



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

**REGULAR MEETING OF THE  
BARTLESVILLE CITY COUNCIL**  
Monday, November 6, 2023  
5:30 p.m.

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

## **AGENDA**

- 1. Call to order the business meeting of the Bartlesville City Council by Mayor Copeland.**
- 2. Roll call and establishment of a quorum.**
- 3. The invocation will be provided by Pastor Bill Shupe, Redeemer Lutheran Church**
- 4. Citizens to be heard.**
- 5. City Council Announcements and Proclamations.**
  - Award of Merit presented to Ella Wright presented by Fire Chief David Topping.
  - Extra Mile Day – November 1, 2023
  - Arbor Day – November 9, 2023
  - Community Foundation Week – November 12-18, 2023
  - Elder Care Appreciation Month – November 2023
  - Homeless Awareness Month – November 2023
- 6. Authorities, Boards, Commissions and Committee Openings**
  - One opening on the Ambulance Commission
  - Two openings on the Bartlesville Library Trust Authority
  - One opening on the Library Board
  - One opening on the Park Board
- 7. Consent Docket**
  - a. Approval of Minutes**
    - i. The Regular Meeting Minutes of October 16, 2023.
  - b. Approval or Ratification of Appointments to Authorities, Boards, Commissions, and Committees.**
    - i. Appointment of Mr. Aaron Archambo to a three-year term on the Bartlesville Redevelopment Trust Authority on the recommendation of Councilmember Roszel.
  - c. Approval of Agreements, Contracts, Engagement Letters and Release of Lien**
    - i. Extension of an existing purchase of service agreement with United Community Action Program for the CityRide community transportation program, in the amount of \$55,000 annually.
    - ii. Inter-Local Agreement between the Board of County Commissioners of Washington County, on behalf of the Washington County Sheriff, and the Bartlesville Police Department, a department of the City of Bartlesville, to provide select Bartlesville Police Department officers to be deputized through the Washington County Sheriff

allowing Bartlesville Police Officers the ability to assist and work in Washington County.

- iii. Contract between Owasso Fence and the City of Bartlesville/Bartlesville Police Department for security fencing to complete the west and north parking lots of the Bartlesville Police Department in the amount of \$29,986.
- iv. Contract with PioneerDream, Inc. for the development and production of six videos relating to the City of Bartlesville NEXT Strategic Plan, in the amount of \$21,500.
- v. T-Hangar Lease between the Bartlesville Municipal Airport/City of Bartlesville and Rick A. Boswell, in the amount of \$203 month.
- vi. Addendum to the Zero Card Service Fee in Administrative Services Agreement between the City of Bartlesville and The Zero Card, Inc. to increase the administrative fee from 15% of paid claims to 20% of paid claims effective January 2024.
- vii. Master Services Agreement between Training Network, LLC and the City of Bartlesville to provide software that will complete a compensation and wage study on all non-uniformed positions at the City of Bartlesville, in the amount of \$4,800.
- viii. Application by Jerry Maddux, Esq., on behalf of Bartlesville Area Habitat for Humanity, Inc. to forgive liens in the amount of \$110.00 plus additional liens on property located at 1539 SW Maple Avenue.

**d. Approval of Resolutions**

- i. For the selection of a pre-qualified engineering consulting firm to perform bridge inspections between April 1, 2024 and March 31, 2026.

**e. Approval of Consent Order**

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

**f. Approval of Request for Planning Assistance**

- i. Request for planning assistance through the Planning Assistance to States Program with the U.S. Army Corp of Engineers for the reallocation of water from flood control to water supply at Hulah and Copan Lake.

**g. Bartlesville NEXT Report**

- i. Bartlesville NEXT Progress Report – November 2023

**h. Receipt of Financials**

- i. Interim Financials for three months ending September 30, 2023.

**i. Receipt of Bids**

- i. Bid No. 2023-2024-010 for New Pickleball Courts
- ii. Bid No. 2023-2024-011 Library LED Signboard Replacement.

**8. Discuss and take possible action to award Bid No. 2023-2024-010 for New Pickleball Courts. Presented by Vice Mayor Curd.**

**9. Discuss and take possible action to award Bid No. 2023-2024-011 for Library LED Signboard Replacement. Presented by Mr. Roszel.**

10. Discuss and take possible action on a recommendation from the Bartlesville Development Authority to allocate up to \$900,000 from the Economic Development Fund (EDF) for up to 60 new FTEs (\$15,000 per job) associated with ABB's expansion over 36 months, and appropriate up to \$600,000 to fund the Resident Recruitment Employee Incentive for up to 60 new residents associated with ABB's expansion over 36 months. Presented by David Wood, President, Bartlesville Development Authority.
11. Discuss and take possible action to adopt a formal Debt Policy. Presented by Jason Muninger, CFO/City Clerk.
12. Discuss and take possible action to adopt a formal Rate Study Policy. Presented by Jason Muninger, CFO/City Clerk.
13. Discuss and take possible action to adopt a 5-Year Capital Plan Policy. Presented by Jason Muninger, CFO/City Clerk.
14. New Business.
15. City Manager and Staff Reports.
16. City Council Comments and Inquiries.
17. Adjournment.

The Agenda was received and filed in the Office of the City Clerk and posted in prominent public view at City Hall at 5:30 p.m. on Thursday, November 1, 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 Award of Merit from Fire Department.  
For Bartlesville citizen*

Attachments:

*Award of Merit presented to Ella Wright*

**II. STAFF COMMENTS AND ANALYSIS**

*Email from Fire Captain Chris Buchanan listing action performed by Ella Wright.*

**III. RECOMMENDED ACTION**

*Recognition and presentation of award by Fire Chief and Captain Buchanan*

**David R. Topping**

---

**From:** Chris Buchanan  
**Sent:** Friday, September 29, 2023 7:51 PM  
**To:** Tracy D. Roles; David R. Topping  
**Cc:** Josiah E. Rovenstine  
**Subject:** House Fire on Amherst (9/29/23) - Request for Recognition of Ella Wright

To all,

Shortly after 3:00 PM on Friday, September 29, 2023, eleven year old Ella Wright witnessed smoke coming from the roof from a house on Amherst Drive. Without hesitation, she ran across the street to a neighbor's house, knocked on the door and instructed Donna Franks to dial 911. As Donna was dialing the number, she asked little Ella, "Why?" To which Ella replied, "There's smoke coming from that house across the street!"

Bartlesville Fire Department responded to the home and were able to quickly extinguish the fire and even rescue a member of the homeowners' family – their cherished dog.

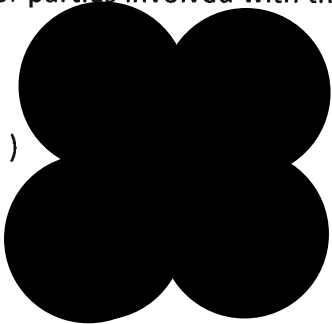
Members of the Bartlesville Fire Department would like Ella Wright to receive recognition for her swift actions and courage that day. Had it not been for Ella Wright, the end result of that fire would have been completely different.

I have include contact information for parties involved with the incident below:

Dustin Wright (Father of Ella)

Rebecca Wright (Mother of Ella )

Donna Frakes (Neighbor)



Thank you,

Chris Buchanan



## ***Official Proclamation***

### **Extra Mile Day November 1, 2023**

**Whereas**, Bartlesville is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

**Whereas**, Bartlesville is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

**Whereas**, Bartlesville is a community which chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and

**Whereas**, Bartlesville acknowledges the mission of the Extra Mile America Foundation to create 550 Extra Mile Cities in America and is proud to support “Extra Mile Day” on November 1, 2023.

**Now Therefore**, I, Dale Copeland, Mayor, and the Bartlesville City Council, do hereby officially proclaim November 1, 2023 as Extra Mile Day. I urge each individual in the community to take time on this day to not only “go the extra mile” in his or her own life, but to also acknowledge all those around who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

**In Witness Whereof**, we hereunto set our hands and cause the Official Seal of the City of Bartlesville, Oklahoma, to be affixed this 6th day of November, in the year of our Lord two thousand and twenty-three.

---

Dale Copeland, Mayor



## ***Official Proclamation***

### ***Arbor Day November 9, 2023***

**Whereas**, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of tree; and

**Whereas**, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

**Whereas**, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen, and provide habitat for wildlife; and

**Whereas**, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

**Whereas**, trees, wherever they are planted, are a source of joy and spiritual renewal; and

**Whereas**, Bartlesville has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting practices.

**Now Therefore**, I, Dale Copeland, Mayor, and the Bartlesville City Council, do hereby proclaim November 9, 2023 as Arbor Day in the City of Bartlesville and urge all citizens to support efforts to protect trees and woodlands and to support our city's urban forestry program. Further, we urge all citizens to plant trees to gladden the hearts and promote the well being of present and future generations.

***IN WITNESS WHEREOF***, we hereunto set our hands and caused the Official Seal of the City of Bartlesville, Oklahoma, to be affixed this 6<sup>th</sup> day of November, in the year of our Lord two thousand and twenty-three.

---

Dale Copeland, Mayor



***Official Proclamation***  
**COMMUNITY FOUNDATION WEEK**  
**NOVEMBER 12 - 18, 2023**

**WHEREAS**, the first community foundation was founded in 1914 to ensure that donors' charitable intentions could be carried out in perpetuity and to provide a way for people of modest means to engage in large-scale philanthropy by pooling donations; and

**WHEREAS**, community foundations are grantmaking public charities dedicated to improving the lives of people in a defined local geographic area; and

**WHEREAS**, today, hundreds of community foundations across the country create social change through their collaborative and innovative approach to working with the public, private, and nonprofit sectors; and

**WHEREAS**, Community Foundation Week is a national celebration that was created in 1989 by former president George H.W. Bush to recognize the important work of community foundations throughout America; and

**WHEREAS**, the Bartlesville Community Foundation was formed in 1999 by a group of community leaders dedicated to the advancement of philanthropy and sustainability in the Bartlesville area; and

**WHEREAS**, the Bartlesville Community Foundation granted more than \$2 million from over 170 funds in fiscal year 2023; and

**WHEREAS**, since its founding, the Bartlesville Community Foundation has given over \$10 million in grants and scholarships throughout Bartlesville and surrounding communities.

***NOW THEREFORE***, I, Mayor Dale Copeland, and the Bartlesville City Council, do hereby officially proclaim the week of November 12 through 18, 2023 as "Community Foundation Week".

***IN WITNESS WHEREOF***, I hereunto set my hand and cause the Official Seal of the City of Bartlesville, Oklahoma, to be affixed this 6<sup>th</sup> day of November, in the year of our Lord Two Thousand and Twenty-Three.

---

Dale Copeland, Mayor





## ***Official Proclamation***

### ***Elder Care Appreciation Month November 2023***

**WHEREAS**, Washington County Elder Care (known as Elder Care) has demonstrated high standards of excellence in providing resources for aging adults and their families in Washington, Nowata, and Osage Counties; and

**WHEREAS**, over the past four decades has served tens of thousands of aging adults from all socio-economic backgrounds, and

**WHEREAS**, continues to provide quality health and wellness programs that include a therapeutic adult day health center, an in-home companion and caregiving service, a physical therapy clinic, and a health clinic; and

**WHEREAS**, during this month of appreciation, we recognize the hard-working employees and volunteer board members at Elder Care who, after forty years, offer resources for aging adults to live happy, healthy, and independent lives.

**NOW THEREFORE**, I, Dale Copeland, Mayor, and the Bartlesville City Council, do hereby officially proclaim the month of November 2023 as Elder Care Appreciation Month and encourage all citizens of the City of Bartlesville to observe this month by showing appreciation to Elder Care for their forty years of service to our community.

**IN WITNESS WHEREOF**, we hereunto set our hands and caused the Official Seal of the City of Bartlesville, Oklahoma, to be affixed this 6<sup>th</sup> day of November, in the year of our Lord two thousand and twenty-three.

---

Dale W. Copeland, Mayor



## **Official Proclamation**

### **"Homeless Awareness Month" November 2023**

**Whereas**, homelessness affects people from all walks of life in the Bartlesville area; and

**Whereas**, misunderstandings exist about homelessness, its cause and the process to full recovery; and

**Whereas**, there are four general categories of homelessness; chronic lifestyle, mental health issues, financial, or addictions; and

**Whereas**, the Lighthouse provides food, clothing and shelter to 60-75 people a day all year round; and

**Whereas**, on any given night, there are over 4,000 people in Oklahoma without a home; and

**Whereas**, The Lighthouse Outreach Center has been ministering to the homeless for over 30 years and has provided shelter to over 4,000 people during that time; and

**Whereas**, many citizens in this area at one time were residents of the Lighthouse for a period of time and are now living productive lives in the community; and

**Whereas**, we are grateful for the wonderful support of individuals, churches, civic groups and businesses for their support over the past 30 plus years; and

**Whereas**, being homeless does not mean being hopeless.

**NOW THEREFORE**, I, Dale Copeland, Mayor, and the Bartlesville City Council do hereby officially proclaim November 2023 as "Homeless Awareness Month" in the City of Bartlesville and encourage all citizens to support this worthwhile endeavor.

**IN WITNESS WHEREOF**, we hereunto set our hands and cause the Official Seal of the City of Bartlesville, Oklahoma, to be affixed this 6th day of November, in the year of our Lord two thousand and twenty-three.

---

Dale W. Copeland, Mayor



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

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

**Monday, October 16, 2023  
 5:30 p.m.**

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

**MINUTES**

(The Notice of Meeting was posted October 12, 2023 at and the Agenda was posted June 20, 2023 at 3:45 p.m.)

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

City staff present were Mike Bailey, City Manager; Jess Kane, City Attorney; Jason Muninger, CFO/City Clerk; Matt McCollough, IT Director; and Elaine Banes, Executive Assistant.

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

There were no citizens to be heard.

- 5. Discuss and take possible action to approve the Regular Meeting Minutes of October 2, 2023.**

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

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

- 6. Discuss and take possible action to approve a Resolution fixing the amount of Combined Purpose General Obligation Bonds, Series 2023 to mature each year; fixing the time and place the Bonds are to be sold; designating a paying agent/registrar and disclosure counsel; approving the preliminary official statement and distribution thereof; ratifying and confirming continuing disclosure policies and procedures; and authorizing the Clerk to give notice of said sale as required by law and fixing other details of the issue. Presented by Nate Ellis, Public Finance Law Group, LLC.**

Jerica Dawson with Municipal Finance Services, reported that this is the final issue of the G. O. Bond, Series 2023 resulting from the G.O. Bond election of 2020. The Resolution and Notice of Sale is required by law. Mayor Copeland confirmed that this is not an issue from the passing of the most recent G. O. Bond election.

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

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

**7. Discuss and take possible action to approve an addendum to the Lease Agreement between the City of Bartlesville and First Christian Church. Presented by Mike Bailey, City Manager.**

Mr. Bailey provided a report that covered Items 7-11. Regarding Item 7 - Using a PowerPoint, he covered the lease agreement, as well as the addendum to the lease agreement. The addendum provides five years for families to remove cremains from the columbaria, and if there is no disposition at that time, then the City will move the cremains to White Rose Cemetery. The Addendum, also addressed covering of the FCC name and the addition of a plaque honoring FCC by Buffalo Roam.

Reporting on Item 8, Mr. Bailey stated that this action will start the process of establishing the Bartlesville Film Authority. The BFA will primarily be project overseers until the Buffalo Roam project is complete, and will be empowered to authorize contracts, with the City having no liability. It was discussed that additional at-large appointees with film experience can be added later.

Item 9. addresses the trustees of the BFA. The City Council will hold one seat on the five member Authority Board. Other members will be Tracy Roles, Assistant City Manager, a Bartlesville Redevelopment Trust Authority board member, a Bartlesville Development Authority board/staff member, and a Visit Bartlesville board member.

Reporting on Item 10, Mr. Bailey reported that at the City's request, the BRTA is funding \$1M of the total \$2M project cost. The BRTA has other commitments that may require funding before tax receipts can recoup this \$1M investment, so if necessary, the City agrees to provide up to \$1M as a loan to the BRTA for projects done in accordance with their project plan. No further approval will be necessary from Council, and funds are to be repaid within the life of the TIF. A brief discussion was held about projects the BRTA may have in their pipeline.

Item 11. addresses the Disposition and Development Agreement between the City and Buffalo Roam. Mr. Bailey reported that the City's responsibility is to provide \$2M in funding via the Economic Development Fund and the BRTA. The funds will be placed in escrow, with disbursement approved by the BFA. Funds are available for all project related costs on a dollar for dollar match. Buffalo Roam may be reimbursed up to \$280k for expenses incurred for improvements made to FCC during early access period. The Agreement also covers the transfer of ownership of FCC to Buffalo Roam and early access to Buffalo Roam via lease. Buffalo Roam's responsibility is to provide at least \$2M in private investment for the project, rehab the existing FCC building and construct a new sound stage. The expected timeline for completion of the project is October 31, 2023 – closing of finance; December 31, 2023 – construction to commence; 14 months after start – FCC renovation complete and December 31, 2025 – sound stage complete. Jeff Smith, Buffalo Roam, provided additional information about the planned improvements.

Mr. Roszel, Vice Mayor Curd, and Ms. Roane all spoke favorably about the project and stated their appreciation for all parties involved in bringing it to fruition. Ms. Roane included former Councilman, Alan Gentges, in her acknowledgment for his involvement. Mr. Bailey and Vice

Mayor Curd also acknowledged the Board Members of First Christian Church who donated and entrusted their beloved church to the City.

At this time, each item was voted upon individually.

Vice Mayor Curd moved to approve the Addendum to the Lease with First Christian Church as presented, seconded by Ms. Roane.

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

**8. Discuss and take possible action to approve Bartlesville Film Authority Trust declaration. Presented by Mike Bailey, City Manager.**

Vice Mayor Curd moved to approve the Bartlesville Film Authority Trust Declaration as presented, seconded by Mr. Roszel.

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

**9. Discuss and take possible action to appoint a member of the City Council to serve as Trustee on the Bartlesville Film Authority. Presented by Mike Bailey, City Manager.**

Vice Mayor Curd expressed his desire to serve on the Bartlesville Film Authority.

Mr. Dorsey moved to appoint Vice Mayor Curd as Trustee on the Bartlesville Film Authority, seconded by Mr. Roszel.

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

**10. Discuss and take possible action to approve Project Cost Advancement MOU between the City of Bartlesville and the Bartlesville Redevelopment Trust Authority. Presented by Mike Bailey, City Manager.**

Mr. Dorsey moved to approve Project Cost Advancement MOU as presented, seconded by Mr. Roszel.

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

Mr. Roszel thanked Chris Wilson, President of the BRTA, and the BRTA Trustees for assisting with the development and financing of this project.

**11. Discuss and take possible action to approve Disposition and Development Agreement between the City of Bartlesville, the Bartlesville Redevelopment Trust Authority and Buffalo Roam Studio, LLC. Presented by Mike Bailey, City Manager.**

Mr. Roane moved to approve Disposition and Development Agreement as presented, seconded by Vice Mayor Curd.

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

**12. Recess in order to move into the 1<sup>st</sup> Floor Conference Room for the workshop portion of the meeting.**

The Mayor recessed the meeting at 6:28 p.m.

The workshop portion of the meeting began at 6:37 p.m. in the 1<sup>st</sup> Floor Conference Room.

**13. Presentation and discussion on a Debt Limit Policy. Presented by Jason Muninger, CFO/City Clerk.**

Mr. Muninger reported that the City has operated and managed debt with an informal debt policy consisting of a 15 mill cap for G.O. Bonds, and a 125% of pledged revenue for Revenue Bonds. He added that while this has always been the intent, the City has never formally adopted a policy stating as such. Staff has utilized the GFOA Debt Policy and modified it to the City's specific needs. There is no change in the way the City will utilize or cap debt, however this just formally gives City staff guidelines.

A brief discussion covered how this step, as well as all of the items listed for the workshop, are being taken as part of the Bartlesville NEXT Strategic Plan; how the policy only applies to G.O. Bonds; how companies like Standard and Poor often request formal policies when their services are needed; how the City Council has the authority to modify the policy should the need arise; and how policies are needed for consistency.

**14. Presentation and discussion on a Rate Study Policy. Presented by Jason Muninger, CFO/City Clerk.**

Mr. Muninger reported that the City has utilized a cost of service and rate study proposal for a number of years. Staff would like to formally make this a policy of due diligence that is to be done at least every five years. This will provide citizens the right levels of service at the costs, all while ensuring the City is accounting for infrastructure needs and regulation changes. These rates encompass all of the water, wastewater and sanitation fees.

A brief discussion covered how prudent it is to complete a study every five years. Mr. Roszel had an amendment to the policy to include verbiage to ensure that all rates are included in the study.

**15. Presentation and discussion on a Capital Plan Policy. Presented by Jason Muninger, CFO/City Clerk.**

Mr. Muninger reported that that a Capital Plan Policy will identify needs, provide cost estimates, project prioritization, and implementation schedules.

Discussion covered how this is formalizing what is already being done; how it covers more than just water, wastewater and sanitation; how it is straight forward; and that an annual report will

be provided to citizens not only current and future projects, but what has been accomplished already.

**16. Presentation and discussion of possible updates to the City of Bartlesville Charter. Presented by Mike Bailey, City Manager.**

Mr. Bailey provided information about the City's form of government, and its Charter. The City Charter overrules State law regarding "matters of local concern", allowing the City to make proposed amendments to it with final changes, approved by vote of the citizens. Mr. Bailey is proposing amendments to Article 16, Purchasing and Contracting and to Article 3, Council Elections. He provided an election timeline for 2024 reviewing each date and specifics of each, concluding that the April 2, 2024 election would provide enough time for Council and public input.

Regarding Article 16, Mr. Bailey reported that there are unintentional loopholes in the purchasing levels. He explained different scenarios and how he and staff would like make changes in order to be more uniform in all purchasing. The amendment once approved by voters would be adopted by Ordinance by the City Council delegating authority to City staff to make purchases up to \$25,000. This would include materials, supply, contracts and some capital projects under \$100,000, whether the purchase is made via contract or non-contract. Discussion covered length of contracts and encumbrance State law requirements; how the amendment would provide efficiency to staff and speed up the process; how Council makes policy and adopts ordinances so they would have continued control which would provide proper control of purchasing; and how staff would prepare the proper Charter language and be reviewed by legal.

Regarding Article 3. Current rules are that all City Council terms are two years with all seats terming out at the same time, which runs the risk of the City having a completely new Council which could affect City business in many different ways. Also, he would like to change the election, City Council and other municipal elections, to coincide with the local school board election instead of the national elections. He feels that general election campaigning can drown out local elections. Also, if the terms were changed to three years, then the national election date would no longer work. Mr. Bailey reported that two year terms did not allow Council members adequate time to encompass every aspect of City business whereas three years would do so. He added that that he would like the terms staggered as well. When discussing the election date, he added that if it is agreed and approved by voters, then the next Council election would be in April 2025 instead of November 2024. Discussion covered the low turnout on the last election; how those who did vote were knowledgeable, informed, intentional; how coinciding elections with the School Board elections is better overall; how the local media supports local elections really well; how changing the terms will provide continuity in government; and how April 2024 would be a good date for the Charter election.

Mr. Bailey summarized that staff will begin preparing language for the Charter; which will then go to the City Attorney for review, and finally brought to the City Council for consideration and approval. Mr. Bailey inquired if there were other areas of the Charter that the Council think may be needed amended. Mayor Copeland suggested that the section about recall should be researched and possibly amended to address not recalling council members who are in their first 6 months after election or in last 4-6 months of their term. He felt this action is not an efficient use of City funds and/or when an election would provide that exact opportunity to make changes. Mr. Roane also pointed out that there is no final date to obtain signatures for a recall petition, and felt that there should be a deadline. The Mayor also suggested having a town hall to obtain their input and provide education about the Charter and possible changes.

**17. Presentation and discussion of City Council Handbook. Presented by Mike Bailey, City Manager.**

Mr. Bailey reported that adopting a City Council handbook is a priority of the Bartlesville NEXT Strategic Plan. He continued that accepted best practices for municipalities dictate that municipal governing boards should adopt some form of policy document to help guide the actions of the current, and perhaps more importantly, future councils. This guidance helps to ensure consistency and stability for the organization that can endure beyond current leadership. He added that in addition to guiding Councils as a whole, the handbook is extremely useful as an orientation tool for new Councilmembers. The proposed handbook began as an OMAG model handbook and was reviewed by all City Directors, rewritten to fit Bartlesville's organization, reviewed by legal and communications, approved by the City Manager is now ready for Council input. With a PowerPoint, Mr. Bailey reviewed the more important topics of: Council vs Staff responsibilities; legal fiduciary duties; open meetings and records; ethics and conflicts of interest; Council meeting rules; roles and responsibilities of Mayor, Vice Mayor and Council; and Council interaction with other Councilmembers, Staff, the public, other agencies, boards and committees, and media.

Vice Mayor Curd expressed his opposition to the handbook, expressing how Councilmembers should be themselves and not be molded by a handbook. He added that he did not agree with some of the verbiage, for example how City Councilmembers should not provide assistance in a potential emergency situation. Mr. Bailey clarified that Councilmembers can provide assistance such as providing water or by phoning officials to help in a situation, but they should not take over a situation in such a way that the trained professionals are limited in doing their job. He continued that although the current City Council may already work within the handbook guidelines, a future Councilmember or members may not. Therefore, the handbook provides an official guide to situations that may arise, if not now, possibly in the future. A brief discussion was held regarding proclamations; how the handbook would be a great informational tool to citizens who may want to run for Council; and there was a general consensus that the handbook needed no further workshops for discussion, only that the language should be written in a more positive and polite manner with respect to Councilmembers.

**18. City Manager and Staff Reports.**

There were no further City Manager or Staff reports.

**19. City Council Comments and Inquiries.**

The Mayor reported that the Fall yard debris pickup will be the week of December 4<sup>th</sup> and to remind everyone to continue to conserve water.

**20. There being no further business to address, Mayor Copeland adjourned the meeting at 8:50 p.m.**

---

Dale W. Copeland, Mayor

---

Jason Muninger, CFO/City Clerk







**Agenda Item:** 7.b.i.

*Date 11/06/23*

Prepared by Chris Wilson  
Bartlesville Redevelopment Trust Authority

---

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

Discuss and take action to appoint Aaron Archambo to a three-year term on the Bartlesville Redevelopment Trust Authority.

Attachments: Application.

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

Mr. Archambo is filling the expired term of Keeli Droege in September 2023. Mr. Archambo will begin his first full three-year term on the BRTA.

Mr. Archambo brings business and finance knowledge and experience to the BRTA. He is also an active community volunteer and professional and resides in the City of Bartlesville. His application is included for your review.

