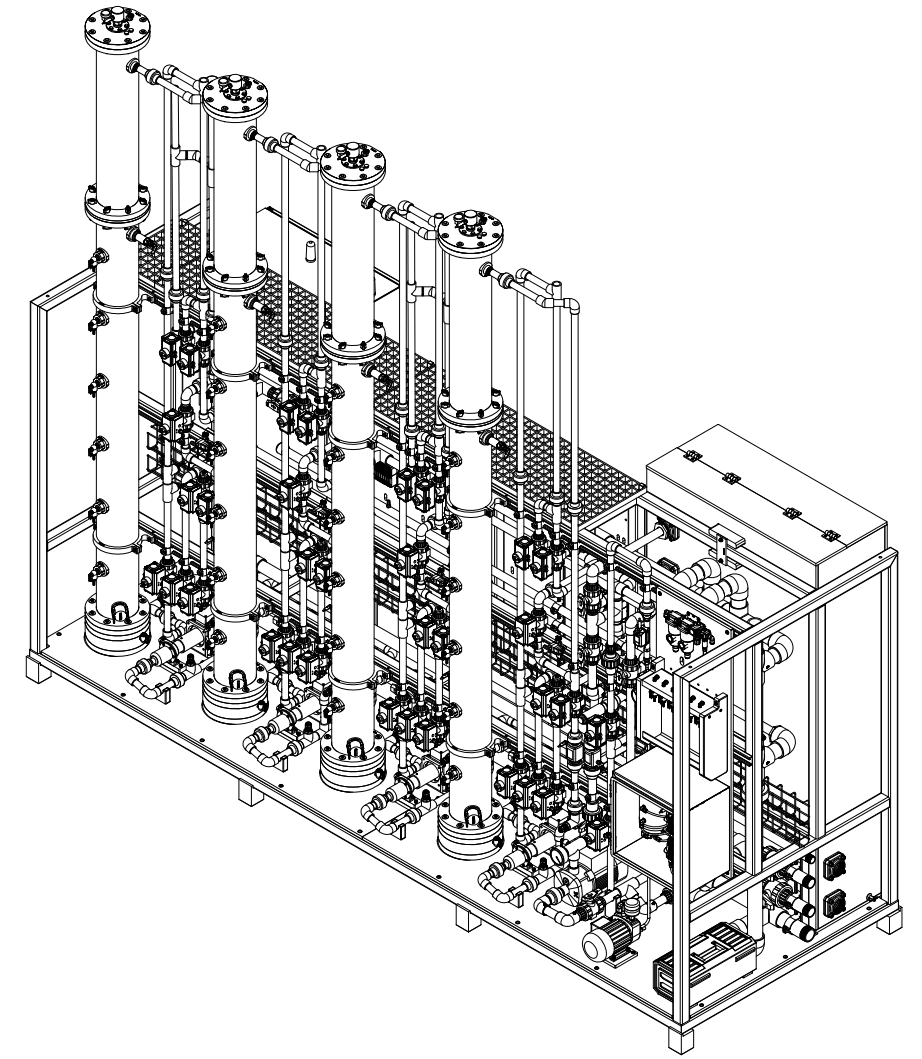
TOP VIEW



FRONT VIEW



RIGHT VIEW



**NOTES:**

1. UNITS: INCHES
2. ESTIMATED DRY WEIGHT: 2900 LBS.
3. ESTIMATED WET WEIGHT: 4700 LBS.

REV	DATE	BY	CHECKED	DESCRIPTION
1	04/26/21	DGW		ADJUSTED ORIENTATION OF FLAT SPOTS ON COLUMN FLANGES
2				
3				
4				



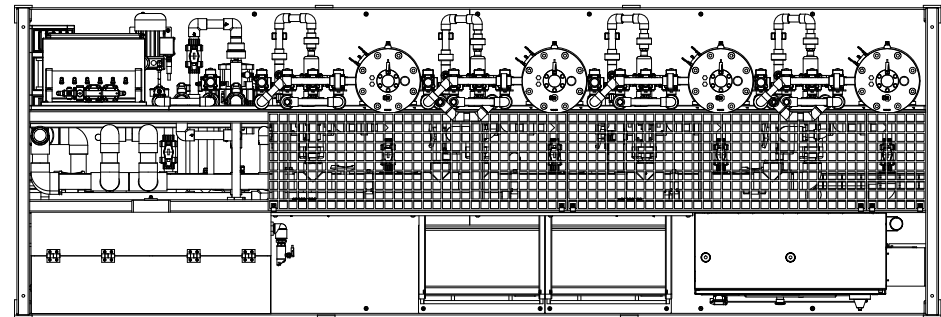
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**DIMENSIONAL TOLERANCES ARE AS FOLLOWS UNLESS OTHERWISE SPECIFIED**

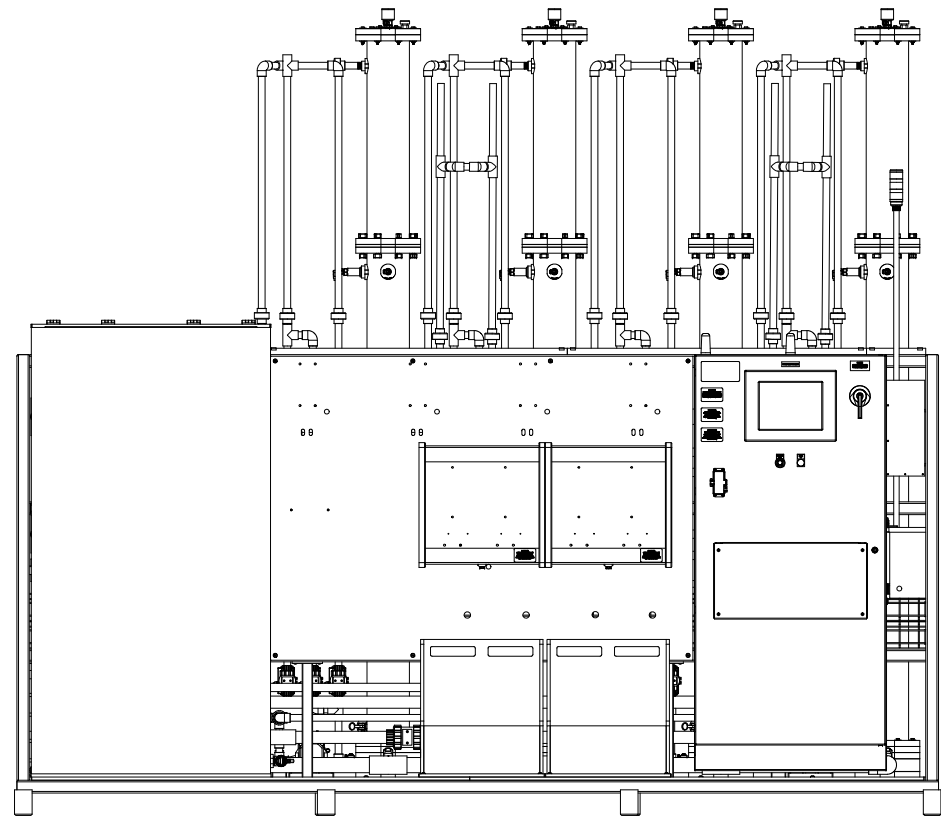
FRAC: ±1/16    0.XX: ±0.01  
 ANGLES: ±1°    0.XXX: ±0.005

**TITLE: GRANULAR MEDIA FILTRATION MODULE - F1300  
 FILTRATION MODULE - GENERAL ARRANGEMENT FRONT VIEW**

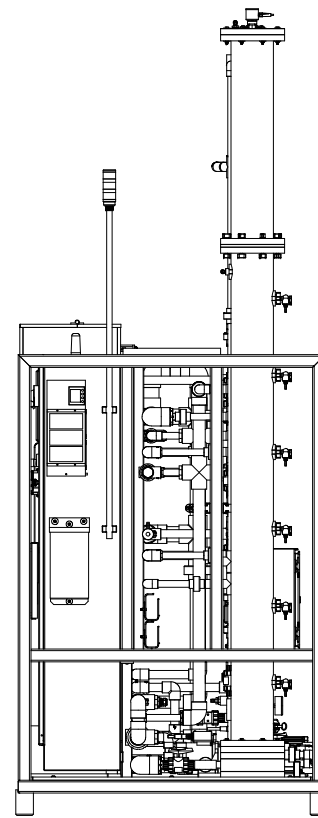
<b>CLIENT: INTUITECH</b>	<b>PROJECT: 1688</b>
<b>DRAWN BY: DGW</b>	<b>DRAWN DATE: 3/30/2021</b>
<b>DRAWING NAME: 1688-XOGA-01</b>	<b>P.O.:</b>
<b>SCALE: NONE</b>	<b>REVISION: 1</b>



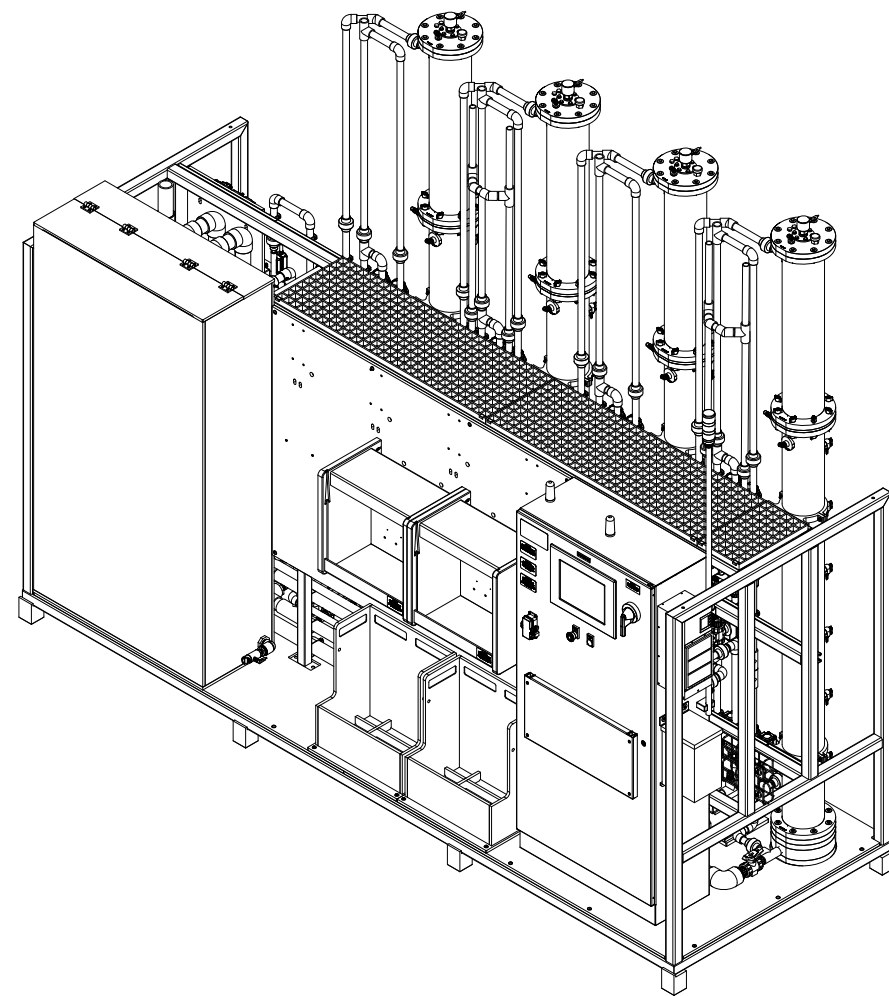
TOP VIEW



BACK VIEW



RIGHT VIEW



REV	DATE	BY	CHECKED	DESCRIPTION
1	04/26/21	DGW		ADJUSTED ORIENTATION OF FLAT SPOTS ON COLUMN FLANGES
2				
3				
4				



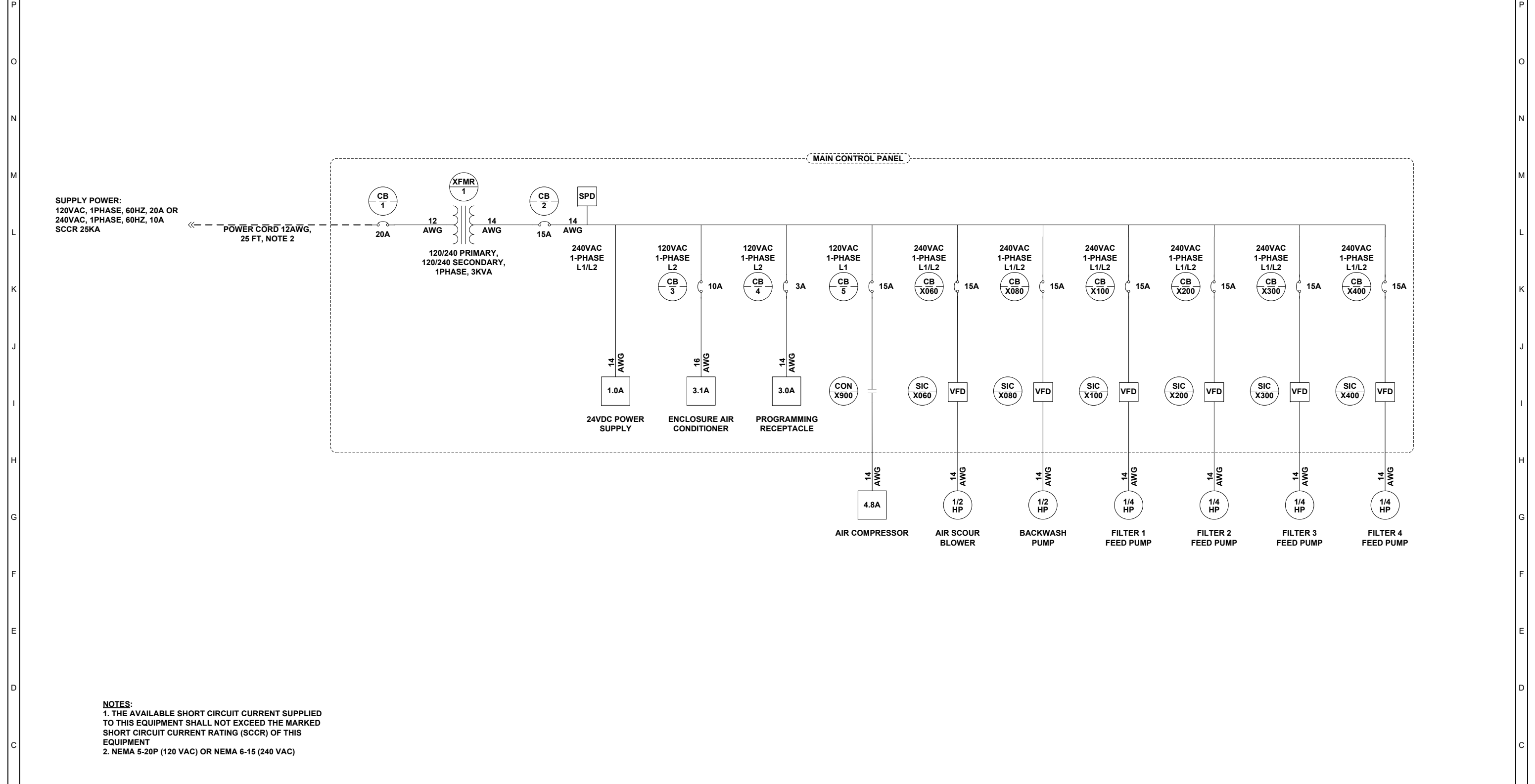
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FRAC:  $\pm 1/16$  0.XX:  $\pm 0.01$   
 ANGLES:  $\pm 1^\circ$  0.XXX:  $\pm 0.005$

<b>TITLE:</b> GRANULAR MEDIA FILTRATION MODULE - F1300 FILTRATION MODULE - GENERAL ARRANGEMENT BACK VIEW	
<b>CLIENT:</b> INTUITECH	<b>PROJECT:</b> 1688
<b>DRAWN BY:</b> DGW	<b>DRAWN DATE:</b> 3/30/2021
<b>DRAWING NAME:</b> 1688-XOGA-02	<b>P.O.:</b>
<b>SCALE:</b> NONE	<b>REVISION:</b> 1

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24



REV	DATE	BY	DESCRIPTION
1			
2			
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FRAC: ± 1/16    0.XX: ± 0.01  
 ANGLES: ± 1°    0.XXX: ± 0.005

<b>TITLE: FILTRATION MODULE MAIN CONTROL PANEL ONE LINE DIAGRAM</b>	
CLIENT: INTUITECH	PROJECT: 1688
DRAWN BY: DW	DRAWN DATE: 03/30/21
DRAWING NAME: 1688-X0LD-01	P.O.:
SCALE: NONE	REVISION: 0

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24

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

Consider and take action regarding approval of OKWIN LMR SERVICE AGREEMENT with the State of Oklahoma.

Attachments:

Service Agreement  
Appendix A-E

**II. STAFF COMMENTS AND ANALYSIS**

One of the benefits of the 800MHz radio upgrade project approved by voters in the 2022 GO Bond project included a direct network connection to the statewide 800MHz system. This agreement will allow the City to connect to and communicate on the state's system and allow the expansion of the 800MHz system to the NE corner of Oklahoma, the area currently lacking coverage.

**III. BUDGET IMPACT**

There are no costs incurred for signing this agreement.

**IV. RECOMMENDED ACTION**

Staff recommends approval of the OKWIN LMR SERVICE AGREEMENT with the State of Oklahoma.





## **OKWIN LMR SERVICES AGREEMENT**

**THIS AGREEMENT** (hereinafter referred to as “Agreement”) is entered into between the City of Bartlesville (hereafter “Entity”) and the State of Oklahoma (hereafter “State”) by and through the Office of Management and Enterprise Services (hereafter “OMES”) on behalf of the Oklahoma Department of Public Safety (hereafter “DPS” and collectively together, “Parties”), effective October 2, 2023 (the “Effective Date”). This Agreement represents the entire agreement between the Entity and State and supersedes all prior written and oral agreements between the Entity and State with respect to the subject matter herein.

**WHEREAS**, pursuant to certain duties set forth in 62 O.S. §34.11.1 et seq., the State Chief Information Officer, together with the Information Services Division of OMES as set forth in 62 O.S. §§ 34.12, 34.19, and 34.21, shall establish, implement, and enforce policies and procedure for the development and procurement of an interoperable radio communications system for state agencies. The State Chief Information Officer shall work with local governmental entities in developing the interoperable radio communications system; and

**WHEREAS**, pursuant to 62 O.S. §35.6.2, the Land Mobile Radio Public Safety Interoperability Cooperative (hereinafter referred to as “LMR-PSIC”) is established to focus on unifying, stabilizing and enhancing the infrastructure and capabilities for the land mobile radio public safety system communications for the State and shall collaborate with other public agencies, public entities and other interested parties having public safety radio communications requirements and resources; and

**WHEREAS**, pursuant to 74 O.S. §51.1a, the Oklahoma Office of Homeland Security shall establish minimum standards and protocols for acquisition, development, or enhancement of public safety communications technologies.

**WHEREAS**, the Oklahoma Wireless Information Network (hereinafter referred to as “OKWIN”) shall be used for public safety communications and to improve statewide interoperable communications.

**NOW THEREFORE**, the Parties are entering into this Agreement for the purpose of setting forth their respective duties and responsibilities in connection with the operation and maintenance of the OKWIN, and as such this Agreement shall encompass the Land Mobile Radio (“LMR” herein) services offered to the Entity by the State on behalf of the OKWIN. In furtherance of this Agreement, the Parties do hereby state as follows:

### **I. Definitions.**

For purposes of this Agreement, the Parties hereby set forth the following definitions:

- a. “Agreement” means this document and all appendices, amendments, modifications, addenda and renewals thereof.
- b. “Entity” means one of the following who is a party to this Agreement and designated herein as an Entity:
  - i. Any governmental office, association, agency, authority, office, bureau, board, council, court, commission, department, district, institution, unit, division body of any branch of a government, instrumentality, committee, public trust, and any entity specified as a political subdivision of the State pursuant to the Governmental Tort Claims Act or other entity designed to act on behalf of a political subdivision;



- ii. Any sovereign American Indian Tribe, or an out of state county or municipality or governmental entity in its state of origin; and
  - iii. Any organization or association authorized to utilize contracts awarded by the State via a multistate or multigovernment contact.
- c. "Fleet-Mapping" means a process through which the ROC organizes and provisions Radio IDs and Talkgroup IDs to an Entity with an active agreement with the State.
  - d. "GOS" means Grade of Service, the percent chance that a site request will result in an unacceptable busy indication, typically of three seconds or longer, based on the busiest hour or site usage as averaged over the term of the Agreement.
  - e. "ID Assignment Agreement" is a written transfer agreement between the transferor & transferee whereby transferor assigns to transferee all transferor's rights and assigns Radio IDs and/or Talkgroup IDs operating on the OKWIN.
  - f. "Management Control" means access and administrative permissions to alter or make configuration changes within the span of control authorized by the State.
  - g. "Master Site" means the digital controller and associated technology, owned by the State, residing in the City of Tulsa Public Safety Center located at 801 East Oklahoma Street, Tulsa, Oklahoma 74106.
  - h. "Mutual aid" means a talkgroup available to any public safety entity operating on OKWIN for incident command during planned and unplanned events, such as wildfires or pursuits.
  - i. "OKWIN" means Oklahoma Wireless Information Network; a digital trunked LMR communication system dedicated to public safety for the benefit of the Entities herein defined.
  - j. "Radio Unit" means a mobile, fixed, or portable radio communication device.
  - k. "ROC" means State Radio Operation Center that monitors operations and maintenance activities, performs administrative tasks, and serves as the help desk for the OKWIN. Contact the ROC by email at [okwin@dps.ok.gov](mailto:okwin@dps.ok.gov) or by phone at 405-425-7233.
  - l. "Talkgroup" means a virtual radio channel created for a trunked radio system, such as OKWIN, that allows a group of Radio Units to talk, hence talkgroup.

## II. Tiers of LMR Services Available Under OKWIN:

The State offers multiple tiers of service under the OKWIN. This section provides a brief overview of all levels of service available to the Entity. **Pursuant to the specifications in Appendix A, the Entity has selected Tier 4 with Console LMR services from the State.** If and to the extent any LMR Services provision is duplicated and addresses the same or substantially the same subject matter but does not create an actual conflict, the higher tier is deemed to supersede the lower tier(s).

- a. Tier I LMR Services: Subscriber.
  - i. Tier I LMR services references the subscriber tier, in which the Entity procures their Radio Units and subscribes to the OKWIN. The Entity shall be granted access to mutual aids and any assigned or authorized Talkgroups. Assigned Talkgroups shall be restricted by the ROC to coverage adequate for their jurisdiction.



- ii. The ROC shall authorize, assign, and manage Radio ID and Talkgroup ID Fleet-Mapping for the Entity. The Entity shall ensure Radio Units are programmed with a valid Radio ID. Duplicate Radio IDs or unauthorized Radio IDs are subject to being inhibited or disabled by the ROC without notice. The ROC shall notify Entity within 72 hours of any inhibited or disabled Radio IDs.
- iii. Furthermore, the ROC shall maintain a minimum GOS of 3%. The Entity's request for Radio ID's or Talkgroup ID's, including change requests to Talkgroup profiles that expand coverage, may result in the Entity being required to purchase additional hardware or software to maintain the minimum GOS of 3%.
- iv. The Entity assumes all cost and responsibility for purchasing, tuning and maintaining Radio Units operating on the OKWIN to include hardware or software upgrades as may be necessary from time to time. The State, through the LMR-PSIC, shall make the final determination if any upgrades are to be required for continued access to OKWIN and a timeline for when such requirements shall be mandated.
- v. The Entity accepts all responsibility and agrees to maintain their Radio Units to the manufacturer's specifications.
- vi. The Entity shall provide to the State a complete inventory of all Radio Units assigned a Radio ID. The information provided shall include, at a minimum, the manufacturer, model, and serial number of each Radio Unit and the assigned Radio ID.
- vii. The Entity shall not interface a Radio Unit with a gateway or other bridging device without prior written approval from the ROC. Failure to notify and obtain written approval from the ROC may result in any associated Radio IDs being disabled without notice. The Entity shall notify the ROC of any undisclosed interfaces immediately upon discovery. Furthermore, failure to disclose such interfaces in good faith may result in termination of this Agreement and revocation of access to the OKWIN.
- viii. The Entity shall notify the ROC of any lost or stolen Radio Unit within twenty-four (24) hours of knowing or having reason to suspect a lost or stolen Radio Unit.
- ix. The Entity is solely responsible for emergency alarm activation monitoring. The emergency alarm feature shall be disabled if the Radio Unit is not monitored. Furthermore, the ROC is not liable for emergency alarm monitoring.

b. Tier II LMR Services: Wireline Console.

- i. Tier II LMR Services references a wireline console directly wired to OKWIN. The wireline console tier applies to an Entity with a console using a direct physical connection to the OKWIN or connected through a Console Sub-System Interface. The Entity shall be granted access to mutual aids and any assigned or authorized Talkgroups.
- ii. The ROC shall authorize and assign Site IDs for console sites.
- iii. The Entity assumes all cost and responsibility for purchasing, maintaining, and operating wireline console sites on the OKWIN to include hardware or software upgrades as may be necessary from time to time. The State, through the LMR-PSIC, shall make the final determination if any upgrades are to be required for continued access to OKWIN and a timeline for when such requirements shall be mandated. Furthermore, the State shall



provide six (6) months prior written notice to the Entity for any improvements or enhancements that result in required hardware or software upgrades on the part of the Entity. In the event an improvement or enhancement for which six (6) months prior written notice is, in the reasonable opinion of both Parties, insufficient, the Parties shall reach a mutually agreed upon extension.

- iv. The Entity accepts all responsibility and agrees console sites and associated technology shall be maintained to the manufacturer's specifications.
- v. The Entity assumes all cost and responsibility for providing and maintaining connectivity to the Master Site. The ROC is not liable for outages related to connectivity between the console site and the Master Site.
- vi. The Entity is solely responsible for emergency alarm activation monitoring. Furthermore, the ROC is not liable for emergency alarm monitoring.

c. Tier III LMR Services: Infrastructure Proprietor.

- i. Tier III LMR services references services provided to an Entity that is the proprietor of Infrastructure. The infrastructure proprietor tier applies to an Entity with a LMR tower site(s) using a direct physical connection to the OKWIN and that shall provide expanded coverage or greater density of coverage for the OKWIN. The ROC shall be responsible for management control.
- ii. The ROC shall authorize and assign Site IDs for radio tower sites.
- iii. The Entity assumes all cost and responsibility for purchasing, maintaining, and operating radio sites on the OKWIN to include hardware or software upgrades as may be necessary from time to time. The State, through the LMR-PSIC, shall make the final determination if any upgrades are to be required for continued access to OKWIN and a timeline for when such requirements shall be mandated. Furthermore, the State shall provide six (6) months prior written notice to the Entity for any improvements or enhancements that result in required hardware or software upgrades on the part of the Entity. In the event an improvement or enhancement for which six (6) months prior written notice is, in the reasonable opinion of both Parties, insufficient, the Parties shall reach a mutually agreed upon extension.
- iv. The Entity agrees all radio tower sites and associated technology shall be maintained to the manufacturer's specifications.
- v. The Entity assumes all cost and responsibility for providing and maintaining connectivity to the Master Site. The ROC is not liable for outages related to connectivity between the radio tower site and the Master Site.
- vi. The ROC shall perform Management Control of all assigned sites, Radio IDs, and Talkgroup IDs on behalf of the Entity. Furthermore, the ROC shall maintain a minimum GOS of 3%.
- vii. The Entity is solely responsible for emergency alarm activation monitoring. The ROC is not liable for emergency alarm monitoring.

d. Tier IV LMR Services: Infrastructure Manager.



- i. The Tier IV LMR services apply to an infrastructure manager tier where an Entity with a radio tower site(s) uses a direct physical connection to the OKWIN and provides expanded coverage or greater density of coverage for the OKWIN. The Entity is responsible for management control of their sites and associated technology. System level management control shall be coordinated and approved by and through the ROC.
- ii. The ROC shall authorize and assign Site IDs for radio tower sites.
- iii. The Entity assumes all cost and responsibility for purchasing, maintaining, and operating radio sites on the OKWIN to include hardware or software upgrades as may be necessary from time to time. The State, through the LMR-PSIC, shall make the final determination if any upgrades are to be required for continued access to OKWIN and a timeline for when such requirements shall be mandated. Furthermore, the State shall provide six (6) months prior written notice to the Entity for any improvements or enhancements that result in required hardware or software upgrades on the part of the Entity. In the event an improvement or enhancement for which six (6) months prior written notice is, in the reasonable opinion of both Parties, insufficient, the Parties shall reach a mutually agreed upon extension.
- iv. The Entity agrees all radio tower sites and associated technology shall be maintained to the manufacturer's specifications.
- v. The Entity assumes all cost and responsibility for providing and maintaining connectivity to the Master Site. The ROC is not liable for outages related to connectivity between the radio tower site and the Master Site.
- vi. The Entity shall retain Management Control of all assigned sites, Radio IDs, and Talkgroup IDs. Furthermore, the Entity shall maintain a minimum GOS of 3%.
- vii. The Entity may transfer its rights and assigned Radio IDs and/or Talkgroup IDs to other entities operating primarily on radio tower sites assigned to the Entity, but Entity assumes all responsibility and liability for those entities. Furthermore, the Entity shall have ID Assignment Agreements with other Entities to whom they transfer their rights and assigned Radio IDs and/or Talkgroup IDs operating on the OKWIN. A copy of all such agreements shall be provided to the primary and secondary contacts listed in Appendix B. These contacts shall also be notified upon the termination or renewal of any of these agreements so that all assigned Radio IDs and Talkgroup IDs can be accounted for.
- viii. The Parties agree to minimize the number of Radio Units roaming into the exclusive domain of the other and shall obtain approval from same for such exceptions. In the event excessive roaming causes GOS degradation in excess of 3%, both the Entity and the State shall cooperate to resolve the matter in the most effective way to preserve public safety communications and to improve statewide interoperable communications.
- ix. The Entity shall be issued an advanced system key(s) for the OKWIN. The issued advanced system key(s) shall be set to expire after one (1) year and shall be renewed each year thereafter so long as the Entity has an active Agreement with the State for Tier IV LMR services. Furthermore, the Entity shall not distribute or grant access to the issued advanced system key to other parties without prior written consent from the State.



- x. The Entity agrees to participate in the Change Management Process for the OKWIN that governs the notification and approval of change requests with potential impact to programs and software, hardware, or any other voice and data processing service related to the OKWIN. The Change Management Process is further laid out in Appendix D and is incorporated into this Agreement by reference.
- xi. The Entity is solely responsible for emergency alarm activation monitoring. The ROC is not liable for emergency alarm monitoring.

### **III. Miscellaneous.**

- a. The Entity shall comply with all applicable federal and state statutes, laws, rules, and regulations, including but not limited to those of the Federal Communications Commission, as well as any policies or procedures issued by the State in regards to the OKWIN. Furthermore, the Entity acknowledges that, should any federal and/or state statutes, laws, rules, regulations, or policies and procedures change during the term of this Agreement and if this change necessitates a modification of the Agreement, the parties shall amend the Agreement in writing to include those changes.
- b. The Entity shall cooperate with, lend assistance to, and provide all information requested by the ROC.
- c. Pursuant to 62 O.S. §34.32 the State shall obtain an information security risk assessment to identify vulnerabilities associated with the OKWIN each year. The Entity acknowledges and agrees to cooperate and provide access for State assessors to inspect and review all components of the OKWIN, regardless of location. At a minimum, State assessors will perform the following as part of the risk assessment:
  - i. Review policies and processes, including but not limited to, audit logs, backups, generator checks, and security training;
  - ii. Review of physical security at selected facilities, such as doors, fences, cameras, locks and lighting, and review of technical security controls at the system and network layers; and
  - iii. Execute applicable tools, such as Nessus, Nap, antivirus logs, active directory, and router configuration, to check for vulnerabilities.

Furthermore, the Entity acknowledges and agrees to correct any findings, subject to appropriations availability, resulting from the information security risk assessment upon being notified, within a reasonable period as recommended by State assessors, of the deficit associated with the Entity and shall provide a written notice to the ROC when the findings are corrected. Failure to correct any findings may result in termination of the Agreement.

- d. All notices required or allowed pursuant to the terms hereof shall be in writing, which may be via electronic mail, and shall be deemed delivered when actually received by the applicable contact, as set forth herein.



#### **IV. Notices.**

All notices with regards to this Agreement [or any ID Assignment Agreement referenced in subsection II (d) (vii) herein] shall be sent to all parties listed in Appendix B. All notifications shall be made in writing to the addresses listed therein.

#### **V. Rate and Fee Schedule.**

The State retains the option to implement a rate and fee schedule as set forth by the LMR-PSIC to support life cycle management of the OKWIN on the condition that implementation of any such schedule shall be preceded by written amendment of the parties.

#### **VI. Term.**

The initial contract period shall begin on the Effective Date and shall extend through One (1) Year (the "Initial Term") with five (5) annual renewals, renewing automatically each year, unless terminated in accordance with applicable contract provisions or timely notice of non-renewal is issued. By mutual consent of the Parties hereto, it is intended that there shall be five (5) automatic annual renewals, subject to the terms and conditions set forth herein, each for duration of one (1) year.

After the Initial Term, the Agreement will annually renew automatically. Prior to each renewal, the State shall subjectively consider the value of this Agreement to the State. If the State determines changes are required as a condition precedent to renewal, the State and Entity will cooperate in good faith to evidence such required changes in an Amendment.

The terms of this Agreement and any purchase order issued for multiple years under this Agreement are contingent upon sufficient appropriations being made by the applicable state legislature, federal government or other appropriate government entity. Notwithstanding any language to the contrary in this Agreement, or any other contract document, either of the Parties may terminate its obligations under this Agreement if sufficient appropriations are not made by the Oklahoma Legislature, federal government or other appropriate governing entity to pay amounts that may become due under the terms of multiple year agreements in connection with this Agreement. The decision by a Party concerning whether sufficient appropriations are available shall be accepted by, and be final and binding on, the other Party.

#### **VII. Termination**

##### **a. Termination for Cause**

- i. The Entity may terminate this Agreement in whole or in part for default or any other just cause upon a sixty (60) days written notification to the State. The State may terminate this Agreement in whole or in part for default or any other just cause upon a sixty (60) day written notification to the Entity.
- ii. The State may terminate this Agreement immediately, in whole or in part, without a sixty (60) day written notice to the Entity, when violations are found to be an impediment to the function of the State and detrimental to the cause of an Entity, when conditions preclude the sixty (60) day notice, or when the State determines that an administrative error occurred prior to Agreement performance.
- iii. If this Agreement or certain obligations hereunder are terminated, the State, or Entity, as applicable and subject to Appendix "C", shall be liable only for payment for products



provided or services rendered and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

**b. Termination for Convenience**

- i. The State may terminate this Agreement, in whole or in part, for convenience if the State Chief Information Officer determines that termination is in the State's best interest. The State shall terminate this Agreement by delivering to the Entity a notice of termination for convenience specifying the terms and effective date of termination. The Agreement termination date shall be a minimum of sixty (60) days from the date the notice of termination is issued by the State.
- ii. The Entity may terminate this Agreement, in whole or in part, for convenience if notification is made in writing to the primary and secondary contacts listed in Appendix B as follows:
  1. For Tier I and/or Tier II Services, notification of termination must be made two (2) months in advance.
  2. For Tier III and/or Tier IV Services, notification of termination must be made four (4) months in advance.
- iii. If this Agreement or certain obligations hereunder are terminated pursuant to this section, the State, or Entity, as applicable and subject to Appendix "C", shall be liable only for products provided or services rendered and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

**VIII. Negotiated Terms.**

- a. The Parties have negotiated additional terms and responsibilities of LMR services and certain other terms of this Agreement as set forth in the following appendices to this Agreement, the terms of which are attached hereto and incorporated herein:

Appendix A	Additional Terms and Responsibilities
Appendix B	Contact Information
Appendix C	Dispute Process and Resolution
Appendix D	Change Management Process
Appendix E	Signatory Authorization

If any subject matter or provision is addressed in multiple documents, the most recent provision is deemed to supersede the earlier version.





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**IN WITNESS WHEREOF**, each of the Parties has entered into and caused its duly authorized representative to execute this Agreement.

**STATE OF OKLAHOMA**

**City of Bartlesville**

\_\_\_\_\_  
Authorized Signatory (See Appendix E)

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST

\_\_\_\_\_  
Clerk

APPROVED

\_\_\_\_\_  
Attorney



## APPENDIX "A"

### Additional Terms and Responsibilities

#### **I. Additional Terms.**

- a. The Entity shall be granted the following LMR Services: Tier I, Tier II, Tier 3, and Tier IV.
- b. The Entity shall be allocated 750 Subscriber Radio ID's within the range of 6900001 through 6900750. (See Trunked Radio User licensing below). All Radio ID's outside of the allocated range shall be vacated within one (1) year of the Agreement.
- c. The Entity shall be allocated 80 Talkgroup ID's within the range of 379 through 459. All Talkgroup ID's outside of the allocated range shall be vacated within one (1) year of the Agreement.
- d. The Entity shall be licensed for the following:
  - i. Affiliation Display (0);
  - ii. Dynamic Reports (0);
  - iii. MCC7500/MCC7100 Console (1 units of 5 each);
  - iv. P25 FDMA Trunking Operation Site (1);
  - v. Provisioning Manager (0);
  - vi. Radio Control Manager (0);
  - vii. System Historical Reports (0);
  - viii. Trunked Radio User (2 units of 500 each);
  - ix. Unified Event Manager (0);
  - x. Unified Network Configurator (0);
  - xi. Zone Historical Reports (0); and
  - xii. ZoneWatch (0).

#### **II. State Responsibilities.**

- a.

#### **III. Entity Responsibilities.**

- a.



**IN WITNESS THEREOF**, each of the Parties further agrees to these additional terms and responsibilities as outlined herein.

**STATE OF OKLAHOMA**

**City of Bartlesville**

\_\_\_\_\_  
Authorized Signatory (See Appendix E)

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## APPENDIX "B"

### Contact Information

With respect to issues related to the Agreement and performance thereof, the following persons at State and the Entity, respectively, are the primary and secondary contacts:

#### State Primary and Secondary Contact:

Primary Contact: Nicholas Carrao  
Title: Director of Communications & Electronic Services  
Address: 728 E I-240 Service Road, Oklahoma City, OK 73149  
Telephone: (405) 425-7237  
E-mail: Nicholas.Carrao@dps.ok.gov

Secondary Contact: James Rinta  
Title: Deputy Director of Communications & Electronic Services  
Telephone: (405) 425-7218  
E-mail: James.Rinta@dps.ok.gov

#### Entity Primary and Secondary Contact:

Primary Contact: Jay Hastings  
Title: Police Captain  
Address: 615 S. Johnstone  
Telephone: (918) 338-4019  
E-mail: jthastin@cityofbartlesville.org

Secondary Contact: Matt McCollough  
Title: IT Director  
Telephone: (918) 338-4156  
E-mail: mtmccoll@cityofbartlesville.org

Each party will provide the other with prompt written notice of revised contact information if either the primary or secondary contact listed herein is changed.

**STATE OF OKLAHOMA**

**City of Bartlesville**

\_\_\_\_\_  
Authorized Signatory (See Appendix E)

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## APPENDIX "C"

### Dispute Process and Resolution

- a. Formal notification to the State of a dispute related to the Agreement and performance thereof shall occur via the State Entity or Affiliate submitting a written notification to the Primary and Secondary Contact, as listed in Appendix B.

A written notification shall be submitted by one of the following methods:

- i. by e-mail; or
  - ii. by certified mail.
- b. The dispute resolution process shall initiate with the Primary and Secondary Contact and the State Entity or Affiliate working to amicably resolve the dispute.
- c. If resolution is not reached by the State and the State Entity or Affiliate within thirty (30) days of the notification of a dispute, the State Entity or Affiliate shall meet and work with the Commissioner of Public Safety or designee and the Director of the Office of Management and Enterprise Services or designee, who must have full settlement authority, and a mutually agreed upon qualified third party mediator to amicably resolve the dispute.



## APPENDIX "D"

### Change Management Process

#### I. Purpose

The Policy defines the process for notification and approval of change requests with potential impact to programs and software, hardware, or any other information-processing service related to the OKWIN.

#### II. Scope

The Policy applies to all State employees, Entity's with an active Tier IV LMR services agreement, and State contracted vendors who are involved in the request, authorization, approval, configuration, testing and/or implementation of software or hardware changes affecting the OKWIN.

#### III. Definitions

- a. The term "First Available" means during a change request with an emergency priority level, notifications shall be distributed prior to the application of an approved change or at the first available opportunity.
- b. The term "CAB" means Change Advisory Board which is made up of the State Primary Contact as listed in Appendix B and the Primary Contact for Entity's with an active Tier IV LMR service agreement. Secondary Contacts shall serve as designees in the event the Primary Contact is unavailable.

#### IV. Policy

Change management is a systematic approach to handling alterations, modifications, or otherwise make different any process or configuration. This policy is designed to limit potential disruptions in service and mitigate risk associated with changes to the OKWIN. Change management has three aspects: adapting to change, controlling change, and effecting change. The principle objective of this policy is to ensure changes to the Equipment are applied in a systematic and controlled manner that addresses all three aspects through a process of documentation, notification, and recovery procedures for each approved change request.

All change requests with potential impact to programs and software, hardware, or any other information-processing service related to the OKWIN shall be submitted to the ROC and reviewed by the CAB. The CAB shall hold regular meetings at intervals sufficient to approve and/or review change requests in a timely manner.

#### V. Priority

Each change request shall be categorized by a defined priority level that affects how the request is handled (e.g., notification window, scheduling deadline, approval process, and distribution list).



- a. The priority level of “Emergency” means a radio service or feature necessary for public safety communications and operations is unavailable or requires an immediate remedy to prevent disruption of services.
- b. The priority level of “Critical” means a radio service or feature necessary for public safety communications and operations requires an accelerated remedy to avoid adverse effects to the OKWIN and/or radio services.
- c. The priority level of “Standard” means a radio service or feature may be degraded and requires a remedy during a scheduled maintenance window.
- d. The priority level of “Routine” means a radio service or feature will not be impacted and requires a remedy during day-to-day operations or a scheduled maintenance window.

Priority	Approval	Scheduling	Notification	Distribution
Emergency	State	Immediate	First Available, After Action	State, Entity
Critical	State, Entity	Varies	24 Hours	State, Entity
Standard	State, Entity	30 Days	48 Hours	State, Entity
Routine	None	Not Applicable	None	None

Figure 1

As illustrated on Figure 1, each level of priority summarizes the requirements for approval, scheduling, notification, and distribution.

- e. The term “Approval” indicates who must approve a change request. Entity’s other than State are required to approve change requests affecting services within their span of control.
- f. The term “Scheduling” indicates the period of time for a submitted change request to be approved and have a set maintenance window scheduled.
- g. The term “Notification” indicates the minimum time required for notification prior to an approved change being implemented.
- h. The term “Distribution” indicates the minimum entities to be notified.

**VI. Requirements**

The Change Request form requires, but is not limited to, the following information:

- a. Request number;
- b. Requestor name and entity;
- c. Date submitted;





- d. Priority (routine, standard, critical, emergency) and Risk (high, medium, low);
- e. Summary of change, including potential impact to radio services and features;
- f. Groups affected (e.g., subscribers, wireline console users, and users);
- g. Requested date and time (start and end) for change;
- h. Detailed description of change;
- i. Description of procedure;
- j. Roll-back plan;
- k. Onsite emergency point of contact;
- l. Notification Message;
- m. Distribution List; and
- n. Approvals.

#### **VII. Change Control**

- a. All State employees, State contracted vendors, and Entity's with an active Tier IV LMR services agreement must follow and comply with the Change Management Policy.
- b. The ROC shall receive all change requests affecting the OKWIN and serve as the coordination point for approvals and notifications. All notifications shall be sent by email within established guidelines as listed in Figure 1.
- c. The ROC shall maintain a database of all change requests.
- d. All change requests shall be documented using a standardized form. The ROC shall be the owner of the change request form and maintain control of all document versions.

#### **VIII. Document Retention**

All change requests and any supporting documents shall be retained by the ROC for 36 months.

Jerry Moore  
State Chief Information Officer  
Information Services



OKLAHOMA  
Office of Management  
& Enterprise Services

Steven Harpe  
Director

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EFFECTIVE DATE: June 29, 2020

TO: Nicholas Carrao, Director of Communications and Electronic Services for the Oklahoma Department of Public Safety

FROM: D. Jerry Moore, Chief Information Officer

RE: Delegation of Authority by Chief Information Officer

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This memorandum serves to formalize that I, D. Jerry Moore, in my capacity as the Chief Information Officer for the state of Oklahoma, hereby delegate the authority herein described, on a non-exclusive basis, to Nicholas Carrao, Communications and Electronic Services Director (the "Designee"), at the Oklahoma Department of Public Safety. This Delegation of Authority supersedes any prior oral or written delegation by the Chief Information Officer and shall remain effective until rescinded or modified in the sole discretion of the Chief Information Officer. The delegation of authority described herein applies to the named individual.

To assist in performance of certain duties and responsibilities of the Chief Information Officer (CIO) set forth in the Oklahoma State Finance Act and the Information Technology Consolidation and Coordination Act, the Designee is delegated the following representative power and authority:

Signature authority for State public safety OKWIN Master Land Mobile Radio Service (LMR) Service Agreement.

This authority shall be contained to execution of the above referenced Agreements only, and not to modification of the Agreement, excluding the appendices, without the Chief Information Officer's written approval. The Designee shall provide to the office of the Chief Information Officer detailed monthly tracking reports for the LMR Agreements in effect.

*DJerryMoore*

---

D. Jerry Moore, Chief Information Officer

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

Consider and take action regarding approval of a 3-year Business Services Agreement with BTC with a monthly fee of \$1,000.00.

Attachments:

Business Services Agreement

**II. STAFF COMMENTS AND ANALYSIS**

One of the main benefits of the 800 MHz radio system purchased for the Police Department was the connection to the State-Wide 800 MHz system. To complete that connection, a dedicated circuit is required from the City of Bartlesville facility to the State's central location. BTC currently has infrastructure at the City of Bartlesville making the connection of equipment both efficient to install and economical between the two facilities at both the City and the State's master site.

**III. BUDGET IMPACT**

The City of Bartlesville currently has funding in the E-911 budget for the initial \$700.00 installation fee and the \$1,000.00 monthly fee.

**IV. RECOMMENDED ACTION**

Staff recommends approval of the Business Services Agreement, which includes a one-time installation fee as well as ongoing monthly costs, with BTC.



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

Approval of an Encroachment Agreement and Release of Liability with First Presbyterian Church for playground equipment that encroaches upon a portion of Dewey Avenue Right-of-Way.

Attachments:

Encroachment Agreement

**II. STAFF COMMENTS AND ANALYSIS**

The City of Bartlesville Community Development Department was recently contacted by First Presbyterian Church (FPC) to get a building permit to construct a shade structure over their daycare facility playground located at 505 South Dewey Avenue. The shade structure is a requirement of the Department of Human Services. Staff identified that it appeared as though a portion of the playground, and subsequently the proposed shade structure, would encroach upon approximately fourteen (14) feet of Dewey Avenue public right-of-way. To avoid removing the playground, which is an integral part of FPC's daycare program, staff has worked with FPC and the City Attorney to draft an Encroachment Agreement and Release of Liability. FPC had the property surveyed to identify and define the limits of the encroachment. The agreement acknowledges that the property owner has constructed or permitted construction of a playground upon the public right-of-way without permission, that the City is released of any liability that may arise from the encroachment, and the City reserves the right to require removal of the encroachments at any time if the encroached upon public right-of-way is required for public purposes.

**III. BUDGET IMPACT**

There is no budget impact for this item.

**IV. RECOMMENDED ACTION**

Staff recommends approval of the Encroachment Agreement and Release of Liability for the right-of-way encroachment at 505 South Dewey.

**City of Bartlesville, Oklahoma**  
ENCROACHMENT AGREEMENT AND RELEASE OF LIABILITY

This Encroachment Agreement and Release of Liability for an encroachment on a Public Right-of-Way is entered into by and between the City of Bartlesville, an Oklahoma municipality (City), and First Presbyterian Church, Gary Trook, President of Trustees (Owner) due to an existing playground encroaching into Public Right-of-Way. The Owner wishes to add a shade structure to said playground. The future shade structure is intended to be included in and made a part of this Encroachment Agreement and Release of Liability.