## **III. RECOMMENDED ACTION**

BRTA Staff, Board of Trustees, and Councilman Loren Roszel recommend the appointment of Aeron Archambo to begin a three-year term on the BRTA at the next available City Council meeting.

Received: Tuesday, February 14, 2023 3:49 PM

CAUTION: External Source. THINK BEFORE YOU CLICK!

<b>Please check the ones you wish to serve on:</b>
<ul style="list-style-type: none"><li>Bartlesville Redevelopment Trust Authority</li></ul>
<b>Name</b>
Aaron Archambo
<b>Address</b>
310 S. Osage Ave. Bartlesville, OK 74003 <a href="#">Map It</a>
<b>Work Phone</b>
(918) 336-2222
<b>Cell Phone</b>
(918) 815-2199
<b>Email</b>
<a href="mailto:aaron@archambofinancial.com">aaron@archambofinancial.com</a>
<b>Ward Number</b>
2
<b>What in your background qualifies you for service on the committees chosen (volunteer work, education, employment)?</b>
I am a native Bartian that has worked in the downtown area for nearly 30 years. I own a local downtown business and have made Bartlesville home for over 50 years. We raised our three children here and all went to BHS. We love our community and want to continue to see downtown Bville thrive.
<b>Tell us about your previous community involvement and the duration of your involvement.</b>
I've been on various boards such as The Bville Chamber of Commerce Board, WCYBS Board, Optimist Board, and currently serve on the Salvation Army Board. The duration of each board commitment varied from a couple years to several. I've been the SA board for many years now.
<b>What would you like to see this board, commission, committee or authority accomplish?</b>
I would like to see this committee continue the excellent work of promoting and reinvesting into our historic downtown space. I'm looking for ways to give back to the community that has done so much for me and my family over several decades.

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

Consider and take action on an extension of an existing purchase of service agreement with United Community Action Program for the CityRide community transportation program.

**II. STAFF COMMENTS AND ANALYSIS**

The City of Bartlesville has contracted with United Community Action Program (UCAP) for several years for the provision of public transit service through the CityRide program, operated by Cimarron Public Transit Service, a program of UCAP. The attached agreement extends this program for the next operating year, 2023-2024, starting October 1st. Ridership and demand grew over the past year in Washington County up an additional 3,308 rides over FY 2022 total 27,944 rides.

**III. RECOMMENDED ACTION**

Approval of the Contract Agreement.

## PURCHASE OF SERVICE AGREEMENT

**THIS AGREEMENT** is entered into this 1st day of October, 2023 between the parties, United Community Action Program, Inc. (hereinafter referred to as "UCAP"), and the City of Bartlesville, Oklahoma (hereinafter referred to as "City").

**WHEREAS**, in consideration of the transportation services which UCAP provides to the Bartlesville community and to assist in providing reasonable cost personal transport available to the general public, including the elderly, the disabled, those unable to drive, or those who wish to improve the environment by use of a community transportation service;

### **THE PARTIES HEREBY AGREE AS FOLLOWS:**

1. UCAP agrees to provide a community public transportation program within the city limits of Bartlesville which shall offer a 10-hour demand-response service for the general public utilizing at least two lift-equipped vans. This service shall operate from 7:30 a.m. to 5:30 p.m., Monday through Friday of each week and will be closed for holidays as listed below:

New Year's Day	Memorial Day	Independence Day
Labor Day	Thanksgiving (2 days)	
Christmas Day		

Limited service will be provided on the following holidays: Dr. Martin Luther King Jr. Day, President's Day, Good Friday, Columbus Day and Veterans' Day. UCAP reserves the right to close for mandatory agency training.

The moniker for this community transportation program shall remain "CityRide" and the telephone number shall remain as 918-336-2233, however, UCAP is permitted to place its name and logo on all vehicles and materials associated with the program.

UCAP shall operate this community transportation service program as an open door policy for the pick-up and delivery of general public passengers without discrimination in all vehicles operated in conjunction with this Agreement based upon reservations with the dispatch office.

2. For this community transportation service, City agrees to reimburse UCAP at a rate of \$55,000 annually billed semiannually, \$27,500 to be paid upon invoice from UCAP in October and April.

3. As service provider, UCAP will assume all management responsibilities and all administration and operating expenses incurred in conjunction with the provision of this service. The City assumes no responsibility to provide any management of this service or to fund any administration and operating expenses for this service, other than the flat rates set forth in Paragraph 2 of this Agreement.

4. UCAP agrees to collect a set fare of \$3.00 for a one-way trip anywhere within the city limits of Bartlesville, not covered under another contract. UCAP reserves the right to offer special promotions and projects to the community, as funds permit.

5. UCAP agrees to provide the WorkRide program at a set fare of \$1.00 for each one-way trip within the city limits. Citizens must sign up and be using transportation for work or educational purposes.

6. UCAP agrees to maintain accurate records of ridership (including total, elderly/disabled, and trip purpose), and revenue miles. A quarterly summary report will be provided to the Bartlesville Community Development Director.

7. UCAP shall maintain all vehicles used in conjunction with this Agreement in a safe and sanitary condition, and shall provide the required insurance for both vehicles and riders, and shall fully comply with all Federal, State, and local rules and regulations.

8. All UCAP employees involved in the delivery of this community transportation service shall be qualified, certified and professional as required by ODOT or any other applicable Federal, State or local regulation.

9. This agreement shall be effective from October 1, 2023 until September 30, 2024. It may be extended from year to year thereafter upon such terms and conditions as the parties may then agree. Further, either party, upon thirty (30) days notice to the other, may terminate this agreement during the contract term of the agreement or any extension hereafter granted.

10. UCAP and the City are particularly advised that the execution and continuance of this Agreement is contingent upon receipt of financial assistance from the Federal and State levels. This Agreement will terminate if the Federal funding is discontinued. The State assumes no responsibility to fund this program if there is a failure of Federal funding.

**NOW, BE IT RESOLVED THAT** the terms and conditions of this Agreement are hereby accepted to be legal and binding to the parties whereby executed by their signatures for their respective organization and/or successors.

\_\_\_\_\_  
Laura Corff, Transit Director  
United Community Action Program, Inc.

\_\_\_\_\_  
Larry R. Curtis,  
Community Development Director  
City of Bartlesville

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

My commission expires: \_\_\_\_\_

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

Discuss and take action to approve a Inter-Local Agreement (“Agreement”) between the Board of County Commissioners of Washington County, on behalf of the Washington County Sheriff, and the Bartlesville Police Department a department of the City of Bartlesville. The “Agreement” would provide selected Bartlesville Police Department officers to be deputized through the Washington County Sheriff. This would allow Bartlesville Police Officers the ability to assist and work in Washington County. This agreement is for five years from the date it is signed. This Agreement has already been approved by the Washington County Board of Commissioners and the Washington County Sheriff.

*Attachments: Inter-Local Agreement (“Agreement”) between the Board of County Commissioners of Washington County, on behalf of the Washington County Sheriff, and the Bartlesville Police Department a department of the City of Bartlesville.*

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

This Inter-Local Agreement (“Agreement”) will allow Bartlesville Police Officer to work with the Washington County Sheriff’s Office to improve public safety through more effective investigation of criminal activities occurring within the boundaries of Washington County by detecting and apprehending offenders who have violated the laws of the State of Oklahoma.

## **III. BUDGET IMPACT**

This item has no budgetary impact on the City of Bartlesville or the Bartlesville Police Department.

## **IV. RECOMMENDED ACTION**

*The Staff recommends the City Council approve the Inter-Local Agreement, at the next City Council Meeting.*

# INTER-LOCAL AGREEMENT

This Inter-Local Agreement (“Agreement”) is among and between the Board of County Commissioners of Washington County, on behalf of the Washington County Sheriff, (“Washington County”) and the Bartlesville Police Department, 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”).

## WITNESSETH:

**WHEREAS**, pursuant to 74 O.S. §1001 et seq., local government units are authorized to enter into an Inter-Local Agreement to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage to provide services that will accord best with the needs of the communities; and

**WHEREAS**, Washington County and the City of Bartlesville (collectively “Cooperating Entities”) are the local government units and public agencies entering and creating this Agreement; and

**WHEREAS**, the Board of County Commissioners of Washington County is body corporate and politic of Washington County and authorized to enter into agreements on behalf of the County pursuant to 19 O.S. § 3; and

**WHEREAS**, the Sheriff of Washington County is charged with the statutory duty to keep and preserve the peace and to apprehend and secure persons who breach that peace or otherwise commit felony offenses within the boundaries of Washington County pursuant to 19 O.S. § 516;

**WHEREAS**, The City of Bartlesville is an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma Constitution with certain statutory authority in the City of Bartlesville which is partially within Washington County; and

**WHEREAS**, the Cooperating Entities desire to join efforts and resources to identify and apprehend criminal suspects through joint intelligence and investigative efforts thereby improving public safety within the jurisdictions of the Cooperating Entities; and

**NOW THEREFORE**, in consideration of the mutual obligations and benefits described herein, the Cooperating Entities hereby enter into this Agreement as follows:

### A. PURPOSE

To improve public safety through more effective investigation of criminal activities occurring within the boundaries of Washington County by detecting and apprehending offenders who have violated the laws of the State of Oklahoma.



## B. EXPENDITURES

Neither Party will charge the other Party any direct or indirect cost rate for the administration or implementation of this agreement. Each Party is responsible only for expenditures for their own employees.

## C. LIABILITY AND INDEMNIFICATION

This Agreement is made between two political subdivisions. This Agreement does not create an employment relationship, a joint employment relationship, a borrowed servant relationship, an agency relationship, a joint venture, or an association between the parties. Persons deputized pursuant to this Agreement shall at all times remain under the supervision and control of the City of Bartlesville.

In accordance with the provisions of 11 O.S. § 34-103(C), all liability for the acts and omissions of City of Bartlesville Police Officers who are deputized by the Sheriff of Washington County in accordance with the terms of this Agreement, shall in all cases remain an obligation and responsibility of the City of Bartlesville.

## D. DEPUTIZATION

City of Bartlesville Police Officers may be deputized as Washington County Sheriff's Deputies pursuant to 11 O.S. § 34-103(C).

The Chief of Police shall deliver in writing the names of those officers for whom he is requesting deputation. The Sheriff shall have the right to refuse deputation to any officer and shall have the right to withdraw a deputation once issued by providing notice to the Chief of Police in writing. Any credentials issued to a selected officer will be returned to the Sheriff as soon as possible upon receipt of written notice withdrawing the deputation or upon termination of a selected officer's need for deputation.

## E. EFFECTIVE DATE

This Agreement will become effective following the Oklahoma Attorney General's approval and execution by each of the Cooperating Entities. The Effective Date of this Agreement shall be the date of approval by the Oklahoma Attorney General.

## F. TERM OF THE AGREEMENT

The term of this Agreement shall be for five (5) years from the Effective Date. This Agreement may be terminated by either party, for any or no reason, upon thirty (30) days' written notice to the other party.

As each Party is responsible for their own equipment and expenses, there will be no property or property interests in common at any time during or upon the expiration or termination of this Agreement. Each Party will return any property borrowed from the other within thirty (30) days of the expiration or termination of this Agreement.

#### G. NOTICE

Any notice to be given under this Agreement will be given in writing and delivered by First Class U.S. Mail, or other similar and reliable carrier, or by receipted hand delivery, to the respective Cooperating Entity addresses below. Notice will be deemed to be provided at the time it is actually received or within five days after deposited in First Class U.S. Mail.

Board of County Commissioners of Washington County  
c/o County Clerk  
400 South Johnstone Avenue, Suite 100  
Bartlesville, OK 74003

Washington County Sheriff's Office  
c/o Sheriff Scott Owen  
611 W. Adams Blvd.  
Bartlesville, OK 74003  
Email address: [sowen@countycourthouse.org](mailto:sowen@countycourthouse.org)

Bartlesville Police Department  
c/o Chief of Police Kevin R. Ickleberry  
615 South Johnstone Avenue  
Bartlesville, OK 74003  
Email address: [krickleb@cityofbartlesville.org](mailto:krickleb@cityofbartlesville.org)

#### H. ENTIRETY OF AGREEMENT

This Agreement constitutes all of the terms and conditions agreed upon by the party and no party, agent, administrator, or their employees may alter or change the terms hereof. Further, no party shall be bound by any statement or representation not in conformity with this Agreement.

#### I. AMENDMENT OF AGREEMENT

The terms of this Agreement may be amended as required by law or as may be in the interests of the parties. Any such modification and its effective date will be agreed upon by all parties in writing.

J. THIRD PARTY BENEFICIARIES

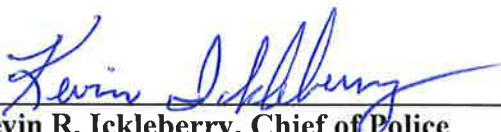
Nothing in this Agreement is intended by the parties, nor shall the Agreement be construed to confer upon any person or legal entity not a party to this agreement, any right, remedy, or claim, equitable or legal, under or by reason of this Agreement or any provision hereof. All provisions, conditions, and terms of this Agreement are intended to be and are for the exclusive benefit of the City of Bartlesville and Washington County. Nothing herein shall be construed as consent by a political subdivision of the State of Oklahoma to be sued by third parties or that this Agreement can be used in any litigation by third parties.

K. AUTHORIZATION


Each signatory to this Agreement represents and warrants to the other that they have the right, power, and authority to enter into and perform their obligations under this Agreement. By their signatures hereto, the parties represent that all requisite action to approve execution, delivery, and performance of this Agreement has been taken and this Agreement constitutes a legal, valid, and binding obligation to the entity he or she represents in accordance with its terms.

L. EXECUTION

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

  
\_\_\_\_\_  
Kevin R. Ickleberry, Chief of Police  
City of Bartlesville Police Department

09/11/2023  
Date

  
\_\_\_\_\_  
Scott Owen, Sheriff  
Washington County Sheriff's Office

09/11/2023  
Date

APPROVED this 11 day of September, 2023

Board of County Commissioners  
Washington County, Oklahoma

[Signature] Chair

[Signature] Member

\_\_\_\_\_ Member

Approved as to form and legality on behalf of Washington County:

Ashley J. Kane, ADA  
District Attorney

ATTEST: Annette Smith by \_\_\_\_\_, Deputy  
County Clerk

[Signature]



This Agreement was approved by The City of Bartlesville on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in a Resolution authorizing the Chief of Police to Participate in Interagency Investigative Agreements.

Said Resolution is attached to this Agreement as required by the provisions of the Resolution.

\_\_\_\_\_ Mayor

\_\_\_\_\_ Vice Mayor

\_\_\_\_\_ Member

\_\_\_\_\_ Member

\_\_\_\_\_ Member

(The remainder of this page intentionally left blank)

This Agreement was approved by The Oklahoma Attorney General on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in a Resolution authorizing the Chief of Police, City of Bartlesville, Oklahoma to Participate in Interagency Investigative Agreements with Washington County.

\_\_\_\_\_  
Oklahoma Attorney General or Designee

Left blank for Attorney General Signature page.

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

Discuss and take possible action to approve the contract with Owasso Fence Company for security fencing to complete the west and north parking lots of the Bartlesville Police Department. The additional fencing would close in the parking lot and make it more secure for officers and equipment that utilize the parking lots on a daily basis.

*Attachments: City Council Packet May 15, 2023-Security Fencing Budget \$35,000.00  
Omni Fence Estimate  
Owasso Fence Estimate*

**II. STAFF COMMENTS AND ANALYSIS**

The BPD made contact with three (3) fencing companies for bids on this project. Out of the three (3) companies, we received a bid from Omni Fence and Decking of Tulsa, and Owasso Fence of Owasso. Omni Fencing bid the project at \$38,243.75, with 6 gauge mesh (black chain is 9 gauge with a plastic coating to a final thickness of 6 gauge). Owasso Fence bid the project at \$29,986.00, the fencing will be 9 gauge black chain link. The third bid was from Peper Fence, but was never formally received in writing from the company.

**III. BUDGET IMPACT**

The City Council had approved \$35,000.00 for this project in May 2023, therefore, this project came under budget from Owasso Fence by \$5,014.00.

**IV. RECOMMENDED ACTION**

City staff recommends approval of the contract with Owasso Fence to complete the project for the bid price of \$29,986.00 at the next City Council Meeting.

**CITY OF BARTLESVILLE**  
 2023-24 Operating Budget  
 Capital Reserve Fund Capital Outlay Detail

*Capital Schedule*

DEPARTMENT	PROJECT NUMBER	DESCRIPTION	2021-22 ACTUAL	2022-23 BUDGET	2022-23 ESTIMATE	2023-24 BUDGET
120	New	Council room audio/video	\$ -	\$ 35,000	\$ 38,568	\$ -
155	N/A	Zero Turn Mower	-	-	-	-
170	19009	Tyler Doc Mgmt (25% - replace Fortis)	-	-	1,285	-
170	N/A	City APP Development	-	-	-	-
170	19011	Tyler Incode Court (replace Sleuth)	15,731	-	18,695	-
170	N/A	Strategic Plan Prlorities	-	500,000	-	500,000
170	N/A	City Hall Restroom Remodel	-	300,000	33,000	267,000
170	N/A	City Hall Lighting and Energy Eff upgrades	-	200,000	-	200,000
170	23012	City Hall HVAC Controls Retrofit	-	100,000	-	-
170	N/A	City Hall Staircase Column Rehabilitation	-	20,000	-	20,000
174	N/A	Casket Lift	6,975	-	-	-
185	N/A	Replace PC's and Update MS Office	310	-	-	-
185	N/A	Microsoft Upgrade(New World)	-	-	-	-
185	N/A	Windows Server upgrades	-	68,000	68,000	-
185	N/A	Tyler Detect	-	23,000	23,000	23,000
185	New	Core Server Upgrade (5)	-	-	-	630,500
185	New	Core Server UPS Replacement (3)	-	-	-	51,000
190	N/A	GIS Address Point Update	-	25,000	-	25,000
195	N/A	Paint Municipal Garage	16,400	-	-	-
195	N/A	Fuel Pump Replacement	-	-	26,497	-
195	N/A	R1234AC Recovery System	9,500	-	-	-
195	N/A	New Heaters for Garage	1,407	-	-	-
250	N/A	SCBA Compressor	-	-	55,000	-
250	N/A	Purchase Property west of Central Fire	-	235,000	214,525	-
250	N/A	Storage Building	-	20,000	-	70,000
250	N/A	Personal Thermal Imaging Cameras (10 units	-	6,000	5,690	-
250	New	Thermal Imaging Camera (x2)	-	-	-	7,200
250	New	Pumper Truck	-	-	-	900,000
270	18034	Replacement of Tasers (5 yr capital lease)	-	-	-	-
270	N/A	Security Fencing	-	29,000	8,328	35,000
270	N/A	Add'l funds for Taser Lease	-	3,000	2,803	-



# ESTIMATE



## Prepared For

Bartlesville PD - Rocky  
615 S. Johnstone  
Bartlesville, OK 74003  
(918) 914-3064

### Omni Fence

6573 E 21st Pl.  
Tulsa, OK 74129  
Phone: (918) 708-3668  
Email: Sales@OmniFence.net  
Web: www.omnifence.net

Estimate # 1988  
Date 10/10/2023  
Business / Tax # 84-5100180

Description	Rate	Quantity	Total
-------------	------	----------	-------

6' black chain link with 6 gauge mesh	\$67.75	185	\$12,533.75
---------------------------------------	---------	-----	-------------

6' tall black chain link fence with 6 gauge mesh (Black chain is 9ga with black coating to a final thickness of 6ga)  
Add 6' tall black chain around the parking lot for the PD. Chain will start at the West driveway entrance at the corner of the wrought iron fencing and go directly East across the parking lot and end at the Fire Dept building.  
All posts over concrete will be plated and anchored to the concrete. All posts in the asphalt parking lot will be core-drilled and set in concrete below the surface.  
Posts will consist of 3" terminal posts (black) and 2 3/8" line posts, all schedule 40 material.  
Toprail will be 1 5/8" schedule 40.

Total footage of the chain link fence will be 185' including gated areas.

Price includes all materials and labor and will carry a warranty for one year on labor and materials.

24' cantilever rolling gate	\$6,480.00	2	\$12,960.00
-----------------------------	------------	---	-------------

24' Cantilever Gate (with 12' weighted tail) Custom made to fit opening. Includes 4" posts, Nylon Rollers, gate latch hardware, and 4" safety post. Gate will be made with 2 3/8" frame and 2" supports. Gate will be covered with same black 6ga chain as the perimeter fence. Includes materials and labor and will carry a one year warranty.

One gate will be located at the West entrance area. (operated by liftmaster unit)  
One gate will be located at the East end for access to the back parking lot. (manual open/close)

Liftmaster csl24ul operator	\$8,675.00	1	\$8,675.00
-----------------------------	------------	---	------------

Liftmaster csl24ul slide gate operator. System includes operator, pedestal, keypad/card reader, and setup. Also includes an exit loop AND the commercially required safety loop. We will need to saw cut the concrete with a thin cut to run that wire and will fill that in with caulk after verifying the functionality. We will install the data cable for WIEGAND communication and your IT department will program the card reader codes and the keypad functions as well as the open/close timing from your access control software.

One operator at the PD West entrance gate.

Operator Wiring	\$4,075.00	1	\$4,075.00
-----------------	------------	---	------------

Run wiring for operator with Black outdoor conduit. We will connect to power at the outlet near the West door. Conduit will be run 300' along the the bottom of the existing fence all the way to the new operator. We will run TWO sets of conduit to meet code requirements. One will carry the 8/2 wire to the operator and the other will carry the data wire for the operator access. We will have enough data wire for your IT department to get from the outside connection into the access control area. The 8/2 wire upgrade will allow the 5% drop in voltage from the main source and be adequate to run the operator. For the pedestal and operator wiring, we will cut in concrete/asphalt along existing joint lines, except for the area for the loop detector which will be cut in the open area inside the gate. We will backfill the cuts with caulking rated for outdoor parking lots.

<b>Subtotal</b>	<b>\$38,243.75</b>
-----------------	--------------------

<b>Total</b>	<b>\$38,243.75</b>
--------------	--------------------

Customer agrees to pay the initial 50% deposit upon acceptance of this contract and the remaining balance upon completion. The estimated price is valid for 15 days. With the volatility of material prices, please contact us for an updated quote if the deposit is made more than 15 days from the Estimate date.

If the estimate is based on footage and the actual installed footage is greater than the estimate, the final invoice will be adjusted by the average price per foot. All changes to the agreed upon work will be reflected on the final invoice.

Customer will clearly mark property lines and fence lines. Omni will use the services of CallOkie to locate utilities.

Customer is responsible for removing all obstructions and vegetation that will interfere with the fence installation. If you would like for us to clear the fence line, we are happy to quote that.

Omni will charge up to \$75 additional fees per hole if there is labor to remove rock, roots, or other underground obstructions.

Early termination of this contract will require customer to be responsible for the cost of materials and labor to that point.

Payment of final invoice constitutes acceptance of the project with the exception of any warranty claims associated with labor and materials provided under this contract and customer releases Omni from liability of any damages or injuries related to the property upon which the project detailed in this contract was completed.

Omni only assumes liability for injuries to our employees.

Omni will warrant the workmanship for one year from date of completion.

---

Bartlesville PD - Rocky

## TERMS & CONDITIONS

Installation procedures shall abide by industry standards. Changes to this contract must be accompanied by a "Contract Change Order". Fence installation crews will abide by work order only. Any additional requests by customer shall be taken into account by the respected salesperson. Any modification of this agreement must be in writing.

The removal of dirt, rocks, boulders, vegetation, or trees are not part of this contract unless otherwise stated before signature and dated. A charge of \$200.00 per hour will apply for extra labor outside standard installation procedures or deviation from original signed contract unless otherwise stated prior to installation. \$200.00 per hour charge will apply towards, but not limited to, tree/brush trimming and/or clearing, rock removal, dirt removal or re-location, grass mowing, weed trimming, and fence removal. A charge of \$250.00 will apply if additional trips to jobsite outside of normal conditions are necessary for additional customer-driven requirements.

No changes in measurements, location of lines, or conditions will be allowed without being mutually agreed upon, in writing, at the time of any changes.

Round Rail fences are built out of Douglas Fir log. Douglas Fir is the most common wood used for round rail fences. Douglas Fir will crack. Posts and rails may have splits "cracks" which are normal and are considered to be good condition material. Any permanent markings of post, such as painting post, will be considered vandalism to the property of Owasso Fence Company and payment of damaged material will be expected. By signing contract, you are giving Owasso Fence the right (permission) to remove the Fence and Materials from your property in the event of payment failure.

Cedar wood used in privacy fences will be rough. Splinters, cracks, and knot holes are common for cedar wood. Our warranty does not cover splinters, cracks, knot holes, and/or the bottom 8 inches of all pickets. All wood material measurements are nominal.

Wood privacy double-drive gates constructed of all wood frame and posts are not covered by warranty, regardless of width. Standard 4 foot opening walk-gates are warranted for a period of one (1) year. Wood posts on privacy fences are not covered by warranty.

Owasso Fence assumes no responsibility to comply with local neighborhood covenants, bylaws, etcetera regarding fence types, fence erection, and location of fence lines. It is the responsibility of the customer to inform Owasso Fence of any covenants or bylaws regarding fence erection and location of fence line. In the event of property pins being absent, the placement of the fence line shall be the responsibility of the customer. Location of well and pool lines, private electric lines, or any private underground utilities shall be clearly marked by customer. Any damage to private utilities, including sprinkler lines or heads shall be repaired by customer at customer's expense.

Jobs are scheduled "first come, first serve" basis upon receipt of down payment and availability of materials. Scheduled dates are tentative depending on weather conditions.

YOU ARE HEREBY NOTIFIED THAT ANY PERSON PERFORMING LABOR ON YOUR PROPERTY OR FURNISHING MATERIALS FOR THE CONSTRUCTION, REPAIR, OR IMPROVEMENT OF YOUR PROPERTY WILL BE ENTITLED TO A LIEN AGAINST YOUR PROPERTY IF HE IS NOT PAID IN FULL, EVEN THOUGH YOU MAY HAVE PAID THE FULL CONTRACT PRICE TO YOUR CONTRACTOR. THIS COULD RESULT IN YOUR PAYING FOR LABOR AND MATERIALS TWICE. THIS LIEN CAN BE ENFORCED BY THE SALE OF YOUR PROPERTY. TO AVOID THIS RESULT, YOU MAY DEMAND FROM YOUR CONTRACTOR LIEN WAIVERS FROM ALL PERSONS PERFORMING LABOR OR FURNISHING MATERIALS FOR THE WORK ON YOUR PROPERTY. YOU MAY WITHHOLD PAYMENT TO THE CONTRACTOR IN THE AMOUNT OF ANY UNPAID CLAIMS FOR LABOR OR MATERIALS. YOU ALSO HAVE THE RIGHT TO DEMAND FROM YOUR CONTRACTOR A COMPLETE LIST OF ALL LABORERS AND MATERIAL SUPPLIERS UNDER YOUR CONTRACT, AND THE RIGHT TO DETERMINE FROM THEM IF THEY HAVE BEEN PAID FOR LABOR PERFORMED AND MATERIALS FURNISHED.

## **What to Expect After Signing Contract**

We would like to thank you for choosing Owasso Fence Company for your fence project. We look forward to serving you and giving you a high quality product.

### **Scheduling**

*We schedule on a first come, first serve basis. Scheduling is based on date of contract/down payment. We do not give out specific dates in advance due to all of the possible unforeseen circumstances (weather, rock, job difficulties, sick employees, etc.) We can give you a good estimated time frame on your project and we will call you the day before we start when we know for sure that we will be there. We encourage you to call the office for updates.*

### **Job**

*The majority of jobs will be a three day process. The first day we will do any tear out and removal of old fence (if applicable) and set the posts. The second day we will allow the concrete to cure. The third day we will come back and finish the job. Some smaller jobs may be done in one day and some larger jobs may take more than three days. Please consult your salesperson or the office to get a good estimate on how many days your job should take. Owasso fence provides complimentary 12' X 12' dog kennels if needed; please let us know prior to starting your project.*

### **Payment**

*Our office will contact you a day or two after your project is completed to make sure everything is satisfactory with your fence. We will send a final invoice over at this time. Prompt payment is appreciated.*

Please contact our office at 918-272-5555 or your salesperson from 8am-5pm if you have any questions or concerns regarding your project. We are here to serve you and ensure that you are educated in this process.

TELEPHONE  
(918) 272-5555  
FAX 274-3787



MAILING ADDRESS  
P.O. BOX 1585  
OWASSO, OK 74055

www.owassofence.com

Certified Minority Business

<b>CUSTOMER:</b> Bartlesville Police Department - Rocky	<b>SALESMAN:</b> Freeman	<b>DATE:</b> 10/5/2023
<b>ADDRESS:</b> 615 S Johnstone Ave	<b>PHONE:</b> 918-338-4010	<b>CELL:</b>
<b>CITY:</b> Barlesville	<b>STATE:</b> OK	<b>ZIP:</b> 74003
<b>EMAIL:</b> <a href="mailto:rrbevard@cityofbartlesville.org">rrbevard@cityofbartlesville.org</a>		

We propose to install materials listed below in a workman like manner. The proposal price is given with agreement that when signed by the purchaser and Owasso Fence Co. Representative, and accepted by Owasso Fence Co. management, this proposal becomes a contract, binding on both purchaser and Owasso Fence Co. Any Changes to this contract must be accompanied by a Contract Change Order.

**NOTE: Owasso Fence Co. liability insurance will NOT cover underground facilities. Therefore, DAMAGE TO ANY UNDERGROUND SPRINKLER LINES, SEPTIC LINES OR PRIVATE FACILITES SHALL BE REPAIRED BY THE HOME OWNER NOT OWASSO FENCE.**

*Owasso Fence issues a standard 1-year warranty on the fences we install excluding Privacy Wood posts.*

**Acts of Abuse and/or Acts of God are not covered by warranty.**

Installation shall abide by Industry Standards. An Additional charge of \$450.00 per day will be applied to final bill if jackhammer, rock bar or additional labor is needed/require to bore out rock or roots in the post holes, i.e. "Rock Charge."

Safety is a great concern to Owasso Fence. All operated gates shall have (2) warning signs on each side plus (2) safety devices; (1) installed by the mfg. in the motor and the second installed by Owasso Fence. All ornamental swing gates shall have a flush bottom, no extended pickets at bottom. On the slide gates, these shall be a minimum of three safety devices; across opening as well as the tail section for its reverse travel. All ornamental picket slide gates shall have a wire mesh installed the length of the gate, up to 6' tall, and on the fence that is next to the side gate. These safety features are required to be installed. **NO ELECTRIC IS INCLUDED IN THIS QUOTE UNLESS OTHERWISE NOTED.**

Install ~188' of 6' tall black chain link.

Install (2) 24' cantilever entry gates.

Install (1) Liftmaster CSL24ul operators.

Run and install ~275' of conduit and wire.

Fence will be constructed using 3" terminal posts and 2" line posts all set in premixed concrete.

Top rail will be 1 5/8" diameter, and we will install 9ga black chain link and tension wire.

We will have to core drill for the footings.

Install (2) 24' black cantilever entry gates. Gates will be hung off of 4" schedule 40 posts set deep in premixed concrete.

Install Liftmaster operator to function seamlessly with Honeywell Access control system.

We will install all conduit, safety/free exit loops, and keypad system.

All programming and tie in to the access system and the building will be done by customer.

Prior to install we will walk-through the details.

**TOTAL \$ 29,986.00**

**DEPOSIT \$ 0.00**

**BALANCE \$ 29,986.00**

**CONTRACT**

**ACCEPTANCE OF CONTRACT:** THE ABOVE PRICES AND CONDITIONS ARE SATISFACTORY AND ARE HERBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

This contract is not subject to cancellation after three (3) days of signing. It is agreed that the Purchaser will clear all lines for construction and will clearly mark all such places and lines for construction that are not public facility lines. It is further agreed that the installation shall be conducted at company convience.

I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS CONTRACT (FRONT AND BACK) AND I, (PURCHASER), AGREE TO PAY THE BALANCE OF \$ \_\_\_\_\_ UPON COMPLETION OF JOB.

Warranty is void if the balance is not paid within 10 business days upon substantial completion of job.

**Price subject to change after 30 days.**

DATE OF ACCEPTANCE

CUSTOMER SIGNATURE

COMPANY REPRESENTATIVE

---

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

Discuss and take possible action to approve a contract with PioneerDream Inc. for the development and production of six videos relating to the City of Bartlesville NEXT Strategic Plan.

Attachments:

Services agreement

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

Adopted by the City Council in March, the City of Bartlesville Strategic Plan, Bartlesville NEXT, outlines goals and objectives for City departments and staff through 2025. Work to accomplish the objectives identified in the plan has been ongoing since its adoption, and staff makes every effort to share information with the public via the City's website, newsletter, and social media platforms.

During the planning stages of the Bartlesville NEXT project, which took place in the spring of 2022, consultant Mejorando Group recommended the City consider utilizing video as a highly effective way to help educate and inform the public of the purpose and the concept of the strategic plan. Following final adoption of the plan earlier this year, staff reached out to PioneerDream Inc., a full-service creative/video production team located in Bartlesville, to discuss the project.

Based on consultations with the PioneerDream team, staff is recommending approval of a contract for the company to provide content development and video production of:

- Five (5) 90-second topical videos, primarily for social media and City Beat
- One (1) 4-5 minute general video, primarily for in-person presentations and City website

All six videos will also be available on the City's website and easily accessible to local residents, potential residents, and non-residents interested in our city.

The proposed cost for the development, shooting, editing and mastering of all six videos is \$21,500. This rate is provided by the company for non-profit entities and may be paid in three installments of \$7,167.

## **III. BUDGET IMPACT**

This project will have a budget impact of \$21,500. Funding is available through the General Fund as a budgeted Strategic Plan Initiative.

## **IV. RECOMMENDED ACTION**

Staff recommends approval of the proposed agreement with PioneerDream Inc. for the development and production of six videos as described above.



**TO:** City of Bartlesville  
ATTN: Kelli Williams

**FROM:** Jay Webster  
PioneerDream, Inc.

**RE:** Next Project – 2023

10/10/23

---

**PioneerDream** agrees to produce 5 x 90sec. topical videos + 1 x 4-5 minute general video for the **Bartlesville NEXT Strategic Plan project**. PioneerDream will work in conjunction with **City of Bartlesville** to oversee content development, video shooting, editing, and video mastering.

**PioneerDream** agrees to provide all video production services for this project at the discounted, non-profit “friends” cost of \$21,500. This estimate includes pre-production coordination/production cost for shoot days + post-production for the 6 videos. Our normal billing policy requires all projects of this length be paid in three installments; a one third project deposit of (\$7167) at the signing of the contract (Oct.) - one payment of (\$7167) during the production (video shooting) and a final payment of (\$7167) upon receipt and approval of the video deliverables (projected in December).

**PioneerDream** is committed to the satisfaction of our clients. We will work with **City of Bartlesville** to make these video projects the most effective pieces they can be. The first 4 hours of changes/adjustments are included - after that changes will be approved in advance via the client and billed at a discounted non-profit “friends” rate of \$75.00 per editing hour.

On behalf of **PioneerDream**, thank you for choosing our services. We are truly excited to have this opportunity to work with **City of Bartlesville** on the completion of these videos for the **Bartlesville NEXT Strategic Plan project**. We look forward to helping you create them! Thank you.

---

City of Bartlesville

Date

---

PioneerDream

Date



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

Lease T-hangar unit 110 to Rick A Boswell for aircraft storage at the Bartlesville Municipal Airport.

Attachments:

Rick Boswell- T-Hangar 110 Lease agreement.

**II. STAFF COMMENTS AND ANALYSIS**

Lease rate \$203 monthly

**III. BUDGET IMPACT**

NA

**IV. RECOMMENDED ACTION**

Staff recommends entering into a lease with Rick A Boswell for aircraft storage in T-Hangar 110.

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

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

**RECITALS:**

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

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

**WITNESSETH:**

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

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

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

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

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

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

4. Rent. Lessee, in consideration of the mutual promises and covenants contained in this Agreement, does covenant and agree with the City of Bartlesville to pay its rent for said leased property in the sum of Two Hundred Three and NO/100 Dollars (\$203.00) per calendar month. All such payments shall be made to Lessor, at the following address:

City of Bartlesville  
401 S Johnstone  
Bartlesville, OK 74003

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. Utilities. Lessee understands that the only utility provided is electric to the Leased Premises.

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

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

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

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

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

Lessee: Rick A Boswell  
2324 Mountain Dr.  
Bartlesville, OK 74003

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

**(SIGNATURES ON FOLLOWING PAGE)**

**LESSOR:**

CITY OF BARTLESVILLE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Mayor, City of Bartlesville

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

ATTEST:

\_\_\_\_\_  
City Clerk  
APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
City Attorney

**LESSEE:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**Exhibit "A"**  
**(Description of Leased Premises)**

**T- Hangar #110 located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.**

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

Discuss and take action to continue service with the Zero Card

Attachments:

Addendum to the Zero Card Service Fee in Administrative Services Agreement

**II. STAFF COMMENTS AND ANALYSIS**

On June 19, 2018, the City Council signed an agreement with the Zero Card to provide an optional employee benefit for any City employee enrolled in the City's medical insurance plan. The Zero Card offers discounted costs for services such as surgeries, lab work, x-rays, and advanced imaging (CT, MRI, and Ultrasounds) and many other services. When the employee uses the Zero Card, our health plan pays 100% of the charges for the service coordinated through the Zero Card. The employee does not pay deductibles, copays or coinsurance. The employee or their family gets the care they need and always pay \$0.

The Zero Card directly contracts with providers and the City sees a greatly reduced cost for services. Both the City saves money for the benefits provided and the employees and their families receive these services at no cost. A significant win for both the City and our employees. This has been considered one of our best and most popular benefits amongst our employees.

Currently and since inception, the City's administrative fee to the Zero Card was 15% of paid claims. The Zero Card increased their fee to 20% in January 2022 for all new clients but the City of Bartlesville was able to hold the fee at 15% for another two years. The Zero Card is currently transitioning all clients to 20% effective January 2024.

This agreement was vetted and approved by Hub International, the City's benefit consultants. This agreement was also reviewed and approved as to form by City Attorney Jess Kane.

**III. BUDGET IMPACT**

The budget impact will be an increase in administrative services fees increasing the fee from 15% to 20%.

**IV. RECOMMENDED ACTION**

Staff recommends approval and execution of agreement with the Zero Card.





addendum\_zero\_08232023

## Addendum to The Zero Card Service Fee in Administrative Services Agreement

This Addendum to the Administrative Services Agreement is made and entered into on 11-06-2023 (the "Effective Date") between City of Bartlesville ("Client") and The Zero Card, Inc. ("Consultant"), a Delaware Corporation headquartered at 100 S Cincinnati, Suite 503 Tulsa, OK, 74103. NOW THEREFORE, in consideration of the mutual promises herein, the parties, intending to be legally bound, hereby agree that the following constitutes additional terms and conditions of the stated contract.

This Agreement amends and modifies the Service Fee in Exhibit 1 of the Administrative Services Agreement dated 6/25/2018 made and entered into by the Client and The Zero Card hereto as follows:

- Effective 1/1/2024 the Client will pay a 20% Service Fee of paid claims to Consultant to be funded weekly through claims account on file or other previously agreed upon payment method
- Term of Addendum is two years

All other provisions of the Administrative Services Agreement remain in full force and effect, other than any provision that conflicts with the terms and spirit of this Agreement, which shall be deemed to be amended appropriately in order to be consistent with this Agreement.

Notwithstanding any other provision of this agreement, the parties acknowledge and agree that the funds to be paid by the Client under the terms of this Agreement will be available only as appropriated on a fiscal year to fiscal year basis by properly constituted legal authority. In the event that the Client determines that sufficient funds have not been appropriated to make the payments required under the terms of this agreement, the obligations of the Client under this Agreement shall terminate. In such event, the Client shall give prompt written notice of termination to Consultant.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Effective Date.

Client

The Zero Card Inc.

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

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

Name: Dale Copeland

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

Title: MAYOR

Title: \_\_\_\_\_

Date: 11-06-2023

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

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

Discuss and take action to continue service with Training Network.

Attachments:

Master Services Agreement with Training Network

**II. STAFF COMMENTS AND ANALYSIS**

On October 3, 2016, the City Council entered into an agreement with the Johanson Group to complete a compensation and wage study on all non-uniformed positions at the City of Bartlesville. This agreement with the Johanson Group came with a software called DB Squared. This software contains all of the job descriptions for City of Bartlesville positions. It also calculates job ratings and pay grades for each position. The City has signed renewals and extensions to keep this agreement in place since 2017. Recently, DB Squared owners partnered with the Training Network to provide this software to clients. The agreement is once again up for renewal that will provide the City with the same services through 10/31/2024.

This agreement was reviewed and approved as to form by City Attorney Jess Kane.

**III. BUDGET IMPACT**

The City has budgeted \$4,800 for this software annually. The cost will remain the same with this renewal.

**IV. RECOMMENDED ACTION**

Staff recommends approval and execution of agreement with Training Network.

## MASTER SERVICES AGREEMENT

This Master SaaS and Services Agreement (this "**Agreement**") is entered into by and between Training Network, LLC., ("**Training Network**") with a place of business at 6801 Pleasant Pines Dr Ste 103, Raleigh, NC 27613, and **City of Bartlesville** ("**Customer**") having its principal place of business at 401 S Johnstone Ave., Bartlesville, OK 74003. Training Network and Customer are sometimes referred to jointly as the "parties" or singularly as a "party."

### RECITALS

**WHEREAS**, Customer desires to obtain access to the Services with respect to certain of its information technology needs; and Training Network wishes to provide the Services to Customer, each on the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### 1. **SERVICES**

1.1 Purpose. This Agreement sets forth the terms and conditions under which Training Network agrees to provide certain hosted "software as a service" ("**Subscription Services**") for certain software applications (each such application together with any applicable documentation thereto, and programming and user interfaces therefor, a "**Platform**") to Authorized Users. All other implementation services, customization, integration, data import and export, monitoring, technical support, maintenance, training, backup and recovery, and change management ("**Professional Services**", and together with Subscription Services, the "**Services**") related to Customer's access to, and use of, such Subscription Services and each Platform, as further set forth on each statement of services ("**Statement of Work**") issued hereunder (Order Forms and Statements of Professional Services are sometimes referred to jointly as a "**Statement of Services**").

1.2 The Services: Access and Use License. Subject to the terms and conditions of this Agreement, during the Term, Training Network shall use commercially reasonable efforts to provide (i) Customer and Authorized Users access to each Platform, and (ii) Customer the Professional Services. Subject to the terms and conditions of this Agreement, during the Term, Training Network hereby grants Customer and Authorized Users a non-exclusive, non-sublicensable, non-transferable, worldwide license to access and use each Platform, solely for internal business purposes as set forth herein.

1.3 Subscription Services. Each applicable Statement of Work shall specify and further describe the Subscription Services to be provided in accordance with the representations and warranties set forth herein, and shall identify, each applicable Platform, user limitations, fees, subscription term and other applicable terms and conditions.

1.4 Professional Services. Each applicable Statement of Work shall specify and further describe the Professional Services to be provided in accordance with the representations and warranties set forth herein, and may, but need not, include, the Professional Services offered, limitations, milestones, fees, term and other applicable terms and conditions.

1.5 Changes to Platform. Training Network may, in its sole discretion, make any changes to any Platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Training Network's products or services to its customers, (b) the competitive strength of, or market for, Training Network's products or services, (c) such Platform's cost efficiency or performance, or (ii) to comply with applicable law.

## 2. PLATFORM ACCESS AND AUTHORIZED USER

2.1 Administrative Users. During the configuration and set-up process for each Platform, Customer will identify an administrative user name and password for Customer's Training Network account. Training Network reserves the right to refuse registration of, or cancel user names it deems inappropriate.

2.2 Authorized Users. Customer may allow such number of Customer's employees and/or independent contractors as is indicated on an Order Form to use the applicable Platform on behalf of Customer as "**Customer Users**."

2.3 Authorized User Conditions to Use. As a condition to access and use of a Platform, (i) each Authorized User shall agree to abide by the terms of Training Network's end-user terms of use which it may adopt from time to time, (ii) Customer Users shall agree to abide by the terms of this Agreement, or a subset hereof, and (iii) Vendor Users shall agree to abide by the terms of the then-current Training Network Vendor Terms of Service applicable to such Platform, and, in each case, Customer shall ensure such compliance. Customer shall immediately notify Training Network of any violation of the terms of any of the foregoing by any Authorized User upon becoming aware of such violation, and shall be liable for any breach of the foregoing agreements by any Authorized User.

2.4 Account Responsibility. Customer will be responsible for (i) all uses of any account that Customer has access to, whether or not Customer has authorized the particular use or user, and regardless of Customer's knowledge of such use, and (ii) securing its Training Network account, passwords (including but not limited to administrative and user passwords) and files. Training Network is not responsible for any losses, damages, costs, expenses or claims that result from stolen or lost passwords.

## 3. ADDITIONAL RESTRICTIONS AND RESPONSIBILITIES

3.1 Software Restrictions. Customer will not, nor permit or encourage any third party to, directly or indirectly (i) reverse engineer, decompile, disassemble or otherwise attempt to discover or derive the source code, object code or underlying structure, ideas, know-how or algorithms relevant to a Platform or any software, documentation or data related to a Platform ("**Software**"); (ii) modify, translate, or create derivative works based on a Platform or any Software; (iii) use a Platform or any Software for timesharing or service bureau purposes or other computer service to a third party; (iv) modify, remove or obstruct any proprietary notices or labels; or (v) use any Software or a Platform in any manner to assist or take part in the development, marketing or sale of a product potentially competitive with such Software or Platform. For the avoidance of doubt, Software and the Services, including all user-visible aspects of the Services, are the Confidential Information of Training Network, and Customer will comply with Section 4 with respect thereto.

3.2 Cooperation. Customer shall provide all cooperation and assistance as Training Network may reasonably request to enable Training Network to exercise its rights and perform its obligations under, and in connection with, this Agreement, including providing Training Network with such access to Customer's premises and its information technology infrastructure as is necessary for Training Network to perform the Services in accordance with this Agreement.

3.3 Training and Education. Customer shall use commercially reasonable efforts to cause Customer Users to be, at all times, educated and trained in the proper use and operation of each Platform such Customer Users utilize, and to ensure that each Platform is used in accordance with applicable manuals, instructions, specifications and documentation provided by Training Network from time to time.

3.4 Customer Systems. Customer shall be responsible for obtaining and maintaining—both the functionality and security of—any equipment and ancillary services needed to connect to, access or otherwise use each Platform, including modems, hardware, servers, software, operating systems,

networking, web servers and the like.

**3.5 Restrictions on Export.** Customer may not remove or export from the United States or allow the export or re-export of the Software or anything related to a Platform, Software or Services, or any direct product thereof in violation of any restrictions, laws or regulations of any United States or foreign agency or authority.

**3.6 DFARS.** Software, each Platform and the Services and any documentation provided by Training Network are deemed to be "commercial computer software" and "commercial computer software documentation" pursuant to Defense Federal Acquisition Regulation Supplement, codified under Chapter 2 of Title 48, United States Code of Federal Regulations, Section 227.7202, and Federal Acquisition Regulation, codified in Title 48 of the United States Code of Federal Regulations, Section 12.12. Any use, modification, reproduction, release, performance, display, or disclosure of the Software or documentation by the United States Government is governed solely by this Agreement and is prohibited except to the extent expressly permitted by this Agreement.

#### **4. CONFIDENTIALITY**

**4.1 Confidential Information.** Each party (the "**Receiving Party**") understands that the other party (the "**Disclosing Party**") has been, and may be, exposed to or acquired business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Confidential Information**"). Confidential Information of Training Network includes non-public information regarding features, functionality and performance of each Platform and Software. Confidential Information of Customer includes non-public data provided by Customer to Training Network to enable the provision of access to, and use of, the Services as well as all content, data and information recorded and stored by each Platform for Customer ("**Customer Data**"). The terms and conditions of this Agreement, including all pricing and related metrics, are Training Network's Confidential Information.

**4.2 Exceptions.** Notwithstanding anything to the contrary contained herein, Confidential Information shall not include any information that the Receiving Party can document (i) is or becomes generally available to the public, (ii) was in its possession or known by it prior to receipt from the Disclosing Party, (iii) was rightfully disclosed to it without restriction by a third party, or (iv) was independently developed without use of any Confidential Information of the Disclosing Party.

**4.3 Non-use and Non-disclosure.** With respect to Confidential Information of the Disclosing Party, the Receiving Party agrees to: (i) use the same degree of care to protect the confidentiality, and prevent the unauthorized use or disclosure, of such Confidential Information it uses to protect its own proprietary and confidential information of like nature, which shall not be less than a reasonable degree of care, (ii) hold all such Confidential Information in strict confidence and not use, sell, copy, transfer reproduce, or divulge such Confidential Information to any third party, and (iii) not use such Confidential Information for any purposes whatsoever other than the performance of, or as otherwise authorized by, this Agreement.

**4.4 Compelled Disclosure.** Notwithstanding Section 4.3, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent necessary to comply with a court order, the Oklahoma Open Records Act or other applicable law.

**4.5 Remedies for Breach of Obligation of Confidentiality.** The Receiving Party acknowledges that breach of its obligation of confidentiality may cause irreparable harm to the Disclosing Party for which the Disclosing Party may not be fully or adequately compensated by recovery of monetary damages. Accordingly, in the event of any violation, or threatened violation, by the Receiving Party of its obligations under this Section, the Disclosing Party shall be entitled to seek injunctive relief from a court of competent jurisdiction in addition to any other remedy that may be available at law or in equity, without the necessity of posting bond or proving actual damages.

## 5. PROPRIETARY RIGHTS

5.1 Ownership. Customer shall own all right, title and interest in and to the Customer Data. Training Network shall own and retain all right, title and interest in and to (i) each Platform, Software and the Services and all improvements, enhancements or modifications thereto, (ii) any software, applications, inventions or other technology developed in connection with the Services, and (iii) all intellectual property and proprietary rights in and related to any of the foregoing (collectively, "**Services IP**"). To the extent Customer acquires any right, title or interest in any Services IP, Customer hereby assigns all of its right, title and interest in such Services IP to Training Network.

5.2 No Other Rights. No rights or licenses are granted except as expressly set forth herein.

## 6. FEES & PAYMENT

6.1 Fees. Customer will pay Training Network the then-applicable fees described in a Statement of Work, as applicable, in accordance with the terms set forth therein ("**Fees**"), including, for the avoidance of doubt, any fees incurred through Customer's use of a Platform exceeding a services capacity parameter specified on an Order.

6.2 Renewal Fees. Upon the commencement of each Renewal Term, Customer shall be liable to Training Network for payment of a Renewal Fee. Each "**Renewal Fee**" shall be based on previous term and may change based on previous term usage or Training Network rate change. Renewal Fees will be quoted at least thirty (30) days prior to renewal date.

6.3 Payment. Training Network may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Training Network within thirty (30) days. Payment of invoices may be due prior to service in accordance with terms described in the Statement of Work. In addition to any other remedies available, Training Network may suspend Services in the event of payment delinquency.

6.4 Notwithstanding any other provision of this agreement, the parties acknowledge and agree that the funds to be paid by the Customer under the terms of this Agreement will be available only as appropriated on a fiscal year to fiscal year basis by properly constituted legal authority. In the event that the Customer determines that sufficient funds have not been appropriated to make the payments required under the terms of this agreement, the obligations of the Customer under this Agreement shall terminate. In such event, the Customer shall give prompt written notice of termination to Training Network.

## 7. TERM AND TERMINATION

7.1 Term. This Agreement shall remain in effect until its termination as provided below (the "**Term**"). The term of each Statement of Services shall begin on the applicable "Services Effective Date" and continue for the "Service Term," in each case as specified in such Statement of Services. This Agreement renews automatically for the same period on the same terms and conditions set forth herein unless otherwise both parties update the contract or terminate the contract. Notwithstanding any expiration or termination, this Agreement will be deemed to continue in force as long as any Statement of Work executed hereunder remains in force.

7.2 Termination. Training Network may terminate this Agreement upon written notice to Customer if no Statement of Services is in effect. Either party may terminate this Agreement or any Statement of Work in the event of a material breach by the other party of any of the terms of this Agreement and/or the applicable Statement of Work, which breach remains uncured for thirty (30) days following the breaching party's receipt of notice thereof from the other party.

7.3 Effect of Termination. Upon termination of the Agreement, each outstanding Statement of Services, if any, shall terminate and Customer shall immediately cease all use of, and all access to, the Subscription Services and Training Network shall immediately cease providing the Professional Services.

7.4 Survival. Sections [3.1, 4–6, 7.2, 7.4, and 9–17] shall survive any termination or expiration of this Agreement. All other rights and obligations shall be of no further force or effect.