The City owns public rights-of-way adjacent to Owner's property. Said Owner's property is more particularly described as:

LOTS 1, 2, AND 3 OF BLOCK FORTY-SIX (46), ORIGINAL TOWN NOW CITY OF BARTLESVILLE, WASHINGTON COUNTY, STATE OF OKLAHOMA, ACCORDING TO RECORDED PLAT THEREOF.

also known as:

505 South Dewey Avenue, Bartlesville, Oklahoma

Owner has, without the permission of the City [presently known to either party], constructed or permitted the construction of structures or other encroachments, namely a playground upon the public right-of-way adjacent to said property, described as:

A TRACT OF LAND BEING A PART OF DEWEY AVENUE RIGHT OF WAY LYING EAST OF BLOCK 46 ORIGINAL TOWN OF BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 3 IN SAID BLOCK 46; THENCE N08°52'33"E ALONG THE EAST LINE OF LOT 3 AND LOT 2 OF SAID BLOCK 46 A DISTANCE OF 99.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N08°52'33"E ALONG SAID EAST LINE A DISTANCE OF 76.00 FEET; THENCE LEAVING SAID EAST LINE SB1°41'16"E A DISTANCE OF 14.14 FEET; THENCE S08°46'19"W A DISTANCE OF 76.13 FEET; THENCE N81°08'05"W A DISTANCE OF 14.28 FEET TO THE POINT OF BEGINNING.  
CONTAINING 0.025 ACRES (1081 SQUARE FEET), MORE OR LESS

The Owner shall not construct or permit additional encroachments upon the public right-of-way, and shall not substantially (in the sole judgment of the City) alter, improve, or add to the existing encroachments. If removed, Owner shall not replace the encroachment.

The City reserves the right to require Owner to remove all encroachments from the applicable public right-of-way at any time in the event that the encroached upon public right-of-way is required, in the sole judgment of the City, to be used for public purposes.

In consideration of the City's agreement to not require Owner to immediately remove all encroachments from the applicable public right-of-way, Owner agrees, on behalf of Owner, Owner's family and heirs, agents, devisees, successors, grantees, and assigns (collectively referred to as "Owner") to **waive any and all claims, causes of action, for damages of any kind or nature, including but not limited to any foreseen or unforeseen personal injury (including death), property damages (including loss of use), or other losses or damages arising from the construction, repair, or maintenance of streets/sidewalks or utilities within the public right-of-way**, against the City of Bartlesville, Oklahoma, its employees, officers, agents or assigns, which may arise out of or in connection with any aspect of the encroachment upon the above described right-of-way.

In consideration of the City's agreement to not require Owner to immediately remove all encroachments from the applicable public right-of-way, Owner also agrees to **indemnify, defend (at the City's option), and hold**

**harmless the City, its employees, officials, agents, representatives and volunteers from and against any and all causes of action (whether groundless or not), losses, liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature arising from the construction, repair, or maintenance of streets or utilities within the public right-of-way, directly or indirectly arising out of or in connection with the encroachment upon the above described right-of-way.**

In consideration of the City's agreement to not require Owner to immediately remove all encroachments from the applicable public right-of-way, Owner also agrees to reimburse City for any direct or indirect costs or expenses that the City may incur as a direct or indirect result of any encroachment upon the above-described property. The presence or absence of any insurance shall not be construed as a limitation on the duties or obligations of Owner under this Agreement.

Owner shall obtain release agreements as required by all other applicable utilities companies, and shall comply with all local, state, and federal regulations and laws which may be applicable to Owner's encroachment upon the above right-of-way.


**OWNER UNDERSTANDS THEY MAY INCUR PERSONAL, PROPERTY, AND/OR FINANCIAL RISKS AS A RESULT OF THIS AGREEMENT, AND OWNERS AGREE TO ACCEPT THESE RISKS KNOWINGLY AND VOLUNTARILY.**

Owner seeks this agreement with the City voluntarily, and acknowledges that no promises, agreements or other inducements have been made to Owner. Owner understands that the City of Bartlesville, Oklahoma will rely on this statement, that the terms of this Agreement are contractual in nature, and this Agreement is specifically designed to protect the City of Bartlesville, Oklahoma, its citizens, employees, officers, agents, and assigns.

This Agreement is perpetual and runs with the land forever.

**I HAVE READ THE ABOVE STATEMENT AND I UNDERSTAND IT. I HAVE SOUGHT AND OBTAINED ANY AND ALL LEGAL ADVICE I NEEDED OR MAY HAVE NEEDED PRIOR TO SIGNING THIS DOCUMENT, AND I SIGN THIS DOCUMENT FREELY AND VOLUNTARILY.**

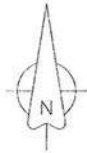
First Presbyterian Church of Bartlesville, Oklahoma

By:   
Gary Trook,  
President





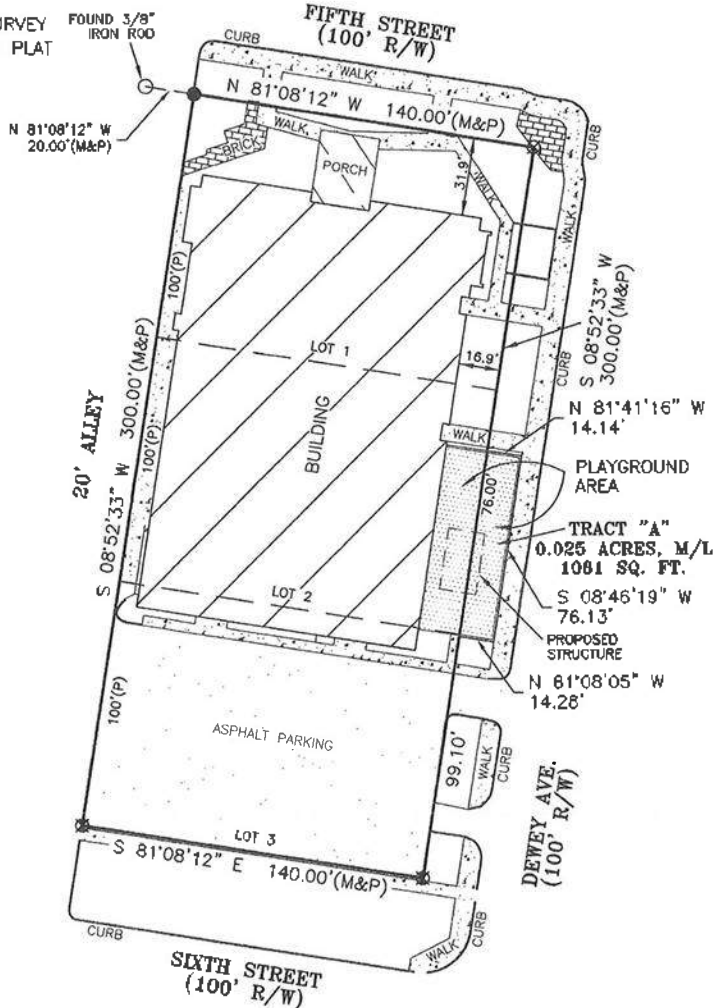
# BOUNDARY SURVEY



SCALE: 1" = 60'

**LEGEND:**

- (M) MEASUREMENT PER THIS SURVEY
- (P) MEASUREMENT PER RECORD PLAT
- 1/2" IRON ROD SET
- ⊗ 60D NAIL SET
- ⊗ 60D NAIL FOUND



**ADDRESS:** 505 SOUTH DEWEY, BARTLESVILLE, OKLAHOMA

**PROPERTY DESCRIPTION:**

LOTS 1, 2, AND 3 OF BLOCK FORTY-SIX (46), ORIGINAL TOWN NOW CITY OF BARTLESVILLE, WASHINGTON COUNTY, STATE OF OKLAHOMA, ACCORDING TO RECORDED PLAT THEREOF.

**TRACT "A" DESCRIPTION:**

A TRACT OF LAND BEING A PART OF DEWEY AVENUE RIGHT OF WAY LYING EAST OF BLOCK 46 ORIGINAL TOWN OF BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 3 IN SAID BLOCK 46; THENCE N08°52'33"E ALONG THE EAST LINE OF LOT 3 AND LOT 2 OF SAID BLOCK 46 A DISTANCE OF 99.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N08°52'33"E ALONG SAID EAST LINE A DISTANCE OF 76.00 FEET; THENCE LEAVING SAID EAST LINE S81°41'16"E A DISTANCE OF 14.14 FEET; THENCE S08°46'19"W A DISTANCE OF 76.13 FEET; THENCE N81°08'05"W A DISTANCE OF 14.28 FEET TO THE POINT OF BEGINNING. CONTAINING 0.025 ACRES (1081 SQUARE FEET), MORE OR LESS

I, KALEB J. MCKINNON, LICENSED PROFESSIONAL LAND SURVEYOR NO. 1799, IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY: (1) THAT THE ABOVE PLAT IS AN ACCURATE REPRESENTATION OF SURVEY DONE UNDER MY DIRECTION, AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, (2) THAT AN INDEPENDENT SEARCH OF THE ABSTRACT OR RECORDED DOCUMENTS TO DETERMINE EASEMENTS, ENCUMBRANCES OR RESTRICTIONS, WAS NOT MADE, (3) THIS PLAT OF SURVEY MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING

DATED THIS 26TH DAY OF JULY, 2023

**GENERAL NOTES:**

1. THE BASIS OF BEARING FOR THIS SURVEY IS OKLAHOMA STATE PLANE COORDINATE SYSTEM NAD 83, NORTH ZONE.
2. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR PRESENT

**MCKINNON LAND SURVEYING, LLC.**

19482 U.S. HIGHWAY 60, NOWATA, OK 74048  
 (918) 230-3927  
 EMAIL: MCKINNONLANDSURVEYING@GMAIL.COM  
 C.A. NO. 6511 EXP. 6/30/2025

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

Approval of Amendment No. 1 to the design contract with Heckenkemper Golf Course Design for design of the greens rebuild for Adams Municipal Golf Course.

Attachments:

Amendment No. 1 adding design services

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

One of the discretionary projects planned for the 2020 General Obligation (GO) Bond is the Adams Golf Course Greens Rebuild. \$700,000 was included in the 2020 GO Bond to reconstruct half of the greens at Adams Golf Course. The newest greens at Adams were rebuilt in 2000. The rest of the greens are original to the course that was built in the early '60's. Generally, the serviceable life for greens is around 20 years before maintenance becomes difficult and playability degrades. It is estimated that the majority of the greens have lost 25% to 35% of the playing surface due to encroachment of the fringe. The master plan for Adams Golf Course was last updated in 1999 in advance of the green reconstruction project that was completed in 2000. The City Council approved projects for a GO Bond election in October, 2023 at the June 5<sup>th</sup> regular meeting. One of the priority projects included on that ballot will be additional funding to reconstruct the rest of the greens for \$1,200,000. Adams Golf Course staff have also secured private funding to supplement the original \$700K in GO Bond funds to offset inflation and ensure half of the greens can be completed with available funding, along with design services. The City Council approved a design contract with Heckenkemper Golf Course Design, at the July 3<sup>rd</sup> regular meeting, to update the Master Plan for Adams Golf Course with the understanding that the contract would be amended at a later date to include design services for the greens reconstruction project. The master planning contract was approved for \$39,500.

Design of the greens reconstruction needs to begin in October to facilitate beginning construction on the greens next spring. Staff has negotiated a contract with Heckenkemper Golf Course Design to include the design services for the green reconstruction. Heckenkemper has proposed a price of \$205,500 for the design services, which is just under 10% of the anticipated construction cost for the project. The design services include topographic survey, preliminary design documents and estimate, final design documents and estimate, bidding services, and construction administration services. The fees for these services are in line with what is typical for design contracts when compared to the anticipated construction cost. The total project budget has accounted for these design services.

### **III. BUDGET IMPACT**

While \$700K was approved in the 2020 GO Bond, the funds will not be available until the December, 2023 issuance of those bonds. The \$1.2MM greens rebuild budget approved for the 2023 GO Bond election planned for October was determined based upon an updated cost estimate to complete all 18 greens on the course, along with the chipping green, putting green, and green nursery. The private funding mentioned above was also factored in to make sure that sufficient funding is in place for a complete project, including master planning and design services. Since GO Bond funding will not be available until December, 2023, a portion of the donor funding has been allocated for the master planning and design contracts. Sufficient funding is available from these sources.

### **IV. RECOMMENDED ACTION**

Staff recommends approving Amendment No. 1 to the Heckenkemper Golf Course Design contract which will add design and construction administration services for the greens reconstruction project, adding \$205,500 to the contract for a total revised contract amount of \$245,000.

**AMENDMENT NO. 1 TO CONTRACT FOR DESIGN SERVICES**

This Amendment made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Bartlesville, a municipal corporation ("City"), and its successors in interest, and PDG, LLC. d.b.a. Heckenkemper Golf Course Design ("Design Consultant").

**WITNESSETH:**

**WHEREAS**, the City and the Design Consultant entered into a contract on June 29, 2023, entitled:

**ADAMS GOLF CLUB MASTER PLAN**

**WHEREAS**, Contract Amendment No. 1 adds the full suite of golf course architectural design & construction administration services necessary to facilitate the renovation of the existing golf course putting greens at Adams Golf Club; and

**WHEREAS**, the original contract must be amended to incorporate the Design Consultant's work as described herein and associated fees; and

**WHEREAS**, the total compensation to be paid to the Design Consultant for this Contract and Amendment shall be as follows:

For the original Contract:

Not to exceed \$39,500 for Design Consultant services

For Amendment No. 1:

An increase not to exceed \$205,500 for Design Consultant services.

Total Amended Contract:

Not to exceed \$245,000 for all services.

**NOW, THEREFORE**, the parties agree to amend the Contract as follows:

I. Amend Paragraph 2. **Basic Services.** to read as follows:

**Basic Services.** The Design Consultant is hereby engaged and employed by the City to perform in accordance with good Design Consultant practices and in the best interest of the City all of the work as set out in the Original Contract and herein as outlined in item III, amended Exhibit A – Scope of Work, incorporated as a part of this Contract:

II. Amend Paragraph 4. **Compensation.** to read as follows:

**Compensation.** The aggregate total compensation for all Design Consultant services under this Contract shall not exceed a total fee of \$245,000 (an increase of \$205,500.00) for Basic Services as specifically set forth Exhibit B, attached hereto and incorporated herein.

III. Amend **EXHIBIT A – SCOPE OF WORK** by adding the following section:

**PHASE II – Scope of Work:**

**ADAMS GOLF CLUB GREENS RENOVATION PROJECT  
ESTIMATED CONSTRUCTION COST - \$2,050,000**

**TASK 1 DETAILED SURVEY/BASE MAP DEVELOPMENT**

- a) Project Area: The survey area for the projects consists of approximately 155 acres including the 18-hole golf course, driving range, clubhouse and parking lot area.
- a) Prepare in CAD and PDF formats a topographic contour map at 1-foot intervals, overlaid on a high-resolution aerial image. All outputs will be usable without special software by using interactive 3D cloud-based model and the PDF binder.
- b) The flight will be conducted by an M4 data collection specialist who is certified by the FAA with a Part 107A commercial UAS certification. Before or after the drone is launched, 10 benchmarks will be collected on the property with a cm accurate GPS unit that will be used to validate the accuracy of the 3D model after processing and provide benchmarks for stake-out.
- c) The drone used will be a fixed-wing platform (not multi-rotor) that will be flown at 400 feet above the ground, at which height it is rarely heard or noticed allowing for minimal impacts on play. From start to finish, including set-up and break-down the operation should be under 8 hours. The map produced will be accurate to within +/- 0.2 feet. The full project will be submitted to the client within 10 business days of the flight per course.
- d) Information collected during the survey will include all golf course features (putting greens, tees, sand bunkers, fairway lines and golf cart paths).

**TASK 2 PRELIMINARY PLAN SERVICES & DESIGN DEVELOPMENT**

- a) Prepare schematic design studies, including review and comment of the project and design development documents. The Design Consultant shall prepare schematic design studies consisting of drawings and other documents illustrating the scale and relationship of project components for approval by the City. The Design Consultant shall prepare from the approved schematic design studies the design development document/preliminary plans consisting of drawings and other documents to fix and describe the size and character of the project as to structural, mechanical and electrical systems, preliminary site drawing, materials and such other essentials as may be appropriate. The preliminary site drawing shall include a topographical survey of the site, layout of any existing proposed and/or recommended sanitary sewers, water lines, storm sewers, all other underground obstructions, street improvements, site drainage and detention studies as appropriate, any and/or all of which might affect the construction of this project.

- b) Prepare an approximate estimate of the construction costs of said improvements, extensions and repairs.
- c) Hold all necessary conferences with the City and all other interested parties.
- d) Formulate preliminary documents for all identified project requirements based upon discussions with the City during the Master Plan process relative to the proposed level of quality and course difficulty, method of course operation and maintenance, design philosophies and concepts, general budget parameters, area of land to be utilized, and routing guidelines.
- e) Prepare and submit Design Development Documents and a preliminary construction cost estimate for funded improvements including not limited to:
  - 1. Redesign of all existing golf course putting surfaces and surrounding green complexes.
    - a. The existing location of each green will be analyzed for agronomic suitability and architectural merit. Some greens may be relocated from their current location for safety reasons and/or design philosophies that enhance playability and strategic quality.
    - b. The renovated greens will be designed to be built to the standards set forth by the USGA Recommendations for a Method of Putting Greens Construction or a modified University of California method.
    - c. Grass type and species selection will be determined with input from the Golf Course Superintendent and Golf Course Operations Staff. This decision will be made in a way that aligns with the Owner's best management practices and desired agronomic conditions throughout the calendar year.
- f) Meet with the City, Golf Staff and/or relevant groups to review plans as required.
- g) Furnish the City three (3) copies of the design development document/preliminary plans and a preliminary construction cost estimate for the funded improvements at no cost to the City. The cost of any additional copies of preliminary documents as the City may require will be reimbursed at the net cost thereof. An electronic version will also be provided. The Design Consultant will incorporate all recommended changes from this review prior to submittal of the 65% review plans and specifications.
- h) The preliminary plans shall be recommended by the Golf Staff for formal approval by the City.

**TASK 3 CONSTRUCTION DOCUMENT/FINAL PLAN SERVICES**

- a) Prepare final plans, bid documents, specifications and estimate of costs.
- b) After approval of the design development document/preliminary plans in whole or in part by the City, the Design Consultant shall proceed as directed in writing by the City to prepare detailed plans and specifications, using wherever applicable, City standards, details and specifications for such work. The Design Consultant shall complete said plans and specifications for submission to the City for its approval. All

original plans must be reproducible.

- c) The Design Consultant will inform the City of all necessary utility upgrades in order to fully operate all systems within the facility. Should it be necessary to extend or relocate public utilities, storm sewer, sanitary sewer, waterlines, or paving, the Design Consultant shall enlist the aid of a Registered Professional Engineer at the City's request to prepare construction documents as may be required for these improvements.
- d) The Design Consultant shall assemble said plans and specifications for submission to the City for their approval. All original plans must be reproducible.
- e) Furnish the City three (3) copies of the 65% review plans and a construction cost estimate for the funded improvements at no cost to the City. The cost of any additional copies of 65% review documents as the City may require will be reimbursed at the net cost thereof. An electronic version will also be provided. The Design Consultant will incorporate all recommended changes from this review prior to submittal of the 90% plans and specifications.
- f) Meet with the City or its representatives at any time requested for consultation or conference as directed in writing by the City. Prior to submitting Final Plans, the Design Consultant will furnish and submit to the City three (3) copies of all 90% review plans and specifications with updated cost estimate included (at this point bid alternates will be identified to be included in the final cost estimate). An electronic version will also be provided. The Design Consultant will incorporate all recommended changes from this review prior to submittal of the 100% final plans and specifications.
- g) Prior to the submission of contract documents to the City for solicitation of bids, the Design Consultant shall submit plans and specifications required for the granting of all necessary building permits.
- h) Upon completion of final plans for formal submittal to the City, the Design Consultant will submit three (3) sets of all final plans and specifications, all necessary forms for construction proposals and advertisements for bids, subject to approval of the City, employing wherever applicable, standard City forms, in completed form. An electronic version will also be provided.

#### **TASK 4 BIDDING SERVICES**

- a) Distribute bidding plan sets electronically to the plan holders.
- b) Meet with the City or its representatives at any time requested for consultation or conference, as directed in writing by the City. In this connection, the Design Consultant shall hold at least one (1) pre-bid conference with prospective bidders.
- c) Answer all City and bidder's questions regarding the bidding of the project, and prepare and distribute upon approval by the City, all addendums for the project.
- d) Prior to bid opening, the Design Consultant shall submit a **sealed** construction cost

estimate to the City derived from the Design Consultant's approved final plans and specifications.

- e) The City will receive the proposals (bids) and the Design Consultant will receive a copy of the proposals from the City. The Design Consultant will review and evaluate the proposals and will make recommendations to the City for an award. The Design Consultant shall assist, review and make recommendations to the City on all construction contract issues.
- f) If bids are received, all of which exceed the estimated construction cost, the Design Consultant shall revise its plans as directed by the City, pursuant to paragraph number 21 "Estimated Cost for Construction" of this Contract.

#### **TASK 5            CONSTRUCTION ADMINISTRATION**

- a) The Design Consultant shall provide administration of the construction contract during construction and until final payment is made to the contractor. The City will provide on-site inspection on a day-to-day basis as well as all code inspections.
- b) Meet with the City or its representatives at any time requested for consultation or conference as directed in writing by the City.
- c) Assist in coordination of pre-work conferences for the contractor(s), the City and all other interested parties. The City will issue all work orders for the project.
- d) Establish permanent horizontal and vertical alignment control points throughout the entire project limits from which the construction contractor shall set its control for construction. Provide a permanent benchmark within two hundred (200) feet of the beginning and ending of the proposed construction. All surveys and control points shall be tied to the City's GIS control network and datum. Construction staking is to be performed by the construction contractor. The Design Consultant will periodically review the contractor's construction staking survey field notes and the actual staking to verify line and grade in accordance with the Contract Documents.
- e) Provide interpretation of the plans and specifications in accordance with the intent of the contract documents. Such interpretations shall be made upon request of the City and its representatives or the contractor, to safeguard the City against defects and deficiencies in the construction. When making such interpretations and decisions, the Design Consultant will endeavor to secure faithful performance by the contractor. The Design Consultant does not guarantee the performance of the contract by the contractor(s), and shall not be responsible for a contractor's failure to carry out the work in accordance with the contract documents. The Design Consultant will remain engaged and involved during the construction process and will determine, in general, if the work is being performed in a manner indicating that the work, when completed, shall be in accordance with the contract documents.
- f) Perform coordination of the work of inspection and laboratories selected by the City for the inspection and testing of construction materials. Receive reports and recommend approval or rejection of the materials based upon reports made by such laboratories or bureaus. The costs of all such tests and inspection by laboratories will be paid by the City.



- g) Review and recommend approval of testing laboratory claim vouchers.
- h) Visit the site with qualified Architectural, civil, structural, mechanical, electrical, etc., representatives at intervals appropriate to the stage of construction to become familiar with the progress and quality of the work. This will take place at a scheduled weekly on-site meeting with the City, contractor and the Design Consultant or his consultants. The Design Consultant or his consultants will also make periodic inspections at critical stages of construction that fall outside the standard inspections the city inspector would make. These would include specialty construction items. The Design Consultant will further determine, in general, if the work is being performed in a manner indicating that the work, when completed, shall be in accordance with the contract documents. However, the Design Consultant is not required to make exhaustive or continuous on-site inspections to check quality or quantity of the work. The Design Consultant will keep the City informed of progress of the work and will endeavor to guard the City against defects and deficiencies of the work. The City will assign a city inspector to the project that will communicate with the Design Consultant as necessary in between scheduled weekly meetings. The City inspector will keep a daily log for workdays and general progress of the project.
- i) Review all necessary information for monthly estimates of the quantity of work performed and review the claim vouchers for payments to be made to the contractor(s) during the progress of the work and upon completion of any and all work and report the same to the City.
- j) Review the contractor's final request for payment and certify that, to the best of its knowledge and industry standards, the completed work conforms to plans and specifications.
- k) Prepare and keep a record of the meeting minutes for the weekly meeting including a summary of work performed by any contractor on this project for the previous work week and distribute to the City and all interested parties a weekly construction observation report. The report shall be distributed by the following weekly construction meeting.
- l) Except as otherwise provided in this contract, communications with the Design Consultant's consultants will be through the Design Consultant. Communications with the contractor's subcontractors and material suppliers will be through the contractor. Communications with other City contractors will be through the City. The Design Consultant shall be available at all times for the purpose of communication.
- m) Recommend rejection to the City and/or City Inspector of work that does not conform to the contract documents. At any time during construction, the Design Consultant may be given the authority to require additional inspection or testing of the work by the City.
- n) Review for conformance with contract documents and approve or take other appropriate action upon the contractor's submittals, such as shop drawings, product data and samples. The Design Consultant's review of submittals will be promptly completed, but no longer than fourteen (14) calendar days from receipt of submittals. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all

of which remain the responsibility of the contractor as required by the contract documents. The Design Consultant's review of the contractor's submittals will not relieve the contractor of its contractual obligation to the City as required by the contract documents. The Design Consultant's review of the contractor's submittals will not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. The Design Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

- o) The Design Consultant shall reply to contractor's requests for information, prepare clarification drawings, prepare change orders, field orders, amendments, field changes and construction change directives. The Design Consultant may recommend minor changes in the work, not inconsistent with the intent of the contract documents. Such recommended changes shall be made by written order approved by the City and shall be binding upon the contractor.
- p) Conduct observations and inspections as required to determine the quality of work to be accepted and the date or dates of final completion and acceptance. The Design Consultant shall receive and forward to the City all written warranties and any related documents required by the contract documents and assembled by the contractor. The Design Consultant will recommend approval of the contractor's final certificate of payment upon completion of the work and compliance with the requirements of the contract documents.
- q) Review reports furnished by the City's inspector to evaluate and determine compliance with the contract documents. Significant variations between reported conditions and the contract documents shall be verified by the Design Consultant and resolved with the contractor and the City. The Design Consultant's duty to review reports and initiate remedial action shall not extend to the contractor's construction means, methods, techniques, sequencing or procedures or for safety precautions and programs in connection with the work.

IV. **AMEND EXHIBIT B – COMPENSATION** as attached herein:

**EXHIBIT B  
COMPENSATION  
ADAMS GOLF CLUB MASTER PLAN  
PAGE 1**

Under the terms of this Contact, the Design Consultant agrees to perform the work and services described in this Contract. The City agrees, in accordance with the limitations and conditions set forth in the Contract, to pay an amount not to exceed \$245,000 (an increase of \$205,500.00) for Basic Services as specifically set forth in this Exhibit B.

**B.I. Basic Work and Services**

Compensation for basic services may not exceed \$245,000 (an increase of \$205,500.00), and in no event may the Design Consultant receive compensation in excess of the amount listed for each task for performance of its basic services.

The Design Consultant may receive up to the following amounts of the not to exceed amounts for services rendered upon the completion of the following tasks. Partial payments of the not to exceed amounts for each task may be invoiced for incremental work completed. Not to exceed amounts below are accumulative for successive tasks.

**A. FEE BREAKDOWN BY TASKS**

Task 1 an amount of:  
\$. 15,000.

Completion and submittal of the final survey/base information for the Project areas.

Task 2 an amount of:  
\$. 65,000.

Completion and recommendation by the City for approval of the preliminary plans for the project.

Task 3 an amount of:  
\$. 75,000.

Completion and acceptance by the City of the final plans and specifications for the project.

Task 4 an amount of:  
\$. 9,000.

Award of the construction contract to the successful bidder.

Task 5 an amount of:  
\$. 41,500.

Upon completion and final acceptance by the City of the completed project. Said amount is to be paid proportionately to the level of completion of the Design Consultant.

**IT IS UNDERSTOOD AND AGREED BY AND BETWEEN,** the City and the Design Consultant that, as amended by this Instrument, all terms and conditions of the original Contract shall remain in full

force and effect and the provisions of this Instrument shall become a part of the original Contract as if fully written herein.

**IN WITNESS WHEREOF**, this Contract Amendment was approved and executed by the City of Bartlesville this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**ATTEST:**

**THE CITY OF BARTLESVILLE**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

**IN WITNESS WHEREOF**, this Contract Amendment was executed and approved by the Design Consultant this 28th day of September, 2023.

  
\_\_\_\_\_  
President  
PDG, LLC. d.b.a. HECKENKEMPER  
GOLF COURSE DESIGN



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

The Oak Wood Addition plat was filed with Washington County in 1982. Some required infrastructure had been installed prior to the plat being filed, however it was not all accepted by the City of Bartlesville, and has not all been in use since it was installed. Currently located within the Oak Wood Addition are six attached single-family residences on Acorn Drive, ten detached single-family residences on Palmetto Drive, and one detached zero lot line single-family residence on Lahoma Drive. These and several other lots within the subdivision are not owned by Arcadian Housing, LLC/LW Development, LLC.

Arcadian Housing, LLC/LW Development, LLC intends to develop single-family detached residences on lots within the subdivision under their ownership, pursuant to an amendment to the Planned Unit Development (PUD) approved by Planning Commission on February 24, 2023 and City Council on March 6, 2023. City Staff has reviewed the development proposal and finds that the property requires or may require reconstruction or installation of required public improvements, including streets, water lines, sewer lines, stormwater lines and facilities, fire hydrants, and sidewalk to achieve the desired single-family detached development plans. The purpose of this Development Agreement is to guide this process and ensure the adequate and timely provision of these improvements. It does not negate any other requirement imposed by approval of the approved PUD Amendment.

The most recently submitted Site Development Plan submitted with building plans is attached for reference. Arcadian Housing, LLC/LW Development, LLC has reviewed and approved the proposed Development Agreement.

## **III. RECOMMENDATION ACTION**

Staff recommends approval of the Development Agreement at the City Council Regular Meeting on October 2, 2023.

## **DEVELOPMENT AGREEMENT**

### **ARCADIAN HOUSING, LLC OAK WOOD ADDITION**

THIS DEVELOPMENT AGREEMENT made this \_\_\_ day of \_\_\_\_\_, 2023, by and between Arcadian Housing, LLC, an Oklahoma limited liability company, LW Development, LLC, an Oklahoma limited liability company, and their successors in interest and assigns, hereinafter referred to as “the Developer”, being the record owner of approximately 30 acres more or less of property described below, and the City of Bartlesville, Oklahoma, a Municipal Corporation, 401 S. Johnstone Avenue, Bartlesville, Oklahoma 74003, hereinafter referred to as “the City”; and

**WHEREAS**, the Developer obtained conditional approval of a Planned Unit Development (PUD) Amendment and Site Development Plan from the Bartlesville City Planning Commission on February 28, 2023 (Case No. PUD-0123-0025/26), and City Council adopted Ordinance 3567 affirming this PUD Amendment and Site Development Plan, and changed the zoning of property from RS-7 / PUD to RS-7 / PUD Amended, with respect to the development of property more particularly described as:

Lots 9-12 & 14-22 in Block 1, Lots 7-8 & 11-28 in Block 2, Lots 1-28 in Block 3, Lots 1-12 in Block 4, Lots 1-22 in Block 6, Lots 20-31 in Block 7 – Oakwood Addition, Bartlesville, Oklahoma, Washington County.

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

**WHEREAS**, the Developer plans to build single-family detached housing on the Property, and the Property requires reconstruction or installation of required public improvements, including streets, water lines, sewer lines, stormwater lines and facilities, fire hydrants, and sidewalk,

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

1. The City’s Subdivision Regulations, Ordinances, Resolutions, and other Policies of the City are hereby incorporated by reference in this Agreement as if herein fully set forth and shall in all respects be binding upon the Developer, except as may be modified by this Agreement.
2. Prior to the issuance of building permits for single-family detached residences on the Property, the Developer shall install or reconstruct required public improvements in accordance with Bartlesville development regulations and all other regulations, standards, and specifications for the City of Bartlesville enacted prior to the execution of this Agreement, and as listed below.
3. Should the Developer desire a phasing of the installation of public improvements, said phasing shall follow the order listed in the table below subject to performance bonds or other financial security compliant with City Subdivision Regulations being provided.

<p style="text-align: center;"><b>1</b> Entire Oak Wood Addition</p>	<ul style="list-style-type: none"> <li>▪ Stormwater hydrology and hydraulics analysis and associated engineering plans for stormwater system including curb and gutter, inlets, lines, and detention; and design, construction, and City approval/acceptance of said system.</li> <li>▪ Construction of detention pond in the northwest Permanent Open Area of Oak Wood Addition.</li> <li>▪ Investigation of sanitary sewer via CCTV, pressure test on pipes, and vacuum test on manholes.</li> </ul>
<p style="text-align: center;"><b>2</b> Acorn Drive, Part of Oak Park Road, Part of Carol Road</p>	<p>Street and stormwater:</p> <ul style="list-style-type: none"> <li>▪ Reconstruction of Oak Park Road from Palmetto Drive to Acorn Drive</li> <li>▪ Reconstruction of Acorn Drive;</li> <li>▪ Reconstruction of Carol Road from Palmetto Drive to Acorn Drive</li> </ul> <p>Water:</p> <ul style="list-style-type: none"> <li>▪ Installation of a fire hydrant mid-block.</li> </ul> <p>Sanitary Sewer Line:</p> <ul style="list-style-type: none"> <li>▪ Repair, reconstruction, installation of line west of Lot 10, Block 2 (if determined to be necessary by the City after Developer investigation).</li> </ul>
<p style="text-align: center;"><b>3</b> Oak Park Road from Acorn Drive to Miller Drive</p>	<p>Street and stormwater:</p> <ul style="list-style-type: none"> <li>▪ Reconstruction of Oak Park Road from Acorn Drive to Miller Drive;</li> </ul> <p>Water:</p> <ul style="list-style-type: none"> <li>▪ Repair, reconstruction, installation of water line along Oak Park Road and north side of Lots 19 and 20, Block 7, Oak Wood Addition, connecting to Lahoma Drive water line;</li> </ul> <p>Sanitary Sewer Line:</p> <ul style="list-style-type: none"> <li>▪ Repair, reconstruction, installation of sanitary sewer line in rear of lots from Lots 20 to 31, Block 7, Oak Wood Addition (if determined to be necessary by the City after Developer investigation).</li> </ul>
<p style="text-align: center;"><b>4</b> Palomino Drive</p>	<p>Street and stormwater:</p> <ul style="list-style-type: none"> <li>▪ Reconstruction of Palomino Drive</li> <li>▪ Reconstruction of Carol Rd from Palomino Drive to Acorn Drive</li> </ul> <p>Water:</p> <ul style="list-style-type: none"> <li>▪ Repair, reconstruction, installation of water line along Palomino Drive, and Carol Rd between Palomino Drive and Acorn Dr</li> <li>▪ Installation of a fire hydrant mid-block.</li> </ul> <p>Sanitary Sewer:</p> <ul style="list-style-type: none"> <li>▪ Repair, reconstruction, installation of sewer line for Block 3, Oak Wood Addition, connecting to Carol Rd line and sewer line south along Carol Rd to Palmetto Drive.</li> </ul>



<p style="text-align: center;"><b>5</b> Miller Drive</p>	<p>Street and stormwater:</p> <ul style="list-style-type: none"> <li>▪ Reconstruction of Miller Drive and reconstruction of Carol Rd from Miller to Palomino.</li> </ul> <p>Water:</p> <ul style="list-style-type: none"> <li>▪ Repair, reconstruction, installation of water line along Miller Dr, and south along Carol Road to Acorn Drive.</li> <li>▪ Installation of a fire hydrant mid-block.</li> </ul> <p>Sanitary Sewer:</p> <ul style="list-style-type: none"> <li>▪ Sanitary sewer serving Block 4 shall be investigated via CCTV, pressure test on pipe, and vacuum test on manholes by the Developer. Defects discovered through this investigation shall be repaired by the City.</li> </ul>
<p style="text-align: center;"><b>6</b> Carol Road</p>	<p>Street and stormwater:</p> <ul style="list-style-type: none"> <li>▪ Reconstruction of Carol Rd from Miller Drive north to Oak Park Rd right-of-way, construction of Oak Park Rd east to Virginia Avenue.</li> </ul> <p>Water:</p> <ul style="list-style-type: none"> <li>▪ Repair, reconstruction, installation of water line along Carol Rd north and west to Virginia Avenue.</li> </ul> <p>Sanitary Sewer:</p> <ul style="list-style-type: none"> <li>▪ Sanitary sewer serving Lots 1-24, Block 6 shall be investigated via CCTV, pressure test on pipe, and vacuum test on manholes by the Developer. Defects discovered through this investigation shall be repaired by the City.</li> </ul>

4. Sidewalk shall be installed by the Developer in right-of-way abutting each lot prior to issuance of Certificates of Occupancy. Excluding lots on the west side not owned by the Developer, sidewalk on both sides of Oak Park Road and Carol Road between Palmetto Drive and Acorn Drive shall be installed at the time of Developer's reconstruction of those road segments.
  
5. Construction of Private Park and Amenities shall be installed in Permanent Open Area by the Developer upon submittal and approval of a site plan to the Community Development Department and prior to issuance of building permits for single family residences on Miller Drive. Private Park and Amenities shall include:
  - A. a playground east of Oak Park Rd right-of-way with sidewalk along the perimeter;
  - B. a pedestrian trail around the detention pond west of said right-of-way connecting to sidewalk on the north end of Lot 20, Block 7, with ADA compliant street crossing east to the Private Park.

6. Prior to the issuance of building permits for single-family detached residences on the Property, the Developer shall create a property owners' association consisting of properties described in the legal description with this agreement, and amend the plat covenants to include restrictions and covenants of said association. The association shall collect dues for the purposes of maintenance of the private park and enforcement of private covenants, conditions, restrictions and rules. The covenant amendment shall provide for individual lot financial responsibility on a pro rata basis for costs of common area maintenance.
7. The Developer shall be responsible to record this Agreement with the County Clerk's Office of Washington County and to furnish the City a copy of the Agreement as recorded.
8. The Developer acknowledges that in the event they breach any provision of this Agreement, the City may withhold approval of any or all building permit applications, certificates of occupancy, or other development permit or land use application.
9. The parties to this Agreement acknowledge that the terms hereof are contractual and not a mere recital. Furthermore, the parties also acknowledge that this Agreement shall be filed of record with the Washington County Clerk's Office, and that it shall run with the Property, and shall bind the parties, their successors in interest, and all assigns.

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

**ARCADIAN HOUSING, LLC,**  
an Oklahoma limited liability company

By: **Arcadian Housing Management, LLC,**  
an Oklahoma limited liability company,  
its Managing Member

By: **LW Housing Management, LLC,**  
an Oklahoma limited liability company,  
its Managing Member

By: \_\_\_\_\_  
**Lance A. Windel, Manager**

STATE OF OKLAHOMA                    )  
  ) ss  
County of Washington                 )

Before me, the undersigned, a Notary Public, in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared LANCE WINDEL, as manager of LW Housing Management, LLC, an Oklahoma limited liability company, the managing member of Arcadian Housing Management LLC, an Oklahoma limited liability company, the managing member of Arcadian Housing, LLC, an Oklahoma limited liability company, the entity which executed the forgoing instrument, and acknowledged that he did sign said instrument as such officer on behalf of said company, duly authorized; that said instrument was signed as his free act and deed individually, and the free act and deed of said corporation.

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

My commission expires:

CITY:

\_\_\_\_\_  
Dale Copeland, Mayor

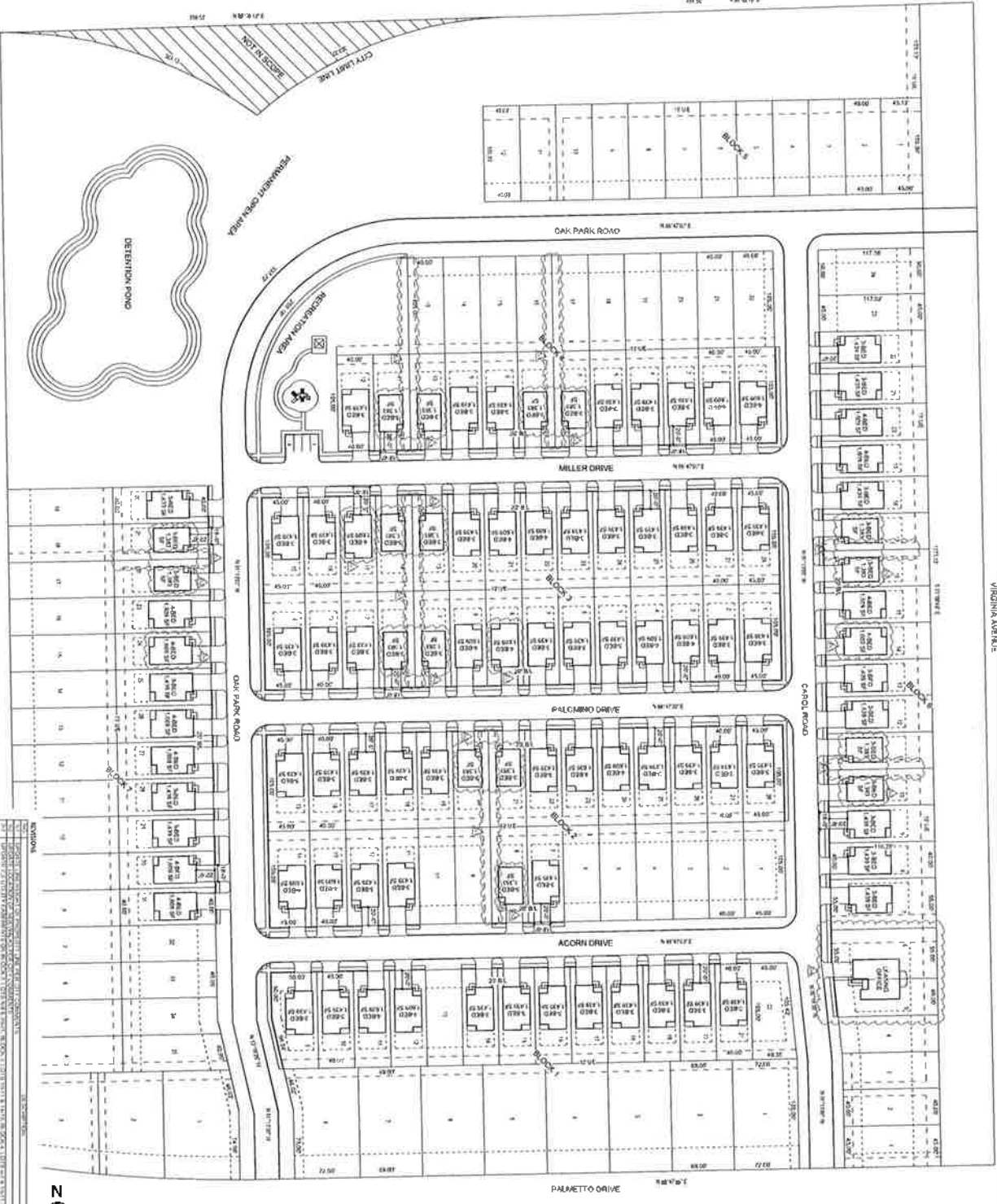
\_\_\_\_\_  
Date

ATTEST:

City Clerk

(City Seal)

1 SITE OVERVIEW



NOTES:

1. THIS SITE OVERVIEW IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A CONTRACT.
2. THE INFORMATION CONTAINED HEREIN IS BASED ON THE RECORDS OF THE CITY OF BARTLESVILLE, OKLAHOMA.
3. THE INFORMATION CONTAINED HEREIN IS BASED ON THE RECORDS OF THE CITY OF BARTLESVILLE, OKLAHOMA.
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10. THE INFORMATION CONTAINED HEREIN IS BASED ON THE RECORDS OF THE CITY OF BARTLESVILLE, OKLAHOMA.



DATE: 05.09.23  
 SHEET NO: A001  
 SITE OVERVIEW

HANS THOMAS & ASSOCIATES  
 ARCHITECTS  
 1000 S. CENTRAL STREET # 100  
 BARTLESVILLE, OKLAHOMA 74603  
 405.336.1111



# ARCADIAN ADDITION

## BARTLESVILLE, OKLAHOMA

HANS THOMAS & ASSOCIATES  
 1000 S. CENTRAL STREET # 100  
 BARTLESVILLE, OKLAHOMA 74603  
 405.336.1111

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

Approval of an Agreement for Professional Planning and Landscape Architecture Services with Halff Associates, Inc. for a Comprehensive Plan for the City of Bartlesville.

Attachments: Agreement for Professional Planning and Landscape Architecture Services with Halff Associates, Inc

**II. STAFF COMMENTS AND ANALYSIS**

Updating the city's Comprehensive Plan is one of the action steps in the city's Strategic Plan, Bartlesville NEXT, to accomplish the strategic priorities of Economic Vitality and Community Character for the community. One of the key objectives within the Economic Vitality priority is the reevaluation of the city's development regulatory policies, to ensure all rules, regulations, and processes align with best practices, and reflect the character of the community. Another key objective within the Community Character priority is the development and maintenance of healthy lifestyle options as a segment of our parks, recreation and transportation systems. An updated Comprehensive Plan will provide the basis for achieving both of these objectives, and more.

The updated Comprehensive Plan will provide guidance to residents, developers, businesses, institutions, stakeholders, city policymakers and staff, for the physical, economic, and social development of Bartlesville over the next 20 to 30 years. The Comprehensive Plan will take approximately 12 months to develop, and it ultimately would be adopted by City Council. It will involve extensive community input from the public and stakeholders, to realize the community's vision, goals, and objectives for the future.

The Comprehensive Plan process will include data collection and analysis of current conditions in the city, a projection of future population growth, calculation of land area capacities for current and future land uses, including residential, commercial, industrial, parks and recreation, and employment centers. It will provide an analysis and plan for the provision of infrastructure, and conservation of natural and fiscal resources for the long-term growth, resiliency, and sustainability of the community.

Half Associates, Inc. was selected by a Comprehensive Plan Committee out of a group of 15 firms that submitted proposals in response to the City's Request for Qualifications publicized this summer.

**III. BUDGET IMPACT**

The total cost for these services and process is \$244,000.00, with options for additional services such as regulatory code assessment and reformation, small area/neighborhood plan development, and training on plan implementation, at additional cost. The budget for this comprehensive plan project approved in the Fiscal Year 2023-24 capital budget is \$250,000, allocated to the Community Development Department.

**IV. RECOMMENDED ACTION**

Staff recommends approval of this agreement with Halff Associates, Inc. for the development of a Comprehensive Plan for the City of Bartlesville.

**AGREEMENT FOR PROFESSIONAL PLANNING AND LANDSCAPE ARCHITECTURE SERVICES ON  
A DEFINED SCOPE OF SERVICES BASIS**

This Agreement for Professional Planning and Landscape Architecture Services (“Agreement”) is entered into by the **City of Bartlesville** an **incorporated municipality** of the State of **Oklahoma** (“Client”), duly authorized to act by the **City Council** of said Client, and **HALFF ASSOCIATES, INC.**, a Texas corporation, acting through a duly authorized officer (“Planner and Landscape Architect”), relative to Planner and Landscape Architect providing professional Planning and Landscape Architecture services to Client. Client and Planner and Landscape Architect may be collectively referred to as the “Parties” or individually as a “Party”.

**WITNESSETH:**

For the mutual promises and benefits herein described, Client and Planner and Landscape Architect agree as follows:

**I. TERM OF AGREEMENT.** This Agreement shall become effective on the date of its execution by both Parties and shall continue in effect thereafter until terminated as provided herein.

**II. SERVICES TO BE PERFORMED BY PLANNER AND LANDSCAPE ARCHITECT.** Planner and Landscape Architect shall provide to Client basic Planning and Landscape Architecture services as described in the Scope of Services attachment and fully incorporated herein as “**Exhibit A**” which services may include, but will not be limited to, those services normally rendered by a Planner and Landscape Architect to an **incorporated municipality**. Planner and Landscape Architect shall perform its obligations under this Agreement as an independent contractor and not as an agent or fiduciary of any other party.

**III. COMPENSATION.** Client agrees to pay monthly invoices or their undisputed portions within forty-five (45) days of receipt. Payment later than forty-five days shall include interest at the rate set by the OK State Treasurer until the date Planner and Landscape Architect receives payment. Such interest is due and payable when the overdue payment is made.