## 8. **WARRANTY AND DISCLAIMER**

8.1 Warranties. Training Network represents and warrants that it will perform the Professional Services in a professional and workmanlike manner. Each party represents and warrants that it has the legal power to enter into this Agreement. Additionally, Customer warrants that (i) Customer owns or has a license to use and has obtained all consents and approvals necessary for the provision and use of all of the Customer Data that is placed on, transmitted via or recorded by a Platform and the Services; (ii) the provision and use of Customer Data as contemplated by this Agreement and each Platform and the Services does not and shall not violate any Customer's privacy policy, terms-of-use or other agreement to which Customer is a party or any law or regulation to which Customer is subject to; and (iii) no Customer Data will include social security numbers or other government-issued identification numbers, financial account numbers, credit card or debit card numbers, credit report information or other personal financial information, health or medical information or other information that is subject to international, federal, state, or local laws or ordinances now or hereafter enacted regarding data protection or privacy, including, but not limited to, the Health Insurance Portability and Accountability Act, the Health Information Technology for Economic and Clinical Health Act, the Fair Credit Reporting Act, the Children's Online Privacy Protection Act and the Gramm-Leach-Bliley Act.

8.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN A STATEMENT OF SERVICE, TRAINING NETWORK DOES NOT WARRANT THAT ACCESS TO THE PLATFORMS, SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES TRAINING NETWORK MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. FURTHER, TRAINING NETWORK MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO SERVICES PROVIDED BY THIRD PARTY TECHNOLOGY SERVICE PROVIDERS RELATING TO OR SUPPORTING A PLATFORM, INCLUDING HOSTING AND MAINTENANCE SERVICES, AND ANY CLAIM OF CUSTOMER ARISING FROM OR RELATING TO SUCH SERVICES SHALL, AS BETWEEN TRAINING NETWORK AND SUCH SERVICE PROVIDER, BE SOLELY AGAINST SUCH SERVICE PROVIDER. THE PLATFORMS, SOFTWARE AND SERVICES ARE PROVIDED "AS IS," AND TRAINING NETWORK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## 9. **INDEMNITY**

9.1 Indemnification by Training Network. Training Network will defend Customer against any claim, suit, demand, or action made or brought against Customer by a third party alleging that the Services, or Customer's use or access thereof in accordance with this Agreement, infringes any intellectual property rights of such third party, and will indemnify and hold harmless Customer from any damages, losses, liabilities, costs and fees (including reasonable attorney's fees) finally awarded against Customer in connection with or in settlement of any such claim, suit, demand, or action. The foregoing obligations do not apply with respect to portions or components of any Platform or Service (i) not supplied by Training Network, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery, or granting of access, by Training Network, (iv) combined with other products, processes



or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Services is not strictly in accordance with this Agreement. If, due to a claim of infringement, a Platform is held by a court of competent jurisdiction to be or is believed by Training Network to be infringing, Training Network may, at its option and expense (a) replace or modify such Platform to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using such Platform, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for such Platform. This Section states Customer's sole and exclusive remedies for claims of infringement.

#### **10. LIMITATION OF LIABILITY**

IN NO EVENT SHALL (I) EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY EXCEED IN THE AGGREGATE THE TOTAL FEES PAID OR OWED BY CUSTOMER AND VENDORS HEREUNDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM (SUCH AMOUNT BEING INTENDED AS A CUMULATIVE CAP AND NOT PER INCIDENT), AND (II) EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS AND DISCLAIMERS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

#### **11. GOVERNING LAW AND DISPUTE RESOLUTION**

This Agreement is governed in all respects by the laws of the State of North Carolina, without giving effect to its rules relating to conflict of laws. Neither any adoption of the Uniform Computer Information Transactions Act nor the U.N. Convention on the International Sale of Goods applies to this Agreement or to the rights or duties of the parties under this Agreement.

#### **12. SECURITY**

Training Network may, from time to time, host and/or maintain a Platform using a third party technology service provider and Customer acknowledges that Training Network cannot offer any additional or modified procedures other than those put in place by such technology provider with respect to such technology service.

#### **13. PUBLICITY**

Customer agrees that Training Network may identify Customer as a customer and use Customer's logo and trademark in Training Network's promotional materials. Customer may request that Training Network stop doing so by submitting an email to [sales@trainingnetwork.com](mailto:sales@trainingnetwork.com) at any time. Customer acknowledges that it may take Training Network up to 30 days to process such request. Notwithstanding anything herein to the contrary, Customer acknowledges that Training Network may disclose the existence and terms and conditions of this Agreement to its advisors, actual and potential sources of financing and to third parties for purposes of due diligence.

#### **14. NOTICES**

All notices, consents, and other communications between the parties under or regarding this Agreement must be in writing (which includes email and facsimile) and be addressed according to information

provided on a Statement of Work.

#### **15. FORCE MAJEURE**

Training Network is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Customer or any Authorized User.

#### **16. ASSIGNMENT**

Neither party may assign this Agreement to any third party without the prior written consent of the other; provided that no consent is required in connection with an assignment to an affiliate or in connection with any merger, reorganization, consolidation, sale of assets or similar transaction. Training Network may sublicense any or all of its obligations hereunder. For the avoidance of doubt, a third party technology provider that provides features or functionality in connection with a Platform shall not be deemed a sublicensee under this Agreement.

#### **17. GENERAL PROVISIONS**

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement, together with each Statement of Services entered into hereunder and all exhibits, annexes and addenda hereto and thereto is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement, and neither party has authority of any kind to bind the other party in any respect whatsoever. In the event of a conflict between this Agreement and any Statement of Services, such Statement of Services shall prevail unless otherwise expressly indicated in this Agreement or such Statement of Services. The heading references herein are for convenience purposes only and shall not be deemed to limit or affect any of the provisions hereof. Unless otherwise indicated to the contrary herein by the context or use thereof: (i) the words "hereof," "hereby," "herein," "hereto," and "hereunder" and words of similar import shall refer to this Agreement as a whole and not to any particular Section or paragraph of this Agreement; (ii) the words "include," "includes" or "including" are deemed to be followed by the words "without limitation;" (iii) references to a "Section" or "Exhibit" are references to a section of, or exhibit to this Agreement; and (iv) derivative forms of defined terms will have correlative meanings.

**IN WITNESS WHEREOF**, the parties have each caused this Agreement to be signed and delivered by its duly authorized representative, all as of the date first set forth above.

**Signatures:**

**City of Bartlesville**

**Training Network, LLC.**

By: \_\_\_\_\_  
Name: Dale Copeland  
Title: Mayor  
Date: 11-06-2023

By: \_\_\_\_\_  
Name: Terrica Nelson  
Title: Finance and Operations Manager  
Date: \_\_\_\_\_

**STATEMENT OF WORK (SOW)**

**DBCompensation™ SOFTWARE** Statement of work relates to the following product:

- |                             |                          |
|-----------------------------|--------------------------|
| a. Product Name:            | DBCompensation™ SOFTWARE |
| b. Subscription Start Date: | 11/1/2023                |
| c. Subscription End Date:   | 10/31/2024               |
| d. Subscription Amount:     | \$4,800.00               |
| e. Subscription Type:       | License                  |
| f. Payment Type:            | Monthly                  |
| g. Unit Payment Amount:     | \$400 per month          |

**Additional Agreement:**

- Training provided to CUSTOMER at no additional cost shall be **up to 2 Hours** and be provided via Internet connection.
- **Optional JER HR GROUP CONSULTING FEE** shall be **\$180 per hour** and due upon invoice of services provided
- DBCompensation™ SOFTWARE Subscription and Support Fee. The Software Subscription and Support Fee is based on the EMPLOYEE COUNT RANGE specified in the above section and is a one-time fee due and payable at the signing of this AGREEMENT or a monthly fee due payable at the beginning of each month over the term of this agreement. This fee is non-refundable.

**Additional Product Information related to this SOW**

- "DBCompensation™ SOFTWARE" means the object code version of the JOB EVALUATION AND SALARY ADMINISTRATION MODULE with a perpetual license secured by TRAINING NETWORK, LLC. All rights reserved), any UPDATES and UPGRADES thereto, and any related user guides, instructions, and reference materials provided to CUSTOMER
- "DBCompensation™ METHODOLOGY" means a methodology developed for the purpose of prescribing the process and structure for fairly and equitably determining job classification salary ranges and employee pay rates. The DBCompensation™ METHODOLOGY is proprietary to JER HR Group and the TRAINING NETWORK.
- Ownership of DBCompensation™ SOFTWARE and DBCompensation™ METHODOLOGY. The DBCompensation™ SOFTWARE and DBCompensation™ METHODOLOGY are owned by JER HR GROUP AND TRAINING NETWORK and/or its affiliates. This AGREEMENT does not confer any ownership of the DBCompensation™ SOFTWARE or the DBCompensation™ METHODOLOGY to CUSTOMER.
- "Training Network" markets its products under the brand "Trainery" suite of Human Capital Management (HCM) solutions. DBCompensation™ SOFTWARE a product of Trainery may contain trademarks, logos and links to other websites. Any domain names, URLs, trademarks, logos or any other content appearing on the website or websites that are linked to the DBCompensation™ SOFTWARE, are the sole property of their respective owners.

**Signatures:**

**City of Bartlesville**

**Training Network, LLC.**

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

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

Name: Dale Copeland

Name: Terrica Nelson

Title: Mayor

Title: Finance and Operations Manager

Date: 11-06-2023

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

## I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action on an application by Jerry M. Maddux, Esq. on behalf of Bartlesville Area Habitat for Humanity, Inc. to forgive liens in the amount of \$111.00 plus additional liens on property located at 1539 SW Maple Avenue.

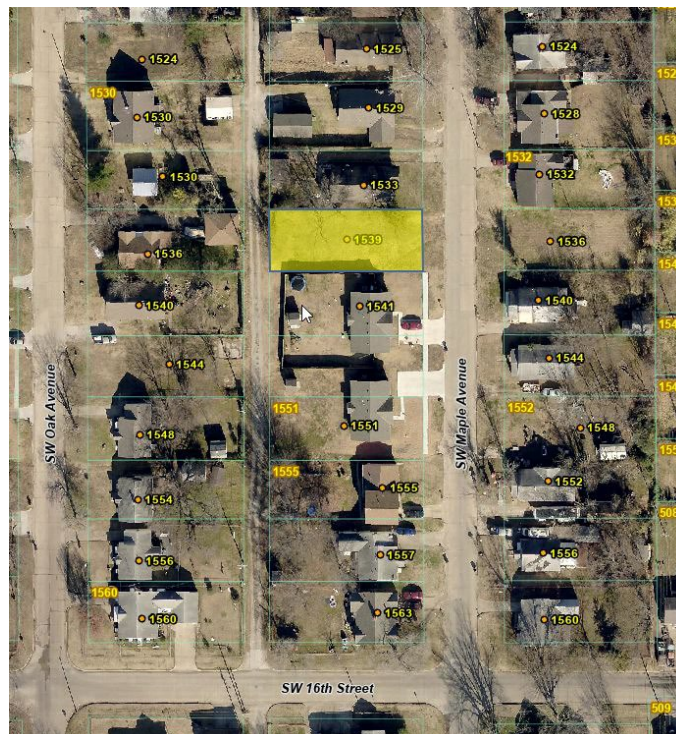
Attachments:

*Application and Request Letter from Habitat for Humanity*

*Recorded Liens and Notices of Lien on 1539 SW Maple Avenue*

## II. STAFF COMMENTS AND ANALYSIS

Jerry M. Maddux, Esq., representing property owner, Bartlesville Area Habitat for Humanity (BAHFH), has requested that the City release its liens totaling in the amount of \$111.00 plus additional liens, on property located at 1539 SW Maple Avenue. This property, legally described as Lot 10, Block 4, Belle Mead Addition, zoned Single-Family Residential RS-5, was acquired by BAHFH on April 29, 2020, from a private party. At the time the property was conveyed, these liens were on the property for the City's costs in mowing and cleaning the property and the removal of a dilapidated structure during the years 1996 to 1999.





**Street View of 1539 SW Maple Ave as of April 2023**

The Bartlesville Area Habitat for Humanity now owns this lot, which is a 50' x 125' foot lot fronting on Maple Avenue. BAHFH has nearly completed construction of a new home on this lot for one partner family.

As the property owner, BAHFH requests that the City of Bartlesville release the liens. This request must go before the City Council for final consideration and action.

### **III. RECOMMENDED ACTION**

Staff recommends approval of this application for the release of liens on this property. BAHFH is a bona fide provider of affordable housing in the community. Providing affordable housing is a municipal public purpose, as indicated in the various strategies stated in the City of Bartlesville Affordable Housing Plan.

Please place this item on the City Council agenda for Monday, November 6, 2023 for its consideration.

**MADDUX, IHRIG, & SHAMHART, PLLC**  
**ATTORNEYS AT LAW**  
**224 E. 4<sup>TH</sup> ST.**  
**BARTLESVILLE, OK 74003**  
**PHONE: 918-214-8040**  
**FAX: 918-214-8042**

**Jerry M. Maddux**  
jerry@mislawoffice.com

**Andrew M. Ihrig**  
dihrig@musselmanabs.com

**Kinder D. Shamhart**  
kinder@mislawoffice.com

October 5, 2023

Greg Collins  
Special Projects Manager  
City of Bartlesville  
401 S. Johnstone Ave  
Bartlesville, OK 74003

Dear Mr. Collins:

We are writing to you on behalf of Bartlesville Habitat for Humanity. We formally request that the City of Bartlesville release all the liens on the enclosed application covering Lot 10 Block 4 Belle Mead Addition to the City of Bartlesville, Washington County, Oklahoma. Bartlesville Habitat for Humanity had no idea of the liens when they purchased the property and the property will now be rehabilitated.

Please present this request to the council on our behalf as soon as possible and let us know the outcome.

Sincerely yours,

MADDUX, IHRIG & SHAMHART, PLLC



Jerry M. Maddux

JMM/hdl  
Enc.





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

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

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

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

**Conditions for application:**

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

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

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

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

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



**CITY LIEN RELEASE / LIEN MODIFICATION APPLICATION**

<b>SUBJECT PROPERTY INFORMATION</b> <i>(all information is required; attach additional sheets if needed)</i>			
Street Address: 1539 SW Maple, Bartlesville, OK 74003		Existing Use(s) on Property: Vacant	Zoning District: RS-5
Parcel ID Number: 010030-004010-000000-01	Tax Assessor's Account #: 7400 09841	Proposed Use(s) on Property: Single Family Residence	Proposed Rezoning: None required
Legal Description <i>(attach additional sheet(s) if needed)</i> : Lot 10, Block 4, Belle Mead Addition to the City of Bartlesville, Washington County, Oklahoma			
Code Violation(s)/Abatement Action(s): Weeds, trash, mowing and cleaning		Dollar Amount of Lien(s)	
<b>APPLICANT INFORMATION</b> <i>(all information is required)</i>			
Property Owner & Applicant Name: Bartlesville Area Habitat for Humanity			
Mailing Address: PO Box 1284			
City, State, Zip Bartlesville, OK 74005			
Telephone: 918-337-0182			
Email: bartlesville.habitat@gmail.com			
<ul style="list-style-type: none"> <li>• Have the violation(s) on the subject property been corrected? Enter "Yes" or "No": <b>Yes</b></li> <li>• Date(s) when the subject property was brought into compliance: <b>April, 2021</b></li> <li>• Were you the property owner, or an agent, representative, or a relative of the owner, at the time the violation occurred and the lien was imposed? Enter "Yes" or "No": <b>No</b></li> <li>• If so, how many days elapsed from the date of the violation notice to the date of compliance? <b>NA</b></li> <li>• If you were not the property owner, or an agent, representative, or a relative of the owner, at the time the violation occurred and the lien was imposed, were you aware of the lien when you acquired the property? Enter "Yes" or "No": <b>No</b></li> <li>• If the property was not in compliance at the time you acquired the property, how many days from the time of acquisition did it take for you to come into compliance? <b>60 days</b></li> </ul>			
Provide the factual basis upon which the application for release of the lien should be granted. <i>(Attach additional sheets if needed)</i> . Applicant is a provider of affordable housing to the community which is a municipal public purpose.			

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

**Reimbursement to City for recording costs** for the original lien(s), plus the release of the lien(s). Costs are due at the time of application, along with \$50 application fee.

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

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

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

**INSPECTION**

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

Applicant's signature below shows consent to such inspections.

**AFFIDAVIT:**

STATE OF OKLAHOMA  
COUNTY OF WASHINGTON

I, Jerry M. Maddux, being first duly sworn, depose and say that:

[check one]:

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

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

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

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

Jerry M. Maddux

**Applicant Name (Print)**

*Jerry M. Maddux*  
**Applicant Signature**

The foregoing instrument was sworn to and subscribed before me this \_\_\_ day of \_\_\_\_\_, 2023, by Jerry M. Maddux, who  is personally known to me, or  has produced \_\_\_\_\_ as identification.

Notary Public: *Halee D. Lawrence*

Printed Name: Halee D. Lawrence



**Office Use Only:**

Received by: *JMC*

Date: 10/5/2023

Date: 5/7/2021

CITY OF BARTLESVILLE  
PLANNING DEPARTMENT  
P. O. BOX 699  
BARTLESVILLE, OK 74005  
918-337-5230

DOC NUMBER 96100279  
BOOK 898  
PAGES 1931 - 1931  
TIME 10:48:00  
FEE 8.00  
11/22/1996  
Betty Sise  
Washington County Clerk  
RECORDED AND FILED

NOTICE OF LIEN

I, the undersigned City Clerk of the City of Bartlesville, do hereby give notice that on 10-7-96, the City Council of the City of Bartlesville, Oklahoma found that the presence of weeds, dead trees, defective sidewalks, and other hazards have become detrimental to the health, safety, or welfare of the general public and the community, or created a fire hazard which is dangerous to other property, said property being described as the following:

Lot 10, Blk 4, Belle Meade  
Bartlesville, Oklahoma, Washington County  
more commonly known as 1539 SW Maple

The City of Bartlesville, Oklahoma claims a lien on said property for the clean up costs and the costs of the action, said costs to be determined upon actual performance of the work.

Dated 11/22/96



*George K. Jones*  
\_\_\_\_\_  
City Clerk, City of Bartlesville, OK

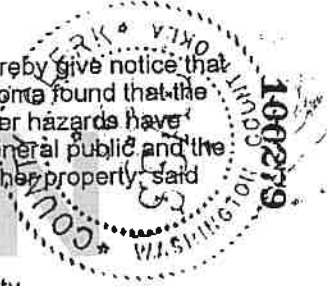
State of Oklahoma )  
County of Washington )  
City Clerk

George K. Jones appeared before me this 22nd day of  
November, 1996.



*Penny Slack*  
\_\_\_\_\_  
Notary Public

My commission expires June 7, 1998



BK 0898 PG 1931

VIEW ADDITIONAL AND RECORDS AT  
**OKCOUNTYRECORDS.COM**

DOC NUMBER 27001756  
BOOK 304  
PAGES 22 - 22  
TIME 8:35:53  
FEE 8.00  
06/27/1997  
Penny Slane  
Washington County Clerk  
RECORDED AND FILED

CITY OF BARTLESVILLE  
PLANNING DEPARTMENT  
P. O. BOX 699  
BARTLESVILLE, OK 74005  
918-337-5230

NOTICE OF LIEN

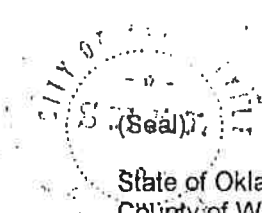
I, the undersigned City Clerk of the City of Bartlesville, do hereby give notice that on 6-9-97, the City Council of the City of Bartlesville, Oklahoma found that the presence of weeds, dead trees, defective sidewalks, and other hazards have become detrimental to the health, safety, or welfare of the general public and the community, or created a fire hazard which is dangerous to other property; said property being described as the following:

Lot 10, Blk 4, Belle Meade  
Bartlesville, Oklahoma, Washington County  
more commonly known as 1539 S Maple

The City of Bartlesville, Oklahoma claims a lien on said property for the clean up costs and the costs of the action, said costs to be determined upon actual performance of the work.

Dated 6/26/97

George K Jones  
City Clerk, City of Bartlesville, OK



State of Oklahoma )  
County of Washington)

George K Jones appeared before me this 26<sup>th</sup> day of June, 1997.

Penny Slane  
Notary Public



My commission expires June 7, 1998

04756

BK0954P60022

CITY OF BARTLESVILLE  
PLANNING DEPARTMENT  
P. O. BOX 699  
BARTLESVILLE, OK 74005  
918-337-5230

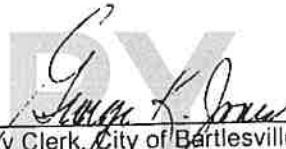
NOTICE OF LIEN

I, the undersigned City Clerk of the City of Bartlesville, do hereby give notice that on 8-25-97, the City Council of the City of Bartlesville, Oklahoma found that the presence of weeds, dead trees, defective sidewalks, and other hazards have become detrimental to the health, safety, or welfare of the general public and the community, or created a fire hazard which is dangerous to other property; said property being described as the following:

Lot 10, Blk 4, Belle Meade  
Bartlesville, Oklahoma, Washington County  
more commonly known as 1539 SW Maple Rd

The City of Bartlesville, Oklahoma claims a lien on said property for the clean up costs and the costs of the action, said costs to be determined upon actual performance of the work.


Dated September 24, 1997

  
City Clerk, City of Bartlesville, OK

(Seal)

State of Oklahoma )  
County of Washington )  
City Clerk

George K. Jones appeared before me this 24th day of  
September, 1997.

  
Notary Public

My commission expires June 7, 1998

(Seal)

DOC NUMBER 97007555  
BOOK 906  
PAGES 1717 - 1717  
TIME 2:27:09  
FEE 8.00  
09/25/1997  
Betty Sise  
Washington County Clerk  
RECORDED AND FILED

7555

BK 0906 PG 1717

VIEW ADDITIONAL LAND RECORDS AT  
**OKCOUNTYRECORDS.COM**

CITY OF BARTLESVILLE  
PLANNING DEPARTMENT  
P.O. BOX 699  
BARTLESVILLE, OK 74005  
918-337-5230

NOTICE OF LIEN

I, the undersigned City Clerk of the City of Bartlesville, do hereby give notice that on September 15, 1997, the City Council of the City of Bartlesville, Oklahoma found that the structure(s) on the following described property is dilapidated and has become detrimental to the health, safety, or welfare of the general public and the community, or created a fire hazard which is dangerous to other property; said property being described as the following:

Lot 10, Block 4, Subdivision Belle Meade  
Bartlesville, Oklahoma, Washington County

The City of Bartlesville, Oklahoma claims a lien on said property for the demolition removal costs and the costs of the action, said costs to be determined upon actual performance of the work.

Dated March 2, 1998.

George K. Jones  
City Clerk, City of Bartlesville, OK



State of Oklahoma )  
County of Washington )  
City Clerk

George K. Jones appeared before me this 2nd day of March, 1998.

[Signature]  
Notary Public  
June 7, 1998



DOC NUMBER 98012363  
BOOK 911  
PAGES 250 - 250  
TIME 2:57:22  
FEE: 8.00  
03/03/1998  
Betty Sise  
Washington County Clerk  
RECORDED AND FILED

12363

BK 09 | PG 250

VIEW ADDITIONAL LAND RECORDS AT  
**OKCOUNTYRECORDS.COM**



CITY OF BARTLESVILLE  
PLANNING DEPARTMENT  
P. O. BOX 699  
BARTLESVILLE, OK 74005  
918-337-5230

NOTICE OF LIEN

I, the undersigned City Clerk of the City of Bartlesville, do hereby give notice that on 9-14-98, the City Council of the City of Bartlesville, Oklahoma found that the presence of weeds, dead trees, defective sidewalks, and other hazards have become detrimental to the health, safety, or welfare of the general public and the community, or created a fire hazard which is dangerous to other property; said property being described as the following:

Lt. 10, Blk. 4, Belle Meade Addition  
Bartlesville, Oklahoma, Washington County  
more commonly known as 1539 SW Maple Rd.

The City of Bartlesville, Oklahoma claims a lien on said property for the clean up costs and the costs of the action, said costs to be determined upon actual performance of the work.

Dated 3/30/99



(Seal)

*George K. Jones*  
City Clerk, City of Bartlesville, OK

State of Oklahoma )  
County of Washington)

City Clerk

George K. Jones

appeared before me this 30th day of

March, 1999.



My commission expires June 7, 2002

(Seal)

*[Signature]*  
Notary Public



DOC NUMBER 99025378  
BOOK 923  
PAGES 1304 - 1304  
TIME 9:21:48  
FEE 8.00  
03/31/1999  
Marjorie Parrish  
Washington County Clerk  
RECORDED AND FILED

25378

BK 0923 Pg 1304

VIEW ADDITIONAL LAND RECORDS AT  
**OKCOUNTYRECORDS.COM**

NOTICE OF LIEN

BOOK NUMBER 99031057  
BOOK 928  
PAGE 2710 - 1710  
DATE 08/27/25  
FEE 8.00  
09/23/99  
Marie Parrish  
Washington County Clerk  
RECORDED AND FILED

State of Oklahoma )  
County of Washington )

NOTICE IS HEREBY GIVEN that the City of Bartlesville, Oklahoma, claims a lien on the property in Washington County, Oklahoma, described as follows:  
1539 SW Maple  
Lot 10, Blk. 4, Belle Meade Addition

On 5/26/99, the Hearing Officer ordered that said property be cleaned and the nuisance abated.

The City of Bartlesville claims a lien on the property for the costs of cleaning, mowing and related expenses, including administrative processing costs at \$ 111.00.

August 10, 1999  
Date

George K. Jones  
City Clerk  
City of Bartlesville

Acknowledgement  
State of Oklahoma )  
County of Washington )

Before me, the undersigned Notary Public in and for said County and State, on this 10<sup>th</sup> day of August, 1999, personally appeared George Jones, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its City Clerk, and acknowledged to me that he executed same as his free and voluntary act and deed, and as the free and voluntary act and deed of said City of Bartlesville, for the uses and purposes therein set forth.



[Signature]  
Notary Public

Given Under my hand and seal the day and year last above written

My Commission Expires: June 7, 2002

31057

BK 0928 PG 1710

VIEW ADDITIONAL LAND RECORDS AT  
**OKCOUNTYRECORDS.COM**

## I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action on a resolution for the selection of Pre-Qualified Engineering Consulting Firm to perform bridge inspections between April 1, 2024 and March 31, 2026.

Attachments:

- ODOT Off-System Bridge Inspection Packet
- Bridge Inspection Resolution
- Washington County Resolution

## II. STAFF COMMENTS AND ANALYSIS.

Every two years, as mandated by the Federal Highway Administration, the City is required to conduct an inspection of its 26 bridges. These inspections are coordinated by the Oklahoma Department of Transportation (ODOT) and are reimbursed with 100% Federal Grants. As part of the bridge inspection program, the City is required to approve a resolution stating the City's intent regarding the inspection services. The City is given four (4) options for selecting a consultant for the inspection services. The options are as follows:

- Select a consulting firm from their pre-qualified list of consultants. This requires that the City interview at least three (3) of the firms and make a selection
- Elect to do bridge safety inspections with City staff
- Use the same firm that the County Selects
- Let ODOT select for the City

City staff have historically chosen the first option to interview pre-qualified firms and make a selection. The City has used Guy Engineering since 2004 for the inspection services and have been satisfied with their services. In 2010, City Staff contracted with TranSystems for the inspection services to try out a different consultant. While their services were sufficient, staff was not as satisfied with their work and again contracted with Guy Engineering in 2012 and subsequent years. This year, Washington County has already elected to use Guy Engineering for their bridge inspections. Rather than going through the interview process when we are already satisfied with Guy Engineering, Staff has elected go with the 3<sup>rd</sup> option and use the same firm the County has selected, which is Guy Engineering. The proposed resolution, the County's resolution, and correspondence from ODOT is attached.

## III. BUDGET IMPACT

There is no budget impact with this item. The bridge inspections are fully funded by the Oklahoma Department of Transportation.

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

City staff recommends Guy Engineering Services for the inspection services based on past experience with them along with Washington County's selection. Please schedule this item for City Council consideration at its November 6<sup>th</sup> meeting.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION CONCERNING BRIDGE INSPECTION  
RESPONSIBILITY BY LOCAL GOVERNMENT FOR COMPLIANCE WITH NATIONAL  
BRIDGE INSPECTION STANDARDS  
Bridge Inspection Contracts for April 1, 2024 to March 31, 2026

WHEREAS, the City of Bartlesville has the responsibility of bridge maintenance and safety inspections.

WHEREAS, the City of Bartlesville has the following options:

- 1) **Select one of ODOT's prequalified engineering firms.**
- 2) **Elect to do bridge safety inspection with your own forces using inspection teams and an oversight engineer *fully qualified* as mandated by the NBIS (National Bridge Inspection Standards).**
- 3) **Use the same consultant as Washington County.**
- 4) **Let ODOT make your selection.**

Therefore, BE IT RESOLVED, by the City of Bartlesville that it is their desire to select option #3 and to contract with

Guy Engineering Services  
6910 E 14<sup>th</sup> St  
Tulsa, OK 74112

as the engineer responsible for city bridge inspections as approved by the Oklahoma Department of Transportation.

PASSED AND APPROVED at the regular meeting of the City Council of the City of Bartlesville and duly signed by the Mayor this 6<sup>th</sup> day of November, 2023.

THE CITY OF BARTLESVILLE, OKLAHOMA

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

ATTEST:

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

Approved as to form and legality this 6<sup>th</sup> day of November, 2023.

\_\_\_\_\_  
City Attorney

RESOLUTION  
NUMBER 23-78

RESOLUTION CONCERNING BRIDGE INSPECTION RESPONSIBILITY  
BY LOCAL GOVERNMENT FOR COMPLIANCE  
WITH NATIONAL BRIDGE INSPECTION STANDARDS

Bridge Inspection Contracts for April 1, 2024 to March 31, 2026

**WHEREAS**, the Board of Washington County Commissioners has the responsibility of bridge maintenance and safety inspections;

**WHEREAS**, The Board of Washington County Commissioners has the following options:

- (1) Choose a Circuit Engineering District, if there is one available in our area;
- (2) Select one of Oklahoma Department of Transportation's (ODOT) prequalified engineering firms;
- (3) Elect to do bridge safety inspections with our own forces, using inspection teams and an oversight engineer, fully qualified as mandated by the National Bridge Inspection Standards (NBIS);
- (4) Let Oklahoma Department of Transportation (ODOT) make the selection.

**THEREFORE, BE IT RESOLVED**, by the Board of Washington County Commissioners, that it is their desire to selection Option #2 and chose

<u>Name</u>	<u>Guy Engineering</u>
<u>Address</u>	<u>6910 E 14<sup>th</sup> Street</u> <u>Tulsa OK 74112</u>


ADOPTED this 10 day of October, 2023

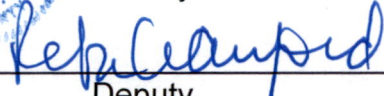
WASHINGTON COUNTY BOARD OF COMMISSIONERS

  
\_\_\_\_\_  
Mike Dunlap, Chairman

  
\_\_\_\_\_  
Mike Bouvier, Vice-Chairman

  
\_\_\_\_\_  
Mitch Antle, Member

  
ATTEST: Annette Smith  
County Clerk

By   
Deputy

August 25, 2023

*Dear City Official:*

Re: Letter of Choice for City Bridge Inspection Contracts

The Oklahoma Department of Transportation (ODOT) has prequalified six consulting firms to perform Local Government bridge safety inspections based on qualifications mandated by the National Bridge Inspection Standards (NBIS). It is anticipated the new routine Local Government bridge inspection contracts will start April 1, 2024 and extend to March 31, 2026. This will be a two-year contract. A list of the prequalified inspection firms is provided. Funding will be 100% Federal funds. To comply with the National Bridge Inspection Standards and avoid federal-aid sanctions, all the Local Governments are required to do one of the following by **November 27, 2023**:

- (1) Select one of the consulting firms on the attached “Qualified Consultant List”. You will be required to evaluate the Consultant’s Letter of Interest (LOI) and the Consultant’s response packet to determine which firms to interview. Please refer to the following web site:

<https://www.odot.org/projmgmt/off-system-bridge-inspection-consultants-2023-2024/>

You must interview a minimum of three (3) firms and make your selection from the attached list of qualified inspection consultants. Phone interviews are acceptable, but we must have documentation from the interviews including who was on the committee, interview questions, and the ranking matrix that you had for the three (3) or more Consulting firms with their final composite scores. The interview committee must have three or more persons on it. Each member of the interview committee will need to sign a nondisclosure form (Please refer to the enclosures for a copy of this form).

- (2) You may elect to do bridge safety inspections with your own forces provided the bridge inspection teams and program manager are fully qualified as mandated by the NBIS (National Bridge Inspection Standards - please refer to attached NBIS requirements) and as approved by ODOT Bridge Division. Payment will be based on actual rates and payroll additive for benefits, etc., and vehicle mileage rates.
- (3) Use the same firm that the County selects.
- (4) Let ODOT select for you.

*You are respectfully requested to make your choice before **November 27, 2023**, by Resolution stating your choice as noted above. In order to obtain the required contract signatures, our April time line is very tight. It is critical that we receive your resolution in a timely manner. If we do not hear from you by **November 27, 2023**, we will make the selection for you. **Please note that, once you select your bridge inspection team, no changes can be made until the next contractual period.***

Please send one copy of your resolution to the appropriate field district office and one copy to the following address: *e-mail is preferred*

<b>Contract Administrator</b>	<b>Field Divisions</b>	<b>Contact/Email</b>
Kristen Wallace Project Management Division Oklahoma Dept. of Transportation 200 NE 21 <sup>st</sup> Street Oklahoma City, OK 73105-3204 Phone: (405) 204-2864 kdwallace@odot.org	Dis 1: (918) 687-5407	Kevin Arnold <a href="mailto:kwarnold@odot.org">kwarnold@odot.org</a>
	Dis 2: (580) 298-3371	Shane Miller <a href="mailto:SHMILLER@odot.org">SHMILLER@odot.org</a>
	Dis 3: (580) 332-1526	Matthew Blakeslee <a href="mailto:mblakeslee@odot.org">mblakeslee@odot.org</a>
	Dis 4: (580) 336-7340	Steven Gauthé <a href="mailto:SGauthé@odot.org">SGauthé@odot.org</a>
	Dis 5: (580) 323-1431	Dan Forbes <a href="mailto:DFORBES@ODOT.ORG">DFORBES@ODOT.ORG</a>
	Dis 6: (580) 735-2561	Bryson Ridley <a href="mailto:BRidley@odot.org">BRidley@odot.org</a>
	Dis 7: (580) 255-7586	Dustin Vaughan <a href="mailto:dvaughan@odot.org">dvaughan@odot.org</a>
	Dis 8: (918) 838-9933	Matt Casillas <a href="mailto:MCASILLAS@ODOT.ORG">MCASILLAS@ODOT.ORG</a>

Once we receive your choice as noted above, the Department will contract with the consultant to do the bridge inspections. Please feel free to contact the Oklahoma Department of Transportation District Office in your area or Matt Mitchell [MMITCHELL@ODOT.ORG](mailto:MMITCHELL@ODOT.ORG) in Local Government Division at (405) 780-0038 or Walt Peters [wpeters@odot.org](mailto:wpeters@odot.org) or Wes Kellogg [WKellogg@odot.org](mailto:WKellogg@odot.org) in the Bridge Division at (405) 521-2606 with any questions you may have. When contacting the District, ask for the County Bridge Coordinator.

Yours sincerely,



Justin C. Hernandez, P.E.  
 Bridge Engineer

JH/wp

Enclosures

- |  |  |
|--|--|
| cc: Director<br>Chief Engineer<br>Director of Operations<br>Director of Engineering<br>County Bridge Coordinators<br>Prequalified Inspection Consultants | Field District Engineers<br>Project Management Division<br>Local Government Division<br>FHWA<br>ACCO |
|--|--|



## QUALIFIED Bridge Inspectors For CI-2458

Prequalified Consultants	Contact	Office Phone	Cell Phone	E-mail Contact
Burgess & Niple, Inc.	Shaun Fillmore	Please use cell phone number	(405) 434-6525	<a href="mailto:shaun.fillmore@burgessniple.com">shaun.fillmore@burgessniple.com</a>
CEC Corporation	Aaron Finley	(405) 753-4620	(405) 651-0490	<a href="mailto:aaron.finley@connectcec.com">aaron.finley@connectcec.com</a>
Consor Engineers, LLC	Dylan Lewis	(405) 563-9068	(405) 315-0963	<a href="mailto:dlewis@consoreng.com">dlewis@consoreng.com</a>
Garver	Brad Thompson	(918) 250-5922	(918) 740-6386	<a href="mailto:brthompson@garverusa.com">brthompson@garverusa.com</a>
Guy Engineering	Aaron Peck	Please use cell phone number	(918) 808-6547	<a href="mailto:aaron@guyengr.com">aaron@guyengr.com</a>
Walter P. Moore	Brent Bolerjack	(405) 493-0500	(405) 394-0875	<a href="mailto:BBolerjack@walterpmoore.com">BBolerjack@walterpmoore.com</a>

**Additional information pertaining to the consultants can be found at the following address:**

<https://www.odot.org/projmgmt/off-system-bridge-inspection-consultants-2023-2024/>

# CI-2458, OFF-SYSTEM BRIDGE INSPECTIONS SERVICES

## INTERVIEW PROCESS FORM

CITY OF \_\_\_\_\_

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

Interviewer Name: \_\_\_\_\_

Firm Name:	Firm Name:	Firm Name:
Ranking	Ranking	Ranking
Q1		
Q2		
Q3		
Q4		
Q5		
Q6		
Q7		
Q8		

<b>Total Points</b>			
---------------------	--	--	--

Interview Committee Members: (print names)

(1) \_\_\_\_\_

(2) \_\_\_\_\_

(3) \_\_\_\_\_

# **CI-2458, OFF-SYSTEM BRIDGE INSPECTION SERVICES**

## **Example Interview Questions**

- 1. What experience does your firm have inspecting different types of bridges in your area.**
  
- 2. What ability and resources does your firm have to perform this type of work?**
  
- 3. What documents will your firm provide upon completion of the inspections?**
  
- 4. What quality assurance does your firm have to provide consistent accurate results?**
  
- 5. How accessible is your firm to get in touch with?**
  
- 6. What is your firms current work load?**
  
- 7. How will your firm react to critical findings?**
  
- 8. Why should we pick your Consultant Firm above the others?**

**Interviewers Name:** \_\_\_\_\_

## **National Bridge Inspection Standards (NBIS) Requirements:**

**Program Manager:** Reference is made to 23 CFR Part 650 National Bridge Inspection Standards (NBIS): NBIS require that the program manager be a registered professional engineer, registered in Oklahoma. The program manager is responsible for oversight of the Local Government bridge safety inspection program. He or she must be qualified and approved by the ODOT Bridge Division to review inspection forms, calculate load ratings for posting and closing bridges, do scour studies and assessments, and make repair recommendations to the bridge owner. If the Local Government does not employ a qualified Professional Engineer, you may select a consulting engineer under similar terms covered in choice (2) above for the Program Manager or when there is a qualified Circuit Engineering District in your area, you may use the Program Manager from the Circuit Engineering District – choice (1) above. Program Managers must participate in the Department’s QC/QA training.

**Inspection Team:** The NBIS, FHWA, and / or ODOT require the following: The bridge inspection team consists of a Team Leader and an assistant, with the Team Leader having successfully completed a two-week FHWA approved comprehensive bridge inspection class plus one of the following:

- (1) Be a registered Professional Engineer registered in the State of Oklahoma with a minimum of 6 months bridge inspection experience.
- (2) Have a full five-year bridge safety inspection experience.
- (3) Have a NICET level III or IV in bridge safety inspection.
- (4) Have a bachelor’s degree in engineering from accredited college or university, pass the National Council of Examiners for Engineering and Surveying Fundamentals of Engineering examination, and have a minimum of two years of bridge inspection experience.
- (5) Have an associate’s degree in engineering or engineering technology from an accredited college or university and four years of bridge inspection experience.

The Team Leader must participate in the Department’s QC/QA training.

**Assistant Team Leader:** The assistant team leader must have completed two-week FHWA approved comprehensive bridge inspection class **and/or** attend QC / QA bridge inspection training provided by the Department.

**EXAMPLE RESOLUTION for CI-2458**

**CONCERNING BRIDGE INSPECTION RESPONSIBILITY  
BY LOCAL GOVERNMENT FOR COMPLIANCE WITH  
NATIONAL BRIDGE INSPECTION STANDARDS  
Bridge Inspection Contracts for April 1, 2024 to March 31, 2026**

WHEREAS, the City of \_\_\_\_\_ has the responsibility of bridge maintenance and safety inspections.

WHEREAS, the City of \_\_\_\_\_ has the following options:

- (1) Select one of ODOT’s prequalified engineering firms.**
- (2) Elect to do bridge safety inspections with your own forces using inspection teams and an oversight engineer *fully qualified* as mandated by the NBIS (National Bridge Inspection Standards).**
- (3) Use the same consultant as \_\_\_\_\_ County.**
- (4) Let ODOT make your selection.**

Therefore, BE IT RESOLVED, by the City of \_\_\_\_\_ that it is their desire to select option #\_\_\_\_ and choose

Name \_\_\_\_\_  
Address \_\_\_\_\_

as the engineer responsible for city bridge inspections as approved by the Oklahoma Department of Transportation.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023

BY \_\_\_\_\_ CHAIRMAN

BY \_\_\_\_\_ MEMBER

BY \_\_\_\_\_ MEMBER

ATTEST: \_\_\_\_\_  
City Clerk

### Cities Qualifying for a Bridge Inspection Contract

	CITY_NAME	County	District	Number Bridges	Total Inspections	Bridges Requiring Load Ratings	Population	Snooper Required
1	Ada	Pontotoc	3	8	8	1	16,481	No
2	Altus	Jackson	5	10	10	1	18,729	No
3	Ardmore	Carter	7	20	22	2	24,725	No
4	Atoka	Atoka	2	6	7	1	3,195	No
5	Bartlesville	Osage & Washington	8	28	33	3	37,290	No
6	Bixby	Tulsa	8	7	7	1	28,609	No
7	Blanchard	McClain	3	8	8	1	8,879	No
8	Broken Arrow	Tulsa & Wagoner	1 & 8	85	86	9	113,540	No
9	Chandler	Lincoln	3	6	7	1	2,858	No
10	Chickasha	Grady	7	27	27	3	16,051	No
11	Choctaw	Oklahoma	4	23	27	2	12,182	No
12	Claremore	Rogers	8	10	10	1	19,580	No
13	Collinsville	TULSA	8	7	7	1	7,881	No
14	Coweta	Wagoner	1	7	9	1	9,654	No
15	Del City	Oklahoma	4	23	29	2	21,822	No
16	Duncan	Stephens	7	33	36	3	22,692	No
17	Durant	Bryan	2	14	15	1	18,589	No
18	Edmond	Oklahoma	4	58	63	6	94,428	No
19	El Reno	Canadian	4	31	33	3	16,989	No
20	Elk City	Beckham	5	18	18	2	11,561	No
21	Enid	Garfield	4	69	69	7	51,308	No
22	Fairview	Major	6	10	11	1	2,740	No
23	Ft. Gibson	Muskogee	1	5	5	1	3,814	No
24	Grove	Delaware	8	5	5	1	6,956	No
25	Guthrie	Logan	4	12	13	1	10,749	No
26	Harrah	Oklahoma	4	8	10	1	6,245	No
27	Henryetta	Okmulgee	1	11	12	1	5,640	No
28	Jenks	Tulsa	8	13	13	1	25,949	No
29	Lawton	Comanche	7	93	97	9	90,381	No
30	Lone Grove	Carter	7	5	5	1	4,993	No
31	McAlester	Pittsburg	2	35	35	4	18,171	No
32	Miami	Ottawa	8	7	7	1	12,969	No
33	Midwest City	Oklahoma	4	24	28	2	58,409	No
34	Moore	Cleveland	3	26	26	3	62,793	No
35	Muskogee	Muskogee	1	21	25	2	36,878	No
36	Newcastle	McClain	3	6	6	1	10,984	No
37	Norman	Cleveland	3	78	80	8	128,026	No
38	Oklahoma City	Canadian, Clev, Okla	3 & 4	587	613	59	681,054	Yes
39	Okmulgee	Okmulgee	1	9	9	1	11,322	No
40	Owasso	Tulsa & Rogers	8	24	24	2	38,240	No
41	Piedmont	Canadian	4	13	13	1	7,402	No
42	Ponca City	Kay	4	15	15	2	24,424	No
43	Poteau	LeFlore	2	12	15	1	8,807	No
44	Sand Springs	Tulsa & Osage	8	7	8	1	19,874	No
45	Sapulpa	Creek	8	13	15	1	21,929	Yes
46	Seminole	Seminole	3	5	5	1	7,146	No
47	Shawnee	Pottawatomie	3	33	36	3	31,377	No
48	Stillwater	Payne	4	31	32	3	48,394	No
49	Tahlequah	Cherokee	1	24	27	2	16,209	No
50	The Village	Oklahoma	4	6	6	1	9,538	No
51	Tulsa	Osage, Tulsa, Wagoner	1 & 8	280	281	28	413,066	Yes
52	Tuttle	Grady	7	14	15	1.4	7,413	No
53	Weatherford	Custer	5	5	5	0.5	12,076	No
54	Yukon	Canadian	4	16	17	1.6	23,630	No

---

## Nondisclosure Statement for Evaluation Team

### Instructions

This form is to be completed by all Evaluation Team Members when deemed necessary. All statements should be maintained in the ODOT contract file.

### EC Number: 2458 – Off-System Bridge Inspection Services

I hereby certify that I will not disclose or release any confidential information prior to award of the contract. Confidential information includes, but is not limited to, the contents of all proposals submitted in response to the referenced Engineering Contract and any analysis or evaluation thereof. I agree to disclose to the Director of Transportation or designee all contacts I have had with the below listed consultants. I agree to disqualify myself from participation in the evaluation team should the Director of Transportation or designee find any of said contacts that may be perceived as compromising my independent judgment in the evaluation process. I further agree and understand that failure to abide by the terms of this statement may subject me to other adverse actions.

### List of Consultants for Evaluation

- |  |  |
|--|--|
| 1. <u>Burgess &amp; Niple, Inc.</u>      | 2. <u>CEC Corporation</u>                        |
| 3. <u>Conzor Engineers, LLC</u>          | 4. <u>Garver, LLC</u>                            |
| 5. <u>Guy Engineering Services, Inc.</u> | 6. <u>Walter P. Moore &amp; Associates, Inc.</u> |

Describe all current personal, business and/or government relationships between yourself or your family members and any of the consultants listed above. Include in your comments, the name of the consultant and a brief description of the nature of the relationship.

\_\_\_\_\_  
Evaluator Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Printed Title

## I. SUBJECT, ATTACHMENTS, AND BACKGROUND

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

Attachments:

*ODEQ Consent Order 19-200 – Addendum A (Reoffer)*

## II. STAFF COMMENTS AND ANALYSIS

Since the early 1990's the City has made significant investments to upgrade the wastewater system to eliminate bypasses (sewage backs up and flows out of the wastewater collection system, typically during rain events where storm water infiltrates into the collection system and overloads it). To date, the City has spent over \$43 million to upgrade the wastewater system to mitigate these bypass locations. As we have conducted studies and completed projects to fix the capacity issues, the last major bottleneck of the system is the treatment plant and several pump stations along the Caney River corridor. In 2010, a facility plan was completed that identified these improvements; this plan was updated in 2017. Throughout the last 25 years, the Oklahoma Department of Environmental Quality (ODEQ) has utilized Consent Orders to ensure the City identifies and fixes capacity limitations to eliminate bypasses. The current Consent Order, 19-200 - issued in 2020, tasked the City to expand and renovate the wastewater plant, in accordance with the facility plan, as well as upgrade the Caney River pump station corridor. Due to the complexity of the indirect potable reuse treatment stream of the plant expansion, regulatory approval and lead times for major equipment purchases, staff requested and Council approved an amendment in May 2023 to the Consent Order. However, this amendment had an error regarding the *Submit an approvable Engineering Report for the construction of the improvements to the collection system in the Limestone-Chickasaw Corridor* task. Thus, the ODEQ has reoffered the amendment with modified milestone dates to correct this item. The updated amended Consent Order is attached and a summary of the tasks are shown below.

- December 1, 2023, Submit an approvable ER for the construction of the improvements to the collection system in the Limestone-Chickasaw Corridor. The ER shall include a schedule for submitting plans and specifications and a schedule for beginning and completing construction of the improvements.



- June 1, 2024 – Submit an engineering report to the ODEQ for construction of the improvements and rehabilitation to the WWTP. The City submitted the initial engineering report on October 4, 2022. The ODEQ is requiring a pilot study on the Indirect Potable Reuse portion of the project. This pilot study will begin in February 2024 and be complete in May 2024.
- October 1, 2025 – Submit approvable Plans and Specifications (P&S) for the improvements and rehabilitation of the WWTP.
- June 1, 2026 – Begin construction on the wastewater treatment plant improvements.
- September 1, 2030 – Complete construction of the wastewater treatment plant improvements.
- October 1, 2028 – Submit approvable P&S for the expansion of the Shawnee lift station improvements as outlined in the approved engineering report. This is a new task in the consent order.
- June 1, 2029 – Begin construction of the Shawnee Lift station expansion. This is a new task in the consent order.
- June 1, 2029 – Submit approvable P&S for the Hillcrest and Golf Course lift station improvements as outlined in the approved engineering report. This is a new task in the consent order.
- February 1, 2030 - Begin construction of Hillcrest and Golf Course lift station improvements. This is a new task in the consent order.
- February 1, 2030 – Submit approvable P&S for the Limestone lift station as outlined in the approved engineering report. This is a new task in the consent order.
- September 1, 2030 – Complete construction of the Shawnee lift station expansion. This is a new task in the consent order.
- October 1, 2030 – Begin construction of the Limestone lift station expansion. This is a new task in the consent order.
- May 1, 2031 – Complete construction of the Hillcrest and Golf Course lift station improvements. This is a new task in the consent order.
- January 1, 2032 – Complete construction of the Limestone lift station expansion.

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

### **III. RECOMMENDED ACTION**

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

October 19, 2023

**CERTIFIED MAIL – RETURN RECEIPT REQUESTED**

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

Re: Consent Order 19-200 – Addendum A (Reoffer)  
City of Bartlesville Chickasaw Wastewater Treatment Plant  
Facility No. S-21402  
OPDES Permit No. OK0030333  
Problem: Discharge without a Permit; Operations and Maintenance  
Violation(s); Permit Violation(s); BOD<sub>5</sub> and TSS Exceedances

Dear Mayor Copeland:

The enclosed Addendum amends the Consent Order, Case No. 19-200 (Order) to which the Oklahoma Department of Environmental Quality (DEQ) and the City of Bartlesville (Respondent) agreed to on March 17, 2020. The Order is being amended to allow additional time for Respondent to develop plans and specifications and construct the wastewater treatment plant improvements.

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

If you have any questions concerning this Addendum, please contact Elizabeth Denning, E.I., District Representative, Municipal Wastewater Enforcement Section, Water Quality Division, DEQ, at 405-702-8125 or write to Ms. Denning at the letterhead address.

Sincerely,



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

Enclosure: As stated

## ADDENDUM A

The Oklahoma Department of Environmental Quality (“DEQ”) and the City of Bartlesville (“Respondent”) entered into Consent Order Case No. 19-200 (“Order”) on March 17, 2020. The Order required Respondent to submit standard operating procedures (“SOPs”) for bypass response and mitigation and to complete tasks associated with improvement projects for its wastewater treatment plant (“WWTP”) and wastewater collection system.

Respondent submitted Engineering Reports (“ERs”), No. ERS000074220739 for collection system improvements and No. ERS000074220740 for the expansion of the Chickasaw WWTP, on October 4, 2022. On October 28, 2022, DEQ issued Respondent a Notice of Deficiencies (“NOD”) letter for the collection system improvements, ERS000074220739. At this time, DEQ has not received a revised ER for the collection system improvements addressing the comments in the NOD. The WWTP expansion ER has not yet been approved, but DEQ and Respondent are engaged in ongoing communications and updates of the ER.

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

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

2.a. From January 2020 through August 2023, Respondent reported to DEQ the following unpermitted discharges from its collection and treatment system, also commonly referred to as bypasses or sanitary sewer overflows (“SSOs”).