It is understood and agreed by the Parties that the Planner and Landscape Architect’s receipt of payment(s) from Client is not contingent upon Client’s receipt of payment, funding, reimbursement, or any other remuneration from others.

Time-related charges will be billed as specified herein as “**Exhibit B**” attached and fully incorporated in this Agreement. Unless stated otherwise in this Agreement, direct expenses, subcontracted services, and direct costs will be billed at actual cost plus a service charge of ten percent (10%). Mileage will be billed at current IRS rates.

**IV. CLIENT’S OBLIGATIONS.** Client agrees that it will (i) designate a specific person to act as Client’s representative, (ii) provide Planner and Landscape Architect with any previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to Client, when necessitated by a project, (iii) provide site access, and to provide those services described in the attached Scope of Services, assist Planner and Landscape Architect in obtaining access to property necessary for performance of Planner and Landscape Architect’s work for Client, (iv) make prompt payments in response to Planner and Landscape Architect’s statements and (v) respond in a timely manner to requests from Planner and Landscape Architect. The Planner and Landscape Architect is entitled to rely upon and use, without independent verification and without liability, all information and services provided by Client or Client’s representatives. Additional Client responsibilities will include those as specified in “**Exhibit C**” attached and fully incorporated in this Agreement.

**V. TERMINATION OF WORK.** Either Client or Planner and Landscape Architect may terminate this Agreement at any time with or without cause upon giving the other Party thirty (30) calendar days’ prior written notice. Client agrees that termination of Planner and Landscape Architect for Client’s convenience shall only be utilized in good faith and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of Planner and Landscape Architect’s services under this Agreement by Client or by another service provider. Following Planner and Landscape Architect’s receipt of such termination notice Client shall, within thirty (30) calendar days of Client’s receipt of Planner and Landscape Architect’s final invoice, pay Planner and Landscape Architect for all services rendered and all costs incurred up to the date of Planner and Landscape Architect’s receipt of such notice of termination.

**VI. OWNERSHIP OF DOCUMENTS.** Upon Planner and Landscape Architect's completion of services and receipt of payment in full, Planner and Landscape Architect shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection with Planner and Landscape Architect's performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced, and used by Client for the purpose of constructing, operating, and maintaining the improvements. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Planner and Landscape Architect and may not be used or reused, in any form, by Client without the express written authorization of Planner and Landscape Architect. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Planner and Landscape Architect, will be at Client's sole risk and without liability or legal exposure to Planner and Landscape Architect or to Planner and Landscape Architect's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Planner and Landscape Architect may reuse all drawings, reports, data, and other information developed in performing the services described by this Agreement in Planner and Landscape Architect's other activities. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Planner and Landscape Architect, and Planner and Landscape Architect makes no warranties, either express or implied, of merchantability or fitness for any particular purpose. In no event shall Planner and Landscape Architect be liable for any damages, including but not limited to indirect or consequential damages, as a result of Client's unauthorized use or reuse of the electronic files. Client is aware that differences may exist between the electronic files delivered and the printed hard-copy original documents. In the event of a conflict between the signed original documents prepared by Planner and Landscape Architect and any electronic or other files or data provided, it is understood and agreed that the original signed or sealed hard-copy documents shall govern.

**VII. NOTICES.** Any notices to be given hereunder by either Party to the other may be affected either by personal delivery, in writing, or by registered or certified mail.

**VIII. SOLE PARTIES AND ENTIRE AGREEMENT.** This Agreement shall not create any rights or benefits to anyone except Client and Planner and Landscape Architect and contains the entire Agreement between the Parties. Oral modifications to this Agreement shall have no force or effect.

**IX. INSURANCE.** Planner and Landscape Architect shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter, professional liability insurance. The limits of liability shall be \$2,000,000 per claim and in the aggregate. Planner and Landscape Architect shall submit to Client a certificate of insurance prior to commencing any work for Client.

**X. PROMPT PERFORMANCE BY PLANNER AND LANDSCAPE ARCHITECT.** All services provided by Planner and Landscape Architect hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of the Planning and Landscape Architecture profession in the State of **Oklahoma** applicable to such Planning and Landscape Architecture services contemplated by this Agreement.

**XI. CLIENT OBJECTION TO PERSONNEL.** If at any time after entering into this Agreement Client has any reasonable objection to any of Planner and Landscape Architect's personnel, or any personnel, professionals and/or consultants retained by Planner and Landscape Architect, Planner and Landscape Architect shall promptly propose substitutes to whom Client has no reasonable objection, and Planner and Landscape Architect's compensation shall be equitably adjusted to reflect any difference in Planner and Landscape Architect's costs occasioned by such substitution.

**XII. ASSIGNMENT.** This Agreement is binding on the heirs, successors, and assigns of the Parties hereto. Neither this Agreement, nor any claims, rights, obligations, suits, or duties associated hereto, shall be assigned or assignable by either Client or Planner and Landscape Architect without the prior written consent of the other Party. Further, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Planner and Landscape Architect and Client and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of Planner and Landscape Architect and Client and not for the benefit of any other party (no third party beneficiaries).

**XIII. JURISDICTION AND VENUE.** This Agreement shall be administered under the substantive laws of the State of **Oklahoma** (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance and enforcement. Exclusive venue shall lie in any court of competent jurisdiction in **Washington County, Oklahoma**.

**XIV. INTEGRATION, MERGER AND SEVERABILITY.** This Agreement and the Scope of Services, including fee and schedule are fully incorporated herein and represent the entire understanding of Client and Planner and Landscape Architect. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties. This Agreement constitutes, represents and is intended by the Parties to be the complete and final statement and expression of all the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

**XV. EXCLUSIVITY OF REMEDIES.** The Parties acknowledge and agree that the remedies set forth in this Agreement (Agreed Remedies) are and shall remain the Parties' sole and exclusive remedy with respect to any claim arising from, or out of, or related to, the subject matter of this Agreement. The Parties agree that Planner and Landscape Architect is to have no liability or responsibility whatsoever to Client for any claim(s) or loss(es) of any nature, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy.

**XVI. TIMELINESS OF PERFORMANCE.** Planner and Landscape Architect shall perform its professional services described in the Scope of Services "**Exhibit A**" with due and reasonable diligence consistent with sound professional practices.

**XVII. DISPUTE RESOLUTION.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to schedule a series of no less than two (2) meetings of senior personnel of Client and Planner and Landscape Architect in which the disagreement or conflict will be discussed. The first of such meetings will be scheduled as soon as possible following identification of such disagreement or conflict and the second meeting must occur within thirty (30) calendar days following the initial meeting. Subsequent meetings, if any, may be scheduled upon mutual agreement of the Parties. The Parties agree that these two (2) meetings are conditions precedent to the institution of legal proceedings unless such meetings will adversely affect the rights of one or more of the Parties as such rights relate to statutes of limitation or repose.

**XVIII. PROJECT ENHANCEMENT/BETTERMENT. IF A COMPONENT OF CLIENT'S PROJECT IS OMITTED FROM PLANNER AND LANDSCAPE ARCHITECT'S CONTRACT DOCUMENTS DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF PLANNER AND LANDSCAPE ARCHITECT, PLANNER AND LANDSCAPE ARCHITECT WILL NOT BE LIABLE TO CLIENT TO THE EXTENT OF ANY BETTERMENT OR ADDED VALUE TO THE PROJECT. SPECIFICALLY, CLIENT WILL BE RESPONSIBLE FOR THE AMOUNT IT WOULD HAVE PAID TO THE CONSTRUCTION CONTRACTOR (OR SUPPLIER OR SUBCONTRACTOR OR OTHER) FOR THE COMPONENT AS IF SUCH HAD BEEN INCLUDED IN PLANNER AND LANDSCAPE ARCHITECT'S CONTRACT DOCUMENTS. NOTWITHSTANDING THE FOREGOING, PLANNER AND LANDSCAPE ARCHITECT WILL BE RESPONSIBLE, IF AT ALL, TO THE EXTENT REASONABLE AND NECESSARY TO PLACE CLIENT IN THE SAME POSITION IT WOULD HAVE BEEN BUT FOR SUCH BREACH OR NEGLIGENCE, FOR THE REASONABLE (I) RETROFIT EXPENSE, (II) WASTE, OR (III) INTERVENING INCREASE IN THE COST OF THE COMPONENT FURNISHED THROUGH A CHANGE ORDER FROM THE CONTRACTOR. TO THE EXTENT THAT THE CONTRACTOR PROVIDED UNIT PRICING, CLIENT UNDERSTANDS AND AGREES THAT THE ISSUE OF INTERVENING UNIT COST INCREASES WOULD ONLY BE APPLICABLE TO NEWLY IDENTIFIED ITEMS, NOT INCREASES IN QUANTITY OF EXISTING ITEMS.**



IF IT IS NECESSARY TO REPLACE A COMPONENT OF THE PROJECT DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF PLANNER AND LANDSCAPE ARCHITECT, PLANNER AND LANDSCAPE ARCHITECT WILL NOT BE LIABLE TO CLIENT FOR THE ENHANCEMENT OR UPGRADE OF THE COMPONENT BEYOND THAT ORIGINALLY INCLUDED IN THE CONTRACT DOCUMENTS. IN ADDITION, IF THE COMPONENT HAS AN IDENTIFIABLE USEFUL LIFE THAT IS LESS THAN THE SYSTEM/STRUCTURE/IMPROVEMENT ITSELF, THE DAMAGES OF THE OWNER SHALL BE REDUCED TO THE EXTENT THAT THE USEFUL LIFE OF THE COMPONENT WILL BE EXTENDED BY THE REPLACEMENT THEREOF.

SHOULD THERE BE AN ALLEGATION OF ERROR, NEGLIGENCE, BREACH OR OTHER DEFICIENCY IN THE SERVICES OF PLANNER AND LANDSCAPE ARCHITECT OR ANY OF ITS CONSULTANTS, AND SHOULD SUCH ALLEGATION RELATE TO A CONDITION, COMPONENT, OR ITEM IN THE SERVICES OR THE PROJECT THAT IS ALLEGED OR OTHERWISE CLAIMED TO BE INACCURATE OR OMITTED FROM PLANNER AND LANDSCAPE ARCHITECT'S DRAWINGS, INSTRUMENTS OR OTHER DOCUMENTS PREPARED UNDER THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED BY ALL PARTIES THAT PLANNER AND LANDSCAPE ARCHITECT AND ITS CONSULTANT'S LIABILITY, IF ANY, SHALL EXCLUDE ANY AND ALL DAMAGES, COSTS, OR EXPENSES THAT CREATE OR RESULT IN ADDED VALUE, UPGRADE, BETTERMENT OR ENHANCEMENT OF THE PROJECT AS SUCH RELATE TO THE INACCURATE OR OMITTED CONDITION, COMPONENT, OR ITEM AS ORIGINALLY DESIGNED.

**XIX. AGREED REMEDIES**

**A. IT IS THE INTENT OF THE PARTIES TO THIS AGREEMENT THAT PLANNER AND LANDSCAPE ARCHITECT'S SERVICES UNDER THIS AGREEMENT SHALL NOT SUBJECT PLANNER AND LANDSCAPE ARCHITECT'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LEGAL EXPOSURE FOR CLAIMS AND RISKS ASSOCIATED WITH THE SERVICES THAT ARE EITHER PERFORMED OR PERFORMABLE UNDER THIS AGREEMENT.**

**B. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND PLANNER AND LANDSCAPE ARCHITECT AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY, CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF PLANNER AND LANDSCAPE ARCHITECT AND PLANNER AND LANDSCAPE ARCHITECT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO, THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES OF PLANNER AND LANDSCAPE ARCHITECT OR PLANNER AND LANDSCAPE ARCHITECT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED PLANNER AND LANDSCAPE ARCHITECT'S FEE RECEIVED FOR THE SERVICES PERFORMED, ADJUSTED DOWNWARD TO ACCOUNT FOR SUBCONSULTANT/SUBCONTRACTOR FEES INCURRED AND REIMBURSABLE EXPENSES UNDER THIS AGREEMENT.**

**C. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PLANNER AND LANDSCAPE ARCHITECT SHALL INDEMNIFY AND HOLD HARMLESS THE CLIENT, ITS OFFICIALS, COUNCIL MEMBERS, OFFICERS AND EMPLOYEES FROM AND AGAINST LIABILITIES AND DAMAGES, WHICH ARISE BY REASON OF DEATH OR INJURY TO PROPERTY OR PERSONS BUT ONLY TO THE EXTENT CAUSED BY THE NEGLIGENT ACT OF OMISSION OF WILLFUL MISCONDUCT OF THE PLANNER AND LANDSCAPE ARCHITECT, ITS EMPLOYEES, AGENTS, OR OFFICERS. IN THE EVENT THAT THE CLIENT AND CONSULTANT ARE FOUND TO BE CONCURRENTLY NEGLIGENT, THE PARTIES AGREE THAT ALL LIABILITY BE CALCULATED ON A COMPARATIVE BASIS OF FAULT AND RESPONSIBILITY AND THAT NEITHER PARTY SHALL BE REQUIRED TO DEFEND OR INDEMNIFY THE OTHER PARTY FOR THAT PARTY'S NEGLIGENT OR INTENTIONAL ACTS, ERRORS OR OMISSIONS.**

**D. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, PLANNER AND LANDSCAPE ARCHITECT SHALL HAVE NO LIABILITY TO CLIENT FOR CONTINGENT, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT; OPERATING COSTS AND FACILITY DOWNTIME; OR OTHER SIMILAR BUSINESS INTERRUPTION LOSSES, HOWEVER, THE SAME MAY BE CAUSED.**

**E. CLIENT MAY NOT ASSERT ANY CLAIM AGAINST PLANNER AND LANDSCAPE ARCHITECT AFTER THE SHORTER OF (1) THREE (3) YEARS FROM SUBSTANTIAL COMPLETION OF SERVICES GIVING RISE TO THE CLAIM, OR (2) THE STATUTE OF LIMITATION PROVIDED BY LAW.**

**F. IT IS UNDERSTOOD AND AGREED BY BOTH PARTIES TO THIS AGREEMENT THAT THE FIRST TEN DOLLARS (\$10.00) OF REMUNERATION PAID TO PLANNER AND LANDSCAPE ARCHITECT UNDER THIS AGREEMENT SHALL BE IN CONSIDERATION FOR INDEMNITY/INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT.**

**XX. WAIVER.** Any failure by Planner and Landscape Architect to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Planner and Landscape Architect may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

**XXI. SIGNATORIES.** Client and Planner and Landscape Architect mutually warrant and represent that the representation of each who is executing this Agreement on behalf of Client or Planner and Landscape Architect, respectively, has full authority to execute this Agreement and bind the entity so represented.

**IN WITNESS WHEREOF**, the Parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**HALFF ASSOCIATES, INC.**

**CLIENT: CITY OF BARTLESVILLE, OKLAHOMA**

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

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **EXHIBIT A SCOPE OF SERVICES**

### **City of Bartlesville, Oklahoma Comprehensive Plan**

Under contract to the City of Bartlesville (the “City”), Halff Associates, Inc. (“Halff”) will provide planning services to the City to prepare a Comprehensive Plan. The Comprehensive Plan (the “Plan”) will provide guidance for the physical, economic, and social development of Bartlesville. This planning process and the resulting policies will be critical to the City's ability to promote and manage growth, development, and redevelopment and to protect key areas of importance while accommodating future trends. This effort includes identifying what makes the City unique, establishing the vision of what Bartlesville wants to become in the future, and determining how the City achieves that vision through ongoing execution of a multi-year work program.

Halff’s project involvement and facilitation will be conducted according to this scope of services (Exhibit A), and contingent upon Exhibit B (Basis of Compensation), and Exhibit C (Support Services of the City of Bartlesville).

### **PLANNING PROCESS PARAMETERS**

This scope of services is subject to the following parameters:

1. It is anticipated that the Plan will take 12 months to complete – including delivery of a draft report to the City Council. The subsequent timeframe and adoption of the final Plan will vary depending on the City’s scheduling preferences.
2. The project will begin from the date of contract execution and will follow a task-by-task schedule prepared as part of the project initiation process outlined in this scope of services. Any adjustments made to the project schedule during the project term will be jointly agreed upon between the City and Halff.
3. The study area will include all property within the Bartlesville municipal limits. Other surrounding properties or facilities that may be utilized by the City to ensure orderly long-term growth and development may be considered as applicable and as agreed upon between the City and Halff.
4. Draft and final Plan reports will be prepared in Adobe In-Design format. Reports will be provided to the City in INDD and PDF format suitable for distribution electronically and for posting to the City website. Mapping files will be provided in ArcGIS format including shapefiles and layer packages for use by the City.
5. Tasks undertaken as part of this planning effort may occur concurrently where appropriate, or in some cases may vary from the sequence shown in the scope of work.
6. References to a “Trip” within this Exhibit refer to travel to the City by members of the Halff team from outside of Washington County, Oklahoma. If deemed necessary and upon

agreement between the City and Halff “Trip” activities, meetings, and events may be conducted solely as “virtual” engagements using suitable video-conferencing technology.

7. Where possible, committee and planning meetings will be scheduled by Halff and/or the City on concurrent days and evenings for greater project efficiency.
8. Any additional meetings or events beyond those shown in the scope of work will be considered an additional service and are not included in this scope of services.

### **SCOPE OF WORK**

Specific tasks and subtasks related to the execution of this scope of services include the following:

#### **TASK 1: PROJECT ORGANIZATION**

The Bartlesville Comprehensive Plan will relate to the City’s past and ongoing community development efforts. Halff will work with City staff to capture and analyze the community’s existing conditions and will identify factors that will influence how this Plan will be built.

##### **1.1 PROJECT ADMINISTRATION AND INITIATION**

Halff will undertake the following activities to ensure the efficient initiation and ongoing administration of the planning process:

- A. Project Administration.** Halff will conduct ongoing administrative tasks throughout the planning period. Halff and the City’s designated project manager will schedule reoccurring bi-weekly project coordination meetings to establish routine communication and discuss monthly progress reports, project website administration, and other project updates.
- B. Project Initiation.** Halff will convene a project kick-off meeting with the City’s designated project manager and tour the community.
  - **Kick-off Meeting (Trip #1):** Halff will meet with the designated project manager to discuss project logistics, review and finalize a community outreach plan, establish key milestones, request needed information, establish goals, evaluate project brand elements, etc.
  - **Administrative Meetings (Trip #1):** Halff will conduct three (3) small-group meetings with municipal department directors to gather initial project information and to gain a better understanding of community issues and capacities.
  - **Community Tour (Trip #1):** The City’s designated project manager and invited City department heads will guide Halff staff on a driving tour of Bartlesville to highlight issues, opportunities, and challenges related to public service delivery.

- C. **Pre-planning and Background Information.** Halff will submit to the City an initial written request for data, plans, policies and procedures, maps, reports, and any other materials required to conduct the activities described in this scope of work.

## 1.2 COMMUNITY AUDIT

Halff will conduct initial planning analysis activities, including an assessment of community data and physical conditions. Subtasks include:

- A. **Data Collection and Analysis.** Halff will review and analyze statistics and previous studies and plans that may influence the planning effort and ongoing municipal policies and programs.
- B. **Population Projections.** Halff will calculate preliminary population growth projections in preparation for the subsequent planning exercises.
- C. **Record of Accomplishments.** City staff will provide Halff with a summary of recent capital expenditures, changes to operations, policies and procedures enacted extending over at least the preceding five (5) fiscal years and the relationship of this information with adopted City planning documents. This information will be used by Halff to generate a “record of accomplishments” for use in subsequent community outreach activities.

## 1.3 COMMUNITY UNDERSTANDING

Halff will meet with community representatives and project committees to gather input and feedback on the planning process and gain understanding of community character, vision, and needs (**Trip #2**).

- A. **Focus Groups.** Halff will meet with key community representatives to guide initial plan analysis and development. These listening sessions will be used to identify important community issues in relation to the future of Bartlesville (**Task 2.3(A)**).
- B. **Council Interviews.** Halff will meet individually or in small groups (non-quorum) with the Mayor and members of City Council to discuss their perspectives on city-wide and issues and opportunities (**Task 2.3(B)**).
- C. **Comprehensive Plan Advisory Committee (CPAC).** Halff will meet with the CPAC to present a project overview and to conduct a visioning work session (**Meeting #1, Trip #2, (Task 2.4)**).
- D. **Technical Advisory Committee (TAC).** Halff will meet with the TAC to present an overview of the project and conduct a visioning work session **Meeting #1, Trip #2, (Task 2.4)**.

## TASK 1, MEETING SUMMARY

**Task 1** meetings include: **A)** Project coordination meetings (**bi-weekly, ongoing**) **B)** Kick-off meeting (**Trip #1**) **C)** Community tour (**Trip #1**) **D)** Focus group meetings (**4 total, Trip #2**) **E)** City Council interviews (**beginning during Trip #2**) **F)** CPAC Meeting #1 (**Trip #2**) and, **G)** TAC Meeting #1 (**Trip #2**).

## TASK 1, ITEMS PROVIDED BY CITY

City data, plans, policies and procedures, maps, reports, capital expenditures, and other materials as described in the task descriptions and Exhibit C (Support Services of the City of Bartlesville).

## TASK 1, KEY DELIVERABLES

Key **Task 1** deliverables will include: **A)** Population projections **B)** Record of accomplishments, and **C)** Meeting materials and summaries.

## TASK 2: COMMUNITY OUTREACH

On-site and online community outreach activities will occur throughout the project term. Subtasks include those activities that will be administered on a recurring or ongoing basis. Where applicable, many of the subtasks listed herein are also cross-referenced in subsequent tasks to illustrate their relationship to other project activities.

### 2.1 COMMUNITY OUTREACH PLAN

Halff will produce a community outreach plan in the form of a technical memorandum, which will state the goals and process for community outreach and engagement and present the plan to the City's designated project manager during the kick-off meeting (**Task 1.1**). The memorandum will expand upon this scope of services by listing outreach techniques, responsible parties, and anticipated outreach schedule and by noting how each activity integrates with the planning process.

Upon City approval of the community outreach plan, Halff will begin "behind-the-scenes" preparation of materials for conducting community outreach activities, including online survey and interactive map preparation and the tentative scheduling of community meetings. Community outreach materials will be prepared in partnership with the City.

### 2.2 PROJECT BRAND

Concurrent with the preparation of the community outreach plan (**Task 2.1**), Halff will coordinate with the City to create a project brand that will be incorporated into all relevant project materials. Brand elements will include a logo, color palette, font styles, and project name or tagline that reflects the intent of the comprehensive plan.

While Halff's activities will occur in coordination with the city's designated project manager, it is presumed that all branding material will be subject to review and approval by the City's Communications Department. It will be at the City's discretion to determine whether final approval of branding materials occurs at the staff-level or if CPAC endorsement will be required. Regardless, all branding materials must be approved prior to launch of any project-related online materials. Unnecessary delays in the approval of the project brand may delay the overall project schedule.

### 2.3 FOCUS GROUP MEETINGS

**A. Focus Group Meetings.** Halff will meet with key community representatives to guide initial plan analysis and development. These listening sessions will be used to identify

important community issues in relation to the future of Bartlesville. Meetings will be topical so that a more in-depth discussion may occur on specific issues; however, it is understood that some attendees may participate in meetings based on time availability. A single City staff representative is recommended to attend each focus group meeting to provide insight and expertise.

Four (4) focus group meetings will be facilitated by Halff with representatives of key interest groups or organizations as selected by the City (with Halff input). Focus group participants should be distinct from CPAC membership and should not exceed more than 12 participants per session. Focus group meetings will be conducted in an informal interview format, will last between 60-90 minutes, and will occur during normal business hours. It is intended that all focus group meetings occur in conjunction with the initial CPAC meeting (**Meeting #1, Trip #2**), however, the City and Halff may agree to postpone one or more meetings to align with other project benchmarks and/or scheduled Trips.

(**Note:** Additional focus group meetings will be conducted in relation to a placemaking design workshop (**Task 4.2**), but membership of such groups will be distinct from those referenced within this task.)

- B. City Council Interviews.** Halff will meet individually or in small groups (non-quorum) with the Mayor and members of City Council to discuss their perspectives on city-wide and issues and opportunities. City Council interviews may occur in-person as a part of **Trip #2, Trip #3 and/or via** video-conferencing technology. Video-conference interviews must occur between **Trip #2** and **Trip #3** to ensure the timely participation of elected officials prior to Halff initiating most assessment activities.

## 2.4 COMMITTEE MEETINGS

**A. Comprehensive Plan Advisory Committee (CPAC).** The Comprehensive Plan will be prepared with the input of a CPAC whose membership shall be determined by the City in consultation with Halff. A total of six (6) CPAC meetings will be held in conjunction with project benchmarks and milestones. Benchmark meetings will occur as follows (although the City and Halff may agree to scheduling and agenda changes as the project progresses):

- **Meeting #1: Project Kick-off (Trip #2).** In addition to the focus group meetings held during **Trip #2**, Halff will meet with the CPAC to present an overview of the project and conduct a visioning work session.
- **Meeting #2: Review of Preliminary Findings (Trip #4).** Halff will meet with the CPAC to present an overview of preliminary findings which includes a summary of early public engagement, initial assessment of existing conditions, and other preliminary assumptions to move forward.
- **Meeting #3: Future Development Plans (Virtual).** Halff will meet with the CPAC to receive feedback on proposed future development plans.

- **Meeting #4: Placemaking Work Session (Trip #5).** Halff will incorporate a CPAC work session into the placemaking design workshop itinerary.
  - **Meeting #5: Theme Development (Virtual).** Halff will meet with the CPAC to present a series of policies and actions that will serve as the basis for a detailed work program designed to promote a more prosperous, sustainable, and livable Bartlesville.
  - **Meeting #6: Final Plan Overview (Trip #6).** Halff will meet with the CPAC to present the final draft Plan (incorporating comments received from the previous CPAC and public meetings) so final comments can be received prior to presenting the Plan to the Mayor and City Council.
- B. Technical Advisory Committee.** In addition to the CPAC, a Technical Advisory Committee (TAC) of City staff will be created to aid in the planning process. The TAC will consist of five (5) to nine (9) members of City staff representing the City Manager’s office and other municipal department heads (or their designees). TAC participation in the planning process will be essential for easy access to relevant data and material and to serve as informed counsel on municipal processes and capacities when preparing Plan recommendations. The TAC will meet a total of three (3) times in conjunction with project benchmarks and milestones. Meetings will be as follows:
- **Meeting #1: Project Kick-off (Trip #2).** In addition to the focus groups and CPAC meeting held during **Trip #2**, Halff will meet with the TAC to present an overview of the project and conduct a visioning work session.
  - **Meeting #2: Future Development Plans (Virtual).** Halff will meet with the TAC prior to the activities of **Task 4.3** to provide information and receive feedback on proposed future land use, development plans, and associated sector plans.
  - **Meeting #3: Theme Development (Virtual).** Halff will meet with the TAC to present a series of policies and actions that will serve as the basis for a detailed work program designed to promote a more prosperous, sustainable, and livable Bartlesville.

## 2.5 DIGITAL OUTREACH

- A. Project Website.** Halff will prepare and maintain a project website using the ArcGIS StoryMaps platform. The website will house a project description, online outreach materials, schedule, announcements, presentations, comment boxes, and contact information, and will be updated by Halff throughout the planning process.
- B. Online Survey.** Halff will prepare and administer an online survey regarding community priorities and residents’ vision for the future growth and prosperity of Bartlesville. The survey will be unveiled proximate to initial public visioning meetings (**Trip #3**) and will be accessible for a period of 4-6 weeks. Developing and administering the online survey includes the following:



- The online survey will be posted to SurveyMonkey® and cross-linked to the project website.
- Halff will create an abbreviated survey that may be printed, distributed, and collected by City staff.
- Halff will create survey announcements which can be transmitted electronically, or as part of a City newsletter or postcard in the mail.

The raw results of the online survey will be provided to City staff, and a summary overview of pertinent results will be included in final Plan documents.

- C. Online Mapping Tool.** Halff will create and disseminate an ESRI-based interactive online map allowing participants to identify points of interest, concern, or emphasis where community attention or investment is warranted (i.e. “areas of special consideration.”)

The online map will be unveiled proximate to initial public visioning meetings (**Trip #3**) and public survey and will be accessible for a period of 4-6 weeks. Exact timing in relation to other community outreach activities and project benchmarks (concurrent or staggered release) will be determined as part of a final community outreach plan (**Task 2.1**).

## 2.6 PUBLIC MEETINGS

- A. Visioning Meetings/Booths (Trip #3).** Halff will host two (2) interactive open house style meetings to solicit community ideas and preferences to assist in development of the plan’s vision and guiding principles. This may include a mix of fixed locations and/or pop-up public information booths that may be staffed for up to four (4) hours each.
- B. Placemaking Meetings (Trip #5).** Halff will conduct two (2) public open house style meetings to solicit input for neighborhood-level development and investment priorities, land use patterns, and priority enhancements. These meetings will include information previously gathered via public surveys and the online interactive map.
- C. Meetings “In-a-Box.”** Materials created for Halff-facilitated public meetings will be transportable so that City staff may solicit additional public feedback throughout Bartlesville. These materials will allow City staff to conduct public engagement events in addition to those facilitated by Halff. Materials may include presentation boards, digital presentations, maps, sign-in sheets, and other accessory items. The City and Halff will agree in advance to the time frame within which complimentary City-administered public meetings should occur.

## 2.7 PLACEMAKING DESIGN WORKSHOP

Halff will conduct a one-day design workshop that enables the CPAC and focus group members to participate in generating community design concepts for two (2) areas of special consideration that may serve as models for catalytic development in Bartlesville.

Workshop activities will be held in conjunction with placemaking meetings (**Task 2.6, Trip #5**). See **Task 4.2**, for a full description of Public Design Workshop activities.

## **TASK 2, MEETING SUMMARY**

**N/A.** Referenced in Tasks 1, 3, 4, 5, and 6.

## **TASK 2, ITEMS PROVIDED BY CITY**

As described in the task descriptions and Exhibit C (Support Services of the City of Bartlesville).

## **TASK 2, KEY DELIVERABLES**

Key **Task 2** deliverables will include: **A)** Community outreach plan **B)** Project brand **C)** Meeting materials (meeting in-a-box) **C)** Meeting summaries **D)** Project website and recurring updates **E)** Surveys and applicable survey data, and **F)** Online mapping tool and applicable data.

# **TASK 3: BASELINE ANALYSIS**

Following the receipt of data and documentation provided as part of **Task 1: (Project Organization)**, the City and Halff will affirm baseline assumptions regarding Bartlesville’s conditions, assets and organizational structure. Baseline analysis activities will take place concurrent to initial community outreach activities and results will be affirmed by the City prior to Halff’s initiation of subsequent needs assessment activities (unless otherwise stated).

## **3.1 FOCAL POINT: VISION AND NEEDS**

Halff will utilize online and in-person community outreach tools and activities to enable the public to guide issue identification and development of the community growth vision. These activities provide an initial opportunity to understand community values and develop preliminary policies related to transportation, housing, economy, natural resources, community services, neighborhoods, placemaking, quality of life and more. As presented, activities are arranged so that Halff team members are on-site over a two-day period. Subject to the final approved community outreach plan (**Task 2.1**), subtasks may include:

**A. Visioning Week.** Halff and the City will conduct “on-the-ground” public activities to solicit community perceptions on how Bartlesville should grow and transform (**Trip #3**). Activities will include:

- **Visioning Workshop/Booths.** Halff will host two (2) interactive open house style workshops to solicit community ideas and preferences to assist in development of the Plan’s vision and guiding principles (see **Task 2.6**)
- **Public Surveys.** In conjunction with Visioning Week, Halff and the City will disseminate online surveys (see **Task 2.5**).
- **Online Map.** Halff will create and disseminate an interactive online map in conjunction with Visioning Week to gather detailed, area specific information (see **Task 2.4**).

### 3.2 VISION AND GUIDING PRINCIPLES

Halff will utilize public and committee feedback to draft a final vision statement and refine guiding principles for consideration by City officials. This will include tentative project goals to direct the formulation of future development maps and Plan topics by theme. The vision and guiding principles will be presented to staff during a scheduled bi-weekly meeting and to the CPAC during Meeting #2 (**Trip #4**).

### 3.3 MARKET DEMAND ANALYSIS

The Halff team will conduct an analysis to explore the long-term capacity for housing, retail/commercial, and other land uses that may generate direct employment opportunities in Bartlesville. This will be prepared in consideration of the City's regional market position and trends.

### 3.4 EXISTING CONDITIONS ASSESSMENT

Halff will prepare and present materials that document Bartlesville's current conditions. This will include:

- A. Build-out Assumptions.** Halff will utilize population projections, land use and development data, market demand, and infrastructure capacities to develop assumptions about future build-out potential in Bartlesville.
- B. Community Assessment Report.** Halff will provide a technical memorandum incorporating updated demographic tables and charts, community housing, economic, infrastructure and natural features, community services, and corresponding planning area maps.
- C. City Council Briefing.** Halff will host a meeting with the Bartlesville City Council to present the community assessment and market demand analysis findings, and feedback from initial public input to engage them in ongoing activities (**Trip #4**).

## TASK 3, MEETING SUMMARY

**Task 3** meetings include: **A)** Visioning meetings/booths (**2 total, Trip #3**) **B)** CPAC Meeting #2 (**Trip #4**) and **C)** City Council briefing (**Trip #4**).

## TASK 3, ITEMS PROVIDED BY CITY

As described in the task descriptions and Exhibit C (Support Services of the City of Bartlesville).

## TASK 3, KEY DELIVERABLES

Key **Task 3** deliverables will include: **A)** Vision, goals and guiding principles **C)** Market demand analysis **D)** Community assessment report (technical memorandum).

## TASK 4: LAND USE AND SPECIAL AREA PLANNING

Under City oversight, Halff will prepare a city-wide future land use, development and redevelopment plan (in narrative and mapped form) and measure its potential impacts on infrastructure, services, and the environment.

#### 4.1 FUTURE DEVELOPMENT PLANS

Halff will prepare preliminary maps based on community feedback, market analysis, and existing conditions findings that identify distinct character areas, districts, and corridors throughout Bartlesville. This will include:

##### A. Development Plan Components

- **Future Development Map (Land Use Plan).** Accompanied by a descriptive narrative, the map will include land use categories and character and development parameters.
- **Future Thoroughfare Map (Master Streets Plan).** This map will be developed to ensure transportation consistency with the preferred future development map. It will include the roadway network and typologies.

The future development maps prepared during **Task 4.1** are preliminary exhibits for discussion only and will not necessarily be presented in a “polished” finished format due to the presumption that significant edits will still be required because of all other **Task 4** activities.

- B. **Fiscal Analysis.** The Halff team will conduct an evaluation of preliminary future land use and development plan recommendations. This analysis will be done to generate assumptions on the fiscal benefits versus the likely costs incurred by the City and other public service providers to support new development. Results will be used in conjunction with additional City, committee, and public feedback to make development plan modifications.
- C. **City Evaluation.** Preliminary future development plan components will be provided to staff for one round of edits prior to meeting with the CPAC and TAC.
- D. **Committee Meetings.** Halff will meet with the TAC Meeting #2 (**virtual**) and CPAC Meeting #3 (**virtual**) prior to the activities of **Task 4.2** to receive feedback on proposed future development plan..
- E. **Areas of Special Consideration.** Halff will utilize the results of the public online mapping tool (**Task 2.5**) and subsequent feedback from the CPAC to define “areas of special consideration” within the future development map. Two (2) areas of special consideration will be jointly selected by the City and Halff for the placemaking design workshop.

#### 4.2 FOCAL POINT: AREAS OF SPECIAL CONSIDERATION

**Community Participation.** Halff and the City will facilitate community outreach activities to solicit public input on proposed city-wide land use, development patterns and character. As presented, the following activities will be arranged so that Halff team members are on-site for a three-day period (**Trip #5**). Activities will include:

- A. **Design Workshop.** Members of the consultant team will facilitate a one (1) day design workshop, that identifies community design principles (building, site, and street) to be applied to development within two previously-selected areas of special

consideration. The City and Halff will identify 4-5 individuals representing each of the two (2) areas of special consideration who will be asked to participate in the design workshop in addition to the members of the CPAC.

Principal design workshop activities/events may include the following:

- **Community Kick-off Overview (as part of Placemaking Engagement Meeting #1).**
  - **CPAC/Focus Group Work Session and Tour (CPAC Meeting #4).** Evaluate initial public design ideas with members of the consultant team.
  - **Closed Design Studio.** Work hours for the Halff team.
  - **Preliminary Concepts Workshop.** Introduce preliminary placemaking concepts to staff, the CPAC and focus groups.
  - **Concept Presentation.** Reveal community design concepts. The concept presentation will occur as part of CPAC Meeting #5 (**Task 5.2**).
- B. Placemaking Engagement Meetings.** Halff will conduct two (2) public open house style meetings to solicit input on preliminary future development plans and conceptual development plans being prepared for selected areas of special consideration. (**Task 2.6**).

#### **TASK 4, MEETING SUMMARY**

**Task 4** meetings include: **A)** Placemaking meetings/booths (**2 total, Trip #5**); **B)** TAC Meeting #2 (**Virtual**); **C)** CPAC Meetings #3 and #4 (**virtual and as part of design workshop**) and, **D)** Placemaking Design Workshop activities.

#### **TASK 4, ITEMS PROVIDED BY CITY**

As described in the task descriptions and Exhibit C, (Support Services of the City of Bartlesville).

#### **TASK 4, KEY DELIVERABLES**

Key **Task 4** deliverables will include: **A)** Future development map **B)** Future thoroughfare map, and **C)** Design workshop and public meeting materials.

### **TASK 5: POLICY AND STRATEGIC PLANNING**

Although all City priorities will be covered in the Plan document, various Plan elements may be combined into consolidated chapters for ease of use. Final chapter titles and arrangements may vary based on public input and desired strategic directions.

#### **5.1 THEME DEVELOPMENT**

Informed by previous research and community feedback, Halff will prepare a series of policies and actions that will serve as the basis for a detailed work program designed to promote a more prosperous, sustainable, and livable Bartlesville.

Policies and actions developed for the Bartlesville Comprehensive Plan will promote the physical and spatial recommendations embodied by the future development plan (**Task**

4) and will be arranged according to overarching themes. Unless otherwise agreed by the City and Halff, policy and strategic plan themes will be arranged as follows:

**A. Future Bartlesville.** This theme includes strategies designed apply the City’s preferred land use and development plans. Components will include:

- **Policy Recommendations.** Prepare policy recommendations to assist in implementing the future land use and development plans.
- **Placemaking Recommendations.** Areas of special consideration recommendations generated from the Placemaking Design Workshop (**Task 4.2**).
- **Priority Investments.** Finalize future development plan maps and identify corresponding placemaking, neighborhood conservation and priority investment actions.

**B. Prosperous Bartlesville.** This theme includes topics and strategies to bolster the economy of Bartlesville. Components will include:

- **Economic Development.** Recommendations based on prior market analysis tasks. Incorporate recommendations from existing economic development studies that may have been undertaken in the City or may otherwise influence City policy.
- **Housing and Workforce Development.** Prepare policies and actions that link community prosperity to housing choice and opportunities, workforce development, public education, and access to human services.

**C. Livable Bartlesville.** This theme includes topics and strategies that relate to enhancing the quality of life for residents of Bartlesville. Components will include:

- **Transportation.** Incorporate recommendations from the city’s future thoroughfare map and make recommendations as to its implications on the future of Bartlesville and other plan elements. Halff will assess opportunities for improving bikeability and walkability throughout the city.
- **Parks and Trails.** Review the city’s park spaces and provide recommendations to improve system-wide accessibility. Consider other community amenities such as trails and destination locations.
- **Healthy Communities.** Review public services to determine methods to improve efforts to provide public health and neighborhood conservation services. Evaluate neighborhood character and historic preservation assets.

**D. Natural Bartlesville.** This theme includes topics and strategies to ensure the long-term conservation of Bartlesville’s natural resources. Components will include:

- **Water Resources.** Evaluate issues and opportunities regarding the City’s growth potential and capacity of existing infrastructure (e.g., water, wastewater, and drainage).

- **Resilience and Sustainability.** Address and provide policy recommendations regarding strategies to improve Bartlesville’s community resilience and sustainability.
- **Natural Resources.** Prepare policies and actions that address natural resource conservation, low-impact development practices, and open space preservation.

Many of Halff’s theme development activities will take place concurrent to the preparation of future development maps (**Task 4.1**).

## 5.2 PROJECT UPDATES

Halff will meet with the CPAC Meeting #5 (**virtual**) and TAC Meeting #3 (**virtual**) to present a series of policies and actions that will serve as the basis for a detailed work program designed to promote a more prosperous, sustainable, and livable Bartlesville.

## 5.4 WORK PROGRAM

Halff will prepare a preliminary implementation plan that categorizes and prioritizes policy-based and investment-based actions that are designed to address the challenges and opportunities identified during theme development activities (**Task 5.1**). The work program will include the following:

- A. Actions.** Recommended actions will be organized by implementation type, time frame, and responsible entities.
- B. Capital Projects.** A list of prioritized capital projects that may be added to the City’s existing capital improvements program, or that may otherwise result in the modification of one or more existing projects.
- C. Administration Program.** Halff will prepare the framework of an administration program that verifies plan implementation and oversight roles and identifies recommended monitoring, metrics, and amendment processes.

## TASK 5, MEETING SUMMARY

**Task 5** meetings include: **A)** TAC Meeting #3 (**virtual**); CPAC Meeting #5 (**virtual**).

## TASK 5, ITEMS PROVIDED BY CITY

As described in the task descriptions and Exhibit C (Support Services of the City of Bartlesville).

## TASK 5, KEY DELIVERABLES

Key **Task 5** deliverables will include: **A)** Comprehensive plan report components (themes, policies, strategies, work program).

## TASK 6: PLAN ADOPTION AND IMPLEMENTATION

Activities to compile all Plan products into a comprehensive report and present to the City for adoption and implementation.

## 6.1 DRAFT PLAN REVIEW

Review full draft Plan with City officials (**virtual**) and post draft materials online to solicit feedback on the draft Plan. Halff will incorporate one round of edits on the full comprehensive plan document. Changes will be limited to those which require simple text edits and do not necessitate substantial changes to document format, maps, tables, or figures; nor, require new research or public outreach.

- A. City Staff Review.** The full draft Plan will be submitted to City staff for review. Halff will incorporate one (1) round of edits prior to community review.
- B. Community Review.** Halff will post a PDF copy of the full draft Plan on the project webpage to gather public review and comment.
- C. Council Workshop.** Halff will facilitate a joint workshop of the City Council and the Planning and Zoning Commission to review the full draft Plan, including preferred land use and development maps, code assessment, and the comprehensive plan work program (**Trip #6**). Halff will incorporate one (1) round of edits to calibrate the draft recommendations as necessary prior to final consideration by the City Council and Planning and Zoning Commission.
- D. CPAC Meeting.** Halff will convene the CPAC Meeting #6 (**Trip #6**) for plan review and formal recommendations.

## 6.2 ADOPTION MEETINGS

Convene meetings of the City Council and Planning and Zoning Commission to assist in facilitating the adoption of the final comprehensive plan report. Subtasks include:

- A. Public Hearing.** Following the City Council workshop and final CPAC meeting, City staff will conduct a Planning and Zoning Commission public hearing to review the draft Plan and render a formal recommendation to the City Council.
- B. Council Adoption.** Halff will attend one (1) meeting of the Bartlesville City Council for adoption of the final comprehensive plan report and associated documents (**Trip #7**).

## 6.3 FINAL PLAN SUBMITTAL

Halff will produce and provide a color digital (InDesign, Word, and PDF formats) original of the final documents and digital maps to the City for online use and reproduction. The reports submitted to the City will incorporate a single set of revisions reflecting any final amendments required by City Council as conditions of approval. Changes will be limited to those which require simple text edits and do not necessitate substantial changes to document format, maps, tables, or figures; nor, require new research or public outreach.

## TASK 6, MEETING SUMMARY

**Task 6** meetings include: **A)** CPAC Meeting #6 (**Trip #6**) **B)** Plan Review Workshop (City Council, P&Z Commission) (**Trip #6**), and **C)** City Council Adoption Meeting (**Trip #7**).

## TASK 6, ITEMS PROVIDED BY CITY



As described in the task descriptions and Exhibit C (Support Services of the City of Bartlesville).

**TASK 6, KEY DELIVERABLES**

Key **Task 6** deliverables will include: **A)** Draft comprehensive plan **B)** Final comprehensive plan in digital format and associated digital maps and data.

## OPTIONAL SERVICES

The following services may be added to the comprehensive planning effort upon agreement between the City and Consultant and subject to necessary adjustments to this Exhibit and Exhibit B (Basis of Compensation).

*(Note: Highlighted optional services are for reference only, do not constitute an all-inclusive list of possible add-services, and have not been incorporated into the base scope of services as presented within Tasks 1 through 6 [pages 1 – 15]. Reference numbers assigned to each optional service represent a suggested time frame within the planning process that the task could be initiated if incorporated into an amended scope of services.)*

### **5.# CODE CALIBRATION**

The Halff team may assess land development code provisions (and community design/development standards) and prepare a report that proposes amendments necessary to implement the preferred land use and development plan and recommended sequencing (including near-term adjustments that could be processed if wholesale code updates are warranted and recommended).

### **6.# COMPREHENSIVE PLAN ACADEMY**

Halff may host post-Plan adoption interactive meetings with municipal departments, boards and commissions, and other community partners who may participate in Plan implementation. These educational meetings provide an overview of implementation roles and responsibilities for each partnering organization/entity.

**End of Exhibit A – Scope of Services**

**EXHIBIT B  
BASIS OF COMPENSATION**

**City of Bartlesville, Oklahoma  
Comprehensive Plan**

**BASIC SERVICES – FEE SUMMARY**

Planning services as described in Exhibit A (Scope of Services), will be provided by Halff Associates Inc. on a lump sum basis, with an authorized lump sum contract fee of **\$244,000.00** for the **Bartlesville Comprehensive Plan**. The lump sum fee includes all labor and reimbursable expenses including compensation for document copying, printing, travel/mileage, and other associated expenses necessary for the planning effort. The task-by-task projection of effort shown below is estimated and may vary as each phase is conducted.

**Task**

Task 1: Project Administration and Initiation	<b>\$27,000.00</b>
Task 2: Community Outreach	<b>\$40,000.00</b>
Task 3: Baseline Analysis	<b>\$39,000.00</b>
Task 4: Land Use and Special Area Planning	<b>\$56,000.00</b>
Task 5: Policy and Strategic Planning	<b>\$63,000.00</b>
Task 6: Plan Review and Adoption	<b>\$19,000.00</b>
<b>TOTAL PROJECT FEE</b>	<b>\$244,000.00</b>

**ADDITIONAL SERVICES AND MEETINGS**

Should the need arise for additional services, including meetings, Halff can provide such services on an hourly basis and/or agreed upon fee.

**End of Exhibit B – Basis of Compensation**

## EXHIBIT C SUPPORT SERVICES OF THE CITY OF BARTLESVILLE

### City of Bartlesville, Oklahoma Comprehensive Plan

The City of Bartlesville (the “City”) will provide administrative and technical support services to assist Halff Associates, Inc. (“Halff”) in performing the Scope of Services described in Exhibit A (Scope of Services). The support services to be provided by the City will include the following services and tasks:

- Halff’s activities will be overseen by the City’s Community Development Department (the “Department”). The Department will identify a single individual to serve as a Project Manager who will be the City’s primary point of contact. The designated Project Manager will be the source of day-to-day work program direction for this collaborative planning effort involving both City and Halff personnel, resources, and capabilities.
- Assist Halff in establishing contacts with agencies and organizations for data collection and coordination purposes.
- Ensure that key City personnel and project committee members will participate as needed in the planning process and be available upon request, through arrangements made by the City’s Project Manager, to provide information and referrals and offer opinions, insights and suggestions that are necessary for completion of the project. This will include potential formal or informal meetings and briefings with the Mayor and City Council and parties as specified in Exhibit A (Scope of Services).
- Upon project initiation the City’s Project Manager will coordinate with Halff to transfer spatial data and mapping that the City can make available for the project, including data sets and GIS coverages (and AutoCAD layers, as useful and appropriate) already developed/maintained by the City for its entire planning area or readily available to the City from other sources. The City will be responsible for ensuring that GIS data obtained for this project is compatible, including projections and other formatting elements. Halff is not responsible for increasing the accuracy and precision or otherwise improving data received from the City.
- Provide all available data, maps, aerial imagery, previous reports/plans/studies, ordinances and resolutions, and other information that is available and applicable to Halff in digital or printed format and is pertinent and necessary for development of interim and final deliverables.
- Utilize and administer the City’s website to disseminate information and inform, update and educate the public about the ongoing project. As applicable, Halff will support City website development and facilitation by providing already-completed interim documents or GIS maps in an Adobe PDF format, and other pertinent information which can be easily posted on the City’s website.