Date	Duration (Hours)	Location	Amount (Gallons)	Cause
1/9/2020	2	PEAR ORCHID*	15,000	RAIN
1/17/2020	2	501 WASHINGTON BLVD.*	5,000	RAIN
1/17/2020	2	HILLCREST L.S.*	10,000	RAIN
1/17/2020	0.5	PEAR ORCHID*	250,000	RAIN
1/17/2020	2.5	SHAWNEE L.S.*	15,000	RAIN
1/22/2020	10	ROBINWOOD PARK*	500	UNKNOWN
1/23/2020	3	1741 HARNED*	500	ROOTS
1/23/2020	1.4	WWTP*	500	SLUDGE SPILL
1/26/2020	0	NEBRASKA*	NR	NR
1/31/2020	2	1524 SMYSOR	250	ROOTS

Date	Duration (Hours)	Location	Amount (Gallons)	Cause
2/4/2020	0	1408 BROOKSIDE PARKWAY	NR	NR
2/20/2020	43.8	3309 E FRANK PHILLIPS BLVD*	250	SEWER PIPE COLLAPSED
2/24/2020	2.5	NE NEBRASKA ST*	5,000	RAIN
2/24/2020	5	PEAR ORCHID*	15,000	RAIN
2/24/2020	2	SW 501 WASHINGTON BLVD	5,000	RAIN
2/25/2020	0	NEBRASKA*	NR	NR
2/25/2020	24	PEAR ORCHARD*	150,000	EXCESSIVE RAIN
2/26/2020	29.5	NE NEBRASKA ST*	5,000	HEAVY RAINFALL
2/26/2020	0	PEAR ORCHID*	NR	NR
2/27/2020	24	PEAR ORCHARD*	180,000	EXCESSIVE RAIN
2/27/2020	39.15	WWTP*	17	EXCESSIVE RAIN
2/28/2020	0	PEAR ORCHID*	NR	NR
3/1/2020	76	PEAR ORCHARD*	250,000	EXCESSIVE RAIN
3/10/2020	23.5	501 WASHINGTON BLVD.*	5,000	RAIN
3/17/2020	2	2151 DEWEY PL.	10,000	RAIN
3/18/2020	0	PEAR ORCHID*	NR	NR
3/18/2020	0	WWTP*	NR	NR
3/20/2020	21.5	1806 ARMSTRONG AVE.	30,000	RAIN
3/20/2020	23.5	501 WASHINGTON LVD.*	8,000	RAIN
3/20/2020	25.5	PATHFINDER*	75,000	RAIN
3/20/2020	45	WWTP*	22	RAIN
3/23/2020	8	HERRICK L.S.*	10,000	RAIN
3/24/2020	0	K-MART*	NR	NR
3/24/2020	0	LIFT STATION	NR	NR
3/24/2020	0	ROBIN WOOD PARK*	NR	NR
3/24/2020	121	ROBINWOODPARK*	500,000	RAIN
3/24/2020	120	SHAWNEE L.S.*	100,000	RAIN
3/26/2020	48.6	WWTP*	22	RAIN

Date	Duration (Hours)	Location	Amount (Gallons)	Cause
3/27/2020	265.5	PEAR ORCHARD*	1,000,000	RAIN
3/28/2020	0	18TH & JENNINGS*	NR	NR
3/28/2020	2.7	WWTP*	2	RAIN
3/30/2020	0	PEAR ORCHID*	NR	NR
4/1/2020	94	18TH & JENNINGS*	60,000	RAIN
4/2/2020	73.5	PEAR ORCHARD*	1,000,000	RAIN
4/13/2020	5	PEAR ORCHID*	20,000	RAIN
4/23/2020	1	PEAR ORCHARD*	10,000	RAIN
4/23/2020	1	SHAWNEE L.S.*	10,000	RAIN
4/27/2020	4	NEBRASKA & WILSHIRE*	20,000	L.S. FAILURE
4/28/2020	12	SHAWNEE L.S.*	30,000	RAIN
4/29/2020	2.3	DOG PARK, 2400 S.E. ADAMS	20,000	POWER FAILURE
4/29/2020	12.5	NEBRASKA & WILSHIRE*	15,000	RAIN
4/29/2020	0	PEAR ORCHARD L.S.*	NR	NR
4/29/2020	13	ROBINWOOD PARK*	100,000	RAIN
4/30/2020	51	PEAR ORCHARD*	100,000	RAIN
5/15/2020	3	K-MART @ 501 WASHINGTON BLVD.*	30,000	RAIN
5/15/2020	3	LUPA MANHOLE*	5,000	RAIN
5/15/2020	1	MEYERS & INDIANA	5,000	RAIN
5/15/2020	1.7	NEBRASKA & WILSHIRE*	5,000	RAIN
5/15/2020	3	PATHFINDER*	50,000	RAIN
5/15/2020	0	ROBINWOOD PARK*	100,000	RAIN
5/15/2020	3.6	SHAWNEE L.S.*	70,000	RAIN
5/18/2020	67.3	PEAR ORCHARD*	100,000	RAIN
5/26/2020	8	ROBINWOOD PARK*	30,000	RAIN
5/27/2020	25.5	PEAR ORCHARD*	80,000	RAIN
5/29/2020	30	WWTP*	1	RAIN
6/20/2020	25.3	ROBINWOOD PARK*	2,000	RAIN
6/22/2020	68.6	PEAR ORCHARD*	90,000	RAIN
6/22/2020	70	SHAWNEE L.S.*	70,000	RAIN

Date	Duration (Hours)	Location	Amount (Gallons)	Cause
6/26/2020	12.3	UPSTREAM FROM TUXEDO L.S.	2,000,000	L.S. DOWN
7/8/2020	7	NEBRASKA & WILSHIRE*	10,000	POWER LOSS
7/12/2020	0	MH UPSTREAM FROM VIRGINIA L.S.	50,000	POWER FAILURE
7/19/2020	0	COVINGTON L.S.	1,000	RODENTS DAMAGED WIRES TO L.S.
8/5/2020	1.5	HILLCREST COUNTRY CLUB L.S.*	30,000	FORCE MAIN BROKE
9/8/2020	10	HILLCREST COUNTRY CLUB GOLF COURSE L.S.*	50,000	FORCE MAIN BREAK
9/29/2020	25	HILLCREST LIFT STATION*	30,000	FORCE MAIN BREAK
10/12/2020	1.5	1312 S.E. HILLSDALE RD.	300	ROOTS
10/29/2020	11	SHAWNEE L.S.*	80,000	RAIN
11/6/2020	1.5	S.E. MADISON BLVD.	5,000	GREASE, WET WIPES & RAGS
11/13/2020	0	HERRICK L.S.*	30,000	FORCE MAIN LEAK
11/24/2020	4	HERRICK L.S.*	10,000	PIPE BREAK
12/15/2020	0	319 N.E. DEBELL	NR	NR
12/25/2020	2	5600 HAZEL ST*	200	GREASE
12/27/2020	4	1100 MADISON BLVD*	500	DEBRIS
12/28/2020	1.5	1432 S. PENN*	5,000	CLAY PIPE BROKE
12/28/2020	0	2710 CIRCLE MOUNTAIN	NR	PUMP VALVE FAILURE
12/28/2020	1	619 OAKRIDGE DR.	2,000	DEBRIS
12/30/2020	1.5	725 SHAWNEE AVE	500	ROOTS
1/1/2021	5.5	1432 S. PENN*	20,000	PIPE JOINT COLLAPSED
1/1/2021	8	HILLCREST LIFT STATION*	30,000	PUMP FAILURE
1/11/2021	0	1100 MADISON RD.*	NR	NR
1/11/2021	0	5600 HAZEL RD.*	NR	NR
1/14/2021	1.6	CIRCLE MOUNTAIN	500	WET WIPES & ROOTS
1/19/2021	0	CREST GOLF COURSE	NR	NR

Date	Duration (Hours)	Location	Amount (Gallons)	Cause
1/19/2021	5.5	HILLCREST GOLF COURSE*	1,000	LOOSE CONNECTOR
1/25/2021	1.4	HICKPRY & ELM*	1,000	RAIN
1/25/2021	2.2	K-MART MH*	20,000	RAIN
1/25/2021	1.5	LUPA MH*	16,000	RAIN
1/25/2021	1.4	SENIOR SALSA MH*	10,000	RAIN
1/25/2021	3.2	SHAWNEE LIFT STATION*	100,000	RAIN
1/30/2021	2	HILLCREST L.S.*	2,500	RAIN
1/30/2021	2.4	SHAWNEE L.S.*	4,000	RAIN
2/3/2021	43.5	3420 HAWTHORN CT	36,000	GREASE & DEBRIS
2/4/2021	1.25	1308 BROOKSIDE PKWY	6,000	TREE ROOTS
2/16/2021	1.25	6696 LEE DR*	3,000	DEBRIS
2/17/2021	2	POLARIS LIFT STATION	2,000	POWER LOST TO PUMPS
2/21/2021	0.5	1200 BROOKSIDE PARKWAY	1,000	DEBRIS & ROOTS
2/24/2021	0.6	6696 LEE DR.*	1,000	NEW SERVICE LINE TAP FELL
3/2/2021	0.5	2409 JEFFERSON	100	ROOTS & WET WIPES
3/13/2021	5.5	4100 BROOKLINE	9,000	RAIN
3/13/2021	0.5	4916 S.E. BAYLOR DR.	4,000	RAIN
3/13/2021	5.5	511 DENVER	9,000	RAIN
3/13/2021	4	528 WILSHIRE AVE.*	66,500	RAIN
3/13/2021	5	6000 HARVARD	74,500	RAIN
3/13/2021	1	620 S.E. GREYSTONE	8,500	RAIN
3/13/2021	6.5	HICKORY & ELM*	107,500	RAIN
3/13/2021	12	HILLCREST L.S.*	99,500	RAIN
3/13/2021	7.4	LUPA & HENRY	121,500	RAIN
3/13/2021	4	OLD KMART*	66,500	RAIN
3/13/2021	4	PATHFINDER*	66,500	RAIN
3/13/2021	3	QUEENSTOWN & FLEETWOOD	25,000	RAIN
3/13/2021	3	YALE & CREEK	25,000	RAIN

Date	Duration (Hours)	Location	Amount (Gallons)	Cause
3/14/2021	1.1	3016 S.E. NOWATA RD.	2,000	RAIN
3/15/2021	44	ROBINWOOD PARK*	2,000,000	RAIN
3/15/2021	49	ROBINWOOD PARK*	3,000,000	RAIN
3/15/2021	46.5	SENIOR SALSA*	373,000	RAIN
3/15/2021	53.3	SHAWNEE LIFT STATION*	3,000,000	RAIN
3/16/2021	69	PEAR ORCHARD*	4,000,000	RAIN
3/17/2021	46	230 N. CHICKASAW WWTP FEB OUTFALL 001 CANEY RIVER*	6	EXCESSIVE RAINFALL
3/18/2021	0.5	1800 SKYLINE DR.	1,000	WET WIPES & ROOTS
3/18/2021	1	SHAWNEE L.S.*	8,500	RAIN
3/19/2021	22	HILLCREST L.S.*	36,500	RAIN
3/19/2021	18.5	PEAR ORCHARD*	10,000	RAIN
3/20/2021	78	230 N. CHICKASAW WWTP FEB OUTFALL 001 CANEY RIVER*	17	EXCESSIVE RAINFALL
3/24/2021	16.4	230 N. CHICKASAW*	3,000,000	RAIN
3/24/2021	25	PEAR ORCHARD*	20,500	EXCESSIVE RAINFALL
5/1/2021	0.7	JOHNSTONE PARK	2,500	WET WIPES
5/5/2021	0.7	1629 S. ROGERS	2,500	WET WIPES
5/7/2021	0.5	AVONDALE & KENTUCKY	600	WET WIPES & ROOTS
5/7/2021	2	VIRGINIA L.S.*	2,500	MAT CAUSED FLOAT MALFUNCTION
5/17/2021	0.3	1415 S.W. FRANK PHILLIPS BLVD.	500	RAIN
5/17/2021	2.2	16TH & SANTA FE	10,000	RAIN
5/17/2021	0.5	2208 S.E. KRISTIN LANE	500	RAIN
5/17/2021	10.2	ELM & 18TH	50,000	RAIN
5/17/2021	3.4	HILLCREST L.S.*	30,000	RAIN
5/17/2021	1.8	K-MART*	20,000	RAIN
5/17/2021	1.5	PATHFINDER*	10,000	RAIN
5/17/2021	3.4	PEAR ORCHARD*	140,000	RAIN
5/18/2021	23.3	SHAWNEE L.S.*	385,000	RAIN



<b>Date</b>	<b>Duration (Hours)</b>	<b>Location</b>	<b>Amount (Gallons)</b>	<b>Cause</b>
5/20/2021	2	HILLCREST L.S.*	5,000	RAIN
5/20/2021	1.3	SHAWNEE L.S.*	10,500	RAIN
5/21/2021	18	ROBINWOOD PARK*	8,500	RAIN
5/23/2021	116	230 N. CHICKASAW AVE.*	37,000,000	RAIN
5/23/2021	128	230 N. CHICKASAW AVE.*	37,000,000	RAIN
5/26/2021	2	3309 E. FRANK PHILLIPS BLVD.*	16,500	GREASE
5/28/2021	8	HILLCREST L.S.*	19,000	RAIN
5/28/2021	7.5	PEAR ORCHARD*	62,000	RAIN
5/28/2021	7.5	ROBINWOOD PARK*	12,500	RAIN
5/30/2021	45	230 N. CHICKASAW AVE.*	10,000,000	RAIN
6/1/2021	8	HILLCREST L.S.*	5,000	RAIN
6/1/2021	8	PEAR ORCHARD*	62,500	RAIN
6/1/2021	7.5	SHAWNEE L.S.*	5,500	RAIN
6/2/2021	29	230 N. CHICKASAW AVE.*	5,000,000	RAIN
6/3/2021	0	HUGHES FISHER L.S.	10,000	POLE INSTALLMENT DAMAGED PIPE
6/7/2021	14.7	HICKORY & ELM*	500	RAIN
6/7/2021	8.3	HILLCREST LIFT STATION*	5,000	RAIN
6/7/2021	14.5	PEAR ORCHARD*	34,000	RAIN
6/7/2021	7.5	SHAWNEE LIFT STATION*	1,500	RAIN
6/13/2021	1	1741 HARNED DR.*	500	WET WIPES & ROOTS
6/29/2021	38.7	SHAWNEE L.S.*	177,500	RAIN
6/30/2021	2.7	W. OF NEBRASKA & WILSHIRE*	5,000	RAIN
7/1/2021	26.6	230 N. CHICKASAW AVE.*	2,000,000	RAINFALL
7/1/2021	15	333 N.E. MYERS	2,000	RAIN
7/1/2021	126	PEAR ORCHARD*	192,500	RAIN
7/10/2021	1.7	528 N.E. WILSHIRE*	500	RAIN
7/10/2021	2.7	HILLCREST LIFT STATION*	2,000	RAIN
7/10/2021	3.3	PEAR ORCHARD*	54,000	RAIN
7/10/2021	2.7	ROBINWOOD PARK*	54,000	RAIN

Date	Duration (Hours)	Location	Amount (Gallons)	Cause
7/10/2021	2.7	SHAWNEE L.S.*	11,000	RAIN
7/10/2021	2.7	W. OF NEBRASKA & WILSHIRE*	2,000	RAIN
7/17/2021	0.5	HILLCREST L.S.*	2,000	RAIN
7/17/2021	1.5	PEAR ORCHARD*	50,000	RAIN
7/17/2021	0.7	ROBINWOOD PARK*	24,000	RAIN
7/17/2021	0.5	SENROR SALSA*	5,000	RAIN
7/17/2021	0.7	SHAWNEE L.S.*	24,000	RAIN
7/18/2021	1.5	VIRGINIA LIFT STATION*	50,000	MALFUNCTIONS @ LIFT STATION
8/26/2021	1	1702 HARNED PL.	400	WET WIPES, TOILET PAPER & ROOTS
8/26/2021	0.7	240 S.E. WILSHIRE	500	WET WIPES & ROOTS
9/24/2021	2.6	WWTP*	40	ROOTS
9/27/2021	1.6	2331 SKYLINE DR.	400	ROOTS
9/30/2021	43.7	HILLCREST & 20TH	177,500	RAIN
10/25/2021	0.2	2307 SKYLINE DR.	500	WET WIPES
11/22/2021	2	DEBELL/KATHERINE	2,000	RAGS & WET WIPES
11/24/2021	0.5	ROSELAWN	1,000	WIPES & RAGS
12/26/2021	6	1700 HILLCREST RD	20,000	AIR RELIEF VALVE BROKEN
12/26/2021	4	SHAWNEE LIFT STATION*	50,000	REPAIR OF AIR RELIEF VALVE
1/25/2022	1	5901 S.E. PARK LN	500	DEBRIS
1/25/2022	0	MANHOLE S13-053	NR	BLOCKAGE
3/21/2022	1	LIFT STATION & MANHOLES	NR	HEAVEY RAIN I&I
3/22/2022	15	914 S.E. 3RD ST	200,000	BROKEN MAIN
3/22/2022	1	PEAR ORCHARD MH*	500	HEAVY RAIN I&I
3/22/2022	1	SHAWNEE LIFT STATION*	1,000	HEAVY RAIN I&I
3/23/2022	20	FRANK PHILLIPS BLVD & S.E. CHICKASAW AVE	2	18 INCH FORCE MAIN BLEW

<b>Date</b>	<b>Duration (Hours)</b>	<b>Location</b>	<b>Amount (Gallons)</b>	<b>Cause</b>
5/5/2022	1.5	LUPA MANHOLE*	16,000	HEAVY RAIN I&I
5/5/2022	28.5	SHAWNEE LIFT STATION*	1	HEAVY RAIN I&I
5/6/2022	6	HILLCREST LIFT STATION*	130,000	HEAVY RAIN I&I
5/6/2022	31.5	ROBINWOOD PARK*	55,000	HEAVY RAIN I&I
5/8/2022	39	230 N. CHICKASAW AVE*	6	HEAVY RAIN I&I
5/17/2022	5	411 S. CREEK RD	8,000	MAIN FAILED
5/17/2022	8.5	SHAWNEE LIFT STATION*	450,000	LINE BREAK
5/23/2022	NR	MULTIPLE MANHOLE LOCATIONS. LISTED ON ATTACHMENT (IN EDOCTUS).	6,289,800	HEAVY RAIN EVENT
5/23/2022	NR	528 NE WILSHIRE, MH T02-161, NEBRASKA MH-T02-042*	8,200	HEAVY RAIN EVENT
5/25/2022	NR	ROBINWOOD PARK, MH-T01-010*	900,000	NR
5/25/2022	68	230 N. CHICKASAW AVE*	18,420,000	HEAVY RAIN. FEB'S EXCEEDED CAPACITY.
5/27/2022	NR	PEAR ORCHARD MH S10-009 & MH S10-009*	1,500,000	HEAVY RAIN EVENT
5/28/2022	57	230 N. CHICKASAW AVE WWTP*	18,420,000	HEAVY RAINS; I&I; FEB'S OVERFILLED.
5/31/2022	NR	HILLCREST LIFT STATION MH S07-001*	200	VALVE OPENED TOO WIDE AND EXCEEDED LINE CAPACITY DOWNSTREAM OF THE FEB RESULTING IN THE BYPASS AT HILLCREST LIFT STATION.
6/10/2022	NR	HILLCREST LIFT STATION MH S07-001*	55,000	HEAVY RAIN
6/10/2022	NR	PEAR ORCHARD MH S10-009 MH S10-008*	100,000	HEAVY RAIN

Date	Duration (Hours)	Location	Amount (Gallons)	Cause
7/26/2022	25	SHAWNEE LIFT STATION; MH# S05-004 & S05-007.*	1,500,000	18 INCH FORCED MAIN FAILURE AT 401 S. CREEK ROAD.
7/26/2022	7	SHAWNEE LIFT STATION*	NR	HEAVY RAIN; I&I.
7/27/2022	3.5	401 S. CREEK ROAD	10,000	18 INCH FORCED MAIN FAILED.
1/10/2023	365	2509 CHEERKEE HILLS PL MH T10-022	10,000	ROOTS AND DISPOSABLE WIPES
2/15/2023	2	4721 FRANK PHILLIPS AVE MH 703B-1257	500	WET WIPES AND ROOTS
3/1/2023	3	908 SE BRIARWOOD MH T07-127	500	ROOTS AND DISPOSABLE WIPES IN LINES
4/4/2023	4	HILLCREST LIFT STATION MH S07-001*	20,000	THE 16" FORCE MAIN WAS DAMAGED BY CONSTRUCTION COMPANY THAT WAS INSTALLING A 4" WATER MAIN.
5/10/2023	23	MH T06-128 5548 COLONY DR.	150	WET WIPES AND GREASE
5/10/2023	3	528 S ELMHURST 4" FORCE MAIN	1,500	4" FORCE MAIN THAT HAD FAILED.

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

“NR” Denotes missing required information

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

<b>Monitoring Period</b>	<b>Parameter (Units)</b>	<b>Reported Result</b>	<b>Permit Limit</b>
Jan. 2020	BOD <sub>5</sub> , mo. avg. load., (lb/d)	636.5	583.8
Feb. 2020	BOD <sub>5</sub> , wk. avg. conc., (mg/L)	16	15
Feb. 2020	BOD <sub>5</sub> , mo. avg. load., (lb/d)	871.5	583.8
Feb. 2020	TSS, mo. avg. conc., (mg/L)	20.6	15
Feb. 2020	TSS, wk. avg. conc., (mg/L)	36.9	22.5
Feb. 2020	TSS, mo. avg. load., (lb/d)	1816.5	875.7
Mar. 2020	BOD <sub>5</sub> , mo. avg. conc., (mg/L)	10.2	10
Mar. 2020	BOD <sub>5</sub> , mo. avg. load., (lb/d)	1150	583.8
Mar. 2020	TSS, mo. avg. conc., (mg/L)	18	15
Mar. 2020	TSS, wk. avg. conc., (mg/L)	49.4	22.5
Mar. 2020	TSS, mo. avg. load., (lb/d)	2617.2	875.7
Apr. 2020	BOD <sub>5</sub> , mo. avg. load., (lb/d)	604.6	583.8
Jun. 2020	BOD <sub>5</sub> , mo. avg. conc., (mg/L)	10.4	10
Jun. 2020	BOD <sub>5</sub> , mo. avg. load., (lb/d)	592.1	583.8
Jan. 2021	BOD <sub>5</sub> , mo. avg. load., (lb/d)	714	583.8
Feb. 2021	BOD <sub>5</sub> , mo. avg. conc., (mg/L)	10.63	10
Feb. 2021	BOD <sub>5</sub> , mo. avg. load., (lb/d)	792.9	583.8
Mar. 2021	BOD <sub>5</sub> , mo. avg. conc., (mg/L)	11.86	10
Mar. 2021	BOD <sub>5</sub> , wk. avg. conc., (mg/L)	17.1	15
Mar. 2021	BOD <sub>5</sub> , mo. avg. load., (lb/d)	1179.7	583.8
Mar. 2021	TSS, wk. avg. conc., (mg/L)	23.8	22.5
Mar. 2021	TSS, mo. avg. load., (lb/d)	1251.3	875.7
Apr. 2021	BOD <sub>5</sub> , mo. avg. conc., (mg/L)	10.45	10
Apr. 2021	BOD <sub>5</sub> , mo. avg. load., (lb/d)	682.1	583.8
May 2021	BOD <sub>5</sub> , mo. avg. conc., (mg/L)	14.17	10
May 2021	BOD <sub>5</sub> , wk. avg. conc., (mg/L)	16.6	15
May 2021	BOD <sub>5</sub> , mo. avg. load., (lb/d)	1293.1	583.8
May 2021	TSS, mo. avg. conc., (mg/L)	16.1	15
May 2021	TSS, wk. avg. conc., (mg/L)	23.3	22.5
May 2021	TSS, mo. avg. load., (lb/d)	1646.5	875.7
Jun. 2021	BOD <sub>5</sub> , mo. avg. load., (lb/d)	804.4	583.8

<b>Monitoring Period</b>	<b>Parameter (Units)</b>	<b>Reported Result</b>	<b>Permit Limit</b>
Jul. 2021	BOD <sub>5</sub> , mo. avg. conc., (mg/L)	10.53	10
Jul. 2021	BOD <sub>5</sub> , wk. avg. conc., (mg/L)	16.6	15
Jul. 2021	BOD <sub>5</sub> , mo. avg. load., (lb/d)	923.1	583.8
Jul. 2021	TSS, mo. avg. load., (lb/d)	924.1	875.7
May 2022	BOD <sub>5</sub> , mo. avg. load., (lb/d)	709.4	583.8

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

<b>Task</b>	<b>Date Due</b>
A. Submit interim plan for bypass management, including a signed standard operating procedure (“SOP”) for bypass response and mitigation.	Completed
B. Hire an engineer licensed to practice in the State of Oklahoma for the purposes of completing Tasks C, D, and E of this Order.	Completed
C. Submit an approvable Engineering Report (“ER”) for construction of the improvements and rehabilitation to the WWTP.	June 1, 2024
D. Submit an approvable ER for the construction of the improvements to the collection system in the Limestone-Chickasaw Corridor. The ER shall include a schedule for submitting plans and specifications (“P&S”) and a schedule for beginning and completing construction of the improvements.	December 1, 2023
E. Submit approvable P&S for the construction outlined in the approved ER from Task C.	October 1, 2025
F. Begin construction of improvements and rehabilitation of the WWTP.	June 1, 2026
G. Complete construction of improvements and rehabilitation of the WWTP.	September 1, 2030
H. Submit approvable P&S for the expansion of the Shawnee lift station as outlined in the approved ER from Task D.	October 1, 2028
I. Begin construction of the Shawnee lift station expansion.	June 1, 2029

<b>Task</b>	<b>Date Due</b>
J. Submit approvable P&S for the Hillcrest and Golf Course lift station improvements as outlined in the approved ER from Task D.	June 1, 2029
K. Begin construction of the Hillcrest and Golf Course lift station improvements.	February 1, 2030
L. Submit approvable P&S for the expansion of the Limestone lift station as outlined in the approved ER from Task D.	February 1, 2030
M. Complete construction of the Shawnee lift station expansion.	September 1, 2030
N. Begin construction of the Limestone lift station expansion.	October 1, 2030
O. Complete construction of the Hillcrest and Golf Course lift station improvements.	May 1, 2031
P. Complete construction of the Limestone lift station expansion.	January 1, 2032

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

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

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

**Accounts Receivable**

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

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

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

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

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



**For DEQ:**

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

**For Respondent:**

Terry Lauritsen, P.E., Water Utilities Director  
City of Bartlesville  
401 South Johnstone Avenue  
Bartlesville, Oklahoma 74003-6656

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

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

**FOR CITY OF BARTLESVILLE:**

**FOR OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY:**

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

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

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

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

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

Approval to request planning assistance through the Planning Assistance to States program with the U.S. Army Corp of Engineers for the reallocation of water from flood control to water supply at Hulah and Copan Lake.

*Attachments:*

Planning Assistance to States Program  
Letter to U.S. Army Corp of Engineers for the Mayor's signature

**II. STAFF COMMENTS AND ANALYSIS**

For long term water supply, one of the recommendations from the Water Resources Committee was to investigate reallocation of water from flood control to water supply at Hulah and Copan Lake. This reallocation was a recommendation from a 2006 Planning Assistance to States study performed by the U.S. Army Corp of Engineers. The request will be to update the study and look at reallocation of up to 10% of flood control to water supply at each lake, including environmental, cultural, real estate impacts and flood benefit losses.

The Planning Assistance to States program is administered through the U.S. Army Corp of Engineers (COE). It requires a 50/50 match (City provides 50% of the funds, and the COE funds the other half), and projects are approved on a first come first serve basis through the division office, which is located in Dallas, TX. The first step in getting a project approved through this program is to remit a letter requesting assistance, which is attached.

**III. RECOMMENDED ACTION**

Staff recommends approval of the request.

November 6, 2023

City of Bartlesville  
401 South Johnstone Ave.  
Bartlesville, OK 74003



Dr. Tony Clyde  
Programs and Project Management  
U.S. Army Corps of Engineers, Tulsa District  
2488 E 81<sup>st</sup> Street  
Tulsa, OK 74137

Dear Dr. Clyde,

This letter is in reference to the Planning Assistance to States (PAS) Program. The City of Bartlesville understands that the provisions of Section 22 of the Water Resources Development Act of 1974 (Public Law 93-251), as amended, provides authority for the Corps to provide technical assistance to enhance water-related planning efforts currently underway by States, Tribes, Territories, and other governmental organizations. We understand that technical assistance is cost-shared 50 percent by the Corps and 50 percent by the partner and that our 50 percent share must be provided from funds (not in-kind services). The City of Bartlesville is requesting planning assistance for the reallocation of flood control to water supply at Hulah and Copan Lake.

In 2006, the City partnered with the U.S. Army Corp of Engineers to perform a PAS study to investigate potential water supply sources for the City of Bartlesville. One of the recommendations from that study was to reallocate flood control to water supply at both Hulah and Copan Lake. The City is requesting an update to that study to evaluate reallocation of up to 10 percent of flood control to water supply at both Hulah and Copan Lake including cost estimates. The City is also requesting NEPA, environmental, cultural, real estate impacts and flood benefit losses that would be incurred from reallocation. The City is seeking to secure an addition 20 million gallons of water per day to provide long term water stability through 2075.

Upon your review of this initial request, we would like to discuss the availability of information, required schedule, and the level of effort required to negotiate the appropriate Cost Sharing Agreement to initiate a Section 22 study for this flood control reallocation to water supply at Hulah and Copan Lake. Please contact Terry Lauritsen, P.E., Director of Water Utilities, at [tlaurit@cityofbartlesville.org](mailto:tlaurit@cityofbartlesville.org) or 918-338-4107.

Sincerely,

Dale Copeland  
Mayor



US Army Corps  
of Engineers®  
Tulsa District



**BUILDING STRONG®**

*Civil Works Policy Guidebook*

# Table of Contents

Introduction .....	4
Sample General Request Letter .....	4
Ecosystem Restoration Overview.....	5
Section 206: Aquatic Ecosystem Restoration .....	8
Section 1135: Environmental Restoration.....	9
Section 204: Beneficial Use of Dredged Materials .....	10
Sample Study Request Letter.....	11
Flood Risk Management Overview .....	12
Section 14: Emergency Bank Protection .....	15
Section 205: Small Flood Control Projects .....	16
Section 208: Snagging and Clearing for Flood Damage Reduction.....	17
Planning Assistance to States and Tribes .....	18
Floodplain Management Services .....	20
Emergency Readiness and Response (Public Law 84-99) .....	23
Section 408 Request to Alter Federal Projects.....	26
Additional Missions.....	29
Sample Projects.....	31



# Introduction

The U.S. Army Corps of Engineers is the Nation's primary water resources development agency. Congress assigned the Corps of Engineers this Civil Works responsibility. The Corps of Engineers' water resources program began in 1824 when Congress provided funds for improving river navigation. Since then, the Corps of Engineers has been involved in developing recreation and commercial navigation, reducing flood damage, and restoring ecosystems. Along with these missions, the Corps of Engineers generates hydropower, makes water supply available to cities and industry and regulates development along navigable waters.

The Tulsa District, U.S. Army Corps of Engineers, was established in 1939 and is one of four districts that is in the Southwestern Division. Its civil works boundaries include Oklahoma, southern Kansas and northern Texas. The district's Civil Works mission is one of the largest in the Corps of Engineers. It includes 33 multipurpose reservoirs and five lock and dams on the McClellan-Kerr Arkansas River Navigation System (MKARNS). Although the primary purpose of district reservoirs is flood control, they also provide recreation, water supply, hydropower, navigation, and fish and wildlife habitat. The district's 150 miles of the MKARNS ties the most inland, ice-free river port in the United States to the Mississippi River and provides waterway commerce to the heartland of America. The Corps projects have averted billions of dollars in flood damages and the district's eight hydropower facilities generate about \$52 million in annual sales. The district operates 240 parks with more campsites – 6,000 – than any other district in the Corps.

The primary mission areas of the Corps of Engineers are:

- Flood Risk Management
- Emergency Response
- Commercial Navigation
- Recreation
- Regulatory
- Federal Real Estate Management
- Clean Water Act Compliance Regulation

This pamphlet describes the services the Corps of Engineers can provide sponsors and partners. If your community, local or state government, tribe or non-government organization seeks a partner to assist with a water and related land resources study or project, call our office or send a letter to the address below.

**District Engineer**  
**U.S. Army Engineer District, Tulsa District**  
**ATTN: Programs and Project Management**  
**Division (Loretta Turner)**  
**2488 E. 81st St.**  
**Tulsa, OK 74137**

**Loretta.J.Turner@usace.army.mil**

## Sample Letter

for General Request for Assistance

[DATE]

District Engineers  
U.S. Army Engineer District, Tulsa District  
ATTN: Programs and Project Management Division (Loretta Turner)  
2488 E, 81st St  
Tulsa, OK 74137

Dear Sir or Madam:

This letter is to request assistance from the U.S. Army Corps of Engineers to address (briefly describe the problem or need, including, if appropriate, the name of the body of water or waterway, and City, and/or County, and State).

Please contact (name, title, phone number, email address) to arrange a further discussion of this inquiry.

Sincerely,

Signature and Title

# Planning Assistance to States and Tribes



# Section 22 Planning Assistance to States and Tribes

Section 22 of the Water Resources Development Act (WRDA) of 1974, as amended

## What the Corps of Engineers Can Do

The needed planning assistance is determined by the individual states and tribes. Every year, each state and tribe can provide the Corps of Engineers its request for studies under the program, and the Corps then accommodates as many studies as possible within the funding allotment. Typical studies are only planning level of detail; they do not include detailed design for project construction. The studies generally involve the analysis of existing data for planning purposes using standard engineering techniques, although some data collection is often necessary. Most studies become the basis for state or tribal and local planning decisions. To assist in expediting a request for Planning Assistance to States activities, a sample letter and Cost Sharing Agreement are available for use as needed.

## Funding

The Planning Assistance to States (PAS) Program is funded annually by Congress. Federal allotments for each state or tribe from the nationwide appropriation are limited to \$500,000 annually, but typically are much less. Individual studies, of which there may be more than one per state or tribe per year, generally cost \$25,000 to \$75,000. These studies are cost shared on a 50 percent Federal, 50 percent non-Federal basis.

## Typical Studies

The program can encompass many types of studies dealing with water resources issues. Types of studies conducted in recent years under the program include the following:

- Water Supply and Demand Studies
- Water Quality Studies
- Environmental Conservation/Restoration Studies
- Wetlands Evaluation Studies
- Dam Safety/Failure Studies
- Flood Damage Reduction Studies
- Flood Plain Management Studies
- Coastal Zone Management/Protection Studies
- Harbor/Port Studies

## How to Request Assistance

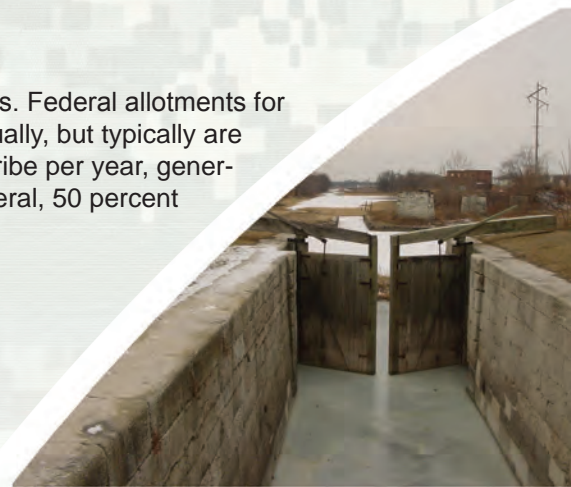
State, local government and tribal officials who are interested in obtaining planning assistance under this program can contact the Tulsa District PAS program manager for further details.

Tony Clyde, Ph.D.  
Programs and Project Management Division  
918-669-7556  
Tony.Clyde@usace.army.mil

Tribal Assistance  
Loretta Turner  
Programs and Project Management  
Division  
918-669-7074  
Loretta.J.Turner@usace.army.mil

### Authority and Scope:

Section 22 of the Water Resources Development Act (WRDA) of 1974, as amended, provides authority for the Corps of Engineers to assist the states, local governments, and other non-Federal entities in the preparation of comprehensive plans for the development, utilization, and conservation of water and related land resources. Section 208 of WRDA of 1992 amended the WRDA of 1974 to include Native American Tribes.





## BARTLESVILLE NEXT PROGRESS REPORT - November 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	100%	
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	20%	Reevaluating options for software.
4		Revise and update our website using newest technologies and integrations to improve citizen satisfaction and e-gov capabilities.	CCO	10/24	25%	
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 - November 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	95%	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	95%	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	25%	
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	95%	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 - November 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	100%	
	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	17%	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 - November 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	50%	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	50%	
	i	Offenders, especially repeat offenders, will be prosecuted for vandalism, arson, trespassing, etc.	PD	04/24	25%	
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	95%	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	75%	
4		Finalize implementation of and launch Software 311 and City App	Comm Dev	04/24	50%	Reevaluating options for software.
5		Create a list of minimum maintenance intervals for our parks and rights-of-way.	Pub Works	07/23	98%	
<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	70%	
	b	Help advocate for reform of child care regulations that act as barriers to new facilities.	Admin		70%	
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	75%	
3		Homelessness:	PD			
	a	Collaborate with local groups seeking to reduce homelessness including "United Way" and "B the Light".	Admin/CD	04/24	75%	
	b	Review existing laws and enforcement policies and retrain police officers to better handle crimes committed by the homeless.	Admin/PD	04/24	75%	
	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	95%	

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

Receipt of Interim Financials for the three months ending September 30, 2023.

Attachments:

Interim Financials for September 30, 2023

**II. STAFF COMMENTS AND ANALYSIS**

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



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

For The Three Months Ended September 30, 2023

**CITY COUNCIL**

Ward 1 - Dale Copeland, Mayor

Ward 2 - Loren Roszel

Ward 3 - Jim Curd, Vice Mayor

Ward 4 - Billie Roane

Ward 5 - Trevor Dorsey

City Manager  
Mike Bailey

Prepared by:

Jason Muninger  
Finance Director

Alicia Shelton  
Accountant

<b>TABLE OF CONTENTS</b>
--------------------------

**HIGHLIGHTS**

**MAJOR FUNDS:**

GENERAL FUND

WASTEWATER OPERATING/BMA WASTEWATER FUNDS

WATER OPERATING/BMA WATER FUNDS

SANITATION

**OTHER FUNDS:**

REVENUE BUDGET STATUS

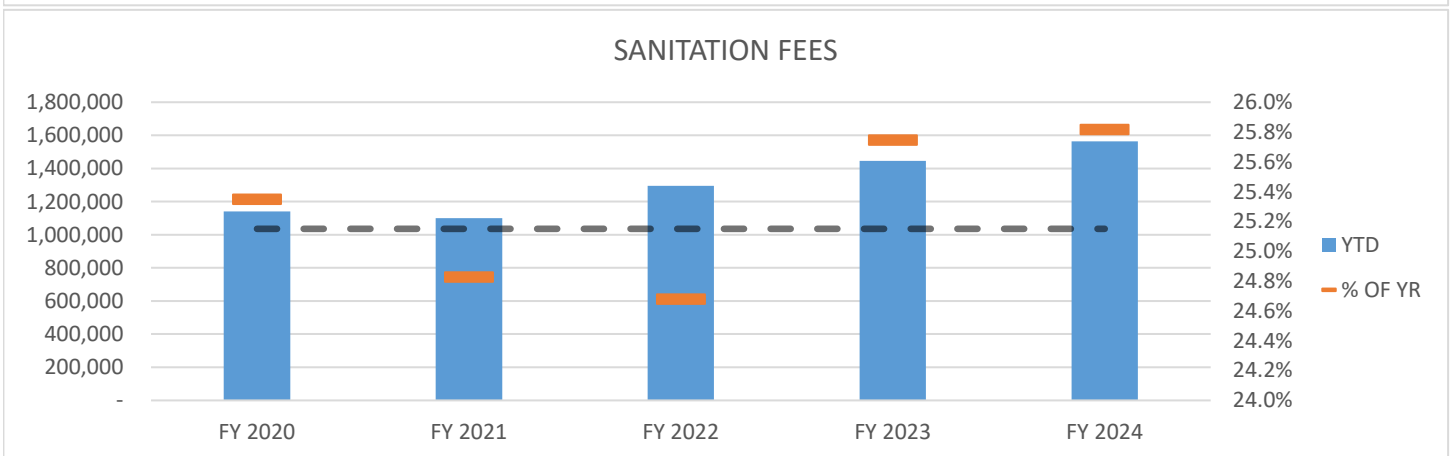
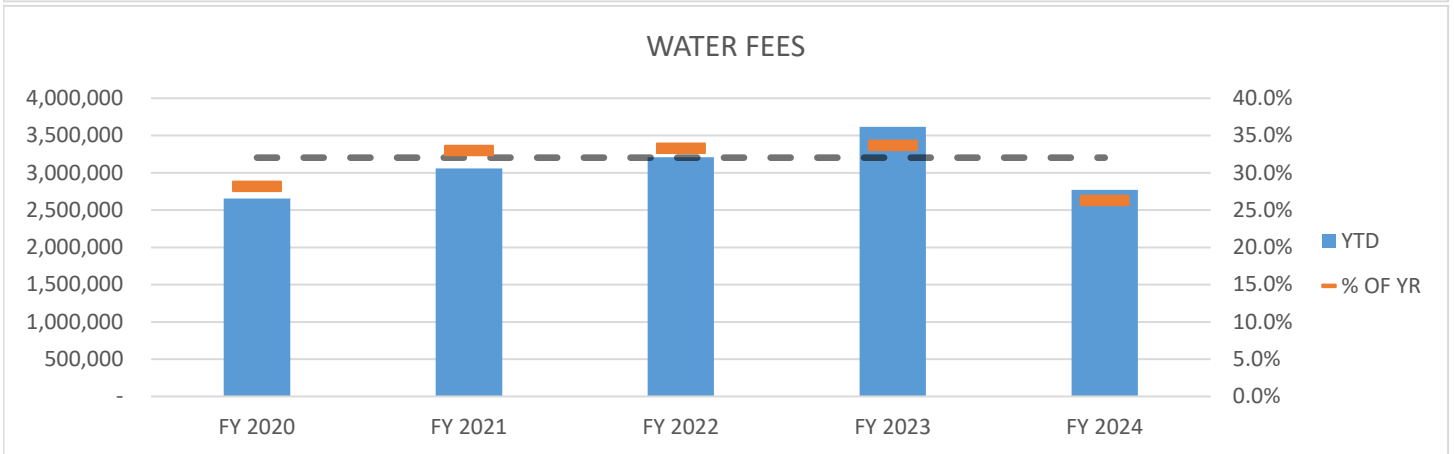
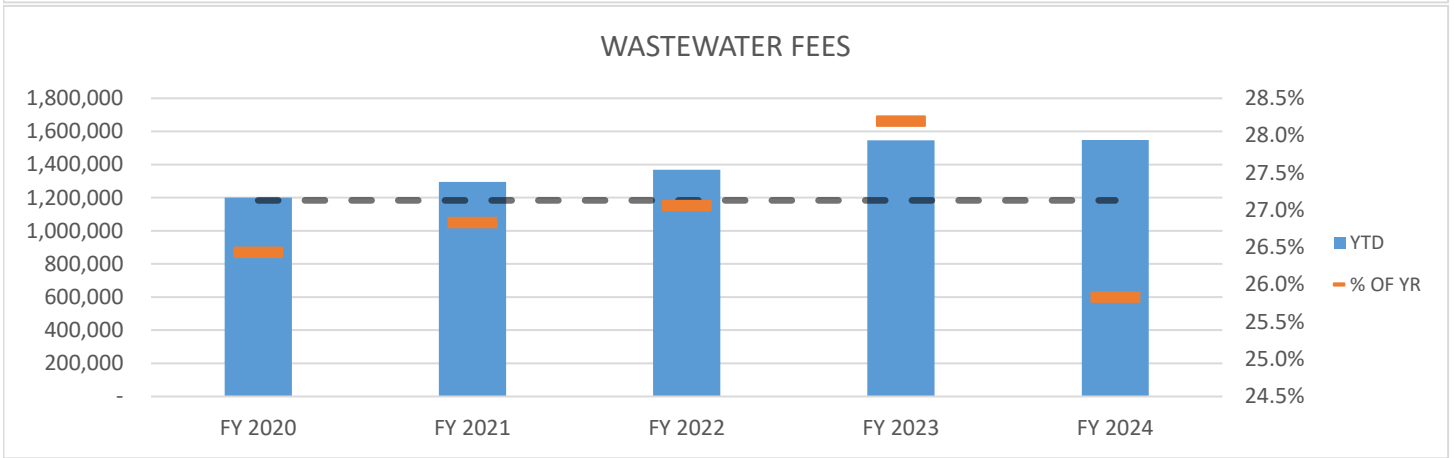
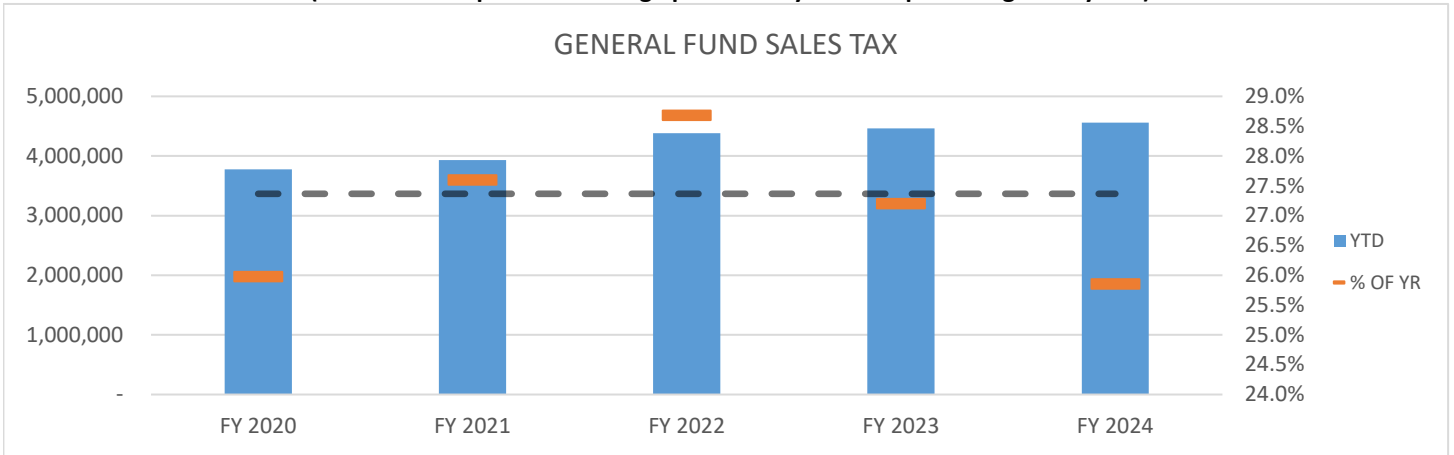
EXPENDITURE BUDGET STATUS

CHANGE IN FUND BALANCE

**EXPLANATORY MEMO**

## FINANCIAL STATEMENT REVENUE HIGHLIGHTS

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





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

25% 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	\$ 4,410,989	\$ 4,561,702	\$ -	\$ 4,561,702	25.9%	\$ 4,463,135	24.6%
Use Tax	2,500,000	625,000	1,145,448	-	1,145,448	45.8%	-	0.0%
Gross Receipt Tax	1,582,000	395,500	354,687	-	354,687	22.4%	376,155	23.1%
Licenses and Permits	256,700	64,175	151,495	-	151,495	59.0%	141,875	55.1%
Intergovernmental	700,400	175,100	149,086	-	149,086	21.3%	207,270	29.1%
Charges for Services	478,800	119,700	160,223	-	160,223	33.5%	135,016	22.6%
Court Costs	160,000	40,000	40,779	-	40,779	25.5%	57,684	30.3%
Police/Traffic Fines	460,000	115,000	80,569	-	80,569	17.5%	121,084	29.9%
Parking Fines	68,200	17,050	10,825	-	10,825	15.9%	15,045	31.4%
Other Fines	80,400	20,100	14,325	-	14,325	17.8%	20,839	29.7%
Investment Income	150,000	37,500	592,170	-	592,170	394.8%	25,000	2.6%
Miscellaneous Income	875,700	218,925	222,248	-	222,248	25.4%	80,109	10.6%
Transfers In	<u>6,561,228</u>	<u>1,640,307</u>	<u>1,640,316</u>	<u>-</u>	<u>1,640,316</u>	25.0%	<u>2,292,745</u>	25.0%
<b>Total</b>	<b><u>\$ 31,517,383</u></b>	<b><u>\$ 7,879,346</u></b>	<b><u>\$ 9,123,873</u></b>	<b><u>\$ -</u></b>	<b><u>\$ 9,123,873</u></b>	<b>28.9%</b>	<b><u>\$ 7,935,955</u></b>	<b>23.0%</b>
<b>Expenditures:</b>								
General Government	\$ 8,965,657	\$ 2,241,414	\$ 1,848,430	\$ 223,563	\$ 2,071,993	23.1%	\$ 2,279,071	27.8%
Public Safety	16,604,031	4,151,008	4,034,216	223,524	4,257,740	25.6%	4,135,158	26.8%
Street	2,051,398	512,850	419,131	1,914	421,045	20.5%	483,176	26.9%
Culture and Recreation	3,666,412	916,603	849,792	29,502	879,294	24.0%	878,468	27.0%
Transfers Out	4,189,369	1,047,342	1,047,316	-	1,047,316	25.0%	1,002,812	25.0%
Reserves	<u>1,194,800</u>	<u>298,700</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>\$ 9,167,917</u></b>	<b><u>\$ 8,198,885</u></b>	<b><u>\$ 478,503</u></b>	<b><u>\$ 8,677,388</u></b>	<b>23.7%</b>	<b><u>\$ 8,778,684</u></b>	<b>26.8%</b>
<b>Changes in Fund Balance:</b>								
Fund Balance 7/1			\$ 6,559,526					
Net Revenue (Expense)			<u>924,988</u>					
<b>Ending Fund Balance</b>			<b><u>\$ 7,484,514</u></b>					

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

25% 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	\$ 1,501,836	\$ 1,547,870	\$ -	\$ 1,547,870	25.8%	\$ 1,547,875	31.0%
Investment Income	-	-	-	-	-	N.A.	-	0.0%
Debt Proceeds	-	-	-	-	-	N.A.	-	N.A.
Miscellaneous	<u>30,000</u>	<u>7,500</u>	<u>393</u>	<u>-</u>	<u>393</u>	1.3%	<u>225</u>	1.1%
<b>Total</b>	<b><u>\$ 6,037,344</u></b>	<b><u>\$ 1,509,336</u></b>	<b><u>\$ 1,548,263</u></b>	<b><u>\$ -</u></b>	<b><u>\$ 1,548,263</u></b>	<b>25.6%</b>	<b><u>\$ 1,548,100</u></b>	<b>30.9%</b>
<b>Expenditures:</b>								
Wastewater Plant	\$ 2,965,385	\$ 741,346	\$ 766,035	\$ 2,163,016	\$ 2,929,051	98.8%	\$ 2,670,442	100.1%
Wastewater Maint	861,009	215,252	202,758	1,449	204,207	23.7%	176,974	27.1%
BMA Expenses	27,735	6,934	13,883	-	13,883	50.1%	13,954	N.A.
Transfers Out	1,646,975	411,744	411,752	-	411,752	25.0%	410,654	28.5%
Reserves	<u>88,790</u>	<u>22,198</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>\$ 1,397,474</u></b>	<b><u>\$ 1,394,428</u></b>	<b><u>\$ 2,164,465</u></b>	<b><u>\$ 3,558,893</u></b>	<b>63.7%</b>	<b><u>\$ 3,272,025</u></b>	<b>68.7%</b>
<b>Changes in Fund Balance:</b>								
Fund Balance 7/1			\$ 2,904,457					
Net Revenue (Expense)			<u>153,835</u>					
<b>Ending Fund Balance</b>			<b><u>\$ 3,058,292</u></b>					

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

25% 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	\$ 2,772,785	\$ 2,902,269	\$ -	\$ 2,902,269	26.2%	\$ 3,774,249	35.9%
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>\$ 2,772,785</u></b>	<b><u>\$ 2,902,562</u></b>	<b><u>\$ -</u></b>	<b><u>\$ 2,902,562</u></b>	<b>26.2%</b>	<b><u>\$ 3,774,249</u></b>	<b>35.9%</b>
<b>Expenditures:</b>								
Water Plant	\$ 3,930,908	\$ 982,727	\$ 862,282	\$ 200,856	\$ 1,063,138	27.0%	\$ 1,239,937	44.6%
Water Administration	403,611	100,903	85,913	47,878	133,791	33.1%	110,204	32.6%
Water Distribution	2,251,525	562,881	405,635	(26,196)	379,439	16.9%	529,608	39.2%
BMA Expenses	3,826,024	956,506	1,115,751	(9,530)	1,106,221	28.9%	19,336	0.6%
Transfers Out	2,585,280	646,320	646,329	-	646,329	25.0%	642,356	28.7%
Reserves	294,520	73,630	-	-	-	0.0%	-	N.A.
<b>Total</b>	<b><u>\$ 13,291,868</u></b>	<b><u>\$ 3,322,967</u></b>	<b><u>\$ 3,115,910</u></b>	<b><u>\$ 213,009</u></b>	<b><u>\$ 3,328,918</u></b>	<b>25.0%</b>	<b><u>\$ 2,541,441</u></b>	<b>26.2%</b>
<b>Changes in Fund Balance:</b>								
Fund Balance 7/1			\$ 7,243,671					
Net Revenue (Expense)			<u>(213,348)</u>					
<b>Ending Fund Balance</b>			<b><u>\$ 7,030,324</u></b>					