- Conduct public information activities in conjunction with major public meetings/events and other fitting project milestones. The City will be responsible for news media contacts, preparation and distribution of news releases and any other public information materials, promotion and advertising for all public events and citizen surveys, mailing of engagement announcements (if mailing is utilized), and posting of meeting notices and project information and updates on the City's website.
- Provide such public notice of meetings and hearings as is required by law or deemed desirable by the City.
- Arrange and provide use of public meeting facilities for each scheduled public involvement event and meeting identified in Exhibit A (Scope of Services) including adequate setup for presentations (PowerPoint projector, sound system, screen or white wall, reduced lighting, extension cords and multi-plug power strips, easels, flip pads and markers, etc.). The City's support services will include providing public and news media notification of public meetings, preparing sign-in sheets, producing/mailing/distributing notices, and reproducing agendas and other handout materials. Halff will be responsible for presentations and preparation of necessary graphic aids for all meetings. The City will also be responsible for inviting the Mayor, members of the City Council and committees, and representatives of other key agencies and community organizations, to attend public meetings related to the planning process.
- Commit the necessary resources to prepare adequately for the promotion of resident participation in, and media coverage of, key community involvement events. The City might consider inviting other community organizations to co-sponsor or "co-host" such key events and provide further logistical support.
- Provide Halff written summaries, and copies of any handouts/materials, from all project-related meetings not attended by Halff.
- Reproduce and forward each draft project deliverable submitted by Halff (via email) to the Mayor and City Councilors, key City staff members, committee members, and other project participants as appropriate.
- Consider and act on all deliverables and other interim work items submitted by Halff that require City review, comments, or approval within a reasonable period to enable Halff to complete work on schedule. Specific timeframes for such City response may be incorporated into the detailed project schedule approved following project initiation.

### **End of Exhibit C – Support Services of the City of Bartlesville**



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

Take action to approve Engagement for Audit Services with Arledge and Associates P.C.

Attachments:

Engagement Letter

**II. STAFF COMMENTS AND ANALYSIS**

The City is required to annually perform an audit of financial statements of the government activities, business type activities, each major fund, and aggregate remaining fund information, including related notes to those financial statements. The Council through the RFP process had chosen Arledge and Associates to perform this engagement. Cost of the engagement is \$39,700 and an additional \$5,000 for the Single Audit.

**III. RECOMMENDED ACTION**

City Staff recommends approval Arledge and Associates due to their expertise and overall quality of service. This will be the seventh year the City has contracted with Arledge and Associates.



## FY-2023 SINGLE AUDIT ENGAGEMENT LETTER

September 29, 2023

To the Honorable Mayor and Members of the City Council of  
The City of Bartlesville, Oklahoma

We are pleased to confirm our understanding of the services we are to provide the City of Bartlesville, Oklahoma (the "City") for the year ended June 30, 2023. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City as of and for the year ended June 30, 2023. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 1) Budgetary Comparison Schedules;
- 2) Pension Plan Funding Schedules; and
- 3) Schedule of OPEB Funding.

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements:

- 1) Combining schedules
- 2) Schedule of expenditures of federal awards.

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Mayor and City Council of the City of Bartlesville, Oklahoma. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

#### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of





expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

### **Other Services**

We will also assist in preparing the schedule of expenditures of federal awards and related notes of the City in conformity with the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Management Responsibilities**

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements.



You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on June 30, 2023.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.



Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them. Further, you agree to oversee the nonaudit services we provide by designating an individual, Jason Muninger, CFO, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

### **Engagement Administration, Fees, and Other**

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.



We will provide copies of our reports to the Mayor and City Council of the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Arledge & Associates, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to State Auditor and Inspector or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Arledge & Associates, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the State Auditor and Inspector. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

LaDonna Sinning, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be \$39,700. Additionally, we will charge a fixed rate of \$5,000 for the first two major programs under the single audit testing and \$2,000 for each additional major program after the first two. This fixed price includes an electronic pdf copy of the report for distribution to your board members and others and 1 bound copy. Additional bound copies are available for \$.50 per page. This fee includes our miscellaneous charges, such as travel and meals. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. The fee is also based on the assistance of Crawford & Associates, P.C. in preparing the City's financial statements. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Our fee includes Single Audit services, as described above, for two major programs. Should the number of major programs identified increase and/or the mix in CFDA numbers change in such a way as to require further work, the audit will be subject to an additional price negotiation, including an Addendum to the Engagement Letter and agreed upon payment terms, before the additional services are performed.

Because our Engagement Letter provides ongoing access to the accounting and business advice you need on a fixed-price basis, you are not inhibited from seeking timely advice from us. While the fixed price entitles you to unlimited consultation with us, if your questions or issues require additional research and analysis beyond consultation, that work will be subject to an additional price negotiation before the service is to be performed, an Addendum to the Engagement Letter will be issued before delivery of the additional service is to be performed, with payment terms agreed to in advance. By virtue of signing this document, you have indicated that your reporting entity has been appropriately defined, all trial balances will be reasonably adjusted, your key accounts will be reconciled, unusual transactions, significant financial estimates and disclosures have been communicated to us prior to the date at the top of this letter. Also, you have indicated that the entity has competent personnel in key financial positions and there has been no turnover in the accounting/finance department. If we find that the facts are different for any of the preceding assumptions, we will negotiate an Addendum to the Engagement Letter and negotiate a new engagement fee before we issue our final report.

To the extent that you utilize outside consultants to supplement your accounting and finance department and produce various schedules and reports, please note that by virtue of signing this document you have indicated that their work will be timely and reliable. Should we find that their work is other than timely and/or reliable, we will negotiate an Addendum to the Engagement Letter and determine a new engagement fee and payment arrangement before we issue our final report.



You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter

**Cost of Consequential Damages**

Any liability of Arledge & Associates, P.C. and its personnel to the City is limited to the amount of the annual fee the City paid for this external audit engagement as liquidated damages.

The City agrees that any dispute regarding this engagement will, prior to resorting to litigation, be submitted to mediation upon request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation proceeding shall be binding only if both Arledge & Associates, P.C. and the City agree to be bound. Arledge & Associates, P.C. and the City will share any cost of mediation equally.

We appreciate the opportunity to be of service to the City of Bartlesville, Oklahoma and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Arledge & Associates, P.C.

**RESPONSE:**

This letter correctly sets forth the understanding of the City of Bartlesville, Oklahoma.

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_



**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: Health Literacy Grant Contract No: F-24-76  
OMES Claim Form

**II. STAFF COMMENTS AND ANALYSIS**

The Bartlesville Public Library is proud to receive this grant again this year. These grant monies enable the Literacy Department to schedule and coordinate a variety of health and wellness programs for the Bartlesville Community. There are weekly exercise classes including Tai Chi, Cheerfit, Foam Roll & Stretch, Zumba, Dance & Define, Rev + Flow, and Pound.

The Literacy department also uses this grant to fund a variety of cooking demonstrations, mental & physical health discussions, and nutrition programs.

**III. RECOMMENDED ACTION**

Staff recommends City Council approval of this contract.

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

**I. CONTRACTING PARTIES**

The contracting parties are the Oklahoma Department of Libraries (ODL), 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 September 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 a minimum of 200 individuals as described in the approved health literacy proposal.
- b. Collaborate with a minimum of four (4) community partners such as county health department, hospital, Cooperative Extension Service, or similar organizations.
- 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.) to reach a minimum of 500 community members.
- e. Provide at least two quotes from participants who benefitted from the project.
- f. The Institute of Museum and Library Services (IMLS) and ODL must be referenced in all publicity.
- g. Maintain signed contracts for all presenters and instructors paid with grant funds.
- h. Follow conflict of interest policy when selecting presenters, instructors, and vendors.
- i. Participate in health literacy networking calls, meetings, and training provided by the Department.
- j. Collect required statistics and maintain copies of all related print information.

- k. Spend or encumber grant funds by August 5, 2024. Any funding not spent or encumbered must be returned to the Department no later than August 15, 2024.
- l. Project activities should be completed by August 31, 2024.
- m. Submit the Final Report to the Department by September 16, 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 health literacy grantees.
- d. Provide technical assistance and resources as needed.
- e. Provide a means for health 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 **Nine Thousand Dollars (\$9,000.00)** for the provision of health literacy services through Bartlesville Public 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 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 18 Street  
Oklahoma City, OK 73105-3205

**As to the Contractor:**

Bartlesville Public Literacy Services  
Attn: Cheryl A. Dorris  
ADDRESS: 600 South Johnstone Avenue  
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 five (5) 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 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. 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 REQUIREMENTS**

- 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

Shellie McGill, Director  
\_\_\_\_\_  
*Typed name and title of signor*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

Natalie Currie, Director  
\_\_\_\_\_  
*Typed name and title of signor*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

J. S. Muninger  
\_\_\_\_\_  
*Name of Authorizing Official*

CFO/City Clerk  
\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

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

Lead Officer approval: Leslie Golden  
FPO/Business Manager: JMcCloud

Date Sep 12, 2023  
Date Sep 12, 2023

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**AND THE CITY OF BARTLESVILLE**

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- 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."
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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

Shellie McGill, Director

Natalie Currie, Director

*Typed name and title of signor*

*Signature*

*Signature*

*Date*

*Date*

J. S. Muninger

*Name of Authorizing Official*

CFO/City Clerk

*Title*

*Signature*

*Date*

**FOR USE BY THE OKLAHOMA DEPARTMENT of LIBRARIES**

Assurances: Fund LIT-HE 400-23 is encumbered for this Contract

Lead Officer approval:

*Leslie Goldens*

Sep 12, 2023

Date

FPO/Business Manager:

*J McCleod*

Sep 12, 2023

Date



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

A resolution amending the budget for the City of Bartlesville, Oklahoma for Fiscal Year 2023-24, appropriating unanticipated donation revenue for the Golf Course Memorial Fund.

Attachments:

Golf Course Memorial Fund Unanticipated Revenue Resolution

**II. STAFF COMMENTS AND ANALYSIS**

The Golf Course Memorial Fund has received a donation of \$25,000, and must be appropriated prior to its expenditure.

**III. RECOMMENDED ACTION**

Staff Recommends approval of resolution to appropriate these unbudgeted revenues.

**RESOLUTION \_\_\_\_\_**

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

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**WHEREAS,** THE City of Bartlesville has unbudgeted donated revenue in the amount of \$25,000; and

**WHEREAS,** the City of Bartlesville needs to appropriate \$25,000 of these revenues prior to their expenditure;

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

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

Machinery and Equipment (55940)	\$ 25,000
---------------------------------	-----------

**APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 2<sup>nd</sup> DAY OF OCTOBER, 2023.**

\_\_\_\_\_  
**Mayor**

**Attest:**

\_\_\_\_\_  
**City Clerk**

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

Acceptance of the City's 2022 Financial Audit Report.

Attachments:

Post Audit Communication FY 2022

FY 2021-22 Annual Financial Statement and Independent Auditor's Report(will be sent out Monday morning) and Single Audit for the year ending June 30, 2022

**II. STAFF COMMENTS AND ANALYSIS**

The City completed its FY 2022 Audit on Sept 29. The City received an unmodified opinion, which is a clean opinion stating our financial's present fairly in all material respects. Due to schedule conflicts Arledge cannot be here tonight to present, but will present at the next scheduled meeting.

**III. RECOMMENDED ACTION**

Staff recommends acceptance of Annual Financial Statements and Independent Auditors Report for the year ending June 30, 2022.



September 29, 2023

The Honorable Mayor and City Council of the  
City of Bartlesville, Oklahoma

We have audited the financial statements of the governmental activities, the business-type activities, and the aggregate remaining fund information of City of Bartlesville, Oklahoma (“the City”) for the year ended June 30, 2022. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards (and, if applicable, *Government Auditing Standards* and the Uniform Guidance), as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated May 25, 2022. Professional standards also require that we communicate to you the following information related to our audit. We did not audit the financial statements of the Community Center Trust Authority, Bartlesville Development Authority, and the Bartlesville Redevelopment Trust Authority. Those financial statements were audited by other auditors whose report thereon has been furnished to us, and our opinion, insofar as it relates to the amounts included for the Community Center Trust Authority, Bartlesville Development Authority, and the Bartlesville Redevelopment Trust Authority are based on the reports of the other auditors. Professional standards also require that we communicate to you the following information related to our audit.

#### Significant Audit Matters

##### *Qualitative Aspects of Accounting Practices*

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. The City changed accounting policies related to leases by adopting Statement of Governmental Accounting Standards (GASB Statement) No. 87, Leases, in FY22. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management’s knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate(s) affecting the City’s financial statements were:

1. Management’s estimate of the allowance for uncollectible accounts that is based on past balances and historical collections experience.
2. Pension assets, deferred outflows, liabilities, and deferred inflows, which are based on actuarial reports and the City’s contribution towards the plans.
3. The liability for the Other Post-Employment Benefits which is based on an actuarial report.

We evaluated the key factors and assumptions used to develop these estimates in determining that it is reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were:

1. The disclosure of Risk Management in Note 9 to the financial statements.
2. The disclosure of Commitments and Contingencies in Note 10 to the financial statements.
3. The disclosure of Pension and OPEB Plan Participation in Note 11 to the financial statements.

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The financial statement disclosures are neutral, consistent, and clear.

#### *Difficulties Encountered in Performing the Audit*

We encountered no significant difficulties in dealing with management in performing and completing our audit.

#### *Corrected and Uncorrected Misstatements*

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole. A complete list of corrected adjustments is included at the end of this communication.

#### *Disagreements with Management*

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

#### *Management Representations*

We have requested certain representations from management that are included in the management representation letter dated September 29, 2023.

#### *Management Consultations with Other Independent Accountants*

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. Crawford & Associates, P.C. acts as consultants for the City of Bartlesville and assisted the City in pre-audit matters and in drafting the City's financial statements and advised the City on a number of issues. There were no unresolved differences impacting our opinions on the City's financial statements as a result of these discussions.

#### *Other Audit Findings or Issues*

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

#### Other Matters

We applied certain limited procedures to Management's Discussion and Analysis, Budgetary Comparison Information, Pension Plan Information, and Post-employment Benefit Plan Information, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on Nonmajor Governmental Combining Statements, Non Major Enterprise Funds Combining Schedules, and Internal Service Funds Combining Schedules, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.





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Restriction on Use

This information is intended solely for the information and use of City Council and management of the City and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

*Arledge & Associates PC*

Arledge & Associates, P.C.



<u>Account</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
<b>AJE-68</b>			
Auditor adjustment for AP			
675-000-20310	Accounts Payable Accrual	\$ 59,926	\$ -
715-000-16810	Construct In Progress	271,314	-
715-741-55930	Other Improvements	271,314	-
900-720-55980	Capitalization Of Asset	59,926	-
675-270-55930-18030	OTHER IMPROVEMENTS	-	59,926
715-000-20310	Accounts Payable Accrual	-	271,314
715-741-55980	Capitalization Of Asset	-	271,314
900-000-16810	Construct In Progress	-	59,926
<b>Total</b>		<b>\$ 662,480</b>	<b>\$ 662,480</b>
<b>AJE-69</b>			
Auditor AJE for retainage payable			
477-432-55930	Other Improvements	\$ 23,247	\$ -
483-327-55930	Other Improvements	1,720	-
715-000-16810	Construct In Progress	74,161	-
900-000-16300	Other Improvements	23,247	-
900-000-16700	Infrastructure	1,720	-
477-000-20310	ACCOUNTS PAYABLE	-	23,247
483-000-20310	Accounts Payable Accrual	-	1,720
715-000-20620	Retainage Payable	-	74,161
900-270-55980	Capitalization Of Asset	-	1,720
900-432-55980	Capitalization Of Asset	-	23,247
<b>Total</b>		<b>\$ 124,095</b>	<b>\$ 124,095</b>
<b>AJE-70</b>			
To increase Net Investment in CA			
710-000-32530	Fund Balance/ Net Position	\$ 345,475	\$ -
720-000-32800	Invest In Fixed Assets	-	345,475
<b>Total</b>		<b>\$ 345,475</b>	<b>\$ 345,475</b>



**CITY OF BARTLESVILLE, OKLAHOMA**  
**SINGLE AUDIT REPORTS**  
**AND SUPPLEMENTARY SCHEDULES**

**June 30, 2022**

**City of Bartlesville, Oklahoma**

June 30, 2022

PAGE

SINGLE AUDIT REPORTS AND SUPPLEMENTARY SCHEDULES:

**Reports related to financial statements of the reporting entity  
Required by GAO *Government Auditing Standards*:**

Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	1
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**Reports related to Federal Assistance Programs Required by the Uniform Guidance:**

Independent Auditor's Report on Compliance for Each Major Program and on Internal Control over Compliance Required by the Uniform Guidance; and Report on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance	3
Schedule of Expenditures of Federal Awards	6
Notes to the Schedule of Expenditures of Federal Awards	7
Schedule of Findings and Questioned Costs	8
Summary Schedule of Prior Audit Findings and Questioned Costs	10



INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable Mayor and City Council  
City of Bartlesville, Oklahoma

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, and the aggregate remaining fund information of the City of Bartlesville, Oklahoma (the "City"), as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated September 29, 2023.

Our report includes a reference to other auditors who audited the financial statements of the Community Center Trust Authority, Bartlesville Development Authority, and the Bartlesville Redevelopment Trust Authority, as described in our report on the City's financial statements. This report does not include the results of the other auditors' testing of internal control over financial reporting or compliance and other matters that are reported on separately by those auditors.

#### **Report on Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

#### **Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed an instance of noncompliance that is required to be reported under Government Auditing Standards and which is described in the accompanying schedule of findings and questioned costs as Finding 2022-01.

#### **Management's Response to Finding**

The City's response to the finding identified in our audit is described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the auditing process applied in the audit of financial statements and, accordingly, we express no opinion on it.

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## Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Arledge & Associates PC*

Edmond, Oklahoma  
September 29, 2023





INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON  
INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE; AND  
REPORT ON THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
REQUIRED BY THE UNIFORM GUIDANCE

To the Honorable Mayor and Members of the City Council  
City of Bartlesville, Oklahoma

**Report on Compliance for Each Major Federal Program**

***Opinion on Each Major Federal Program***

We have audited the City of Bartlesville, Oklahoma's (the "City") compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended June 30, 2022. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2022.

***Basis for Opinion on Each Major Federal Program***

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

***Responsibilities of Management for Compliance***

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City's federal programs.

***Auditor's Responsibilities for the Audit of Compliance***

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate,

it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

#### **Other Matters**

The results of our auditing procedures disclosed instances of noncompliance which are required to be reported in accordance with the Uniform Guidance and which are described in the accompanying schedule of findings and questioned costs as items 2022-01. Our opinion on each major federal program is not modified with respect to these matters.

*Government Auditing Standards* requires the auditor to perform limited procedures on the City of Bartlesville, State of Oklahoma's response to the noncompliance findings identified in our audit described in the accompanying schedule of findings and questioned costs. The City of Bartlesville, State of Oklahoma's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

#### **Report on Internal Control over Compliance**

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.






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Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

### **Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance**

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated September 29, 2023 which contained unmodified opinions on those financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.



Edmond, Oklahoma  
September 29, 2023



**City of Bartlesville**  
**Schedule of Expenditures of Federal Awards**  
**For the Year Ended June 30, 2022**

<i>Federal Grantor/Program or Cluster Title</i>	<i>Federal AL Number</i>	<i>Pass-through Grantor and Number</i>	<i>Name of Grant - Grant ID No.</i>	<i>Federal Expenditures(\$)</i>
<b><i>U.S. Department of Housing and Urban Development</i></b>				
Community Development Block Grant-COVID	14.218	Oklahoma Department of Commerce, CDBG-CV		360,753
Hope VI Main Street Grant	14.878	Oklahoma Humanities		495,995
<b><i>Total U.S. Department of Housing and Urban Development</i></b>				<u>856,748</u>
<b><i>U.S. Department of Justice</i></b>				
Bulletproof Vest Partnership Grant Act	16.607	Office of Justice Programs' Bureau of Justices Assistance		4,485
<b><i>Total U.S. Department of Justice</i></b>				<u>4,485</u>
<b><i>Institute of Museum and Library Services</i></b>				
Library Community Literacy Grant	45.310	Oklahoma Department of Libraries	Grants to States	4,800
Library Citizenship Project Grant	45.310	Oklahoma Department of Libraries	Grants to States	14,000
Library Health Literacy Grant '22	45.310	Oklahoma Department of Libraries	Grants to States	9,000
Library Category 2 E-Rate Grant	45.310	Oklahoma Department of Libraries	Grants to States	4,000
Library ARPA Grant	45.310	Oklahoma Department of Libraries	Grants to States	15,378
Museum ARPA Grant	45.310	Oklahoma Department of Libraries	Grants to States	4,555
<b><i>Total ALN 45.310 and Institute of Museum and Library Services</i></b>				<u>51,733</u>
<b><i>U.S. Department of Treasury</i></b>				
Covid 19-Coronavirus Relief Fund	21.019	Oklahoma Department of Emergency Management, FEMA-DR-2020S-EMPG-PW		11,955
ARPA-Coronavirus Relief Fund	21.027	Oklahoma Office of Management and Enterprise Services, COVID-19		3,156,371
<b><i>Total U.S. Department of Treasury</i></b>				<u>3,168,326</u>
<b><i>U.S. Department of Transportation</i></b>				
The Oklahoma Highway Safety Office	20.600	Oklahoma Department of Transportation		22,700
Recreational Trails Program Grant	20.219	Oklahoma Department of Transportation		31,740
FAA Airport Improvement Program	20.106	Oklahoma Department of Transportation		41,025
CARES Act Airport Grant	20.106	Oklahoma Department of Transportation		60,309
<b><i>Total U.S. Department of Transportation</i></b>				<u>155,774</u>
<b><i>Total Expenditures of Federal Awards</i></b>				<u><u>\$ 4,237,066</u></u>

The accompanying notes are an integral part of this schedule

## **CITY OF BARTLESVILLE, OKLAHOMA**

### **NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**

**Year Ended June 30, 2022**

#### **NOTE A—BASIS OF PRESENTATION**

The accompanying schedule of expenditures of federal awards (SEFA) includes the federal award activity of the City under programs of the federal government for the year ended June 30, 2022. The information in this SEFA is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the SEFA presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the City.

#### **NOTE B—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Expenditures reported on the SEFA are reported on the modified accrual basis of accounting. Such expenditures are recognized following, as applicable, either the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. The City has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

#### **NOTE C—SUBRECIPIENTS**

During the year ended June 30, 2022, the City did not provide federal awards to subrecipients.

#### **NOTE D—SUBSEQUENT EVENTS**

The City has evaluated the effects of all subsequent events from June 30, 2022, through September 29, 2023, the date the SEFA was available to be issued, for potential recognition or disclosure in this SEFA. The City is not aware of any subsequent events which would require recognition or disclosure in the SEFA.

**CITY OF BARTLESVILLE, OKLAHOMA**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS**

**June 30, 2022**

**Section I--Summary of Auditor's Results**

*Financial statements*

Type of auditor's report issued on whether the financial statements were in accordance with GAAP:

*Unmodified*

Internal control over financial reporting:

- Material weakness(es) identified?  yes  no
- Significant deficiency(ies) identified?  yes  none reported

Noncompliance material to financial statements noted?  yes  no

*Federal Awards*

Internal control over major federal programs:

- Material weakness(es) identified?  yes  no
- Significant deficiency(ies) identified?  yes  none reported

Type of auditor's report issued on compliance for major federal programs: *Unmodified*

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?  yes  no

Identification of major federal programs:

<u>Program</u>	<u>AL Number</u>
ARPA – Coronavirus Relief Fund	21.027

Dollar threshold used to distinguish between type A and type B programs: \$750,000

Auditee qualified as low-risk auditee?  yes  no

**CITY OF BARTLESVILLE, OKLAHOMA**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS**

**June 30, 2022**

**Section II--Findings Required to be Reported in Accordance with *Government Auditing Standards*:**

**A. Internal Control**

*None to report for the audit period*

**B. Compliance Findings**

**Finding: 2022-01 – Filing with the State Auditor (Repeat Finding of 2021-01)**

**Criteria:** In order to comply with filing of reports with the Oklahoma State Auditor and Inspector (State Auditor) and the data collection form of the federal audit clearing house, management needs to appropriately monitor the timing of the submission of the filing of the audit report six months after the end of the fiscal year.

**Condition:** The Bartlesville Development Authority (“BDA”) audit was not timely complete causing a delay in the Bartlesville financial statements being complete.

**Cause and Effect:** The BDA June 30, 2022 financial restatement was the cause of the late filings with the State Auditor. The late filing was due to BDA not properly implementing GASB No. 87 resulting in a restatement. The earliest available BDA financial statement report as of June 30, 2022 was September 6, 2023 the date the financial statements were made available to the City of Bartlesville.

**Recommendation:** We recommend the internal controls for reporting with the state auditor be reviewed to ensure that future filings are completed within the prescribed timeline.

**Management Response:** Fiscal year 2022 was the first year GASB No. 87 was required to be implemented. Now that GASB No. 87 is implemented we feel better prepared to file with the State Auditor within the required time frame. This resulted in the BDA making a change in auditor for the fiscal year 2023 audit to better suit the BDA.

**Section III--Findings Required to be Reported in Accordance with the Uniform Guidance:**

**A. Internal Control**

*None to report for the audit period*

**B. Compliance Findings**

See Section II--Findings Required to be Reported in Accordance with *Government Auditing Standards* Finding 2022-01.

**CITY OF BARTLESVILLE, OKLAHOMA**

**SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS AND QUESTIONED COSTS**

**June 30, 2022**

**Section II--Findings Required to be Reported in Accordance with *Government Auditing Standards*:**

**A. Internal Control**

*None to report for the audit period*

**B. Compliance Findings**

<b><u>Finding #</u></b>	<b><u>Finding</u></b>	<b><u>Status</u></b>	<b><u>Corrective Action Plan or Other Explanation</u></b>
2021-01	In order to comply with filing of reports with the Oklahoma State Auditor and Inspector (State Auditor), management needs to appropriately monitor the timing of the submission of the filing of the audit report six months after the end of the fiscal year.	In Progress	With the scope and magnitude of changes related to a complete change in Enterprise Resource Planning software the City knows that all policy and procedure manuals need updated and controls reevaluated to suite the City's new business practices.

## BARTLESVILLE NEXT PROGRESS REPORT - October 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	80%	
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	95%	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	15%	
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	85%	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	95%	This will be discussed at our Oct workshop.

## BARTLESVILLE NEXT PROGRESS REPORT - October 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	10%	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	90%	This will be discussed at our Oct workshop.
<b>EFFECTIVE INFRASTRUCTURE NETWORK</b>					
<b>Develop Asset Management Program for infrastructure.</b>					
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	90%	
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%	
<b>Improve road conditions as captured by Pavement Condition Index (PCI).</b>					
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%	
<b>ECONOMIC VITALITY</b>					
<b>Reevaluate our development regulatory policies to ensure all rules, regulations, and processes align with best practices and reflect the character of our community.</b>					
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	0%	



## BARTLESVILLE NEXT PROGRESS REPORT - October 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%	
<b>Collaborate with economic development partners and experts to optimize development.</b>						
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%	
<b>Develop and implement strategies to retain and attract young professionals and families to Bartlesville.</b>						
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%	
<b>COMMUNITY CHARACTER</b>						
<b>Explore opportunities to embrace the unique cultures of our community.</b>						
1		Coordinate a multi-cultural group to highlight the diverse cultures in our community.	Library	01/24	90%	
	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%	
<b>Develop and maintain healthy lifestyle options as a segment of our parks, recreation and transportation systems.</b>						
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.
<b>Ensure and maintain clean, bright, vibrant community spaces.</b>						

## BARTLESVILLE NEXT PROGRESS REPORT - October 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	25%	
4		Finalize implementation of and launch Software 311 and City App	Comm Dev	04/24	15%	
5		Create a list of minimum maintenance intervals for our parks and rights-of-way.	Pub Works	07/23	95%	
<b>EMERGING ISSUES</b>						
<b>Partner with community groups to discuss, evaluate and report on existing needs and potential solution that address: Child Care, Housing, Homelessness, and Others</b>						
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	55%	
3		Homelessness:	PD			
	a	Collaborate with local groups seeking to reduce homelessness including "United Way" and "B the Light".	Admin/CD	04/24	50%	
	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 two months ending August 31, 2023.

Attachments:

Interim Financials for August 31, 2023

**II. STAFF COMMENTS AND ANALYSIS**

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



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

For The Two Months Ended August 31, 2023

**CITY COUNCIL**

Ward 1 - Dale Copeland, Mayor

Ward 2 - Loren Roszel

Ward 3 - Jim Curd, Vice Mayor

Ward 4 - Billie Roane

Ward 5 - Trevor Dorsey

City Manager  
Mike Bailey

Prepared by:

Jason Muninger  
Finance Director

Alicia Shelton  
Accountant

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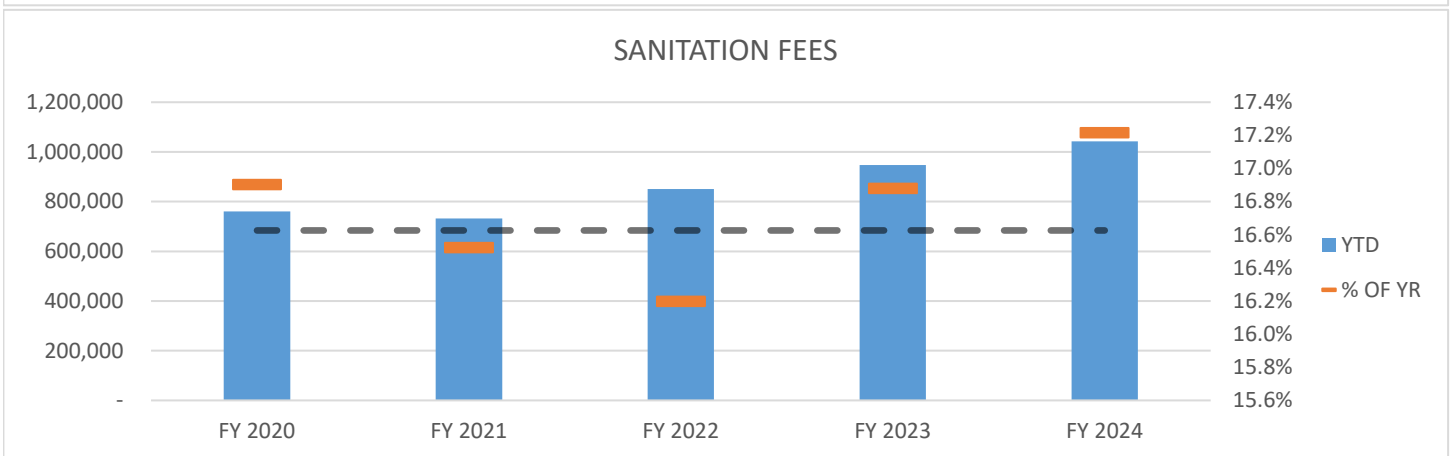
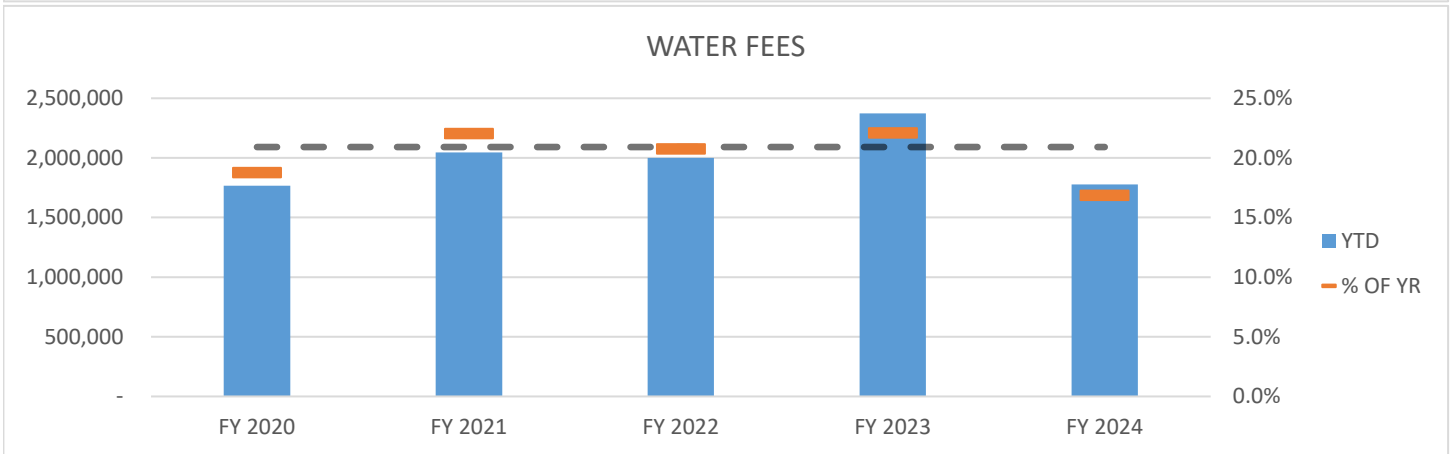
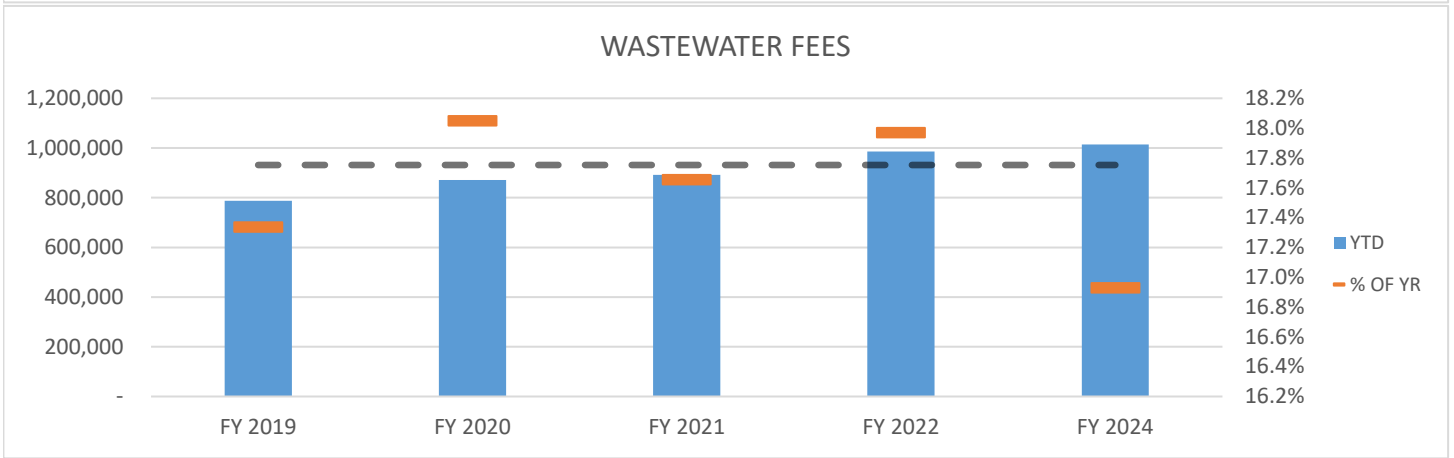
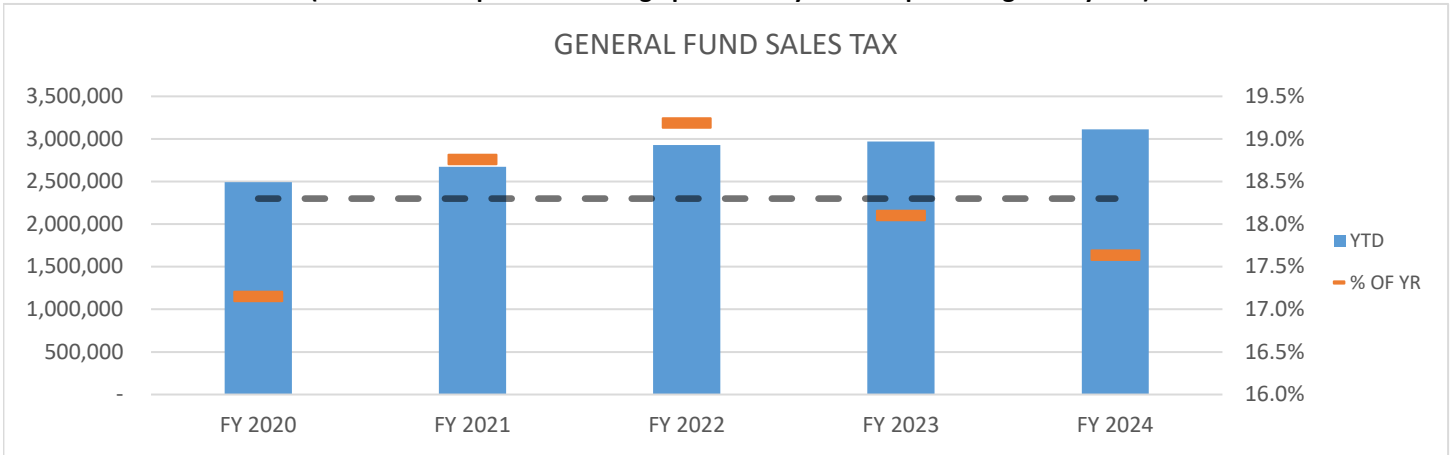
EXPENDITURE BUDGET STATUS

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

17% 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
<b>Revenue:</b>								
Sales Tax	\$ 17,643,955	\$ 2,940,659	\$ 3,111,509	\$ -	\$ 3,111,509	17.6%	\$ 2,969,835	16.4%
Use Tax	2,500,000	416,667	735,818	-	735,818	29.4%	-	0.0%
Gross Receipt Tax	1,582,000	263,667	184,704	-	184,704	11.7%	246,982	15.2%
Licenses and Permits	256,700	42,783	136,866	-	136,866	53.3%	122,652	47.7%
Intergovernmental	700,400	116,733	91,332	-	91,332	13.0%	141,514	19.9%
Charges for Services	478,800	79,800	118,157	-	118,157	24.7%	84,245	14.1%
Court Costs	160,000	26,667	29,647	-	29,647	18.5%	41,741	21.9%
Police/Traffic Fines	460,000	76,667	59,560	-	59,560	12.9%	85,705	21.1%
Parking Fines	68,200	11,367	6,460	-	6,460	9.5%	10,450	21.8%
Other Fines	80,400	13,400	10,804	-	10,804	13.4%	14,799	21.1%
Investment Income	150,000	25,000	438,611	-	438,611	292.4%	16,667	1.7%
Miscellaneous Income	875,700	145,950	51,938	-	51,938	5.9%	56,941	7.6%
Transfers In	<u>6,561,228</u>	<u>1,093,538</u>	<u>1,093,548</u>	<u>-</u>	<u>1,093,548</u>	16.7%	<u>1,528,501</u>	16.7%
<b>Total</b>	<b><u>\$ 31,517,383</u></b>	<b><u>\$ 5,252,898</u></b>	<b><u>\$ 6,068,954</u></b>	<b><u>\$ -</u></b>	<b><u>\$ 6,068,954</u></b>	<b>19.3%</b>	<b><u>\$ 5,320,033</u></b>	<b>15.4%</b>
<b>Expenditures:</b>								
General Government	\$ 8,965,657	\$ 1,494,276	\$ 1,321,297	\$ 254,004	\$ 1,575,301	17.6%	\$ 1,775,866	21.6%
Public Safety	16,604,031	2,767,339	2,750,938	281,970	3,032,908	18.3%	3,020,594	19.6%
Street	2,051,398	341,900	285,354	(283)	285,071	13.9%	342,845	19.1%
Culture and Recreation	3,666,412	611,069	582,025	24,017	606,042	16.5%	619,410	19.0%
Transfers Out	4,189,369	698,228	698,229	-	698,229	16.7%	668,557	16.7%
Reserves	<u>1,194,800</u>	<u>199,133</u>	<u>-</u>	<u>-</u>	<u>-</u>	0.0%	<u>-</u>	N.A.
<b>Total</b>	<b><u>\$ 36,671,667</u></b>	<b><u>\$ 6,111,945</u></b>	<b><u>\$ 5,637,843</u></b>	<b><u>\$ 559,708</u></b>	<b><u>\$ 6,197,551</u></b>	<b>16.9%</b>	<b><u>\$ 6,427,272</u></b>	<b>19.6%</b>
<b>Changes in Fund Balance:</b>								
Fund Balance 7/1			\$ 6,559,526					
Net Revenue (Expense)			<u>431,111</u>					
<b>Ending Fund Balance</b>			<b><u>\$ 6,990,637</u></b>					

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

17% of Year Lapsed

	<b>2022-23 Fiscal Year</b>					<b>% of Budget</b>	<b>2021-22 Fiscal Year</b>	
	<b>Total Budget</b>	<b>YTD Budget</b>	<b>YTD Actual</b>	<b>YTD Encum</b>	<b>YTD Total</b>		<b>YTD Total</b>	<b>% Total Year</b>
<b>Revenue:</b>								
Wastewater Fees	\$ 6,007,344	\$ 1,001,224	\$ 1,014,358	\$ -	\$ 1,014,358	16.9%	\$ 987,022	19.8%
Investment Income	-	-	-	-	-	N.A.	-	0.0%
Debt Proceeds	-	-	-	-	-	N.A.	-	N.A.
Miscellaneous	<u>30,000</u>	<u>5,000</u>	<u>318</u>	<u>-</u>	<u>318</u>	1.1%	<u>150</u>	0.7%
<b>Total</b>	<b><u>\$ 6,037,344</u></b>	<b><u>\$ 1,006,224</u></b>	<b><u>\$ 1,014,676</u></b>	<b><u>\$ -</u></b>	<b><u>\$ 1,014,676</u></b>	<b>16.8%</b>	<b><u>\$ 987,172</u></b>	<b>19.7%</b>
<b>Expenditures:</b>								
Wastewater Plant	\$ 2,965,385	\$ 494,231	\$ 509,206	\$ 2,419,272	\$ 2,928,478	98.8%	\$ 2,670,442	100.1%
Wastewater Maint	861,009	143,502	133,155	8,164	141,318	16.4%	130,012	19.9%
BMA Expenses	27,735	4,623	13,883	-	13,883	50.1%	13,954	N.A.
Transfers Out	1,646,975	274,496	274,505	-	274,505	16.7%	273,774	19.0%
Reserves	<u>88,790</u>	<u>14,798</u>	<u>-</u>	<u>-</u>	<u>-</u>	0.0%	<u>-</u>	N.A.
<b>Total</b>	<b><u>\$ 5,589,894</u></b>	<b><u>\$ 931,650</u></b>	<b><u>\$ 930,748</u></b>	<b><u>\$ 2,427,436</u></b>	<b><u>\$ 3,358,184</u></b>	<b>60.1%</b>	<b><u>\$ 3,088,182</u></b>	<b>64.8%</b>
<b>Changes in Fund Balance:</b>								
Fund Balance 7/1			\$ 2,904,457					
Net Revenue (Expense)			<u>83,928</u>					
<b>Ending Fund Balance</b>			<b><u>\$ 2,988,385</u></b>					



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

17% of Year Lapsed

	<b>2022-23 Fiscal Year</b>					% of Budget	<b>2021-22 Fiscal Year</b>	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total		YTD Total	% Total Year
<b>Revenue:</b>								
Water Fees	\$ 11,091,140	\$ 1,848,523	\$ 1,863,311	\$ -	\$ 1,863,311	16.8%	\$ 2,478,567	23.6%
Investment Income	-	-	-	-	-	N.A.	-	0.0%
Debt Proceeds	-	-	-	-	-	N.A.	-	N.A.
Miscellaneous	-	-	293	-	293	N.A.	-	0.0%
<b>Total</b>	<b><u>\$ 11,091,140</u></b>	<b><u>\$ 1,848,523</u></b>	<b><u>\$ 1,863,604</u></b>	<b><u>\$ -</u></b>	<b><u>\$ 1,863,604</u></b>	<b>16.8%</b>	<b><u>\$ 2,478,567</u></b>	<b>23.6%</b>
<b>Expenditures:</b>								
Water Plant	\$ 3,930,908	\$ 655,151	\$ 601,121	\$ 115,487	\$ 716,608	18.2%	\$ 925,700	33.3%
Water Administration	403,611	67,269	58,406	9,031	67,437	16.7%	86,748	25.7%
Water Distribution	2,251,525	375,254	284,161	(9,473)	274,687	12.2%	371,046	27.5%
BMA Expenses	3,826,024	637,671	348,441	(156,780)	191,661	5.0%	18,336	0.6%
Transfers Out	2,585,280	430,880	430,890	-	430,890	16.7%	428,242	19.1%
Reserves	294,520	49,087	-	-	-	0.0%	-	N.A.
<b>Total</b>	<b><u>\$ 13,291,868</u></b>	<b><u>\$ 2,215,312</u></b>	<b><u>\$ 1,723,019</u></b>	<b><u>\$ (41,735)</u></b>	<b><u>\$ 1,681,284</u></b>	<b>12.6%</b>	<b><u>\$ 1,830,072</u></b>	<b>18.9%</b>
<b>Changes in Fund Balance:</b>								
Fund Balance 7/1			\$ 7,243,671					
Net Revenue (Expense)			<u>140,585</u>					
<b>Ending Fund Balance</b>			<b><u>\$ 7,384,256</u></b>					

**SANITATION FUND**

Statement of Revenue, Expenditures, and Changes in Fund Balances

17% of Year Lapsed

	<b>2023-24 Fiscal Year</b>					<b>% of Budget</b>	<b>2022-23 Fiscal Year</b>	
	<b>Total Budget</b>	<b>YTD Budget</b>	<b>YTD Actual</b>	<b>YTD Encum</b>	<b>YTD Total</b>		<b>YTD Total</b>	<b>% Total Year</b>
<b>Revenue:</b>								
Collection Fees	\$ 6,055,185	\$ 1,009,198	\$ 1,021,815	\$ -	\$ 1,021,815	16.9%	\$ 933,717	16.2%
Investment Income	-	-	-	-	-	N.A.	-	N.A.
Miscellaneous	173,239	45,669	28,800	-	28,800	16.6%	21,274	12.8%
Transfers In	-	-	-	-	-	N.A.	-	N.A.
<b>Total</b>	<b>\$ 6,228,424</b>	<b>\$ 1,054,867</b>	<b>\$ 1,050,615</b>	<b>\$ -</b>	<b>\$ 1,050,615</b>	<b>16.9%</b>	<b>\$ 954,991</b>	<b>16.1%</b>
<b>Expenditures:</b>								
Sanitation	\$ 3,564,131	\$ 594,022	\$ 464,133	\$ 285,057	\$ 749,190	21.0%	\$ 830,203	25.4%
Transfers Out	2,649,730	441,622	441,630	-	441,630	16.7%	441,246	16.7%
Reserves	134,997	22,500	-	-	-	0.0%	-	N.A.
<b>Total</b>	<b>\$ 6,348,858</b>	<b>\$ 1,058,144</b>	<b>\$ 905,763</b>	<b>\$ 285,057</b>	<b>\$ 1,190,820</b>	<b>18.8%</b>	<b>\$ 1,271,449</b>	<b>21.5%</b>
<b>Changes in Fund Balance:</b>								
Fund Balance 7/1			\$ 322,482					
Net Revenue (Expense)			144,852					
<b>Ending Fund Balance</b>			<b>\$ 467,334</b>					

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

17% of Year Lapsed

	<u>Budget</u>	<u>Actuals</u>	<u>Percent of Budget</u>
<b>Special Revenue Funds:</b>			
Economic Development Fund	1,902,083	332,484	17%
E-911 Fund	1,095,403	191,064	17%
Special Library Fund	88,000	8,714	10%
Special Museum Fund	-	25,000	N/A
Municipal Airport Fund	-	-	N/A
Harshfield Library Donation Fund	-	-	N/A
Restricted Revenue Fund	-	50,300	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	600	23%
Debt Service Fund	4,818,069	48,339	1%
<b>Capital Project Funds:</b>			
Sales Tax Capital Improvement Fund	3,330,030	591,050	18%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	-	7,200	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	-	216,987	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
<b>Proprietary Funds:</b>			
Adams Golf Course Operating Fund	663,654	150,426	23%
Sooner Pool Operating Fund	72,245	12,045	17%
Frontier Pool Operating Fund	94,205	15,705	17%
Municipal Airport Operating	585,975	132,352	23%
<b>Internal Service Funds:</b>			
Worker's Compensation Fund	93,460	23,243	25%
Health Insurance Fund	3,757,814	831,231	22%
Auto Collision Insurance Fund	75,000	12,510	17%
Stabilization Reserve Fund	1,291,774	215,314	17%
Capital Improvement Reserve Fund	6,998,023	1,341,663	19%
Mausoleum Trust Fund	-	-	N/A

**ALL OTHER FUNDS**

## Expenditure Budget Report - Budget Basis

17% of Year Lapsed

	<u>Budget</u>	<u>Actuals</u>	<u>Percent of Budget</u>
Special Revenue Funds:			
Economic Development Fund	5,416,131	1,513,132	28%
E-911 Fund	1,226,020	165,656	14%
Special Library Fund	185,000	8,542	5%
Special Museum Fund	51,500	6,552	13%
Municipal Airport Fund	28,508	-	0%
Harshfield Library Donation Fund	382,568	15	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	166,670	17%
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	504,706	9%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	27,542	125	0%
Wastewater Regulatory Capital Fund	554,842	23,508	4%
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	772,694	16%
Proprietary Funds:			
Adams Golf Course Operating Fund	665,922	217,369	33%
Sooner Pool Operating Fund	79,562	8,672	11%
Frontier Pool Operating Fund	94,230	10,901	12%
Municipal Airport Operating	670,036	115,851	17%
Internal Service Funds:			
Worker's Compensation Fund	430,000	41,552	10%
Health Insurance Fund	4,079,068	883,163	22%
Auto Collision Insurance Fund	443,559	26,966	6%
Stabilization Reserve Fund	11,933,651	-	0%
Capital Improvement Reserve Fund	12,390,050	162,344	1%
Mausoleum Trust Fund	7,791	-	0%

**ALL OTHER FUNDS**

## Fund Balance Report - Modified Cash Basis

17% of Year Lapsed

	<u>Beginning of Year</u>	<u>Change</u>	<u>Current</u>
Special Revenue Funds:			
Economic Development Fund	3,705,288	(138,835)	3,566,453
E-911 Fund	214,997	27,566	242,563
Special Library Fund	290,970	(8,527)	282,443
Special Museum Fund	139,059	18,448	157,507
Municipal Airport Fund	80,702	-	80,702
Harshfield Library Donation Fund	463,144	(15)	463,129
Restricted Revenue Fund	409,319	49,580	458,899
Golf Course Memorial Fund	45,891	(400)	45,491
CDBG-COVID	-	-	-
ARPA	1,762,952	(166,670)	1,596,282
Justice Assistance Grant Fund	7,619	-	7,619
Neighborhood Park Fund	60,222	-	60,222
Cemetery Care Fund	10,055	600	10,655
Debt Service Fund	3,726,110	48,339	3,774,449
Capital Project Funds:			
Sales Tax Capital Improvement Fund	3,737,112	27,746	3,764,858
Park Capital Improvement Fund	-	-	-
Wastewater Capital Improvement Fund	162,540	(7,205)	155,335
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	-	216,987	216,987
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	(90,310)	6,674,774
Proprietary Funds:			
Adams Golf Course Operating Fund	19,376	17,561	36,937
Sooner Pool Operating Fund	21,830	3,634	25,464
Frontier Pool Operating Fund	23,562	1,996	25,558
Municipal Airport Operating	309,066	42,422	351,488
Internal Service Funds:			
Worker's Compensation Fund	196,884	211	197,095
Health Insurance Fund	45,564	39,111	84,675
Auto Collision Insurance Fund	509,867	(23,103)	486,764
Stabilization Reserve Fund	11,933,651	215,314	12,148,965
Capital Improvement Reserve Fund	17,068,585	1,240,600	18,309,185
Mausoleum Trust Fund	8,164	-	8,164



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

**SUBJECT:** Financial Statement Explanatory Information

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## **GENERAL INFORMATION**

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

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

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

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

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

These analyses are presented in the final manner:

### Highlights:

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

Major Operating Funds:

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

Other Funds:

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

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

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

Discuss and take action to award a contract for a Gravity Belt Polymer Feed System for the Wastewater Treatment Plant, presented by Trevor Dorsey.