**SANITATION FUND**

Statement of Revenue, Expenditures, and Changes in Fund Balances

25% 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	\$ 1,513,796	\$ 1,536,599	\$ -	\$ 1,536,599	25.4%	\$ 1,421,985	24.6%
Investment Income	-	-	-	-	-	N.A.	-	N.A.
Miscellaneous	173,239	45,669	37,068	-	37,068	21.4%	36,034	21.7%
Transfers In	-	-	-	-	-	N.A.	-	N.A.
<b>Total</b>	<b>\$ 6,228,424</b>	<b>\$ 1,559,465</b>	<b>\$ 1,573,667</b>	<b>\$ -</b>	<b>\$ 1,573,667</b>	<b>25.3%</b>	<b>\$ 1,458,019</b>	<b>24.5%</b>
<b>Expenditures:</b>								
Sanitation	\$ 3,564,131	\$ 891,033	\$ 755,050	\$ 161,654	\$ 916,704	25.7%	\$ 1,011,885	31.0%
Transfers Out	2,649,730	662,433	662,440	-	662,440	25.0%	661,866	25.0%
Reserves	134,997	33,749	-	-	-	0.0%	-	N.A.
<b>Total</b>	<b>\$ 6,348,858</b>	<b>\$ 1,587,215</b>	<b>\$ 1,417,490</b>	<b>\$ 161,654</b>	<b>\$ 1,579,144</b>	<b>24.9%</b>	<b>\$ 1,673,751</b>	<b>28.3%</b>
<b>Changes in Fund Balance:</b>								
Fund Balance 7/1			\$ 322,482					
Net Revenue (Expense)			156,177					
<b>Ending Fund Balance</b>			<b>\$ 478,659</b>					

**ALL OTHER FUNDS**

Revenue Budget Report - Budget Basis

25% of Year Lapsed

	<u>Budget</u>	<u>Actuals</u>	<u>Percent of Budget</u>
Special Revenue Funds:			
Economic Development Fund	1,902,083	485,246	26%
E-911 Fund	1,095,403	283,302	26%
Special Library Fund	88,000	32,806	37%
Special Museum Fund	-	26,319	N/A
Municipal Airport Fund	-	-	N/A
Harshfield Library Donation Fund	-	-	N/A
Restricted Revenue Fund	50,000	51,689	103%
Golf Course Memorial Fund	-	25,050	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	709	27%
Debt Service Fund	4,818,069	81,287	2%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	3,330,030	865,052	26%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	-	11,200	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
Proprietary Funds:			
Adams Golf Course Operating Fund	663,654	201,644	30%
Sooner Pool Operating Fund	72,245	18,065	25%
Frontier Pool Operating Fund	94,205	23,555	25%
Municipal Airport Operating	585,975	192,558	33%
Internal Service Funds:			
Worker's Compensation Fund	93,460	31,031	33%
Health Insurance Fund	3,757,814	1,082,202	29%
Auto Collision Insurance Fund	75,000	18,759	25%
Stabilization Reserve Fund	1,291,774	322,960	25%
Capital Improvement Reserve Fund	6,998,023	2,074,935	30%
Mausoleum Trust Fund	-	-	N/A

**ALL OTHER FUNDS**

## Expenditure Budget Report - Budget Basis

25% of Year Lapsed

	<u>Budget</u>	<u>Actuals</u>	<u>Percent of Budget</u>
Special Revenue Funds:			
Economic Development Fund	5,416,131	1,516,833	28%
E-911 Fund	1,226,020	266,099	22%
Special Library Fund	185,000	12,676	7%
Special Museum Fund	51,500	8,878	17%
Municipal Airport Fund	28,508	-	0%
Harshfield Library Donation Fund	382,568	86	0%
Restricted Revenue Fund	295,441	47,668	16%
Golf Course Memorial Fund	40,940	17,025	42%
CDBG-COVID	-	-	N/A
ARPA	1,000,000	250,003	25%
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	554,710	9%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	27,542	-	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	-	68,780	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	780,001	16%
Proprietary Funds:			
Adams Golf Course Operating Fund	665,922	266,979	40%
Sooner Pool Operating Fund	79,562	8,672	11%
Frontier Pool Operating Fund	94,230	12,023	13%
Municipal Airport Operating	670,036	162,601	24%
Internal Service Funds:			
Worker's Compensation Fund	430,000	46,127	11%
Health Insurance Fund	4,079,068	1,144,453	28%
Auto Collision Insurance Fund	443,559	29,162	7%
Stabilization Reserve Fund	11,933,651	-	0%
Capital Improvement Reserve Fund	12,390,050	1,332,826	11%
Mausoleum Trust Fund	7,791	-	0%

**ALL OTHER FUNDS**

## Fund Balance Report - Modified Cash Basis

25% of Year Lapsed

	<u>Beginning of Year</u>	<u>Change</u>	<u>Current</u>
Special Revenue Funds:			
Economic Development Fund	3,705,288	(90,253)	3,615,035
E-911 Fund	214,997	18,621	233,618
Special Library Fund	290,970	11,085	302,055
Special Museum Fund	139,059	17,441	156,500
Municipal Airport Fund	80,702	(12,500)	68,202
Harshfield Library Donation Fund	463,144	(86)	463,058
Restricted Revenue Fund	409,319	50,567	459,886
Golf Course Memorial Fund	45,891	24,525	70,416
CDBG-COVID	-	-	-
ARPA	1,762,952	(250,003)	1,512,949
Justice Assistance Grant Fund	7,619	-	7,619
Neighborhood Park Fund	60,222	-	60,222
Cemetery Care Fund	10,055	709	10,764
Debt Service Fund	3,726,110	81,287	3,807,397
Capital Project Funds:			
Sales Tax Capital Improvement Fund	3,737,112	235,945	3,973,057
Park Capital Improvement Fund	-	-	-
Wastewater Capital Improvement Fund	162,540	(63,799)	98,741
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	-	139,987	139,987
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	(172,129)	6,592,955
Proprietary Funds:			
Adams Golf Course Operating Fund	19,376	16,897	36,273
Sooner Pool Operating Fund	21,830	9,654	31,484
Frontier Pool Operating Fund	23,562	9,236	32,798
Municipal Airport Operating	309,066	51,229	360,295
Internal Service Funds:			
Worker's Compensation Fund	196,884	1,574	198,458
Health Insurance Fund	45,564	(32,251)	13,313
Auto Collision Insurance Fund	509,867	(36,698)	473,169
Stabilization Reserve Fund	11,933,651	322,960	12,256,611
Capital Improvement Reserve Fund	17,068,585	1,664,866	18,733,451
Mausoleum Trust Fund	8,164	-	8,164



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

**SUBJECT:** Financial Statement Explanatory Information

---

## **GENERAL INFORMATION**

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

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

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

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

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

These analyses are presented in the final manner:

### Highlights:

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



Major Operating Funds:

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

Other Funds:

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

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

(Published in Bartlesville, OK Examiner-Enterprise 9/23/2023, 9/27/2023, & 9/30/2023)

**INVITATION FOR BIDS**

**City of Bartlesville  
New Pickleball Courts  
Bid No. 2023-2024-010**

Notice is hereby given that the City of Bartlesville will receive sealed bids at the office of the City Clerk until 2:00 p.m. on the 23<sup>rd</sup> day of October, 2023 at such time bids will be opened and publicly read.

The project consists of furnishing all materials, labor, and expenses necessary to construct the project as called for in the plans and specifications on file in the office of Keleher Architects, 401 S. Dewey, Suite 216, Bartlesville, Oklahoma 74003, (918) 333-8855. Plans, specifications, and contract documents may be examined in this office and are available at a nonrefundable charge of \$20.00 or they can be requested and received via email at no charge (dan@keleherarch.com).

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

**A pre-bid conference will be held on October 4<sup>th</sup>, 2023 at 10:00 a.m. in the City Hall, 3<sup>rd</sup> Floor Conference Room, 401 S. Johnstone, Bartlesville, Oklahoma.**

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

**Construction of six (6) new pickleball courts with post-tensioned slabs, perimeter and intermediate, fence and sidewalk. Bid alternates included for two (2) additional pickleball courts, sports lighting, and shade structures.**



Proposals shall be submitted in sealed envelopes and marked, "City Clerk, City Hall, 401 S. Johnstone, Bartlesville, Oklahoma 74003, **New Pickleball Courts, Bid No. 2023-2024-010**". Proposals shall be accompanied by a five percent (5%) bid guarantee.

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

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

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

**DATED this 18<sup>th</sup> day of September, 2023.**

  
City Clerk  
By:   
Deputy Clerk

INV-1

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

Receive bids for City of Bartlesville/Bartlesville Public Library Bid Number 2023-2024-011 for replacement of the Library LED Signboards.

Attachments: Invitation for Bids

**II. STAFF COMMENTS AND ANALYSIS**

Bids will be received by City staff on 11/3/23. Council will receive the bids on 11/6/23. After bids are received by City staff and before the Council meeting staff and a council rep will review the bids and provide a recommendation to you.

**III. RECOMMENDED ACTION**

Staff and a Council representative will provide our recommendation to the City Council prior to the 11/6/23 council meeting and request that the bid for the Library LED Signboards, Bid Number 2023-2024-11 be awarded based on bids received.

(Published in Bartlesville, OK Examiner-Enterprise 10/14/23, 10/18/23 and 10/21/23)

**INVITATION FOR BIDS**

**City of Bartlesville  
Library LED Signboard Replacement  
Bid No. 2023-2024-011**

Notice is hereby given that the City of Bartlesville will receive sealed bids at the office of the City Clerk until **10:30 a.m.** on the 3rd day of November, 2023 at such time bids will be opened and publicly read.

The project consists of the replacement of the LED signboards in the Library LED sign. Total bid includes the removal of existing signboards and replacement and installation of signboards (approx. 4'8" x 12') installed into existing sign.

To receive bid packet, make request to Shellie McGill, Library Director, at (918) 338-4163 or [mrmcgill@cityofbartlesville.org](mailto:mrmcgill@cityofbartlesville.org).

Proposals shall be submitted in sealed envelopes and marked, "City Clerk, City Hall, 401 S. Johnstone, Bartlesville, OK 74003, **Library LED Signboard Replacement, Bid No. 2023-2024-011**".

All Bids must be made on the required Bid form. Bid documents must also include the Bid Affidavit and the Business Relationship Affidavit.

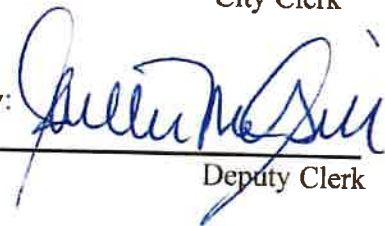
The Owner reserves the right to waive any informality or to reject any or all Bids and select the lowest and best bid.

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

**DATED this 9th day of October, 2023.**

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

By:

  
\_\_\_\_\_  
Deputy Clerk

## BID REVIEW RECOMMENDATION

### I. SUBJECT, ATTACHMENTS, AND BACKGROUND

**A. SUBJECT:**

Discuss and take possible action to award Bid No. 2023-2024-010 for New Pickleball Courts.

**B. ATTACHMENTS:**

Site Plan  
 Bid Tabulation

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

**A. PROJECT DESCRIPTION:**

One of the priority projects included on the voter approved 2020 General Obligation (GO) Bond ballot is the Pickleball Court project. The funding for this project was included in the 2022 Issuance of the 2020 GO Bond. Staff worked with pickleball proponents to identify a location that has available parking and restroom facilities nearby and project scope that meets court space needs due to increase in pickleball usership. The project consists of constructing new pickleball courts north of the existing tennis courts at Sooner Park. City Council approved a design contract with Keleher Architects at the regular meeting on February 6, 2023. The desire was to have eight (8) lighted pickleball courts with shade amenities. The final design and subsequent bid were structured to include a base bid for six (6) courts with interior and perimeter fence along with shaded benches. . The bid was also structured to include add alternates for court lighting, two (2) additional courts with fence, two (2) large shade structures for spectators or people waiting to play, and 8' tall perimeter fence in lieu of the 6' perimeter fence specified in the base bid. Therefore, the bid included a base bid and four (4) add alternates.

**B. COMMENTS:**

In addition to advertising in the local newspaper, ePlan Bidding, Dodge Construction Network, Southwest Construction News and Construct Connect, fifteen (15) bid invitations were mailed to regional contractors and four (4) submitted a bid. The base bids and alternates were as follows:

- **Koehn Construction (Fredonia, KS)**
  - Base Bid.....\$531,000.00
  - Lighting Alternate.....\$193,535.00
  - Additional Courts Alternate.....\$133,480.00
  - Shade Structure Alternate .....\$44,815.00
  - 8' Fence Alternate.....\$7,237.00

- **Precision Construction (Lee’s Summit, MO)**
  - Base Bid.....\$501,971.00
  - Lighting Alternate.....\$214,106.00
  - Additional Courts Alternate.....\$117,505.00
  - Shade Structure Alternate .....\$69,756.00
  - 8’ Fence Alternate.....\$32,940.00
  
- **Merritt Tennis & Track Systems (Oklahoma City, OK)**
  - Base Bid.....\$769,880.00
  - Lighting Alternate.....\$150,000.00
  - Additional Courts Alternate.....\$215,760.00
  - Shade Structure Alternate .....\$30,000.00
  - 8’ Fence Alternate.....\$6,600.00
  
- **MultiSports, LLC (Park City, KS)**
  - Base Bid.....\$351,863.00
  - Lighting Alternate.....\$170,864.00
  - Additional Courts Alternate.....\$103,313.00
  - Shade Structure Alternate .....\$42,722.00
  - 8’ Fence Alternate.....\$8,400.00

The bids were evaluated for addendums, bid bonds, line item prices, and arithmetic. The bids had all necessary components, and no arithmetic errors were found.

**C. BUDGET AMOUNT:**

\$450,000 has been approved for this project as part of the 2022 issuance of the 2020 GO Bond. The design contract with Keleher Architects totaled \$29,500, leaving an available budget of \$420,500 for the construction contract. The low base bid of \$351,863 by MultiSports, LLC is \$68,637 under the available budget. The desire for the user groups is to have a minimum of six (6) lighted courts. Adding Alternate No. A1 for court lighting in the amount of \$170,863 brings the total contract to \$522,727 which is \$102,227.00 over the available budget. Staff has discussed this with Kumar Krishnan as a representative of the local pickleball club. There is interest from the club in raising private funds and coordinating with local foundations and businesses to raise even more funding to be able to include lights and potentially securing enough funding to also include the additional courts for a total of eight (8) lighted courts. Because the lighting and two (2) additional courts have been bid as alternates, those items of work can be awarded to the contract at a later date if sufficient funding is secured. With the current available funding of \$420,500, the private funds would have to total \$102,227 and \$205,540 to be able to construct six (6) lighted courts and eight (8) lighted courts, respectively.

**III. RECOMMENDED ACTION**

MultiSports, LLC is based out of Park City, Kansas and specializes in tennis court and pickleball court construction. They have been in business since 2018, but have managing members who have

worked on similar projects for the past forty (40) years. They have provided a list of qualifications and recent projects that are similar in nature, including Chicken N Pickle in Overland Park, Kansas, tennis and pickleball courts for the City of Wichita, and multiple tennis court projects for public school systems in Kansas and Oklahoma. They have provided sufficient documentation that they have the technical and financial capabilities to work on this project.

Staff recommends awarding the Base Bid in the amount of \$351,863.00 to MultiSports, LLC with the understanding that Alternate No. A1 for court lighting and Alternate A2 for two (2) additional courts could be awarded at a later date if sufficient funding is raised by the local pickleball club to supplement the remaining budget.



\_\_\_\_\_  
Council Member or Staff Member



\_\_\_\_\_  
Date

Agenda Item 9.

Information will be provided Monday, Nov. 6



**Background:**

ABB is expanding its Bartlesville operations by adding a 12,000 sq ft calibration facility on to their existing manufacturing footprint. This will involve the purchase of a 4,000 sq ft BDA owned facility directly east of the existing ABB operation as well as portions of BDA owned land surrounding the existing facility.

This request is for allocation of funds from the economic development fund related to job creation and resident recruitment.

BDA Trustees approved the land and building sale in the amount of \$425,000 at their October 25, 2023 meeting as well as approval of extending for an additional three years ABB's existing Right of First Refusal for acquiring approximately 16 acres of adjacent property (Lots 1,2, and 3, Bartlesville Industrial Park, Section III, Bartlesville, Washington County, Oklahoma.) at no cost for potential future development at a ratio of 7,500 sq ft of new interior space per acre.

From the company issued press release:

- ABB will consolidate and expand its North American instrumentation manufacturing in Bartlesville, Oklahoma starting in 2024
- A new 12,000-square-foot calibration hall will be built on the factory site, increasing ABB's "Made in America" offering
- With a strong track record of innovation and commitment to quality, the Bartlesville factory will contribute to improved lead times for ABB's customers across North America

ABB is strengthening its ability to meet growing demand for instrumentation in the North American market by consolidating instrumentation manufacturing under one roof in Bartlesville, Oklahoma, and expanding the Bartlesville site with a new 12,000-square-foot calibration hall.

The production of ABB's highly accurate pressure, temperature, and level transmitters, as well as positioners, flow meters, pneumatic actuators and some continuous gas analyzers used in the oil and gas, chemical, water and other industries, will move to Bartlesville, Oklahoma starting in 2024.

In addition, ABB will invest in expanding the Bartlesville hub by building a new 12,000-square-foot calibration hall. The new calibration rigs will add calibration capabilities, helping ABB cater to its full range of flowmeters, including larger size flowmeters, and increase its "Made in America" offering. The construction of the hall is expected to begin in 2024.

The Bartlesville plant has a strong track record of innovation, commitment to quality, efficiency, and proximity to customers. The move will contribute to improved lead times for ABB's North American customers.

“By consolidating the production of several instrumentation product lines in a single, world-class North American facility, ABB can serve its local customers better and strengthen its instrumentation offering to the local market,” said Amina Hamidi, Managing Director, ABB Measurement & Analytics, Business Line Instrumentation.

As a result of the consolidation, the Warminster, PA instrumentation factory is expected to close in 2025. The change in manufacturing location will not impact the supply of instrumentation products.

In April this year, ABB announced that it is accelerating its growth strategy in the United States and is expected to invest approximately \$170M across its electrification and automation businesses.

**ABB's Process Automation** business automates, electrifies and digitalizes industrial operations that address a wide range of essential needs – from supplying energy, water and materials, to producing goods and transporting them to market. With its ~20,000 employees, leading technology and service expertise, ABB Process Automation helps customers in process, hybrid and maritime industries improve performance and safety of operations, enabling a more sustainable and resource-efficient future. [go.abb.com/processautomation](https://go.abb.com/processautomation)

**Action Item for Bartlesville City Council approval:**

**Discuss and take possible action on a recommendation from the Bartlesville Development Authority to allocate up to \$900,000 from the Economic Development Fund (EDF) for up to 60 new FTEs (\$15,000 per job) associated with ABB's expansion over 36 months, and appropriate up to \$600,000 to fund the Resident Recruitment Employee Incentive for up to 60 new residents associated with ABB's expansion over 36 months. Presented by David Wood, President, Bartlesville Development Authority.**

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

Discuss and take action to adopt a Formal Debt Policy.

Attachments:

Debt Policy

**II. STAFF COMMENTS AND ANALYSIS**

As discussed at the workshop meeting the City of Bartlesville has operated and managed debt with an informal debt policy consisting of a 15 mill cap for G.O. Bonds, and a 125% of pledged revenue for Revenue Bonds. While this has always been the intent we have never formally adopted a policy stating as such. Staff has utilized the GFOA Debt Policy and modified it to our specific needs. There is no change in the way we will utilize or cap our debt, however this just formally gives City staff the guidelines.

**III. BUDGET IMPACT**

N/A

**IV. RECOMMENDED ACTION**

Staff recommends approval of said Debt Policy November 6, 2023.

# DEBT POLICY

## Why a Debt Policy Is Important

Debt is a powerful tool to help The City of Bartlesville provide our community with the infrastructure it needs to thrive. With power comes responsibility. This policy forms the guidelines to make sure the City of Bartlesville debt responsibly.

## When Debt Could Be Issued

Debt is one option that The City of Bartlesville has to pay for a capital asset. Below are the conditions when debt would be a better choice for City.

**Low interest rates.** Low interest rates mean a lower total cost of borrowing.

**Soft construction market.** The community can benefit if The City uses debt to build more assets while construction costs are low.

**The asset has a long, useful life.** Assets that last a long time will benefit citizens and taxpayers far into the future. It is fair for these future taxpayers and citizens to help pay the cost of the asset by paying for some of the debt.

**The City of Bartlesville's forecasts show that debt is affordable.** Debt adds a long-term cost to the budget.

**Use of debt is consistent with legal and other limits.** Other levels of government and this policy describe limits that The City of Bartlesville must observe.

## When Debt Shouldn't Be Issued

There are many cases where debt is not the right financing tool. Below are important cases where debt should not be used:

**Paying for ongoing public services.** Ongoing public services benefit today's citizens and taxpayers, but debt will be paid by tomorrow's citizens and taxpayers.

**Life of the debt is longer than the life of the capital asset it funds.** If the debt lasts for longer than the capital asset, then future taxpayers and citizens will pay for an asset that they do not benefit from.

**Cost of issuing debt is too high.** The City of Bartlesville has to pay certain costs and fees to issue debt. These costs may outweigh the benefits that debt provides, especially for small capital projects.

## Allowable Debt Instruments

The debt instruments that The City of Bartlesville is allowed to use are described by state law. This Debt Policy is to provide governance over General Obligation Bond debt and Revenue Bond debt. It does not provide guidance on special debt instruments to be utilized for economic development, such as but not limited to TIF Districts, conduit debt, or developer secured notes.

## General Debt Limitations

There is a limit on the amount of debt that is affordable for The City of Bartlesville. The City of Bartlesville defines two measures of affordability:

First, “annual debt service as a percent of pledged revenues” measures the resources that debt uses as collateral. *The City of Bartlesville will set annual debt service as a percent of pledged revenues at 125%.* [This figure is commonly used by all lenders for debt covenants.]

The second measure is “overlapping General Obligation Bond debt divided by market value of the properties in the community.” This shows the size of the burden that debt puts on taxpayers. *The City of Bartlesville’s policy is that overlapping General Obligation debt divided by market value of properties in the community should not exceed the estimate of 15 mils.* [This figure is based on a net assessed evaluation provided by the County Assessor’s Office.]

## Maturity Guidelines

Foremost, the term of any debt issued should generally not exceed the useful life the asset it is funding, and that will correlate with the life of the asset as only a possible maximum.

For General Obligation debt, the City of Bartlesville sets forth the maximum of a 10 year repayment.

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

Discuss and take action to adopt a formal Rate Study Policy.

Attachments:

Rate Study Policy

**II. STAFF COMMENTS AND ANALYSIS**

The City of Bartlesville has utilized a cost of service and rate study proposal for a number of years. City staff would like to formally make this a policy of due diligence, that is to be done at least every 5 years. Staff feels we need to make sure we are providing our citizens the right levels of service at the right costs, all while ensuring we are accounting for infrastructure needs and regulation changes. These rates encompass all of our water, wastewater and sanitation fees.

**III. BUDGET IMPACT**

N/A

**IV. RECOMMENDED ACTION**

Staff recommends approval of said Rate Study Policy November 6, 2023.

## **RATE STUDY POLICY**

### **Why a Rate Study Is Important**

The City of Bartlesville must do its due diligence to provide to its citizens a true and accurate cost for the goods and services provided through our water, wastewater, and sanitation departments. As industry standards, regulations, material, and infrastructure maintenance and upgrades all change, it is highly important that cost analysis is completed.

### **Objectives**

The objective is to fairly and correctly price our services, maintain financial sustainability, and build in the effects of upcoming projects and regulations to adequately cover those costs.

### **Data Collection**

The City will utilize its own historical data from its Utility billing system, Accounting System, and projected upcoming project costs. This will be to establish usage patterns, employee costs, and infrastructure updates/upgrades.

### **Financial Analysis**

The City will supply all supplementary data to establish a custom analysis using industry standards that will furthermore be benchmarked against other municipalities/suppliers. The cost of service will be established as well as rates set for cost recovery. These rates will then be modeled against our usage histories and set forth our budgeted revenue expectations for the upcoming years.

### **Review and Approval Process**

City Staff will be working alongside vendor to ensure quality and review throughout the process. Once final reports are reviewed and issued, staff will then make recommendations to council for further action. Rate establishment and changes will all come from the Bartlesville City Council through the adoption of ordinances.

### **Conclusion**

This policy sets forth that at a minimum a 3<sup>rd</sup> party rate study be conducted every 5 years, with results being adopted into a multi-year rate plan. For time and cost efficiencies all components; water, wastewater, and sanitation will be done simultaneously. This is for assurance to our citizens that they are paying an accurate cost, and so that there is a true cost recovery for all goods and services.

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

Discuss and take action to adopt a 5 year capital plan policy.

Attachments:

5 Year Capital plan Policy

**II. STAFF COMMENTS AND ANALYSIS**

As Discussed in thje workshop meeting the City of Bartlesville has never formally adopted a capital plan. With the adoption of the Strategic Plan, staff has identified this as an area in which we would like council to adopt a policy to utilize going forward. This plan will be utilized to identify needs, provide cost estimates, project prioritization, and implementation schedules.

**III. BUDGET IMPACT**

N/A

**IV. RECOMMENDED ACTION**

Staff Recommends approval 5 Year Capital Plan Policy November the 6<sup>th</sup>,  
2023.



## **Annual Five-Year Capital Improvement Plan**

The City shall prepare and present a comprehensive Five-Year Capital Improvement Plan annually. This plan will be developed by dedicated staff and shall encompass a strategic outline of proposed capital projects, their estimated costs, and projected timelines for implementation.

## **Concurrent Adoption with Budget**

The Five-Year CIP shall be presented to the City Council concurrently with the annual budget. This ensures that capital expenditures are aligned with the City's overall financial plan, fostering fiscal responsibility and integrated decision-making.

## **Components of the Capital Improvement Plan**

The Five-Year CIP shall include, but not be limited to:

- \* Identification of critical infrastructure needs.
- \* Cost estimates and funding sources for proposed projects.
- \* Prioritization criteria and methodology.
- \* Implementation schedules and timelines.

## **Public Engagement and Input**

The City shall actively seek public engagement and input in the development of the Five-Year CIP. This may include committee meetings, public forums, surveys, or other suitable means to gather community feedback.

## **Review and Evaluation**

The City Council, in collaboration with relevant departments, shall review and evaluate the Five-Year CIP annually. This review shall assess progress, make necessary adjustments, and align the plan with evolving community needs and priorities.

## **Capital Improvement Monitoring and Reporting**

The City shall establish mechanisms for ongoing monitoring and reporting of capital improvement projects. Progress reports, budgetary updates, and any significant deviations from the established plan shall be communicated to the City Council and the public as appropriate.

## **Emergency and Unforeseen Circumstances**

Provision shall be made for the expedited consideration of emergency or unforeseen capital projects that require immediate attention. These projects shall be subject to a separate approval process as defined in the City's emergency response protocols.