*Budget and Source of Funds:*

\$60,000 – Wastewater Treatment Plant Capital Fund

*Attachments:*

None

**II. STAFF COMMENTS AND ANALYSIS**

One of the capital projects approved for this fiscal year is to replace the polymer feed system for the gravity belt at the wastewater treatment plant. The gravity belt is one of the final steps in the wastewater treatment process that dewater sludge to prepare it for disposal through land application. The polymer feed system is a skid mounted pump and mixing system that takes dry polymer, mixes it with water and then injects this polymer blend into the sludge prior to the gravity belt to maximize the dewatering process.

In addition to advertising in the local newspaper, City's website, Construct Connect, SW Construction News, and Dodge Bidding, bid packets were sent to 2 vendors. One (1) bid was received and shown below.

Vendor	Bid
Environmental Improvements (Edmond, OK)	\$51,300


The bid by Environmental Improvements meets all the specifications of the project.

**III. BUDGET IMPACT**

The budget for the project is \$60,000. The low bid from Environmental Improvements is \$51,300, which is \$8,700 below the available budget.

**IV. RECOMMENDED ACTION**

Staff recommends awarding the Gravity Belt Polymer Feed system contract to Environmental Improvements for \$51,300.

  
\_\_\_\_\_  
Council Member or Staff Member

9-15-23  
\_\_\_\_\_  
Date



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

Discuss and take action to award a contract to purchase a Day Cab Truck Tractor for the Wastewater Treatment Plant, presented by Trevor Dorsey.

*Budget and Source of Funds:*

\$150,000 – Wastewater Treatment Plant Capital Fund

*Attachments:*

None

**II. STAFF COMMENTS AND ANALYSIS**

One of the equipment purchases approved for this fiscal year is to replace a day cab truck tractor for the wastewater plant. This tractor is used to pull a tanker unit to transport sludge from the wastewater plant to the land application sites.

In addition to advertising in the local newspaper, City's website, Construct Connect, SW Construction News, and Dodge Bidding, five (5) bid packets were sent to regional vendors and two (2) bids were received, which are shown.

Vendor	Bid
Holt Truck Centers Tulsa (Tulsa, OK)	\$151,037.45
Premier Truck Group (Tulsa, OK)	\$151,142.00

The low bidder, Holt Truck Center, utilizes a 2025 International IIX 620 and is in compliance with the specifications.

**III. BUDGET IMPACT**

The budget for the project is \$150,000. The low bid from Holt Truck Centers is \$151,037.45, which is \$1,037.45 over the available budget. However, there are savings from other capital projects within this fund that will cover the deficit.

**IV. RECOMMENDED ACTION**

Staff recommends awarding the bid to Holt Truck Centers, Tulsa for \$151,037.45.




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Council Member or Staff Member

9-15-23

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Date

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

A public hearing to consider a request by Josh and Kimberly Davis to close 2 feet of the eastern portion of the utility easement that runs north and south on the west side of the property in Lot 1, Block 4, Prairie Ridge Addition, Bartlesville, Washington County, Oklahoma.

Attachments:

Ordinance  
Exhibit A

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

Applicant: Josh and Kimberly Davis

Requested Action: A public hearing to consider a request to close the east 2 feet of the utility easement that runs north and south on the west side of the property in Lot 1, Block 4, Prairie Ridge Addition, Bartlesville, Washington County, Oklahoma said portion of right-of-way being more particularly described as follows:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 4, PRAIRIE RIDGE ADDITION, BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA; THENCE N 01°10'10" W ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 11.00 FEET; THENCE LEAVING SAID WEST LINE, N 88°49'41" E A DISTANCE OF 8.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE N 01°10'19" W PARALLEL WITH THE WEST LINE OF SAID LOT 1 A DISTANCE OF 99.00 FEET; THENCE N 88°46'53" E A DISTANCE OF 2.00 FEET; THENCE S 01°10'19" E PARALLEL WITH THE WEST LINE OF SAID LOT 1 A DISTANCE OF 99.00 FEET; THENCE S 88°49'41" W A DISTANCE OF 2.00 FEET TO THE POINT OF BEGINNING, CONTAINING 198 SQUARE FEET, MORE OR LESS.

### **SPECIAL INFORMATION:**

The applicant is requesting the closure because it was discovered when trying to sell the property that 6" of the hot tub sits inside the easement. When sold in 2014, the hot tub was shown to be out of the easement. City staff corresponded with utility companies to verify whether it would be possible to vacate the portion of utility easement with the

new encroachment. If this appeared feasible we would recommend that the property owner proceed with an application to vacate a portion of the easement. If this was not acceptable to the utility companies the hot tub might have to be removed or utilities relocated. Ultimately, the utility companies verified that the hot tub was not constructed on top of any utilities. A partial closure was acceptable to the utility companies and the property owner was notified that they needed to proceed with an application to vacate a portion of the easement. 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, PSO, AT&T or Sparklight as they do not have facilities located within this easement, therefore they have no objections to the modified request.

### **III. RECOMMENDED ACTION**

Staff recommends holding the public hearing and authorizing the mayor to execute the attached ordinance vacating the east 2 feet of the utility easement on the west side of the property. A public hearing notice has been placed in the *Examiner Enterprise*.

ORDINANCE NO. \_\_\_\_\_

An Ordinance to close the east 2 feet of the utility easement, located on the west side of Lot 1, Block 4, Prairie Ridge Addition, Bartlesville, Washington County, Oklahoma.

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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 October 2, 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 1, BLOCK 4, PRAIRIE RIDGE ADDITION, BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;**

**COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 4, PRAIRIE RIDGE ADDITION, BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA; THENCE N 01°10'10" W ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 11.00 FEET; THENCE LEAVING SAID WEST LINE, N 88°49'41" E A DISTANCE OF 8.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE N 01°10'19" W PARALLEL WITH THE WEST LINE OF SAID LOT 1 A DISTANCE OF 99.00 FEET; THENCE N 88°46'53" E A DISTANCE OF 2.00 FEET; THENCE S 01°10'19" E PARALLEL WITH THE WEST LINE OF SAID LOT 1 A DISTANCE OF 99.00 FEET; THENCE S 88°49'41" W A DISTANCE OF 2.00 FEET TO THE POINT OF BEGINNING, CONTAINING 198 SQUARE FEET, MORE OR LESS.**

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 2<sup>nd</sup> day of October, 2023.

\_\_\_\_\_  
Dale Copeland, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk  
(SEAL)

**EXHIBIT "A"**  
**SAWGRASS PLACE**  
**(60' R/W)**

- LEGEND:**
- U/E UTILITY EASEMENT
  - D/E DRAINAGE EASEMENT
  - B/L BUILDING LINE
  - E ELECTRIC LINE
  - T TELEPHONE LINE
  - W WATER LINE



SCALE: 1" = 20'

**PRAIRIE RIDGE DR.**  
**(60' R/W)**

ADDRESS:  
 6205 SAWGRASS PLACE  
 BARTLESVILLE, OKLAHOMA

**PROPERTY DESCRIPTION:**  
 LOT 1, BLOCK 4, PRAIRIE RIDGE ADDITION,  
 BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA.

**PROPOSED EASEMENT TO BE VACATED:**  
 A PART OF LOT ONE (1) IN BLOCK FOUR (4) OF PRAIRIE RIDGE ADDITION TO BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N 01°10'19" W ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 11.00 FEET; THENCE LEAVING SAID WEST LINE, N 88°49'41" E A DISTANCE OF 8.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE N 01°10'19" W PARALLEL WITH THE WEST LINE OF SAID LOT 1 A DISTANCE OF 99.00 FEET; THENCE N 88°46'53" E A DISTANCE OF 2.00 FEET; THENCE S 01°10'19" E PARALLEL WITH THE WEST LINE OF SAID LOT 1 A DISTANCE OF 99.00 FEET; THENCE S 88°49'41" W A DISTANCE OF 2.00 FEET TO THE POINT OF BEGINNING, CONTAINING 198 SQUARE FEET, MORE OR LESS.

**NOTE:**  
 UTILITIES SHOWN WERE LOCATED BY MARKINGS ON THE GROUND ON AUGUST 3RD, 2023. LOCATIONS WERE MARKED BY OTHERS. UNDERGROUND SEWER, GAS AND STORM SEWER ARE ALL OUTSIDE OF THE REQUESTED AREA BY THE CLIENT TO SHOW WHAT UTILITIES WOULD BE AFFECTED BY THE LOCATION OF THE IN-GROUND POOL.

I, JAMES C. FIELDER, LICENSED PROFESSIONAL LAND SURVEYOR NO. 1674 IN THE STATE OF OKLAHOMA, HAVE MADE A EXHIBIT TO SHOW THE LOCATION OF UNDERGROUND UTILITIES THAT SERVICE THE ABOVE DESCRIBED PROPERTY AND THE INFORMATION SHOWN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

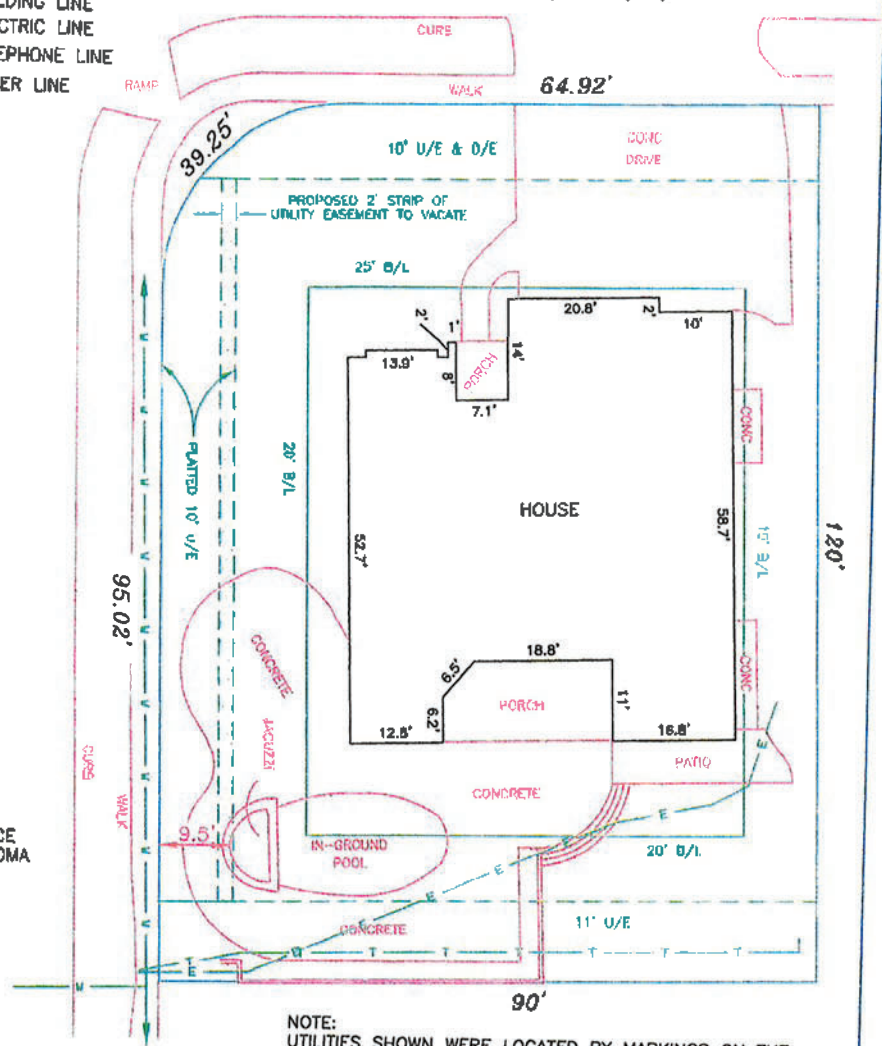
DATED THIS 7TH DAY OF AUGUST, 2023.  
 REVISED: AUGUST 16, 2023

**FIELDER**  
 LAND SURVEYING

1852 S.E. WASHINGTON BLVD.  
 BARTLESVILLE, OKLAHOMA 74008  
 (918) 336-5071  
 email: fielderlandsurveying@gmail.com

8/16/23

C.A. NO. 8833 - EXPIRES 6/30/24



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## I. SUBJECT, ATTACHMENTS, AND BACKGROUND

**CASE NO. RZ-0723-0008; PUD-00723-0031/32** - Public hearing, consideration, and possible action on a request to rezone 1.85 acres from IP (Industrial Park)/PUD (Planned Unit Development) to C-5 (General Commercial)/PUD, and for approval of a PUD Site Development Plan, on property located at 219 N Virginia Ave., from Keith & Christy McPhail of B the Light Mission Foundation.

Attachments:

- (1) Ordinance
- (2) Planning Commission Staff Report and Attachments

The property owner, B the Light Mission Foundation, is requesting to rezone 1.85 acres located at 219 N Virginia Ave from IP (Industrial Park)/PUD (Planned Unit Development) to C-5 (Commercial General) with a new PUD and associated Site Development Plan in order to develop the property as a homeless shelter/rescue mission. The property has an existing 2-story building totaling over 50,000 sq ft of floor area. The building has historically been used for petroleum research by the federal government, and medical administration offices by Ascension St. John Jane Phillips.

B the Light intends to transform the existing building and overall site into a shelter/rescue mission that will provide housing for the homeless and indigent population in Bartlesville and the surrounding area. The intake process would consist of assessing immediate problems, providing meals, identifying special concerns, long-term challenges, and developing an action plan for next steps. B the Light has examined examples in other states such as Watered Gardens in Joplin, MO to formulate their methodology and approach. The goal is to provide immediate relief, and to enable a path towards self-sufficiency and reintegration into society.

## II. STAFF COMMENTS AND ANALYSIS

In the Zoning Regulations, “Shelter/Rescue Mission, Temporary housing for homeless, indigent” is a use permitted by Special Zoning Permit or PUD in the C-5 (General Commercial) District after evaluation as to its probable effect on adjacent properties and the public safety and welfare. The purpose of the PUD and PUD Site Development Plan is to permit the proposed use and associated accessory uses, and to address bulk and area regulations that would not be in conformance with the underlying C-5 zoning for the existing building. Additionally, to better safeguard the surrounding area from possible future uses of the property, Staff worked with the applicants to exclude certain uses otherwise permitted in the C-5 District. Anticipated features and uses include:

- Temporary/emergency housing during extreme weather conditions.
- Shared bathroom and shower facilities for men and for women.
- Common kitchen and eating areas.
- Common areas for relaxation and recreation.
- Common study areas and training facilities.
- Spaces for spiritual practices and reflection.

- “Worth shop” where individuals can learn, create, and sell products.
- Administrative offices for the mission's staff.
- Satellite offices for counseling, legal, or minor medical assistance.
- Fitness training gym for physical health and wellbeing.
- Daycare center for working parents.
- Landscaping and gardening programs to teach basic agricultural skills.
- Community gardening including raised garden beds, beekeeping/apiary, chickens/chicken coop
- Separate housing areas for men, women and children.
- Separate dormitory style rooms for men and women.

In their regular meeting held September 26, 2023, the Planning Commission recommended approval of the requests to rezone 1.85 acres from IP (Industrial Park)/PUD (Planned Unit Development) to C-5 (General Commercial)/PUD, and the PUD Site Development Plan per staff recommendation. Staff recommended approval based upon the city’s strategic plan, past history of the property, surrounding land uses, and the provisions and restrictions in the PUD with the condition that housing and daycare not be permitted uses until documentation from Oklahoma Department of Environmental Quality has been provided to the City of Bartlesville stating that these uses are permitted due to existing land use restrictions on the property from its past use.

During the public hearing, twelve citizens spoke in favor of the item citing the need for the proposed use of the property and associated programs. One resident stated that she did not oppose the rezoning, but she opposed the chicken coop and bee keeping components due to their proximity to her business. The applicant stated that they felt adding 6-ft opaque fencing around the proposed community garden/chicken coop/bee keeping area was a good compromise. The Planning Commission elected to add the condition that the applicant comply with Ordinance No. 3510, which pertains to the keeping of chickens on residential property. Ordinance 3510 limits the number of chickens allowed and prohibits the keeping of roosters, where these restrictions would not otherwise have applied to this non-residentially zoned property.

### **III. RECOMMENDED ACTION**

Planning Commission recommended approval of the requests by a vote of 5-0 (2 other commissioners recused themselves), subject to the following conditions:

- Development of the site shall comply with Section 3-5 of Article I, Chapter 3 of the Bartlesville Municipal Code as amended by Ordinance No. 3510 as if the property were zoned for RS (Single-Family Residential).
- Housing and daycare shall not be permitted uses until documentation from Oklahoma Department of Environmental Quality has been provided to the City of Bartlesville stating that these uses are permitted in connection with the commercial/industrial land use restrictions on the site referenced in the ODEQ Brownfields Voluntary Redevelopment Certificate of No Action Necessary awarded to the U.S. Department of Energy dated November 1999. Regardless of the need for a building permit for remodeling/conversion of building space for these uses, issuance of a certificate of occupancy from the City of Bartlesville will be required prior to these uses commencing. Any other certificate of occupancy issued for other permitted uses of the property will not apply to housing or daycare uses unless stated explicitly.

A public hearing to consider this request for approval of a Rezoning, Planned Unit Development, and Site Development Plan has been scheduled for the Bartlesville City Council on Monday, October 2, 2023. The City Council is requested to hold this public hearing and make a final decision on this request.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE LAND USE AND ZONING MAP OF THE CITY OF BARTLESVILLE, AND AMENDING THE ZONING MAP ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF BARTLESVILLE BY CHANGING THE BOUNDARY OF THE USE DISTRICT SO THAT CERTAIN AREAS HEREIN DESCRIBED AND LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF BARTLESVILLE, OKLAHOMA SHALL BE CHANGED FROM IP/PUD TO C-5/PUD AND ACKNOWLEDGING THE APPROVAL OF A SUPPLEMENTAL DESIGNATION PLANNED UNIT DEVELOPMENT (CASE NO. RZ-0723-0008 AND PUD-00723-0031/32).**

---

**WHEREAS**, a petition was heretofore filed with the Planning Commission of the City of Bartlesville requesting that the real estate hereinafter described, located in the City of Bartlesville, be rezoned from IP (Industrial Park)/PUD (Planned Unit Development) to C-5 (General Commercial)/PUD and materials were submitted relative to a certain supplemental designation Planned Unit Development and Site Development Plan relative to all of the real property hereinafter described; and

**WHEREAS**, the Bartlesville City Planning Commission considered said request at a public hearing on September 26, 2023, and following public input and discussion, submitted its report to the City Council with a recommendation for approval of C-5/PUD zoning and supplemental designation Planned Unit Development; and

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

**WHEREAS**, on October 2, 2023, said hearing was duly held by the City Council; and

**WHEREAS**, on October 2, 2023 said City Council approved said rezoning and supplemental designation planned unit development.

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

**Section 1.** That the land use and zoning map of the City of Bartlesville approved by the City Council on December 19, 1966, on file in the office of the City Clerk of the City of Bartlesville, Oklahoma, be and the same is hereby amended by re-establishing the boundary of the use districts so that the following described real estate located in the City of Bartlesville, County of Washington, Oklahoma, containing 1.85 acres, more or less, be rezoned from IP/PUD to C-5/PUD:

**THE SOUTH 25 FEET OF LOT 6, ALL OF LOTS 7, 8, 9, 10, 11, AND 12, THE NORTH 20 FEET OF LOT 16, AND ALL OF LOTS 17, 18, 19, 20, 21, AND 22, BLOCK 1, GEORGE B. KEELER 2ND ADDITION, BARTLESVILLE, WASHINGTON COUNTY**

**Section 2.** That the PUD pertaining to Case No. RZ-0723-0008 and PUD-00723-0031/32 relative to all of the real property heretofore described is hereby approved with the following conditions:

- Development of the site shall comply with Section 3-5 of Article I, Chapter 3 of the Bartlesville Municipal Code as amended by Ordinance No. 3510 as if the real estate described herein were zoned RS (Single-Family Residential).



- Housing and daycare shall not be permitted uses until documentation from Oklahoma Department of Environmental Quality has been provided to the City of Bartlesville stating that these uses are permitted in connection with the commercial/industrial land use restrictions on the site referenced in the ODEQ Brownfields Voluntary Redevelopment Certificate of No Action Necessary awarded to the U.S. Department of Energy dated November 1999. Regardless of the need for a building permit for remodeling/conversion of building space for these uses, issuance of a certificate of occupancy from the City of Bartlesville will be required prior to these uses commencing. Any other certificate of occupancy issued for other permitted uses of the property will not apply to housing or daycare uses unless stated explicitly.

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

**PASSED** by the City Council and **APPROVED** by the Mayor of the City of Bartlesville, Oklahoma this 5<sup>th</sup> day of July, 2022.

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Dale Copeland, Mayor

**ATTEST:**

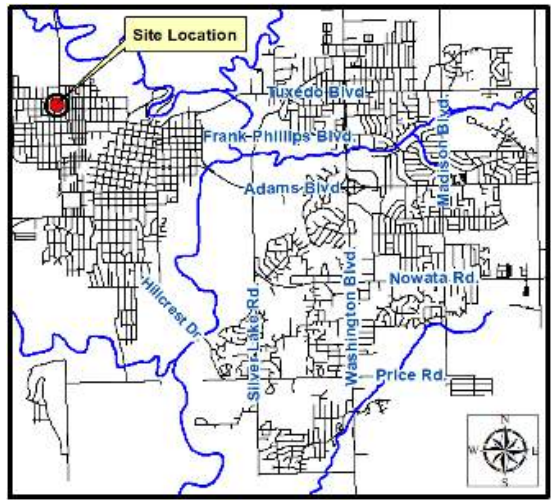
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Jason Muninger, CFO/City Clerk



# Community Development Department STAFF REPORT

**TO:** Bartlesville City Planning Commission  
**FROM:** Micah Snyder, Senior Planner  
**DATE:** September 26, 2023



**CASE NO. RZ-0723-0008; PUD-00723-0031/32** - Public hearing, consideration, and possible action on a request to rezone 1.85 acres from IP (Industrial Park)/PUD (Planned Unit Development) to C-5 (General Commercial)/PUD, and for approval of a PUD Site Development Plan, on property located at 219 N Virginia Ave., from Keith & Christy McPhail of B the Light Mission Foundation.

## GENERAL INFORMATION:

Applicant: B the Light Mission Foundation  
 Requested Action: Approval of rezoning to C-5 with a new PUD and associated Site Development Plan  
 Location: 219 N Virginia Ave  
 Legal Description: The South 25 feet of Lot 6, all of Lots 7, 8, 9, 10, 11, and 12, the North 20 feet of Lot 16, and all of Lots 17, 18, 19, 20, 21, and 22, Block 1, George B. Keeler 2nd Addition, Bartlesville, Washington County.  
 Area of Tract: 1.85 acres  
 Floodplain: N/A  
 Present Land Use: Existing structure was previously medical administrative office.  
 Proposed Land Use: Shelter/Rescue Mission, Temporary housing for homeless, indigent  
 Zoning: IP (Industrial Park)/PUD (Planned Unit Development) to C-5 (General Commercial)/PUD

### Adjacent Zoning and Land Use:

North:	IP (Industrial Park) / PUD – Former Research Buildings
South:	C-3 (Major Shopping) / PUD – Vacant/Undeveloped/RV Storage and; RS-5 (Single Family Residential) – Single Family Residential
West:	RS-5 (Single Family Residential) – Single Family Residential
East:	IP / PUD – Former Research Buildings and; RM-1.5 (Multifamily Residential) – Former Research Buildings

## ANALYSIS:

The property owner, B the Light Mission Foundation, is requesting to rezone 1.85 acres located at 219 N Virginia Ave from IP (Industrial Park)/PUD (Planned Unit Development) to C-5 (Commercial General) with a new PUD and associated Site Development Plan in order to develop the property as a homeless shelter/rescue mission. The property has an existing 2-story building totaling over 50,000 sq ft of floor area.

This item was continued from the August 22, 2023 City Planning Commission meeting due to a lack of quorum. The applicants have revised the PUD and Site Development Plan since that meeting to remove the proposed tiny homes, and add 6-ft tall, opaque screening fencing around the proposed gardening/bee-keeping/chicken-keeping area. Site design standards in the PUD have been updated to reflect these changes.

B the Light intends to transform the existing building and overall site into a shelter/rescue mission that will provide housing for the homeless and indigent population in Bartlesville and the surrounding area. The intake process would consist of assessing immediate problems, providing meals, identifying special concerns, long-term challenges, and developing an action plan for next steps. B the Light has examined examples in other states such as Watered Gardens in Joplin, MO to formulate their methodology and approach. The goal is to provide immediate relief, and to enable a path towards self-sufficiency and reintegration into society. The standards detailed in the PUD and Site Development Plan are intended to facilitate this goal.

In the Zoning Regulations, “Shelter/Rescue Mission, Temporary housing for homeless, indigent” is a use permitted by Special Zoning Permit or PUD in the C-5 (General Commercial) District after evaluation as to its probable effect on adjacent properties and the public safety and welfare. The purpose of the PUD and PUD Site Development Plan is to permit the proposed use and associated accessory uses, and to address bulk and area regulations that would not be in conformance with the underlying C-5 zoning for the existing building. Anticipated features and uses include:

- Temporary/emergency housing during extreme weather conditions.
- Shared bathroom and shower facilities for men and for women.
- Common kitchen and eating areas.
- Common areas for relaxation and recreation.
- Common study areas and training facilities.
- Spaces for spiritual practices and reflection.
- “Worth shop” where individuals can learn, create, and sell products.
- Administrative offices for the mission's staff.
- Satellite offices for counseling, legal, or minor medical assistance.
- Fitness training gym for physical health and wellbeing.
- Daycare center for working parents.
- Landscaping and gardening programs to teach basic agricultural skills.
- Community gardening including raised garden beds, beekeeping/apiary, chickens/chicken coop
- Separate housing areas for men, women and children.
- Separate dormitory style rooms for men and women.

## **Permitted Uses & Site Design Standards:**

### **Permitted Uses:**

- Uses permitted by right in the C-5 (General Commercial) Zoning District, with exceptions noted below and;
- “Shelter/Rescue Mission, Temporary housing for homeless, indigent”, but allowing a longer time frame of 11 to 15 months instead of 60 days allotted by the definition in the Zoning Regulations, and accessory uses.

To better safeguard the surrounding area from possible future uses of the property, Staff worked with the applicants to exclude certain uses otherwise permitted in the C-5 District. Excluded uses consist of the following:

- Gun and knife sales.
- Body piercing and painting, permanent cosmetics, and tattoo facilities.
- Retail sale, cultivation, or processing of marijuana.
- Alcohol sale for consumption on or off the premises.
- Pawn shop.
- Check cashing.
- Loan office.
- Pet store.
- Restaurant.
- Glass sales and cutting shop.
- Contractor or construction offices and shops.
- Airport sales, service, rental, repair.
- Boat and marine rental, repair, sales, storage.
- Mobile home sales.
- Trailer sales or rental.
- Taxicab service.
- Automobile repair.
- Automobile and truck rental.
- Automobile glass, muffler, seat covers, tires and upholstery sales and repair.
- Automobile body work or painting.
- Automobile sales and service.
- Automobile service station, including customary minor incidental service, body or motor repair.
- Automobile accessory and supply store including tire, battery and auto service.

Additionally, uses not permitted include any use that has Special Conditions listed in Table 6.2 of the Zoning Regulations and any use for which the minimum parking requirement prescribed in the Zoning Regulations would not be met by parking provided on site, calculated by the floor area dedicated to that use (excluding “Shelter/Rescue Mission, Temporary housing for homeless, indigent”).

**Bulk and Area Requirements and Off-Street Parking and Loading:**

The table below details the requested modifications to the underlying C-5 zoning and off-street parking and loading requirements of the Zoning Regulations. The modifications are intended to address the existing features of the site.

<b>Item</b>	<b>C-5 District</b>	<b>Proposed in PUD</b>
Minimum Lot Area	5,000 square feet	1.85 acres
Minimum Lot Width	50 feet	325 feet of frontage on Virginia Ave
Maximum Floor Area Ratio	0.5	0.64
Maximum Lot Coverage	N/A	50%
Maximum Building Height	N/A	No taller than existing structure and 15 ft for accessory structures
Exterior Setback	50 feet (arterial) / 25 feet (non-arterial)	20 feet (arterial) / 15 feet (non-arterial)
Interior Setback	0 feet where abutting property in a non-residential district	10 feet
Off-Street Parking	One per 1.5 employees	25 spaces (including 2 ADA)
Loading Zones	None	1 existing to remain

**Residential Protection Screening:** An existing, approximately 10-foot tall, chain-link fence currently exists on the western and southern edges of the project area. The existing fencing will be made opaque with vinyl slats or other acceptable alternative to screen the development from the residential property to the west. The southern fencing will be made opaque as well as shown on the Site Development Plan.

**Landscaping:** The applicant has provided a preliminary landscape plan with the PUD and Site Development Plan applications that is close to meeting requirements, lacking only a few trees on the Virginia Ave side. A final landscape plan that meets the requirements of the Zoning Regulations will be required for review and approval.

**Access / Sidewalks:** The site currently has one main access point on the east side that is to remain as the primary access. Additionally, the site has a gated access point that will remain gated and locked. There are existing sidewalks in good condition surrounding the site.

**Water and Sanitary Sewer:** The existing building is already served by utilities.

**Street and Parking Lot Lighting:** No new site lighting is anticipated at this time. If any future lighting is proposed, the applicant will be required to provide plans showing the location and height, and confirming no light bleed/glare off-site complying with the Zoning Regulations.

**Signage:** No new signage is proposed as the applicant is utilizing the existing sign structure, however if any new signage is proposed it will be required to comply with the standards in the Zoning Regulations.

## **Zoning History:**

The property was originally designated as M-1 (Light Industrial) District when the Zoning Regulations were first implemented in 1966. The property, along with the entirety of the former petroleum research complex, was rezoned to IP (Industrial Park)/PUD in 2000 in an apparent effort to make it more attractive for Industrial Park uses, with additional stipulations in the PUD intended to safeguard the surrounding area. These included:

- Prohibition of Automobile Service Stations.
- Screening of all outside storage areas, including storage of finished products.
- Landscape plans as required for all non-residential development to be provided at the time of any proposed expansion or new construction is proposed for the site.
- Front and exterior side yard setbacks shall not be less than twenty feet; or less than the building setback requirements for the adjacent property.

Due to its proximity to residential development, Staff is taking into consideration that the applicant's rezoning request is to a less-intense zoning district than has ever historically been on the property, with further restrictions on permitted uses for the proposed or any future development. If approved, the proposed PUD would replace the existing.

## **City Strategic Plan:**

City Council adopted the city's strategic plan on July 5, 2022. The Emerging Issues section indicates an intention to partner with community groups to discuss, evaluate and report on existing needs and potential solutions that address Child Care, Housing, and Homelessness. B the Light's intention to develop this site is in line with this section of the strategic plan.

## **Environmental Considerations:**

*National Zinc Overlay District (NZOD):* This property is within the National Zinc Overlay District. The soils were tested and the results were found to be contaminated. The contaminated soil is noted to have been remediated. If soil is proposed to be disturbed, an NZOD permit will be required.

*Oklahoma Department of Environmental Quality Brownfields Voluntary Redevelopment Certificate of No Action Necessary Awarded to the United States Department of Energy November 1999:* The property is subject to conditions imposed by ODEQ restricting uses of the land to commercial/industrial resulting from previous use as a petroleum research facility. The applicants have been in contact with ODEQ, and ODEQ has indicated that all proposed uses aside from housing and daycare would be permitted under these restrictions. A letter from DEQ is included as an attachment. After this letter was issued, DEQ communicated by email that daycare use would also not be allowed under these restrictions. Coordination between the applicants and ODEQ will be required to permit housing and daycare uses.

## **SCHEDULE OF DEVELOPMENT/PHASING:**

Subject to ODEQ determinations, B the Light has provided a general schedule and phasing for the development.

**Phase I** is for initial repairs and setup to ensure that the building is safe and habitable. Items in this phase include roof repair, interior work including refurbishment of existing spaces, and installation of a comprehensive security system. Phase I is anticipated to take approximately 6 months.

**Phase II** will include the creation of temporary and emergency housing facilities for the development of the Shelter/Rescue Mission facility. Items in this phase include conversion of the gym into a warming/cooling area for extreme temperatures, development of a common kitchen on the first floor (and associated facilities), separate shower and bathroom facilities for men and women on the first floor, designation of areas for administrative and satellite offices, and setup of initial shelter/housing accommodations, with 20 beds for men and separate spaces for women and children. Phase II is anticipated to take approximately 1 year.

**Phase III** targets the development of transitional and training infrastructure geared toward long-term rehabilitation and skill development. Items in Phase III include conversion of the second floor into housing with provisions for longer-term stays of approximately 11 to 15 months. It will also include setting up training facilities such as the “worth shop” and gym/recreational areas for holistic development as well as efforts to partner with local businesses for training and job placement opportunities and exploration and initiation of a potential daycare center for guests working offsite. Phase III is anticipated to take approximately 2 years.

**Total Duration:** Given the individual durations and the grace period between phases, the entire development plan is estimated to span over 4.5 years. Section 7.6.5.6 of the Zoning Regulations stipulates a 3-year expiration of an approved Site Development Plan, unless a building permit application is submitted pursuant to its development. 7.6.5.6.B provides for a time period greater than 3-years if requested in the PUD Site Development Plan application, therefore this PUD is instead requesting a 5-year time limitation with the same stipulation regarding application for building permit due to the proposed phasing.

### **SUPPLEMENTAL INFORMATION:**

Washington County records indicate that the existing building was constructed in 1930, with a later addition in 1950. The building was part of a larger complex that spanned several acres north and east of the subject site. The complex originally served as a petroleum research facility for the Federal Government under various names until 1983 when it became the National Institute for Petroleum and Energy Research (NIPER), operated by a private research institute. The operation was later moved to Tulsa and the Bartlesville campus closed in 1998. The Federal Government subsequently deeded the property to the City of Bartlesville, which then conveyed it to Jane Phillips Memorial Medical Center in 2001. Jane Phillips Memorial Medical Center later became Ascension St. John Jane Phillips and the facility operated as various forms of medical administration offices until 2022. B the Light Mission foundation came into ownership of the property shortly thereafter.

The applicants have provided the following estimated occupancy:

- Shelter/Rescue Mission
  - Up to 20 men and 6 women (plus any children)
- Temporary Housing
  - Up to 15 men and 15 women (plus any children)
- Total
  - 56 adults maximum.
  - 2021 US Census Bureau data indicates that average household size was ~2.5, therefore 0.5 children per 2 adults may serve to estimate number of children, making estimated max occupancy including children 70.

### **PUBLIC NOTICE AND PARTICIPATION REQUIREMENTS:**

In accordance with the Zoning Regulations, property owners within 300 feet of the site were notified of this request and hearing by mail. A sign was posted on the site, and a public hearing notice was placed in the Bartlesville *Examiner-Enterprise* newspaper. The applicants invited the property owners within 300 feet of the site to a citizen participation meeting. That meeting was held on Saturday, August 12, 2023. No citizens within the 300-foot radius attended, but one interested visitor attended and was given a tour and an explanation of the Foundation’s plans and vision. Results of the meeting are attached.

Staff has received inquiries from two nearby property owners. One initially objected to the possible uses that could be allowed by right in the C-5 district, but noted that this objection was satisfied after reviewing the previous staff report detailing uses to be excluded. A second has objections to the gardening, bee-keeping, and chicken-keeping on the site.

### **APPLICANT REQUEST:**

The applicants request approval of the Rezoning and PUD applications and PUD Site Development Plan, to allow the development of the site for a homeless shelter/rescue mission.

### **STAFF RECOMMENDATION:**

Based upon the city's strategic plan, past history of the property, surrounding land uses, and the provisions and restrictions in the PUD, Staff recommends approval of the requests to rezone 1.85 acres from IP (Industrial Park)/PUD (Planned Unit Development) to C-5 (General Commercial)/PUD, and the PUD Site Development Plan with the following condition:

- Housing and daycare shall not be permitted uses until documentation from Oklahoma Department of Environmental Quality has been provided to the City of Bartlesville stating that these uses are permitted in connection with the commercial/industrial land use restrictions on the site referenced in the ODEQ Brownfields Voluntary Redevelopment Certificate of No Action Necessary awarded to the U.S. Department of Energy dated November 1999. Regardless of the need for a building permit for remodeling/conversion of building space for these uses, issuance of a certificate of occupancy from the City of Bartlesville will be required prior to these uses commencing. Any other certificate of occupancy issued for other permitted uses of the property will not apply to housing or daycare uses unless stated explicitly.

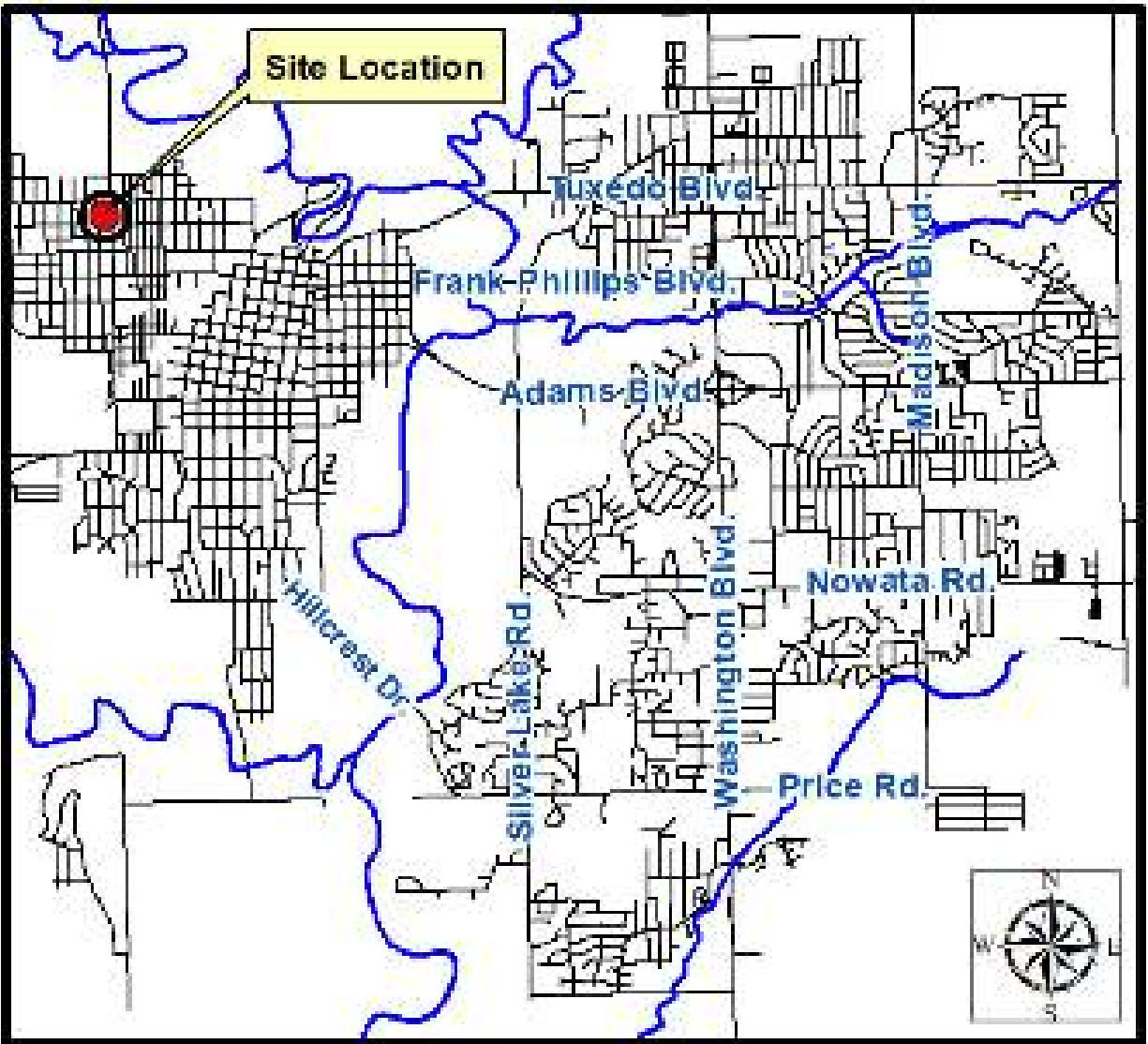
### **CPC ACTION REQUESTED:**

A public hearing to consider this request for approval of a rezoning, PUD and Site Development Plan have been scheduled before the Bartlesville City Planning Commission on Tuesday, September 26, 2023. The Commission is requested to hold this public hearing and make a recommendation to the City Council.

### **ATTACHMENTS:**

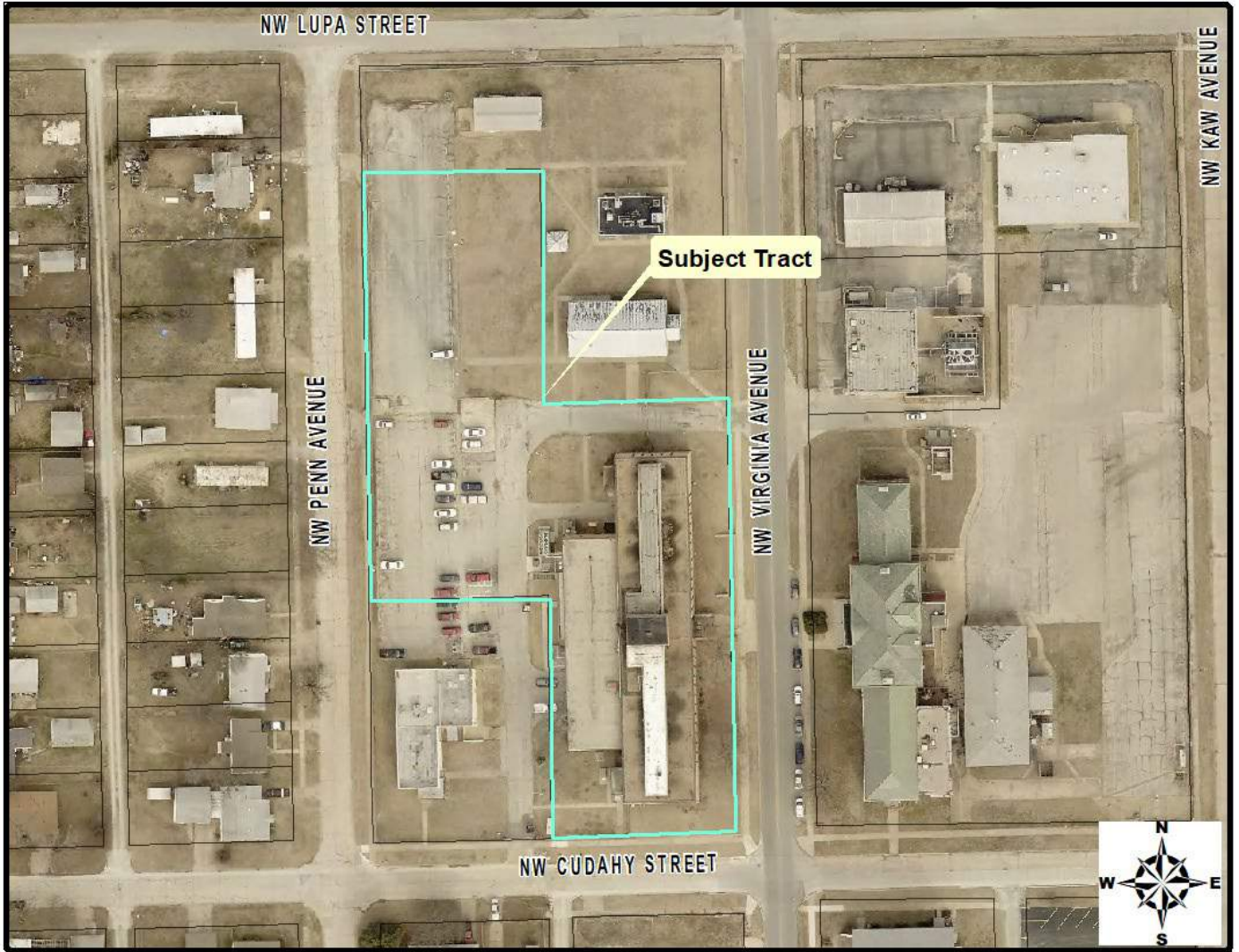
- Location Map
- Aerial Image
- Zoning Map
- PUD Standards & Site Development Plan
- Community Participation Results
- Site History Overview
- Certificate of No Action Necessary
- ODEQ Communication

# Location Map

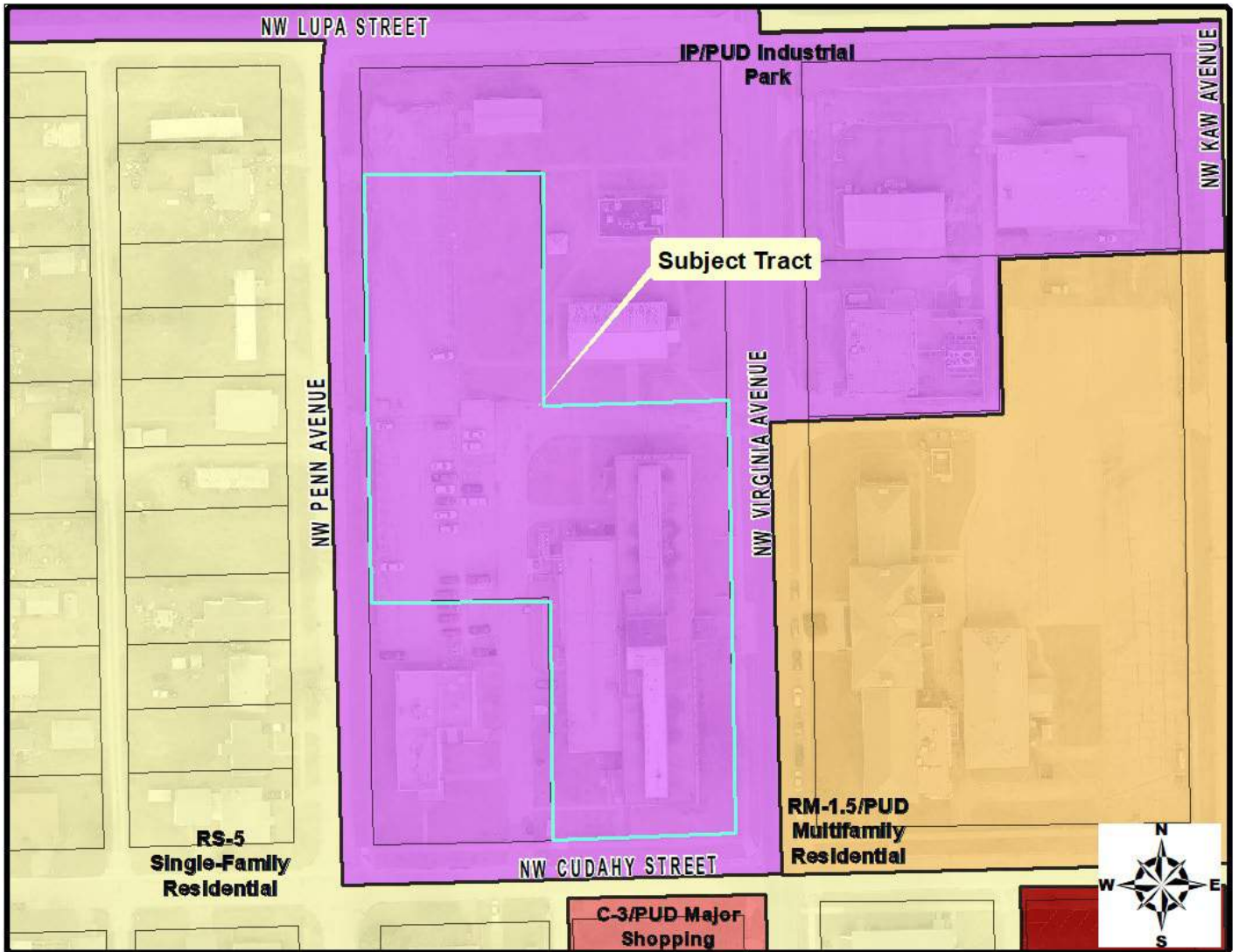




# Aerial Image



# Zoning Map



PLANNED UNIT DEVELOPMENT (PUD) DOCUMENT: B-The Light Mission  
219 N Virginia Ave. Bartlesville, OK 74003  
RZ-0723-0008 / PUD-0723-0031 / PUD-0723-0032  
August 2023



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## Project Information:

**Project Name:** B-The Light Mission

**Project Address:** 219 N. Virginia Ave, Bartlesville, Oklahoma

**Project Acreage:** 1.85 acres

**Legal Description:** South 25 feet of Lot Six (6), all of Lots Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), and Twelve (12), the North 20 feet of Lot Sixteen (16), and all of Lots Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-One (21), and Twenty-Two (22), all in Block One (1), George B. Keeler 2nd Addition, Bartlesville, Washington County, Oklahoma.

### Development Concept:

The existing property features a two-story building totaling approximately 50,000 square feet. The site currently houses offices, a power plant in the basement, and other typical office facilities. Given the property's strategic location and the structure's potential, there is an intention to transform it into a mission center focused on rehabilitation and support for the homeless and indigent population.

There is no anticipated alteration to the facade or footprint of the existing building.

Anticipated Features/Uses:

- Temporary/emergency housing during extreme weather conditions.
- Separate housing areas for men, women and children.
- Separate dormitory style rooms for men and women.
- Shared bathroom and shower facilities for men and for women.
- Common kitchen and eating areas.
- Common areas for relaxation and recreation.
- Common study areas and training facilities.
- Spaces for spiritual practices and reflection.
- "Worth shop" where individuals can learn, create, and sell products.
- Administrative offices for the mission's staff.
- Satellite offices for counseling, legal, or minor medical assistance.
- Partnerships with local businesses for vocational training.
- Fitness training gym for physical health and wellbeing.
- Daycare center for working parents.
- Designated storage area in the basement.
- Maintenance and janitorial storage rooms.
- Safe and organized storage system for easy retrieval of items.
- Adequate space for potential donations and goods to be distributed.
- Landscaping and gardening programs to teach basic agricultural skills.
- Community gardening
  - Raised garden beds
  - Beekeeping/Apiary
  - Chickens/Chicken coop

## Property History:

Washington County records indicate that the building was constructed in 1930, and had a later addition in 1950. The property and building were part of a complex created by the U.S. Government for petroleum research (Bureau of Mines, which later became the Department of Energy).

In the latter part of the 20th century, the property was occupied by the National Institute for Petroleum and Energy Research (NIPER). This institution was a leading force in the evolution of energy exploration and utilization techniques. It played a pivotal role in advancing Bartlesville's reputation as a hub for energy research, attracting experts and researchers from all corners of the globe. During its tenure on the site, NIPER undertook numerous research projects that advanced the understanding of petroleum extraction, refining, and its environmental impacts. The facility was home to state-of-the-art labs and became synonymous with groundbreaking research. NIPER's research work profoundly impacted not just the city of Bartlesville but the entire energy industry, with many of its findings and innovations being incorporated into global energy extraction and utilization practices.

Following the tenure of NIPER, the property transitioned to a medical role, becoming part of the Ascension St. John Jane Phillips medical network as their west Bartlesville Campus. Ascension St. John transformed the site into a medical billing and claims facility. This use was discontinued in 2022, and Ascension St. John Jane Phillips conveyed the building to B the Light Mission Foundation thereafter.

## Existing and Proposed Zoning:

*Existing Zoning:* IP (Industrial Park) with PUD overlay

*Proposed Zoning:* C-5 (General Commercial) with PUD overlay

## Site Design Standards:

### Permitted Uses:

- Uses permitted by right in the C-5 (General Commercial) Zoning District\* and;
- “Shelter/Rescue Mission, Temporary housing for homeless, indigent” and typical accessory uses.

In alignment with the proposed zoning change to C-5 (General Commercial), these proposed land uses are designed to offer comprehensive support to the homeless and indigent population of Bartlesville. The aim is not just to provide immediate relief but to facilitate a journey towards self-sufficiency and reintegration into society. The design, layout, and services of this PUD ensure safety, dignity, empowerment, and growth for all its inhabitants.

### **SHELTER/RESCUE MISSION<sup>1</sup>, TEMPORARY HOUSING FOR HOMELESS, INDIGENT<sup>2</sup>:**

<sup>1</sup>To provide immediate shelter and safety for the homeless and indigent population of Bartlesville and the surrounding area.

<sup>2</sup>To offer a more stable and longer-term (11 to 15 months) housing solution as a transition for those who are taking steps to reintegrate into society and become self-sufficient.

**EDUCATION/TRAINING:** To empower and equip the homeless population with the skills and knowledge they need to find employment and sustain themselves independently.

**STORAGE:** To securely house records, materials, and goods required for the functioning of the mission and its programs.

**ADDITIONAL TYPICAL ACCESSORY USES:** To ensure the smooth operation of the facility and to offer auxiliary services and amenities.

**\*Uses Excluded:**

- Airport sales, service, rental, repair.
- Boat and marine rental, repair, sales, storage
- Mobile home sales (new and used)
- Trailer sales or rental (other than a house trailer)
- Taxicab service
- Automobile
  - glass, muffler, seat covers, tires and upholstery sales and repair
  - bus or truck body work or painting
  - automobile and truck rental
  - repair, not including body work or painting
  - sales (new or used) and service
  - service station, including customary minor incidental service, body or motor repair
  - accessory and supply store including tire, battery and auto service
- Gun and knife sales.
- Body piercing and painting, permanent cosmetics, and tattoo facilities.
- Pet store.
- Restaurant.
- Retail sale, cultivation, processing of marijuana.
- Alcohol sale for consumption on or off the premises.
- Pawn shop.
- Check cashing.
- Loan office, other than a pawn shop.
- Glass sales and cutting shop.
- Contractor or construction offices and shops.
- Any use that has Special Conditions listed in Table 6.2 of the Zoning Regulations.
- Any use for which the minimum parking requirement prescribed in the Zoning Regulations would not be met by parking provided on site, calculated by the floor area dedicated to that use (excluding "Shelter/Rescue Mission, Temporary housing for homeless, indigent").

**Statistical Summary:**

- Total Project Area: 1.85 Acres
- Total Open Space/Outside Area: 0.63 Acres (34%)
- Project Density in Floor Area Ratio (FAR): 0.64

**Bulk and Area Requirements:**

- MINIMUM LOT AREA: 1.85 acres
- MINIMUM LOT WIDTH: As per the frontage on 219 N. Virginia Ave.
- MAXIMUM FLOOR AREA RATIO: 0.64
- MAXIMUM LOT COVERAGE (STRUCTURES): 50% of the total site area, ensuring green and open spaces are preserved.

**Height Requirements:**

- **MAXIMUM BUILDING HEIGHT:** The existing structure is two stories above grade. No new constructions or additions to the current structure should exceed this height.
- **ACCESSORY STRUCTURES:** Any additional or accessory structures, such as storage sheds, will not exceed one story or 15 feet in height.

**Perimeter Requirements:**

- **EXTERIOR SETBACKS:**
  - A minimum of 20 feet from the front property line along N. Virginia Ave, an arterial.
  - A minimum of 15 feet from the rear property boundary along Penn Ave, a non-arterial.
- **INTERIOR SETBACK:** A minimum of 10 feet from all other property boundaries.
- **SCREENING:** An existing approximately 10-foot tall, chain-link fence currently exists on the western and southern edges of the project area. The chain-link fencing will be made opaque where the site abuts any single-family residential zoning district, as shown in the site development plan, to satisfy the perimeter screening requirement. Additionally, a 6-ft, opaque fence will be erected around the gardening/chicken & bee keeping area to screen it from abutting property.

**Off-Street Parking and Loading:**

**PARKING SPACES:** 25 spaces to be provided as a minimum. 23 typical and 2 handicap accessible spaces.

**LOADING ZONES:** One designated loading zone for the intake of supplies, donations, and operational needs. The loading zone should be easily accessible and not obstruct the primary entrances or exits.

**Services to the Facilities:**

**UTILITIES:** The facility will be equipped with standard utilities, including water, sewage, electricity, and gas. All utility installations and maintenance will comply with city regulations.

**WASTE MANAGEMENT:** Adequate bins and collection points will be installed for both recyclable (where available) and nonrecyclable waste. Regular collection services will be scheduled to ensure hygiene and cleanliness. Such facilities shall be screened by an opaque fence at least as tall as the receptacle(s).

**SECURITY:** The facility will be equipped with a security system, ensuring safety and protection for all guests, staff, and visitors.

**Landscaping:**

The landscaping for the property at 219 N. Virginia Ave will be meticulously designed and executed in full compliance with the city code. All plantings, placements, and maintenance will meet or exceed the stipulated standards, ensuring the aesthetics align with community expectations and regulations.

## Anticipated Project Phasing:

**Phase 1: Initial Repairs and Setup**

**DURATION:** 6 months

**FOCUS:** To ensure the building is safe and habitable.

**TASKS:**

- Remodeling of the roof at a cost of \$225,000.
- Interior work, including refurbishment of existing spaces, with a budget of \$100,000.
- Installation of a comprehensive security system, costing \$43,000.

**Phase 2: Shelter/Rescue Mission Development**

DURATION: 1 year

FOCUS: Creation of temporary and emergency housing facilities.

TASKS:

- Conversion of the gym into a warming/cooling area for extreme temperature conditions.
- Setup of temporary/emergency housing rooms, with 20 beds for men and separate spaces for women and children.
- Development of a common kitchen on the first floor, with associated facilities.
- Separate shower and bathroom facilities for men and women on the first floor.
- Designation of areas for administrative and satellite offices.

**Phase 3: Transitional & Training Infrastructure**

DURATION: 2 years

FOCUS: Long-term rehabilitation and skill development.

TASKS:

- Conversion of the second floor for housing with provisions for longer-term stays of approximately 11 to 15 months.
- Setting up training facilities, including the "worth shop".
- Partnership with local businesses for training and job placement opportunities.
- Inclusion of facilities like gym and recreational areas for holistic development.
- Exploration and initiation of a potential daycare center for guests working offsite.

**Total Duration:** Given the individual durations and the grace period between phases, the entire development plan is estimated to span over 4.5 years. Section 7.6.5.6 of the Zoning Regulations stipulates a 3-year expiration of an approved Site Development Plan, unless a building permit application is submitted pursuant to its development. 7.6.5.6.B provides for a time period greater than 3-years if requested in the PUD Site Development Plan application, therefore this PUD is instead requesting a 5-year time limitation with the same stipulation regarding application for building permit due to the proposed phasing.

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**Exhibits:**

- Site Photos
- Survey
- Site Development Plan
- Landscape Plan
- Site Elevation
- FEMA Floodplain



Exhibits:

**Site Photos**

*Front – Existing Building Façade – Looking West*



*Proposed location of community gardening area including bee and chicken keeping – South end of site.*



*View behind the building looking Northwest. Part of proposed parking area visible to the left.*



*Rear view of the building looking southeast. Part of proposed parking area visible to the right.*



LUPA STREET (50' R/W)

# PLOT PLAN

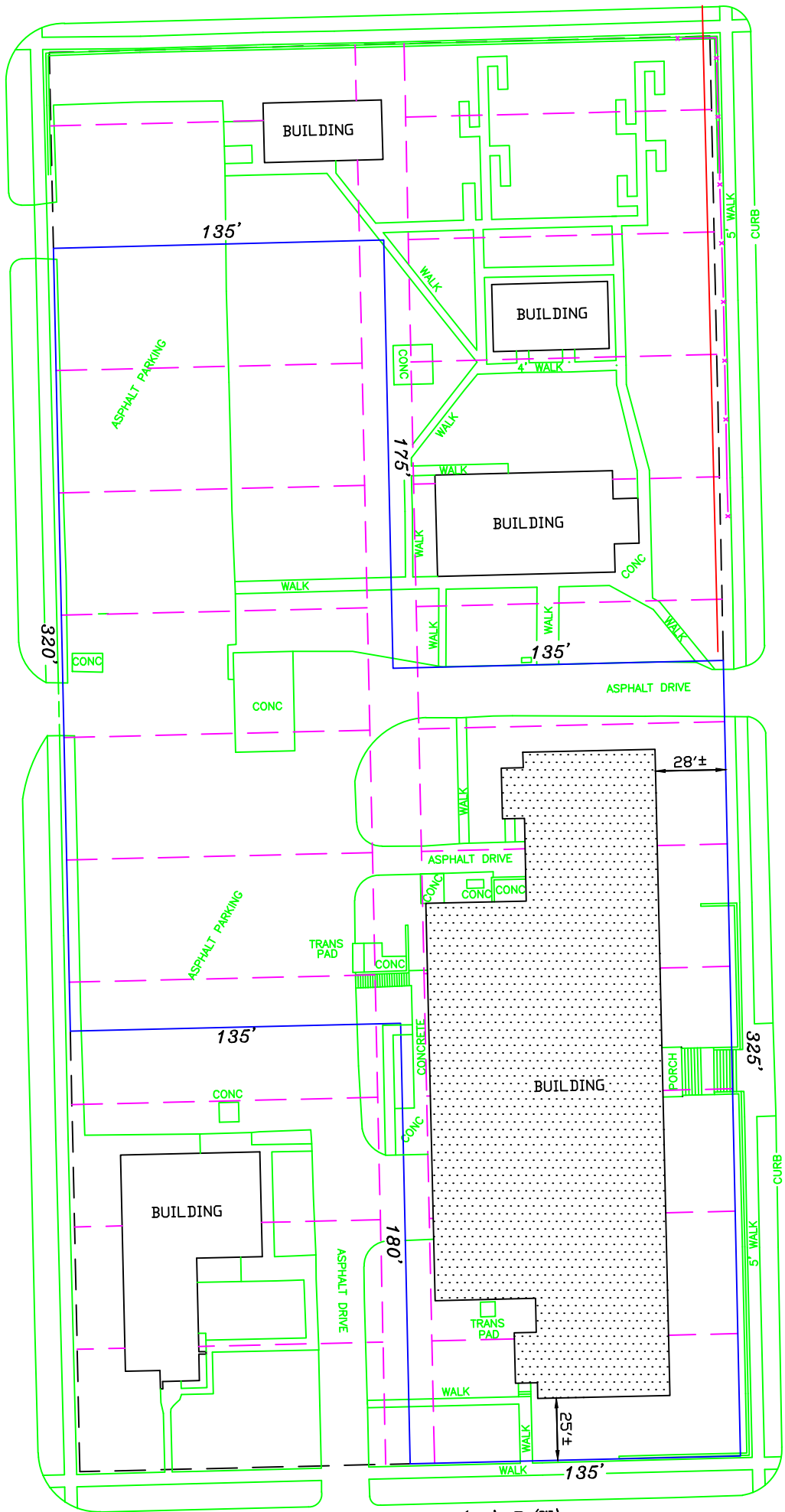


SCALE: 1" = 60'

DATED: JULY 6, 2023

PENN AVENUE  
(50' R/W)

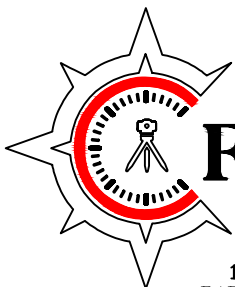
VIRGINIA AVE.  
(50' R/W)



CUDAHY STREET (50' R/W)

### PROPERTY DESCRIPTION:

THE SOUTH 25' OF LOT SIX (6), ALL OF LOTS SEVEN (7), EIGHT (8), NINE (9), TEN (10), ELEVEN (11) AND TWELVE (12); THE NORTH 20' FEET OF LOT SIXTEEN (16); AND ALL OF LOTS SEVENTEEN (17), EIGHTEEN (18), NINETEEN (19), TWENTY (20) TWENTY-ONE (21), AND TWENTY-TWO (22), IN BLOCK ONE (1), GEORGE B. KEELER 2ND ADDITION TO THE CITY OF BARTLESVILLE, WASHINGTON COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF. PROPERTY IS ALSO SUBJECT TO AND INCLUDING PART OF THE VACATED ALLEY PER ORDINANCE NO. 1345-A AND RESERVING AN EASEMENT OVER THAT PART OF THE VACATED ALLEY.



# FIELDER

LAND SURVEYING

1652 S.E. WASHINGTON BLVD.  
BARTLESVILLE, OKLAHOMA 74006  
(918) 335-5071

email: fielderlandsurveying@gmail.com  
C.A. NO. 8833 - EXPIRES 6/30/24

# B the Light Mission Foundation PUD Site Development Plan

Note: Red items are proposed, all other items shown are existing. Hatch-shaded area is owned by others not part of the PUD Site Development Plan.

## PLOT PLAN

Dashed red line - Existing chain-link fence to be made opaque for residential protection screening requirement.



SCALE: 1" = 60'

DATED: JULY 6, 2023

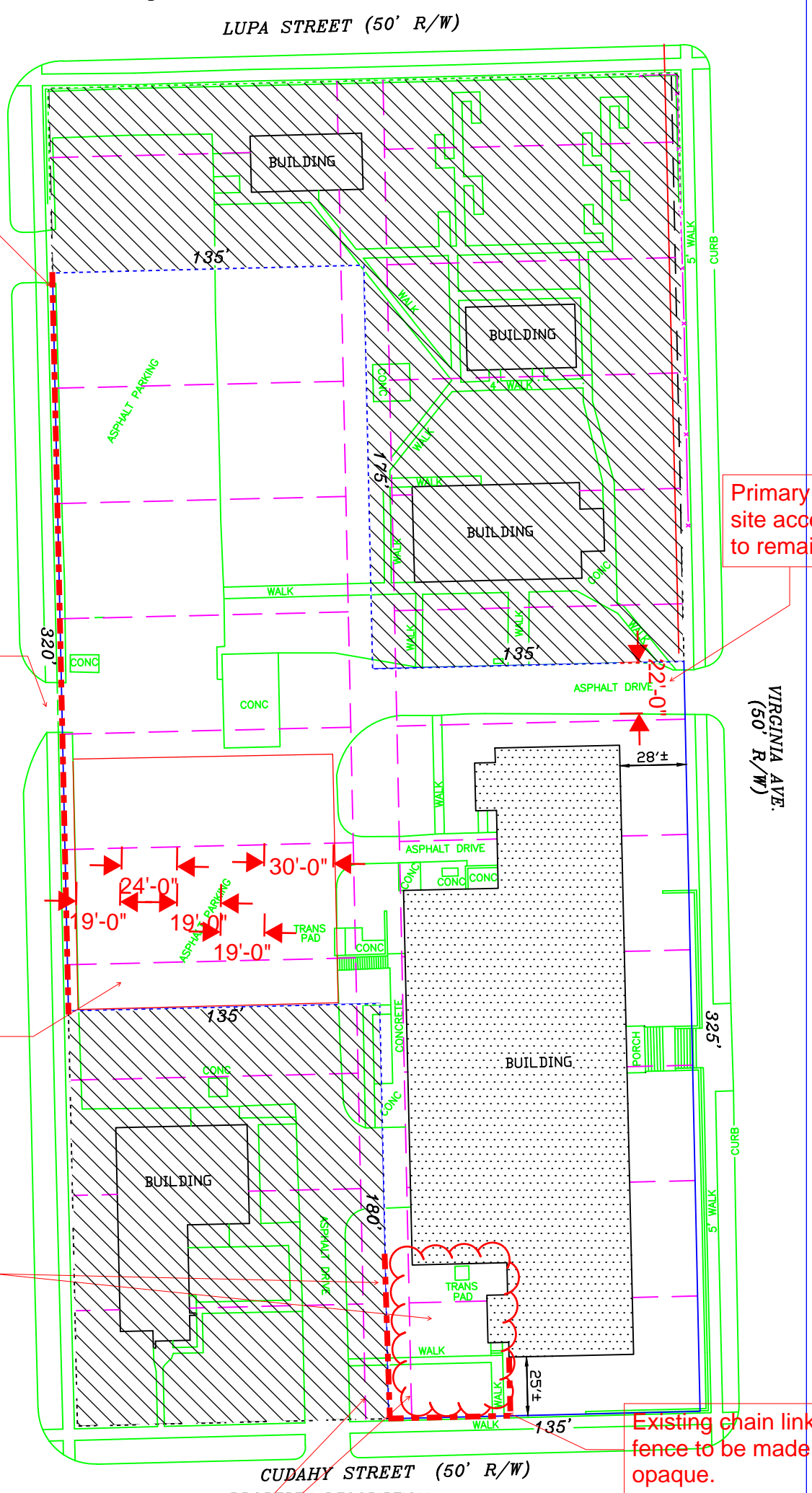
Gated access point to remain locked and used for emergency/secondary access only.

Existing parking area to be restriped (23 9x19 90 degree spaces + 2 ADA for 25 total) 24 ft minimum drive aisle widths.

Proposed location of community garden (raised beds) and chicken/beekeeping area. Additional 6-ft opaque fencing to be added for screening from abutting property.

Primary site access to remain

Existing chain link fence to be made opaque.

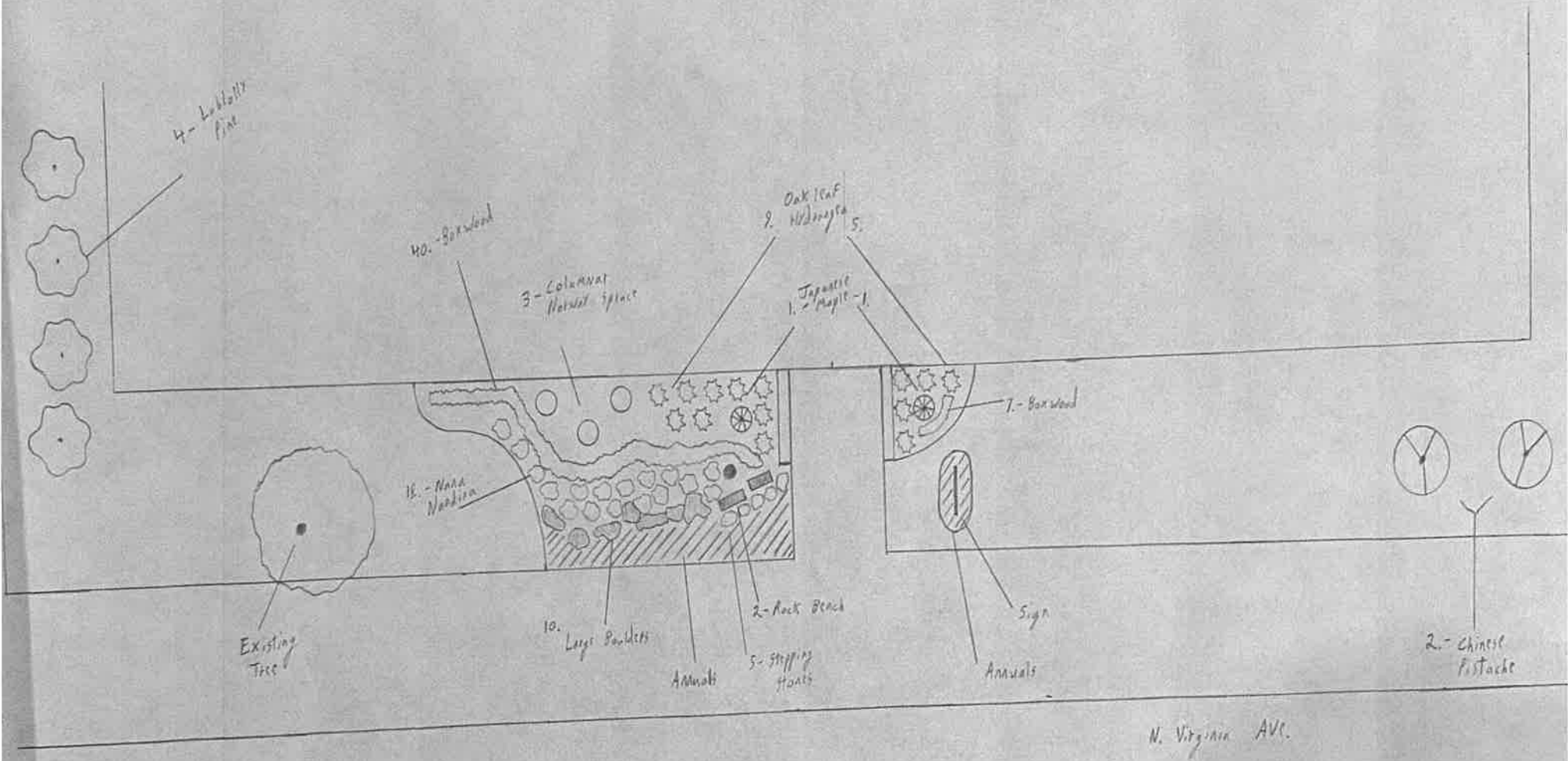


**FIELDER**  
LAND SURVEYING

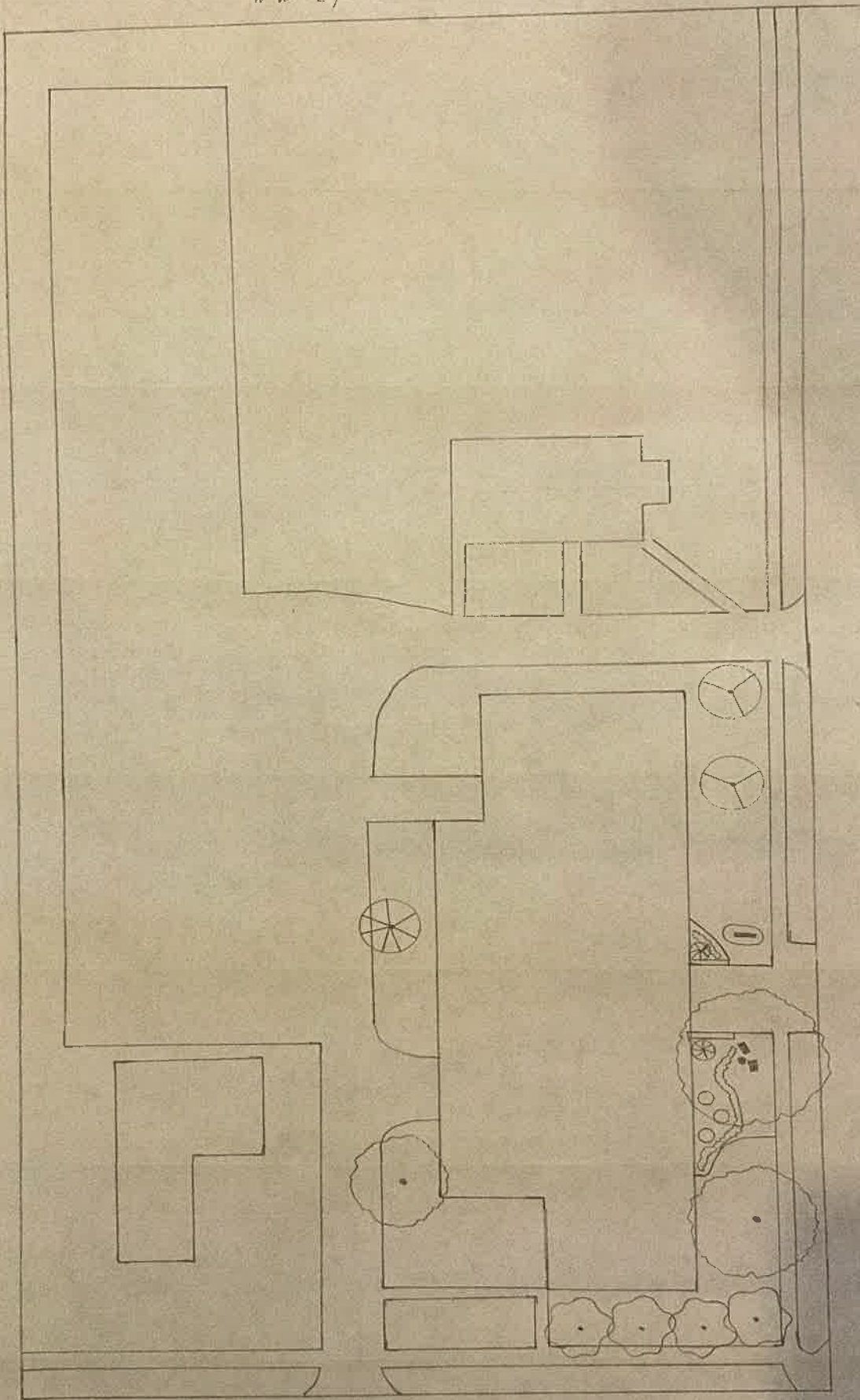
1652 S.E. WASHINGTON BLVD.  
BARTLESVILLE, OKLAHOMA 74006  
(918) 335-5071  
email: fielderlandsurveying@gmail.com  
C.A. NO. 8833 - EXPIRES 6/30/24

PROPERTY DESCRIPTION:  
THE SOUTH 25' OF LOT SIX (6), ALL OF LOTS SEVEN (7), EIGHT (8), NINE (9), TEN (10), ELEVEN (11) AND TWELVE (12); THE NORTH 20' FEET OF LOT SIXTEEN (16); AND ALL OF LOTS SEVENTEEN (17), EIGHTEEN (18), NINETEEN (19), TWENTY (20) TWENTY-ONE (21), AND TWENTY-TWO (22), IN BLOCK ONE (1), GEORGE B. KEELER 2ND ADDITION TO THE CITY OF BARTLESVILLE, WASHINGTON COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF. PROPERTY IS ALSO SUBJECT TO AND INCLUDING PART OF THE VACATED ALLEY PER ORDINANCE NO. 1345-A AND RESERVING AN EASEMENT OVER THAT PART OF THE VACATED ALLEY.

Vacated alley is a utility easement with an 8" sewer line running through it. No new structures to be constructed over it.



N W Lupa //











N. P. 100. 100.

N. Virginia. No.

Cudany st.



**Plant Ledger**

<b><u>Symbol</u></b>								
<b><u>Common</u></b>	Loblolly Pine	Existing Tree	Chinese Pistache	Elm	Japanese Maple	Columnar Norway Spruce	Oak Leaf Hydrangea	Nana Nandina
<b><u>Quantity</u></b>	4	3	2	1	2	3	14	18
<b><u>Class</u></b>	Large Tree	Large Tree	Large Tree	Large Tree	Small Tree	Small Tree	Medium Shrub	Small Shrub
<b><u>Base Point</u></b>	12		12	12	8	8	2	18
<b><u>Evergreen Credit</u></b>	2					2		
<b><u>Total</u></b>	56		24	12	16	30	28	18

Page 30



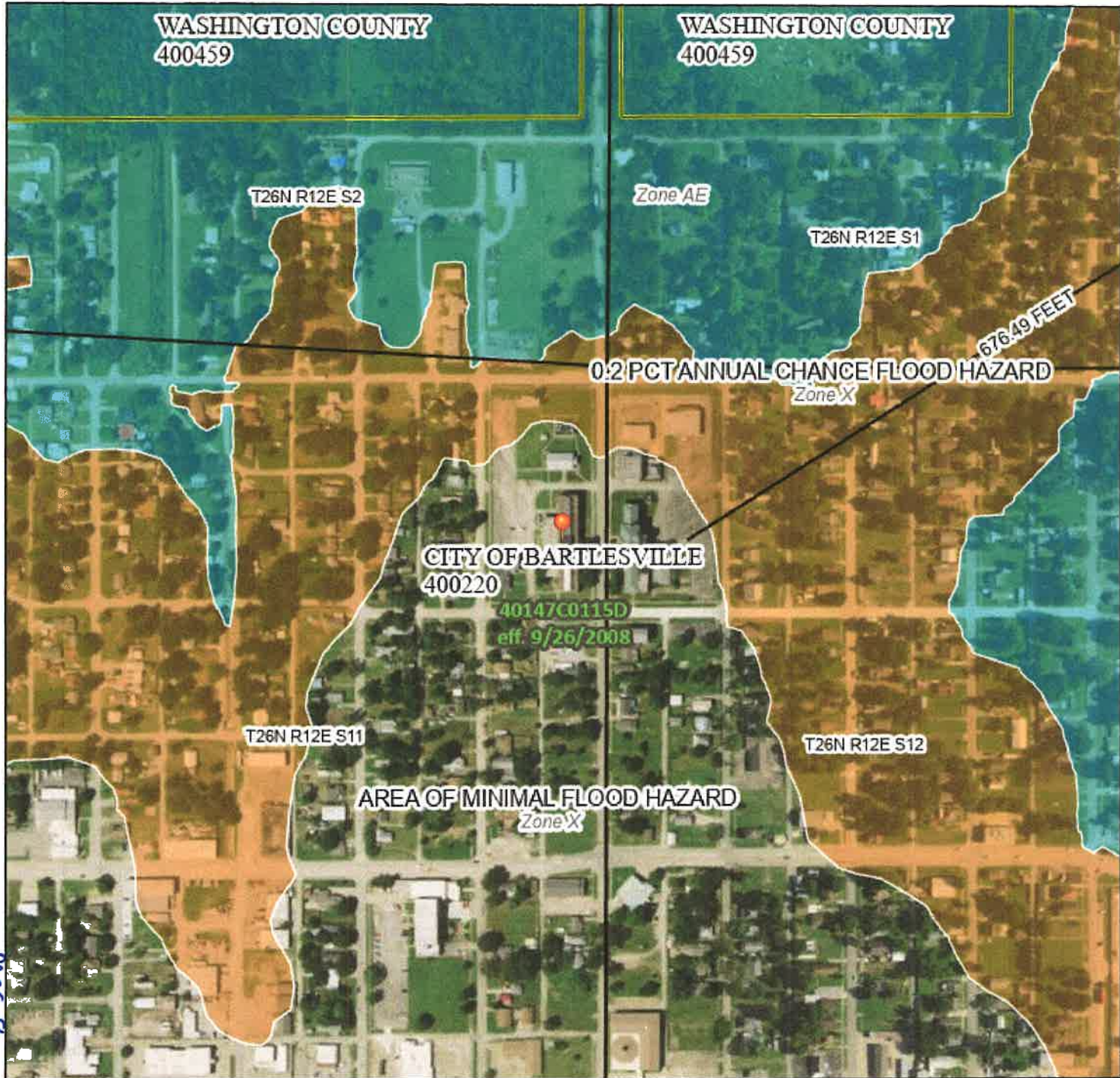
Esri, Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Maxar



# National Flood Hazard Layer FIRMMette



95°59'42"W 36°45'35"N



## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

- SPECIAL FLOOD HAZARD AREAS**
  - Without Base Flood Elevation (BFE) Zone A, V, A99
  - With BFE or Depth Zone AE, AO, AH, VE, AR
  - Regulatory Floodway
  
- OTHER AREAS OF FLOOD HAZARD**
  - 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
  - Future Conditions 1% Annual Chance Flood Hazard Zone X
  - Area with Reduced Flood Risk due to Levee. See Notes, Zone X
  - Area with Flood Risk due to Levee Zone O
  
- OTHER AREAS**
  - NO SCREEN Area of Minimal Flood Hazard Zone X
  - Effective LOMRs
  - Area of Undetermined Flood Hazard Zone I
  
- GENERAL STRUCTURES**
  - Channel, Culvert, or Storm Sewer
  - Levee, Dike, or Floodwall
  
- OTHER FEATURES**
  - 20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
  - 17.5
  - Coastal Transect
  - Base Flood Elevation Line (BFE)
  - Limit of Study
  - Jurisdiction Boundary
  - Coastal Transect Baseline
  - Profile Baseline
  - Hydrographic Feature
  
- MAP PANELS**
  - Digital Data Available
  - No Digital Data Available
  - Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 7/19/2023 at 4:49 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

PAGE 8

# MEMORANDUM

**CASE # RZ-0723-0008; PUD-00723-0031/32**

## **RESULTS OF CITIZEN PARTICIPATON MEETING**

The citizens within the 300-foot radius of 219 N Virginia were invited to a meeting at the site to provide an opportunity to ask questions and review the plans of the applicant to take place at the site on August 12, 2023 at 6:00 PM.

The results of the meeting on August 12<sup>th</sup>

None of the invited citizens affected within the 300-foot radius attended, one visitor of interest attended, Mayor Dale Copeland. The founders reviewed our plans and vision with him, provided him with a tour.

There were no adverse questions asked by the guests at the meeting.

The meeting closed at 6:45 PM.

Respectfully submitted,

Don Stivers

Secretary/Treasurer

[Skip Navigation](#)[Table of Contents](#)[Search All Entries](#)[Home](#)

## BARTLESVILLE PETROLEUM EXPERIMENT STATION

In 1915 Congress authorized the U.S. Department of Interior's Bureau of Mines to establish seventeen minerals research facilities around the nation. In 1918 the bureau set up three laboratories: One at Minneapolis was directed to study iron and manganese problems for the metals industries; one at Columbus, Ohio, was directed to conduct research relating to the ceramic and clay-related industries. The third, at Bartlesville, Oklahoma, was directed to seek new, more efficient ways of petroleum production and processing. The lab's establishment came at the request of independent producers in the Mid-Continent Petroleum Region.

Bartlesville was ideally located in the midst of the very active Mid-Continent oil fields. A landowner donated five acres, and the community raised fifty thousand dollars in order to build the facility, which was officially established on March 28, 1918. Two brick buildings, begun that summer and completed in January 1919, housed the experiments. During the first year the lab's scientists, under the direction of Superintendent J. O. Lewis, studied methods to prevent water pollution of wells, absorption processes for producing natural gasoline, methods of producing carbon black, and the causes of loss of light hydrocarbons from crude oil during storage. An experimental oil refinery and other "mini" plants were built as well. The goal was to develop methods for squeezing the last ounce of marketable product out of raw petroleum, while it was in the ground and/or after it had been extracted.

The facility was the nation's only lab for petroleum research and is considered by many to have been the birthplace of petroleum technology. Oil recovery technology research has since then focused variously water, chemical, and steam flooding, gas injection, thermodynamics, and microbially enhanced recovery. In later years the labs also focused on improving performance of fuels and engine systems, including vehicle exhaust emissions testing. At one time the Environmental Protection Agency gave it the job of identifying the chemical elements and materials in "smog."

The station's mission remained the same throughout its existence, although its name changed several times: Bartlesville Petroleum Research Center (from 1959), Bartlesville Energy Research Center (from 1975), Bartlesville Energy Technology Center (from 1977), and National Institute for Petroleum and Energy Research/NIPER (from 1983, operated by a private research institute). In 1997 it became the National Petroleum Technology Office, after a new private operator moved the project office to Tulsa. The Bartlesville property was closed in 1998. Some of the buildings have since served as headquarters for the Delaware Nation of American Indians.

**SEE ALSO:** [GEORGE E. FAILING](#), [HINDERLITER TOOL COMPANY](#), [PETROLEUM](#), [SEISMOGRAPH](#), [SUBMURGIBLE PUMP](#).

**BIBLIOGRAPHY:** "Bartlesville Institute Rolls with Oil's Punches," *Daily Oklahoman* (Oklahoma City), 13 April 1986. Rodney P. Carlisle and August W. Giebelhaus, *Bartlesville Energy Center: The Federal Government in Petroleum Research, 1918-1983* (Washington, D.C.: U.S. Department of Energy, 1985). "[National Institute for Petroleum and Energy Research \(NIPER\)](#)," *Proceedings of the Oklahoma Academy of Science* 67 (1987). Margaret Withers, *History of Washington County and Surrounding Area*, Vol. 2 (Bartlesville, Okla.: Bartlesville Historical Commission, 1968).

Dianna Everett

© Oklahoma Historical Society

Site Map

GO &gt;

**ABOUT NETL**

Mission & Overview  
 Organization  
 Site Environmental Quality  
 History  
 Key Staff

**KEY ISSUES & MANDATES****ONSITE RESEARCH****TECHNOLOGIES****ENERGY ANALYSIS****NETL-RUA****TECHNOLOGY TRANSFER****SOLICITATIONS & BUSINESS****EDUCATION****AWARDS & RECOGNITION****NEWSROOM****CONTACT NETL**

Home > About NETL > History

## About NETL History

Over the past century, fossil energy research and technology development has been advanced by NETL and its predecessor facilities as the energy needs of the Nation have grown and evolved.



1910 - The newly created Bureau of Mines in the U.S. Department of the Interior (DOI) opens the **Pittsburgh Experiment Station** in Bruceton, Pennsylvania, 12 miles south of Pittsburgh. The station includes an experimental coal mine and offers advanced training for coal operators and miners. Onsite research focuses on developing innovative coal-mining safety equipment and practices.

1918 - Following new discoveries of oil in Oklahoma and Texas, the **Petroleum Experiment Station** is established in Bartlesville, Oklahoma, as one of 17 DOI Bureau of Mines facilities under Public Law 283 (63rd Congress, 1915). The Station pursues systematic application of engineering and scientific methods to oil drilling, helping the early "boom and bust" oil industry create operating and safety standards.

1936 - With the enactment of the Emergency Relief Appropriation Act of 1935, the Works Progress Administration erects new station facilities and research activity expands. The **Bartlesville Station** evolves from a field demonstration center to a research laboratory with its own scholarly publication and achievement record. By the end of World War II, the Station has specialized expertise in oil field engineering studies, thermodynamics of petroleum compounds, and characterization of fuels and products.

1946 - World War II sparks national interest in synthetic fuels production, leading to the Synthetic Liquid Fuels Act of 1944. Under the Act, the **Synthesis Gas Branch Experiment Station** begins government-sponsored coal-gasification research at West Virginia University facilities in Morgantown, West Virginia. Administered by the DOI Bureau of Mines, the 17-employee Station is charged with developing processes to produce synthesis gas from coal.

1948 - The Synthetic Liquid Fuels Act (1944) authorizes the creation of energy research laboratories, resulting in the establishment of the **Bruceton Research Center** near Pittsburgh, Pennsylvania. More than 300 coal scientists work in the center's newly created laboratories and pilot plants.

1954 - The **Appalachian Experiment Station** for onsite coal research starts up at the current Morgantown location. The Station is created by consolidation of three DOI groups: the WVU Synthesis Gas Branch Experiment Station; a petroleum and natural gas recovery research group located in Franklin, Pennsylvania since 1942; and a safety inspections group, located in Fairmont, West Virginia since 1946. Morgantown staff now consists of 109 employees.

1975 - The new U.S. Energy Research and Development Administration incorporates the former DOI sites as the **Bartlesville Energy Research Center**, the **Morgantown Energy Research Center**, and the **Pittsburgh Energy Research Center**. The Centers begin overseeing federally funded contracts for fossil energy research and development. Research areas include development of advanced methods for cleaning coal and combustion gases, alternative methods to substitute coal for imported oil, and enhanced oil recovery to produce more domestic oil.

1977 - Under the newly established U.S. Department of Energy (DOE), the three sites become **Bartlesville Energy Technology Center (BETC)**, **Morgantown Energy Technology Center (METC)**, and **Pittsburgh Energy Technology Center (PETC)**. The Centers' responsibilities include onsite research in coal, oil, and gas technologies as well as management of millions of dollars in contracts for research and development conducted by universities, industry, and other research institutions.

1983 – Under a cooperative agreement, the **National Institute for Petroleum and Energy Research (NIPER)** is founded when DOE transfers operation of the Bartlesville research facility to IIT Research Institute, a private organization based in Chicago. At the same time, DOE establishes the **Bartlesville Project Office** to oversee NIPER's petroleum research activities.

1993 - DOE selects BDM-Oklahoma, Inc. to take over operation of the Bartlesville facility and to oversee a national field demonstration effort. BDM focuses its efforts on exploration and drilling, reservoir characterization and assessment, and improved recovery methods. In conjunction, the University of Tulsa wins a 5-year contract as principal subcontractor to BDM to carry out an aggressive technology-transfer program focused on independent producers.

1996 - The **Federal Energy Technology Center (FETC)** is launched through the unification of METC (Morgantown) and PETC (Pittsburgh). Although the sites are 65 miles apart, communications technology makes feasible a seamless organization. FETC strengthens existing partnerships with industry, academia, and other government organizations, and forges new ones, reinforcing its role as a catalyst for moving advanced energy and environmental technologies into the marketplace.

1998 - To align more strategically with national energy objectives, DOE opens the **National Petroleum Technology Office (NPTO)** in Tulsa, Oklahoma, and closes the Bartlesville Project Office. NPTO shares facilities with DOE's Southwestern Power Administration. The transition strengthens NPTO's contacts with oil and service companies in Tulsa and helps promote the development of technology and information needed to sustain a vital energy industry.

1999 – The Secretary of Energy designates FETC as DOE's 15th national laboratory, the **National Energy Technology Laboratory (NETL)**, signaling the importance of fossil fuels to the global energy economy. The Secretary also creates the Strategic Center for Natural Gas at NETL.

2000 – NPTO joins NETL, elevating DOE's petroleum research program to national status and streamlining the process of technology development to benefit the Nation's domestic producers. Coordination between the petroleum technology program and the laboratory structure strengthens collaboration and technology exchange between oil exploration and production efforts in Tulsa and natural gas research in Morgantown and Pittsburgh. Combined, the sites employ more than 1,100 federal employees.

2001 - Following the 2000 transfer of the NIPER site to the Bartlesville Development Corporation, DOE transfers the NIPER property to the City of Bartlesville. The Bartlesville Development Corporation markets the facility to outside businesses as part of local economic development efforts. The Delaware Indian Tribal Headquarters set up offices at the site.

2001 - NETL opens the **Arctic Energy Office** in Fairbanks, Alaska, with a two-part mission to promote research, development, and deployment of: 1) oil recovery, gas-to-liquids, and natural gas production and transportation and, 2) electric power in arctic climates, including fossil, wind, geothermal, fuel cells, and small hydroelectric facilities.

2005 - The **Albany Research Center (ARC)** in Albany, Oregon, is realigned by DOE and incorporated under NETL management. This realignment broadens the NETL material science capability. [Read More](#)

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY  
BROWNFIELDS VOLUNTARY REDEVELOPMENT  
CERTIFICATE OF NO ACTION NECESSARY  
AWARDED TO  
THE UNITED STATES DEPARTMENT OF ENERGY  
NATIONAL PETROLEUM TECHNOLOGY OFFICE  
NATIONAL INSTITUTE FOR PETROLEUM AND ENERGY RESEARCH  
NOVEMBER, 1999

WHEREAS, the Oklahoma Department of Environmental Quality (DEQ) has made a no action necessary determination because the application as required by the Oklahoma Brownfields Voluntary Redevelopment Act indicates the existence of contamination caused by regulated substances which, given the proposed use of the property, does not pose an unreasonable risk to human health and safety or to the environment as determined by the Department; and

WHEREAS, the no action determination applies only to conditions caused by contamination on the property, to applicable state or federal laws and to applicable rules and standards promulgated by the Board of Environmental Quality that existed at the time of submission of the application; and

WHEREAS, the DEQ has determined that no remediation action is deemed necessary for the site,

NOW THEREFORE, in accordance with the Oklahoma Brownfields Voluntary Redevelopment Act, 27A O.S. §2-15-101 *et seq.*, the DEQ issues this Certificate of No Action Necessary to the United States Department of Energy, National Petroleum Technology Office, National Institute for Petroleum and Energy Research, for the property located at 220 W. Virginia Avenue, Bartlesville, Oklahoma, 74006, more particularly described in the attached Brownfield Applicant's Affidavit of Ownership.

The land use specified is COMMERCIAL/INDUSTRIAL. The DEQ shall not pursue any administrative penalties or civil actions against the applicant, lenders, lessees, and successors and assigns associated with the determination that no action is necessary to remediate the contamination caused by regulated substances which is the subject of the certificate. The applicant and all lenders, lessees, and successors and assigns shall not be subject to civil liability with regard to the determination that no action is necessary to remediate the site. No person responsible for contamination caused by regulated substances who has not participated in the application process for a no action necessary determination shall be released from any liability. The Certificate of No Action Necessary shall remain effective as long as the site is in substantial compliance with the certificate as determined by the DEQ. The issuance of the Certificate of No Action Necessary shall not be construed or relied upon in any manner as a determination by the DEQ that the brownfield has not been or is not environmentally contaminated by regulated substances. The DEQ shall not assess against an applicant administrative penalties or pursue civil action associated with the contamination which is the subject of the no action necessary determination if the applicant is in compliance with the Certificate of No Action Necessary and the applicant is in compliance with any post-certification conditions. After issuance of the Certificate of No Action Necessary, the DEQ shall not assess administrative penalties or pursue civil actions associated with the contamination which is the subject of the no action necessary determination against any lender, lessee, or successor or assign if the lender, lessee, or successor or assign is in compliance with any post-certification conditions or requirements as specified in the Certificate of No Action Necessary. Submission of any false or materially misleading information by the applicant knowing such information to be false or misleading shall render the Certificate of No Action voidable. Except as otherwise provided in this subsection, nothing in the Oklahoma Brownfields Voluntary Redevelopment Act shall be construed to limit or negate any other rights of any person from pursuing or receiving legal or equitable relief from the applicant or any other person or legal entity causing or contributing to the environmental contamination.

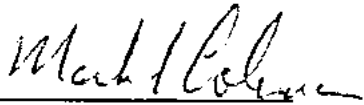
34216

DK 0931 PG 1446

Hand - 10/19/99

The release of liability from administrative penalties and any civil actions authorized by the Oklahoma Brownfields Voluntary Redevelopment Act shall not apply to any environmental contamination and consequences thereof that the applicant causes or has caused outside the scope of the certificate issued by the DEQ, any contamination caused or resulting from any subsequent redevelopment of the property, existing contamination caused by regulated substances not addressed prior to issuance of the Certificate of No Action Necessary, or any person responsible for contamination who has not participated in the voluntary remediation.

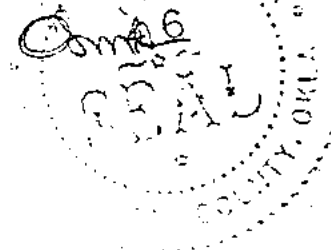
This certificate incorporates by reference the Memorandum of Agreement for Site Characterization (DEQ Case No. 97-MOA-001), NIPER's Brownfields application, all submittals thereunder, and the Site Cleanup Plan, No Action Determination, issued by the DEQ in conjunction with this Certificate of No Action Necessary on November 20, 1999.



Mark S. Coleman, Executive Director  
Department of Environmental Quality

SPECIAL CONDITION: CAPS, SUCH AS BUILDINGS OR CONCRETE AND ASPHALT, HAVE HELPED TO ACHIEVE REMEDIATION GOALS. FUTURE OWNERS WILL BE RESPONSIBLE FOR REMEDIAL COSTS IF A CAP OR COVER IS REMOVED OR DISTURBED. THE PLANNING DEPARTMENT OF THE CITY OF BARTLESVILLE AND THE WASTE MANAGEMENT DIVISION OF THE DEPARTMENT OF ENVIRONMENTAL QUALITY MUST BE NOTIFIED BEFORE REMOVING BUILDINGS OR DISTURBING ANY AREAS THAT HAVE A CONCRETE OR ASPHALT CAP OR COVER.

DOC NUMBER 99034216  
BOOK 931  
PAGES 1446 - 1449  
TIME 2:33:07  
FEE 14.00  
01/10/2000  
Marjorie Parrish  
Washington County Clerk  
RECORDED AND FILED

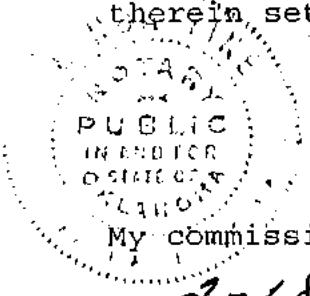


BK 0931 PG 1447

ACKNOWLEDGMENT

STATE OF OKLAHOMA            )  
  ) SS:  
COUNTY OF OKLAHOMA        )

Before me, LINDA FINE in and for said county and state, on the 30th day of November, 1999, personally appeared Mark S. Coleman, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Executive Director of the Oklahoma Department of Environmental Quality and acknowledged before me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such governmental agency, for the uses and purposes therein set forth.



Linda Fine  
Notary Public

My commission expires:  
2-18-01

BK0931261448





ORIGINAL

Amil

OKLAHOMA  
DEPT. OF ENVIRONMENTAL QUALITY

ACKNOWLEDGMENT

JAN 10 2000

FILED BY: Sm  
HEARING CLERK

STATE OF OKLAHOMA            )  
  ) SS:  
COUNTY OF OKLAHOMA        )

Before me, LINDA FINE in and for said county and state, on the 30th day of November, 1999, personally appeared Mark S. Coleman, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Executive Director of the Oklahoma Department of Environmental Quality and acknowledged before me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such governmental agency, for the uses and purposes therein set forth.

Linda Fine  
Notary Public

My commission expires:

2-18-01

This document was required to be attached to the Branfield certificate by the Washington Cty. Clerks office. Amil

---

September 11, 2023

Mr. Don Stivers  
Secretary/Treasurer  
B The Light Mission Foundation  
219 N. Virginia Ave.  
Bartlesville, OK 74003  
[dondstivers@gmail.com](mailto:dondstivers@gmail.com)

RE: DEQ Response to B The Light Rezoning Request Letter dated August 18, 2023

Dear Mr. Stivers:

The Oklahoma Department of Environmental Quality (DEQ) has reviewed the above referenced letter. The former United States Department of Energy National Institute for Petroleum and Energy Research property located at 220 W. Virginia Avenue, Bartlesville, Oklahoma, has a Brownfields Certificate specifying the land use as COMMERCIAL/INDUSTRIAL. DEQ considers a homeless training center and support services to be commercial use. DEQ's Risk Assessment Team has determined that a homeless shelter with sleeping quarters is not considered to be commercial use.

Changes to Land Use Restrictions for the Affected Property must be approved by the DEQ. The person(s) requesting the change in land use must demonstrate to the DEQ's satisfaction that contamination at the Affected Property has reached levels appropriate for the proposed new land uses and that further remediation is not necessary or that additional institutional or engineering controls are adequate to achieve levels protective of human health and the environment for the proposed use(s).

DEQ recommends an environmental assessment be performed on the area B The Light wants to use as a homeless shelter with sleeping quarters. DEQ's Brownfields Program offers free environmental assessment for non-profits and government entities. I have enclosed our application for an assessment if B The Light wants us to perform one.

If you have any questions, please contact me at [aron.samwel@deq.ok.gov](mailto:aron.samwel@deq.ok.gov) or at 405-702-5123.

Sincerely,

A handwritten signature in black ink that reads "A. Samwel". The signature is fluid and cursive, with the first name "A." and the last name "Samwel" clearly legible.

Aron Samwel, Brownfields Manager  
Land Protection Division

cc. Ingrid Kolb  
U.S. Department of Energy  
1000 Independence Ave., SW  
Washington, DC 20585  
[Ingrid.Kolb@hq.doe.gov](mailto:Ingrid.Kolb@hq.doe.gov)

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

Consideration and possible action to adopt an ordinance amending Ordinance 3277 pertaining to Flood Prevention and Control.

Attachments: Section 7-17 of the Bartlesville Municipal Code with revisions Ordinance

**II. STAFF COMMENTS AND ANALYSIS**

The City of Bartlesville participates in the National Flood Insurance Program (NFIP). The NFIP makes federally backed flood insurance available for all buildings within the City of Bartlesville. The City is required to adopt and enforce the minimum standards for coverage under the NFIP. Within this program, there are opportunities for communities to exceed the minimum standards to attain a better Community Rating which affects what kind of discount citizens within the community are afforded on flood insurance policies. Communities are rated on a scale of 1-10 with 1 being the best possible rating and 10 being the rating for only meeting minimum standards. The City of Bartlesville is currently rated as a Class 7 Community through this program, which affords a 15% discount on flood insurance policies for the citizens of Bartlesville. The NFIP minimum standards are updated periodically by FEMA and become more stringent with each revision. Currently, the City of Bartlesville's Flood Damage Prevention Ordinance does not meet one of the new prerequisites for Class 8 communities in the standards updated in 2022 with respect to elevating mechanical and electrical equipment above the base flood elevation (BFE). We have enforced this already, but it is not spelled out in our Municipal Code. We can't meet the Class 7 rating if we don't meet all prerequisites for even the Class 8 rating. Staff have made proposed modifications to Section 7-17(f) of the Bartlesville Municipal Code that will meet these prerequisites to help maintain our Class 7 rating.

**III. BUDGET IMPACT**

There is no budget impact associated with this request.

**IV. RECOMMENDED ACTION**

Staff recommends approval of the ordinance amending Section 7-17(f) of the Bartlesville Municipal Code and authorizing the mayor to sign the ordinance.

---

## Sec. 7-17. General standards.

In all areas of special flood hazard, the following provisions are required for all new construction and substantial improvements.

- (a) All new construction, substantial improvements, or development, both residential or nonresidential, shall be designed or modified so as to ensure that the effect of the proposed development will not increase the water surface elevation of the regulatory flood. To that end, new construction, substantial improvements, or development shall not be approved if it:
  - 1. Adversely affects the capacity of channels or floodways of any watercourse in the floodplain area to convey the regulatory flood;
  - 2. Would increase flood damage upon off-site properties during the occurrence of the regulatory flood as a result of increased flood flows or flood heights;
  - 3. Would individually or when combined with all other existing or anticipated development, expose upstream, downstream, or adjacent properties to adverse flood effects that would otherwise not be exposed to such effects due to the regulatory flood;
  - 4. Increase velocities or volumes of floodwaters to the extent that significant erosion of floodplains soils would occur either on the subject property or on some other property either upstream or downstream; and
  - 5. Does not provide for compensatory storage for any measurable loss of flood storage capacity.
- (b) Compensatory storage must be provided within the general location of the displaced storage and must serve the equivalent hydrologic function as the portion which is displaced with respect to the area and elevation of the floodplain.
- (c) All new construction or substantial improvements shall be designed or modified, and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
- (d) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage.
- (e) All new construction or substantial improvements shall be constructed with materials resistant to flood damage.
- (f) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are ~~designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding~~elevated a minimum of 1 foot above the base flood elevation.
- (g) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.
- (h) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system and discharge from the systems into floodwaters.
- (i) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

(Ord. No. 3277, § 2, 8-18-08)

**ORDINANCE NO.**

**AN ORDINANCE AMENDING ORDINANCE NO. 3277 PERTAINING TO FLOOD PREVENTION AND CONTROL**

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WHEREAS, The City of Bartlesville participates in the National Flood Insurance Program (NFIP); and

WHEREAS, The City of Bartlesville is currently rated as a Class 7 Community in the NFIP program which results in a 15% discount on certain flood insurance policies within the City; and

WHEREAS, The City's current Flood Damage Prevention Ordinance does not meet the new Class 8 prerequisite for elevation of machinery and equipment; and

WHEREAS, The Bartlesville City Council believes it is in the best interests of the citizens of the City of Bartlesville to modify the Flood Damage Prevention Ordinance to meet the new Class 8 prerequisite for elevation of machinery and equipment in order to maintain the current Class 7 community rating.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BARTLESVILLE, OKLAHOMA as follows:

That ordinance 3277 in Chapter 7, Sec. 7-17(f) of the Bartlesville Municipal Code is hereby amended to read as follows:

Sec. 7-17. General Standards.

(f) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are elevated a minimum of 1 foot above the base flood elevation.

Passed by the City Council and approved by the Mayor of the City of Bartlesville this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

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

Consider and take action on a request to adopt Ordinance.

Attachments: Draft Ordinance (Yellow Highlights Changes, Strikes are proposed removals).

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

The City of Bartlesville has undertaken a comprehensive review and revision of its sidewalk ordinances to address evolving urban planning challenges and ensure a pedestrian-friendly infrastructure. A new definition for "Legacy Subdivisions" has been incorporated, highlighting those subdivisions approved before 2000, which often lack sidewalks. While the mandate for sidewalks on both sides of arterial, collector, and residential streets remains, there's now an added provision exempting Legacy Subdivisions from sidewalk requirements if no sidewalks currently exist therein.

Additionally, the ordinance has been amended to stress the inclusion of sidewalks in any new or refurbished transportation projects, emphasizing the city's forward-thinking approach. The "sidewalk fee-in-lieu" section has seen changes as well, with the introduction of an option that addresses 'orphaned sidewalks' by collecting fees, allowing the city to focus on high-traffic pedestrian areas. This change emphasizes a strategic, interconnected approach to sidewalk development. Conversely, the previously existing "Payment in-kind option" within the fee-in-lieu section, which had several conditions tied to property changes, has been removed for simplification.

Furthermore, for "Critical Sidewalk Areas," the ordinance now provides clarity that these are areas within 100 feet of construction projects or existing sidewalks. Lastly, a previous restriction within the "Creation of Separate Fund; Use of Sidewalk Fees Collected" section, which limited the use of fees-in-lieu for specific sidewalk improvements, has been eliminated, allowing for potentially greater flexibility in fund allocation.

Together, these revisions reflect Bartlesville's proactive approach to enhance its pedestrian infrastructure, integrating both modern and legacy urban landscapes, and emphasizing safety, accessibility, and connectivity.

## **III. RECOMMENDED ACTION**

Approval of the Amended Ordinance.



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING CHAPTER 17, STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES, ARTICLE IV, SIDEWALKS, OF THE BARTLESVILLE MUNICIPAL CODE CONCERNING THE CONSTRUCTION OF SIDEWALKS**

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**WHEREAS**, the City Council of the City of Bartlesville recognizes that a comprehensive, connected, and financially sustainable sidewalk network is a vital part of a multi modal transportation system that is essential for a healthy, vibrant, and sustainable community; and

**WHEREAS**, the City Council seeks to provide clarity and flexibility to residents and developers with regard to new sidewalk construction requirements in the city.

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

Section 1. Chapter 17, Streets, Sidewalks, and Other Public Places, Article IV, Sidewalks, of the Bartlesville Municipal Code, is hereby amended to include new sections, currently reserved, to read as follows:

**Section 17-61. - Scope.**

The construction activities discussed in this Article are construction projects and must receive special attention in the permitting process, due to their frequency of occurrence and specific design/construction requirements. All of the activities herein require a permit in addition to other permits provided by other applicable ordinances.

**Section 17-62. - Sidewalks and driveways.**

**A. Definitions.** Unless otherwise provided, for the purposes of this section, the following words and phrases shall have the meanings given herein:

**Curb** shall be construed to mean the raised paved structure along the edge of a street.

**Driveway** shall be construed to mean any vehicular entrance or exit connected to any street.

**Sidewalk** shall be construed to mean any paved walkway within City rights-of-way.

**B. Permits.** No person shall construct or repair any sidewalk, driveway, or curb in City of Bartlesville street right-of-way without having first procured a permit.

**C. Maintenance by Property Owner.** The maintenance of sidewalks shall be a private responsibility. It shall be unlawful for any person, owner, his agent or representative, owning or having in his charge or under his control, any property in the City of Bartlesville, to permit any sidewalk or driveway abutting upon such property to become

dilapidated or out of repair so as to endanger the public safety and the public travel thereon. In any instance where the responsible private party fails to maintain an abutting sidewalk or driveway in a safe condition and such failure becomes known to the Director, the Director shall determine the nature and extent of any repairs necessary to eliminate any existing hazard to public safety and travel, and he shall give written notice to such person to repair the sidewalk or driveway within ten (10) days. If the sidewalk or driveway is not properly repaired within ten (10) days after the service of notice, then the owner, agent or representative of such owner having charge of such property shall be deemed guilty of violating this article, and Chapter 11 of the Bartlesville Municipal Code. Each day that the sidewalk or driveway is left in an unsafe or dangerous condition after the expiration of the ten (10) days' time shall constitute a separate offense and be punished by a fine as provided in Chapter 11 of the Bartlesville Municipal Code.

**D. Permit application fee waiver for minor repair.** The permit application fee for minor repair (as defined herein) of existing sidewalk shall be waived.

**Section 17-63. - Required sidewalks and fee-in-lieu option.**

**A. Definitions.** Words and terms not defined in this section shall have the meanings given to them by the Subdivision Regulations and Zoning Regulations of the City of Bartlesville ("City"), other ordinances of the City, and statutes of the State of Oklahoma, all as amended from time to time, or by common and ordinary usage if not defined elsewhere. For the purposes of this Section, the following words, terms, and phrases shall have the meanings prescribed in this Section, unless otherwise expressly written:

**Agent:** A person authorized to act on behalf of another person or entity concerning a construction project.

**Applicant:** The owner of real property upon which a construction project is planned or has commenced, or an agent of such owner.

**Arterial Street:** A street designated as an arterial street on the Bartlesville Street Functional Classification and/or Trafficway Plan, and the Bartlesville Subdivision Regulations, including, but not limited to, principal arterials, major arterials, and minor arterials. It has a high volume of traffic and is not intended to be a residential street. An arterial provides connections with major state and interstate roadways and has a high potential for the location of significant community facilities as well as retail, commercial and industrial facilities.

**Building Permit:** Formal written permission by the City to perform construction, alteration, repair or related activities within the municipal limits of the City or within its jurisdictional control, as required by ordinance.

**Certificate of Occupancy:** A document issued by the City certifying that a building is in compliance with applicable building codes and other requirements, and indicating that the building is in a condition suitable for occupancy

**Certificate of Compliance:** A document issued by the City certifying that an accessory building that is not inhabited, or other structure or improvement, is in compliance with applicable building codes and other requirements, and indicating that it is in a condition suitable for its intended use.

**City Limits:** The outer boundary of the area lying within the territory of the City of Bartlesville.

**Collector Street:** A street that is either (i) designated as a collector street on the Bartlesville Street Functional Classification and/or Trafficway Plan, and the Bartlesville Subdivision Regulations, or (ii) intended to move traffic from local streets to arterial streets and highways, or from local roads to secondary arterials. It functions to conduct traffic between arterial streets and/or activity centers. It conducts traffic to an activity center or a higher classification street. It is a principal traffic artery within residential areas and carries relatively high volume. A collector has potential for sustaining minor retail or other commercial establishments or their traffic along its route which will influence the traffic flow.

**Construction Project:** An organized undertaking at a specific location to complete pre-determined objectives for the planning, design, construction, repair, improvement or expansion of buildings or facilities, as detailed in construction plans, specifications and other related documents.

**Curb and Gutter:** The area abutting a street designed for the collection of stormwater runoff and providing a raised barrier for the safety of pedestrians and vehicular traffic.

**Development(s):** Buildings, facilities, improvements, or locations, whether planned, under construction or which are completed, which currently create pedestrian demand or which are likely to create pedestrian demand in the future.

**Director:** The Director of Community Development, or his or her designee.

**Director of Engineering:** The Director of the Engineering Department, or his or her designee.

**Fee-in-Lieu:** Payment of a fee rather than constructing required sidewalk(s) and sidewalk infrastructure which has been deferred in accordance with this Section.

**Legacy Subdivisions:** These refer to subdivisions within the city of Bartlesville that were designed, approved, and platted prior to the year 2000. Owing to the planning norms and infrastructure requirements of their time, many of these subdivisions did not incorporate sidewalks. As a result, they often lack the pedestrian pathways that newer developments typically include. These areas represent a unique challenge for urban planning, as they require retroactive integration into the modern, interconnected pedestrian infrastructure.

**Local Street (Residential Street):** A street, whether privately or publicly maintained, which provides access to each parcel of land within the residential neighborhood and within industrial areas, and in a manner that will discourage use by through traffic. The

primary purpose is to conduct traffic to and from dwelling units to other streets within the street hierarchy. They should be planned so that future expansion will not require the conversion of local streets to collector or arterial street functions. Ingress and egress to residential properties should be provided only on local streets.

**Mobility Scooter:** An electrically powered scooter designed for people with restricted mobility, typically those who are elderly and/or disabled.

**Minor Repair:** Repair of existing sidewalk by filling, patching or sealing of cracks or spalling, or repair by grinding, beveling, or cutting to remedy differences in vertical grade of existing sidewalk such as upheavals, buckling, and settling.

**Ordinance:** A legislative act of the City Council of the City which has become effective in accordance with the Amended Charter of the City.

**Owner:** The person or entity having legal title to the real property upon which a construction project is planned, has commenced or is completed.

**Pedestrian:** A person traveling on foot (walking or running), or in an equivalent manner such as by means of a wheelchair or mobility scooter.

**Pedestrian Circulation System:** Improvements, whether public or private, including, but not limited to, sidewalks, parking lots, streets, paths, and trails, which provide connectivity and walkability between residential areas, businesses, schools, parks, and other pedestrian generators.

**Sidewalk:** A hard-surfaced path (typically concrete) adjacent to a street or road, designed for pedestrian use, and which is constructed in accordance with standards approved and adopted by the City's Engineering Services Department, or its successor department. For the purpose of this Section, the term "sidewalk" shall incorporate and include the term "sidewalk infrastructure".

**Sidewalk Infrastructure:** Improvements designed and constructed for the purpose of pedestrian use and travel which includes, but is not limited to, sidewalks, curb cuts and ramps, and retaining walls necessary for sidewalk construction.

**Zoning Clearance Certificate:** Formal written permission by the City to perform construction or installation of an accessory building 200 square feet or less, wireless communication tower 50 feet in height or less, portable on-demand storage unit, fence (seven (7) feet or under), wall (four (4) feet or under), swimming pool less than 24 inches in depth, uncovered patio, RV/boat/trailer storage, or gravel parking area.

**B. Required Sidewalks.** Sidewalks are required to be installed on both sides of arterial streets, collector streets and also on both sides of residential (local) streets, except as set forth herein. The Director, or the Director's designee, may also require the installation of sidewalks in other locations when determined that such sidewalks will contribute to a logical and well-connected pedestrian circulation system **prioritize and actively seek**

opportunities to integrate these disconnected pathways into the main sidewalk network, ensuring a logical, well-connected pedestrian circulation system.

**1. When Sidewalks are Required.** The sidewalk requirements of this subsection 17-63 B shall apply to all:

- a. Subdivision of land by platting, including lot splits, lot combinations, and lot line adjustments in Critical Sidewalk Areas, as defined and set forth in the Bartlesville Subdivision Regulations and in the applications, forms and procedures adopted by the Community Development Department;
- b. Development for which a building permit, certificate of occupancy or certificate of compliance is required in Critical Sidewalk Areas;
- c. For any new streets or refurbishment projects, thereby ensuring that sidewalks remain an integral part of any transportation project.

**2. When Sidewalks are not Required:**

- a. Sidewalks are not required in Legacy Subdivisions as long as there are not any existing sidewalks within the Legacy Subdivision.

**2. Sidewalk Design and Construction Standards.** The standards for sidewalk design and construction shall be the standards approved and adopted by the City's Engineering Department.

**3. Sidewalk Fee-in-Lieu Option.**

- a. The primary goal of this option is to directly address the issue of 'orphaned sidewalks'—those stretches of pavement that exist in isolation, disconnected from the broader network. By collecting fees in lieu of immediate sidewalk construction, the city can pool resources and prioritize the development and maintenance of sidewalks in areas that experience significant pedestrian traffic. This approach not only fosters a more systematic and interconnected walking environment but also maximizes the safety and accessibility of key pedestrian routes throughout Bartlesville. An applicant may elect to pay a fee in lieu of constructing the sidewalk as required above, provided that the sidewalk location is **not** listed in the Critical Sidewalk Areas in subsection C below.
- b. Payment in-kind option. At the discretion of the Director, and with the approval of the Director of Engineering, an applicant may enter into an agreement with the City and pay the fee in lieu through a payment in-kind, in the form of dedication of right-of-way to the public. If the subject property at a later time is either:
  - 1) subdivided, platted, replatted, or
  - 2) the subject of a lot split, lot combination, or lot line adjustment application,  
or

~~3) the subject of a rezoning application to a zoning district of higher intensity use, or~~

~~4) the subject of a building permit application for a building or structure of higher intensity use than its proposed use at the time of the prior payment in-kind,~~

~~then the sidewalk construction requirement of this subsection again shall apply, and the past payment in-kind shall not satisfy the requirement.~~

**C. Critical Sidewalk Areas.** The following listed areas and locations within the City of Bartlesville are designated as "Critical Sidewalk Areas". Sidewalks are required to be constructed within Critical Sidewalk Areas. The Fee-in-Lieu option is not available and deferral of sidewalk construction and payment of a sidewalk fee-in-lieu will not be approved for a construction project within a Critical Sidewalk Area, unless otherwise permitted by this Section.

**CRITICAL SIDEWALK AREAS:**

1. Properties abutting or connecting to an existing sidewalk within 100 feet of the Construction Project.
2. Properties abutting arterial or collector streets and are within 100 feet of an existing sidewalk.
3. New subdivisions (Non Legacy Subdivisions) or replats of existing subdivisions.

**D. Fee-in-Lieu Option for Property Not Within a Critical Sidewalk Area.** An applicant desiring to defer sidewalk construction and pay a fee-in-lieu of construction for a project which is not within a Critical Sidewalk Area as listed in subsection 17-63 C above shall submit an "Application for Deferral of the Requirement to Construct Sidewalks and Payment of a Fee-in-Lieu" ("Application") to the Community Development Department, together with such other information and supporting documentation as may be required or necessary to process the application and determine the eligibility of the applicant. The Director, or the Director's designee, shall review the completed application and shall approve deferral of sidewalk construction and require payment of a fee-in-lieu if the project which is the subject of the application is not wholly or partially within a Critical Sidewalk Area. An application not meeting the eligibility requirements for deferral of sidewalk construction and payment of a fee-in-lieu of shall be denied and the required sidewalk(s) shall be constructed prior to the issuance of a certificate of occupancy, certificate of compliance, or zoning clearance certificate.

**E. Other Locations Eligible for the Fee-in-Lieu Option.** Required sidewalk construction may be deferred by the Director, in the Director's discretion, in locations otherwise requiring a sidewalk or sidewalk infrastructure, including locations within a Critical Sidewalk Area, based on one or more of the following factors demonstrated by the applicant:

1. Anticipated construction, known to the Director to be planned for the subject site, which will substantially damage or cause the replacement of sidewalks, if presently constructed;

2. Other factors not specified in this section deemed by the Director to make present sidewalk construction at the location in question impractical. The cost of construction of required sidewalk infrastructure, without other relevant factors being present, shall not make construction of a required sidewalk impractical.

In addition to one or more of the above-listed factors demonstrated by the applicant, the Director shall make a finding that deferral of sidewalk construction will not adversely impact pedestrian safety, mobility or connectivity. An applicant desiring to pay a fee-in-lieu for a location which may be eligible pursuant to the criteria established by this subsection shall submit an application to the Community Development Department, together with such other information and supporting documentation as may be required or necessary to process the application and determine the eligibility of the subject property. The Director, or the Director's designee, shall review the completed application and may approve deferral of sidewalk construction and payment of a fee-in-lieu if the project is eligible for the Fee-in-Lieu Option pursuant to the criteria set forth in this subsection. An application not meeting the eligibility requirements for sidewalk construction deferral and payment of a fee-in-lieu, in the discretion of the Director, shall be denied and the required sidewalk(s) shall be constructed prior to the issuance of a certificate of occupancy, certificate of compliance, or zoning clearance certificate.

- F. Appeal to the Street and Traffic Committee.** An applicant who has a deferment and fee-in-lieu application denied by the Director, may appeal such decision to the Street and Traffic Committee within ten (10) business days after the date of denial of the appeal by filing two copies of a written Notice of Appeal, specifying the name and address of the Appellant and the grounds for appeal with the City Clerk at 401 S. Johnstone Avenue, Bartlesville, Oklahoma 74003, and by filing two copies of a written Notice of Appeal with the City Clerk. The written Notice of Appeal form shall be the form provided by the City Clerk or the Council Secretary. A hearing on the appeal shall be heard by the Street and Traffic Committee not later than thirty (30) calendar days from the date of filing the Notice of Appeal unless a later date is agreed to by the Appellant. Notice of the date, time and place of the appeal hearing shall be mailed by the City Clerk or City Council Secretary by first-class mail to the Appellant at the address shown in the Notice of Appeal.
- G. Street and Traffic Committee Action.** The Street and Traffic Committee shall hold a hearing and may reverse or affirm the decision of the Director. The concurring vote of a majority of all of the members of the Street and Traffic Committee shall be necessary to reverse the decision of the Director.
- H. Determination of Sidewalk Fees.** The Director of Engineering, or his or her designee, shall review and calculate, at least annually, the average unit cost to the City with respect to sidewalk infrastructure constructed for the City and shall determine if the average unit costs of sidewalk infrastructure construction for fee-in-lieu purposes should be adjusted. The unit costs so calculated shall be the basis for the fee-in lieu amounts required. The average unit cost of sidewalk construction and ADA-compliant ramp construction as determined and adjusted by the Director of Engineering shall be the required fee-in-lieu amount for sidewalks on or along streets designated as arterial streets, collector streets, local streets, in the Bartlesville Street Functional Classification and/or Trafficway Plan

and the Bartlesville Subdivision Regulations and (applicable to "Arterial Sidewalk Construction" below in numerical 2 of this subsection), and for ADA-compliant ramps. The existing average unit costs of sidewalk infrastructure adopted for fee-in-lieu purposes, until otherwise adjusted by the Director of Engineering, are as follows:

1. Sidewalk Construction: Eight Dollars and Fifty Cents (\$8.50) per square foot.
2. ADA-Compliant Ramp Construction: Nine Hundred Fifty Dollars (\$950) each.

**I. Creation of Separate Fund; Use of Sidewalk Fees Collected.** A separate fund or funds for fees-in-lieu collected shall be established and the funds so collected shall be accounted for based upon the fees-in-lieu collected. ~~Fees-in-lieu may not be used to fund repairs, maintenance, restorations, refurbishments, alterations, improvements, or fixes to existing sidewalk infrastructure that do not result in an increase or expansion in the functional service capacity of the sidewalk system which is available to serve new or expanded existing growth and development in the city.~~ Fees-in-lieu may be used for any costs related to public sidewalk infrastructure expansion within the city.

**J. Annual Report.** The Community Development Department and Engineering Department shall provide an annual report to the City Council detailing the collection, investment and expenditure of fee-in-lieu funds.

**K. Termination of Sidewalk Fees.** The City may terminate the deferral of required sidewalk construction and the collection of fees-in-lieu when the system of public sidewalk infrastructure has been fully funded or developed and any expanded or modified development will have no additional impact on the public sidewalk infrastructure system.

Section 2. Savings Clause, Conflict and Severability.

- a. Any ordinance inconsistent with the terms and provisions of this Ordinance is hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this Ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this Ordinance.
- b. In the event of a conflict between this Ordinance and any other provision of the Bartlesville Municipal Code or other local, county, or State law or regulation, the most stringent shall apply.
- c. Severability. If any section, subsection, sentence, clause, phrase, provision or portion of this Ordinance is for any reason held invalid or unconstitutional, such portion shall not affect the validity of the remaining portions of this Ordinance.

Section 3. Effective Date. This Ordinance shall become effective from and after its passage and publication.



**PASSED** by the City Council and **APPROVED** by the Mayor of the City of Bartlesville, Oklahoma this \_\_\_\_ day of \_\_\_\_\_, 2023.

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Dale Copeland, Mayor

**ATTEST:**

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City Clerk

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

Discuss and take possible action to adopt an Ordinance amending Chapter 12, Article XI of the Bartlesville Municipal Code pertaining to Equal Access to Housing, Sections 12-179 and 12-185.

Attachments: (1) Letter from Oklahoma Department of Commerce to City of Bartlesville and Response Letters  
(2) Redline Formatted Draft Showing Proposed Changes to Municipal Code  
(3) Proposed Ordinance

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

The City of Bartlesville was awarded a Community Development Block Grant (CDBG) from the U.S. Department of Housing and Urban Development (HUD) and the Oklahoma Department of Commerce (ODOC) for street and sidewalk improvements for 5<sup>th</sup> Street, under a contract with ODOC, Contract No. 18261 CDBG-SC 21. The project is near completion. As part of its routine regulatory compliance review in preparation for close out of the project, ODOC informed City staff by letter that the City's fair housing ordinance did not reflect or provide a fair housing complaint process for citizens with follow-up, resolution, enforcement, or penalties by the city in regard to civil right violations relating to fair housing. ODOC stated that it is required that the city provide such in order to comply with federal and state requirements and policy.

Although the existing ordinance does provide a complaint and resolution process that involves a fair housing council composed of members of the Board of Adjustment (see Municipal Code Section 12-185), the existing ordinance does not provide for a City enforcement mechanism or penalties in the event voluntary compliance is not achieved. Tulsa and Broken Arrow provide examples of other cities' enforcement of fair housing violations through:

- assisting complainants with filing a complaint with the HUD Secretary;
- empowering the city attorney to file criminal cases that are supported by the facts made known through the complaint and hearing process before the fair housing council; and
- imposing a fine for violations.

The proposed Bartlesville ordinance amendment is based on these peer communities' codes. The City has recognized in past Ordinances 2865 and 3571 that fair access to housing is a basic right of its citizens. Staff recommends compliance with ODOC's finding and letter request to update the City's ordinance, to maintain eligibility for future Community Development Block Grant opportunities.

## **IV. RECOMMENDED ACTION**

Staff recommends approval of the proposed ordinance to amend Chapter 12, Article XI of the Bartlesville Municipal Code pertaining to Equal Access to Housing, Sections 12-179 and 12-185.



900 N. Stiles Avenue  
Oklahoma City of Tahlequah, OK 73104, USA  
405-815-6552 | Toll Free 800-879-6552  
**OKCOMMERCE.GOV**

August 21, 2023

Mike Bailey, City Manager  
City of Bartlesville  
401 S. Johnstone Ave.  
Bartlesville, Oklahoma 74003

RE: 18261 CDBG-SC 21-Street and Sidewalk Improvements; On-site visit and desk monitoring review

Dear Mr. Bailey:

On, May 25, 2023, the Oklahoma Department of Commerce (ODOC) notified the city staff by email of a scheduled on-site visit and desk monitoring review of the above referenced contract. The on-site visit was held on June 20<sup>th</sup>, which included technical assistance with city staff with review of the project and files provided as well as a visit to the project site of work performed. A desk monitoring checklist was provided to the city for completion with a due date of July 10, 2023. ODOC was in receipt of the checklist and supporting documentation by the due date.

The documentation provided was reviewed for compliance with financial and programmatic requirements of the grant contract "Part II" and the CDBG Project Management Guide, Policies and Procedures. The city provided all the required documents as requested to complete the review and there is one finding to report.

**Finding No. 1** - In review of the city's fair housing ordinance provided, the document did not reflect or provide a fair housing complaint process for citizens with follow-up, resolution, enforcement, or penalties by the city in regard to civil right violations.

**Corrective Action** – It is required that the city provide an update the fair housing ordinance, as well as policies and procedures, to include a complaint process for citizens in regard to fair housing. Please review the CDBG Project Management Guide, Policy 404 for guidance with this matter.

Please provide a response in writing to the above finding and corrective action by **August 31, 2023**.

The cooperation and courtesy provided by Greg Collins and Shelley Charles during this review and the on-site visit is greatly appreciated by Dept. of Commerce staff. Please contact Robin Slawson, Senior Program Monitor, at 405-881-3044 if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Alicia Hibbets", written in a cursive style.

Alicia Hibbets, Director of Programs, Monitoring  
Community Development Division

c: Greg Collins, Special Projects Manager,  
Shelley Charles, City Engineer

Oklahoma Department of Commerce

August 30, 2023

Alicia Hibbets  
Director of Programs, Monitoring  
Oklahoma Department of Commerce Community Development Division  
900 N. Stiles Ave.  
Oklahoma City, Oklahoma 73104

Re: 18261 CDBG-SC 21-Street and Sidewalk Improvements (5<sup>th</sup> Street); On-site visit and desk monitoring review

Dear Ms. Hibbets:

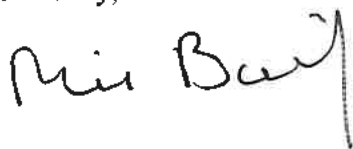
This letter is in response to your letter of August 21, 2023, regarding the on-site visit and desk monitoring review for the above referenced contract. You requested a response to the Oklahoma Department of Commerce's (ODOC) Finding No.1 and Corrective Action, requiring an update to the City of Bartlesville's fair housing ordinance, policies and procedures, to include a complaint process for citizens in regard to fair housing.

The City of Bartlesville does have a complaint and investigation process for resident fair housing claims, in Municipal Code Sections 12-176 to 12-189. We acknowledge that our code does not include city enforcement mechanisms or penalties. We have reviewed peer communities' municipal codes and understand those communities have enforcement options that include referral of complaints to state or federal agencies, referral to city attorney for possible criminal action, and municipal fines.

City staff is in the process of drafting an amendment to our fair housing code provisions responsive to ODOC's finding and corrective action request. We plan to have this code amendment scheduled on the agenda for City Council's consideration at its **October 2, 2023** regular meeting.

We appreciate the courteous and knowledgeable guidance of Robin Slawson from your office during this grant management process. If you or ODOC staff have any questions, please contact Greg Collins, Special Projects Manager at [gscollins@cityofbartlesville.org](mailto:gscollins@cityofbartlesville.org) or (918) 338-4241.

Sincerely,



Mike Bailey  
City Manager



cc: Robin Slawson, ODOC Senior Program Monitor  
Greg Collins, City of Bartlesville, Special Projects Manager  
Shelley Charles, City of Bartlesville, Civil Project Engineer

August 30, 2023

Alicia Hibbets  
Director of Programs, Monitoring  
Oklahoma Department of Commerce Community Development Division  
900 N. Stiles Ave.  
Oklahoma City, Oklahoma 73104

Re: 18261 CDBG-SC 21-Street and Sidewalk Improvements (5<sup>th</sup> Street); On-site visit and desk monitoring review

Dear Ms. Hibbets:

This letter is in response to your letter of August 21, 2023, regarding the on-site visit and desk monitoring review for the above referenced contract. You requested a response to the Oklahoma Department of Commerce's (ODOC) Finding No.1 and Corrective Action, requiring an update to the City of Bartlesville's fair housing ordinance, policies and procedures, to include a complaint process for citizens in regard to fair housing.

The City will implement the suggested changes to the fair housing ordinance, to be available for submittal with closeout documents. We appreciate the courteous and knowledgeable guidance of Robin Slawson from your office during this grant management process. If you or ODOC staff have any questions, please contact Greg Collins, Special Projects Manager at [gscollins@cityofbartlesville.org](mailto:gscollins@cityofbartlesville.org) or (918) 338-4241.

Sincerely,



Larry Curtis  
Community Development Director

cc: Mike Bailey, City Manager, City of Bartlesville  
Robin Slawson, ODOC Senior Program Monitor  
Greg Collins, City of Bartlesville, Special Projects Manager  
Shelley Charles, City of Bartlesville, Civil Project Engineer

## **ARTICLE XI. EQUAL ACCESS TO HOUSING<sup>1</sup>**

### **Sec. 12-176. Policy.**

It is the policy of the City of Bartlesville to provide, within constitutional limitations, for fair housing throughout the city.

(Ord. No. 2865, § 1, 61995)

### **Sec. 12-177. Definitions.**

*Dwelling* means any building, structure or portion thereof which is occupied as or designed or intended for occupancy as a residence by one or more families and any vacant land which is offered for sale or lease for the construction or location thereon of any such building, structure or portion thereof.

*Family* includes a single individual.

*Person* includes one (1) or more individuals, corporations, partnerships, associations, labor organizations, legal representatives, mutual companies, joint stock companies, trusts, unincorporated organizations, trustees in bankruptcy, receivers and fiduciaries.

*To rent* includes to lease, to sublease, to let and otherwise to grant for a consideration the right to occupy premises owned by the occupant.

*Discriminatory housing practice* means an act that is unlawful under sections 12178, 12179, 12180 and/or 12181.

(Ord. No. 2865, § 2, 61995)

### **Sec. 12-178. Unlawful practice.**

Subject to the provisions of subsection (2) and section 12182, the prohibitions against discrimination in the sale or rental of housing set forth in section 12179 shall apply to:

- (1) All dwellings except as exempted by subsection (2).
- (2) Nothing in section 12179 shall apply to:
  - a. Any single-family house sold or rented by an owner, provided that such private individual owner does not own more than three (3) such single-family houses at any one (1) time; provided further that, in the case of the sale of any such single-family house by a private individual owner not residing in such house at the time of such sale or who was not the most recent resident of such house prior to such sale, the exemption granted by this subsection shall apply only with respect to one (1) such sale within any twenty-four (24) month period; provided further that such bona fide private individual owner does not own any interest in, nor is there owned or reserved on his behalf, under any express or voluntary agreement, title to or any right to all or a portion of the

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<sup>1</sup>Cross reference(s)—Housing code, § 4221 et seq.

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proceeds from the sale or rental of more than three (3) such single-family houses at any one (1) time; provided further that the sale or rental of any such single-family house shall be excepted from the application of this article only if such house is sold or rented:

1. Without the use in any manner of the sales or rental facilities or the sales or rental services of any real estate broker, agent or salesman or of such facilities or services of any person in the business of selling or renting dwellings or of any employee or agent of any such facilities or services of any person in the business of selling or renting dwellings or of any employee or agent of any such broker, agent, salesman or person; and
  - b. Without the publication, posting or mailing, after notice, of any advertisement or written notice in violation of section 12179(3), of this article.  
  
However, nothing in this provision shall prohibit the use of attorneys, escrow agents, abstractors, title companies and other such professional assistance as is necessary to perfect or transfer the title; or
  - c. Rooms or units in dwellings containing living quarters occupied or intended to be occupied by no more than four (4) families living independently of each other, if the owner actually maintains and occupies one of such living quarters as his residence.
- (3) For the purposes of subsection (2), a person shall be deemed to be in the business of selling or renting dwellings if:
- a. He has, within the preceding twelve (12) months, participated as principal in three (3) or more transactions involving the sale or rental of any dwelling or any interest therein;
  - b. He has, within the preceding twelve (12) months, participated as an agent, other than in the sale of his own personal residence, in providing sales or rental facilities or sales or rental services in two (2) or more transactions involving the sale or rental of any dwelling or any interest therein; or
  - c. He is the owner of any dwelling designed or intended for occupancy by, or occupied by, five (5) or more families.

(Ord. No. 2865, § 3, 61995)

### **Sec. 12-179. Discrimination in the sale or rental of housing.**

As made applicable by section 12178 and except as exempted by sections 12178(2) and 12182, it shall be unlawful **and punishable by a fine of up to \$500 for any person, or any agent or employee of such person:**

- (1) To refuse to sell or rent after the making of a bona fide offer or to refuse to negotiate for the sale or rental of or otherwise make unavailable or deny a dwelling to any person because of race, sex, color, religion, national origin, disability, familial status, sexual orientation, or gender identity.
- (2) To discriminate against any person in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection therewith because of race, sex, color, religion, national origin, disability, familial status, sexual orientation, or gender identity.
- (3) To make, print or publish or cause to be made, printed or published any notice, statement or advertisement with respect to the sale or rental of a dwelling that indicates any preference, limitation or discrimination based on race, sex, color, religion, national origin, disability, familial status, sexual orientation, or gender identity or an intention to make any such preference, limitation or discrimination.

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- (4) To represent to any person because of race, sex, color, religion, national origin, disability, familial status, sexual orientation, or gender identity that any dwelling is not available for inspection, sale or rental when such dwelling is, in fact, so available.
  - (5) To induce or attempt to induce any person to sell or rent any dwelling, for profit, by representations regarding the entry or prospective entry into the neighborhood of a person or persons of a particular race, sex, color, religion, national origin, disability, familial status, sexual orientation, or gender identity.

(Ord. No. 2865, § 4, 6191995) (Ord. No. 3571, 4/4/2023) (Ord. No. \_\_\_\_\_, 10/2/2023)

### **Sec. 12-180. Discrimination in financing or housing.**

It shall be unlawful for any bank, building and loan association, insurance company or other corporation, association, firm or enterprise whose business consists in whole or in part in the making of commercial real estate loans to deny a loan or other financial assistance to a person applying therefor for the purpose of purchasing, constructing, improving, repairing or maintaining a dwelling or to discriminate against him in the fixing of the amount, interest rate, duration or other terms or conditions of such loan or other financial assistance because of the race, sex, color, religion, national origin, disability, familial status, sexual orientation, or gender identity of such person or of any person associated with him in connection with such loan or other financial assistance or the purposes of such loan or other financial assistance or of the present or prospective owners, lessees, tenants or occupants of the dwelling or dwellings in relation to which such loan or other financial assistance is to be made or given, provided that nothing contained in this section shall impair the scope or effectiveness of the exception contained in section 12178(2).

(Ord. No. 2865, § 5, 61995) (Ord. No. 3571, 4/4/2023)

### **Sec. 12-181. Discrimination in the provision of brokerage services.**

It shall be unlawful to deny any person access to or membership or participation in any multiple listing service, rental or facility relating to the business of selling or renting dwellings or to discriminate against him in the terms or conditions of such access, membership or participation on account of race, sex, color, religion, national origin, disability, familial status, sexual orientation, or gender identity.

(Ord. No. 2865, § 6, 61995) (Ord. No. 3571, 4/4/2023)

### **Sec. 12-182. Exemption.**

Nothing in this article, shall prohibit a religious organization, association or society or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society from limiting the sale, rental or occupancy of dwellings which it owns or operates for other than a commercial purpose to persons of the same religion or from giving preference to such persons, unless membership in such religion is restricted on account of race, sex, color, national origin, disability, familial status, sexual orientation, or gender identity. Nor shall anything in this article prohibit a private club not, in fact, open to the public which, as an incident to its primary purpose or purposes, provides lodgings which it owns or operates for other than a commercial purpose, from limiting the rental or occupancy of such lodgings to its members or from giving preference to its members.

(Ord. No. 2865, § 7, 61995) (Ord. No. 3571, 4/4/2023)



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### **Sec. 12-183. Administration.**

- (a) *Fair housing council created.* There is hereby created a fair housing council of the City of Bartlesville, (hereinafter referred to as "council"). Said council shall be composed of the members of the Bartlesville board of adjustment. All appointments to the council shall be the same as and run concurrently with the term of office of the said board of adjustment of the City of Bartlesville, Oklahoma.
- (b) *Fair housing council powers.* The powers of the fair housing council shall be as follows:
  - (1) Prescribed rules. Have the power to prescribe such rules and regulations as it shall deem necessary or expedient for the conduct and carrying out of its functions, and it shall have the power to revoke, suspend, or amend any rule or regulation as administered by said council, regardless of the manner in which prescribed.
  - (2) Settlement. Seek settlement and disposition of any complaint filed with said council by means of conferences and conciliation.
  - (3) Investigation.
    - a. Have the power, either by itself or by any officer or person designated for the purposes by it, to investigate and to examine or inquire into the affairs or operation of any person, firm, corporation or association within its jurisdiction; and further when so authorized by the city council for the City of Bartlesville, Oklahoma said council shall have the power to employ consultants and professional counsel to aid in such investigations, examinations, or inquiries.
    - b. For the purposes of gathering evidence on any subject, the council shall have the power to subpoena and examine witnesses, books, papers, and other effects.
  - (4) Complaints. The council shall have the authority to initiate in its name, or to receive and initiate upon the filing of formal charges, complaints against any person, firm, corporation, or association violating any of the provisions of this article.
- (c) *City offices and agencies.* All executive departments and agencies of the City of Bartlesville shall administer their programs and activities relating to housing and urban development in a manner to affirmatively further the purposes of this article and shall cooperate with the any programs, activities or investigations of the city which further such purposes.

(Ord. No. 2865, § 8, 61995)

### **Sec. 12-184. Education and conciliation.**

Immediately after the enactment of this article, educational and conciliatory activities shall be initiated by the city on a periodic basis which will further the purposes of this article. This may include, but is not limited to, the calling of conferences with persons in the housing industry and other interested parties to acquaint them with the provisions of this article and suggested means of implementing it. Further, the city shall endeavor, with the advice of such persons, to pursue programs of voluntary compliance and of enforcement.

(Ord. No. 2865, § 9, 61995)

### **Sec. 12-185. Enforcement.**

- (a) *Complaint procedure.* Any person who claims to have been injured by a discriminatory housing practice or who believes that he will be irrevocably injured by a discriminatory housing practice that is about to occur (hereafter "person aggrieved") may file a complaint with the fair housing council (hereinafter referred to as

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"council"). Complaints shall be in writing and shall contain such information and be in such form as the council requires. Upon receipt of such a complaint, the secretary to the council shall furnish a copy of the same to the person or persons who allegedly committed or are about to commit the alleged discriminatory housing practice. Within thirty (30) days after receiving a complaint or within thirty (30) days after the expiration of any period of reference under subsection (c), the council shall investigate the complaint and give notice in writing to the person aggrieved whether he intends to resolve it. If the council decides to resolve the complaint, he shall proceed to try to eliminate or correct the alleged discriminatory housing practice by informal methods of conference, conciliation and persuasion. Nothing said or done in the course of such informal endeavors may be made public or used as evidence in a subsequent proceeding under this article without the written consent of the persons concerned. Any member or employee of the council or city who shall make public any information obtained in connection herewith in violation of the open meeting laws, open record laws, or other laws of the State of Oklahoma shall, upon conviction, be fined not more than the maximum allowed by law, plus costs.

(b) A complaint under subsection (a) shall be filed within one hundred eighty (180) days after the alleged discriminatory housing practice occurred. Complaints shall be in writing and shall state the facts upon which the allegations of a discriminatory housing practice are based. Complaints may be reasonably and fairly amended at any time. A respondent may file an answer to the complaint against him and, with the leave of the council which shall be granted whenever it would be reasonable and fair to do so, may amend his answer at any time. Both complaints and answers shall be verified.

**(c) If, within 30 days after a complaint is filed, the council has been unable to obtain voluntary compliance with this article, the complainant may, within 30 days thereafter, file a complaint with the Secretary of the Department of Housing and Urban Development. The council will assist in this filing by providing certified copies of all applicable municipal records.**

**(d)(e)** If the council has been unable to obtain voluntary compliance within thirty (30) days of the complaint, the person aggrieved may, within thirty (30) days thereafter, commence a civil action in any appropriate court against the respondent named in the complaint to enforce the rights granted or protected by this article insofar as such rights relate to the subject of the complaint. If the court finds that a discriminatory housing practice has occurred or is about to occur, the court may enjoin the respondent from engaging in such practice or order such affirmative action as may be appropriate.

**(e)(e)** In any proceedings brought pursuant to this section, the burden of proof shall be on the complainant.

**(f) The city attorney may also file such criminal cases as are supported by the facts made known through the complaint and hearing process.**

**(g)(e)** Whenever an action filed by an individual shall come to trial, the council shall immediately terminate all efforts to obtain voluntary compliance.

(Ord. No. 2865, § 10, 61995) **(Ord. No. \_\_\_\_\_, 10/2/2023)**

## **Sec. 12-186. Investigations, subpoenas, giving of evidence.**

(a) In conducting an investigation, the council shall have access at all reasonable times to premises, records, documents, individuals and other evidence or possible sources of evidence and may examine, record and copy such materials and take and record the testimony or statement of such persons as are reasonably necessary for the furtherance of the investigation; provided, however, that the council first complies with the provisions of the Fourth Amendment relating to unreasonable searches and seizures. The council may issue subpoenas to compel its access to or the production of such materials or the appearance of such persons and may issue interrogatories to a respondent to the same extent and subject to the same limitations as would apply if the subpoenas or interrogatories were issued or served in aid of a civil action in

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the United States District Court for the district in which the investigation is taking place. The council may administer oaths.

- (b) Upon written application to the council, a respondent shall be entitled to the issuance of a reasonable number of subpoenas by and in the name of the council to the same extent and subject to the same limitations as subpoenas issued by the council itself. Subpoenas issued at the request of a respondent shall show on their face the name and address of such respondent and shall state that they were issued at his request.
- (c) Witnesses summoned by subpoena of the council shall be entitled to the same witness and mileage fees as are witnesses in proceedings in United States District Courts. Fees payable to a witness summoned by a subpoena issued at the request of a respondent shall be paid by him.
- (d) Within five (5) days after service of a subpoena upon any person, such person may petition the council to revoke or modify the subpoena. The council shall grant the petition if he finds that the subpoena requires appearance or attendance at an unreasonable time or place, that it requires production of evidence which does not relate to any matter under investigation, that it does not describe with sufficient particularity the evidence to be produced, that compliance would be unduly onerous or for other good reason.
- (e) In case of contumacy or refusal to obey a subpoena, the council or other person at whose request it was issued may petition for its enforcement in the Municipal or State Court for the district in which the person to whom the subpoena was addressed resides, was served or transacts business.
- (f) Any person who willfully fails or neglects to attend and testify or to answer any lawful inquiry or to produce records, documents or other evidence, if in his power to do so, in obedience to the subpoena or lawful order of the council shall be fined not more than the maximum allowed by law, plus costs. Any person who, with intent to mislead the council, shall make or cause to be made any false entry or statement of fact in any report, account, record or other document submitted to the council pursuant to his subpoena or other order or shall willfully neglect or fail to make or cause to be made full, true and correct entries in such reports, accounts, records or other documents or shall willfully mutilate, alter or by any other means falsify any document or other correspondence shall be fined not more than the maximum allowed by law, plus costs.
- (g) The city attorney shall conduct all litigation in which the council participates as a party or as amicus pursuant to this article.

(Ord. No. 2865, § 11, 61995)

### **Sec. 12-187. Enforcement by private persons.**

- (a) The rights granted by sections 12178, 12179, 12180 and 12181 may be enforced by civil actions in State or local courts of general jurisdiction. A civil action shall be commenced within one hundred eighty (180) days after the alleged discriminatory housing practice occurred; provided, however, that the court shall continue such civil case brought pursuant to this section or section 12185(d), from time to time before bringing it to trial if the court believes that the conciliation efforts of the council are likely to result in satisfactory settlement of the discriminatory housing practice complained of in the complaint made to the council and which practice forms the basis for the action in court; and provided, however, that any sale, encumbrance or rental consummated prior to the issuance of any court order issued under the authority of this article and involving a bona fide purchaser, encumbrancer or tenant, without actual notice of the existence of the filing of a complaint or civil action under the provisions of this article, shall not be affected.
- (b) The court may grant such relief as it deems appropriate, including permanent or temporary injunctions, restraining orders, or any other orders it deems appropriate, and may award to the prevailing party, court costs and reasonable attorney fees.

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(Ord. No. 2865, § 12, 61995)

**Sec. 12-188. Interference, coercion or intimidation.**

It shall be unlawful to coerce, intimidate, threaten or interfere with any person in the exercise or enjoyment of or on account of his having exercised or enjoyed or on account of his having aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by sections 12178, 12179, 12180 or 12181. This section may be enforced by appropriate civil action.

(Ord. No. 2865, § 13, 61995)

**Sec. 12-189. Severability of provisions.**

If any provision of this article or the application thereof to any person or circumstance is held invalid, the remainder of the article and the application of the provision to other persons not similarly situated or to other circumstances shall not be affected thereby.

(Ord. No. 2865, § 14, 61995)

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 12, ARTICLE XI, SECTIONS 12-179 AND 12-185 OF THE BARTLESVILLE MUNICIPAL CODE AS IT PERTAINS TO EQUAL ACCESS TO HOUSING**

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**WHEREAS**, the City of Bartlesville recognizes that fair access to housing is a basic right of its citizens; and

**WHEREAS**, the U.S. Department of Housing and Urban Development and the Oklahoma Department of Commerce (“ODOC”) administer Community Development Block Grants, and the City of Bartlesville received such a grant for street and sidewalk improvements for 5<sup>th</sup> Street under a contract with ODOC, Contract No. 18261 CDBG-SC 21; and

**WHEREAS**, during their management review of the grant prior to closing out this project, ODOC requires that the City update its fair housing ordinance to provide for municipal enforcement of civil rights violations relating to fair housing.

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

Section 1. That Chapter 12 Offenses, Article XI Equal Access to Housing, of the Bartlesville Municipal Code, is hereby amended to read as follows (new language shown by underlined typeface; deleted language shown by ~~striketrough~~ typeface):

Sec. 12-179. Discrimination in the sale or rental of housing.

As made applicable by section 12-178 and except as exempted by sections 12-178(2) and 12-182, it shall be unlawful and punishable by a fine of up to \$500 for any person, or any agent or employee of such person:

(No further changes to this section)

\* \* \*

Sec. 12-185. Enforcement.

\* \* \*

(c) If, within 30 days after a complaint is filed, the council has been unable to obtain voluntary compliance with this article, the complainant may, within 30 days thereafter, file a complaint with the Secretary of the Department of Housing and Urban Development. The council will assist in this filing by providing certified copies of all applicable municipal records.

(d)(e) If the council has been unable to obtain voluntary compliance within thirty (30) days of the complaint, the person aggrieved may, within thirty (30) days thereafter, commence a civil action in any appropriate court against the respondent named in the complaint to

enforce the rights granted or protected by this article insofar as such rights relate to the subject of the complaint. If the court finds that a discriminatory housing practice has occurred or is about to occur, the court may enjoin the respondent from engaging in such practice or order such affirmative action as may be appropriate.

~~(e)(d)~~ In any proceedings brought pursuant to this section, the burden of proof shall be on the complainant.

(f) The city attorney may also file such criminal cases as are supported by the facts made known through the complaint and hearing process.

~~(g)(e)~~ Whenever an action filed by an individual shall come to trial, the council shall immediately terminate all efforts to obtain voluntary compliance.

(No further changes to this section)

Section 2. Effective Date. This Ordinance shall become effective from and after its passage and publication.

**APPROVED** by the City Council and **SIGNED** by the Mayor of the City of Bartlesville, Oklahoma this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Dale Copeland, Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

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

Discuss and take action on proposed amendments to Chapter 20, Division 7 of the Bartlesville Municipal Code pertaining to Water Shortage

*Attachments:*

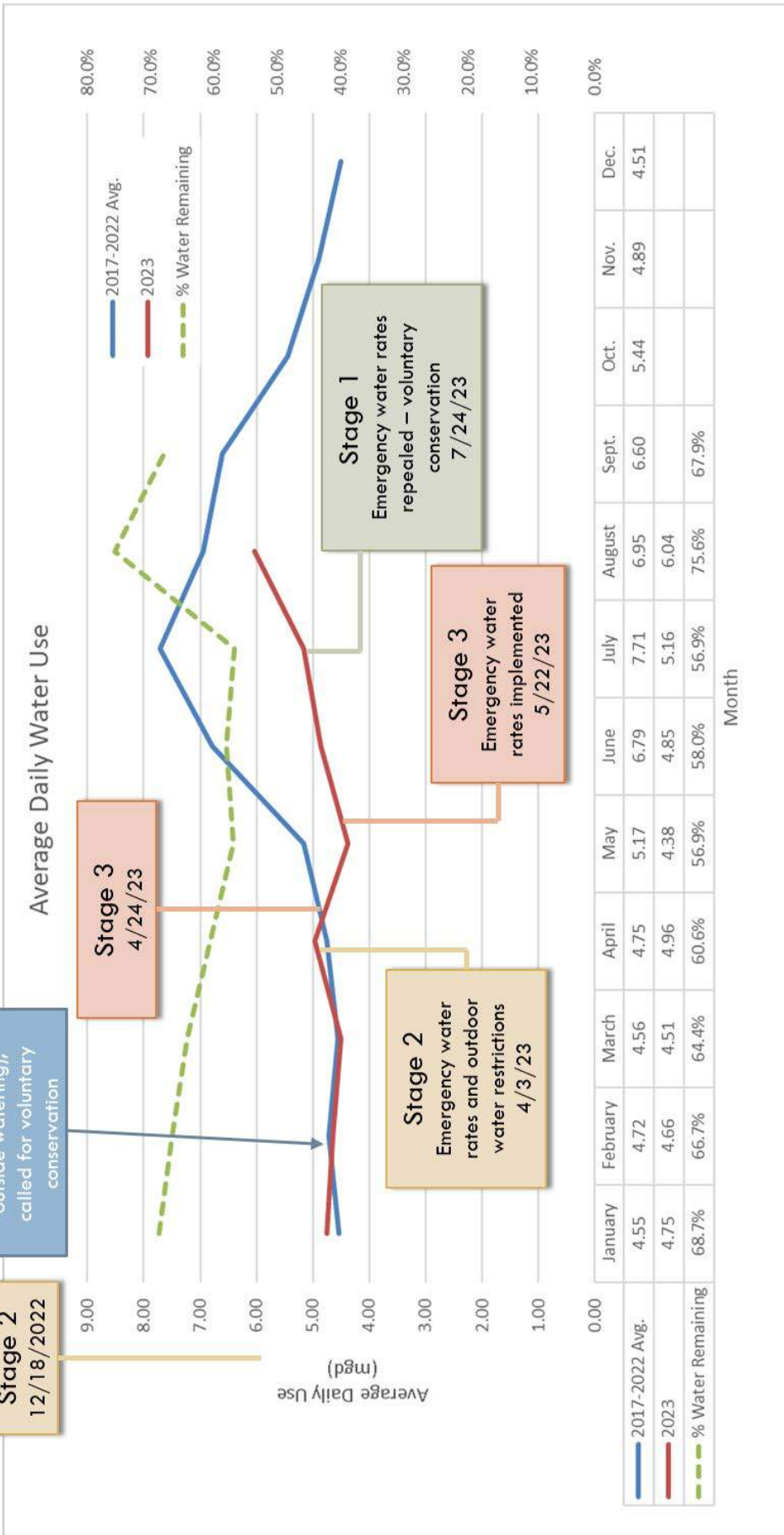
Ordinance #3569 – Current Water Shortage Ordinance

Amended Water Shortage Ordinance – highlighted showing changes

Amended Water Shortage Ordinance – clean

**II. STAFF COMMENTS AND ANALYSIS**

One of the tasks of the Water Resources Committee is to review the City's current drought plan and make recommendations for changes. The original drought plan was drafted and adopted in 2002 after the 2001-2002 drought. City Council approved changes to the water shortage ordinance in April 2023 which consolidated the drought plan into the Water Shortage ordinance and updated the emergency water rates. The drought plan and subsequent updated Water Shortage Ordinance were enacted in December 2022, which was the first time these provisions have been implemented since the original drought plan was developed in 2002. With this implementation, there have been gaps or ineffective items that need to be addressed. For the performance of the plan, the impacts for water reduction were very minimal without the implementation of the emergency water rates. From December 5 through April 3, nearly every tool was used to communicate the status of the water supply and asking for conservation (social media, City Beat, utility bill, newspaper, radio and television). Unfortunately, these measures did not reduce water consumption. However, when the ordinance was modified in early April 2023 and the emergency water rates implemented, consumption went down significantly. Emergency rates remained in effect, moving to Stage 3 in May, until rains in mid-July allowed these emergency rates to be repealed. Voluntary conservation remained in effect. Since this date, water consumption has trended up and returned to average use (approx. 6.6 mgd per day). The following page shows water consumption during the drought, when various stages were enacted and the overall water remaining.





The current overall water remaining is at 64.2%, while the water supply remaining based on water right is 84.0%. Attached are the proposing modifications to the Water Shortage Ordinance as recommended by the Water Resources Committee. A summary of the modifications are shown below.

- Provides the City Manager operational flexibility to implement restrictions (except rate increases) based on an assessment of relevant circumstances (just entered stage, rain is forecasted in the near future, etc.);
- The threshold for each stage was modified to include the overall water remaining, which is the current measure for water supply, and water supply remaining based on water right. This accounts for the current water level disparity between Hulah and Copan Lake.
- Stage 1 (water supply between 80% - 70%), moved outdoor watering restrictions from Stage 2, to Stage 1 (2 days per week). Also provided exceptions for hand watering and use of rain water or grey water.
- Stage 2 (water supply between 70% - 60%), added provision to prohibit car/boat/etc. washing outside of a vehicle wash facility.
- Stage 2, added a provision to prohibit water use for testing of new water or wastewater facilities.
- Stage 2, emergency water rates – increased emergency water rates for water use above 10k gallons and added a new block rate for water usage over 100k gallons. Still requires separate Council action to implement the emergency water rates if restrictions do not lower average consumption below 5.5 million gallons per day.
- Stage 3 (water supply between 60% - 50%), outdoor watering 1 day per week, still allows for hand watering and use of non-potable water.
- Stage 3, do not allow outdoor pools, hot tubs, spas to be filled.
- Stage 3, emergency water rates, increased rates for water use above 10k gallons and added a new block rate for water usage over 100k gallons. Still requires separate Council action to implement the emergency water rates if restrictions do not lower average consumption below 4.75 million gallons per day.
- Stage 4 (water supply less than 50%), complete ban on outdoor watering, except using rain water. Use of grey water outdoors is prohibited.
- Stage 4, closes all private and public pools. No water may be added to an indoor or outdoor pool or hot tub unless necessary to maintain the water purification system or structural integrity of the pool or hot tub.

- Stage 4, emergency water rates, increased water rates for all consumption above 2k gallons and added a new block rate for water usage over 100k gallons. Still requires separate Council action to implement the emergency water rates if restrictions do not lower average consumption below 4.25 million gallons per day.
- Exceptions, provided a list of exceptions to the water restrictions – water flushing, fire fighting, use of water for construction and washing/sanitizing trash trucks and food equipment needed for public health.

### **III. RECOMMENDED ACTION**

The Water Resources Committee unanimously recommended approval of the modified ordinance at their September 28 meeting. Staff will present the draft ordinance for Council discussion and possible action.

**AN ORDINANCE AMENDING CHAPTER 20, DIVISION 7 OF THE BARTLESVILLE MUNICIPAL CODE PERTAINING TO WATER SHORTAGES.**

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

SECTION 1: That Chapter 20, Division 7 of the Bartlesville Municipal Code is hereby amended as follows:

**Section 20-106 Authority**

Whenever a potential water shortage exists, the City Council is authorized to restrict or prohibit the use of water from the City's water system.

- (a) The Water Utilities Director is the official responsible to monitor the City's water supply, optimize water usage from the City's raw water sources and report to the City Manager, who shall inform City Council, whenever the water supply falls below 80%.
- (b) Any restriction shall be enforceable by both the Code Enforcement and the Police Department.

**Section 20-107 Water Shortage Condition**

A potential water shortage condition exists whenever the water supply falls below 80% or so declared by the City Council.

- (a) Stage One: If the water supply is between 79% and 70%. The public will be informed of the current water supply status and voluntary usage reduction shall be requested. Every available forum will be used to educate the general public regarding the status of the water supply and measures they can take to reduce usage.
- (b) Stage Two: If the water supply is between 69% and 60%, the following water restrictions shall be implemented:
  - (1) City owned facilities such as golf courses, parks and capital projects will reduce or discontinue all irrigation except as necessary to preserve greens or

newly planted trees. For athletic fields or newly laid sod or seed, the watering shall be restricted to follow the outdoor water restrictions for even numbered properties implemented by each stage. For City owned swimming pools, a reduced schedule of operation or closure may be implemented to conserve water. City owned splash pads will be closed.

- (2) All leaks in the raw water and treated water system will be repaired immediately, without waiting for the most cost effective or convenient time.
- (3) Non-essential operational uses of water by City Crews will be suspended. Examples include but are not limited to: flushing of water mains and fire hydrants, street sweeping, routine water jet cleaning of sanitary sewer mains, and non-essential training of fire fighters using potable water.
- (4) Outdoor water use shall be restricted to two days per week. Even numbered properties may use water outdoors only on Mondays and Thursdays and odd numbered properties may use water outdoors only on Tuesdays and Fridays.
- (5) Any person violating any of the Stage Two restrictions shall be subject to the following fine schedule:

First Offense - written warning
Second Offense - \$50
Third Offense - \$100
Fourth Offense - \$200
Fifth or more Offense - \$500

- (6) The Water Utilities Director shall notify all wholesale customers and require each to adopt similar conservation measures for their systems in accordance with their individual contracts with the City of Bartlesville.

- (7) If designated by the City Council in a resolution, the rate adjustment for water usage in Stage Two shall be modified as follows:

**Stage Two Emergency Water Rate Adjustment**

For accounts with meters smaller than three (3) inches.	
Usage (gallons)	Adjustment on volumetric rates
0—2,000	100% of current rates
2,001—10,000	100% of current rates
10,001—25,000	105% of current rates
25,001—50,000	110% of current rates
>50,000	115% of current rates
For accounts with meters three (3) inches or larger, or industrial, or wholesale customers who have a separate contract for the purchase of water the adjustment shall be 100% of current volumetric rates.	

- (c) Stage Three: If the water supply is between 59% and 50%, the following water restrictions shall be implemented:
- (1) Continue all of the actions as directed in Stage Two not altered by provisions in Stage Three.
  - (2) Outdoor water use shall be restricted to one day per week. Even numbered properties may use water outdoors only on Thursdays and odd numbered properties may use water outdoors only on Fridays.
  - (3) Any person violating any of the Stage Three restrictions shall be subject to the following fine schedule:

First Offense - \$50
Second Offense - \$100
Third Offense - \$200

Fourth Offense - \$400
Fifth or more Offense - \$500

- (4) Water pressure will be reduced within the distribution system to minimum levels allowed by state and federal regulations.
- (5) If designated by the City Council in a resolution, the rate adjustment for water usage in Stage Three shall be modified as follows:

Stage Three Emergency Water Rate Adjustment

For accounts with meters smaller than three (3) inches.	
Usage (gallons)	Adjustment on volumetric rates
0—2,000	100% of current rates
2,001—10,000	105% of current rates
10,001—25,000	110% of current rates
25,001—50,000	115% of current rates
>50,000	120% of current rates
For accounts with meters three (3) inches or larger, or industrial, or wholesale customers who have a separate contract for the purchase of water the adjustment shall be 105% of current volumetric rates.	

- (d) Stage Four: If the water supply is below 50%, City Council shall declare an emergency and the following water restrictions shall be implemented:
  - (1) Continue all of the actions as directed in Stage Three not altered by provisions in Stage Four.
  - (2) A total ban on outdoor water use.
  - (3) All City pools will be closed.

- (4) Any person violating any of the Stage Four restrictions shall be subject to the following fine schedule:

First Offense - \$100
Second Offense - \$200
Third Offense - \$400
Fourth Offense - \$500
Fifth or more Offense - \$500

- (5) If designated by the City Council in a resolution, the rate adjustment for water usage in Stage Four shall be modified as follows:

Stage Four Emergency Water Rate Adjustment

For accounts with meters smaller than three (3) inches.	
Usage (gallons)	Adjustment on volumetric rates
0—2,000	100% of current rates
2,001—10,000	110% of current rates
10,001—25,000	120% of current rates
25,001—50,000	125% of current rates
>50,000	130% of current rates
For accounts with meters three (3) inches or larger, or industrial, or wholesale customers who have a separate contract for the purchase of water the adjustment shall be 110% of current volumetric rates.	

- (e) Each stage will remain in effect until the water supply reaches a level outside of the range indicated for the stage and there is an expectation that the water supply will remain above said threshold for a reasonable period of time.
- (f) Any person aggrieved by the terms of a resolution shall have the right to present the matter to the City Manager or his designee. The City Manager or his designee may exempt such aggrieved person, wholly or in part, from compliance

with a resolution order upon a showing that compliance creates an immediate threat to the person's health or safety, or creates an undue hardship for a business. The decision of the City manager or his designee may be appealed by written notice to the City Council but the terms of the resolution as to the person aggrieved shall remain in full force and effect during such appeal period.

- (g) Any excess revenue received through the emergency rate volumetric adjustment shall be reserved in a fund designated for capital improvements to the water distribution, treatment or water supply system.

**Section 20-108 Resolution publication or issuance**

- (a) Resolutions authorized by Section 20-107 shall be published in a newspaper of general circulation in the city. The terms of the resolution shall be in full force and effect upon publication. Substantial compliance with this section is sufficient to effect the resolution.
- (b) Whenever a sudden or unexpected event so reduces the availability of water or water pressure as to create an immediate threat to public health or safety, the mayor may issue an appropriate proclamation and notice of the proclamation may be given by reasonable means, including electronic means. The emergency shall be in full force and effect upon such notice; provided that if any such means is other than that required in subsection (a), the proclamation shall be republished in accordance with subsection (a) within twenty-four (24) hours of the first notice.

**Section 20-108 Resolution duration**

Such resolution shall continue and the terms of the resolution shall be in effect until such time as it is repealed by the City Council.


**Section 20-109 – 20-125. Reserved**



PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF BARTLESVILLE, OKLAHOMA, THIS 3<sup>RD</sup> DAY OF APRIL 2023.

  
MAYOR

ATTEST:

  
CITY CLERK



**VOTE:**  
MR. ROSZEL             aye    no  
MR. DORSEY          aye    no  
MS. ROANE            aye    no  
VICE MAYOR CURD    aye    no  
MAYOR COPELAND    aye    no

NOTE

ORDINANCE NO. \_\_\_\_\_

**CHAPTER 20, DIVISION 7 OF THE BARTLESVILLE MUNICIPAL CODE PERTAINING TO  
WATER SHORTAGES.**

---

SECTION 1: That Chapter 20, Division 7 of the Bartlesville Municipal Code is hereby amended as follows:

**Section 20-106 Authority**

Whenever a potential water shortage exists, the City Council is authorized to restrict or prohibit the use of water from the City's water system.

- (a) The Water Utilities Director is the official responsible to monitor the City's water supply, optimize water usage from the City's raw water sources and report to the City Manager, who shall inform City Council, whenever the water supply falls below 80%.
- (b) Any restriction shall be enforceable by both the Code Enforcement and the Police Department.

**Section 20-107 Water Shortage Condition**

A potential water shortage condition exists whenever the water supply falls below 80% or so declared by the City Council. The public will be informed of the status of the current water supply and water consumption. Every available forum will be used to educate the general public regarding the status of the water supply and measures they can take to reduce usage.

The City Manager shall have discretion on when to implement restrictions and/or declaring a drought stage based on an assessment of all relevant circumstances and conditions such as rainfall projections, system outage, equipment failure, structural failure, sabotage, natural disaster, contamination of water source, or other reasons or emergencies.

- (a) Stage One: If the overall water remaining is between 80% and 75% and the weighted water supply based on water right is below 95%, the public will be informed and voluntary usage reduction shall be requested. If the overall water

remaining is between 74.9% and 70% and the weighted water supply based on water right is below 95%, the following water restrictions shall be implemented:

(1) Landscape and garden watering through automatic irrigation systems, hose end sprinklers, soaker hoses and drip irrigation shall be restricted to two days per week. Even numbered properties on Tuesdays and Saturdays, and odd numbered properties on Wednesdays and Sundays.

(2) Exceptions to Landscape Watering Schedule:

- i. Landscape watering by means of hand-held hose only or watering can.
- ii. Commercial plant nursery.
- iii. Brief watering for testing of a new automatic irrigation system or after repair or adjustment of an existing irrigation system.
- iv. Landscape watering using non-potable water through rain water collection or grey water.

(3) Any person violating any of the Stage One restrictions shall be subject to the following fine schedule:

First Offense - written warning
Second Offense - \$50
Third Offense - \$100
Fourth Offense - \$200
Fifth or more Offense - \$500

(4) The Water Utilities Director shall notify all contracted wholesale customers and require each to adopt similar conservation measures for their systems in accordance with their individual contracts with the City of Bartlesville.

(b) Stage Two: If the overall water remaining is between 70% and 60% and the weighted water supply based on water right is below 85%, the following water restrictions shall be implemented:

(3) Continue all of the actions as directed in Stage One not altered by provisions in Stage Two.

- (4) City owned splash pads will be closed.
- (5) City owned swimming pools may implement a reduced schedule of operation or closure to conserve water.
- (6) No washing of motor vehicle, motorbike, boat, trailer or other vehicle or piece of equipment except at a vehicle wash facility.
- (7) Outdoor water use to wash any outdoor surface, including but not limited to sidewalks, walkways, driveways, parking lots, tennis and other sport courts, patios, decks or other paved or hard surfaced area shall be prohibited.
- (8) Use of water to flush, test or disinfect new water lines or services or new wastewater facilities shall be prohibited, unless a variance is granted by the Water Utilities Director.
- (9) The goal of the Stage 2 restrictions is to reduce water consumption to less than 5.5 million gallons per day. If the restrictions do not reduce water consumption below this threshold, then Council may pass a resolution to enact the Stage Two Emergency Water Rates as follows:

Stage Two Emergency Water Rate Adjustment

For accounts with meters smaller than three (3) inches.	
Usage (gallons)	Adjustment on volumetric rates
0—2,000	100% of current rates
2,001—10,000	100% of current rates
10,001—25,000	115% of current rates
25,001—50,000	120% of current rates
50,000—100,000	125% of current rates
>100,000	150% of current rates
For accounts with meters three (3) inches or larger, or industrial, or wholesale customers who have a separate contract for the purchase of water the adjustment shall be 105% of current volumetric rates.	

(c) Stage Three: If the overall water remaining is between 60% and 50% and the weighted water supply based on water right is below 75%, the following water restrictions shall be implemented:

(1) Continue all of the actions as directed in Stage Two not altered by provisions in Stage Three.

(2) Landscape and garden watering through automatic irrigation systems, hose end sprinklers, soaker hoses and drip irrigation shall be restricted to one day per week. Even numbered properties on Saturdays, and odd numbered properties on Sundays.

i. Exceptions to Landscape Watering Schedule:

- a. Landscape watering by means of hand-held hose only or watering can.
- b. Commercial plant nursery.
- c. Brief watering for testing of a new automatic irrigation system or after

repair or adjustment of an existing irrigation system.

- d. Landscape watering using non-potable water through rain water collection or grey water.

(3) Outdoor pools, hot tubs or spas shall not be filled.

- (4) Any person violating any of the Stage Three restrictions shall be subject to the following fine schedule:

First Offense - \$50
Second Offense - \$100
Third Offense - \$200
Fourth Offense - \$400
Fifth or more Offense - \$500

- (5) Water pressure will be reduced within the distribution system to minimum levels allowed by state and federal regulations.

- (6) The goal of the Stage 3 restrictions is to reduce water consumption to less than 4.75 million gallons per day. If the restrictions do not reduce water consumption below this threshold, then Council may pass a resolution to enact the Stage Three Emergency Water Rates as follows:

Stage Three Emergency Water Rate Adjustment

For accounts with meters smaller than three (3) inches.	
Usage (gallons)	Adjustment on volumetric rates
0—2,000	100% of current rates
2,001—10,000	105% of current rates
10,001—25,000	140% of current rates
25,001—50,000	145% of current rates
50,000—100,000	150% of current rates
>100,000	175% of current rates
For accounts with meters three (3) inches or larger, or industrial, or wholesale customers who have a separate contract for the purchase of water the adjustment shall be 115% of current volumetric rates.	

(d) Stage Four: If the overall water remaining is below 50% and the weighted water supply based on water right is less than 65%, City Council shall declare an emergency and the following water restrictions shall be implemented:

- (1) Continue all of the actions as directed in Stage Three not altered by provisions in Stage Four.
- (2) A total ban on all outdoor landscape and garden watering except using non-potable water through rain water collection.
- (3) All private and public pools shall be closed.
- (4) No water may be added to an indoor or outdoor pool or hot tub unless necessary to maintain the water purification system or to maintain the structural integrity of the pool or hot tub.

(5) Water shall not be used in or related to a chemical lawn treatment.

(6) Any person violating any of the Stage Four restrictions shall be subject to the following fine schedule:

First Offense - \$100
Second Offense - \$200
Third Offense - \$400
Fourth Offense - \$500
Fifth or more Offense - \$500

(7) The goal of the Stage 4 restrictions is to reduce water consumption to less than 4.25 million gallons per day. If the restrictions do not reduce water consumption below this threshold, then Council may pass a resolution to enact the Stage Four Emergency Water Rates as follows:

Stage Four Emergency Water Rate Adjustment

For accounts with meters smaller than three (3) inches.	
Usage (gallons)	Adjustment on volumetric rates
0—2,000	100% of current rates
2,001—10,000	110% of current rates
10,001—25,000	160% of current rates
25,001—50,000	165% of current rates
50,000—100,000	170% of current rates
>100,000	200% of current rates
For accounts with meters three (3) inches or larger, or industrial, or wholesale customers who have a separate contract for the purchase of water the adjustment shall be 130% of current volumetric rates.	



(e) The following exemptions apply to Stage 1, Stage 2, Stage 3 & Stage 4 restrictions, allowing water use as follows:

- (1) The use of water necessary to protect the health, safety or welfare of the public;
- (2) Necessary use of water for repair of a water distribution facility, flushing or cleaning of an existing in-service water or sewer line(s), or flushing of existing in service residential or commercial plumbing lines;
- (3) Use of water, other than for landscape irrigation, necessary to meet express requirements of federal, state, or local permits related to land development or capital projects that include but not limited to roadway base preparation, dust control, maintenance of trees subject to preservation restrictions or requirements, concrete or asphalt work or modification or construction of improvements;
- (4) Necessary washing or sanitizing to prevent public health or disease transmission risk associated with liquid, solid, or particulate residue in or on vehicles, containers, or equipment lawfully used to maintain, process, or transport food, perishables, garbage, liquid, or solid waste, organic materials or recyclables;
- (5) Water use immediately necessary for or relate to firefighting, fire prevention, or fire suppression activity or operations conduction because of actual risk to the public or environmental health, safety, or welfare, life, or property associated with the presence of an uncontrolled fire approaching any person or property.

(f) Each stage will remain in effect until the water supply reaches a level outside of the range indicated for the stage and there is an expectation that the water supply will remain above said threshold for a reasonable period of time.

- (g) Any person aggrieved by the terms of a resolution may appeal to the City Manager or his designee, who may grant an exemption, wholly or in part, if compliance would create an immediate threat to the person's health or safety or create an undue hardship for a business. The decision of the City Manager or his designee may be appealed by written notice to the City Council, though the terms of the resolution shall remain in effect during the appeal period.
- (h) Any excess revenue received through the emergency rate volumetric adjustment shall be reserved in a fund designated for capital improvements to the water distribution, treatment or water supply system.

**Section 20-108 Resolution publication or issuance**

- (a) Resolutions authorized by Section 20-107 shall be published in a newspaper of general circulation in the city. The terms of the resolution shall be in full force and effect upon publication. Substantial compliance with this section is sufficient to effect the resolution.
- (b) Whenever a sudden or unexpected event so reduces the availability of water or water pressure as to create an immediate threat to public health or safety, the mayor may issue an appropriate proclamation and notice of the proclamation may be given by reasonable means, including electronic means. The emergency shall be in full force and effect upon such notice; provided that if any such means is other than that required in subsection (a), the proclamation shall be republished in accordance with subsection (a) within twenty-four (24) hours of the first notice.

**Section 20-109 Resolution duration**

Such resolution shall continue and the terms of the resolution shall be in effect until such time as it is repealed by the City Council.

**Section 20-110 – 20-125. Reserved**

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF BARTLESVILLE, OKLAHOMA, THIS 2<sup>ND</sup> DAY OF OCTOBER 2023.**

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MAYOR

ATTEST:

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CITY CLERK

ORDINANCE NO. \_\_\_\_\_

**CHAPTER 20, DIVISION 7 OF THE BARTLESVILLE MUNICIPAL CODE PERTAINING TO  
WATER SHORTAGES.**

---

SECTION 1: That Chapter 20, Division 7 of the Bartlesville Municipal Code is hereby amended as follows:

**Section 20-106 Authority**

Whenever a potential water shortage exists, the City Council is authorized to restrict or prohibit the use of water from the City's water system.

- (a) The Water Utilities Director is the official responsible to monitor the City's water supply, optimize water usage from the City's raw water sources and report to the City Manager, who shall inform City Council, whenever the water supply falls below 80%.
- (b) Any restriction shall be enforceable by both the Code Enforcement and the Police Department.

**Section 20-107 Water Shortage Condition**

A potential water shortage condition exists whenever the water supply falls below 80% or so declared by the City Council. The public will be informed of the status of the current water supply and water consumption. Every available forum will be used to educate the general public regarding the status of the water supply and measures they can take to reduce usage.

The City Manager shall have discretion on when to implement restrictions and/or declaring a drought stage based on an assessment of all relevant circumstances and conditions such as rainfall projections, system outage, equipment failure, structural failure, sabotage, natural disaster, contamination of water source, or other reasons or emergencies.

- (a) Stage One: If the overall water remaining is between 80% and 75% and the weighted water supply based on water right is below 95%, the public will be informed and voluntary usage reduction shall be requested. If the overall water

remaining is between 74.9% and 70% and the weighted water supply based on water right is below 95%, the following water restrictions shall be implemented:

- (1) Landscape and garden watering through automatic irrigation systems, hose end sprinklers, soaker hoses and drip irrigation shall be restricted to two days per week. Even numbered properties on Tuesdays and Saturdays, and odd numbered properties on Wednesdays and Sundays.
- (2) Exceptions to Landscape Watering Schedule:
  - i. Landscape watering by means of hand-held hose only or watering can.
  - ii. Commercial plant nursery.
  - iii. Brief watering for testing of a new automatic irrigation system or after repair or adjustment of an existing irrigation system.
  - iv. Landscape watering using non-potable water through rain water collection or grey water.
- (3) Any person violating any of the Stage One restrictions shall be subject to the following fine schedule:

First Offense - written warning
Second Offense - \$50
Third Offense - \$100
Fourth Offense - \$200
Fifth or more Offense - \$500

- (4) The Water Utilities Director shall notify all contracted wholesale customers and require each to adopt similar conservation measures for their systems in accordance with their individual contracts with the City of Bartlesville.
- (b) Stage Two: If the overall water remaining is between 70% and 60% and the weighted water supply based on water right is below 85%, the following water restrictions shall be implemented:
- (3) Continue all of the actions as directed in Stage One not altered by provisions in Stage Two.

- (4) City owned splash pads will be closed.
- (5) City owned swimming pools may implement a reduced schedule of operation or closure to conserve water.
- (6) No washing of motor vehicle, motorbike, boat, trailer or other vehicle or piece of equipment except at a vehicle wash facility.
- (7) Outdoor water use to wash any outdoor surface, including but not limited to sidewalks, walkways, driveways, parking lots, tennis and other sport courts, patios, decks or other paved or hard surfaced area shall be prohibited.
- (8) Use of water to flush, test or disinfect new water lines or services or new wastewater facilities shall be prohibited, unless a variance is granted by the Water Utilities Director.
- (9) The goal of the Stage 2 restrictions is to reduce water consumption to less than 5.5 million gallons per day. If the restrictions do not reduce water consumption below this threshold, then Council may pass a resolution to enact the Stage Two Emergency Water Rates as follows:

Stage Two Emergency Water Rate Adjustment

For accounts with meters smaller than three (3) inches.	
Usage (gallons)	Adjustment on volumetric rates
0—2,000	100% of current rates
2,001—10,000	100% of current rates
10,001—25,000	115% of current rates
25,001—50,000	120% of current rates
50,000—100,000	125% of current rates
>100,000	150% of current rates
For accounts with meters three (3) inches or larger, or industrial, or wholesale customers who have a separate contract for the purchase of water the adjustment shall be 105% of current volumetric rates.	

(c) Stage Three: If the overall water remaining is between 60% and 50% and the weighted water supply based on water right is below 75%, the following water restrictions shall be implemented:

- (1) Continue all of the actions as directed in Stage Two not altered by provisions in Stage Three.
- (2) Landscape and garden watering through automatic irrigation systems, hose end sprinklers, soaker hoses and drip irrigation shall be restricted to one day per week. Even numbered properties on Saturdays, and odd numbered properties on Sundays.

i. Exceptions to Landscape Watering Schedule:

- a. Landscape watering by means of hand-held hose only or watering can.
- b. Commercial plant nursery.
- c. Brief watering for testing of a new automatic irrigation system or after

repair or adjustment of an existing irrigation system.

- d. Landscape watering using non-potable water through rain water collection or grey water.

- (3) Outdoor pools, hot tubs or spas shall not be filled.
- (4) Any person violating any of the Stage Three restrictions shall be subject to the following fine schedule:

First Offense - \$50
Second Offense - \$100
Third Offense - \$200
Fourth Offense - \$400
Fifth or more Offense - \$500

- (5) Water pressure will be reduced within the distribution system to minimum levels allowed by state and federal regulations.
- (6) The goal of the Stage 3 restrictions is to reduce water consumption to less than 4.75 million gallons per day. If the restrictions do not reduce water consumption below this threshold, then Council may pass a resolution to enact the Stage Three Emergency Water Rates as follows:



Stage Three Emergency Water Rate Adjustment

For accounts with meters smaller than three (3) inches.	
Usage (gallons)	Adjustment on volumetric rates
0—2,000	100% of current rates
2,001—10,000	105% of current rates
10,001—25,000	140% of current rates
25,001—50,000	145% of current rates
50,000—100,000	150% of current rates
>100,000	175% of current rates
For accounts with meters three (3) inches or larger, or industrial, or wholesale customers who have a separate contract for the purchase of water the adjustment shall be 115% of current volumetric rates.	

- (d) Stage Four: If the overall water remaining is below 50% and the weighted water supply based on water right is less than 65%, City Council shall declare an emergency and the following water restrictions shall be implemented:
- (1) Continue all of the actions as directed in Stage Three not altered by provisions in Stage Four.
  - (2) A total ban on all outdoor landscape and garden watering except using non-potable water through rain water collection.
  - (3) All private and public pools shall be closed.
  - (4) No water may be added to an indoor or outdoor pool or hot tub unless necessary to maintain the water purification system or to maintain the structural integrity of the pool or hot tub.

- (5) Water shall not be used in or related to a chemical lawn treatment.
- (6) Any person violating any of the Stage Four restrictions shall be subject to the following fine schedule:

First Offense - \$100
Second Offense - \$200
Third Offense - \$400
Fourth Offense - \$500
Fifth or more Offense - \$500

- (7) The goal of the Stage 4 restrictions is to reduce water consumption to less than 4.25 million gallons per day. If the restrictions do not reduce water consumption below this threshold, then Council may pass a resolution to enact the Stage Four Emergency Water Rates as follows:

Stage Four Emergency Water Rate Adjustment

For accounts with meters smaller than three (3) inches.	
Usage (gallons)	Adjustment on volumetric rates
0—2,000	100% of current rates
2,001—10,000	110% of current rates
10,001—25,000	160% of current rates
25,001—50,000	165% of current rates
50,000—100,000	170% of current rates
>100,000	200% of current rates
For accounts with meters three (3) inches or larger, or industrial, or wholesale customers who have a separate contract for the purchase of water the adjustment shall be 130% of current volumetric rates.	

- (e) The following exemptions apply to Stage 1, Stage 2, Stage 3 & Stage 4 restrictions, allowing water use as follows:
- (1) The use of water necessary to protect the health, safety or welfare of the public;
  - (2) Necessary use of water for repair of a water distribution facility, flushing or cleaning of an existing in-service water or sewer line(s), or flushing of existing in service residential or commercial plumbing lines;
  - (3) Use of water, other than for landscape irrigation, necessary to meet express requirements of federal, state, or local permits related to land development or capital projects that include but not limited to roadway base preparation, dust control, maintenance of trees subject to preservation restrictions or requirements, concrete or asphalt work or modification or construction of improvements;
  - (4) Necessary washing or sanitizing to prevent public health or disease transmission risk associated with liquid, solid, or particulate residue in or on vehicles, containers, or equipment lawfully used to maintain, process, or transport food, perishables, garbage, liquid, or solid waste, organic materials or recyclables;
  - (5) Water use immediately necessary for or relate to firefighting, fire prevention, or fire suppression activity or operations conduction because of actual risk to the public or environmental health, safety, or welfare, life, or property associated with the presence of an uncontrolled fire approaching any person or property.
- (f) Each stage will remain in effect until the water supply reaches a level outside of the range indicated for the stage and there is an expectation that the water supply will remain above said threshold for a reasonable period of time.

- (g) Any person aggrieved by the terms of a resolution may appeal to the City Manager or his designee, who may grant an exemption, wholly or in part, if compliance would create an immediate threat to the person's health or safety or create an undue hardship for a business. The decision of the City Manager or his designee may be appealed by written notice to the City Council, though the terms of the resolution shall remain in effect during the appeal period.
- (h) Any excess revenue received through the emergency rate volumetric adjustment shall be reserved in a fund designated for capital improvements to the water distribution, treatment or water supply system.

**Section 20-108 Resolution publication or issuance**

- (a) Resolutions authorized by Section 20-107 shall be published in a newspaper of general circulation in the city. The terms of the resolution shall be in full force and effect upon publication. Substantial compliance with this section is sufficient to effect the resolution.
- (b) Whenever a sudden or unexpected event so reduces the availability of water or water pressure as to create an immediate threat to public health or safety, the mayor may issue an appropriate proclamation and notice of the proclamation may be given by reasonable means, including electronic means. The emergency shall be in full force and effect upon such notice; provided that if any such means is other than that required in subsection (a), the proclamation shall be republished in accordance with subsection (a) within twenty-four (24) hours of the first notice.

**Section 20-109 Resolution duration**

Such resolution shall continue and the terms of the resolution shall be in effect until such time as it is repealed by the City Council.

**Section 20-110 – 20-125. Reserved**

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF BARTLESVILLE, OKLAHOMA, THIS 2<sup>ND</sup> DAY OF OCTOBER 2023.**

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK